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# EXEMPT

## From Public Disclosure

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## BUILDING AND GROUND LEASE AGREEMENT

This **BUILDING AND GROUND LEASE AGREEMENT** is entered into and effective as of the 27<sup>th</sup> day of March, 2023, ("Effective Date") and is by and between the **JACKSONVILLE AVIATION AUTHORITY**, a body politic and corporate existing under Chapter 2001-319, Laws of Florida as amended ("Authority") and **CECIL FIELD AVIATION PARTNERS, LLC. dba MILLION AIR JACKSONVILLE**, a Florida Limited Liability Company in good standing ("Lessee," and together, the "Parties").

### RECITALS:

**WHEREAS**, Authority owns and operates Cecil Airport ("Airport"), located in Duval County, Florida, and is the owner of certain real property; and

**WHEREAS**, Authority issued a Request for Interest No. 22-23-43101 ("RFI") as identified in Exhibit C attached hereto and made a part hereof, seeking interested parties for a lease opportunity for Hangar 1845 at Airport; and

**WHEREAS**, Lessee is an existing tenant at the Airport and has been since 2008, whereby providing services as a fixed-based operator; and

**WHEREAS**, Lessee submitted a proposal (the "Proposal") as identified in Exhibit D attached hereto and made a part hereof, to the Authority in response to the RFI; and

**WHEREAS**, the Authority, after review of all statements of interest received and in reliance upon the same, has selected Lessee as a qualified company to fulfill the lease opportunity for Hangar 1845; and

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants hereinafter contained, the Parties enter into this building and ground lease (hereinafter referred to as "Lease") and agree as follows:

### ARTICLE 1 Definitions

The following terms set forth below, when used in this Lease, shall be defined as follows:

- 1.1** **"CEO"** means the Chief Executive Officer of the Authority, including any person holding such position on an interim or acting basis, or to whom the CEO has delegated his / her authority.

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

**AUTHORITY:**

**JACKSONVILLE AVIATION AUTHORITY**

BY: 

Printed Name: Mark VanLoh

Title: CEO

**LESSEE:**


**CECIL FIELD AVIATION PARTNERS, LLC.  
dba MILLION AIR JACKSONVILLE**

BY: 

Printed Name: Charles D. Lawson

Title: General Manager

**WITNESSES FOR AUTHORITY:**




Signature

Sally McMain

Name Printed

**WITNESSES FOR LESSEE:**



Signature

R.S. MORRISON

Name Printed



Signature

Juan Camacho

Name Printed

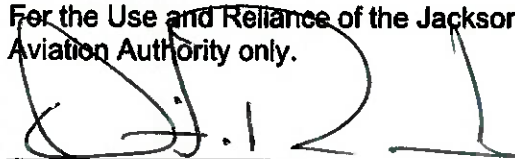


Signature

Brianna Lawson

Name Printed

Approved as to Form  
For the Use and Reliance of the Jacksonville  
Aviation Authority only.



Devin J. Reed,  
Chief Compliance Officer