

AGENDA ITEM SUMMARY

<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Submitted By: Department of Airports

Submitted For: Department of Airports

Motion and Title: Staff recommends motion to:

- A. Approve** a Consent to Assignment of Lease between Galaxy Aviation of Palm Beach, Inc. (Galaxy), Atlantic Aviation FBO, Inc. (Atlantic – FBO), and Atlantic Aviation – West Palm Beach LLC (Atlantic – WPB) for the assignment of Galaxy’s Lease Agreement (Lease) at the Palm Beach International Airport (PBI) (R-2000-1067) to Atlantic – WPB.
- B. Authorize** the County Administrator or his designee, the Director of the Department of Airports, to execute a Master Lease Confirmation (Attachment “2”) on behalf of the County.

Summary: Galaxy and Atlantic – FBO entered into an Asset Purchase Agreement (Agreement) pursuant to which Atlantic – FBO agreed to purchase Galaxy’s interest in the Lease. Atlantic – FBO is a Delaware Corporation with its principal place of business in Plano, Texas. The Agreement permits Atlantic – FBO to assign its rights and interest to one or more of its affiliates. Atlantic – FBO created Atlantic – WPB to assume its interest under the Lease and to operate the fixed base operation at PBIA. Closing of the transaction contemplated by the Agreement is conditioned on the County’s consent to Galaxy’s assignment of the Lease to Atlantic – WPB and confirmation that there is no default by Galaxy under the Lease. It is anticipated that the closing will occur by the end of April.

Background and Justification: Galaxy provides fixed base operator services at PBI pursuant to the Lease. The Lease provides for assignment subject to the County's consent, which may not be unreasonably withheld. Atlantic – FBO currently operates fixed base operator facilities at 63 airports in the United States.

Attachments:

1. Consent to Assignment of Lease (4)
2. Master Lease Confirmation (1)

Recommended By:

Department Director

3/3/14
Date

Approved By:

County/Deputy/Assistant County Administrator

Date _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>* See below</u>	_____	_____	_____	_____
No. ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes X No _____
 Budget Account No: Fund 4100 Department 120 Unit _____ RSource _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

No fiscal impact.

C. Departmental Fiscal Review: 17M Summary

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

K.D. 3/17/2014 Dr. S. Jacobson 3/19/14
 OFMB AM Contract Dev. and Control
3/13 3-19-14 ewh

B. Legal Sufficiency: 3/21/14
Assistant County Attorney

C. Other Department Review:

 Department Director

CONSENT TO ASSIGNMENT OF LEASE

THIS CONSENT TO ASSIGNMENT (this "Consent"), is made and entered into this _____, by and between **Palm Beach County**, a political subdivision of the State of Florida, by and through its Board of County Commissioners (the "County"), **Galaxy Aviation of Palm Beach, Inc.**, a Florida corporation (the "Assignor"), **Atlantic Aviation FBO, Inc.**, a Delaware Corporation ("Atlantic-FBO"), and **Atlantic Aviation – West Palm Beach LLC**, a Delaware limited liability company (the "Assignee").

WITNESSTH:

WHEREAS, County and Assignor entered into that certain Lease Agreement dated October 18, 2000 (R-2000-1067), which was superseded and replaced in its entirety by that certain First Amendment dated March 1, 2005 (R-2005-0455), as amended by that certain Second Amendment dated September 6, 2007 (R-2007-1218), Third Amendment dated February 24, 2009 (R-2009-0281), Fourth Amendment dated May 5, 2009 (R-2009-0750), Fifth Amendment dated August 17, 2010 (R-2010-1247), Sixth Amendment dated July 19, 2011 (R-2011-1019), Seventh Amendment dated May 15, 2012 (R-2012-0689), Eighth Amendment dated December 18, 2012 (R-2012-1878) (hereinafter collectively referred to as the "Assigned Lease"); and

WHEREAS, Assignor and Atlantic-FBO are parties to an Asset Purchase Agreement dated as of December 12, 2013 (the "Purchase Agreement"), pursuant to which Atlantic-FBO has agreed to purchase substantially all of the assets (and assume certain of the liabilities) of Assignor, including all of Assignor's right, title and interest in, under and to the Assigned Lease; and

WHEREAS, the Purchase Agreement authorizes Atlantic-FBO to assign its interest and rights under the Purchase Agreement to one or more of its affiliates and designate one or more of its affiliates to perform its obligations under the Purchase Agreement; and

WHEREAS, Assignor and Assignee have requested County consent to an Assignment and Assumption of Leases, in the form attached hereto and incorporated herein as Exhibit "A" ("Assignment Agreement"); and

WHEREAS, pursuant to the Assignment Agreement, Assignor will assign all of Assignor's right, title and interest in, under and to the Assigned Lease to Atlantic-FBO; and

WHEREAS, pursuant to the Assignment Agreement, Atlantic-FBO will agree to accept the assignment and perform all the terms and conditions of the Assigned Lease and assumes all liabilities and obligations of Assignor under the Assigned Lease; and

WHEREAS, Atlantic-FBO has designated Assignee, an affiliate of Atlantic-FBO, to assume all liabilities and obligations of Assignor under the Assigned Lease, arising or accruing on or after the effective date of the Assignment Agreement; and

WHEREAS, Assignor, Assignee and Atlantic-FBO have requested County's written consent to the assignment of the Assigned Lease to Assignee pursuant to Article 18.01 of the

Assigned Lease.

NOW THEREFORE, in consideration of the parties' representations, warranties, and covenants and agreements expressed herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and are hereby incorporated herein by reference. Terms not defined herein shall have the meanings ascribed to them in the Assigned Lease.

2. Assignor, to the best of Assignor's knowledge after due inquiry, and Atlantic-FBO represent and warrant to County that Assignee is fully capable of performing all of the duties and obligations of the Assignor under the Assigned Lease, including, but not limited to, payment of all rentals and fees.

3. As of the date hereof, Assignor represents and warrants to County that Assignor does not have knowledge of: (i) any existing defaults under the terms, covenants or conditions of the Assigned Lease by County; (ii) any existing or threatened conditions that with giving notice, the passage of time or both, would constitute a default under the terms, covenants or conditions of the Assigned Lease by County; (iii) any liens, encumbrances, restrictions, claims, problems, or impediments, of any kind or nature, to the sale, purchase, assignment, transfer, conveyance and delivery of the Assigned Lease or this Consent, other than under the Bonds, Trust Agreement and Leasehold Mortgage and any related agreements, which shall be satisfied on or before the Assignment Date (as such term is defined in Section 5); (iv) any event that authorizes, or with the passage of time would allow Assignor or Assignee to exercise any right of setoff, claims, or defenses against County under the Assigned Lease; (v) any threatened or pending litigation arising out of County's performance or failure to perform the Assigned Lease; or (vi) any threatened or pending litigation, of any type or nature, that would preclude, interfere with or delay the assignment, transfer or conveyance of the Assigned Lease.

4. Assignor represents and warrants to County the assignment of the Assigned Lease pursuant to the Purchase Agreement and Assignment Agreement is permitted and authorized under the terms and conditions of the Bonds, Trust Agreement and Leasehold Mortgage or the obligations thereunder shall be satisfied and the Bonds, Trust Agreement and Leasehold Mortgage shall terminate on or before the Assignment Date (as such term is defined in Section 5 below).

5. On the effective date of the assignment of the Assigned Lease to Atlantic-FBO ("Assignment Date") in accordance with the Assignment Agreement, Atlantic-FBO and Assignee hereby agree that: (i) Atlantic-FBO's right, title and interest in, under and to the Assigned Lease pursuant to the Assignment Agreement shall be assigned to Assignee; (ii) Assignee shall be bound by and to perform the Assigned Lease in accordance with all of the terms and conditions contained in the Assigned Lease; and (iii) Assignee shall assume all obligations and liabilities under the Tenant under the Assigned Lease.

6. On and after the Assignment Date, all notices to the Assignee shall be delivered to the Assignee, at the following address:

ATTN: Atlantic Aviation – West Palm Beach LLC
c/o Atlantic Aviation FBO Inc.
6652 Pinecrest Drive, Suite 300
Plano, Texas 75024

7. Subject to the terms and conditions of this Consent, County does hereby consent to the assignment, transfer and conveyance of the Assigned Lease pursuant to the Assignment Agreement to Atlantic-FBO, and County further consents to Atlantic-FBO's assignment, transfer and conveyance of the Assigned Lease to Assignee to become effective upon the Assignment Date.

8. As of the Assignment Date, Assignor shall be released from all further obligations under the Assigned Lease on or arising after the Assignment Date. Nothing in this Consent shall be construed as a waiver or release of any rights County had, has or may have against the Assignor under the Assigned Lease arising or accruing prior to the Assignment Date.

9. This Consent shall be subject to and contingent upon receipt by County of: (i) one (1) copy of the Assignment Agreement, fully executed by the parties thereto; (ii) evidence that Assignee has obtained the insurance required under Article 13 of the Assigned Lease, which shall become effective on or before the Assignment Date; and (iii) a Security Deposit that complies with the requirements of Article 5.13 of the Assigned Lease, which shall become effective on or before the Assignment Date; provided, however, Assignee agrees to maintain a Security Deposit in an amount equal to six (6) months rental for a period of one (1) year from the Assignment Date. Assignee may reduce the Security Deposit to three (3) months rental as provided in the Assigned Lease upon the expiration of the aforementioned one (1) year period, provided that Assignee is not in default of the Assigned Lease and has not committed an act or omission that, with the passage of time or giving of notice, or both, would constitute an a default under the Assigned Lease.

10. The parties acknowledge and agree that this Consent shall not waive any rights of County or impose any additional obligations, responsibilities or liabilities on County in connection with the Assigned Lease and that County's willingness to consent to the assignment, transfer and conveyance of the Assigned Lease is based, in part, upon the agreements, warranties and representations of Assignor, Assignee and Atlantic-FBO set forth herein.

11. By the granting of this Consent, County is not consenting in advance to any future assignments or subleases under the Assigned Lease. Any amendment, modification, or alteration of the Assignment Agreement shall require prior written notice to and consent of County.

12. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the parties and their respective officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect

corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

13. No provision of this Consent is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Consent, including, but not limited, to any citizen or employees of County, Assignor, Assignee or Atlantic-FBO.

14. The Assigned Lease shall remain in full force and effect, as modified by this Consent.

(Remainder of Page Intentionally Left Blank.)

IN WITNESS WHEREOF, the undersigned parties have made and executed this Consent on the day and year first written above.

ATTEST:

Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, by its
BOARD OF COUNTY COMMISSIONERS

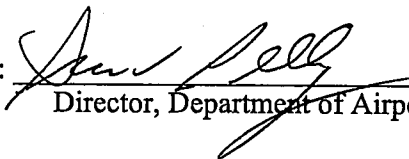
By: _____
Deputy Clerk

By: _____
Priscilla A. Taylor, Mayor

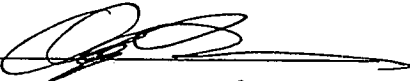
APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

By: _____
County Attorney

APPROVED AS TO TERMS & CONDITIONS:

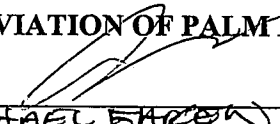
By: 
Director, Department of Airports

WITNESSES:

By: 
DCA PRIMA
Print Name

By: Pauline D'Esposito
Pauline D'Esposito
Print Name

GALAXY AVIATION OF PALM BEACH, INC.

By: 
MICHAEL EASON
Title: CFO

WITNESSES:

By:

Don Reinheimer
Print Name

By:

Mark Beckham
Print Name

ATLANTIC AVIATION FBO, INC.

By:

President and CEO
Title:

WITNESSES:

By:

Don Reinheimer
Print Name

By:

Mark Beckham
Print Name

ATLANTIC AVIATION - WEST PALM BEACH, LLC

By:

President and CEO
Title:

EXHIBIT "A"
ASSIGNMENT AND ASSUMPTION OF LEASES

02182014(2)

ASSIGNMENT AND ASSUMPTION OF LEASES

This ASSIGNMENT AND ASSUMPTION OF LEASES (this "Agreement"), effective as of _____, 2014 (the "Effective Date"), is by and among (i) AERO SPORT, INC., a Florida corporation ("GASA"), GALAXY AVIATION NORTHEAST FLORIDA, INC., a Florida corporation ("GASA Parent," together with GASA, the "St. Augustine FBO"); (ii) AURA JETS HOLDING, INC., a Florida corporation ("Aura Parent"), AURA JETS, LLC, a Florida limited liability company ("Aura," together with Aura Parent, the "Charter Brokerage"); (iii) AVIATION CENTER, INC., a Florida corporation ("GAS"), GREENIE HANGARS, INC., a Florida corporation ("Greenie," together with GAS, the "Stuart FBO"); (iv) GALAXY AVIATION, INC., a Florida corporation ("GAPB Parent"), GALAXY AVIATION OF PALM BEACH, INC., a Florida corporation ("GAPB," together with GAPB Parent, the "Palm Beach FBO"); (v) GALAXY AVIATION OF ORLANDO, INC., a Florida corporation (the "Orlando FBO"); (vi) GALAXY AVIATION OF STEAMBOAT-HAYDEN, LLC, a Colorado limited liability company ("GASH"), GALAXY AVIATION OF STEAMBOAT-HAYDEN HOLDING, LLC, a Florida limited liability company ("GASH Parent"), GALAXY AVIATION OF STEAMBOAT-HAYDEN MANAGEMENT, LLC, a Colorado limited liability company ("GASH Manager," together with GASH and GASH Parent, the "Steamboat FBO" and, together with the St. Augustine FBO, the Stuart FBO, the Palm Beach FBO, the Orlando FBO and the Charter Brokerage, the "Sellers"); and (vii) ATLANTIC AVIATION FBO INC., a Delaware corporation ("Buyer").

WHEREAS, Sellers and Buyer are parties to an Asset Purchase Agreement dated as of December 12, 2013 (the "Purchase Agreement"), pursuant to which, subject to the terms and conditions set forth therein, Buyer will purchase substantially all of the assets (and assume certain of the liabilities) of Sellers, including all of Sellers' right, title and interest in, under and to the Leases set forth in Section 2.1(b) of the Purchase Agreement (the "Assigned Leases"); and

WHEREAS, simultaneously with the closing of the transactions contemplated by the Purchase Agreement, Sellers and Buyer mutually desire (a) that Sellers assign all of their respect right, title and interest in, under and to the Assigned Leases to Assignee, and (b) that Buyer assumes all obligations under the Assigned Leases, all on the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

1. Assignment and Assumption.

(a) Effective as of the Effective Date (provided that the transactions contemplated by the Purchase Agreement are actually consummated), each Seller hereby assigns, transfers and sets over unto Buyer all of such Seller's right, title and interest in, under and to the Assigned Leases. Sellers shall deliver possession of the premises described in such Assigned Leases to Buyer on the Effective Date.

(b) Buyer hereby accepts the foregoing assignment and hereby agrees to perform all of the terms and conditions of each such Assigned Lease to be performed on the part of Sellers and assumes all of the liabilities and obligations of Sellers under each such Assigned

Lease, as amended hereby, arising or accruing on or after the Effective Date, including, without limitation, liability for the payment of rent and for the due performance of all the terms, covenants and conditions of the tenant pursuant to the applicable Assigned Lease as amended hereby.

3. Miscellaneous.

(a) Headings. The section headings used herein are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(b) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

(c) Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption of Leases as of the day and year first above written.

ATLANTIC AVIATION FBO INC., a
Delaware corporation

By: _____
Name:
Title:

By: _____
Name:
Title:

AERO SPORT, INC., a Florida
corporation

By: _____
Name:
Title:

AURA JETS HOLDING, INC., a
Florida corporation

By: _____
Name:
Title:

AURA JETS, LLC, a Florida limited
liability company

By: _____
Name:
Title:

AVIATION CENTER, INC., a Florida corporation

By: _____
Name:
Title:

GALAXY AVIATION, INC., a Florida corporation

By: _____
Name:
Title:

**GALAXY AVIATION NORTHEAST
FLORIDA, INC.,** a Florida corporation

By: _____
Name:
Title:

**GALAXY AVIATION OF
ORLANDO, INC.,** a Florida corporation

By: _____
Name:
Title:

**GALAXY AVIATION OF PALM
BEACH, INC.,** a Florida corporation

By: _____
Name:
Title:

**GALAXY AVIATION OF
STEAMBOAT-HAYDEN, LLC, a
Colorado limited liability company**

By: _____
Name:
Title:

**GALAXY AVIATION OF
STEAMBOAT-HAYDEN HOLDING,
LLC, a Florida limited liability company**

By: _____
Name:
Title:

**GALAXY AVIATION OF
STEAMBOAT-HAYDEN
MANAGEMENT, LLC, a Colorado
limited liability company**

By: _____
Name:
Title:

**GREENIE HANGARS, INC., a
Florida corporation**

By: _____
Name:
Title:

C E R T I F I C A T E
(Corporation)

The undersigned hereby certifies that the following are true and correct statements:

1. That Brett Greenberg is the Secretary of Galaxy Aviation of Palm Beach, Inc., a corporation organized and existing in good standing under the laws of the State of Florida, hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as of the 24th day of February 2014 in accordance with the laws of the State of Florida, the Articles of Incorporation and the By-laws of the Corporation:

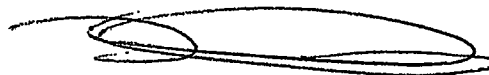
RESOLVED, that the Corporation shall enter into that certain Consent to Assignment of Lease between Palm Beach County, a political subdivision of the State of Florida and the Corporation (the "Agreement"), a copy of which is attached hereto; and be it

FURTHER RESOLVED, that each of Martin F. Greenberg, the Chairman of the Board of the Corporation, Mark Wantschouse, the President of the Corporation, Michael Faren, the Chief Financial Officer of the Corporation, and Jonathan Miller, the Executive Vice President of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

2. That the foregoing resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.

3. That the Corporation is in good standing under the laws of the State of Florida, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 24th_ day of February , 2014.



[Signature]

Corporate Seal

Brett Greenberg, Secretary

C E R T I F I C A T E
(Corporation)

The undersigned hereby certifies that the following are true and correct statements:

1. That Marla Beckham is the Secretary of Atlantic Aviation FBO Inc., a corporation organized and existing in good standing under the laws of the State of Delaware, hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as of the 11th day of December, 2013, in accordance with the laws of the State of Delaware, the Articles of Incorporation and the By-laws of the Corporation:


RESOLVED, that the Corporation shall enter into that certain Consent to Assignment of Lease between Palm Beach County, a political subdivision of the State of Florida and the Corporation (the "Agreement"), a copy of which is attached hereto; and be it

FURTHER RESOLVED, that Louis T. Pepper, the President and CEO of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

2. That the foregoing resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.

3. That the Corporation is in good standing under the laws of the State of Florida, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 20th day of February, 2014.



Corporate Seal

Marla Beckham, Secretary

AFFIDAVIT OF LIMITED LIABILITY COMPANY

STATE OF Texas

COUNTY OF Collin

BEFORE ME, the undersigned authority, personally appeared, the undersigned who by me being first duly sworn, depose(s) and say(s) that:

1. The undersigned is the Manager of Atlantic Aviation – West Palm Beach LLC, a limited liability company organized and existing under the laws of the State of Delaware (“Company”).

2. Articles of Organization of the Company have been filed, and are on-file with, the Delaware Secretary of State and such articles are incorporated herein by reference.

3. The Company is in good standing and is authorized to transact business in the State of Florida as of the date hereof.

4. The company is a manager managed limited liability company.

5. The undersigned is the sole manager of the Company, authorized to act on behalf of the Company and legally bind the Company and execute contracts and other instruments relating to the transaction of business of the Company.

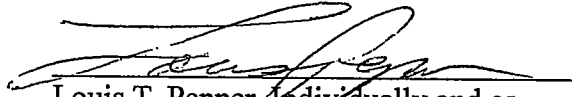
6. The undersigned has the right and authority to enter into that certain Consent to Assignment of Lease between Palm Beach County, a political subdivision of the State of Florida and the Company (the “Agreement”), which is incorporated herein by reference and made a part hereof, and such other instruments as may be necessary and appropriate for the Company to fulfill its obligations under such Agreement, including amendment(s) and termination of such Agreement.

7. Upon execution and delivery of such Agreement and documents by the undersigned, all of the aforesaid shall be valid agreements of and be binding upon the Company.

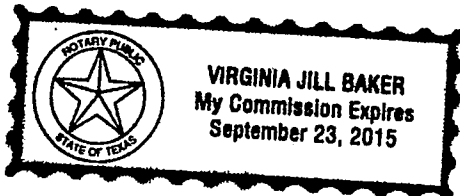
8. The transactions contemplated herein will not violate any of the terms and conditions of the Company’s member agreement, operating agreement, certificate of organization or of any other agreement and amendments thereto of whatever kind between the Company and any third person.

9. The undersigned acknowledges that affiant is familiar with the nature of an oath and the penalties provided by the laws of the State of Florida and that this Affidavit is being given to induce Palm Beach County to enter into the Agreement.

FURTHER AFFIANT SAYETH NAUGHT,


Louis T. Pepper, Individually and as
Manager

SWORN TO AND SUBSCRIBED before me on this 20th day of February, 2014, by
Louis T. Pepper, Manager of Atlantic Aviation – West Palm
Beach LLC on behalf of the Company who is personally known to me OR who produced
_____, as identification and who did take an oath.



Virginia Jill Baker
Notary Signature

Virginia Jill Baker
Print Notary Name

NOTARY PUBLIC

State of Texas at large

My Commission Expires:

September 23, 2015

MASTER LEASE CONFIRMATION

Dated: _____, 2014

TO: Atlantic Aviation West Palm Beach LLC (the "Buyer")
c/o Atlantic Aviation FBO Inc.
6652 Pinecrest Drive, Suite 300
Plano, Texas 75024

FROM: Palm Beach County (the "County")
c/o Department of Airports
Director
Building 846, PBIA
West Palm Beach, Florida 33406-1491

RE: Galaxy Aviation of Palm Beach, Inc.'s (the "Master Lessee")
Fixed Base Operations Facility
3800 Southern Blvd.
West Palm Beach, Florida 33406-1491

The County hereby certifies to and covenants and agrees with the Buyer as follows:

1. The County is and remains the lessor under that certain Lease Agreement dated October 18, 2000, as amended by eight (8) amendments (collectively, the "Master Lease"), by and between the County, as lessor, and the Master Lessee, as lessee.
2. As of the date hereof, the County certifies to the Buyer that, to the County's knowledge, the Master Lessee is not in default under any of the terms, covenants, conditions of the Master Lease to be observed or performed thereby, all assessments, fees, charges or other sums due and payable by the Master Lessee have been paid in full, all capital expenditure obligations of the Master Lessee have been fulfilled with the exception of completion of the Required Parcel S-5 Improvements (as defined in the Master Lease), which are currently under construction, and no event has occurred which with the passage of time or the giving of notice or both would constitute a default by the County or the Master Lessee, as applicable under the Master Lease. By accepting this Confirmation, the Buyer acknowledges that construction of the Required Parcel S-5 Improvements is required to be completed on or before June 1, 2015, unless otherwise approved by the Department of Airports in writing, and that the Buyer shall be required to complete construction of the Required Parcel S-5 Improvements in accordance with approved plans and submit the documentation required under Section 8.01(D) of the Master Lease to County if such obligations are not satisfied by Master Lessee on or before the assignment of the Master Lease to the Buyer.

3. The Master Lease is a valid and binding agreement, enforceable in all material respects against both the County and the Master Lessee, except as such enforceability may be limited by (a) applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other laws affecting the enforcement of creditors' rights and remedies generally, and (b) general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law).

4. The provisions of this Confirmation shall be binding upon the County and may be relied upon and shall inure to the benefit of the Buyer, its successors and assigns.

IN WITNESS WHEREOF, this Confirmation has been duly executed and delivered by the Director of the Department of Airports on behalf of County.

Signed, sealed and delivered in the
presence of two witnesses for County:

PALM BEACH COUNTY, FLORIDA

Witness Signature

By: _____
Director, Department of Airports

(Typed or Printed Name)

Witness Signature

(Typed or Printed Name)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney