

Agenda
Regular Meeting of the Titusville-Cocoa Airport Authority
September 16, 2021 – 4:00 PM

John Craig - *Chairman*
Donn Mount
Vice Chairman
& *Treasurer*
Roger Molitor
Al Voss
Mark Grainger
Jessica Curry
Brad Whitmore
Kevin Daugherty, AAE
Director of Airports
Adam Bird - *Attorney*

- A. Call to Order
- B. Pledge of Allegiance
- C. Approval of Agenda
- D. Action Items
 - a. Approval of Minutes
 - 1. Regular Board Meeting - August 19, 2021
 - 2. First Budget Hearing – August 19, 2021
 - b. Approval of FAA Grant Pre-Applications for Signatory Authority
 - 1. Arthur Dunn Airpark (X21)
Airport Master Plan & Airport Layout Plan Update
 - 2. Merritt Island Airport (COI)
Airport Master Plan & Airport Layout Plan Update
Southside Taxilane Development (Design + Permitting)
 - 3. Space Coast Regional Airport (TIX)
Airport Master Plan & Airport Layout Plan Update
Runway 18-36 Rehabilitation (Design & Permitting)
 - c. Approval of Space Florida Grant Applications
 - 1. Spaceport Master Plan
 - 2. Southside Rocket Testing Facility (Design, Permitting & Construction)
 - d. Approval of MAG Aerospace Lease Termination Agreement for the 55 Bristow Way Facility
 - e. Approval of Lease Agreement with Space Perspective Inc. for the 55 Bristow Way Facility
 - f. Approval of Listing Agreement with Noble & Company for the fee simple sale of Airport Authority owned parcels located in the vicinity of Arthur Dunn Airpark

E. Director's Report

- a. Capital Improvement Projects Update
- b. Strategic Business Plan Scope of Work Update
- c. Finance Manager Job Position Update
- d. Approval of Invoices for Projects

F. On-Going Board Directives

G. Marketing Update

- a. New Website & Logo

H. Attorney's Report

- a. Investigation Findings of TCAA Counsel – Complaint Submitted by TCAA Fire Chief Wooldridge
- b. Informal Part 13 Complaint Report Findings

I. Airport Financial Report

- a. Sun Trust (Truist) Loan Update
- b. Check Register (Provided)

J. Authority Members Report

K. Public Comments

L. Adjournment

TITUSVILLE – COCOA AIRPORT AUTHORITY

The Regular Meeting of the Titusville - Cocoa Airport Authority was held on June 17, 2021 at 4:00 p.m. at the Titusville - Cocoa Airport Authority Office at 355 Golden Knights Boulevard, Titusville, FL and Via Video Conference. The following members were present: Mr. John Craig, Chairman; Mr. Roger Molitor, via video-conference; Mr. Al Voss; Mr. Mark Grainger; Ms. Jessica Curry; Mr. Kevin Daugherty, Director of Airports; Mr. Adam Bird, Attorney, via video-conference. Mr. Donn Mount, Vice Chairman/Treasurer, was absent.

Call to Order

Mr. Craig called the meeting to order and determined that a quorum was present.

Mr. Bird swore in new Board member, Jessica Curry. Ms. Curry introduced herself and gave a brief background. Discussion continued.

Approval of the Agenda

Mr. Craig asked if there were any proposed changes to the Agenda. Mr. Daugherty stated that he had three additions: Arthur Dunn Property Discussion under the Real Estate Item, The Airport Loan and Line of Credit under the Financial Report and a request to add a temporary space permit for Florida East Coast Railroad under Real Estate. Mr. Voss made the motion to approve the agenda as amended. Mr. Grainger seconded. Mr. Craig called the question. All voted aye. Motion passed.

Consent Agenda –

- a. Approval of Minutes – Regular Board Meeting, July 15, 2021**
- b. Approval of FAA Grant Resolutions for Signatory Authority**

- 1. FAA AIP 3-12-0080-032-2021 (Runway 9 -27 Rehabilitation)**

Mr. Daugherty gave a brief overview of the Consent Agenda. Mr. Grainger made a motion to approve the Consent Agenda. Mr. Voss seconded. Mr. Craig called the question. All voted aye. Motion passed.

New Business

- a. Approval of Invoices for Projects**

Mr. Daugherty presented the invoices for the VAC Apron Project at Space Coast Regional Airport from Michael Baker International in the amounts of \$27,562.94 and \$10,598.75, which had been provided.

Mr. Daugherty presented the invoices for the Taxilane and Apron Project at Space Coast Regional Airport from Michael Baker International in the amounts of \$22,088.85 and \$6,853.51.

Mr. Daugherty presented and invoice for the Hangar 52 Demolition Project at Space Coast Regional Airport from Nautilus Earth Management in the amount of \$13,179.21.

Mr. Daugherty presented the invoices for the Design and Construction of Corporate Hangar at Merritt Island Airport from Michael Baker International in the amounts of \$24,455.08 and \$9,018.46.

Mr. Craig called for a motion to approve the invoices. Mr. Voss made the motion. Mr. Grainger seconded. Discussion continued.

Mr. Craig called the question. All voted aye. Motion passed.

Director's Report

a. Capital Improvement Projects Update

Mr. Daugherty stated that a CIP update had been provided, and explained the new format to the Board. Mr. Daugherty gave a brief update on the projects. Discussion continued.

b. Strategic Business Plan Scope of Work

Mr. Daugherty gave a brief overview of the item, stating that the Strategic Business Plan would cost \$74,465.00 with a 90 day window for completion. Discussion ensued.

Mr. Grainger made a motion to approve the Strategic Business Plan. Mr. Voss seconded. Discussion continued.

Mr. Molitor stated that he felt the By-Laws should be updated. Mr. Craig concurred, and stated that it was something they could look at when the Policies and Procedures were updated. Discussion continued.

Mr. Craig called the question. All voted aye. Motion passed.

c. FAA Application for Federal Assistance

Mr. Daugherty stated that all three of the airports individually would be receiving \$32,000 under the new Airport Rescue Grant Program. Mr. Daugherty stated that it was for costs related to operations, personnel, cleaning, sanitation, janitorial services to combat the spread of pathogens at the airports. Mr. Daugherty stated that there was no local match, but it was very specific.

Mr. Craig asked Mr. Bird if the board would need to approve the grants. Mr. Bird stated that it would be the safer play to do that. Mr. Craig called for a motion to approve the grants. Mr. Grainger made the motion. Ms. Curry seconded. Mr. Craig called the question. All voted aye. Motion passed.

d. Finance Manager Job Description and Posting

Mr. Daugherty stated that he had been working with Accounting Consultant, Dawn Hannon on the description for a new Finance Manager. Mr. Daugherty stated that they did a lot of research, and had also reached out to the City of Titusville for assistance. Discussion continued.

Facilities & Operations Manager Report**a. FDOT Airport Annual Inspection Results**

Mr. Justin Hopman, Facilities & Operations Manager, gave an update on the annual FDOT inspections, stating that there were no issues at Arthur Dunn, at Merritt Island there were some ongoing issues with the markings and at Space Coast there were a few trees that needed to be shortened.

b. Facility Repair Updates

Mr. Hopman gave an update on the facility repairs, stating that all of the roof leaks at Arthur Dunn had been repaired. Mr. Hopman stated that at Space Coast the next two to three weeks would be spent working on roof leaks and then they would move on to Merritt Island for roof leaks there.

c. Merritt Island Airport AWOS Update

Mr. Hopman stated that the AWOS at Merritt Island had been hit by lightning a month and a half ago, but it was very hard to find parts for it. Mr. Hopman stated that as of that day the technician had repaired almost everything. Mr. Hopman mentioned that the AWOS was installed in 2002 and it was getting old, so it, along with the one at Arthur Dunn would need to be replaced. Discussion continued.

On-Going Board Directives

Mr. Daugherty stated that he had added this section to the agenda as a place for any extra things that the board wanted to discuss. Mr. Craig named 3 items:

1. Bi-laws and Policies and Procedures updates.
2. Employee Whistleblower Policy established
3. Metrics for coherent feedback and evaluation for the Director

Mr. Craig stated that he would like the evaluation of the Director to be moved from December to February. Discussion continued.

Marketing Update**a. New Website and Logo**

Mr. Daugherty stated that Staff had contracted with the Quotient Group to develop a new website and logo. Mr. Daugherty stated that he would like the logo to be more corporate-esque and bring it up to modern times, but respecting the heritage of the Airport Authority. Discussion continued.

Real Estate Update

a. 6990 Tico Facility

Mr. Daugherty stated that there was interest from an organization to lease the facility at 6990 Tico Road at Space Coast Regional Airport, but the building did not have internet access. Mr. Daugherty stated that Staff had been investigating the issue on how to provide that access to the building. Discussion continued.

b. Vacant Properties at Arthur Dunn Airpark

Mr. Daugherty stated that there were a lot of vacant homes that the Airport Authority had historically acquired at the Arthur Dunn Airpark vicinity that were in bad shape and needed to be sold and back on the tax roll. Mr. Daugherty stated that the proceeds could help pay off the Airport Authority loan, and that it would be a good idea to hire a real estate agent to help market them. Discussion continued.

Mr. Bird stated that if these properties were on the Airport Layout Plan, it would be a good idea to alert the FAA and get their buy-in. Mr. Bird stated that he would double check everything. Discussion continued.

c. Space Use Permit for Florida East Coast Railroad Parking Space

Mr. Daugherty gave an overview on the terms of the permit. Discussion continued.

Mr. Voss made a motion to approve the permit. Ms. Curry seconded. Discussion continued.

Mr. Craig called the question. All voted aye. Motion passed.

Attorney's Report

a. Investigation Findings of TCAA Counsel – Complaint Submitted by TCAA Fire Chief Wooldridge

Mr. Bird stated that he had not heard from the Florida Ethics Investigator. Mr. Craig called for a motion to table the item until the next meeting. Mr. Voss made the motion. Mr. Grainger seconded. Mr. Craig called the question. All voted aye. Motion passed.

b. Informal Part 13 Complaint Report Findings

Mr. Bird stated that there was a challenge by email from the property back to the FAA findings that the grant assurances were not violated as it pertained to 275 Manor Drive in Merritt Island. The Airport Authority wasn't asked to do anything. Mr. Craig asked Mr. Bird to contact Ms. Curry to give her a background on the legal issues. Mr. Bird stated that he would.

Airport Financial Report

Ms. Dawn Hannon, Accounting Consultant, stated that a copy of the Check Register had been provided.

a. Airport Authority Loan and Line of Credit

Ms. Hannon stated that she and Mr. Daugherty had met with two banks and did an analysis on establishing a line of credit and paying off the Airport Authority's current loan. Ms. Hannon stated that the better deal was through Suntrust, now called Truist. Ms. Hannon stated that they offered a very good interest rate. Discussion continued.

Mr. Craig paused the Regular Board Meeting at 5:01 pm in order to convene the First Budget Hearing.

Mr. Craig reconvened the Regular Board Meeting at 5:04 pm.

Mr. Craig called for a motion to approve the proposed Truist Line of Credit. Mr. Grainger made the motion. Mr. Voss seconded. Discussion continued.

Mr. Craig called the question. All voted aye. Motion passed.

Authority Members Report

Mr. Molitor, discussing the check register, asked why the Airport Authority paid \$8,939.00 to the County. Mr. Daugherty stated that it was for employee benefits.

Mr. Voss asked for an update on the palm-berry harvesting. Mr. Hopman gave an update, stating that the harvest wasn't until September. Discussion continued.

Mr. Voss discussed the budget line for maintenance, asking if the amount there, \$90,000.00 would be enough to cover the t-hangar maintenance and repairs. Mr. Daugherty stated that it may not be, and stated that there was a lot of CIP work coming forward and that issue would be part of it. Discussion continued.

Mr. Craig stated that the Board of Directors needed to elect a new Secretary, but he would like to wait for the full board to be in attendance.

Public Comment

Mr. Craig called for public comment. Mr. Daugherty requested to have one of his former engineers, Dr. Mohsen Mohammadi from American Infrastructure

Development, introduce himself to the Board. Dr. Mohammadi introduced himself and gave a brief history of his company, stating that he has worked with Mr. Daugherty for a long time. The Board thanked Dr. Mohammadi. Discussion continued.

Adjournment

Mr. Craig adjourned the meeting at 5:15 a.m.

JOHN CRAIG, CHAIRMAN

DONN MOUNT, VICE CHAIR/TREASURER

TITUSVILLE – COCOA AIRPORT AUTHORITY

The Budget Hearing of the Titusville - Cocoa Airport Authority was held on August 19, 2021 at 5:01 p.m. at the Titusville - Cocoa Airport Authority Office at 355 Golden Knights Boulevard, Titusville, FL and via video conference. The following members were present: Mr. John Craig, Chairman; Mr. Roger Molitor, via video-conference; Mr. Al Voss; Mr. Mark Grainger; Ms. Jessica Curry; Mr. Kevin Daugherty, Director of Airports; Mr. Adam Bird, Attorney, via video-conference. Mr. Donn Mount, Vice Chairman/Treasurer, was absent.

Call to Order

Mr. Craig called the meeting to order and determined that a quorum was present.

Consideration of Tentative 2021-2022 Fiscal Year Budget

Mr. Craig gave a brief overview of the process to the public.

Ms. Dawn Hannon, Accounting Consultant, stated that it was the exact same budget that the Board had seen the last time. Ms. Hannon stated that some money was moved to account for the Director's salary and benefits. Discussion continued.

Mr. Craig asked if the public would like to comment on the budget. Seeing no public comment Mr. Craig brought the budget back to the Board.

Adjournment

Mr. Sansom adjourned the meeting at 5:04 p.m.

JOHN CRAIG, CHAIRMAN

DONN MOUNT, VICE CHAIR/TREASURER



Federal Aviation Administration (FAA)
Orlando Airports District Office

Airport Grant Pre-application Checklist

(COMPLETE ONE CHECKLIST PER GRANT REQUEST)

Airport: ARTHUR DUNN AIRPARK
Sponsor: TITUSVILLE-COCOA AIRPORT AUTHORITY
City, State: TITUSVILLE, FL
Date of Pre- Application: 10/18/2021

- ☐ We do not plan on having a project this fiscal year. The FAA is authorized to carry our entitlements into the next fiscal year. (If checked, skip below pre-application checklist, sign/date and return to ADO)

Items Required with Pre-application (select N/A only if applicable to the project)

No.	Document	Yes	N/A
1.	Cover Letter	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2.	Detailed Project Information Sheet (per project item)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a.	Project Description and Justification (for Planning or Environmental Projects include Scope of Work)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b.	Special Circumstances	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c.	Project Funding (be aware of your federal funding entitlement dollars)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d.	Project Cost Estimate	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e.	Project Preliminary Checklist	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f.	Proposed Project Schedule	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g.	Project Sketch	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3.	Environmental Determination Documentation (per project item)	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Kevin Daugherty, AAE

Sponsor's Designated Official Representative (Type or Print)

Sponsor's Designated Official Representative (Signature)

9/14/2021

Date

The purpose of this checklist is to identify some of the requirements and considerations associated with requesting Airport Improvement Program (AIP) funds. This checklist was created by the Orlando ADO for Florida airport sponsors to submit in lieu of SF 424, 5100-100 / 101 (OMB 4040-004, 2120-0569) in order to simplify the AIP pre-application package. **Note SF 424 and the 5100 forms are still required components of the AIP APPLICATION package.**

Project No. 1: Detailed Project Information Sheet

Airport Improvement Program (AIP)

Airport : Arthur Dunn Airpark
 City, ST: Titusville, FL
 DUNS / TAX ID No. 591061002
 SAM Expiration Date: 2/19/2022
 Project Title: Master Plan and ALP Update

Project Description:

Update Airport Master Plan and Layout Plans

Project Justification:

The last update to the Master Plan was in 2011. It is outdated and does not best represent the current state of the Airport and its needs. Justified through FAA AIP Table 2-2 and E-2.c.(1)

Was this project in the airport's Capital Improvement Plan (CIP) in JACIP and accepted as eligible/justified in the FAA's Airport Capital Improvement Plan (ACIP)?

☒ Yes ☐ No (explain below)

Special Circumstances (check if applicable to the project):

- | | | |
|--|--|--|
| <input type="checkbox"/> Force Account Services | <input type="checkbox"/> Benefit Cost Analysis | <input type="checkbox"/> [Enter Other] |
| <input type="checkbox"/> Mods. To Standards | <input type="checkbox"/> Design-build or CMR | <input type="checkbox"/> [Enter Other] |
| <input type="checkbox"/> AIP eligible & non-eligible | <input type="checkbox"/> Exceeds FAA Stds. | <input type="checkbox"/> [Enter Other] |

Project Funding:

Total Cost (100%)	FAA Share (90%)	State (8%)	Local (2%)
\$ 300,000	\$ 270,000	\$ 24,000	\$ 6,000

Type of Funding Proposed (FAA Share Only)			
Fund Type	Funds Available	Funds to be Used	Funds Remaining
Discretionary	\$ 270,000	\$ 24,000	\$ 6,000
Total	\$ 270,000	\$ 24,000	\$ 6,000

Alternate Funding Plan: Provide an alternate funding plan if discretionary funding is unavailable, such as a substitute entitlement only project, reduce scope through bid alternates, move the project out to a future year, etc.

Project Cost Estimate Breakdown:

Master Plan and ALP Update	Cost (100%)	FAA (90%)
Construction	\$0	\$0
Engineering	\$0	\$0
Planning	\$300,000	\$270,000
Other 2	\$0	\$0
Subtotal Amount	\$300,000	\$270,000

Total Estimated Project Cost (100%) \$300,000

Total FAA Share Cost (90%) \$270,000

**NOTE: FAA does not participate on allowances / contingencies. By FAA policy, a line item for estimated administrative costs can be included in the grant application if the sponsor cannot accurately calculate the total administrative costs. However, these estimated administrative costs must not exceed 2% of the grant amount or \$10,000, whichever is less.*

Project Preliminary Checklist:

AIP Document Pre-requisites	Dates	
Date of FAA Approved ALP	7/13/2011	
Date of last 5010, Airport Master Record verification for data corrections.	9/9/2021	
Date of last FAA approved Exhibit "A" Property Inventory Map w/ Exhibit "C", Title of Opinion	7/13/2011	
Date of Environmental Determination	N/A	
Date of last Airport Pavement Maintenance Program.	11/19/2019	
Date of Land Acquisition (if applicable)	N/A	
Impacts to FAA Facilities	Yes	No
Does the project impact FAA facilities?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes, provide a statement with the status of FAA Reimbursable Agreement w/ FAA Planning & Requirements		

Project #1: Master Plan and ALP Update
PROPOSED PROJECT SCHEDULE

<u>Proposed Project Schedule:</u>	<u>Dates:</u>
Selection of Consultant	7/1/2022
Pre-Application Submittal to FAA ADO Planner	10/18/2021
Pre-design Conference	N/A
CSPP and Airspace Coordination in iOE/AAA ¹	N/A
Completion of Plans, Specifications and Engineers Report	N/A
Submit Plans and Specs to FAA ²	9/30/2022
Advertisement of Project for Bids	N/A
Bid Opening	N/A
Bid Tabulation Submittal and Recommendation of Award	N/A
Application Submittal to FAA ADO Engineer	Click here to enter a date.
Grant Offer	Click here to enter a date.
Execution of FAA Grant	Click here to enter a date.
Pre-construction Conference	Click here to enter a date.
Notice to Proceed to Contractor ³	Click here to enter a date.
Substantial Completion of Construction	Click here to enter a date.
Final Inspection	Click here to enter a date.
Project Close-Out ⁴	Click here to enter a date.

Notes = To be coordinated with the ADO Engineer prior to grant application submittal.

¹ Coordination of CSPP and airspace in iOE/AAA shall be completed / determined before grant application submittal. Refer to CSPP SOP 1.00 for CSPP project applicability requirements.

² For any construction grants, Plans / Specs & the Engineers Report must be submitted to the ADO PM for review and approval prior to bid advertisement in accordance with 2 CFR 200. Sponsor will be responsible for removing / prorating all non-AIP eligible bid items identified prior to grant execution.

³ Once all contract documents have been executed, the sponsor will issue a notice to proceed to the contractor. The sponsor must send a copy of the notice to proceed to the ADO PM.

⁴ Project shall remain on schedule as shown above. Note that closeout of an AIP grant must not exceed four (4) years after grant execution date. You may refer to the AIP Handbook - Chapter 5, Section 8, Grant Closeout for additional details.

Project No. 1: Detailed Project Information Sheet**Airport Improvement Program (AIP)**

Airport : Merritt Island Airport
City, ST: Titusville, FL
DUNS / TAX ID No. 591061002
SAM Expiration Date: 2/19/2022
Project Title: Master Plan and ALP Update

Project Description:

Update Airport Master Plan and Layout Plans

Project Justification:

The last update to the Master Plan was in 2011. It is outdated and does not best represent the current state of the Airport and its needs. Justified through FAA AIP Table 2-2 and E-2.c.(1)

Was this project in the airport's Capital Improvement Plan (CIP) in JACIP and accepted as eligible/justified in the FAA's Airport Capital Improvement Plan (ACIP)?

☒ Yes ☐ No (explain below)

Special Circumstances (check if applicable to the project):

- | | | |
|--|--|--|
| <input type="checkbox"/> Force Account Services | <input type="checkbox"/> Benefit Cost Analysis | <input type="checkbox"/> [Enter Other] |
| <input type="checkbox"/> Mods. To Standards | <input type="checkbox"/> Design-build or CMR | <input type="checkbox"/> [Enter Other] |
| <input type="checkbox"/> AIP eligible & non-eligible | <input type="checkbox"/> Exceeds FAA Stds. | <input type="checkbox"/> [Enter Other] |

Project Funding:

Total Cost (100%)	FAA Share (90%)	State (8%)	Local (2%)
\$ 350,000	\$ 315,000	\$ 28,000	\$ 7,000

Type of Funding Proposed (FAA Share Only)			
Fund Type	Funds Available	Funds to be Used	Funds Remaining
Discretionary	\$ 315,000	\$ 28,000	\$ 7,000
Total	\$ 315,000	\$ 28,000	\$ 7,000

Alternate Funding Plan:

Provide an alternate funding plan if discretionary funding is unavailable, such as a substitute entitlement only project, reduce scope through bid alternates, move the project out to a future year, etc.

Project Cost Estimate Breakdown:

Master Plan and ALP Update	Cost (100%)	FAA (90%)
Construction	\$0	\$0
Engineering	\$0	\$0
Planning	\$350,000	\$315,000
Other 2	\$0	\$0
Subtotal Amount	\$350,000	\$315,000

Total Estimated Project Cost (100%) \$350,000

Total FAA Share Cost (90%) \$315,000

**NOTE: FAA does not participate on allowances / contingencies. By FAA policy, a line item for estimated administrative costs can be included in the grant application if the sponsor cannot accurately calculate the total administrative costs. However, these estimated administrative costs must not exceed 2% of the grant amount or \$10,000, whichever is less.*

Project Preliminary Checklist:

AIP Document Pre-requisites	Dates	
Date of FAA Approved ALP	7/13/2011	
Date of last 5010, Airport Master Record verification for data corrections.	9/9/2021	
Date of last FAA approved Exhibit "A" Property Inventory Map w/ Exhibit "C", Title of Opinion	7/13/2011	
Date of Environmental Determination	N/A	
Date of last Airport Pavement Maintenance Program.	11/19/2019	
Date of Land Acquisition (if applicable)	N/A	
Impacts to FAA Facilities	Yes	No
Does the project impact FAA facilities?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes, provide a statement with the status of FAA Reimbursable Agreement w/ FAA Planning & Requirements		

Project #1: Master Plan and ALP Update
PROPOSED PROJECT SCHEDULE

<u>Proposed Project Schedule:</u>	<u>Dates:</u>
Selection of Consultant	7/1/2022
Pre-Application Submittal to FAA ADO Planner	10/18/2021
Pre-design Conference	N/A
CSPP and Airspace Coordination in iOE/AAA ¹	N/A
Completion of Plans, Specifications and Engineers Report	N/A
Submit Plans and Specs to FAA ²	9/30/2022
Advertisement of Project for Bids	N/A
Bid Opening	N/A
Bid Tabulation Submittal and Recommendation of Award	N/A
Application Submittal to FAA ADO Engineer	Click here to enter a date.
Grant Offer	Click here to enter a date.
Execution of FAA Grant	Click here to enter a date.
Pre-construction Conference	Click here to enter a date.
Notice to Proceed to Contractor ³	Click here to enter a date.
Substantial Completion of Construction	Click here to enter a date.
Final Inspection	Click here to enter a date.
Project Close-Out ⁴	Click here to enter a date.

XXXX = To be coordinated with the ADO Engineer prior to grant application submittal.

¹ Coordination of CSPP and airspace in iOE/AAA shall be completed / determined before grant application submittal. Refer to CSPP SOP 1.00 for CSPP project applicability requirements.

² For any construction grants, Plans / Specs & the Engineers Report must be submitted to the ADO PM for review and approval prior to bid advertisement in accordance with 2 CFR 200. Sponsor will be responsible for removing / prorating all non-AIP eligible bid items identified prior to grant execution.

³ Once all contract documents have been executed, the sponsor will issue a notice to proceed to the contractor. The sponsor must send a copy of the notice to proceed to the ADO PM.

⁴ Project shall remain on schedule as shown above. Note that closeout of an AIP grant must not exceed four (4) years after grant execution date. You may refer to the AIP Handbook - Chapter 5, Section 8, Grant Closeout for additional details.

Project No. 2: Detailed Project Information Sheet

Airport Improvement Program (AIP)

Airport : Merritt Island Airport
 City, ST: Merritt Island, FL
 DUNS / TAX ID No. 591061002
 SAM Expiration Date: 2/19/2022
 Project Title: Taxi-lane Development Design

Project Description:

Design and Bidding for a taxi-lane expansion on the south side of the Merritt Island Airport to meet a very high demand for aircraft parking and storage. The project will include design of airfield pavements, associated edge lighting, drainage improvements, potable water access and fire protection, exterior lighting, and

Project Justification:

The proposed taxi-lanes will serve the Public providing access to multiple buildings and are justified through Appendix H-Table H-4.

Was this project in the airport's Capital Improvement Plan (CIP) in JACIP and accepted as eligible/justified in the FAA's Airport Capital Improvement Plan (ACIP)?

☒ Yes ☐ No (explain below)

Special Circumstances (check if applicable to the project):

- | | | |
|--|--|--|
| <input type="checkbox"/> Force Account Services | <input type="checkbox"/> Benefit Cost Analysis | <input type="checkbox"/> [Enter Other] |
| <input type="checkbox"/> Mods. To Standards | <input type="checkbox"/> Design-build or CMR | <input type="checkbox"/> [Enter Other] |
| <input type="checkbox"/> AIP eligible & non-eligible | <input type="checkbox"/> Exceeds FAA Stds. | <input type="checkbox"/> [Enter Other] |

Project Funding:

Total Cost (100%)	FAA Share (90%)	State (8%)	Local (2%)
\$ 300,000	\$ 270,000	\$ 24,000	\$ 6,000

Type of Funding Proposed (FAA Share Only)			
Fund Type	Funds Available	Funds to be Used	Funds Remaining
Discretionary	\$ 270,000	\$ 24,000	\$ 6,000
Total	\$ 270,000	\$ 24,000	\$ 6,000

Alternate Funding Plan: *Provide an alternate funding plan if discretionary funding is unavailable, such as a substitute entitlement only project, reduce scope through bid alternates, move the project out to a future year, etc.*

Project Cost Estimate Breakdown:

Taxi-lane Development Design	Cost (100%)	FAA (90%)
Construction	\$0	\$0
Engineering	\$300,000	\$300,000
Planning	\$0	\$0
Other 2	\$0	\$0
Subtotal Amount	\$300,000	\$270,000

Total Estimated Project Cost (100%) \$300,000

Total FAA Share Cost (90%) \$270,000

**NOTE: FAA does not participate on allowances / contingencies. By FAA policy, a line item for estimated administrative costs can be included in the grant application if the sponsor cannot accurately calculate the total administrative costs. However, these estimated administrative costs must not exceed 2% of the grant amount or \$10,000, whichever is less.*

Project Preliminary Checklist:

AIP Document Pre-requisites	Dates	
Date of FAA Approved ALP	3/23/2010	
Date of last 5010, Airport Master Record verification for data corrections.	9/9/2021	
Date of last FAA approved Exhibit "A" Property Inventory Map w/ Exhibit "C", Title of Opinion	None	
Date of Environmental Determination	9/14/2021	
Date of last Airport Pavement Maintenance Program.	6/2/2021	
Date of Land Acquisition (if applicable)	N/A	
Impacts to FAA Facilities	Yes	No
Does the project impact FAA facilities?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes, provide a statement with the status of FAA Reimbursable Agreement w/ FAA Planning & Requirements		

Project #2: Taxi-lane Development Design
PROPOSED PROJECT SCHEDULE

<u>Proposed Project Schedule:</u>	<u>Dates:</u>
Selection of Consultant	7/1/2022
Pre-Application Submittal to FAA ADO Planner	10/18/2021
Pre-design Conference	N/A
CSPP and Airspace Coordination in iOE/AAA ¹	N/A
Completion of Plans, Specifications and Engineers Report	N/A
Submit Plans and Specs to FAA ²	3/30/2023
Advertisement of Project for Bids	6/1/2023
Bid Opening	7/8/2023
Bid Tabulation Submittal and Recommendation of Award	7/15/2023
Application Submittal to FAA ADO Engineer	Click here to enter a date.
Grant Offer	Click here to enter a date.
Execution of FAA Grant	Click here to enter a date.
Pre-construction Conference	Click here to enter a date.
Notice to Proceed to Contractor ³	Click here to enter a date.
Substantial Completion of Construction	Click here to enter a date.
Final Inspection	Click here to enter a date.
Project Close-Out ⁴	Click here to enter a date.

¹ = To be coordinated with the ADO Engineer prior to grant application submittal.

¹ Coordination of CSPP and airspace in iOE/AAA shall be completed / determined before grant application submittal. Refer to CSPP SOP 1.00 for CSPP project applicability requirements.

² For any construction grants, Plans / Specs & the Engineers Report must be submitted to the ADO PM for review and approval prior to bid advertisement in accordance with 2 CFR 200. Sponsor will be responsible for removing / prorating all non-AIP eligible bid items identified prior to grant execution.

³ Once all contract documents have been executed, the sponsor will issue a notice to proceed to the contractor. The sponsor must send a copy of the notice to proceed to the ADO PM.

⁴ Project shall remain on schedule as shown above. Note that closeout of an AIP grant must not exceed four (4) years after grant execution date. You may refer to the AIP Handbook - Chapter 5, Section 8, Grant Closeout for additional details.



by	DPN
by	DPN
by	TF

NOTES

1. ALL ELEVATIONS BASED ON NAVD 89,
ABOVE MEAN SEA LEVEL (AMSL).

2 EXIST = EXISTING
FUT = FUTURE

4. RUNWAY 11-20 BRL INDICATES INNER LIMITS FOR A 17' HIGH BUILDING 22.5' (N2L).

CONSTRUCTION NOTICE PRELIMINARY

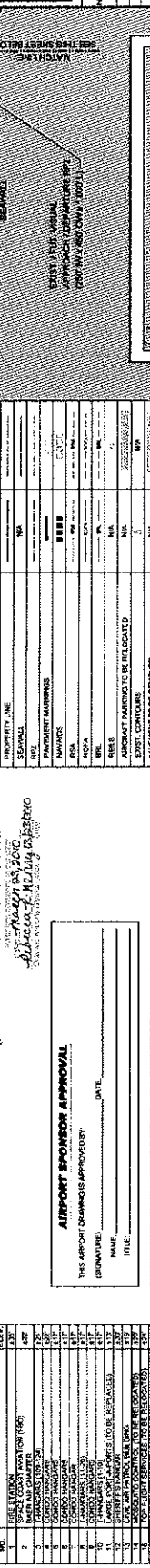
To protect operational safety and future development, all proposed construction on the airport must be coordinated by the airport owner with the FAA Airports District Office prior to construction. FAA's review takes approximately 60 days.

[illegible]

**Merritt Island Airport
Merritt Island, FL
Master Plan Update**

AIRPORT LAYOUT PLAN DRAWING

312001300182086	March 2009	Planning	2
1" = 200'			



RUNWAY DATA TABLE		RUNWAY 11-29	
		EXTENSION	REMARKS
17	STATUS FOR CONSTRUCTION		
18	OWNER AND AGENCY RESPONSIBILITY		
19	TO BE RELOCATED	YES	
20	REMARKS (14-18)		
21	REMARKS (19-21)		
22	REMARKS (22-24)		
23	REMARKS (25-27)		
24	REMARKS (28-30)		
25	REMARKS (31-33)		
26	REMARKS (34-36)		
27	REMARKS (37-39)		
28	REMARKS (40-42)		
29	REMARKS (43-45)		
30	REMARKS (46-48)		
31	REMARKS (49-51)		
32	REMARKS (52-54)		
33	REMARKS (55-57)		
34	REMARKS (58-60)		
35	REMARKS (61-63)		
36	REMARKS (64-66)		
37	REMARKS (67-69)		
38	REMARKS (70-72)		
39	REMARKS (73-75)		
40	REMARKS (76-78)		
41	REMARKS (79-81)		
42	REMARKS (82-84)		
43	REMARKS (85-87)		
44	REMARKS (88-90)		
45	REMARKS (91-93)		
46	REMARKS (94-96)		
47	REMARKS (97-99)		
48	REMARKS (100-102)		
49	REMARKS (103-105)		
50	REMARKS (106-108)		
51	REMARKS (109-111)		
52	REMARKS (112-114)		
53	REMARKS (115-117)		
54	REMARKS (118-120)		
55	REMARKS (121-123)		
56	REMARKS (124-126)		
57	REMARKS (127-129)		
58	REMARKS (130-132)		
59	REMARKS (133-135)		
60	REMARKS (136-138)		
61	REMARKS (139-141)		
62	REMARKS (142-144)		
63	REMARKS (145-147)		
64	REMARKS (148-150)		
65	REMARKS (151-153)		
66	REMARKS (154-156)		
67	REMARKS (157-159)		
68	REMARKS (160-162)		
69	REMARKS (163-165)		
70	REMARKS (166-168)		
71	REMARKS (169-171)		
72	REMARKS (172-174)		
73	REMARKS (175-177)		
74	REMARKS (178-180)		
75	REMARKS (181-183)		
76	REMARKS (184-186)		
77	REMARKS (187-189)		
78	REMARKS (190-192)		
79	REMARKS (193-195)		
80	REMARKS (196-198)		
81	REMARKS (199-201)		
82	REMARKS (202-204)		
83	REMARKS (205-207)		
84	REMARKS (208-210)		
85	REMARKS (211-213)		
86	REMARKS (214-216)		
87	REMARKS (217-219)		
88	REMARKS (220-222)		
89	REMARKS (223-225)		
90	REMARKS (226-228)		
91	REMARKS (229-231)		
92	REMARKS (232-234)		
93	REMARKS (235-237)		
94	REMARKS (238-240)		
95	REMARKS (241-243)		
96	REMARKS (244-246)		
97	REMARKS (247-249)		
98	REMARKS (250-252)		
99	REMARKS (253-255)		
100	REMARKS (256-258)		
101	REMARKS (259-261)		
102	REMARKS (262-264)		
103	REMARKS (265-267)		
104	REMARKS (268-270)		
105	REMARKS (271-273)		
106	REMARKS (274-276)		
107	REMARKS (277-279)		
108	REMARKS (280-282)		
109	REMARKS (283-285)		
110	REMARKS (286-288)		
111	REMARKS (289-291)		
112	REMARKS (292-294)		
113	REMARKS (295-297)		</

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Project No. 1: Detailed Project Information Sheet

Airport Improvement Program (AIP)

Airport : Space Coast Regional Airport
 City, ST: Titusville, FL
 DUNS / TAX ID No. 591061002
 SAM Expiration Date: 2/19/2022
 Project Title: Master Plan and ALP Update

Project Description:

Update Airport Master Plan and Layout Plans

Project Justification:

The last update to the Master Plan was in 2011. It is outdated and does not best represent the current state of the Airport and its needs. Justified through FAA AIP Table 2-2 and E-2.c.(1)

Was this project in the airport's Capital Improvement Plan (CIP) in JACIP and accepted as eligible/justified in the FAA's Airport Capital Improvement Plan (ACIP)?

☒ Yes ☐ No (explain below)

Special Circumstances (check if applicable to the project):

- | | | |
|--|--|--|
| <input type="checkbox"/> Force Account Services | <input type="checkbox"/> Benefit Cost Analysis | <input type="checkbox"/> [Enter Other] |
| <input type="checkbox"/> Mods. To Standards | <input type="checkbox"/> Design-build or CMR | <input type="checkbox"/> [Enter Other] |
| <input type="checkbox"/> AIP eligible & non-eligible | <input type="checkbox"/> Exceeds FAA Stds. | <input type="checkbox"/> [Enter Other] |

Project Funding:

Total Cost (100%)	FAA Share (90%)	State (8%)	Local (2%)
\$ 350,000	\$ 315,000	\$ 28,000	\$ 7,000

Type of Funding Proposed (FAA Share Only)			
Fund Type	Funds Available	Funds to be Used	Funds Remaining
Discretionary	\$ 315,000	\$ 28,000	\$ 7,000
Total	\$ 315,000	\$ 28,000	\$ 7,000

Alternate Funding Plan: *Provide an alternate funding plan if discretionary funding is unavailable, such as a substitute entitlement only project, reduce scope through bid alternates, move the project out to a future year, etc.*

Project Cost Estimate Breakdown:

Master Plan and ALP Update	Cost (100%)	FAA (90%)
Construction	\$0	\$0
Engineering	\$0	\$0
Planning	\$350,000	\$315,000
Other 2	\$0	\$0
Subtotal Amount	\$350,000	\$315,000

Total Estimated Project Cost (100%) \$350,000

Total FAA Share Cost (90%) \$315,000

**NOTE: FAA does not participate on allowances / contingencies. By FAA policy, a line item for estimated administrative costs can be included in the grant application if the sponsor cannot accurately calculate the total administrative costs. However, these estimated administrative costs must not exceed 2% of the grant amount or \$10,000, whichever is less.*

Project Preliminary Checklist:

AIP Document Pre-requisites	Dates	
Date of FAA Approved ALP	7/13/2011	
Date of last 5010, Airport Master Record verification for data corrections.	9/9/2021	
Date of last FAA approved Exhibit "A" Property Inventory Map w/ Exhibit "C", Title of Opinion	7/13/2011	
Date of Environmental Determination	N/A	
Date of last Airport Pavement Maintenance Program.	11/19/2019	
Date of Land Acquisition (if applicable)	N/A	
Impacts to FAA Facilities	Yes	No
Does the project impact FAA facilities?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes, provide a statement with the status of FAA Reimbursable Agreement w/ FAA Planning & Requirements		

Project #1: Master Plan and ALP Update
PROPOSED PROJECT SCHEDULE

<u>Proposed Project Schedule:</u>	<u>Dates:</u>
Selection of Consultant	7/1/2022
Pre-Application Submittal to FAA ADO Planner	10/18/2021
Pre-design Conference	N/A
CSPP and Airspace Coordination in iOE/AAA ¹	N/A
Completion of Plans, Specifications and Engineers Report	N/A
Submit Plans and Specs to FAA ²	9/30/2022
Advertisement of Project for Bids	N/A
Bid Opening	N/A
Bid Tabulation Submittal and Recommendation of Award	N/A
Application Submittal to FAA ADO Engineer	Click here to enter a date.
Grant Offer	Click here to enter a date.
Execution of FAA Grant	Click here to enter a date.
Pre-construction Conference	Click here to enter a date.
Notice to Proceed to Contractor ³	Click here to enter a date.
Substantial Completion of Construction	Click here to enter a date.
Final Inspection	Click here to enter a date.
Project Close-Out ⁴	Click here to enter a date.

¹ ***To be coordinated with the ADO Engineer prior to grant application submittal.***

¹ Coordination of CSPP and airspace in iOE/AAA shall be completed / determined before grant application submittal. Refer to CSPP SOP 1.00 for CSPP project applicability requirements.

² For any construction grants, Plans / Specs & the Engineers Report must be submitted to the ADO PM for review and approval prior to bid advertisement in accordance with 2 CFR 200. Sponsor will be responsible for removing / prorating all non-AIP eligible bid items identified prior to grant execution.

³ Once all contract documents have been executed, the sponsor will issue a notice to proceed to the contractor. The sponsor must send a copy of the notice to proceed to the ADO PM.

⁴ Project shall remain on schedule as shown above. Note that closeout of an AIP grant must not exceed four (4) years after grant execution date. You may refer to the AIP Handbook - Chapter 5, Section 8, Grant Closeout for additional details.

Project No. 2: Detailed Project Information Sheet

Airport Improvement Program (AIP)

Airport : Space Coast Regional Airport
 City, ST: Titusville, FL
 DUNS / TAX ID No. 591061002
 SAM Expiration Date: 2/19/2022
 Project Title: Runway 18-36 Rehab Design

Project Description:

Design and Bidding for rehabilitation of the Runway 18-36 at TIX (Primary).

Project Justification:

The Runway 18-36 (Primary) has a PCI of 57 and requires investigation and rehabilitation. Justified through FAA AIP Table G-1.a.

Was this project in the airport's Capital Improvement Plan (CIP) in JACIP and accepted as eligible/justified in the FAA's Airport Capital Improvement Plan (ACIP)?

☒ Yes ☐ No (explain below)

Special Circumstances (check if applicable to the project):

- | | | |
|--|--|--|
| <input type="checkbox"/> Force Account Services | <input type="checkbox"/> Benefit Cost Analysis | <input type="checkbox"/> [Enter Other] |
| <input type="checkbox"/> Mods. To Standards | <input type="checkbox"/> Design-build or CMR | <input type="checkbox"/> [Enter Other] |
| <input type="checkbox"/> AIP eligible & non-eligible | <input type="checkbox"/> Exceeds FAA Stds. | <input type="checkbox"/> [Enter Other] |

Project Funding:

Total Cost (100%)	FAA Share (90%)	State (8%)	Local (2%)
\$ 300,000	\$ 270,000	\$ 24,000	\$ 6,000

Type of Funding Proposed (FAA Share Only)			
Fund Type	Funds Available	Funds to be Used	Funds Remaining
Discretionary	\$ 270,000	\$ 24,000	\$ 6,000
Total	\$ 270,000	\$ 24,000	\$ 6,000

Alternate Funding Plan: Provide an alternate funding plan if discretionary funding is unavailable, such as a substitute entitlement only project, reduce scope through bid alternates, move the project out to a future year, etc.

Project Cost Estimate Breakdown:

Runway 18-36 Rehab Design	Cost (100%)	FAA (90%)
Construction	\$0	\$0
Engineering	\$0	\$0
Planning	\$300,000	\$270,000
Other 2	\$0	\$0
Subtotal Amount	\$300,000	\$270,000

Total Estimated Project Cost (100%) \$300,000

Total FAA Share Cost (90%) \$270,000

**NOTE: FAA does not participate on allowances / contingencies. By FAA policy, a line item for estimated administrative costs can be included in the grant application if the sponsor cannot accurately calculate the total administrative costs. However, these estimated administrative costs must not exceed 2% of the grant amount or \$10,000, whichever is less.*

Project Preliminary Checklist:

AIP Document Pre-requisites	Dates	
Date of FAA Approved ALP	7/13/2011	
Date of last 5010, Airport Master Record verification for data corrections.	9/9/2021	
Date of last FAA approved Exhibit "A" Property Inventory Map w/ Exhibit "C", Title of Opinion	7/13/2011	
Date of Environmental Determination	9/13/2021	
Date of last Airport Pavement Maintenance Program.	11/19/2019	
Date of Land Acquisition (if applicable)	N/A	
Impacts to FAA Facilities	Yes	No
Does the project impact FAA facilities?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If yes, provide a statement with the status of FAA Reimbursable Agreement w/ FAA Planning & Requirements		

Project #2: Runway 18-36 Rehab Design
PROPOSED PROJECT SCHEDULE

<u>Proposed Project Schedule:</u>	<u>Dates:</u>
Selection of Consultant	7/1/2022
Pre-Application Submittal to FAA ADO Planner	10/18/2021
Pre-design Conference	N/A
CSPP and Airspace Coordination in iOE/AAA ¹	N/A
Completion of Plans, Specifications and Engineers Report	N/A
Submit Plans and Specs to FAA ²	3/30/2023
Advertisement of Project for Bids	6/1/2023
Bid Opening	7/8/2023
Bid Tabulation Submittal and Recommendation of Award	7/15/2023
Application Submittal to FAA ADO Engineer	Click here to enter a date.
Grant Offer	Click here to enter a date.
Execution of FAA Grant	Click here to enter a date.
Pre-construction Conference	Click here to enter a date.
Notice to Proceed to Contractor ³	Click here to enter a date.
Substantial Completion of Construction	Click here to enter a date.
Final Inspection	Click here to enter a date.
Project Close-Out ⁴	Click here to enter a date.

¹ N/A = To be coordinated with the ADO Engineer prior to grant application submittal.

¹ Coordination of CSPP and airspace in iOE/AAA shall be completed / determined before grant application submittal. Refer to CSPP SOP 1.00 for CSPP project applicability requirements.

² For any construction grants, Plans / Specs & the Engineers Report must be submitted to the ADO PM for review and approval prior to bid advertisement in accordance with 2 CFR 200. Sponsor will be responsible for removing / prorating all non-AIP eligible bid items identified prior to grant execution.

³ Once all contract documents have been executed, the sponsor will issue a notice to proceed to the contractor. The sponsor must send a copy of the notice to proceed to the ADO PM.

⁴ Project shall remain on schedule as shown above. Note that closeout of an AIP grant must not exceed four (4) years after grant execution date. You may refer to the AIP Handbook - Chapter 5, Section 8, Grant Closeout for additional details.

LEASE TERMINATION AGREEMENT

THIS LEASE TERMINATION AGREEMENT (this “**Agreement**”) is entered into as of this 14 day of September 2021 by and between the **TITUSVILLE-COCOA AIRPORT AUTHORITY**, a special taxing district existing under the laws of the State of Florida whose address is 355 Golden Knights Boulevard, Titusville, Florida 32780 (“**Landlord**”), and **NORTH AMERICAN SURVEILLANCE SYSTEMS, INC.**, a Florida corporation whose address is 7065 Challenger Avenue, Titusville, Florida 32780 (“**Tenant**”).

RECITALS

WHEREAS, Landlord and Tenant are parties to a certain lease agreement for the lease of commercial property located at Space Coast Regional Airport, which is owned and operated by Landlord, more particularly described as that certain “Lease Agreement” with an effective date of 06/15/2016 for a parcel of real property with improvements and a general address of 55 Bristow Way, Titusville, FL 32780 (the “**Lease**”); and

WHEREAS, the initial term of the Lease was set to expire on or about June 15, 2018 but Landlord and Tenant subsequently formally agreed and acknowledge that the first 2-year option period (from June 15, 2018 through June 14, 2020) was properly and appropriately exercised (or otherwise waived any deficiencies related to said exercise) such that the Lease remained still fully in effect pursuant to the terms thereof; and

WHEREAS, on or about May 20, 2020, Landlord and Tenant entered into a written Acknowledgment of Exercise of Second Option to Extend Lease Agreement whereby the term of the Lease was extended through June 14, 2022; and

WHEREAS, as a result of difficult economic conditions and changes to its business operations, Tenant has requested to terminate the Lease early and give up its right to use and possession of all property subject to the Lease in exchange for relief from its obligations under the Lease, including without limitation the obligation to pay Landlord rent thereunder; and

WHEREAS, as a concession to Tenant that is in Landlord’s best interest as Tenant and/or Tenant’s affiliated entity(ies) still leases substantial property from Landlord and pays Landlord substantial amounts of rent related thereto, Landlord is willing to consent to such termination of the Lease upon the terms and conditions contained herein.

AGREEMENT

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

1. **“Whereas” Clauses.** Landlord and Tenant agree and acknowledge that the representations contained in the above “Whereas” clauses are true and accurate and that they were expressly relied upon by Landlord and Tenant in the entry into this Agreement.

2. **Termination of Lease.** With the exception of any term(s) that expressly survive termination of the Lease as set forth therein, Landlord and Tenant agree and acknowledge that the Lease shall terminate at 11:59 p.m. on September 16, 2021. Landlord and Tenant agree to abide by all terms of the Lease through September 16, 2021, including without limitation provisions regarding use and possession of the leased premises and payment of rent. Tenant agrees to fully vacate the demised premises subject to the Lease on or before September 16, 2021, and to leave said demised premises in the condition required by the Lease. Tenant further agrees that this termination of the Lease shall include any and all options to extend the Lease as set forth therein, which Tenant voluntarily waives, relinquishes and disclaims.

3. **Authorization.** Tenant represents and warrants to Landlord that its execution and delivery of this Agreement has been duly authorized, that the person executing this Agreement on behalf of such party (including without limitation on behalf of Bristow Academy, Inc.) has been duly authorized to do so, and that no other action or approval is required with respect to this Agreement.

4. **No Waiver.** This Agreement shall not operate as a waiver by Landlord of any of its rights under the Lease that accrued during the Lease term, including without limitation its right to enforce any terms of the Lease.

5. **Miscellaneous.**

a. This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter contained herein and may not be changed orally but only by an agreement in writing signed by Landlord and Tenant. Except as set forth herein, Neither Landlord nor Tenant is relying upon any representations, warranties, statements or agreements not explicitly contained in this Agreement as an inducement to such party's entering into this Agreement.

b. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

c. This Agreement may be executed in any number of counterparts, which counterparts, taken together, shall constitute one and the same instrument. It is agreed that an electronic .PDF signature shall evidence and constitute valid execution of this Agreement and shall be binding on the signing party and shall be the same as delivery of an original. At the request of any party, electronic pdf transmitted signatures will be confirmed by the delivery to the requesting party a signed original counterpart of this Agreement.

d. If any of the provisions of this Agreement, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of the Agreement or the application of such provision or provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby, and every provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

LANDLORD:

**TITUSVILLE-COCOA
AIRPORT AUTHORITY**

By: _____
Name: _____
Title: _____

Approved as to form and legality
this _____ day of _____, 2021.

WhiteBird, PLLC

By: _____
Adam M. Bird, Esq.
TCAA Legal Counsel

WITNESSES:

By: _____


(Print Name)

By: _____

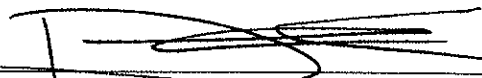
(Print Name)

TENANT:


**NORTH AMERICAN
SURVEILLANCE SYSTEMS, INC.**

By:  _____
Name: NICHOLAS VEASEY
Title: CFO

WITNESSES:

By:  _____

Daniel Enos
(Print Name)

By:  _____

Anthony Fadel
(Print Name)

TITUSVILLE-COCOA AIRPORT AUTHORITY



AERONAUTICAL LEASE AGREEMENT

Space Coast Regional Airport

Titusville, Florida

Lessee:

SPACE PERSPECTIVE, INC.

AERONAUTICAL LEASE AGREEMENT

THIS AERONAUTICAL LEASE AGREEMENT (the "Lease" or "Agreement") made and entered into this _____ day of _____, 2021 (the "Effective Date") by and between the **TITUSVILLE COCOA AIRPORT AUTHORITY**, as the governing body of the Titusville Cocoa Airport District, a special taxing district existing by and under the laws of the State of Florida with its principal place of business located at 355 Golden Knights Blvd., Titusville, FL 32780 (the "**Authority**"), and **SPACE PERSPECTIVE INC.**, a Delaware corporation authorized to do business in the State of Florida with its principal place of business located at J5-1196, Mail Code SPI, Shuttle Landing Facility, Kennedy Space Center, FL 32899-0001 (the "**Lessee**").

WITNESSETH:

WHEREAS, Authority owns and operates airports known as Arthur Dunn Airpark (X21), Space Coast Regional Airport (TIX), and Merritt Island Airport (COI), and Authority is desirous of leasing to Lessee certain premises hereinafter more fully described and located at Space Coast Regional Airport, together with the right to use and enjoy individually and in common with others the facilities referred to; and

WHEREAS, Authority wishes to lease to Lessee and Lessee wishes to lease from Authority an aeronautical parcel of real property, together with various improvements including a hangar, located at Space Coast Regional Airport and totaling 54,351.60 square feet (building/pavement/land) (the "Property," as more specifically identified on **Exhibit "A"** hereto), to occupy and use the same for the express purposes set forth herein and pursuant to the terms hereof.

NOW, THEREFORE, in consideration of the mutual agreements, covenants, and conditions herein contained, Authority does hereby lease, demise, grant and let to Lessee, the Property, more particularly identified in **Exhibit "A"** attached hereto, upon the following terms and conditions, to-wit:

ARTICLE I LEASED PREMISES

Authority hereby leases unto Lessee, and Lessee hereby leases from Authority, the Property located at 55 Bristow Way, Titusville, FL 32780, as more specifically described in

Exhibit "A" hereto, consisting of approximately **54,351.60 square feet** of real property, more or less, located at the **Space Coast Regional Airport**.

To the extent it has not yet been provided and as soon as reasonably practical after the execution of this Lease, Lessee shall be responsible for obtaining, at its sole cost and expense, a boundary survey for the Property depicting the true boundaries thereof, and the same shall be appended hereto and become a part of **Exhibit "A"** to this Lease (together with the current **Exhibit "A"**), and each and every reference in this Lease to **Exhibit "A"** shall refer to said composite exhibit consisting of the current **Exhibit "A"** and the land survey to be appended hereto after execution of this Lease. Both Authority and Lessee acknowledge that each has sufficient information and knowledge to locate the Property, as defined herein, but further agree that in an abundance of caution and for the sake of clarity, the aforementioned boundary survey shall be required to set the formal and defined metes and bounds of the Property. Notwithstanding that said boundary survey may not be attached to this Lease at the time it is executed, both Authority and Lessee knowingly and voluntarily waive any argument either has or may have that failure to attach the boundary survey at or before the time this Lease is executed in any way affects the validity and/or enforceability of this Lease, including without limitation any argument that the Property herein is not sufficiently defined prior to the attachment of said boundary survey.

Section 1.01 -Conditions.

- A. Lessee hereby accepts the Property in its "as is" condition, and subject to (i) all applicable building codes, zoning regulations, and municipal, county, state and federal ordinances and regulations governing or regulating the use of the Property, and (ii) any covenants, easements and restrictions of record.
- B. Lessee acknowledges that Authority has made no representations or warranties respecting the suitability of the Property for Lessee's purposes and that Authority has no obligation whatsoever to repair, maintain, renovate or otherwise incur any cost or expense with respect to the Property and/or any leasehold improvements, fixtures, furnishing or equipment installed in or used on the Property, except as otherwise set forth in this Lease.

- C. Lessee agrees that it shall provide sufficient facilities and/or accommodation on the Property for the required stormwater retention if and to the extent the same may be required by the Florida Department of Environmental Regulation, Brevard County, or the City of Titusville.
- D. Lessee further agrees that it shall observe all setback and landscaping requirements set forth by the applicable governmental agency and that it will irrigate and maintain in clean and well-kempt condition all landscaped areas.
- E. Lessee further agrees that it shall observe all applicable Airport Rules and Regulations regarding the use of the Property and that approved improvements to be constructed by Lessee will be used solely for commercial aviation endeavors.

ARTICLE II
TERM AND RENEWAL

Section 2.01 -Term

- A. The term of this Lease shall be a period of **twenty-four (24) months** commencing on the **1st day of October 2021** (the “Commencement Date”), and terminating on **September 30, 2023** (the “Term”). To the extent Lesse makes any improvements to the Property pursuant to the terms hereof, at the termination of the Lease, title to all improvements on the Property of any kind not already in the name of Authority shall revert to Authority with the exception of trade fixtures.
- B. If within ninety (90) days of the Commencement Date, the Federal Aviation Administration (“FAA”) disapproves the Lease, then this Lease will be void and of no further force and effect and the parties will be released from any further Lease obligations. Provided however, if the parties reasonably attempt to comply with any modifications required by the FAA for approval, then this Lease shall remain in full force and effect even if such compliance does not lead to a reversal or withdrawal of FAA disapproval within the aforementioned 90-day deadline.
- C. Lessee agrees that upon expiration of the term of this Lease, from lapse of time or otherwise, said Property will be delivered to Authority in the same or better

condition than when Lessee received possession, reasonable wear and tear excepted. Reasonable wear and tear shall be determined at the sole discretion of the Authority upon inspection of the premises from time to time.

- D. In the event Lessee shall continue to occupy the Property beyond the Term without Authority's written consent, such occupancy shall not constitute a renewal or extension of this Lease, but shall create a month-to-month tenancy that may be terminated at any time by either party by giving thirty (30) days' written notice to the other party.

ARTICLE III GROUND RENTAL

Section 3.01 - Rent.

For the purpose of computing the rental payments, Authority and Lessee agree that the Property is comprised of 54,351.60 square feet, more or less, as described in Exhibit "A". The initial annual base rental rate for the Property (prior to any rental rate increases as set forth below) shall be **\$168,989.00** (the "Initial Annual Base Rent"). The Initial Annual Base Rent shall increase on October 1, 2022 as set forth in Section 3.03, below.

Section 3.02 - Commencement of Annual Base Rent.

Lessee's obligation to pay to Authority the annual base rent as set forth in this Lease shall commence on the Commencement Date.

Section 3.03 - Adjustment of Annual Base Rent.

The annual base rent payable to Authority by Lessee shall increase to **\$177,438.45** on October 1, 2022 (Initial Annual Base Rent together with the increased Initial Annual Base Rent as set forth in this Section 3.03 shall be referred to as the "Annual Base Rent") through the remainder of the Term of the Lease.

Section 3.04 -Time of Payment.

- A. Initial Annual Base Rent shall be due to Authority from Lessee in twelve (12) equal monthly installments of \$14,082.42, plus applicable sales tax thereon. However, after the Initial Annual Base Rent increases as set forth in Section 3.03, above, one-twelfth (1/12) of Annual Base Rent shall be paid by Lessee to Authority as and for rent each month. Said monthly installment shall be paid in advance on or before the first day of each and every month during the term of this Lease. Monthly rental payments, including all applicable sales tax, shall be paid to Authority from Lessee on or before the first day of each month for that month's rent.

Section 3.05 -Late Payment.

Any installment of rents, fees, or other charges or monies accruing under any provisions of this Lease that are not received by Authority by the 10th day of the month in which payment is due shall bear interest at the highest rate allowed by Florida law from the date when the same was due according to the terms of this Lease until paid by Lessee.

Section 3.06 -Taxes and Assessments.

- A. At all times during the term of this Lease and beginning with the Commencement Date, Lessee shall pay, on or before the due date established therefore, all lawful taxes (including ad valorem taxes) assessments and impact fees levied against the Property and/or the Leasehold as well as all taxes and assessments and impact fees levied against Lessee's personal property or otherwise arising out of its operations on the Property. None of the terms, covenants or conditions of this Lease shall be construed as a release or waiver on the part of Authority, as a political subdivision of the State of Florida and the County, or on the part of the County, of the right to assess, levy or collect any license, personal, intangible, occupation or other tax which they, or either of them, may lawfully impose on the business or property of Lessee.

ARTICLE IV
USES AND PRIVILEGES

Section 4.01 -Rights of Lessee.

Authority hereby grants to Lessee and Lessee hereby accepts the following rights and privileges in connection with its use of the Property subject, however, to applicable City, County, State and Federal building and zoning use and regulations. Lessee shall have the right to occupy and develop the Property as set forth generally in this Lease. Additionally, Lessee shall be permitted to conduct the following activities on the Property: research, development, manufacturing and repair of 14 CFR Part 101 aircraft and all lawful activities reasonably attendant thereto. Any activity, including without limitation those identified in the preceding sentence, conducted on the Property shall be at Lessee's sole cost and expense, and Lessee shall indemnify and hold Authority harmless for same. Moreover, Authority makes no representations or warranties about Lessee's ability to conduct any specific operations or activities of any kind on the Property, and it is Lessee's sole responsibility to ensure that it can do so. Sub-leasing space on the Property shall be subject to the terms of Section 4.02, below, and shall also be subject to review and approval of any sublease and sublessee by Authority in its sole discretion, said approval not to be unreasonably conditioned, withheld or delayed.

Section 4.02 -Subjugation.

All provisions of this Lease shall be as binding on Lessee's subconcessionaires and subcontractors as on the Lessee, and Lessee shall include in all subconcessionaire agreements and subcontracts a provision by which the subconcessionaire or subcontractor agrees to be bound by and to comply with all applicable terms of this Lease. Lessee shall provide each subconcessionaire/subcontractor with a copy of this Lease, which shall be incorporated by reference in each subagreement. The agreements with subcontractors shall fully protect the rights of the Authority hereunder, including termination rights and shall require the prior written approval of the Authority. All revenue received from operations by others will be considered part of Lessee's gross revenues and shall be included in the percentage computation of return to the Authority, if applicable.

Section 4.03 -Access.

Lessee, its employees and invitees shall have the right of ingress and egress from the Property, over airport roadways, including the use of common use roadways, with such rights and license subject to such reasonable rules and regulations as may be established by the Authority as respecting such use and subject to law. Where access is through a controlled gate, Lessee shall be held responsible for sub-Lessees and invited guests. For Lessee's protection and protection of other tenants, gate entrance codes are not to be divulged to anyone other than tenants.

Section 4.04 -Lessee Obligations.

Lessee covenants and agrees:

- (a.) To pay all rent and other charges herein reserved at such times and places as the same are due and payable;
- (b.) To pay all utility charges related to the Property, including sewer benefit fees, when due;
- (c.) To keep and maintain the Property in the condition herein required and to surrender the same upon the expiration or sooner termination hereof in said condition reasonable wear and tear excepted;
- (d.) To observe and comply with any and all valid and applicable requirements of duly-constituted public authorities and with all federal, state and local statutes, ordinances, regulations and standards applicable to Lessee, Authority, the Property, and the Airport, including, but not limited to, Authority Minimum Standards and reasonable rules and regulations of uniform application promulgated from time to time by or at the direction of Authority for the administration of the Airport.
- (e.) To pay all taxes, assessments and other charges assessed or imposed by any governmental authority in relation to the Property, upon Lessee's interest in the Property, and upon any leasehold improvements, and other property erected, installed or located thereon.

- (f.) To procure and keep in force during the term of Lease all necessary occupational licenses and permits as are required by law for the operation of Lessee's business and operations on the Property.
- (g.) To use the Property only for the uses and purposes hereinabove described;
- (h.) To grant Authority and its authorized agents free access to the Property and any improvement(s) thereon at all reasonable times for the purpose of examining the same and seeing that all of the obligations of Lessee hereunder are being met and performed, and to permit them to enter any building or structure on the Property at any time in the event of an emergency (the determination of an emergency being at the sole discretion of Authority);
- (i.) To yield up and surrender immediate possession of the Property and all improvement(s) thereon to Lessee upon termination of this Lease by lapse of time or otherwise or, upon its failure so to do, to be thereafter considered a tenant-at-sufferance; provided, however, that nothing contained in this subparagraph shall be deemed to constitute a waiver by Authority of its right of re-entry, nor shall the receipt of rent or any part thereof or any act in apparent affirmance of Lessee's continued tenancy operate as a waiver of Authority's right to terminate Lessee's use of the Property by eviction or otherwise; and,
- (j.) To be solely responsible for securing all federal, state, county or municipal approvals of an environment of an environmental or other nature required for any construction or alteration of any and all improvements on the Property, or for any of Lessee's operations thereon.
- (k.) To pay all casualty, bond and liability insurance premiums required in accordance with Article VII herein below.
- (l.) Lessee agrees that it shall not use or permit premises to be used for any other purpose than herein described without prior written approval from Authority.

ARTICLE V

CONSTRUCTION OF IMPROVEMENTS BY LESSEE

Section 5.01 -Mutual Intent.

To the extent Lessee undertakes any construction on the Property under this Lease, it shall be subject to the following terms:

- A. Construction of any improvement(s) on the Property shall begin no later than ninety (90) days after: (1) Authority notifies Lessee in writing that the Property site has been sufficiently prepared for Lessee's commencement of construction, and (2) Lessee has timely submitted site plans for Authority's approval and Authority has approved said site plans pursuant to Section 5.02, below (the "Construction Commencement Date"). Construction of said improvement(s) shall be completed by Lessee no later than twelve (12) months from the Construction Commencement Date provided, however, such completion date shall be extended by a period equal to: (1) any delays caused by matters not within the control of Lessee and provided Lessee informs Authority of such delays as they occur, and/or (2) any additional period necessary for Lessee to complete construction if Lessee has diligently begun and pursued completion of construction and simply is unable to complete construction during the 12-month construction period and Lessee's failure to complete construction within the 12-month construction period was not due to any delays caused by Lessee or its agents, contractors, subcontractors and/or employees. Lessee shall provide written notice of any construction delays to Authority within three (3) business days of any such delay(s). Presenting record of delays at the end of the 12-month construction period without Authority having prior knowledge will not be considered sufficient to warrant extensions of the period. Additionally, should even diligent action in pursuit of completion to such improvements not permit construction of same to be completed within the 12-month period identified above, Lessee shall so notify Authority in writing as soon as the same is discovered or reasonably should have been discovered.
- B. The Authority shall have the absolute right but not the obligation to terminate this Lease if Lessee has failed to comply with this construction requirement by the completion date stated above, together with any extensions thereof.

Section 5.02 -Plan Approval.

- A. Prior to commencing construction of any improvements on the Property, and prior to commencing to renovate, enlarge, demolish or modify any leasehold

improvement now or hereafter existing on the Property, Lessee shall submit to Authority plans and specifications for such work (including plans for landscaping and drainage), and Authority shall approve or disapprove such plans and specifications in its sole discretion. Upon Lessee's receipt of Authority written approval of such plans and specifications, Lessee shall commence the work therein described, including without limitation obtaining necessary permitting and governmental and/or agency approvals, and any improvements shall be constructed in strict accordance with such plans and specifications.

- B. Authority's approval of any plans and specifications submitted to it by Lessee shall not constitute the assumption of any liability by Authority for their compliance or conformity with applicable building codes, zoning regulations, and municipal, county, state and federal laws, ordinances and regulations, or for their accuracy, and Lessee shall be solely responsible and liable for such plans and specifications. Authority's approval of such plans and specifications shall not constitute a waiver of Authority's right to thereafter require Lessee to amend the same to provide for any corrections or omissions needed to comply with applicable building codes, zoning regulations, municipal, county, state or federal laws, ordinances or regulations.

Section 5.03 -Licenses and Permits.

Lessee shall obtain all necessary licenses and permits to accomplish its work as contemplated herein, and any contract or agreement for labor, services, materials or supplies to be furnished in connection with the construction or alteration of any improvement on the Property shall provide that no lien, claim or other encumbrance shall thereby be created, or arise, or be filed by anyone thereunder upon or against the Property and/or any improvements thereon.

Section 5.04 -Liens.

Lessee hereby warrants to Authority that all improvements on the Property shall remain free and clear of all liens, claims and encumbrances and agrees to indemnify and hold Authority harmless from and against any and all losses, damages and costs, including reasonable attorneys'

fees, with respect thereto. If any lien or notice of lien on account of the alleged debt of Lessee or any notice of contract by any party engaged by Lessee or Lessee's contractor to work on the Property shall be filed against the Property and/or any improvements thereon, Lessee shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. No work hereunder shall be commenced by Lessee until it has, at its sole cost and expense, provided to Authority a surety performance and payment bond from a company acceptable to Authority and, if the total construction cost related to said improvement exceeds \$200,000, compliant with section 255.05, Florida Statutes, in an amount equal to 100% of the estimated cost of the improvements to be accomplished, which bond guarantees the completion of the work by Lessee's contractors in accordance with the plans and specifications theretofore approved by Authority and guarantees the payment by such contractors of all subcontractors' charges and all charges of all other persons and firms supplying services, labor, materials or supplies in connection with the work.

Section 5.05 -Title to Improvements.

Upon termination of this Lease by the passage of time or otherwise, the Authority shall have the option in its sole discretion to either require removal of all or part of the improvements to the Property within thirty (30) days after the expiration at Lessee's expense; or take title to such structures, installations or improvements without compensation to Lessee.

Section 5.06 -Construction Costs and As-Built Drawings.

- A. Within thirty (30) days of completion of the construction or alterations for any improvements on the Property undertaken by Lessee, Lessee shall present to Authority for examination and approval a sworn statement of the construction and/or alteration cost. Construction and/or alteration costs are defined as all costs incurred by Lessee for actual demolition, construction or alteration, including architectural, design and engineering costs plus pertinent fees in connection therewith. The cost of the initial improvements shall be included in the total project costs and shall be considered as interim facilities.

- B. Within thirty (30) days following completion of the initial construction and any subsequent additions, alterations or improvements by Lessee, Lessee shall present to Authority a complete set of "as built" drawings including, but not limited to, architectural renderings, specifications, plumbing and electrical plans, and Lessee shall bear the cost of preparation and delivery of such "as built" drawings.

Section 5.07 -Mortgage of Leasehold Interest.

Lessee shall have the right to place a first mortgage lien upon its leasehold interest in the Property, the terms and conditions of such mortgage lien shall be subject to approval of Authority prior to obtaining said lien. Under no circumstances shall Lessee have the right to encumber title to the underlying real property owned by Authority and/or the Authority Improvements.

ARTICLE VI

MAINTENANCE AND OPERATION

Authority agrees to, with reasonable diligence, prudently develop, improve and at all times, maintain and operate with adequate, efficient and qualified personnel, the Authority-owned property with exception of Property and adjacent roadways not within their control in good condition.

Section 6.01 -Maintenance and Repair.

- A. Lessee shall be solely responsible, at its own cost and expense, for performing or procuring the performance of all maintenance, repair and replacement to and on the Property and any and all improvements thereon in order to keep the Property and improvements in good, safe, attractive and sanitary condition and in properly working order. All such maintenance, repair and replacement performed by Lessee or at its direction shall be of reasonable quality sufficient to restore the maintained, repaired or replaced item to the same or better condition than it was in prior to the need for maintenance, repair or replacement. All exterior paint

colors and structural appendages shall be used or installed only with the prior written approval of Authority.

- B. If Lessee fails to fulfill any of its obligations under this paragraph and fails to correct such failure within ten (10) days after Authority's written demand, then in addition to all of its other remedies under this Lease, Authority shall have the right, but not obligation, to make or complete said maintenance, repair or replacement, and Lessee shall pay the cost thereof as additional rent promptly upon demand by Authority. In addition to the maintenance obligations set forth above, Lessee further agrees that it shall landscape, irrigate and maintain in good, safe and attractive condition throughout the term of this Lease, in accordance with plans and specifications approved by Authority, those areas a part of and directly adjacent to the Property.

Section 6.02 -Utilities.

- A. Lessee agrees that it shall bear all costs of bringing water, sewer (including sewer benefit fees) and electrical service to the boundaries of the Property and of extending such services within said boundaries, all in accordance with plans and specifications approved Authority. All utility lines and mains constructed by Lessee shall be placed underground as required by Authority. Lessee acknowledges that Authority has made no representations or warranties regarding the adequacy of any utility service for the uses intended by Lessee.
- B. Lessee shall contract in its own name, and pay before delinquency, all utility services rendered or furnished to the Property, including water, gas, electricity, fire protection, sewer rental, sewage treatment facilities, sewer benefit fees, and the like, together with all taxes and other charges levied or assessed on account of such utilities.
- C. Utilities service may, from time to time with or without Authority's knowledge be temporarily interrupted to the Property whenever such discontinuances are necessary to make repairs or alterations to parts of the Airport. No such action shall be construed as an eviction of Lessee, a disturbance of Lessee's possession

and quiet enjoyment of the Property, or an election by Authority to terminate this Lease. Authority shall not be held liable in any way to Lessee as a result of such action. However, upon being notified prior to an interruption, Authority shall, in all due course, attempt to notify Lessee of a possible interruption.

- D. Lessee shall not do, or permit to be done, anything at or about the Airport which may interfere with the effectiveness or accessibility of the drainage and sewer systems fire hydrants and hoses, heat and air conditioning systems, electrical power and plumbing installed or located on or within the Leased premises on the Airport. Further, Lessee shall not dispose of nor permit to be disposed of any petroleum products, flammables or hazardous materials into the stormwater system or onto the open ground.

Section 6.03 -Trash and Garbage.

At its own cost and expense, Lessee shall provide a complete and proper arrangement for the adequate sanitary handling of all trash, garbage and other refuse caused as a result of the operation of the Property and shall provide for its timely removal. Lessee shall provide and use suitable covered receptacles for all garbage, trash and other refuse on or in connection with the Property.

Section 6.04 -Area Security.

- A. Authority shall provide, or cause to be provided during the term of this Lease, security protection similar to that afforded to other operators on the Airport and will issue and enforce rules and regulations with respect thereto for all portions of the Airport.
- B. Lessee shall have the right, but shall not be obligated, to provide such additional or supplemental public protection as it may desire at its own cost. Such right, whether or not exercised by Lessee, shall not in any way be construed to limit or reduce the obligations of Lessee hereunder.

Section 6.05 -Rules and Regulations.

Lessee covenants and agrees to observe and comply with all rules and regulations of Authority, which now exist or may hereafter be promulgated from time to time governing safe use of its facilities. Lessee further covenants and agrees to observe and comply with any and all valid and applicable requirements of all duly-constituted public authorities and with all federal, state and local statutes, ordinances and regulations applicable to Lessee, the Property and the Airport. Said Rules, regulations, ordinances and statutes are made a part of this Lease by reference.

ARTICLE VII **INSURANCE AND INDEMNIFICATION**

Lessee shall carry during the term of this agreement insurance coverage with limits as hereinafter stated, and the carrying of such insurance coverage shall be Lessee's obligation under this agreement.

Section 7.01 -Liability Insurance.

Lessee shall, without expense to Authority, obtain and maintain throughout the term of this Lease and any extension(s) hereof, Comprehensive General Liability Insurance protecting Lessee, Authority, and the members, officers, agents and employees of each, from and against all liabilities arising out of or in connection with Lessee's use and occupancy of and the conduct of operations on the Property, including without limitation construction of any improvements thereon, in such form and with such company or companies as Authority shall approve with no less than Five Million Dollars (\$5,000,000.00) combined single limits or its equivalent, with a deductible which does not exceed an amount approved in writing by Authority, with a waiver of all rights of subrogation that the issuers of such policies might have against Authority and with contractual liability coverage for the covenants and indemnification hereunder of Authority by Lessee. Within ten (10) days after execution of this Lease and thereafter on an annual basis on each anniversary date of the Commencement Date, Lessee shall furnish a certificate of insurance to Authority evidencing such coverage, and such certificate shall provide that Authority is named

as additional insured and that the policy or policies will not be canceled nor the limits thereunder materially changed without first providing thirty (30) days' written notice thereof to Authority.

Section 7.02 -Fire and Extended Coverage Insurance.

- A. Lessee shall obtain and maintain throughout the term of this Lease and any extension(s) hereof, for the benefit of Lessee and Authority as their interests may appear, fire and extended coverage insurance on the full insurable value of the any improvements on the Property, on a replacement cost basis, in such form and with such company or companies as Authority shall approve with a deductible which does not exceed an amount approved in writing by the Authority, and with a waiver of all rights of subrogation that the issuers of such policies might have against Authority. Prior to completion of any construction on the Property and at least ten (10) days prior to the expiration of any policy or policies provided by Lessee hereunder, Lessee shall cause a certificate of insurance to be furnished to Authority evidencing such coverage, and such certificate shall provide that Authority is named as additional insured. If Lessee shall not comply with its covenants made in this section, Authority as residual owner shall have the right, but not obligation, to cause insurance as aforesaid to be issued, and in such event Lessee agrees to pay the premium for such insurance as required above. Such forced-placed insurance premium will be included as additional rent upon the demand of Authority. Lessee shall provide Authority with such information and supporting documents pertaining to the cost and replacement value of any improvements on the Property as Authority may from time to time request.

Section 7.03 -Indemnity.

- A. Lessee agrees to indemnify, defend and hold harmless Authority and its officers, directors, board members, independent contractors, employees and agents from and against all liabilities, claims, judgments, damages, costs and expenses (including reasonable attorneys' fees prior to institution of legal proceedings and at both trial and appellate levels) which may be incurred by, charged to or recovered from any of the foregoing as a result of or in relation to Lessee's use,

occupancy and/or maintenance of the Property and any improvements thereon, including construction thereof, or Lessee's operations thereon, or the acts or omissions of Lessee's officers, agents, employees, contractors, subcontractors or invitees, unless the same was proximately caused solely by Authority's negligence or by the joint negligence of Authority and any person other than Lessee or its officers, agents, employees, contractors, subcontractors or invitees. Nothing in this section is intended to or does extend, modify, abridge, waive, release or otherwise affect in any fashion Authority's right to assert any form of governmental or sovereign immunity against any claim, including without limitation Authority's rights and privileges under section 768.28, Florida Statutes.

- B. In the event of any loss or damage to any improvement on the Property, Lessee shall have the obligation, one hundred eighty (180) days after such loss or damage, to repair and restore the same to the condition it was in prior to such loss or damage, according to plans and specifications approved in writing by Authority, and Lessee, on behalf of itself and its insurer, hereby waives right of subrogation it might otherwise have against Authority for any such loss or Lessee's obligation to pay rent to Authority or to make other payments required to be made by Lessee under this Lease. Any insurance proceeds received with respect to such loss or damage shall be held in trust by Authority and applied in payment of the expenses of such repair and restoration; any expenses of such repair and restoration in excess of the amount of such insurance proceeds shall be the sole responsibility of Lessee. In the event there are any excess insurance proceeds after restoration and repair are completed to the satisfaction of Authority, said excess insurance proceeds shall be paid to Lessee.

Section 7.04 –Non-Liability of Authority.

- A. Authority shall not in any event be liable for the acts or omissions of Lessee or its agents, servants, employees, and/or independent contractors, or for any condition resulting from the operations or activities of Lessee and/or its agents, servants, employees, or independent contractors, to Lessee or to any other person.

- B. Authority shall not be liable for Lessee's failure to perform any of the obligations under this Agreement or for any delay in the performance thereof, nor shall any such delay or failure be deemed a default by Authority.
- C. Authority shall not be liable for any loss or damage suffered by Lessee arising out of the interruption or cessation of the business conducted by Lessee under this Lease and/or on the Property.

Section 7.05 Guaranty

- A. At any time that Lessee undertakes construction of any facilities, Lessee shall, at its own cost and expense, cause to be made, executed, and delivered to Authority separate bonds, as follows:
 - 1. Prior to the date of commencement of construction, a contract surety bond in a sum equal to 100% of the construction contract awarded. Said bond shall be drawn in a form and from such company as approved by Authority; shall guarantee the faithful performance of necessary construction and completion of improvements in accordance with approved final plans and detailed specifications; and shall guarantee Authority against any losses and liability, damages, expenses, claims and judgments caused by or resulting from any failure of Lessee to perform completely, the work described as herein provided.
 - 2. Prior to the date of commencement of construction, a payment bond with Lessee's contractor or contractors as principal, in a sum equal to 100% of the construction contract awarded. Said bond shall guarantee payment of all wages for labor and services engaged and of all bills for materials, supplies and equipment used in the performance of said construction contract.

ARTICLE VIII
ASSIGNMENT AND LIABILITY

Section 8.01 -General.

- A. Lessee shall not at any time assign this Lease or any of its rights or obligations hereunder, or assign or sublet all area incidental thereto, without prior written approval of Authority, said approval not to be unreasonably conditioned, withheld or delayed; Lessee may, with the prior written consent of Authority, assign this Lease, but in such event, Lessee shall remain liable to Authority for the remainder of the term of the Lease to pay to Authority any portion of the rental and fees provided for herein upon failure of the assignee to pay the same when due. Said assignee shall not assign said Lease except with the prior written approval of the Authority and the Lessee herein, and any assignment by the Lessee shall contain a clause to this effect.

ARTICLE IX
DEFAULT

Section 9.01 -Events of Default

Any one of the following events shall constitute an Event of Default hereunder:

- (a.) The failure of Lessee to make any payment of or any other payment required to be made by Lessee hereunder when due as herein provided, which failure is not remedied within ten (10) days after such payment is due (Authority may but shall not be required to provide Lessee with any notice related to non-payment of any sums due under this Lease);
- (b.) The failure of Lessee to keep, observe or perform any of the other covenants or agreements herein contained to be kept, observed or performed by Lessee, and continued failure to observe or perform any such covenant or agreement after a period of thirty (30) days after receipt by Lessee of Authority's written demand:

- (c.) The repeated failure (defined for this purpose as at least three (3) of the same such failures within any twelve-month period) to make any payment of rent or any other payment required to be made by Lessee hereunder when due as herein required (provided that notice of such late payment shall have been given to Lessee, but whether or not Lessee shall have made any such payment within the time provided for in such notice);
- (d.) The repeated failure (defined for this purpose as at least three (3) of the same such failures within any twelve-month period) to keep, observe or perform any of the other covenants or agreements herein contained to be kept, observed or performed by Lessee (provided that notice of such failure shall have been given to Lessee, but whether or not Lessee shall have remedied any such failure within the time provided for in such notice);
- (e.) Abandonment or vacating of the Property at any time prior to the expiration of this Lease without the prior written consent of Authority;
- (f.) Commencement by Lessee or by any surety of this Lease in any court pursuant to any statute of the United States or of any State, territory or government, of an insolvency or bankruptcy proceeding, including without limitation, a proceeding for liquidation, indebtedness, reorganization or for the readjustment of its indebtedness;
- (g.) Commencement of any insolvency or bankruptcy including, without limitation, a proceeding for liquidation, reorganization or for adjustment of indebtedness) against Lessee or any surety of this Lease, if an order for relief is entered against such party and the same is not stayed or vacated within thirty (30) days after entry thereof, or if such party fails to secure a discharge of the proceedings within sixty (60) days after the filing thereof;
- (h.) Insolvency of the Lessee or any surety of this Lease, or the written admission by Lessee or any surety of this Lease that it is unable to pay its debts as they become due;

- (i.) The making by Lessee or by any surety of this Lease of an assignment for the benefit of its creditors or the filing of a petition for or the entering into of an arrangement with its creditors;
- (j.) The appointment or sufferance of a receiver, trustee or custodian to take possession of all or substantially all of the property of Lessee or of any surety of this Lease.

ARTICLE X

TERMINATION

Section 10.01 -Events Permitting Termination by Lessee

- A. If any of the following conditions occur, Lessee may terminate this Agreement and terminate all of its future obligations hereunder at any time that Lessee is not in default in its payments or other obligations to the Authority hereunder, by giving Authority thirty (30) days advance notice:
 - 1. If the Airport is permanently abandoned as an air transportation facility.
 - 2. If the use of the Airport is restricted in such a manner that the Lessee cannot reasonably operate on the Airport for a period of ninety (90) days.
 - 3. If the Authority is in breach of any of the covenants or agreements contained in this Agreement for a period exceeding thirty (30) days after receipt of written notice of such breach.

Section 10.02 -Termination by Authority

In the event Lessee commits one or more Event of Default as defined in Article IX, above, Authority may immediately terminate this Lease and shall be entitled to avail itself of all remedies available to it as a result of Lessee's breach hereof. In such event, Lessee shall immediately vacate the Property or shall be subject to eviction proceedings together with all other legal rights and remedies available under Florida law or otherwise available to Authority.

In addition, termination of the Lease under this section shall also trigger the reversion of title to any improvements on the Property, whether constructed by Lessee or otherwise, to Authority.

Section 10.03 -Surrender of the Assigned

Lessee covenants and agrees that upon expiration of the term of this Lease or upon earlier termination as hereinafter provided, it will peaceably surrender possession of the assigned spaces along with all improvements to the premises hereunder to Authority in good condition, reasonable wear and tear excepted. Authority shall have the right to take possession of the Property and shall not be required to give notice to quit possession on the expiration date of the term of this Lease. The Lessee shall not abandon any of its property on the Property without the written consent of Authority and agrees to reimburse Authority for any costs incurred in the removal of Lessee's property by Authority.

Any holding over by Lessee after termination of this Lease or the expiration of its term without written consent of Authority shall create a month-to-month term only, unless Authority holds over and remains in possession of the Property after receiving notification from Authority to vacate the same, in which event Lessee shall become a tenant at sufferance and double rent shall be due Authority from Lessee. All insurance and performance bond requirements shall remain in full force and effect in either event.

ARTICLE XI
GENERAL GOVERNING PROVISIONS

Section 11.01 -Authority's Reserved Rights

- A. Authority reserves the right for itself and others to utilize and maintain existing utility easements over, under or across the Property, and to run water, sewer, electrical, telephone, gas, drainage and other lines over, under or through the Property and to grant necessary utility easements therefor; provided, however, that in the exercise of such rights, Lessee's use of the Property and any improvements thereon shall not be unreasonably impaired, and any damage to the

Property or any improvement thereon caused by Authority as a result thereof shall be repaired without cost to Lessee.

- B. Authority reserves the right to further develop, improve, repair and alter the Airport and all roadways, parking areas, terminal facilities, landing areas and taxiways as it may reasonably see fit, regardless of the desires or views of Lessee and free from any and all liability to Lessee for loss of business or damages of any nature whatsoever to Lessee occasioned during the making of such improvements, repairs, alterations and additions. Authority also reserves the right to establish such fees and charges for the use of the Airport, excluding the Property unless set forth in this Lease, by Lessee and all others as Authority may deem advisable.

Section 11.02 -Quiet Enjoyment.

Authority agrees that, upon payment of all fees herein required and performance of all covenants and agreements on the part of Lessee to be performed hereunder, Lessee shall have peaceable use and enjoyment of the Property.

Section 11.03 -Subordination.

Lessee covenants and agrees that this Lease shall be subject and subordinate to the provisions of any existing or future agreement between Authority and the United States Government relative to the operation or maintenance of Airport.

- A. In such event, Authority shall furnish a true copy of such agreement to Lessee.
- B. Authority may from time to time be required by the United States Government, or one or more of its agencies, to adopt additional or amended provisions including non-discrimination provisions, concerning the use and operation of the Airport, and Lessee agrees that it will adopt any such requirement as a part of this Lease.
- C. If Lessee shall furnish any services to the public at the Airport, it shall furnish said services on a fair, equal and not unjustly discriminatory basis to all users

thereof and shall charge fair, reasonable and not unjustly discriminatory prices for each unit of service, provided that Lessee shall be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers, if any.

- D. In the event of breach of any of the above nondiscrimination covenants, Authority shall have the right to terminate this Lease and to re-enter and repossess said Property and any improvements thereon. The right granted to Authority by the foregoing sentence shall not be effective until applicable procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercises or expiration of appeal rights.

Section 11.04 -Affirmative Action

The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall, on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. The Lessee assures that it will require that its covered sub organizations provide assurances to the Lessee that they similarly will undertake affirmative action programs, and that they will require assurances from their sub organizations, as required by 14 CFR Part 152, Subpart E, to the same effect, to the extent that said requirements are applicable, as a matter of law, to Lessee.

Section 11.05 -Federal Aviation Administration, Transportation Security Administration, and/or Florida Department of Transportation Requirements

- A. Lessee shall comply with all applicable regulations of the Federal Aviation Administration, Transportation Security Administration, and/or Florida Department of Transportation relating to airport security and shall control the Property so as to prevent or deter unauthorized persons from obtaining access to the Air Operations Area (AOA) of the Airport by installing and maintaining a

barrier, the type of which will be approved by Authority, at the perimeter of its Leasehold.

- B. Authority reserves unto itself, and unto its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft through the airspace above the surface of the Property and for navigation or flight in the said airspace for landing on, taking off from or operating on Airport.
- C. Lessee expressly agrees, on behalf of itself and its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Property in compliance with the requirements of Federal Aviation Regulations, Part 77.
- D. Lessee agrees to require any lights on the Property to be constructed, focused or arranged in a manner that will prevent them from casting their beams in an upward direction so as to interfere with the vision of pilots in aircraft landing at or taking off from the Airport or the vision of personnel in the air traffic control tower (if applicable).
- E. Lessee expressly agrees, on behalf of itself and its successors and assigns, to prevent any use of the Property and any improvements thereon which would interfere with or adversely affect the operation or maintenance of the Airport, or which would otherwise constitute a hazard at the Airport.
- F. In the event that the Federal Aviation Administration or its successor shall require any amendments, modifications or changes in this Lease as a condition precedent to the granting of funds for the operation or improvement of the Airport, Lessee hereby consents to such amendments, modifications, or changes as may reasonably be required to obtain such funds; provided, however, that in no event will Lessee be required, pursuant to this paragraph, to accept an increase in the rent provided for hereunder or a reduction in the size of the Property or a change in the use of the Property and any improvements thereon which is permitted hereunder.

- G. Lessee agrees that it will not exercise or grant any right or privilege which would operate to prevent any person, firm or corporation operating aircraft on the Airport from performing any service (including, but not limited to maintenance and repair) on its own aircraft with its own employees that it may choose to perform.

Section 11.06 -Headings

The paragraph headings contained in this Lease Agreement are inserted only as a matter of convenience and reference, and in no way define, limit or describe the scope or intent of any provision of this Lease Agreement.

Section 11.07 -“Whereas” Clauses

The “Whereas” Clauses preceding Article I of the Lease are deemed to be material terms of this Lease and the agreement between Lessee and Authority hereunder.

Section 11.08 -Non-exclusive Rights

Notwithstanding anything herein contained that appear to be the contrary, it is expressly understood and agreed that, except as to Lessee's right to exclusive possession of the Property, the rights granted under this Lease Agreement are non-exclusive.

Section 11.09 -Successors and Assigns.

Except as otherwise provided herein, the provisions of this Lease shall bind and inure to the benefit of the successors and assigns of the parties hereto.

Section 11.10 -Time of Essence.

Time is expressed to be of the essence of this Lease.

Section 11.11 -Severability.

This Lease shall be governed by and construed in accordance with the laws of the State of Florida. It is agreed that if any covenant, condition or provision contained in this Lease is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, condition or provision herein contained.

Section 11.12 -Material Interest

Lessee represents and warrants to Authority that, except as may be disclosed in an Addendum hereto, no officer, employee or agent of Authority has any material interest, either directly or indirectly, in the business of Lessee to be conducted hereunder, and that no such person shall have any such interest at any time during the term hereof.

Section 11.13 -Entire Agreement/Abrogation of Prior Lease Agreement

This Lease, together with the exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein. This Lease may be altered or amended only by written instrument executed by both parties hereto. Furthermore, this Lease shall not be “construed against the drafter” or otherwise interpreted in a way that is more favorable to one party or the other.

Section 11.14 -Consent of the Parties

Where this agreement requires the consent of one or more parties, the Lessee and the Authority agree that such consent shall not be unreasonably withheld.

Section 11.15 -Choice of Law/Mandatory Forum Selection

This Lease and any claim, action or issue relating hereto shall be governed exclusively by the laws of the State of Florida, and the parties to this Lease knowingly, voluntarily and irrevocably agree to submit any claim, action or other issue arising from or related to this Lease

to the sole and exclusive jurisdiction, forsaking all others, of any court of competent jurisdiction in Brevard County, Florida.

Section 11.16 -Exhibits to Lease

Exhibits “A” through “F” and “J” are deemed to be material and integral parts of the Lease, and the Parties agree to comply therewith and to be bound thereby. The remaining exhibits are provided for informational purposes and/or as examples of documents related to this Lease, although neither party represents that those remaining exhibits are definitively sufficient to meet all requirements under the Lease.

ARTICLE XII
CONSTRUCTION ON PROPERTY

Section 12.01 -Construction

- A. For any improvements and/or construction on the Property undertaken by Lessee pursuant to the terms of this Lease, Lessee shall be solely responsible for all costs, expenses, fees and any other charges related to construction of any improvements on the Property and shall indemnify and hold harmless Authority from the same.
- B. In relation to any construction performed by Lessee on the Property, Lessee at its sole cost and expense shall be required to obtain, execute, furnish and record in the public record a payment and performance bond with a surety insurer authorized to do business in the State of Florida as a surety (the “Bond”) as required by section 255.05, Florida Statutes. Lessee shall comply with all requirements related to the Bond as set forth in section 255.05, Florida Statutes, including without limitation the obligation to provide Authority with a certified copy of the recorded Bond prior to commencing construction on the Property, and failure to do so shall constitute a material breach of this Lease. Lessee shall not be required to furnish a Bond under this subsection if the total contracted cost of construction is \$200,000 or less.
- C. Lessee shall indemnify and hold harmless Authority and its officers, directors, employees and agents from any and all liability, losses or damages, including

reasonable attorneys' fees and costs of defense, that Authority or its officers, board members, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from or related to construction on the Lease Property and stemming from or related to the acts or omissions, whether intentional or unintentional, of Lessee, its employees, agents, servants, partners, principals, contractors, subcontractors, subconsultants or invitees. Lessee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or action of any kind or nature in the name of Authority, including appellate proceedings, and Lessee shall pay all costs, judgments and reasonable attorney's fees which may be incurred in relation thereto. Lessee expressly understands and agrees that any insurance protection required by this Lease or otherwise provided by Lessee shall in no way limit the responsibility to indemnify, hold harmless and defend Authority and its officers, employees, agents, and instrumentalities as provided herein. Lessee's obligations hereunder shall survive the termination of this Lease. Nothing in this paragraph is intended to or does limit or modify Authority's right to assert sovereign immunity or any other form of governmental immunity in any claim or action against it, including without limitation the rights of Authority under section 768.28, Florida Statutes.

ARTICLE XIII UNLIMITED PERSONAL GUARANTIES

As a material inducement for Authority to enter into this Lease with Lessee and by and through their individual execution hereof, Lessee's President, JANE POYNTER (the "Guarantor"), hereby absolutely, unconditionally and irrevocably guarantees to Authority the full and prompt payment of all rent and all other charges to be paid by Lessee under the Lease and the full and timely performance and observance of all covenants, conditions, and agreements therein provided to be performed and observed by Lessee.

The validity of Guarantor's guaranty as set forth above ("Guaranty") and the obligations of the Guarantor shall not be terminated, affected, or impaired by reason of (i) any forbearance, releases, settlements or compromises between Authority and Lessee and/or by reason of any waiver of or failure to enforce any of the rights and remedies reserved to Authority in the Lease or otherwise; (ii) the invalidity, illegality or unenforceability of the Lease for any reason

whatsoever; (iii) the relief or release of Lessee from any of its obligations under the Lease by operation of law or otherwise, including, without limitation, the insolvency, bankruptcy, liquidation or dissolution of Lessee or the rejection of or assignment of the Lease in connection with proceedings under the bankruptcy laws now in effect or hereafter enacted; (iv) the release, surrender, exchange, subordination, deterioration, waste, loss or impairment (including, without limitation, negligent, willful, unreasonable or unjustifiable impairment) of any collateral securing the Lease; or (v) any other act or omission of Authority or Lessee which would otherwise constitute or create a legal or equitable defense in favor of Guarantor.

Guarantor represents and warrants that she has a material economic interest in Lessee and that the execution of the Guaranty will be of direct benefit to it. This Guaranty will remain in full force and effect as to any renewal, modification, amendment, or extension of the Lease, any assignment or transfer by Authority, any assignment, transfer or subletting by Lessee as provided in the Lease, any change in the status, composition, structure or name of Lessee or of Guarantor, or any holdover by Lessee under the Lease, and as to any assignee of Lessee's interest under the Lease.

Payment by Guarantor of any amount pursuant to this Guaranty shall not in any way entitle Guarantor to any right, title or interest (whether by way of subrogation or otherwise) in and to any of the rights or remedies Authority may have against Lessee, unless and until all of the obligations of Lessee under the Lease have been performed, including particularly, but without limitation, payment of the full amount owing to Authority under the Lease and this Guaranty.

Wherever reference is made to the liability of Lessee in the Lease, such reference is deemed likewise to refer to Guarantor with Lessee. The liability of Guarantor for the obligations of the Lease shall be primary; in any rights of action which accrues to Authority under the Lease, Authority may proceed against Guarantor and/or Lessee, jointly or severally, and may proceed against Guarantor without having demanded performance of, commenced any action against, exhausted any remedy against, or obtained any judgment against Lessee. This is a guaranty of payment and not of collection, and Guarantor waives any obligation on the part of Authority to enforce the terms of the Lease against Lessee as a condition to Landlord's right to proceed against Guarantor.

Guarantor expressly waives: (i) notice of acceptance of this Guaranty and of presentment, demand and protest; (ii) notice of any default hereunder or under the Lease and of all indulgences; (iii) demand for observance, performances, or enforcement of any terms for provisions of this Guaranty or the Lease; and (iv) all other notices and demands otherwise required by law which Guarantor may lawfully waive. Guarantor agrees that if this Guaranty is enforced by suit or otherwise, Guarantor shall reimburse Authority, upon demand, for all expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees.

Guarantor agrees that in the event that Lessee shall become insolvent or shall be adjudicated as bankrupt, or shall file a petition for reorganization, arrangement or other relief under any present or further provision of the Bankruptcy Reform Act of 1978, or if such a petition be filed by creditors of said Lessee, or if Lessee shall seek a judicial readjustment of the rights of its creditors under any present or future Federal or State law or if a receiver of all or part of its property and assets is appointed by any State or Federal court, no such proceeding or action taken therein shall modify, diminish or in any way affect the liability of Guarantor under this Guaranty and the liability of Guarantor with respect to the Lease shall be of the same scope as if Guarantor herself executed the Lease as the named lessee thereunder and no "rejection" and/or "termination" of the Lease in any of the proceedings referred to in this paragraph shall be effective to release and/or terminate the continuing liability of Guarantor to Authority under this Guaranty with respect to the Lease for the remainder of the Lease term stated therein unaffected by any such "rejection" and/or "termination" in said proceedings.

All of the terms and provisions of this Guaranty inure to the benefit of the successors and assigns of Authority and are binding upon the respective successors and assigns of Guarantor.

A determination that any provision of this Guaranty is unenforceable or invalid will not affect the enforceability or validity of any other provision, and any determination that the application of any provision of this Guaranty to any person or circumstances is illegal or unenforceable will not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

No modification or amendment of this Guaranty will be effective unless executed by Guarantor and consented to by Authority in writing, and no cancellation of this Guaranty will be valid unless executed by Authority in writing.

GUARANTOR HEREBY WAIVES ANY RIGHT GUARANTOR MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED UPON THIS GUARANTY, OR ARISING OUT OF ANY OTHER COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER WRITTEN OR ORAL), OR ACTIONS OF THE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE AUTHORITY TO ENTER INTO THE LEASE WITH THE LESSEE.

(Signature Page Follows)

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have set their hands and signatures this _____ day of _____, 20____, and do agree to the terms and provisions of the Lease.

APPROVED FOR LEGAL CONTENT:
WHITEBIRD, PLLC


APPROVED:

Authority: TITUSVILLE-COCOA
AIRPORT AUTHORITY

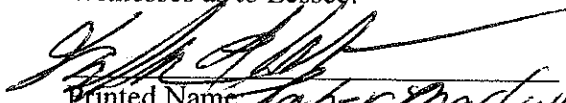
By: _____
Adam M. Bird, Esq., Legal Counsel
Titusville-Cocoa Airport Authority

BY _____
KEVIN DAUGHERTY, AAE
DIRECTOR OF AIRPORTS

Lessee:
SPACE PERSPECTIVE INC.

By: 
Print Name: Taber MacLellan
Its: CO-CEO

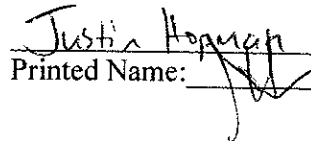
Witnesses as to Lessee:


Printed Name: Taber MacLellan

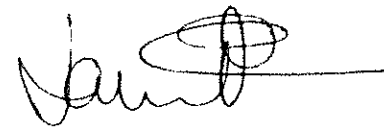
Printed Name: _____

Witnesses as to Authority:

Printed Name: _____


Printed Name: _____

Guarantor:


JANE POYNTER, Individually _____

Witnesses as to Jane Poynter:

Printed Name: _____

EXHIBIT "A"
DEPTICTION/SURVEY OF PROPERTY

EXHIBIT "B"
PROPERTY SITE PLAN

Not applicable.

EXHIBIT "C"
AUTHORITY IMPROVEMENTS

None.

EXHIBIT "D"
LESSEE INITIAL IMPROVEMENTS

None.

EXHIBIT "E"
CONSTRUCTION OF IMPROVEMENTS BY LESSEE

1. Prior to commencement of construction of any improvements on the Property, and prior to commencing to renovate, enlarge, demolish or modify any improvements now or hereafter existing on the Property, Lessee must obtain the approval of the Director of Airports, which approval shall not be unreasonably withheld. Lessee shall submit the plans and specifications (prepared in accordance with the Minimum Standards and under the seal of a duly licensed architect or engineer) to Authority for its approval (the "Plans"), in accordance with the approval process prescribed by Authority. No construction of any type shall commence prior to Lessee's receipt of: (i) Authority's written approval of the Plans, and (ii) a notice to proceed from the Authority.
2. Authority's approval of any Plans submitted by Lessee shall not constitute the assumption of any liability by Authority for the compliance or conformity of the Plans with applicable building codes, zoning regulations and municipal, county, state and federal laws, ordinances and regulations, or for their accuracy or suitability for Lessee's intended purpose, and Lessee shall be solely responsible for the Plans. Authority's approval of the Plans shall not constitute a waiver of Authority's right thereafter to require Lessee, at its expense, to amend the same so that they comply with building codes, zoning regulations, municipal, county, state and federal laws, ordinances and regulations either applicable at the time the Improvements were constructed or by laws otherwise made applicable to Lessee's Improvements, and to make such construction changes as are necessary so that the completed work is in conformity with the approved Plans.
3. In the event Authority does not approve the Plans, it shall notify Lessee of the changes required to be made (including reference to those portions of this Lease, the Minimum Standards and the Master Plan forming the basis for disapproval, if applicable), and Lessee shall promptly revise the Plans to incorporate the required changes, and shall resubmit revised Plans to the Authority for approval.
4. Lessee shall obtain, at its expense, all necessary licenses and permits to accomplish its Improvements, and shall pay all applicable impact fees relating thereto.
5. Once Lessee has commenced construction of any improvements, such construction shall be pursued diligently to completion, subject to Force Majeure. All improvements shall be constructed in accordance with the approved Plans, the Minimum Standards, and all applicable building codes, zoning regulations and municipal, county, state and federal laws, ordinances and regulations. Within ninety (90) days after completion of construction of the improvements, Lessee shall, at its expense, provide Authority with record drawings showing the "as built" condition of any improvements constructed by Lessee, in such format (including, without limitation a CADD format) as the Director of Airports shall request.
6. Lessee hereby warrants and covenants to Authority that all improvements now or hereafter erected on the Property shall be at all times free and clear of all liens, claims and encumbrances. If any such lien or notice of lien on account of the alleged debt of Lessee shall be filed against the Property, Lessee's leasehold interest therein or any improvements, the Lessee shall, within

thirty (30) days after notice of filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. Prior to construction of any improvements at the Property, Lessee shall record and post a Notice of Commencement and all applicable payment bonds in accordance with applicable laws. No work hereunder shall be commenced until Lessee or its Contractor provides to Authority from a company reasonably acceptable to the Director of Airports: (i) a surety payment bond for the benefit of Authority in an amount equal to the total estimated cost of the work, which bond shall guarantee the payment of all contractors' and subcontractors' charges and charges of all other persons and firms supplying services, labor, materials or supplies in connection with the work, (ii) a surety performance bond for the benefit of Authority in an amount equal to the total estimated cost of the work, which shall guarantee the prompt completion of the work by Lessee in accordance with the Plans, and (iii) a policy of builder's risk insurance.

7. Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Authority, express or implied, to any contractor, subcontractor, laborer, materialman, architect, surveyor or engineer for the performance of any labor or the furnishing of any materials or services for or in connection with the Property or any part thereof. Notice is hereby given that the Authority shall not be liable for any labor or materials or services furnished or to be furnished to Lessee upon credit, and that no construction or other lien for labor, materials or services shall attach to or affect the fee or reversionary or other estate or interest of the Authority in the Property or in this Lease. All persons dealing with the Property and with Lessee are hereby put on notice that Lessee does not have the power to deal with the Property in such a manner as to authorize the creation of construction liens, by implication or otherwise; and all persons making improvements to the Property, either by doing work or labor or services or by supplying materials thereto, at the request of Lessee or persons dealing by, through or under Lessee, are hereby put on notice that they must look solely to the Lessee and not to the Property or any part thereof or to this Lease for the payment of all services, labor or materials performed upon or delivered to the Property.

8. Title to all improvements constructed by Lessee on the Property shall vest in Authority upon termination or expiration of the Lease, and prior to such time title shall remain in and with Lessee. Lessee hereby covenants to execute and deliver to Authority any and all instruments or documents that Authority reasonably requests to effectively transfer, assign and convey such improvements in fee to Authority. Lessee shall ensure that at the expiration or termination of the Lease, such improvements are free of any liens or encumbrances.

EXHIBIT "F"
REQUIRED PROVISIONS

Authority's Reserved Rights. Authority reserves the right for itself and others to utilize and maintain any utility and drainage easements located on the Property, and to run water, sewer, electrical, telephone, gas, drainage and other lines under or through the Property and to grant necessary utility easements therefore, provided that in the exercise of such rights, Lessee's use of the Property and any Improvements shall not be unreasonably impaired and any damage to the Property or any Improvements caused by Authority as a result thereof shall be repaired without cost to Lessee.

Discrimination Not Permitted.

Lessee, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (i) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of the Property, any Improvements or the Airport under the provisions of this Lease; (ii) that in the construction of any Improvements on, over or under the Property and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation, denied the benefits of, or otherwise be subject to discrimination; and (iii) that Lessee shall use the Property and the Improvements in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted Programs of the Department of Transportation-effectuation of Title VI of the Civil Rights Acts of 1964, as the same may be amended. Likewise, Lessee shall comply with the laws of the State of Florida prohibiting discrimination because of race, color, religion, sex, national origin, age, handicap or marital status. Should the Lessee authorize another person, with Authority's prior written consent, to provide services or benefits upon the Property or the Improvements, Lessee shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services or benefits which it is authorized to provide, undertake for itself the obligations contained in this subsection. Lessee shall furnish the original or a true copy of such agreement to Authority.

Lessee will provide all information and reports required by said regulations, or by directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Authority or the Federal Aviation Administration to be pertinent to ascertain whether there has been compliance with said regulations and directives. Where any information required of Lessee is in the exclusive possession of another who fails or refuses to furnish this information, Lessee shall so certify to Authority or the Federal Aviation Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

In the event of a breach of any of the above non-discrimination covenants, Authority shall have the right to terminate this Lease and to re-enter and repossess said Property and the Improvements, and hold the same as if this Lease had never been made or issued. The rights granted to Authority by the foregoing sentence shall not be effective until all applicable

procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights, and the completion of any judicial review.

Further, Lessee assures Authority that no person shall be excluded on the grounds of race, creed, color, national origin or sex from participating in or receiving the services or benefits of any program or activity covered by Title 14, Code of Federal Regulations, Part 152, Subpart E, Federal Aviation Administration, Non-Discrimination in Airport Aid Program, and that it will be bound by and comply with all other applicable provisions of such Subpart E, as it may be amended. Lessee also assures Authority that it will require its covered suborganizations to provide written assurances to the same effect and provide copies thereof to Authority.

Lessee further assures Authority that it will comply with pertinent statutes, Executive Orders, and such other rules as are promulgated to assure that no person shall on the grounds of race, creed, national origin, sex, age, handicap or marital status be excluded from participating in any activity conducted at or in connection with its operations at the Property. Lessee also assures Authority that it will require its contractors and subtenants to provide assurances to the same effect and ensure that such assurances are included in contracts and subleases at all tiers which are entered into in connection with Lessee's operations at the Property.

Authority may from time to time be required by the United States Government, or one or more of its agencies, to adopt additional or amended provisions, including nondiscrimination provisions concerning the use and operation of the Airport, and Lessee agrees that it will adopt such requirements as part of this Lease.

Federal Aviation Administration Requirements.

Authority reserves unto itself, and unto its successors and assigns for the use and benefit of the public, a right of flight for the passage of aircraft through the airspace above the surface of the Property, 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, and for navigation of or flight in the airspace, and use of the airspace for landing on, taking off or operating on the Airport.

Lessee expressly agrees, on behalf of itself and its successors and assigns:

to restrict the height of structures, vegetation and other Improvements on the Property in compliance with the requirements of Federal Aviation Administration Regulations, 14 CFR Part 77, as they may be amended from time to time; and

to prevent any use of the Property and any Improvements which would unreasonably interfere with or adversely affect the operation and maintenance of the Airport, or which would otherwise constitute a hazard at the Airport.

Right to Operate Aircraft at Airport. Nothing contained in this Lease shall give Lessee the right to operate a scheduled airline at the Airport. The right to operate aircraft at the Airport may be obtained by a qualified Lessee from Authority by executing an Operating Agreement in the form prescribed by the Authority.

Member Protection. No recourse under or upon any obligation, covenant or agreement contained in this Lease, or any other agreement or document pertaining to the operations of Lessee hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or under any judgment obtained against Authority, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Lease, shall be had against any member (including, without limitation, members of Authority's Board and members of Authority's citizens advisory committees), officer, employee or agent, as such, past, present and future, of Authority, either directly or through Authority or otherwise, for any claim arising out of this Lease or the operations conducted pursuant to it, or for any sum that may be due and unpaid by Authority. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any Authority member, officer, employee or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of this Lease or the operations conducted pursuant to it, or for the payment for or to Authority, or any receiver therefore or otherwise of any sum that may remain due and unpaid by Authority, is hereby expressly waived and released as a condition of and as consideration for the execution of this Lease.

Authority Rules and Regulations. Lessee shall observe and comply with all reasonable rules and regulations of Authority which now exist or may hereinafter be promulgated from time to time governing all matters relating to the Airport, including, without limitation, access, use, safety and conduct of operations at the Airport and the safe use of Airport facilities. Authority shall, at Lessee's written request, furnish a copy of all such rules and regulations, and any amendments thereto, to Lessee.

Authority Access to Property. Lessee grants Authority and its authorized agents full and free access to the Property and all Improvements located thereon at all reasonable times (upon reasonable prior notice, except in the event of an emergency) for the purposes of examining the same and seeing that all of the obligations of Lessee hereunder are being met and performed, and for exercising the Authority's rights under Paragraph 4.1 of the Lease, and shall permit them to enter any building or structure on the Property at any time in the event of an emergency. Authority and its employees, licensees, invitees, agents, patrons and suppliers, and its tenants and their employees, licensees, invitees, agents, patrons and suppliers, shall have the right of vehicular and pedestrian access, ingress and egress over all non-restricted access streets at the Airport.

Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by Authority or Lessee or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Authority and Lessee, it being expressly understood and agreed that neither the computation of Annual Rent, Rent nor any other provisions contained in this Lease nor any act or acts of the parties hereto shall be deemed to create any relationship between Authority and Lessee other than the relationship of landlord and tenant.

Exclusive Rights. The rights granted to Lessee under this Lease are not exclusive, except that Lessee shall have the exclusive use of the Property for the Term of this Lease in accordance with the provisions of this Lease. The Authority expressly reserves the right to grant to third parties

rights and privileges on other portions of the Airport that are identical, in whole or in part, to those granted to Lessee hereunder.

Miscellaneous Provisions.

The section headings contained in this Lease are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision of this Lease.

Except as otherwise provided herein, the provisions of this Lease shall bind and inure to the benefit of the successors and assigns of the parties hereto.

Time is expressed to be of the essence of this Lease.

In the event that any proceeding at law or in equity arises hereunder or in connection herewith (including any appellate proceeding or bankruptcy proceeding) the prevailing party shall be awarded costs, reasonable expert fees and reasonable Attorney's Fees incurred in connection therewith.

This Lease was made in, and shall be governed by and construed in accordance with the laws of, the State of Florida. If any covenant, condition or provision contained in this Lease is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, condition or provision herein contained.

This Lease, together with the exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and any prior agreements, representations or statements heretofore made with respect to such subject matter, whether oral or written, and any contemporaneous oral agreements, representations or statements are merged herein. This Lease may be altered or amended only by written instrument executed by both parties hereto.

Words of gender used in this Lease shall be held and construed to include any other gender; and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires.

Authority and Lessee represent and warrant to each other that they have dealt with no broker in connection with this Lease and the transactions contemplated hereby, and each agrees to indemnify and hold the other harmless in the event its representation and warranty contained herein is not true.

At the request of either party, the other shall with reasonable promptness deliver to the requesting party a written and acknowledged statement that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), that to the best of the responding party's knowledge, the requesting party is not in default under this Lease (or if the responding party has knowledge that the requesting party is in default, identifying the default), and providing such other information with respect to the Lease and the relationship between Authority and Lessee as may reasonably be requested.

COMMUNICATIONS CONCERNING DISPUTED DEBTS. ALL (A) COMMUNICATIONS CONCERNING DISPUTES ABOUT DEBTS THAT ARE OWED OR MAY BE OWED PURSUANT TO THIS AGREEMENT, AND (B) INSTRUMENTS IN LESS THAN THE FULL AMOUNT CLAIMED BY THE AUTHORITY AND TENDERED AS FULL SATISFACTION OF A DISPUTED DEBT OR OTHER AMOUNT OWED, SHALL BE SENT CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE FOLLOWING:

**DIRECTOR OF AIRPORTS
TITUSVILLE-COCOA AIRPORT AUTHORITY
355 Golden Knights Boulevard
Titusville, Florida 32780**

In accordance with Florida law, Lessee is hereby advised as follows:

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

Fire Protection System. Lessee shall, at its own cost and expense, maintain in good working order in each building on the Property where the same is required by applicable fire and safety standards a fire protection system satisfying applicable requirements of NFPA, the local building code enforcement agency and any other applicable legal requirements, which Lessee shall cause to be certified as meeting all applicable fire and safety standards upon installation, and recertified at least annually thereafter, by a qualified fire protection system inspector with a copy of each such certification provided to Authority.

Airport Security. Lessee shall comply with all applicable regulations of the Federal Aviation Administration, Transportation Security Administration, and/or the Florida Department of Transportation relating to airport security (including, at the Authority's request and without limitation, all such regulations applicable to the Authority with respect to the operation of the Property) and shall control the Property so as to prevent or deter unauthorized persons from obtaining access to that portion of the Airport consisting of cargo areas, airside buildings, aircraft aprons, ramps, taxiways and runways (the "Air Operations Area"). Any fines or other penalties incurred by the Authority as a result of Lessee's breach of this Paragraph shall be included in the indemnification provided to Authority pursuant to Paragraph 8.1 of the Lease.

Compliance with Stormwater Regulations.

Lessee acknowledges that the Airport is subject to federal stormwater regulations, 40 C.F.R. Part 122 (the "Regulations"), which are applicable to, among other activities, (i) certain industrial activity, including, without limitation, the operation of a vehicle maintenance shop (including vehicle rehabilitation, mechanical repairs, painting, fueling, and lubrication), equipment cleaning operations and deicing operations and (ii) certain construction activity at the Airport. Lessee also acknowledges that it is familiar with the Regulations and agrees to comply with the Regulations as they may be amended from time to time. Lessee further acknowledges that it has been advised that the Authority has complied with the Regulations by obtaining coverage under the Environmental Protection Agency's Stormwater Multi-Sector General Permit for Industrial Activities (the "Multi-Sector Permit"). Lessee may be able to become a co-permittee under such Multi-Sector Permit by filing separately in accordance with the provisions of the Regulations and the Multi-Sector Permit. Lessee shall provide to the Authority's Manager of Environmental Services copies of any such filings and such other information as the Director of Airports may reasonably request with respect to Lessee's compliance with the Regulations. Lessee agrees to comply with such Multi-Sector Permit or any other permit obtained by Authority or Lessee in connection with the Regulations as they pertain to the Property, and any modifications to or renewals thereof. Such permit will not cover construction activities as defined by the Regulations and will not eliminate the need to obtain permits from state or local agencies as applicable laws, ordinances or regulations may require.

If Lessee, or its authorized agents or representatives, engages in construction activity at the Airport, including, without limitation, clearing, grading, or excavation, Lessee shall determine whether the Regulations require a permit, and if so, Lessee shall obtain the permit, send a copy of the permit to the attention of the Authority's Director of Airports, and comply with the permit conditions.

Americans with Disabilities Act. As used herein, "ADA" shall mean the Americans with Disabilities Act, P.L. 101-336, 104 Stat. 327 (1990), as amended from time to time, and the regulations promulgated thereunder. Lessee shall be responsible for any actions required to comply with ADA (including, without limitation, any actions required by the Authority to enable the Authority to meet its ADA obligations with respect to Lessee's operations) as a result of (i) any Improvements or modifications which it makes to the Property, (ii) its particular use of the Property and (iii) any changes to the ADA after the Effective Date. Any modification to the Property, which Lessee is required to make under this Paragraph, shall be performed to the satisfaction of the Authority. In the event the Lessee shall fail to construct or modify any Improvements to the Property as required under this Paragraph, the Authority shall have the right to enter the Property and perform such modifications on the Lessee's behalf, without liability for any disruption to the Lessee's activities therein during the completion of or as a result of such modifications, and the cost of such modifications shall be invoiced to the Lessee and shall be promptly paid by the Lessee to the Authority as additional Rent hereunder.

Force Majeure. If either party hereto shall fail to timely perform any of its obligations under this Lease as a result of strikes, lockouts or labor disputes, inability to obtain labor or materials, government restrictions, fire or other casualty, adverse weather conditions not reasonably foreseeable at the location and time of year in question, by reason of war or other national

emergency, acts of God or other causes beyond the reasonable control of the party obligated to perform, then such failure shall be excused and not constitute a default under this Lease by the party in question, but only to the extent and for the time occasioned by such event. In the event the rights and privileges hereunder are suspended, Annual Rent and Rent under this Lease shall not abate, and Lessee shall have the right to make any claim against any third party permitted by law and to receive any award paid with respect to such claim. In no event shall this provision excuse any failure by Lessee to pay Annual Rent or Rent or any other payment obligation hereunder. Nor shall this provision apply to any inability by Lessee to procure funds or obtain financing necessary to comply with Lessee's obligations under this Lease. In the event that the airport is closed for a period greater than ninety (90) consecutive days by reason of war or other national emergency, the Authority will assist Lessee, as allowable by applicable law, in obtaining compensation for the unamortized portion of any Improvements constructed by Lessee on the Property from the authority taking such action. However, in no case shall the Authority be liable for any damages arising out of such an event.

Subordination.

This Agreement shall be subject to all restrictions of record affecting the Airport and the use thereof, all federal, state, county and city laws and regulations affecting the same, and shall be subject and subordinate to the provisions of any and all existing agreements between the Authority and third parties, including, but not limited to, those between the Authority and the United States of America, the State of Florida, or the County of Brevard, or their agencies, and to any future agreements between or among the foregoing relative to the operation or maintenance of the Airport, the execution of which may be required as a condition precedent to the expenditure of federal, state, county or city funds for the development of the Airport, or any part thereof. All provisions hereof shall be subordinate to the right of the United States to occupy or use the Airport, or any part thereof, during time of war or national emergency.

In the event the Federal Aviation Administration or its successors require modifications or changes in this Agreement as a condition precedent to the granting of its approval or to the obtaining of funds for the improvement of the Airport, Lessee hereby consents to any and all such modifications and changes as may be reasonably required.

Notwithstanding the foregoing provisions of this Paragraph, in the event any such restrictions, agreements or modifications to this Lease increase the Annual Rent payable hereunder or materially and adversely affect the ability of Lessee to use the Property for the purposes permitted under this Lease, Lessee shall have the right to terminate this Lease by written notice to the Authority.

Public Entity Crimes Law. The Lessee acknowledges the following notice:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of \$25,000 for a period of 36 months from the date of being placed on the convicted vendor list.

Tax Exempt Status of Authority Revenue Bonds. Lessee agrees to comply promptly with any applicable provisions of any federal tax statute, and all regulations or other binding authority promulgated or decided thereunder, as required to permit the Authority's capital expansion projects to be planned and constructed by Authority with revenue bonds the interest on which is generally exempted from federal income taxation, other than any applicable individual or corporate alternative minimum taxes (and other than during any period while such revenue bonds are held by a "substantial user" of the projects financed by those revenue bonds or a "related person" to a "substantial user"), including, without limitation, the execution by Lessee and delivery to Authority of an election not to claim depreciation or any investment credit with respect to any portion of such capital expansion projects or any other portion of the Airport System in the form attached hereto as Exhibit "F" simultaneously with the execution of this Lease. Such exhibit shall be deemed to be part of this Lease and shall be binding upon Lessee, its successors and assigns.

Visual Arts. Lessee shall not permit a work of visual art, as defined in 17 USC § 101, to be installed in the Property without providing Authority with a written waiver, in form acceptable to the Authority, of the artist's rights under the Visual Artists Rights Act of 1990, Pub. L. 101-650, and without obtaining the Authority's prior written approval.

EXHIBIT "G"
PAYMENT BOND FORM - EXAMPLE

KNOW ALL MEN BY THESE PRESENT that Space Perspective Inc. hereinafter referred to as Principal, and _____, a corporation/company organized under the laws of the State of _____ and licensed to do business in the State of Florida, hereinafter referred to as Surety, are held and firmly bound unto the Titusville-Cocoa Airport Authority (the "Authority"), as Obligee, hereinafter referred to as Authority, in the Penal Sum of _____ DOLLARS (\$ _____), for the payment of which sum well and truly made, Principal and Surety bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal executed Lease Agreement on _____, 20____ for property at Merritt Island Airport, which is incorporated herein by reference, made a part hereof, and is hereinafter referred to as the Agreement, and

WHEREAS, Principal has by written agreement dated _____, 20____ entered into a contract, hereinafter referred to as the Contract, with _____, hereinafter referred to as Contractor, for the construction at the Airport as described in the Agreement; and

WHEREAS, under the terms of the Agreement, Principal is required to indemnify and hold harmless Authority from and against any and all claims of claimants, as defined in Sections 255.05(1) and 713.01(10), Florida Statutes, for installations and improvements at the Authority as described in the Agreement, and is also required to provide a bond protecting the rights of such claimants to payment for services, labor, materials or supplies used directly or indirectly in the prosecution of the installations and improvements at the Authority as described in the Agreement; and

WHEREAS, Surety is authorized to do business in the State of Florida;

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Sections 255.05(1) and 713.01(16), Florida Statutes, supplying Principal and/or Contractor with services, labor, materials, or supplies, used directly or indirectly by Principal and/or Contractor in the prosecution of the improvements and installations at the Authority as provided for in the Agreement and the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. This bond is furnished for the purpose of complying with the requirements of Section 255.05, Florida Statutes, to the extent applicable; and for the purpose of exempting any legal or equitable interest in real property owned by Authority or the Principal from liens, and complying with the requirements of Section 713.23, Florida Statutes, to the extent applicable.

2. It is a specific condition of this bond that a claimant's right of action on the bond

is limited to the provisions of Sections 255.05 and 713.23, Florida Statutes, including, but not limited to, the one-year (1) time limitation within which suits may be brought.

Therefore, a claimant, except a laborer, who is not in privity with the Principal and who has not received payment for his services, labor, materials or supplies shall, within forty-five (45) days after beginning to furnish services, labor, materials or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to the bond for protection. Any claimant who has not received payment for his services, labor, materials or supplies shall, within ninety (90) days after performance of the services or labor or completion of delivery of the materials or supplies, deliver to the Principal and to the Surety written notice of the performance of the services or labor or delivery of the materials or supplies and of the nonpayment. No action for the services, labor, materials or supplies may be instituted against the Principal or the Surety unless both notices have been given. No action shall be instituted against the Principal or the Surety on the bond after one(1) year from the performance of the services or labor or completion of the delivery of the materials or supplies.

3. The Surety's obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Agreement or Contract entered into by Authority, Principal and/or Contractor without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Lease or Contract granted by Authority to Principal or by Principal to Contractor without the Surety's knowledge or consent, (iii) the discharge of Principal from its obligations under the Agreement or Contract as a result of any proceeding initiated under The Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding, or (iv) any other action taken by the Authority, Principal or Contractor that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder.

4. Any changes in or under the Agreement or Contract and compliance or noncompliance with any formalities connected with the Agreement or Contract or the changes therein shall not affect Surety's obligations under this bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Agreement and/or the Contract.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on the __ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

Principal

By: _____
Name and Title

(SEAL)

Surety

By: _____
Name and Title

(Seal)

(Countersigned by Florida Registered Agent)

EXHIBIT "H"
PERFORMANCE BOND FORM - EXAMPLE

KNOW ALL MEN BY THESE PRESENTS that Space Perspective Inc., hereinafter referred to as Principal, and _____ a corporation/company organized under the laws of the State of _____ and licensed to do business in the State of Florida, hereinafter referred to as Surety, are held and firmly bound unto the Titusville-Cocoa Airport Authority as Obligee, hereinafter referred to as Authority, in the Penal Sum of _____ DOLLARS (\$_____), for the payment of which sum well and truly made, Principle and Surety bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has been awarded real property at _____, in accordance with the Agreement dated _____, which is incorporated herein by reference, made a part hereof, and is hereinafter referred to as the Lease; and

WHEREAS, Principal has by written agreement dated _____, 20__ entered into a contract, hereinafter referred to as the Contract, with _____, hereinafter referred to as Contractor, for the construction of improvements to the above-described real property in accordance with the plans and specifications prepared by _____, dated _____, which were approved by Authority, and which are incorporated herein by reference and made a part hereof, and which are hereinafter referred to as the Plans and Specifications; and

WHEREAS, under the terms of the Lease, Principal is permitted or required to complete the improvements to the above-described property in accordance with the Plans and Specifications and the requirements of the Lease, and is also required to provide a bond guaranteeing the faithful performance of such improvements by the Principal and the Contractor or such replacement contractors as Principal may employ; and

WHEREAS, Surety is authorized to do business in the State of Florida;

NOW, THEREFORE, the condition of this obligation is such that if Principal, by and through Contractor or such replacement contractors as Principal may employ:

1. Promptly and faithfully completes and performs such improvements in accordance with the Plans and Specifications, the Contract, and the obligations imposed upon Principal by the Lease in connection therewith, in the time and manner prescribed in the Lease and Contract,

2. Pays Authority all losses, damages (liquidated or actual), including, but not limited to, damages caused by delays in performance of the Principal or the Contractor, expenses, costs and attorney's fees, including appellate proceedings, that Authority sustains resulting directly or indirectly from failure of the Principal or the Contractor to complete the improvements in accordance with the Plans and Specifications or the terms of the Contract, or from any breach or default by Principal or the Contractor under the Lease in connection therewith, and

3. Pays Authority all losses, damages, expenses, costs, attorneys' fees and other legal costs (including, but not limited to, those for investigative and legal support services), including those incurred in appellate proceedings, that the Authority sustains resulting directly or indirectly from conduct of the Principal or the Contractor, including, but not limited to, want of care or skill, negligence, patent infringement, or intentionally wrongful conduct on the part of the Principal or the Contractor, their officers, agents, employees or any other person or entity for whom the Principal or the Contractor are responsible, then this bond is void; otherwise it shall remain in full force and effect.

In the event that the Principal, individually or by and through the Contractor or such replacement contractors as Principal may employ, shall fail to complete the improvements in accordance with the Plans and Specifications or the terms of the Contract, or to perform any of the terms, covenants and conditions of the Lease related to construction of such improvements during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Authority for all such loss or damage, including reasonable attorneys' fees and other legal costs resulting from any failure to perform up to the amount of the Penal Sum.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and save the Authority harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and other legal costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond. The obligations set forth in this paragraph shall not be limited by the Penal Sum of this Bond.

The Surety's obligations hereunder shall be direct and immediate and not conditional or contingent upon Authority's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Lease or the Contract entered into by Authority, Principal and/or Contractor without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Lease or the Contract granted by Authority to Principal or by Principal to Contractor without the Surety's knowledge or consent, (iii) the discharge of Principal from its obligations under the Lease or the Contract as a result of any proceeding initiated under The Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceedings, or (iv) any other action taken by Authority or Principal or Contractor that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder.

The institution of suit upon this Bond is subject to a statute of limitations of four (4) years for claims arising out of the actual construction of improvements and five (5) years for all other claims arising out of this written contract, as set forth in Section 95.11, Florida Statutes.

Any changes in or under the Lease or the Contract and compliance or noncompliance with any formalities connected with the Lease or the Contract or the changes therein shall not affect Surety's obligations under this bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or

decrease in accordance with approved changes or other modifications to the Lease and/or the Contract.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their seals on the _____ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant, authority of its governing body.

Signed, sealed and delivered
in the presence of:

(Seal)

Principal
By: _____
(Official Title)

(Seal)

Surety
By: _____
(Official Title)

(Countersigned by Florida Registered Agent)

Note: If Principal and Surety are corporations, the respective corporate seals shall be affixed and attached.

Surety shall execute and attach a certified copy of Power of Attorney Appointing Individual Attorney-In-Fact for execution of Performance Bond on behalf of Surety.

EXHIBIT "I"

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

For Recording Purposes Only

MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT ("Memorandum") is effective this _____ day of _____, 20____, by and between TITUSVILLE-COCOA AIRPORT AUTHORITY, as governing body of the Titusville-Cocoa Airport Authority, a special taxing district existing under the laws of the State of Florida, whose mailing address is 355 Golden Knights Boulevard, Titusville, Florida 32780 ("**Authority**"), and SPACE PERSPECTIVE INC., a Delaware corporation authorized to do business in the State of Florida with its principal place of business located at J5-1196, Mail Code SPI, Shuttle Landing Facility, Kennedy Space Center, FL 32899-0001 ("**Lessee**").

WITNESSETH

1. Lease. Authority and Lessee entered into that certain Lease Agreement effective as of _____, 20____ ("**Lease**"), with respect to the lease of certain real property and improvements thereon located in Brevard County, Florida, more particularly described on the attached **Exhibit "A"** (the "**Property**").

2. Term. The Term of the Lease begins on November 1, 2020 hereof and ends on May 18, 2028, unless sooner terminated or extended in accordance with the terms of the Lease, which in no event will be later than May 18, 2038.

3. Lessee's Improvements. Pursuant to the terms of the Lease, Authority's interest in the Property shall not be subject to any liens or claims of lien for any improvements made by or on behalf of Lessee.

4. Election Not to Claim Depreciation. Neither Lessee nor any successor-in-interest to Lessee shall claim depreciation or an investment credit with regard to any Improvements constructed by the Authority at the Property.

5. Definitions. TERMS NOT SPECIFICALLY DEFINED IN THIS MEMORANDUM SHALL HAVE THE SAME RESPECTIVE MEANINGS AS ARE ASCRIBED THERETO IN THE LEASE.

6. Lessee's Address. A copy of the Lease is maintained at Lessee's office located at the following address:

and at the offices of the Authority.

7. Lease Governs. This Memorandum is executed for the sole purpose of giving public notice of certain terms and provisions of the Lease and shall not create, expand, modify or affect in any way the respective rights, interests, estates, obligations or remedies of Authority or Lessee. This Memorandum shall not be considered or taken into account in connection with the construction or interpretation of the Lease or any provision thereof.

8. Counterparts. This Memorandum may be executed in counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Memorandum effective as of the day and year first above written.

WITNESSES:

Print

Name: _____

Print

Name: _____

Lessee:

SPACE PERSPECTIVE INC.

By: _____

Print

Name: _____

Title: _____

WITNESSES:

Print

Name: _____

Print

Name: _____

Authority:

TITUSVILLE-COCOA AIRPORT AUTHORITY

By: _____

Name: Kevin Daugherty, AAE

As Its: Director of Airports

Approved as to Form and Legality this _____ day of _____, 20____

Approved as to Form and Legality this _____ day of _____, 20____
WhiteBird, PLLC

By: _____

By: _____

Legal Counsel for: Lessee

Legal Counsel / Titusville-Cocoa Airport Authority

**STATE OF FLORIDA
COUNTY OF BREVARD**

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____. He is [] personally known to me or [] has produced _____ as identification.

(NOTARY SEAL)

Signature of Notary Public

Print Name: _____

My Commission Expires: _____

Commission No.: _____

**STATE OF FLORIDA
COUNTY OF BREVARD**

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by KEVIN DAUGHERTY, as Director of Airports of **TITUSVILLE-COCOA AIRPORT AUTHORITY**. He is [] personally known to me or [] has produced _____ as identification.

(NOTARY SEAL)

Signature of Notary Public

Print Name: _____

My Commission Expires: _____

Commission No.: _____

EXHIBIT "J"
OTHER LESSEE OBLIGATIONS

Lessee agrees to surrender Property and all improvements to the Titusville - Cocoa Airport Authority at the end of the Lease term, however said term terminates or expires.

EXHIBIT "K"
ELECTION FORM

The undersigned, a duly authorized official of the Contracting Party, hereby elects (pursuant to Section 142(b)(1)(B)(i) of the Code) not to claim depreciation or an investment credit with respect to the Property described above. This Election is being made in connection with the execution of the lease, service contract, management contract or other contract (the "Contract") pertaining to the Property.

Contracting Party understands that this Election is irrevocable, and that this Election is binding on all successors in interest under the Contract regardless of whether the obligations issued to provide the Property remain outstanding. Furthermore, the Contract and any publicly recorded document recorded in lieu of such Contract states that neither the Contracting Party nor any successor in interest under the Contract may claim depreciation or an investment credit with respect to the Property.

In addition, Contracting Party agrees that it shall not use any portion of the Property for office space or, alternatively (and subject to the terms of its Contract with the Titusville-Cocoa Airport Authority), shall limit its use of any portion of the Property for office space so that no more than a de minimis amount [not more than five percent (5%)], if any, of the functions to be performed in such office space will not be directly related to the day-to-day operations either at the Property or more generally at Space Coast Regional Airport. Contracting Party agrees that this provision shall be binding upon any assignees, sub-lessees or other successors in interest.

The Issuing Authority is being provided with a copy of this Election concurrent with its execution. In addition, the Issuing Authority and the Contracting Party will retain copies of this Election in their respective records for the entire term of the Contract.

By: _____
Title: _____
Date: _____

SalePrice	OfficialBook	OfficialPage	MailFormatted1	YearBuilt	MarketValue	SaleInfo
123,000.00	3071	2673	TITUSVILLE-COCOA AIRPORT	1966	42,210.00	07/01/1990 \$123,000 Improved
70,000.00	3521	0403	TITUSVILLE-COCOA AIRPORT		118,310.00	11/01/1995 \$70,000 Improved
65,000.00	3128	2470	TITUSVILLE-COCOA AIRPORT		14,000.00	05/30/1991 \$65,000 Improved
54,000.00	3114	3781	TITUSVILLE-COCOA AIRPORT		14,000.00	03/30/1991 \$54,000 Improved
57,500.00	3115	2647	TITUSVILLE-COCOA AIRPORT		14,000.00	03/30/1991 \$57,500 Improved
56,000.00	3135	4876	TITUSVILLE-COCOA AIRPORT		14,000.00	07/01/1991 \$56,000 Improved
58,000.00	3132	0435	TITUSVILLE-COCOA AIRPORT		14,000.00	06/01/1991 \$58,000 Improved
53,000.00	3129	2699	TITUSVILLE-COCOA AIRPORT		14,000.00	05/01/1991 \$53,000 Improved
7,500.00	3114	4331	TITUSVILLE-COCOA AIRPORT		14,000.00	03/30/1991 \$7,500 Vacant
58,000.00	3131	4135	TITUSVILLE-COCOA AIRPORT		14,000.00	06/30/1991 \$58,000 Improved
82,000.00	3576	4507	TITUSVILLE-COCOA AIRPORT	1956	71,900.00	05/01/1996 \$82,000 Improved
100,000.00	3521	0418	TITUSVILLE-COCOA AIRPORT		18,960.00	11/01/1995 \$100,000 Improved
68,500.00	3219	2137	TITUSVILLE-COCOA AIRPORT		22,000.00	07/01/1992 \$68,500 Improved
89,000.00	3106	4881	TITUSVILLE-COCOA AIRPORT		22,000.00	01/30/1991 \$89,000 Improved
63,000.00	3552	1710	TITUSVILLE-COCOA AIRPORT		14,000.00	03/01/1996 \$63,000 Improved
190,000.00	3595	1433	TITUSVILLE-COCOA AIRPORT		212,160.00	08/01/1996 \$190,000 Improved
54,500.00	3512	3790	TITUSVILLE-COCOA AIRPORT AUTHORITY		101,900.00	10/01/1995 \$54,500 Improved
59,000.00	3521	3815	TITUSVILLE-COCOA AIRPORT		90,560.00	11/01/1995 \$59,000 Improved
63,000.00	3115	2063	TITUSVILLE-COCOA AIRPORT		14,000.00	03/30/1991 \$63,000 Improved
62,000.00	3135	4874	TITUSVILLE-COCOA AIRPORT		14,000.00	07/01/1991 \$62,000 Improved
58,000.00	3115	2078	TITUSVILLE-COCOA AIRPORT	1958	14,000.00	03/30/1991 \$58,000 Improved
48,000.00	3517	0540	TITUSVILLE-COCOA AIRPORT		79,510.00	10/01/1995 \$48,000 Improved
54,700.00	3172	3267	TITUSVILLE-COCOA AIRPORT		14,000.00	01/01/1992 \$54,700 Improved
46,000.00	3321	4975	TITUSVILLE-COCOA AIRPORT		14,000.00	08/01/1993 \$46,000 Improved
58,500.00	3464	0012	TITUSVILLE-COCOA AIRPORT		14,000.00	03/01/1995 \$58,500 Improved
48,000.00	3200	1597	TITUSVILLE-COCOA AIRPORT		14,000.00	05/30/1992 \$48,000 Improved
47,000.00	3248	4816	TITUSVILLE-COCOA AIRPORT		14,000.00	11/01/1992 \$47,000 Improved
58,000.00	3140	0755	TITUSVILLE-COCOA AIRPORT	Multiple	14,000.00	07/01/1991 \$58,000 Improved
12,500.00	3203	2268	TITUSVILLE-COCOA AIRPORT		10,000.00	05/01/1992 \$12,500 Improved
50,000.00	3150	4791	TITUSVILLE-COCOA AIRPORT		14,000.00	09/30/1991 \$50,000 Improved
59,000.00	3115	2080	TITUSVILLE-COCOA AIRPORT		14,000.00	03/30/1991 \$59,000 Improved
258,000.00	5803	1937	TITUSVILLE-COCOA AIRPORT		72,000.00	07/27/2007 \$258,000 Vacant
98,000.00	3112	1297	TITUSVILLE-COCOA AIRPORT		49,110.00	02/28/1991 \$98,000 Improved
			TITUSVILLE-COCOA AIRPORT		4,487,220.00	--
			TITUSVILLE-COCOA AIRPORT		421,520.00	--
105,000.00	5811	0481	TITUSVILLE-COCOA AIRPORT AUTHORITY		40,000.00	09/06/2007 \$105,000 Vacant

PARCEL ID	PARCEL NUMBER	ACREAGE
-----------	---------------	---------

1A	21-35-32-00-751	128.21
1B	21-35-32-00-11	24.81
1C	21-35-32-00-11.1	5.25
1D	21-35-32-00-827	4.37
1E	21-35-32-00-8	7.14
1F	21-35-32-00-16.1	8.36
1G	21-35-32-00-10	24.33

2	21-35-32-01-3-6	0.34
3	21-35-32-01-2-21	0.19
4	21-35-32-01-3-2	0.17
5	21-35-32-01-2-20	0.19
6	21-35-32-01-3-3	0.17
7	21-35-32-01-2-18	0.19
8	21-35-32-01-3-5	0.17
9	21-35-32-01-2-17	0.19
10	21-35-32-01-2-16	0.19
11	21-35-32-00-19	1.78
12	21-35-33-00-265	1.58
13	21-35-33-00-266	1.24
14	21-35-33-00-260	1.1
15	21-35-32-01-2-11	0.22
16	21-35-32-00-753.1	0.74
17	21-35-32-01-2-1	0.22
18	21-35-32-01-2-3	0.19
19	21-35-32-01-2-5	0.19
20	21-35-32-01-2-6	0.19
21	21-35-32-01-2-7	0.19
22	21-35-32-75-B-8	0.23
23	21-35-32-75-B-9	0.23
24	21-35-32-75-B-10	0.23
25	21-35-32-75-B-11	0.23
26	21-35-32-75-A-11	0.23
27	21-35-32-75-B-12	0.23
28	21-35-32-01-3-1	0.2

29	21-35-32-01-4-4	0.17
30	21-35-32-01-4-3	0.17
31	21-35-32-01-4-1	0.2
32	21-35-32-00-766	3.57
33	21-35-33-00-264	4.27
34	21-35-32-00-24	3.67
35	21-35-32-00-797	0.86



ARTHUR DUNN
AIRPARK
TITUSVILLE, FLORIDA

PROPERTY MAP

THIS DOCUMENT CONTAINS NEITHER RECOMMENDATIONS NOR
DISAPPROVALS BY THE NATIONAL BUREAU OF STANDARDS, WHICH
IS NOT INTENDING TO BE USED AS A BASIS FOR
LEGAL ACTION OR FOR OTHER PURPOSES.

SCALE (FT): **GRAPHIC**

[illegible]

DESIGNED BY:

CHECKED BY:

APPROVED BY:

9-7-2021

FD37 FM HQ

9.19.2017 11:11 AM

2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054 2055 2056 2057 2058 2059 2060 2061 2062 2063 2064 2065 2066 2067 2068 2069 2070 2071 2072 2073 2074 2075 2076 2077 2078 2079 2080 2081 2082 2083 2084 2085 2086 2087 2088 2089 2090 2091 2092 2093 2094 2095 2096 2097 2098 2099 2100 2101 2102 2103 2104 2105 2106 2107 2108 2109 2110 2111 2112 2113 2114 2115 2116 2117 2118 2119 2120 2121 2122 2123 2124 2125 2126 2127 2128 2129 2130 2131 2132 2133 2134 2135 2136 2137 2138 2139 2140 2141 2142 2143 2144 2145 2146 2147 2148 2149 2150 2151 2152 2153 2154 2155 2156 2157 2158 2159 2160 2161 2162 2163 2164 2165 2166 2167 2168 2169 2170 2171 2172 2173 2174 2175 2176 2177 2178 2179 2180 2181 2182 2183 2184 2185 2186 2187 2188 2189 2190 2191 2192 2193 2194 2195 2196 2197 2198 2199 2200 2201 2202 2203 2204 2205 2206 2207 2208 2209 2210 2211 2212 2213 2214 2215 2216 2217 2218 2219 2220 2221 2222 2223 2224 2225 2226 2227 2228 2229 2230 2231 2232 2233 2234 2235 2236 2237 2238 2239 2240 2241 2242 2243 2244 2245 2246 2247 2248 2249 2250 2251 2252 2253 2254 2255 2256 2257 2258 2259 2260 2261 2262 2263 2264 2265 2266 2267 2268 2269 2270 2271 2272 2273 2274 2275 2276 2277 2278 2279 2280 2281 2282 2283 2284 2285 2286 2287 2288 2289 2290 2291 2292 2293 2294 2295 2296 2297 2298 2299 2300 2301 2302 2303 2304 2305 2306 2307 2308 2309 2310 2311 2312 2313 2314 2315 2316 2317 2318 2319 2320 2321 2322 2323 2324 2325 2326 2327 2328 2329 2330 2331 2332 2333 2334 2335 2336 2337 2338 2339 2340 2341 2342 2343 2344 2345 2346 2347 2348 2349 2350 2351 2352 2353 2354 2355 2356 2357 2358 2359 2360 2361 2362 2363 2364 2365 2366 2367 2368 2369 2370 2371 2372 2373 2374 2375 2376 2377 2378 2379 2380 2381 2382 2383 2384 2385 2386 2387 2388 2389 2390 2391 2392 2393 2394 2395 2396 2397 2398 2399 2400 2401 2402 2403 2404 2405 2406 2407 2408 2409 2410 2411 2412 2413 2414 2415 2416 2417 2418 2419 2420 2421 2422 2423 2424 2425 2426 2427 2428 2429 2430 2431 2432 2433 2434 2435 2436 2437 2438 2439 2440 2441 2442 2443 2444 2445 2446 2447 2448 2449 2450 2451 2452 2453 2454 2455 2456 2457 2458 2459 2460 2461 2462 2463 2464 2465 2466 2467 2468 2469 2470 2471 2472 2473 2474 2475 2476 2477 2478 2479 2480 2481 2482 2483 2484 2485 2486 2487 2488 2489 2490 2491 2492 2493 2494 2495 2496 2497 2498 2499 2500 2501 2502 2503 2504 2505 2506 2507 2508 2509 2510 2511 2512 2513 2514 2515 2516 2517 2518 2519 2520 2521 2522 2523 2524 2525 2526 2527 2528 2529 2530 2531 2532 2533 2534 2535 2536 2537 2538 2539 2540 2541 2542 2543 2544 2545 2546 2547 2548 2549 2550 2551 2552 2553 2554 2555 2556 2557 2558 2559 2560 2561 2562 2563 2564 2565 2566 2567 2568 2569 2570 2571 2572 2573 2574 2575 2576 2577 2578 2579 2580 2581 2582 2583 2584 2585 2586 2587 2588 2589 2590 2591 2592 2593 2594 2595 2596 2597 2598 2599 2600 2601 2602 2603 2604 2605 2606 2607 2608 2609 2610 2611 2612 2613 2614 2615 2616 2617 2618 2619 2620 2621 2622 2623 2624 2625 2626 2627 2628 2629 2630 2631 2632 2633 2634 2635 2636 2637 2638 2639 2640 2641 2642 2643 2644 2645 2646 2647 2648 2649 2650 2651 2652 2653 2654 2655 2656 2657 2658 2659 2660 2661 2662 2663 2664 2665 2666 2667 2668 2669 2670 2671 2672 2673 2674 2675 2676 2677 2678 2679 2680 2681 2682 2683 2684 2685 2686 2687 2688 2689 2690 2691 2692 2693 2694 2695 2696 2697 2698 2699 2700 2701 2702 2703 2704 2705 2706 2707 2708 2709 2710 2711 2712 2713 2714 2715 2716 2717 2718 2719 2720 2721 2722 2723 2724 2725 2726 2727 2728 2729 2730 2731 2732 2733 2734 2735 2736 2737 2738 2739 2740 2741 2742 2743 2744 2745 2746 2747 2748 2749 2750 2751 2752 2753 2754 2755 2756 2757 2758 2759 2760 2761 2762 2763 2764 2765 2766 2767 2768 2769 2770 2771 2772 2773 2774 2775 2776 2777 2778 2779 2780 2781 2782 2783 2784 2785 2786 2787 2788 2789 2790 2791 2792 2793 2794 2795 2796 2797 2798 2799 2800 2801 2802 2803 2804 2805 2806 2807 2808 2809 2810 2811 2812 2813 2814 2815 2816 2817 2818 2819



AVCON PROJECT NO. 2014-045-02

CAUTION: XTECH503_PROPERTY MAP

TESTS



LEGEND

	AIRPORT PROPERTY
	ADJACENT PROPERTY OWNED BY TITUSVILLE-COCOA AIRPORT AUTHORITY

TCAA Business Plan Update

This project was initiated immediately after the last TCAA meeting (Aug 19, 2021). The current status of the project tasks:

Task	Complete	Remarks
1. Analysis of Existing Conditions	40%	Data collection 80% complete
2. Assets and Opportunities Analysis (SWOT)	10%	Organizing SWOT workshop
3. Management and Governance Evaluation	20%	Developing cost centers for expense allocations
4. Financial Analysis	20%	Preparing comprehensive TCAA financial history
5. Development of Goals and Objectives	-	Pending outcome of preceding tasks
6. Policy Guiding Documents Review	10%	Review in progress

PROJECT STATUS REPORT TITUSVILLE COCOA AIRPORT AUTHORITY

PREPARED BY: MR. KEVIN DAUGHERTY, DIRECTOR OF AIRPORTS

*DATE: **SEPTEMBER 2021***

PROJECT: RUNWAY 9-27 REHAB – SPACE COAST REGIONAL AIRPORT

BUDGET: \$3.8M (\$0 Local Match)

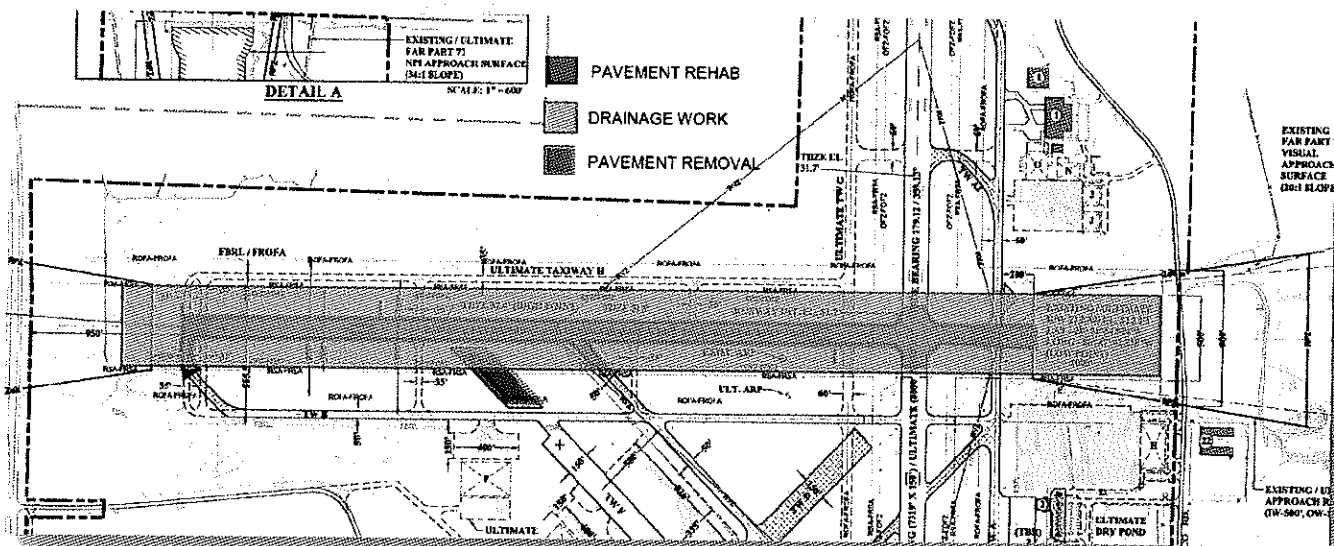
SCOPE:

- A. MILL AND REPAVE TO REMOVE BAD ASPHALT AND CORRECT CROSS SLOPE
- B. INVESTIGATE AND REPLACE DRAINAGE PIPES
- C. INVESTIGATE AND REMOVE ABANDONED UTILITIES/PIPES/ETC
- D. REMOVE PAVED SHOULDERS AND VARIOUS PAVEMENTS ADJACENT TO RUNWAY
- E. CORRECT FILLETS AT TAXIWAY CONNECTORS
- F. CONSTRUCT STORM WATER FACILITIES TO CORRECT LEGAL POSITIVE OUTFALL ISSUE AND ADD TREATMENT AS REQUIRED BY PERMIT
- G. RESTRIPE PAVEMENT MARKINGS
- H. ADD EDGE LIGHT PROTECTION

CURRENT STATUS: DESIGN OF ADDITIONAL DRAINAGE HAS STARTED; CURRENTLY REVIEWING SHOP DRAWINGS AND PROJECT SUBMITTALS

SCHEDULE: 10 MONTHS OF CONSTRUCTION PLUS 1 MONTH OF CLOSEOUT

PHOTO/SKETCH:



PROJECT: HANGAR 52 DEMO – SPACE COAST REGIONAL AIRPORT

BUDGET: \$320K (\$64K LOCAL MATCH)

SCOPE:

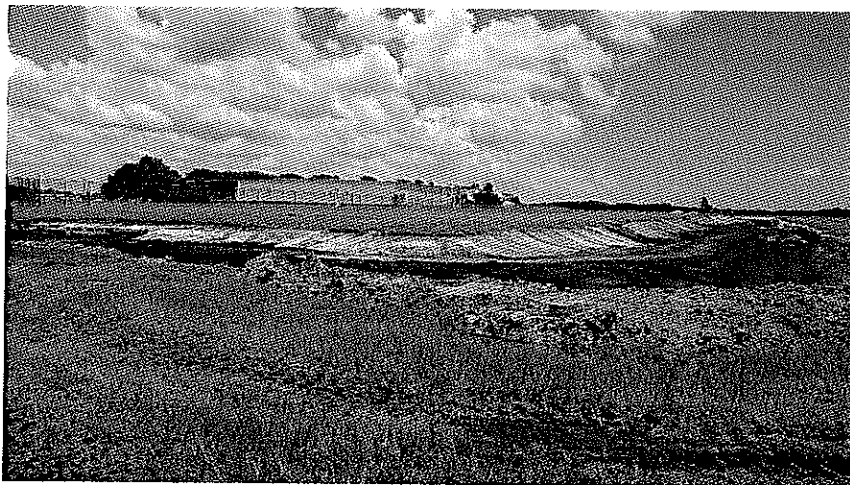
- A. DEMO 3 BUILDINGS ON WEST APRON
- B. FILL ADJACENT POND
- C. MODIFY DITCH TO REMOVE ORGANICS AND FILL ABOVE SEASONAL HIGH GROUND WATER

CURRENT STATUS: CONSTRUCTION IS **90%** COMPLETE; CONTRACTOR HAS EXPERIENCED ADVERSE CONDITIONS WITH GREATER THAN AVERAGE PRECIPITATION; SUBSTANTIAL COMPLETION IS EXPECTED THIS MONTH PENDING ANY ADDITIONAL EXTREME AMOUNTS OF PRECIPITATION.

SUBSTANTIAL COMPLETION IS EXPECTED ON 10/8/21

SCHEDULE: 6 MONTHS OF CONSTRUCTION PLUS 1 MONTH OF CLOSEOUT

PHOTO/SKETCH:



PROJECT: TCAA/VAC APRON AND TAXILANE – SPACE COAST REGIONAL AIRPORT

BUDGET: \$1.62M (\$0 LOCAL MATCH)

SCOPE:

- A. CONSTRUCT TAXILANE
- B. CONSTRUCT AIRCRAFT PARKING APRON FOR MAX ADG II (C-47)
- C. CONSTRUCT EDGE LIGHTING
- D. EXCAVATE POND AND DRAINAGE
- E. CONSTRUCT EMBANKMENT FOR BUILDING PADS

CURRENT STATUS: BID PHASE IS ONGOING. PERMIT FROM SJRWMD IS IN HAND; WAITING ON PERMIT FROM TITUSVILLE

SCHEDULE: 8 MONTHS OF CONSTRUCTION PLUS 1 MONTH OF CLOSEOUT

PHOTO/SKETCH:



VAC CAMPUS EXPANSION STUDY



PROJECT: WILLOW CREEK CONNECTOR ROAD – SPACE COAST REGIONAL AIRPORT

BUDGET: \$2M (\$0 LOCAL MATCH)

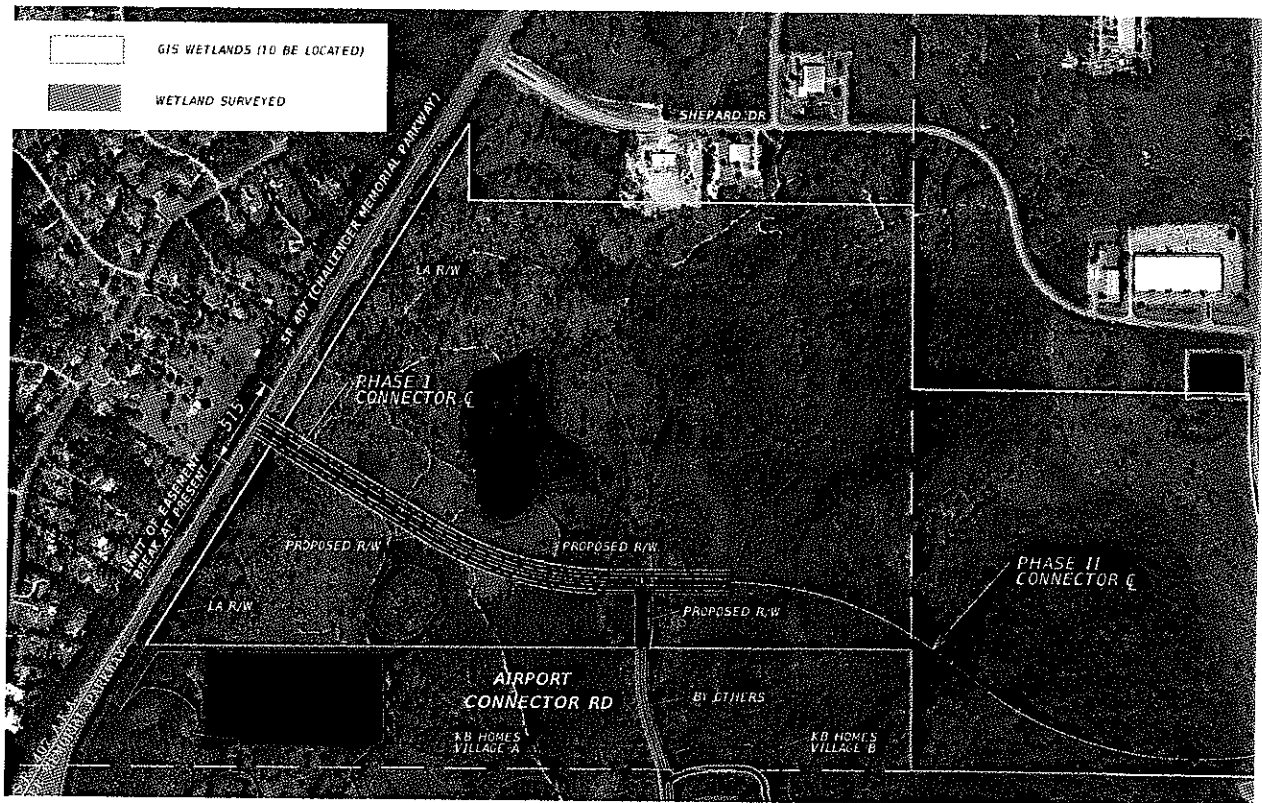
SCOPE:

- A. CONSTRUCT 3,500 LF OF COLLECTOR ROADWAY PHASE 1)
- B. CONSTRUCT INTERSECTION AT SR 407 WITH 4 LANE CONNECTOR, NOT SIGNALIZED
- C. PREPARE BREAK REQUEST IN LIMITED ACCESS EASEMENT WITH FDOT AND TURNPIKE
- D. CONDUCT SURVEY, GEOTECH EXPLORATION, WETLAND DOCUMENTATION, PART 163 ENVIRNMENTAL REVIEW OF CORREDOR

CURRENT STATUS: IN DESIGN DEVELOPMENT PHASE; SURVEY AND WETLANDS COLLECTION ARE COMPLETE, GEOTCH TO START THIS MONTH; NEXT STEPS INCLUDE COORDINATION WITH CITY OF TITUSVILLE, FAA AND FDOT; LETTER SENT TO TITUSVILLE FOR ROW DEDICAITON ACCEPTANCE

SCHEDULE: 8 MONTHS FOR DESIGN AND PERMITTING; 5 MONTHS REMAINING; 2 MONTHS BEHIND SCHEDULE DUE TO ADDITION OF EXTENSION OF THE VERONA ROAD NORTH

PHOTO/SKETCH:



PROJECT: CORPORATE HANGAR – MERRITT ISLAND AIRPORT

BUDGET: \$700K (\$0 LOCAL MATCH)

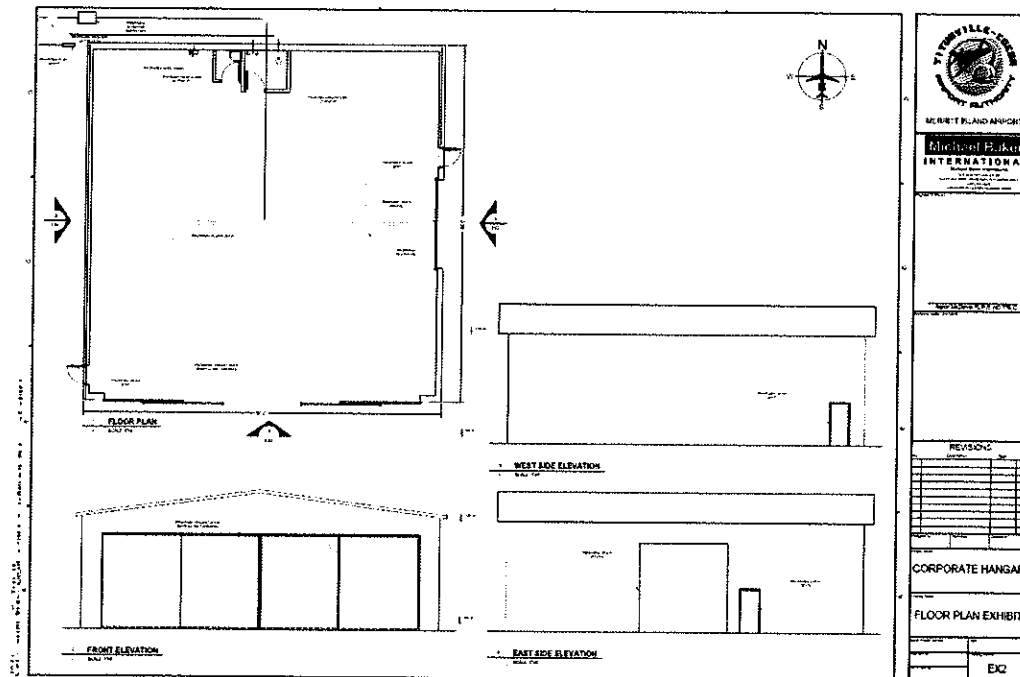
SCOPE:

- A. CONSTRUCT 60' X 60' CORPORATE HANGAR
- B. CONSTRUCT UTILITIES AND PARKING LOT
- C. CONSTRUCT AIRCRAFT PARKING APRON AND TAXILANE

CURRENT STATUS: PERMITTING IS ONGOING; **BIDDING WILL START UPON RECEIVING PERMITS (EST. 10/21)**

SCHEDULE: 7 MONTHS OF CONSTRUCTION PLUS 1 MONTH OF CLOSEOUT

PHOTO/SKETCH:



PROJECT: EA FOR T-HANGAR DEVELOPMENT – MERRITT ISLAND AIRPORT

BUDGET: \$269K (\$0 LOCAL MATCH)

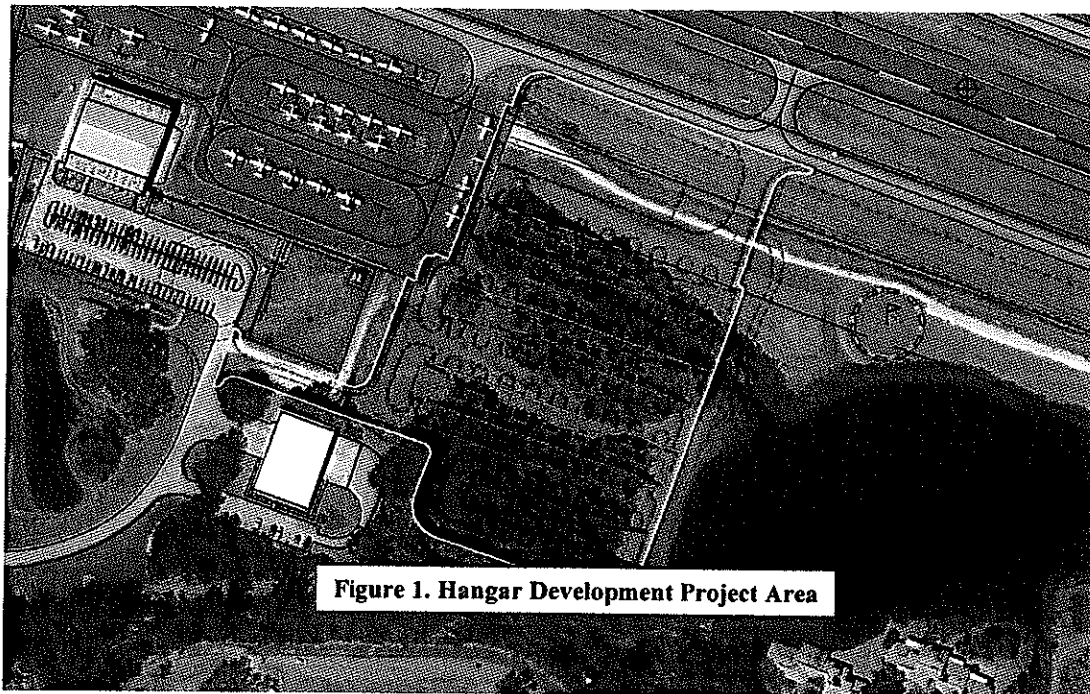
SCOPE:

- A. AN ENVIRONMENTAL ASSESSMENT WILL BE PREPARED IN ACCORDANCE WITH THE NEPA POLICY ACT, FAA ORDER 5050.4B.
- B. WETLAND IMPACTS WILL BE FLAGGED AND DOCUMENTED WITH MITIGATION REQUIREMENTS OUTLINED

CURRENT STATUS: PROJECT STARTED; EXPECTED COMPLETION IN LATE 2023

SCHEDULE: 12 MONTHS IS BASED ON PUBLIC MEETINGS AND NOTICES REQUIRED BY THE FAA

PHOTO/SKETCH:



PROJECT: NORTH AREA INFRASTRUCTURE AND SECURITY – MERRITT ISLAND AIRPORT

BUDGET: \$949K (\$189,800 LOCAL MATCH)

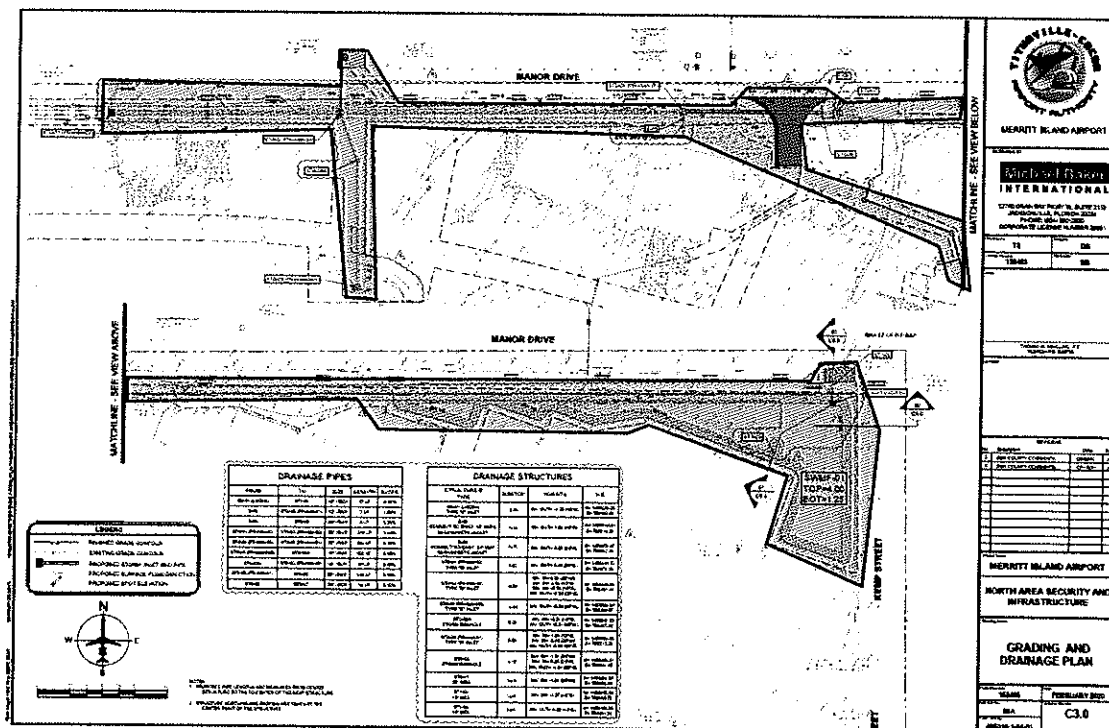
SCOPE:

- A. MODIFY/CONSTRUCT DRY DETENTION AREAS
- B. RECONSTRUCT SECURITY FENCING
- C. REMOVE 3 SEPTIC TANKS AND CONSTRUCT LIFT STATION WITH FORCE MAIN TO CONNECT WITH BREVARD COUNTY WASTEWATER

CURRENT STATUS: PERMITTING IS ONGOING AND EASEMENT HAS BEEN ACCEPTED BY BREVARD COUNTY

SCHEDULE: 5 MONTHS OF CONSTRUCTION PLUS 1 MONTH OF CLOSEOUT

PHOTO/SKETCH:



PROJECT: STRATEGIC BUSINESS PLAN FOR THE AIRPORT SYSTEM

BUDGET: \$75K

SCOPE:

- A. ANALYSIS OF EXISTING CONDITIONS
- B. ASSETS AND OPPORTUNITIES ANALYSIS
- C. EVALUATE MANAGEMENT AND GOVERNANCE
- D. FINANCIAL ANALYSIS
- E. DEVELOP GOALS AND OBJECTIVES
- F. RULES AND REGULATIONS REVIEW
- G. MINIMUM STANDARDS REVIEW
- H. AIRPORT REGIONAL VALUE

CURRENT STATUS: PROJECT STARTED; EXPECTED COMPLETION IN 90 DAYS

SCHEDULE: 90 DAYS FROM NTP

PHOTO/SKETCH: NONE

The following invoices are presented to the Board for approval at the Regular Board Meeting held September 16, 2021:

Supplemental Staff Services

Request #4 – Michael Baker International – (June 2021) **\$4,380.00**

Request #5 – Michael Baker International – (July 2021) **\$3,240.00**

Space Coast Regional Airport

Hangar 52 Demolition – FM 437021-1-94-01

Request #05 – Nautilus Earth Management – (July 2021-Sept. 2021) **\$13,289.31**

Request #08 – Michael Baker International – (June 2021-July 2021) **\$1,070.60**

VAC Apron (50/50) – FM #447540-1-94-01

Request #07A – Michael Baker International - (July 2021) **\$5,758.08**

Taxi Lane & Apron (80/20) – FM #447540-2-94-01

Request #07B – Michael Baker International – (July 2021) **\$8,019.85**

Runway 9/27 Rehabilitation – FM 447533-1-94-01

Request #08 - Michael Baker International – (June 2021-July 2021) **\$31,797.63**

Merritt Island Airport

South Apron Runway 11/29 Rehabilitation – FM 438462-2-94-01

Request #11R1- VA Paving – (March 2021-June 2021) **\$133,644.24**

Final Request – Michael Baker International - (May 2021) **\$2,383.11**

Design & Construction of Corporate Hangar– FM #438461-1-94-01

Request #06– Michael Baker International, Inc. - (July 2021) **\$11,841.96**

North Area Security & Infrastructure – FM #435310-1-94-01

Request #13 – Michael Baker International – (May 2021-July 2021) **\$2,944.62**



Michael Baker International, Inc.
515 North Flagler Drive
Suite 303
West Palm Beach, FL 33401
561 812-6400

Invoice Date: 7/30/2021
Invoice No: 1122921
Invoice Amount: \$4,380.00
Request No.: 4

Titusville-Cocoa Airport Authority
355 Golden Knights Boulevard
Titusville, FL 32780

Invoice for Professional Services from June 1, 2021 through June 30, 2021

Agreement Number: TICO-GEC 2018
Project Name: MBI Supplemental Staff
Project Number: 183362

Payment Options: Include invoice number on all remittances

EFT/ACH (Preferred Method):

Michael Baker International
Citizens Bank
Account No.: 6101710975
ABA: 036-076-150
SWIFT: CTZIUS33
Payment Inquiries: AR@mbakerintl.com

Check:

Michael Baker International
P.O. Box 536408
Pittsburgh, PA 15253-5906

Project Inquiries: McDaniel, Aaron Dale - Aaron.McDaniel@mbakerintl.com
Invoice Inquiries: McGregor, Nancy - Nancy.McGregor@mbakerintl.com

Michael Baker INTERNATIONAL

Michael Baker International, Inc.
515 North Flagler Drive
Suite 303
West Palm Beach, FL 33401
561 812-6400

Agreement Number: TICO-GEC 2018
Project Name: MBI Supplemental Staff
Project Number: 183362

Invoice for Professional Services from June 1, 2021 through June 30, 2021

Contract Value	Current Invoice	Previously Invoiced	Total Invoiced	Remaining Balance
\$50,000.00	\$4,380.00	\$30,153.60	\$34,533.60	\$15,466.40

01 Transition Labor Classification	Employee Name	Type	Hrs	Rate	Amount
Senior Project Manager	McDaniel, Aaron	Regular	15.00	\$180.00	\$2,700.00
Total Labor					\$2,700.00
03 General Engineering Labor Classification	Employee Name	Type	Hrs	Rate	Amount
Designer	Tapscott, Kayla	Regular	16.00	\$90.00	\$1,440.00
Total Labor					\$1,440.00
Clerical	Miller, Paula	Regular	4.00	\$60.00	\$240.00
Total Labor					\$240.00

Total Invoice Amount Due: \$4,380.00



Michael Baker International, Inc.
515 North Flagler Drive
Suite 303
West Palm Beach, FL 33401
561 812-6400

Invoice Date:	8/19/2021
Invoice No:	1124597
Invoice Amount:	\$3,240.00
Request No.:	5

Titusville-Cocoa Airport Authority
355 Golden Knights Boulevard
Titusville, FL 32780

Invoice for Professional Services from July 1, 2021 through July 31, 2021

Agreement Number: TICO-GEC 2018
Project Name: MBI Supplemental Staff
Project Number: 183362

Payment Options: Include invoice number on all remittances

EFT/ACH (Preferred Method):

Michael Baker International
Citizens Bank
Account No.: 6101710975
ABA: 036-076-150
SWIFT: CTZIUS33
Payment Inquiries: AR@mbakerintl.com

Check:

Michael Baker International
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Invoice Inquiries: McGregor, Nancy - Nancy.McGregor@mbakerintl.com

Michael Baker INTERNATIONAL

Michael Baker International, Inc.
515 North Flagler Drive
Suite 303
West Palm Beach, FL 33401
561 812-6400

Agreement Number: TICO-GEC 2018
Project Name: MBI Supplemental Staff
Project Number: 183362

Invoice for Professional Services from July 1, 2021 through July 31, 2021

Contract Value	Current Invoice	Previously Invoiced	Total Invoiced	Remaining Balance
\$50,000.00	\$3,240.00	\$34,533.60	\$37,773.60	\$12,226.40

01 Transition

Labor Classification	Employee Name	Type	Hrs	Rate	Amount
Senior Project Manager	McDaniel, Aaron	Regular	14.00	\$180.00	\$2,520.00
Total Labor					\$2,520.00

02 General Consulting

Labor Classification	Employee Name	Type	Hrs	Rate	Amount
Senior Project Manager	McDaniel, Aaron	Regular	4.00	\$180.00	\$720.00
Total Labor					\$720.00

Total Invoice Amount Due: \$3,240.00

[Handwritten Signature]
5/2/21

APPLICATION AND CERTIFICATE FOR PAYMENT

TO: Titusville Cocoa Airport Authority
355 Golden Knights Blvd
Titusville, Florida 32780

PROJECT: TIX Hanger 52 Demolition
437021-1-94-01

FROM: Nautilus Earth Management
13506 Summerport Village Pkwy # 772
Windermere Florida 34786

APPLICATION NO. 5
APPLICATION DATE 9/8/2021
PERIOD FROM: 7/1/2021
PERIOD TO: 8/31/2021

Distribution to:
☒ OWNER
☒ ENGINEER
☐ CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G-703, is attached.

1. ORIGINAL CONTRACT SUM \$ 255,280.57

2. Net change by Change Orders \$ 0.00

3. CONTRACT SUM TO DATE \$ 255,280.57

4. TOTAL COMPLETED & STORED TO DATE \$ 221,556.99
(Column J on G703)

5. RETAINAGE

a. 10% of Completed Work (Columns D + E on G703) \$ 22,155.70

b. 0% of Stored Material (Column F on G703) \$ 0.00

Total Retainage (Line 5a + 5b or Total in Column I of G703) \$ 22,155.70

6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) 199,401.29

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 186,111.98

8. CURRENT PAYMENT DUE \$ 13,289.31

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 55,879.28

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order	0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application For Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

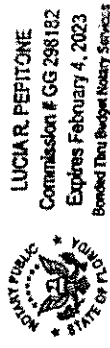
CONTRACTOR: Shayla Jett Date: 9-8-21

By: Shayla Jett State of: Florida County of:

Subscribed and sworn to before me this 8 day of Sep-21

Notary Public: Lucia R. Peritone

My Commission Expires: Feb 4 2023



ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 13,289.31

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ENGINEER: William P. Maughan Date: 9 Sep 2021

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

SCHEDULE OF VALUES
TIX - Hangar 52 Demo

Application for Payment #:
Date of application:
Through date:

6
9/8/2021
8/31/2021

INDEX	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
	PAY ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	CONTRACT AMOUNT	QTY FROM PREVIOUS PERIODS	AMT FROM PREVIOUS PERIODS	QTY THIS PERIOD	AMOUNT REQUESTED THIS PERIOD	QUANTITY COMPLETE & STORED TO DATE	AMOUNT COMPLETE & STORED TO DATE	PERCENT COMPLETED TO DATE %	BALANCE TO FINISH	Relinapse 10%
1	1	Construction Layout and Topographic As-Built Survey	LS	1	3,199.00	3,199.00	0.75	2,399.25		-	0.75	2,399.25	75%	799.75	239.93
2	2	Maintenance of Traffic	LS	1	3,199.00	3,199.00	1.00	3,199.00		-	1.00	3,199.00	100%	-	319.90
3	3	Bond and Insurance	LS	1	12,060.47	12,060.47	1.0000	12,060.47		-	1.00	12,060.47	100%	-	1,206.05
4	4	Temporary Erosion Prevention and Sediment Control	LS	1	3,199.00	3,199.00	1.00	3,199.00		-	1.00	3,199.00	100%	-	319.90
5	5	Demo, restoration and foundation includes bringing excavation back to surrounding grade and removal of all demo material	LS	1	56,032.40	56,032.40	1.00	56,032.40		-	1.00	56,032.40	100%	-	5,603.24
6	6	Permitting Fee Allowance	ALL	1	10,000.00	10,000.00	0.039032	390.32		-	0.04	390.32	4%	9,609.68	39.03
7	7	Remove Existing 36" RCP pipe	LF	36	83.33	2,999.88	36.00	2,999.88		-	36.00	2,999.88	100%	-	299.99
8	8	Remove Existing 36" Mitered End Section	EA	1	3,000.00	3,000.00	1.00	3,000.00		-	1.00	3,000.00	100%	-	300.00
9	9	Remove Existing Catch Basin	EA	2	1,500.00	3,000.00	1.00	1,500.00	1.00	1,500.00	2.00	3,000.00	100%	-	300.00
10	10	Cleaning and Grubbing	AC	2.32	8,620.69	20,000.00	2.32	20,000.00		-	2.32	20,000.00	100%	-	2,000.00
11	11	Unclassified Excavation (Embankment for DRA)	CY	1,900	30.60	58,140.00	1,900.00	58,140.00		-	1,900.00	58,140.00	100%	-	5,814.00
12	12	Unclassified Excavation (Embankment for Ditch - to be modified to meet design minimums)	LS	1	34,905.67	34,905.67	1.00	34,905.67		-	1.00	34,905.67	100%	-	3,490.57
13	13	36" RCP Pipe Class V	FT	183	102.05	18,675.15	64.00	6,531.20	100.00	10,205.00	164.00	16,736.20	90%	1,938.95	1,673.62
14	14	48" Manhole	EA	1	1,872.00	1,872.00	0.35	655.20	0.35	655.20	0.70	1,310.40	70%	561.60	131.04
15	15	Catch Basin (Bubble-up Structure)	EA	1	1,872.00	1,872.00	0.35	655.20	0.35	655.20	0.70	1,310.40	70%	561.60	131.04
16	16	Control Structure, 15"x20" Elliptical	EA	1	3,210.00	3,210.00	0.35	1,123.50	0.35	1,123.50	0.70	2,247.00	70%	963.00	224.70
17	17	Seeding	SY	11,300	1.32	14,916.00		-	475.00	627.00	475.00	627.00	4%	14,289.00	62.70
18	18	Allowance for Unforeseen Conditions	ALL	1	5,000.00	5,000.00		-		-		-	0%	5,000.00	-
					SUBTOTAL	255,280.57									
		Change Orders				255,280.57		206,791.09		14,765.90		221,556.99	87%	33,723.58	22,155.70
		Change Order Item Totals											#DIV/0!		
		TOTAL				255,280.57		206,791.09		14,765.90		221,556.99	87%	33,723.58	22,155.70

Michael Baker INTERNATIONAL

Michael Baker International, Inc.
515 North Flagler Drive
Suite 303
West Palm Beach, FL 33401

Invoice Date: 8/17/2021
Invoice No: 1124363
Invoice Amount: \$ 1,070.60
Request No.: 8
FDOT Project No.: FM 437021-1-94-01

Titusville-Cocoa Airport Authority
355 Golden Knights Boulevard
Titusville, FL 32780

Invoice for Professional Services billing period June 1, 2021 through July 31, 2021

Agreement Number: TICO-GEC 2013
Project Name: Hangar 52 Demolition
Project Number: 169511

Task Name	Contract Value	Percent Complete	Current Invoice	Previous Amount	Total to Date	Remaining Balance
Basic Services (Design)						
Phase 1-Initial Design Pkg (60%)	\$ 8,572.00	100.00%	\$ -	\$ 8,572.00	\$ 8,572.00	\$ -
Phase 2-Final Design Pkg (100%)	\$ 9,591.00	100.00%	\$ -	\$ 9,591.00	\$ 9,591.00	\$ -
Basic Services (Bidding)						
Phase 3-Bidding	\$ 3,390.00	100.00%	\$ -	\$ 3,390.00	\$ 3,390.00	\$ -
Phase 4-Special Services						
Subconsultant-Geo Tech	\$ 2,233.55	100.00%	\$ -	\$ 2,233.55	\$ 2,233.55	\$ -
Subconsultant-Topo Survey	\$ 2,700.00	100.00%	\$ -	\$ 2,700.00	\$ 2,700.00	\$ -
Subconsultant-Asbestos Survey	\$ 11,600.00	100.00%	\$ -	\$ 11,600.00	\$ 11,600.00	\$ -
Subconsultant-Asbestos Survey	\$ 2,500.00	100.00%	\$ -	\$ 2,500.00	\$ 2,500.00	\$ -
Phase 5-Project Management	\$ 2,585.00	100.00%	\$ -	\$ 2,585.00	\$ 2,585.00	\$ -
Phase 6-CA & Inspection	\$ 11,316.80	84.08%	\$ 1,070.60	\$ 8,444.35	\$ 9,514.95	\$ 1,801.85
Phase 7-Stormwater Permitting	\$ 9,383.65	100.00%	\$ -	\$ 9,383.65	\$ 9,383.65	\$ -
Totals	\$ 63,872.00	97.18%	\$ 1,070.60	\$ 60,999.55	\$ 62,070.15	\$ 1,801.85

Total Invoice Amount Due: \$ 1,070.60

Payment Options: Include invoice number on all remittances

EFT/ACH (Preferred Method):

Michael Baker International
Citizens Bank
Account No.: 6101710975
ABA: 036-076-150
SWIFT: CTZIUS33
Payment Inquiries: AR@mbakerintl.com

Check:

Michael Baker International
P.O. Box 536408
Pittsburgh, PA 15253-5906

Project Inquiries: Neff, John Ford - John.Neff@mbakerintl.com
Invoice Inquiries: McGregor, Nancy - Nancy.McGregor@mbakerintl.com

Handwritten signature and date 9/2/21



Michael Baker International, Inc.
515 North Flagler Drive
Suite 303
West Palm Beach, FL 33401
561 812-6400

Invoice Date: 8/17/2021
Invoice No: 1124360
Invoice Amount: \$ 5,758.08
Project ID: FM 44750-2-94-01
Request No.: 7A

Titusville-Cocoa Airport Authority
355 Golden Knights Boulevard
Titusville, FL 32780

Invoice for Professional Services July 1, 2021 through July 31, 2021

Agreement Number: TICO-GEC 2018

Project Name: Design and Construction Administration of Taxiway and Apron at Space Coast Regional Airport
Project Number: 180130

Payment Options: Include invoice number on all remittances

EFT/ACH (Preferred Method):

Michael Baker International
Citizens Bank
Account No.: 6101710975
ABA: 036-076-150
SWIFT: CTZIUS33
Payment Inquiries: AR@mbakerintl.com

Check:

Michael Baker International
P.O. Box 536408
Pittsburgh, PA 15253-5906

Project Inquiries: Neff, John Ford - John.Neff@mbakerintl.com
Invoice Inquiries: McGregor, Nancy - Nancy.McGregor@mbakerintl.com

Michael Baker INTERNATIONAL

Michael Baker International, Inc.
515 North Flagler Drive
Suite 303
West Palm Beach, FL 33401
561 812-6400

Agreement Number: TICO-GEC 2018
Project Name: Taxiway and Apron at SCRA
Project Number: 180130

7A

Invoice for Professional Services July 1, 2021 through July 31, 2021

Task Name	Contract Value	Percent Complete	Current Invoice	Previous Amount	Total to Date	Remaining Balance
Phase 1 - 60% Design	\$ 20,472.87 of \$62,039.00	100.00%	\$ -	\$ 20,472.87	\$ 20,472.87	\$ -
Phase 2 - Bid Set	\$ 14,039.85 of \$42,545.00	100.00%	\$ -	\$ 14,039.85	\$ 14,039.85	\$ -
Phase 4 - Bidding Phase Services	\$ 2,145.33 of \$6,501.00	100.00%	\$ -	\$ 2,145.33	\$ 2,145.33	\$ -
Phase 5 - Construction Admin	\$ 13,184.16 of \$39,952.00	49.89%	\$ 3,581.12	\$ 2,996.95	\$ 6,578.07	\$ 6,606.09
Part 6 - RPR	\$ 18,414.00 of \$55,800.00	0.77%	\$ 72.96	\$ 69.07	\$ 142.03	\$ 18,271.97
Special Services (Subconsultants)						
Geotech Investigation (Cal Tech)	\$ 3,300.00 of \$10,000.00	100.00%	\$ -	\$ 3,300.00	\$ 3,300.00	\$ -
Electrical Design	\$ 1,766.16 of \$5,352.00	100.00%	\$ -	\$ 1,766.16	\$ 1,766.16	\$ -
Topographic Survey	\$ 3,300.00 of \$10,000.00	100.00%	\$ -	\$ 3,300.00	\$ 3,300.00	\$ -
Amendment No. 1						
Additional Design and PM	\$ 8,661.50 of \$17,323.00	100.00%	\$ -	\$ 8,661.50	\$ 8,661.50	\$ -
Additional Sub-Consultant Work	\$ 38,053.50 of \$79,107.00	33.65%	\$ 2,104.00	\$ 10,702.90	\$ 12,806.90	\$ 25,246.60
Totals	\$ 123,337.37 of \$325,619.00	59.36%	\$ 5,758.08	\$ 67,454.63	\$ 73,212.71	\$ 50,124.66

Total Invoice Amount Due:	\$ 5,758.08
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8/1/20

8/1/21

AIRPORT NAME Space Coast Regional (TIX)	DATES OF REPORT PERIOD FROM: 7/1/21 TO: 7/31/21	FDOT FINANCIAL PROJECT NO 447540-2-94-01
PROJECT DESCRIPTION Apron and Taxiway Construction: As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, excavation, embankment, subgrade preparation, base course, surface course, joint construction, pavement markings, lighting system improvements (includes conduits, lights, conductors, cans, lightning protection, vault, and ALCS upgrades), drainage, utilities, and fencing and gates, including all materials, equipment, labor, and incidentals required to construct the apron pavement.		
PROJECT STATUS Design: 100% complete		
WORK COMPLETED OR IN PROGRESS THIS PERIOD Completed drainage application for permit, Issued bid set for procurement		
WORK ANTICIPATED FOR NEXT PERIOD Obtain permit for development		
PROBLEM AREAS/OTHER COMMENTS Gopher relocations, stormwater issues		



Michael Baker International, Inc.
515 North Flagler Drive
Suite 303
West Palm Beach, FL 33401
561 812-6400

Invoice Date: 8/16/2021
Invoice No: 1124358
Invoice Amount: \$ 8,019.85
Project ID: FM 44750-1-94-01
Request No.: 7B

Titusville-Cocoa Airport Authority
355 Golden Knights Boulevard
Titusville, FL 32780

Invoice for Professional Services July 1, 2021 through July 31, 2021

Agreement Number: TICO-GEC 2018

Project Name: Design and Construction Administration of Taxiway and Apron at Space Coast Regional Airport
Project Number: 180130

Payment Options: Include invoice number on all remittances

EFT/ACH (Preferred Method):

Michael Baker International
Citizens Bank
Account No.: 6101710975
ABA: 036-076-150
SWIFT: CTZIUS33
Payment Inquiries: AR@mbakerintl.com

Check:

Michael Baker International
P.O. Box 536408
Pittsburgh, PA 15253-5906

Project Inquiries: Neff, John Ford - John.Neff@mbakerintl.com
Invoice Inquiries: McGregor, Nancy - Nancy.McGregor@mbakerintl.com

AIRPORT NAME Space Coast Regional (TIX)	DATES OF REPORT PERIOD FROM: 7/1/2021 TO: 7/31/2021	FDOT FINANCIAL PROJECT NO 447540-1-94-01
PROJECT DESCRIPTION Apron and Taxiway Construction: As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, erosion control, demolition, excavation, embankment, subgrade preparation, base course, surface course, joint construction, pavement markings, lighting system improvements (includes conduits, lights, conductors, cans, lightning protection, vault, and ALCS upgrades), high-mast lights and signage, drainage, utilities, and fencing and gates, including all materials, equipment, labor, and incidentals required to construct the apron pavement.		
PROJECT STATUS Design: 100% complete		
WORK COMPLETED OR IN PROGRESS THIS PERIOD Stormwater permit Bid set out for procurement		
WORK ANTICIPATED FOR NEXT PERIOD Bid set for plans released for permits, award low bidder		
PROBLEM AREAS/OTHER COMMENTS Gopher relocation and permit approvals		

Michael Baker INTERNATIONAL

Michael Baker International, Inc.
515 North Flagler Drive
Suite 303
West Palm Beach, FL 33401
561 812-6400

Agreement Number: TICO-GEC 2018
Project Name: Taxilane and Apron at SCRA
Project Number: 180130

Invoice for Professional Services July 1, 2021 through July 31, 2021

Task Name	Contract Value	Percent Complete	Current Invoice	Previous Amount	Total to Date	Remaining Balance
Phase 1 - 60% Design	\$ 41,566.13 of \$62,039.00	100.00%	\$ -	\$ 41,566.13	\$ 41,566.13	\$ -
Phase 2 - Bid Set	\$ 28,505.15 of \$42,545.00	100.00%	\$ -	\$ 28,505.15	\$ 28,505.15	\$ -
Phase 4 - Bidding Phase Services	\$ 4,355.67 of \$6,501.00	100.00%	\$ -	\$ 4,355.67	\$ 4,355.67	\$ -
Phase 5 - Construction Admin	\$ 26,767.84 of \$39,952.00	40.88%	\$ 5,842.89	\$ 5,098.51	\$ 10,941.40	\$ 15,826.44
Part 6 - RPR	\$ 37,386.00 of \$55,800.00	0.55%	\$ 72.96	\$ 131.14	\$ 204.10	\$ 37,181.90
Special Services (Subconsultants)						
Geotech Investigation (Cal Tech)	\$ 6,700.00 of \$10,000.00	100.00%	\$ -	\$ 6,700.00	\$ 6,700.00	\$ -
Electrical Design	\$ 3,584.84 of \$5,352.00	100.00%	\$ -	\$ 3,584.84	\$ 3,584.84	\$ -
Topographic Survey	\$ 6,700.00 of \$10,000.00	100.00%	\$ -	\$ 6,700.00	\$ 6,700.00	\$ -
Amendment No. 1						
Additional Design and PM	\$ 8,661.50 of \$17,323.00	100.00%	\$ -	\$ 8,661.50	\$ 8,661.50	\$ -
Additional Sub-Consultant Work	\$ 38,053.50 of \$79,107.00	33.65%	\$ 2,104.00	\$ 10,702.90	\$ 12,806.90	\$ 25,246.60
Totals	\$ 202,280.63 of \$325,619.00	61.31%	\$ 8,019.85	\$ 116,005.84	\$ 124,025.69	\$ 78,254.94

Total Invoice Amount Due:	\$ 8,019.85
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8/1/21
SS/10

APPLICATION AND CERTIFICATE FOR PAYMENT

TO: Titusville Cocoa Airport Authority
Space Coast Regional Airport
355 Golden Knights Boulevard
Titusville, FL 32780
CARE OF:

PROJECT: COI- MI S Apron Runway 11-29 Rehab
FAA 3-12-0013-021-2019
FM 438462-2-94-01

APPLICATION NO. 11R1
APPLICATION DATE 8/11/2021
PERIOD FROM: 3/1/2021
PERIOD TO: 6/30/2021
Distribution to:
☒ OWNER
☒ ENGINEER
☐ CONTRACTOR

FROM: V. A. Paving, Inc.
P. O. Box 1046
Cocoa, Florida 32923-1046

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract, Continuation Sheet, AIA Document G-703, is attached.

1. ORIGINAL CONTRACT SUM \$ 2,760,034.90
2. Net change by Change Orders \$ 14,716.08
3. CONTRACT SUM TO DATE \$ 2,774,750.98
4. TOTAL COMPLETED & STORED TO DATE \$ 2,079,062.34
(Column L on G703)

5. RETAINAGE
a. 10 % of Completed Work (Columns D + E on G703) \$ 207,906.23
b. 0 % of Stored Material (Column F on G703) \$ 0.00
Total Retainage (Line 5a + 5b or Total in Column I of G703) \$ 207,906.23

6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) 1,871,156.11

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 1,737,511.87

8. CURRENT PAYMENT DUE \$ 133,644.24

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 903,594.87

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order	0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application For Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

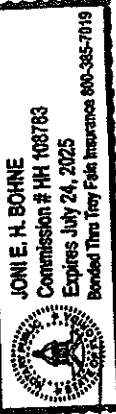
CONTRACTOR:

By: Debra Mallard
Debra Mallard, President

Date: 08/11/21

State of: Florida
County of: Brevard
Subscribed and sworn to before me this 11th day of Aug-21

Aug-21



Notary Public: JONI E. H. BOHNE

My Commission Expires: 7/24/25

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 133,644.24
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ENGINEER: [Signature]

Date: 23 Aug 2021

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

SCHEDULE OF VALUES
Merritt Island S Apron Runway
Tusville Cocoa Airport Authority

JOB #:
COL MI S Apron Runway 11-28 Rehab
FAA 3-12-0013-021-2019
FM 438462-2-94-01

Application for Payment #:
Date of application:
Through date:

11-R1

8/1/2021

9/30/2021

INDEX	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
X	PAY ITEM NO.	DESCRIPTION	UN	QTY	UNIT PRICE	CONTRACT AMOUNT	QTY FROM PREVIOUS PERIODS	AMT FROM PREVIOUS PERIODS	QTY THIS PERIOD	AMOUNT REQUESTED THIS PERIOD	QUANTITY COMPLETE & STORED TO DATE	AMOUNT COMPLETE & STORED TO DATE	PERCENT COMPLETED TO DATE	BALANCE TO FINISH	Retainage 10%
1	1	LAYOUT SURVEY	LS	0.60	10,000.00	6,000.00	0.54	5,400.00	0.06	600.00	0.60	6,000.00	100%	-	600.00
2	2	MOT - AIR	LS	0.60	25,000.00	15,000.00	0.57	14,250.00	0.03	750.00	0.60	15,000.00	100%	-	1,500.00
3	3	EROSION CONTROL	LS	0.60	5,000.00	3,000.00	0.38	1,800.00	0.22	1,100.00	0.60	3,000.00	100%	-	300.00
4	4	MOB	LS	0.60	200,000.00	120,000.00	0.57	114,000.00	0.03	6,000.00	0.60	120,000.00	100%	-	12,000.00
5	5	PERMITTING FEE ALLOWANCE	LS	0.60	70,000.00	42,000.00	0.34	23,712.72	-	-	0.34	23,712.72	56%	18,287.28	2,371.27
6	6	FULL DEPTH PAVEMENT REMOVAL	SY	3700.00	8.00	29,600.00	3,700.00	29,600.00	-	-	3,700.00	29,600.00	100%	-	2,960.00
7	7	MILLING 1-3"	SY	2800.00	4.00	11,200.00	28,000.00	118,000.00	-	-	28,000.00	116,000.00	100%	-	11,600.00
8	8	2" LIMEROCK BASE REMOVAL	CY	400.00	70.00	28,000.00	200.00	14,000.00	40.00	2,800.00	240.00	16,800.00	80%	11,200.00	1,680.00
9	9	REMOVE EXISTING PAVEMENT MARKINGS	SF	150.00	5.80	870.00	150.00	870.00	-	-	150.00	870.00	100%	-	87.00
10	10	REMOVE AND RELOCATE GUIDANCE SIGN	EA	1.00	1,500.00	1,500.00	1.00	1,500.00	-	-	1.00	1,500.00	100%	-	150.00
11	11	REMOVE EXISTING LIGHT POLE	EA	1.00	500.00	500.00	1.00	500.00	-	-	1.00	500.00	100%	-	50.00
12	12	DEMOLISH EXISTING SECURITY FENCE	LF	665.00	3.50	2,327.50	665.00	2,327.50	-	-	665.00	2,327.50	100%	-	232.75
13	13	REMOVE EXISTING DROP BOX	EA	1.00	2,500.00	2,500.00	1.00	2,500.00	-	-	1.00	2,500.00	100%	-	250.00
14	14	DEMOLISH AND REMOVE EXISTING CONCRETE SPILLWAY	EA	1.00	1,200.00	1,200.00	1.00	1,200.00	-	-	1.00	1,200.00	100%	-	120.00
15	15	REMOVE EXISTING CATCH BASIN AND 20 LF OF 12" RCP	EA	1.00	2,000.00	2,000.00	1.00	2,000.00	-	-	1.00	2,000.00	100%	-	200.00
16	16	DEMOLISH AND REMOVE 36" HEADWALL	EA	1.00	2,500.00	2,500.00	1.00	2,500.00	-	-	1.00	2,500.00	100%	-	250.00
17	17	REMOVE 15' OF 15" RCP	EA	1.00	1,500.00	1,500.00	1.00	1,500.00	-	-	1.00	1,500.00	100%	-	150.00
18	18	REMOVE 18" MITERED END SECTION	EA	1.00	500.00	500.00	1.00	500.00	-	-	1.00	500.00	100%	-	50.00
19	19	REMOVE 24" MES AND 70 LF OF 24" RCP	EA	1.00	750.00	750.00	1.00	750.00	-	-	1.00	750.00	100%	-	75.00
20	20	REMOVE EXISTING 24" MES. CAP	EA	1.00	900.00	900.00	1.00	900.00	-	-	1.00	900.00	100%	-	90.00
21	21	REMOVE EXISTING 36" MES	EA	1.00	400.00	400.00	1.00	400.00	-	-	1.00	400.00	100%	-	40.00
22	22	REMOVE 18X30 MES AND GROUT PIPE	EA	1.00	1,500.00	1,500.00	1.00	1,500.00	-	-	1.00	1,500.00	100%	-	150.00
23	23	EXISTING BASE CAN REMOVAL	EA	26.00	250.00	6,500.00	23.00	5,750.00	3.00	750.00	26.00	6,500.00	100%	-	650.00
24	24	TAXI WAY EDGE LIGHT REMOVAL	EA	20.00	250.00	5,000.00	18.00	4,500.00	4.00	1,000.00	20.00	5,000.00	100%	-	500.00
25	25	CABLE REMOVAL	LF	700.00	5.00	3,500.00	700.00	3,500.00	-	-	700.00	3,500.00	100%	-	350.00
26	26	FOUNDATION REMOVAL	EA	26.00	500.00	13,000.00	23.00	11,500.00	3.00	1,500.00	26.00	13,000.00	100%	-	1,300.00
27	27	CONDUIT REMOVAL	LF	600.00	10.00	6,000.00	600.00	6,000.00	-	-	600.00	6,000.00	100%	-	600.00
28	28	PUMPED CEMENTIOUS GROUT	CY	0.00	318.00	-	-	-	-	-	-	-	#DIV/0!	-	-
29	29	PUMPED CEMENTIOUS GROUT DRILLING	LF	0.00	58.20	-	-	-	-	-	-	-	#DIV/0!	-	-
30	30	TREE REMOVAL	EA	3.00	500.00	1,500.00	3.00	1,500.00	-	-	3.00	1,500.00	100%	-	150.00
31	31	EXCAVATION (EMBANKMENT)	CY	2500.00	15.00	37,500.00	2,500.00	37,500.00	-	-	2,500.00	37,500.00	100%	-	3,750.00
32	32	OFFSITE BORROW	CY	4000.00	20.00	80,000.00	3,800.00	72,000.00	400.00	8,000.00	4,000.00	80,000.00	100%	-	8,000.00
33	33	MUCK EXCAVATION	CY	6000.00	11.00	66,000.00	6,000.00	66,000.00	-	-	6,000.00	66,000.00	100%	-	6,600.00

INDEX X	PAY ITEM NO.	DESCRIPTION	B															O
			A	C	D	E	F	G	H	I	J	K	L	M	N			
			UN	QTY	UNIT PRICE	CONTRACT AMOUNT	QTY FROM PREVIOUS PERIODS	AMT FROM PREVIOUS PERIODS	QTY THIS PERIOD	AMOUNT REQUESTED THIS PERIOD	QUANTITY COMPLETE & STORED TO DATE	AMOUNT COMPLETE & STORED TO DATE	PERCENT COMPLETED TO DATE %	BALANCE TO FINISH	Retainage 10%			
33	34	STABILIZED SUBGRADE	SF	3500.00	8.00	28,000.00	3,796.00	30,368.00		-	3,796.00	30,368.00	100%	(2,368.00)	3,036.80			
34	35	CRUSHED AGGREGATE BASE COURSE	CY	2250.00	50.00	112,500.00	2,250.00	112,500.00		-	2,250.00	112,500.00	100%	-	11,250.00			
35	36	BITUMINOUS SURFACE COURSE	TON	5600.00	121.00	677,600.00	4,456.89	539,263.69	85.57	10,366.07	4,542.56	549,648.76	81%	127,950.24	54,964.98			
36	37	BITUMINOUS LEVELING COURSE	TON	0.00	130.00	-	-	-		-	-	-	#DIV/0!	-	-			
37	38	BITUMINOUS PRIME COAT	GAL	6500.00	5.00	32,500.00	6,500.00	32,500.00		-	6,500.00	32,500.00	100%	-	3,250.00			
38	39	BITUMINOUS TACK COAT	GAL	2500.00	6.00	15,000.00	2,250.00	13,500.00		-	2,250.00	13,500.00	90%	1,500.00	1,350.00			
39	40	YELLOW REFLECTIVE PAVEMENT MARKINGS	SF	4500.00	2.30	10,350.00	2,472.00	5,685.60	2,028.00	4,664.40	4,500.00	10,350.00	100%	-	1,035.00			
40	41	BLACK NON REFLECTIVE PAVEMENT MARKINGS	SF	240.00	1.20	288.00	240.00	288.00		-	240.00	288.00	100%	-	28.80			
41	42	WHITE REFLECTIVE PAVEMENT MARKINGS	SF	310.00	3.40	1,054.00		-	310.00	1,054.00	310.00	1,054.00	100%	-	105.40			
42	43	AIRCRAFT TIE DOWN ANCHORS	EA	156.00	325.00	50,700.00	156.00	50,700.00		-	156.00	50,700.00	100%	-	5,070.00			
43	44	HDPE 15"	LF	50.00	60.00	3,000.00	50.00	3,000.00		-	50.00	3,000.00	100%	-	300.00			
44	45	HDPE 18"	LF	10.00	2,000.00	20,000.00	10.00	20,000.00		-	10.00	20,000.00	100%	-	2,000.00			
45	46	HDPE 24"	LF	190.00	92.00	17,480.00	190.00	17,480.00		-	190.00	17,480.00	100%	-	1,748.00			
46	47	RCP 18"	LF	16.00	100.00	1,600.00	16.00	1,600.00		-	16.00	1,600.00	100%	-	160.00			
47	48	RCP 36"	LF	21.00	212.00	4,452.00	21.00	4,452.00		-	21.00	4,452.00	100%	-	445.20			
48	49	TYPE C STRUCTURE	EA	1.00	4,200.00	4,200.00	1.00	4,200.00		-	1.00	4,200.00	100%	-	420.00			
49	50	TYPE D STRUCTURE	EA	3.00	5,700.00	17,100.00	3.00	17,100.00		-	3.00	17,100.00	100%	-	1,710.00			
50	51	MODIFIED TYPE D	EA	1.00	7,000.00	7,000.00	1.00	7,000.00		-	1.00	7,000.00	100%	-	700.00			
51	52	ADJUST EXISTING INLET TOP	EA	2.00	1,500.00	3,000.00	2.00	3,000.00		-	2.00	3,000.00	100%	-	300.00			
52	53	ADJUST MANHOLE TOP	EA	1.00	1,500.00	1,500.00	1.00	1,500.00		-	1.00	1,500.00	100%	-	150.00			
53	54	15" HEADWALL	EA	1.00	3,600.00	3,600.00	1.00	3,600.00		-	1.00	3,600.00	100%	-	360.00			
54	55	18" HEADWALL	EA	1.00	3,600.00	3,600.00	1.00	3,600.00		-	1.00	3,600.00	100%	-	360.00			
55	56	36" HEADWALL	EA	1.00	10,600.00	10,600.00	1.00	10,600.00		-	1.00	10,600.00	100%	-	1,060.00			
56	57	18" man	EA	3.00	1,600.00	5,760.00	3.00	5,760.00		-	3.00	5,760.00	100%	-	570.00			
57	58	24" man	EA	1.00	2,100.00	2,100.00	1.00	2,100.00		-	1.00	2,100.00	100%	-	210.00			
58	59	CHAIN LINK FENCE	LF	665.00	31.60	21,014.00	470.00	14,852.00	195.00	6,162.00	665.00	21,014.00	100%	-	2,101.40			
59	60	ALUMINUM CANTILEVER SLIDE GATE	EA	1.00	4,125.00	4,125.00		-	1.00	4,125.00	1.00	4,125.00	100%	-	412.50			
60	61	INSTALLED IN CONDUIT	LF	850.00	8.00	6,800.00	850.00	6,800.00		-	850.00	6,800.00	100%	-	680.00			
61	62	NO. 8 AWG. SOLID, BARE COUNTERPOISE WIRE	LF	850.00	7.50	6,375.00	850.00	6,375.00		-	850.00	6,375.00	100%	-	637.50			
62	63	2-2" CONDUIT CONCRETE ENCASED	LF	175.00	50.00	8,750.00	175.00	8,750.00		-	175.00	8,750.00	100%	-	875.00			
63	64	1-2" CONDUIT	LF	600.00	8.00	4,800.00	600.00	4,800.00		-	600.00	4,800.00	100%	-	480.00			
64	65	ELECTRICAL J-BOX	EA	6.00	800.00	4,800.00	6.00	4,800.00		-	6.00	4,800.00	100%	-	480.00			
65	66	NEW ELEVATED TAXIWAY EDGE LIGHT	EA	23.00	1,900.00	29,900.00	23.00	29,900.00		-	23.00	29,900.00	100%	-	2,990.00			
66	67	SOD	SY	15000	3.00	45,000.00	11,744.00	35,232.00	750.00	2,250.00	12,494.00	37,482.00	83%	7,518.00	3,748.20			
67	68	TOPSOILING	SY	15000	4.00	60,000.00	3,000.00	12,000.00		-	3,000.00	12,000.00	20%	48,000.00	1,200.00			
68					SUBTOTAL	1,822,035.50								212,087.52	160,994.90			
69		11 Runway 11-29 Quantities																

AIRPORT NAME Merritt Island Airport	DATES OF REPORT PERIOD FROM: 3/1/21 TO: 5/31/21	FDOT FINANCIAL PROJECT NO 438462-2-94-01
PROJECT DESCRIPTION South Apron/RW-11/29 Rehab		
PROJECT STATUS 100%		
WORK COMPLETED OR IN PROGRESS THIS PERIOD Punchlist Items Final As-Builts Close-out Documents		
WORK ANTICIPATED FOR NEXT PERIOD Project Completed		
PROBLEM AREAS/OTHER COMMENTS		



Michael Baker International, Inc.
515 North Flagler Drive
Suite 303
West Palm Beach, FL 33401

Invoice Date: 8/17/2021
Invoice No: 1124365
Invoice Amount: \$ 31,797.63
Request No.: 8
FDOT Project No.: FM 447533-1-94-01

Titusville-Cocoa Airport Authority
355 Golden Knights Boulevard
Titusville, FL 32780

Invoice for Professional Services June 1, 2021 through July 31, 2021

Agreement Number: TICO-GEC 2018
Project Name: SPCA R/W 9-27 Rehabilitation
Project Number: 179882

Task Name	Contract Value	Percent Complete	Current Invoice	Previous Amount	Total to Date	Remaining Balance
Design Services						
Part 1 - Project Management	\$ 46,456.00	100.00%	\$ 10,283.46	\$ 36,172.54	\$ 46,456.00	\$ -
Part 2 - Investigation	\$ 14,252.00	100.00%	\$ -	\$ 14,252.00	\$ 14,252.00	\$ -
Part 3 - Runway Length Justification & Concept Dev.	\$ 26,420.00	100.00%	\$ -	\$ 26,420.00	\$ 26,420.00	\$ -
Part 4 - 60% Design	\$ 86,052.00	100.00%	\$ -	\$ 86,052.00	\$ 86,052.00	\$ -
Part 5 - 90% Design	\$ 59,540.00	100.00%	\$ -	\$ 59,540.00	\$ 59,540.00	\$ -
Part 6 - Final Design	\$ 39,434.00	100.00%	\$ -	\$ 39,434.00	\$ 39,434.00	\$ -
Subconsultant - Geo Tech	\$ 17,022.00	100.00%	\$ -	\$ 17,022.00	\$ 17,022.00	\$ -
Subconsultant - GPR Spotlight	\$ 10,000.00	100.00%	\$ -	\$ 10,000.00	\$ 10,000.00	\$ -
Subconsultant - Topo Survey	\$ 28,000.00	100.00%	\$ -	\$ 28,000.00	\$ 28,000.00	\$ -
Bidding Phase Services						
Part 6 Final Design	\$ 23,246.00	100.00%	\$ 21,514.17	\$ 1,731.83	\$ 23,246.00	\$ -
Totals	\$ 350,422.00	100.00%	\$ 31,797.63	\$ 318,624.37	\$ 350,422.00	\$ -

Total Invoice Amount Due: \$ 31,797.63

Payment Options: Include invoice number on all remittances

EFT/ACH (Preferred Method):

Michael Baker International
Citizens Bank
Account No.: 6101710975
ABA: 036-076-150
SWIFT: CTZIUS33
Payment Inquiries: AR@mbakerintl.com

Check:

Michael Baker International
P.O. Box 536408
Pittsburgh, PA 15253-5906

Project Inquiries: Neff, John Ford - John.Neff@mbakerintl.com
Invoice Inquiries: McGregor, Nancy - Nancy.McGregor@mbakerintl.com

Handwritten signature and date 9/2/21



Michael Baker International, Inc.
515 North Flagler Drive
Suite 303
West Palm Beach, FL 33401
561 812-6400

Invoice Date: 6/10/2021
Final Invoice No: 11-1118668
Invoice Amount: \$2,383.11
FDOT Project No: FM 438462-2-94-01

Titusville-Cocoa Airport Authority
355 Golden Knights Boulevard
Titusville, FL 32780

Invoice for Professional Services through period ending May 31, 2021

Agreement Number: TICO-GEC 2018

Project Name: COI Rehabilitation South Apron and RW 11-29 (CEI)

Project Number: 177051

Task Name	Contract Value	Percent Complete	Current Invoice	Previous Amount	Total to Date	Remaining Balance
Phase 5 - Construction Services						
Construction Administration	\$ 89,642.00	100%	\$ -	\$ 89,642.00	\$ 89,642.00	\$ -
RPR	\$ 238,160.00	100%	\$ 2,383.11	\$ 235,776.89	\$ 238,160.00	\$ -
Special Services (Subconsultants) Cal Tech	\$ 37,627.00	100%	\$ -	\$ 37,627.00	\$ 37,627.00	\$ -
Totals	\$ 365,429.00	100%	\$ 2,383.11	\$ 363,045.89	\$ 365,429.00	\$ -

Total Invoice Amount Due: \$ 2,383.11

Payment Options: Include invoice number on all remittances

EFT/ACH (Preferred Method):

Michael Baker International
Citizens Bank
Account No.: 6101710975
ABA: 036-076-150
SWIFT: CTZIUS33
Payment Inquiries: AR@mbakerintl.com

Check:

Michael Baker International
P.O. Box 536408
Pittsburgh, PA 15253-5906

Project Inquiries: McDaniel, Aaron Dale - Aaron.McDaniel@mbakerintl.com

Invoice Inquiries: McGregor, Nancy - Nancy.McGregor@mbakerintl.com

Handwritten signature and date 9/7/21

AIRPORT NAME Space Coast Regional (TIX)	DATES OF REPORT PERIOD FROM: 6/1/2020 TO: 7/31/2020	FDOT FINANCIAL PROJECT NO 447533-1-94-01
PROJECT DESCRIPTION Rehabilitation of Cross Wind Runway to mill and overlay pavements and remove shoulders as well as unnecessary pavements, Runway length justification and safety area determination and protection of edge lighting		
PROJECT STATUS Design: 100% complete		
WORK COMPLETED OR IN PROGRESS THIS PERIOD Project was bid		
WORK ANTICIPATED FOR NEXT PERIOD Award to low bidder		
PROBLEM AREAS/OTHER COMMENTS		



Michael Baker International, Inc.
515 North Flagler Drive
Suite 303
West Palm Beach, FL 33401
561-812-6400
Billing 803-231-1014

Invoice Date: 8/17/2021
Invoice No: 1124362
Invoice Amount: \$ 11,841.96
Request No: 6
FDOT Project No: FM 438461-1-94-01

Titusville-Cocoa Airport Authority
355 Golden Knights Boulevard
Titusville, FL 32780

Invoice for Professional Services July 1, 2021 through July 31, 2021

Agreement Number: TICO-GEC 2018

Project Name: Design and CA Corporate Hangar at Merritt Island Airport
Project Number: 179595

Task Name	Contract Value	Percent Complete	Current Invoice	Previous Amount	Total to Date	Remaining Balance
Task 1: Design and Bid Services	\$ 73,002.00	100.00%	\$ 6,539.91	\$ 66,462.09	\$ 73,002.00	\$ -
Task 2: Initial Permits	\$ 3,722.00	100.00%	\$ 624.36	\$ 3,097.64	\$ 3,722.00	\$ -
Task 3: Phase 5-Construction Admin.	\$ 31,270.00	14.96%	\$ 4,677.69	\$ -	\$ 4,677.69	\$ 26,592.31
Task 4: Sub: Geotech Investigation (Cal-Tech)	\$ 3,000.00	0.00%	\$ -	\$ -	\$ -	\$ 3,000.00
Task 4: Sub: Honeycutt and Associates	\$ 2,000.00	0.00%	\$ -	\$ -	\$ -	\$ 2,000.00
Totals	\$ 112,994.00	72.04%	\$ 11,841.96	\$ 69,559.73	\$ 81,401.69	\$ 31,592.31

Total Invoice Amount Due: \$ 11,841.96

Payment Options: Include invoice number on all remittances

EFT/ACH (Preferred Method):

Michael Baker International
Citizens Bank
Account No.: 6101710975
ABA: 036-076-150
SWIFT: CTZIUS33
Payment Inquiries: AR@mbakerintl.com

Check:

Michael Baker International
P.O. Box 536408
Pittsburgh, PA 15253-5906

Project Inquiries: Neff, John Ford - John.Neff@mbakerintl.com
Invoice Inquiries: McGregor, Nancy - Nancy.McGregor@mbakerintl.com

5015
[Signature]
8/17/21

AIRPORT NAME Merritt Island Airport	DATES OF REPORT PERIOD FROM: 7/01/2021 TO: 7/31/2021	FDOT FINANCIAL PROJECT NO 438461-1-94-01
PROJECT DESCRIPTION Corporate Hangar construction: as required by 215.971, FS., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mob and demob, MOT, erosion control, demo, pavement, drainage, utilities, primary and backup power supplies, building, pavement marking, lighting and signage.		
PROJECT STATUS Design: 95% complete		
WORK COMPLETED OR IN PROGRESS THIS PERIOD Drainage, floor plan, plumbing and landscaping, paving and grading		
WORK ANTICIPATED FOR NEXT PERIOD get into permitting.		
PROBLEM AREAS/OTHER COMMENTS Some delays as a result impacts from NASI project permitting and easements/procurement quotes		



Michael Baker International, Inc.
515 N. Flagler Drive Suite 303
West Palm Beach, FL 33401
561-812-6400

Invoice Date:	8/20/2021
Invoice No:	1124604
Invoice Amount:	\$2,944.62
Request No:	13

Mr. Justin Hopman, Executive Director
Titusville-Cocoa Airport Authority
355 Golden Knights Boulevard
Titusville, FL 32780

Invoice for Professional Services May 3, 2021 Through July 31, 2021

Agreement Number: TICO-GEC 2013
Project Name: N. A. Security and Infrastructure
Project Number: 153465

Payment Options: Include invoice number on all remittances

EFT/ACH (Preferred Method):

Michael Baker International
Citizens Bank
Account No.: 6101710975
ABA: 036-076-150
SWIFT: CTZIUS33
Payment Inquiries: AR@mbakerintl.com

Check:

Michael Baker International
P.O. Box 536408
Pittsburgh, PA 15253-5906

Project Inquiries: McDaniel, Aaron Dale - Aaron.McDaniel@mbakerintl.com
Invoice Inquiries: McGregor, Nancy - nancy.mcgregor@mbakerintl.com



Michael Baker International, Inc.
515 N. Flagler Drive Suite 303
West Palm Beach, FL 33401
561-812-6400

Agreement Number: TICO-GEC 2013
Project Name: N. A. Security and Infra.
Project Number: 153465

Invoice for Professional Services May 3, 2021 Through July 31, 2021

Task Name	Contract Value	% Complete	Current Invoice	Previous Amount	Total to Date	Remaining Balance
<u>Design and Implementation</u>						
Design	\$49,325.00	100.00%	\$0.00	\$49,325.00	\$49,325.00	\$0.00
Reg SW Plan	\$26,200.00	100.00%	\$0.00	\$26,200.00	\$26,200.00	\$0.00
Topo/Utility Survey	\$15,470.00	100.00%	\$0.00	\$15,470.00	\$15,470.00	\$0.00
Geotech	\$4,090.00	100.00%	\$0.00	\$4,090.00	\$4,090.00	\$0.00
Site Electrical	\$6,000.00	100.00%	\$0.00	\$6,000.00	\$6,000.00	\$0.00
Bidding	\$4,078.00	100.00%	\$0.00	\$4,078.00	\$4,078.00	\$0.00
Construction Phase	\$38,189.00	20.00%	\$0.00	\$7,637.80	\$7,637.80	\$30,551.20
QA Construction Testing	\$8,050.00	0.00%	\$0.00	\$0.00	\$0.00	\$8,050.00
Permit Closeout	\$2,750.00	100.00%	\$0.00	\$2,750.00	\$2,750.00	\$0.00
<u>Permitting Allowance</u>						
Env Resource Permit Fee	\$5,000.00	100.00%	\$0.00	\$5,000.00	\$5,000.00	\$0.00
<u>Amendment 01</u>						
Field Data Collection	\$5,886.00	100.00%	\$0.00	\$5,886.00	\$5,886.00	\$0.00
Env. Permitting	\$37,093.85	100.00%	\$0.00	\$37,093.85	\$37,093.85	\$0.00
Additional Topo Survey	\$5,800.00	100.00%	\$0.00	\$5,800.00	\$5,800.00	\$0.00
Additional Geotech Investigation	\$5,300.00	100.00%	\$0.00	\$5,300.00	\$5,300.00	\$0.00
<u>Amendment 02</u>						
Update Survey w/ROW Easement	\$9,788.00	100.00%	\$0.00	\$9,788.00	\$9,788.00	\$0.00
Modify Pond 1 & Kemp St. Storm Water	\$12,191.00	100.00%	\$0.00	\$12,191.00	\$12,191.00	\$0.00
Modify Sanitary System Design	\$10,068.00	50.00%	\$0.00	\$5,034.00	\$5,034.00	\$5,034.00
Add Cons Admin (Issue Changes)	\$4,387.00	67.12%	\$2,944.62	\$0.00	\$2,944.62	\$1,442.38
ODC: Title Work, Permit Fees, Repro, Travel	\$4,600.00	54.35%	\$0.00	\$2,500.00	\$2,500.00	\$2,100.00
RPR	\$64,820.00	0.00%	\$0.00	\$0.00	\$0.00	\$64,820.00
Totals	\$319,085.85	64.90%	\$2,944.62	\$204,143.65	\$207,088.27	\$111,997.58

Resident Project Representative Breakdown

		Rate	Hours/Units	Current Amount	Hours/Units To Date	Invoiced To Date
Inspector NTE	\$56,700.00	\$90.00	0.00	\$0.00	\$0.00	\$0.00
Meals (Week)	\$2,100.00	\$150.00	0.00	\$0.00	\$0.00	\$0.00
Vehicle (Week)	\$2,520.00	\$180.00	0.00	\$0.00	\$0.00	\$0.00
Lodging (Week)	\$3,500.00	\$250.00	0.00	\$0.00	\$0.00	\$0.00

Total Invoice Amount Due: \$2,944.62

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8/2/21

AIRPORT NAME Merritt Island Airport (COI)	DATES OF REPORT PERIOD FROM: 5/3/2021 TO: 7/31/2021	FDOT FINANCIAL PROJECT NO 435310-1-94-01
PROJECT NAME & DESCRIPTION North Area Security and Infrastructure Improvements – The scope includes rehab of existing security fencing, storm water improvements, safety improvements along Manor Drive with pipe construction in the roadside ditch, demo of 3 septic tanks and drainfields, and construction of new sanitary sewer system.		
PROJECT STATUS Design: 100% complete Additional Design: 100% complete Construction: 2%		
WORK COMPLETED OR IN PROGRESS THIS PERIOD Michael Baker: Modify plans for permit and reissue CDs Contractor: No work completed		
WORK ANTICIPATED FOR NEXT PERIOD Begin Construction		
PROBLEM AREAS/OTHER COMMENTS A draft copy of the Exhibit A Property Inventory Map will be sent to the FAA for review on or before May 22. RoW Easement has been submitted to Brevard County.		

Titusville-Cocoa Airport Authority
Check Register
For the Period From Aug 1, 2021 to Aug 31, 2021

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
39276	8/13/21	A T & T	101000	486.06
39277	8/13/21	A T & T	101000	52.79
39278	8/13/21	Atlantic Southern Pav	101000	3,575.00
39279	8/13/21	Bel-Mac Roofing, Inc.	101000	1,736.00
39280	8/13/21	Brevard County Utility	101000	100.00
39281	8/13/21	Brevard Uniform Co.	101000	344.75
39282	8/13/21	Carpet Fashions, Inc.	101000	9,626.00
39283	8/13/21	Dish	101000	61.56
39284	8/13/21	DynaFire, Inc.	101000	543.00
39285	8/13/21	Florida Power & Light	101000	4,912.85
39286	8/13/21	Five Star Painting IH	101000	9,800.00
39287	8/13/21	Florida Coast Equipm	101000	10.03
39288	8/13/21	Goodyear	101000	30.00
39289	8/13/21	Home Depot Credit S	101000	166.49
39290	8/13/21	Vantagepoint Transfe	101000	1,081.20
39291	8/13/21	Keepem Runnin, LLC	101000	98.63
39292	8/13/21	Konica Minolta Busin	101000	57.61
39293	8/13/21	Marie's Coffee Servic	101000	40.50
39294	8/13/21	Michael Baker Intern	101000	67,104.05
39295	8/13/21	Faster Than Sound, I	101000	510.00
39296	8/13/21	Sherwin Williams	101000	230.90
39297	8/13/21	Stratford Tree Servic	101000	4,900.00
39298	8/13/21	T's Handyman Servic	101000	3,049.68
39299	8/13/21	NAPA/ Space Coast	101000	10.05
39300	8/13/21	WhiteBird Attorneys	101000	2,482.50
39301	8/13/21	Windstream Commu	101000	63.88
39302	8/13/21	Scott Wall	101000	25.00
39303	8/13/21	Melissa Beers	101000	85.53
39304	8/13/21	Monte Taback	101000	75.80
39305	8/13/21	Stephen Vogdes	101000	148.69
39306	8/13/21	Thomas Roman	101000	428.38
39307	8/13/21	Seashore Solutions,	101000	2,298.84

Titusville-Cocoa Airport Authority
Check Register
For the Period From Aug 1, 2021 to Aug 31, 2021

Filter Criteria includes: Report order is by Date.

Check #	Date	Payee	Cash Account	Amount
39308	8/27/21	SYNCB/AMAZON	101000	324.53
39309	8/27/21	A T & T	101000	698.93
39310	8/27/21	AT&T Mobility	101000	350.24
39311	8/27/21	A T & T	101000	192.77
39312	8/27/21	Arthur J. Gallagher Ri	101000	8,725.00
39313	8/27/21	Board Of Co. Commi	101000	9,645.04
39314	8/27/21	CHLIC	101000	437.77
39315	8/27/21	City Of Cocoa	101000	5,841.80
39316	8/27/21	City Of Titusville	101000	458.28
39317	8/27/21	Davis Vision, Inc.	101000	60.31
39318	8/27/21	Dish	101000	68.56
39319	8/27/21	DynaFire, Inc.	101000	135.00
39320	8/27/21	Federal Express	101000	176.68
39321	8/27/21	Florida Airports Coun	101000	1,650.00
39322	8/27/21	Florida Coast Equipm	101000	579.76
39323	8/27/21	Florida Power & Light	101000	3,977.52
39324	8/27/21	Globenet Global Com	101000	2,761.25
39325	8/27/21	Graphic Press	101000	69.00
39326	8/27/21	Marie's Coffee Servic	101000	93.40
39327	8/27/21	Vantagepoint Transfe	101000	1,081.20
39328	8/27/21	O'Reilly Auto Parts, I	101000	51.96
39329	8/27/21	Purchase Power	101000	138.00
39330	8/27/21	Sherwin Williams	101000	99.74
39331	8/27/21	Spaceport Avionics S	101000	603.51
39332	8/27/21	Standard Insurance	101000	415.64
39333	8/27/21	Tilford Air & Heat, Inc	101000	407.50
39334	8/27/21	Watkins Fuel Oil	101000	2,149.18
39335	8/27/21	Phil Jones	101000	2,861.76
39336	8/27/21	Seashore Solutions,	101000	2,298.84
39337	8/27/21	Steven Diamond	101000	59.73
39338	8/27/21	Scott Gero	101000	70.13
39339	8/27/21	Tom Benson	101000	69.67

Titusville-Cocoa Airport Authority
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Check #	Date	Payee	Cash Account	Amount
39315V	8/27/21	City Of Cocoa	101000	-5,841.80
39340	8/27/21	City Of Cocoa	101000	742.79
Total				<u>155,589.4</u>