

## **AGENDA ITEM SUMMARY**

☒ Consent      ☐ Regular  
☐ Workshop      ☐ Public Hearing

## I. EXECUTIVE BRIEF


**Summary:** Under the Agreement (R-2010-1109), Signature leases facilities at the North County General Aviation Airport (F45) and the Palm Beach County Glades Airport (PHK). The Amendment exercises the Agreement's option to extend the term for an additional five years, commencing September 1, 2020, and terminating August 31, 2025. The Amendment also deletes Exhibit "E" as the required improvements have been completed, authorizes Signature to use a standard form sublease, updates the construction requirements procedures and Notice provisions and includes the new standard County provision for scrutinized companies. **Countywide (HF)**

**Attachments:**

- ### 1. Third Amendment (3)

By: Laura Bube  
Department Director

12-21-18  
Date

  
County Administrator

1/7/19  
Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Capital Expenditures					
Operating Costs					
Operating Revenues		(\$78,821)	(\$945,856)	(\$945,856)	(\$945,856)
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>\$-0-</u>	<u>(\$78,821)</u>	<u>(\$945,856)</u>	<u>(\$945,856)</u>	<u>(\$945,856)</u>
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes   X   No         
Does this item include the use of federal funds? Yes        No   X  

**Budget Account No:** Fund 4100 Department 120 Unit 8240/8250 RSource various  
Reporting Category \_\_\_\_\_

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

Signature remits, for FY2019, a Minimum Annual Rental of \$869,701.40 and \$76,154.47 for the fuel farm rental and aircraft parking apron = \$945,855.87 per year (\$78,821.32 per month). The five-year extension is from 9/1/2020 to 8/31/2025. The amounts listed above are the minimum amounts to be received.

C. Departmental Fiscal Review: CM Sinner

### **III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development and Control Comments:**

*Robert Fawcett* 12/27/18  
ASD OFMB 12/27

*Ann G. Jacobus*  
Contract Dev. and Control 1/3/19  
1/3/19 TW

### B. Legal Sufficiency:

 1/4/19  
Assistant County Attorney

**C. Other Department Review:**

**Department Director**

REVISÉD 11/17

**(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)**

Summary of Certificates

This report displays detailed Certificate of Insurance information for a selected Insured. Any items shown in red are deficient.

Thursday, December 13, 2018

Simple View

Certificate Images

Documents

Insured: P-H dba Landmark nka Signature/NCA & Glades

Insured ID: NCA-HA-10-01

Status: Compliant (with overrides)

ITS Account Number: PLC770

Project(s): Palm Beach County - Airport Properties - (Active)

Insurance Policy	Required	Provided	Override
<u>General Liability</u>			
Expiration: 12/31/2018			
General Aggregate:	\$2,500,000	\$20,000,000	
Products - Completed Operations Aggregate:	\$2,500,000	\$20,000,000	
Personal And Advertising Injury:	\$2,500,000	\$20,000,000	
Each Occurrence:	\$2,500,000	\$20,000,000	
Fire Damage:	\$0	\$0	
Medical Expense:	\$0	\$0	
<u>Automobile Liability</u>			
Expiration: 12/31/2018	All Owned Autos	Any Auto not provided	X
	Hired Autos	not provided	X
	Non-Owned Autos	not provided	X
Combined Single Limit:	\$1,000,000	\$5,000,000	
<u>Workers Compensation/Employers Liability</u>			
Expiration: 12/31/2018	WC Stat. Limits	WC Stat. Limits	X
<u>Property, Wind and Flood Insurance</u>			
Expiration: 12/31/2018	All-Risk and Replacement Cost	All-Risk and Replacement Cost	
	Ordinance and Law Coverage	Ordinance and Law Coverage	
	Loss Payee	Loss Payee	
<u>Aircraft Liability</u>			
Expiration: 12/31/2018	Hangarkeepers Legal Liability	Hangarkeepers Legal Liability	
	Additional Insured	Additional Insured	
	Each Occurrence:	\$25,000,000	
Aggregate Limit:	\$1,000,000	\$25,000,000	
<u>Environmental Liability</u>			
Expiration: 12/14/2019	Additional Insured	Additional Insured	
Each Occurrence:	\$1,000,000	\$1,000,000	
Aggregate Limit:	\$2,000,000	\$2,000,000	

Notifications (Show All)

The following letters were issued:

**AFFIDAVIT OF LIMITED LIABILITY COMPANY**

STATE OF FLORIDA

COUNTY OF ORANGE

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 Chief Financial Officer of Landmark FBO, LLC ("Sole Member"), the sole member of Piedmont Hawthorne Aviation, LLC d/b/a Signature Flight Support, a Delaware limited liability company authorized to do business under the laws of the State of Florida ("Company").

2. The Application for Authorization of the Company has been filed, and is on file with the Florida Department of State. The Authorization is 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 member managed limited liability company.

5. The undersigned is 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 Third Amendment to Fixed Base Operator Lease Agreement 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,



Benjamin A. Weaver, Chief Financial  
Officer of Landmark FBO, LLC, Sole  
Member of Piedmont Hawthorne Aviation,  
LLC

APPROVED AS TO FORM:

LMD 10/25/18  
LEGAL DEPT.

SWORN TO AND SUBSCRIBED before me on this 25<sup>th</sup> day of October, 2018, by Benjamin A. Weaver, Chief Financial Officer of Landmark FBO, LLC, Sole Member of Piedmont Hawthorne Aviation, LLC who is personally known to me and who did take an oath.



Notary Signature

Lindsey M. Davis

NOTARY PUBLIC

State of Florida at large

My Commission Expires:

February 9, 2019



Lindsey Morgan Davis  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF197729  
Expires 2/9/2019

**THIRD AMENDMENT TO FIXED BASE OPERATOR LEASE AGREEMENT  
BETWEEN PALM BEACH COUNTY AND  
PIEDMONT HAWTHORNE AVIATION, LLC D/B/A SIGNATURE FLIGHT SUPPORT**

This Third Amendment to Fixed Based Operator Lease Agreement (this "Amendment") is made and entered into this \_\_\_\_\_, 20\_\_\_\_ by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and **Piedmont Hawthorne Aviation, LLC, d/b/a Signature Flight Support**, a Delaware limited liability company, having its office and principal place of business at 201 South Orange Avenue, Suite 1100, Orlando, FL 32801 ("Tenant").

**W I T N E S S E T H:**

**WHEREAS**, County, by and through its Department of Airports, owns and operates the North Palm Beach County General Aviation Airport and Palm Beach County Glades Airport, both of which are located in Palm Beach County, Florida; and

**WHEREAS**, County issued a Request for Proposals for Fixed Base Operator Lease Agreement at the North Palm Beach County General Aviation and Palm Beach County Glades Airports, RFP No. NCGL 10-5 for the provision of fixed base operator services at both airports; and

**WHEREAS**, the parties entered into that certain Fixed Base Operator Lease Agreement dated July 20, 2010 (R-2010-1109), as amended (the "Lease"); and

**WHEREAS**, the Lease may be extended for one (1) additional five (5) year period upon mutual agreement of the parties upon the same terms and conditions; and

**WHEREAS**, the parties now desire to amend the Lease as provided for herein.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants herein contained, and other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions:

1. **Recitals.** The recitals set forth above are true and correct and incorporated herein by this reference. Terms not defined herein shall have the meaning ascribed to them in the Lease.
2. **Exhibit "E".** Exhibit "E" to this Lease is hereby deleted in its entirety.
3. **Renewal Term.** The Lease shall be extended for one (1) additional five (5) year period, commencing on September 1, 2020, and terminating on August 31, 2025, upon the same terms and conditions as set forth in the Lease, as amended hereby.
4. **Replacement of Section 8.01.** Section 8.01, Tenant Construction Requirements, of the Lease is hereby deleted in its entirety and replaced with the following:

**8.01 Tenant Construction Requirements.** All improvements constructed or placed on the Premises by Tenant during the Term of this Lease, including drainage and landscaping, shall be of attractive construction and first-class design; comply with any and all applicable governmental laws, regulations, rules, and orders; follow standard construction methods; and be constructed in accordance with the requirements of this Article.

- (A) Construction Requirements. Prior to constructing any improvements on the Premises, Tenant, without cost to County, shall prepare detailed preliminary construction plans and specifications for the improvements (hereinafter collectively referred to as the “Plans”) in accordance with standards established by the Department and deliver the preliminary Plans to the Department for review, comment and adjustment. The Department shall review the preliminary Plans and provide a written response to Tenant after receipt of the preliminary Plans. In the event the Department does not approve the preliminary Plans, Tenant will be notified of the reasons for the disapproval and the necessary modifications and/or alterations to the Plans. Tenant shall resubmit modified Plans to the Department within thirty (30) days of the date of the Department’s written notice of disapproval. Within one hundred twenty (120) days following approval of the preliminary Plans by the Department, Tenant shall prepare or cause to be prepared final working Plans in substantial conformity to the approved preliminary Plans and shall submit the final working Plans to the Department for approval, which approval shall not be unreasonably withheld. Upon approval of the final working Plans by the Department, Tenant shall obtain all applicable permits and other government approvals required for the commencement of construction. Prior to commencement of construction, Tenant shall deliver to the Department one complete set of the final working Plans as approved by the governmental agencies exercising jurisdiction thereover. Minor changes from the final working Plans shall be permitted if such changes may be reasonably inferred from the final working Plans, or if they are made to comply with requirements of any governmental agency exercising jurisdiction thereover.
- (B) Within sixty (60) days of Tenant’s receipt of a certificate of occupancy or certificate of completion, as appropriate, for improvements constructed pursuant to this Article, Tenant, at its sole cost and expense, shall have prepared and deliver to the Department: (i) one (1) complete set of as-built Mylar drawings and (ii) one (1) set of Auto CADD files in the latest version acceptable by the Department.
- (C) All improvements constructed upon the Premises shall be completed at Tenant’s sole cost and expense and shall be completed in accordance with the standards established by the Department.
- (D) Tenant shall not materially alter the Premises or improvements constructed thereon, without the prior written consent of the Department, which consent shall not be unreasonably withheld.

5. **Deletion of Section 10.05(I).** Sections 10.05(I) of the Lease is hereby deleted in its entirety.

6. **Amendment of Article 17.02.** Article 17, Assignment, Transfer and Subletting, Sections 17.02 (B) and (C) of the Lease are hereby deleted in its entirety and replaced with the following:

- (B) Tenant shall provide County with its standard form lease(s) for the sublease of the Premises for review and approval. The standard form lease(s) may be modified from time to time subject to County's review and approval. Unless otherwise approved in writing by County, Tenant shall use the approved standard form lease(s) for the sublease of the Premises. Tenant acknowledges and agrees that the Storage Hangars shall be used exclusively for the storage of aircraft and for no other purposes whatsoever. Tenant shall not permit the Storage Hangars to be used for commercial purposes or aircraft maintenance, with the exception of preventive maintenance on the Registered Aircraft, of the kind and to the extent permitted by Title 14, Part 43.3 Appendix A, paragraph (C) of the Code of Federal Regulations entitled "Preventive Maintenance", as may be amended from time to time. Notwithstanding any provision of this Lease or any sublease to the contrary, Tenant acknowledges that County expressly rejects any provision of any sublease agreement, which purports to grant the subtenant any greater rights than provided to Tenant under this Lease.
- (C) Tenant shall not be required to obtain County's prior written consent for the sublease of the Premises; provided that the form of the sublease was approved by County pursuant to Section 17.02(B) above. Tenant shall provide complete copies of all such subleases to County for confirmation by County that such subleases comply with the terms and conditions of this Lease and the uses permitted under the subleases conform to the uses permitted under this Lease. Failure to provide complete copies of any subleases requested by the County within fifteen (15) days of County's request shall be considered a material default of this Lease.

7. **Replacement of Section 27.12.** Section 27.12, Notices, of the Lease is hereby deleted in its entirety and replaced with the following:

27.12 Notices. All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service or overnight mail, or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services or overnight mail, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:



County:

With a copy to:

Palm Beach County  
Department of Airports Office  
Deputy Director, Airports Business Affairs  
846 Palm Beach International Airport  
West Palm Beach, Florida 33406-1470

Palm Beach County Attorney's  
301 North Olive Avenue  
Suite 601  
West Palm Beach, Florida 33401  
ATTN: Airport Attorney

Tenant:

With a copy to:

Signature Flight Support Corporation  
ATTN: General Counsel, Contracts  
201 S. Orange Avenue, Suite 1100  
Orlando, Florida 32801

Signature Flight Support Corporation  
ATTN: General Manager  
1500 Perimeter Road  
West Palm Beach, Florida 33406

With a copy to:

Signature Flight Support Corporation  
ATTN: General Manager  
North County Airport  
11600 Aviation Blvd.  
West Palm Beach, FL 33412

Any party may from time to time change the address to which notice under this Lease shall be given such party, upon three (3) days prior written notice to the other party.

8. **Amendment of Article 27.** Article 27, Miscellaneous, is hereby amended to add the following:

27.31 Scrutinized Companies. As provided in Section 287.135, Florida Statutes, by entering into this Lease or performing any work in furtherance hereof, Tenant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to Section 215.4725, Florida Statutes. When contract value is greater than \$1 million: As provided in Section 287.135, Florida Statutes, by entering into this Lease or performing any work in furtherance hereof, Tenant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria. If the County determines, using credible information available to the public, that a false certification has been submitted by Tenant, this Lease may be terminated and a civil penalty equal to the greater of \$2 Million Dollars or twice the amount of this Lease shall be imposed, pursuant to Section 287.135, Florida Statutes. The aforementioned certification must also be submitted at the time of any Lease renewal, if applicable.

9. **Consent to Subleases.** The parties acknowledge and agree that the “Space Permit”, attached hereto and incorporated herein as Exhibit “1” (“Approved Form”), is the approved standard sublease form as of the Effective Date of this Amendment. Subject to the terms and conditions of the Lease, County hereby consents to those certain sublease agreements in effect prior to the Effective Date of this Amendment; provided that such subleases were entered into on the Approved Form. This consent shall not impose any additional obligations on County or otherwise affect any of the rights of County under this Lease.

10. **Ratification of Agreement.** Except as specifically modified herein, all of the terms and conditions of the Lease, as amended, shall remain unmodified and in full force and effect and are hereby ratified and confirmed by the parties hereto.

11. **Conflict.** In the event of a conflict between any provision of this Amendment and the provisions of the Lease, or any other amendment thereto, the provisions of this Amendment shall control.

12. **Paragraph Headings.** The heading of the various sections of this Amendment are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Amendment or the Lease.

13. **Effective Date.** This Amendment shall become effective when signed by both the parties and approved by the Board of County Commissioners.

{Remainder of page intentionally left blank.}

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

ATTEST:

SHARON R. BOCK

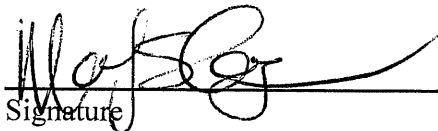
By: \_\_\_\_\_  
Clerk and Comptroller

(SEAL)

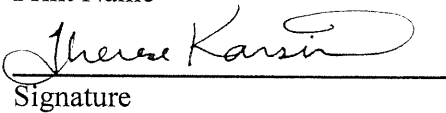
APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
County Attorney

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

  
Signature

Marilyn Oliver-Gaye  
Print Name

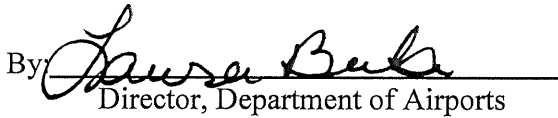
  
Signature

Theresa Kassim  
Print Name

PALM BEACH COUNTY, a political  
subdivision of the State of Florida,  
by its Board of County Commissioners

By: \_\_\_\_\_  
Mack Bernard, Mayor

APPROVED AS TO TERMS  
AND CONDITIONS

By:   
Director, Department of Airports

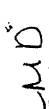
TENANT:  
Piedmont Hawthorne Aviation, LLC,  
d/b/a Signature Flight Support

By:   
Signature

Benjamin A. Weaver  
Print Name

Chief Financial Officer  
Title

(SEAL)

APPROVED AS TO FORM:  
11/28/18   
LEGAL DEPT.

**EXHIBIT “1”  
APPROVED FORM**

SPACE PERMIT

“Effective Date”: \_\_\_\_\_, 20\_\_\_\_

“Signature”: Piedmont Hawthorne Aviation, LLC, d/b/a Signature Flight Support.

“Permittee” \_\_\_\_\_

“Master Lease”: Signature and Palm Beach County, a political subdivision of the State of Florida (“Authority”) entered into that certain Fixed Base Operator Lease Agreement dated July 20, 2010, as amended (“Master Lease”) for certain land (the “Base”) at the \_\_\_\_\_ Airport in \_\_\_\_\_, Florida (“Airport”).

“Base Rent”: The Monthly Base Rent shall be:

Building Name	Space Type (Hangar/T-Hangar) (Office/Shop/Ramp)	Rentable Square Feet	Suite Number	Monthly Base Rent
Total				

“Space”: Permittee shall, during the Term hereof, have access to and use of certain portions of the Base (collectively listed above), as follows, collectively:

“Hangar Space” (listed above) means the non-dedicated, non-exclusive use of hangar deck space in the Hangar listed above for the purpose of storing the “Aircraft” (defined below).

“T-Hangar Space” (listed above) means the dedicated, exclusive use of the T-Hanger unit listed above. For purposes of this Permit, the term “Hangar Space” as used herein refers to both Hangar Space and T-Hangar Space.

“Office Space” (listed above) means the exclusive use of the area listed above.

“Shop Space” (listed above) means the exclusive use of the area listed above.

“Ramp Space” (listed above) means non-dedicated, non-exclusive use of area listed above for the purpose of storing the Aircraft.

“Aircraft”: The following described aircraft, which is/are directly owned, leased, managed, operated or otherwise in the care, custody and control of Permittee (the “Aircraft”):

Aircraft Make	Aircraft Model	Tail Number	Serial Number

“Term”: This Space Permit (“Permit”) shall be for an initial term, commencing upon the earlier of the Effective Date (“Effective Date”) or the date on which Permittee actually took occupancy of the Space and expiring August 1, 2019 (“Term”).

Security Deposit: \$

**Addresses for Notices:**

If to Signature:  
Signature Flight Support Corporation  
Attention: General Counsel  
201 South Orange Avenue, Suite 1290  
Orlando, Florida 32801  
Facsimile: (407) 648-7352

With a copy to:  
Signature Flight Support Corporation  
Attention: Manager, Contracts  
201 South Orange Avenue, Suite 1100  
Orlando, Florida 32801  
Facsimile: (407) 648-7352

And  
Signature Flight Support Corporation  
Attention: General Manager  
North Palm Beach County  
General Aviation Airport  
11600 Aviation Blvd.  
West Palm Beach, Florida 33412  
Facsimile: 561-626-9644

If to Permittee:  
Address:

\_\_\_\_\_  
Cell  
\_\_\_\_\_  
Email  
\_\_\_\_\_

The “Permit” consists collectively of these Basic Provisions and the following attachments (i) General Terms & Conditions; and (ii) Exhibit A – “Third Party Vendor Release”.

**IN WITNESS WHEREOF**, the authorized representatives of Signature and Permittee have executed this Permit as of the later of the dates set forth below.

**Piedmont Hawthorne Aviation, LLC d/b/a Signature Flight Support** [ \_\_\_\_\_ ]

Sign: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Sign: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Witness: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

Witness: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

**SPACE PERMIT**  
**GENERAL TERMS AND CONDITIONS**

1. **Basic Provisions.** The Basic Provisions preceding these General Terms and Conditions are incorporated herein and binding upon Signature and Permittee. For purposes of this Permit, Signature and Permittee may from time to time be referred to individually as a "Party" and collectively as the "Parties."
2. **Term.** This Permit shall be for Term as defined above. Permittee shall vacate the Space upon the expiration or earlier termination of this Permit. Permittee shall reimburse Signature for, and indemnify Signature against, all damages, costs, liabilities and expenses, including attorneys' fees, which Signature shall incur on account of Permittee's delay in so vacating the Space. If Permittee shall not vacate the Space upon the expiration or earlier termination of this Permit, the Base Rent shall be increased to 200% of the Base Rent then in effect and Permittee's obligation to pay Aggregate Rent shall continue, but nothing herein shall limit any of Signature's rights or Permittee's obligations arising from Permittee's failure to vacate the Space, including, without limitation, Signature's right to repossess the Space and remove Permittee therefrom at any time after the expiration or earlier termination of this Permit and Permittee's obligations and covenants arising pursuant to this permit, including but not limited to its waivers, and obligations to reimburse and indemnify Signature as provided in the preceding sentence or as otherwise set forth in this Permit.
3. **Aircraft.** The Hangar Space and/or Ramp Space, as applicable, shall be used and occupied by Permittee for the storage of only the Aircraft.
4. **Rent.**
  - a. **Base Rent.** Permittee agrees to pay Base Rent to Signature (a prorated amount if the Term commences on a day other than the first day of the month), and, on the first day of each month thereafter Aggregate Rent (as defined below). Base Rent is payable in advance without notice, setoff, demand or deduction, except as provided in this Permit.
  - b. **Base Rent Adjustment.** Signature shall have the right from time to time, upon prior written notice to Permittee, to increase the Base Rent in accordance with the terms and conditions of Section 5.03 of the Master Lease.
  - c. **Supplemental and Aggregate Rent.** In addition to the Base Rent, Permittee shall pay to Signature, on a monthly basis along with such Base Rent, any and all additional sums other than Base Rent due and owing to Signature as a result of Permittee's tenancy, including but not limited to those amounts referenced in Section 4(d) below ("Supplemental Rent"). Base Rent and Supplemental Rent are hereinafter referred to collectively as "Aggregate Rent".
  - d. **Airport Concession Fees and Charges; and Taxes.** Permittee agrees to pay Airport concession fees, charges, and/or taxes, which shall be assessed at the rate applicable at the time of each monthly Base Rent payment and subject to change at the Airport's (or Authority's) discretion, as well as all applicable and then-prevailing state and federal taxes relating to Permittee's use and/or the terms and conditions of this Permit.
  - e. **Late Fee.** Any payment not delivered within seven (7) calendar days following the date due shall be subject to a late fee equal to the greater of: (i) \$100; or (ii) ten percent (10%) of the amount due, but in no event higher than the maximum rate allowable by law. Any late fee so imposed shall be deemed Supplemental Rent.
5. **Security Deposit.** Permittee shall deposit the sum of two (2) months' estimated Base Rent ("Security") with Signature as security for the faithful performance by Permittee of its obligations under this Permit. Signature may apply any portion of the Security against any indebtedness which is not paid when due. If Signature pays Permittee's indebtedness from such Security or if Permittee's Base Rent increases, Permittee shall deposit an amount to replenish the Security to the sum of two (2) months' estimated Base Rent within ten (10) business days of Signature's written demand. Payment of any indebtedness from such Security does not waive Signature's right to any other remedy provided by this Permit or by law. Signature shall return any unused portion of the Security, without interest, upon Permittee's performance in full of its obligations under this Permit at the end of the Term.
6. **Authority.** Permittee represents that it is fully authorized to enter into this Permit on behalf of the Permittee and any owner(s) of the Aircraft and to bind the Permittee and the Aircraft owner(s) to the terms and conditions set forth in this Permit.
7. **Storage.** Permittee shall prohibit the storage, maintenance (including washing), or operation of any motor vehicle, recreational vehicle, or boat in the Space. Items not related to aviation or aeronautical activities or items that do not serve an aeronautical purpose SHALL NOT be stored within the Space. Permittee covenants and agrees that at no time during the Term will Permittee, together with its agents, employees, contractors, subcontractors, invitees, officers, directors, servants or vendors (collectively, hereinafter referred to as ("Permittee Group")), be permitted to store, maintain or operate any motor vehicle, recreational vehicle, or any vehicle considered to be personal property in, around, or upon the Space.
8. **Common Areas.** Permittee is authorized to use designated common use areas of the Base, including, but not limited to, restrooms, entry ways, hallways and vending areas, as specified by Signature's local general manager, subject to reasonable rules and regulations imposed by Signature.
9. **Security of Personal Property.** Permittee is at all times responsible for securing and locking the Aircraft, including but not limited to properly attaching tie down ropes or chains. Signature's performance of any Ancillary Services or providing ropes, chains, or chocks does not constitute Signature's acceptance of responsibility for the Aircraft's overall security. Signature shall not accept keys to Permittee's Aircraft, automobiles, or other vehicles. Signature shall not be responsible for the storage or security of Permittee's personal property, including but not limited to deliveries made to Permittee. Permittee acknowledges that any security or safety measures employed by Signature are for the protection of Signature's own interests; that Signature is not a guarantor of the security or safety of Permittee, its employees, guests, contractors or licensees, or of its property; and that such security and safety matters are the responsibility of Permittee and the local law enforcement authorities.
10. **Utilities.** Signature agrees to pay all reasonable and customary utility charges for the Space. For purposes of this Permit, "Utilities" shall mean heating, cooling, electricity and water. If Permittee requires utilities other than those or in quantities greater than those available at the Effective Date, Permittee is solely responsible to arrange for them, coordinate their installation with Signature's requirements, and pay for such costs, including any impact fees.
11. **Master Lease; Alteration of Prevailing Land Rents by Authority.** The Master Lease and all amendments thereto, prior to and subsequent to the Effective Date, are incorporated herein and are available for Permittee's inspection and review. The terms and conditions of this Permit shall be subject and subordinate in all respects to the Master Lease, as amended from time to time, and any provision of such Master Lease required to be addressed herein shall be deemed incorporated herein. Signature reserves the right to increase Permittee's then-prevailing monthly Base Rent and/or Supplemental Rent by a corresponding amount of any increase imposed by the Authority or any other authority having jurisdiction over the Airport and Signature's leasehold interest by changes in rules, regulations, ordinances, orders, decrees, or any law resulting in an increase in the prevailing land rents or concession fees, etc. applicable to Signature, including but not limited to alteration or adjustment of rents pursuant to the Master Lease. Signature shall provide Permittee a minimum of ten (10) business days' written notice from Signature of any increase allowable pursuant to this Paragraph 11; provided however that failure to deliver such notice shall not be deemed a waiver of Signature's right to such payment.
12. **Taxes.** Additionally, Permittee agrees to pay all such taxes and assessments, which are assessed against or provided to Signature for personal property in the care, custody and control of Permittee located in, on or about the Space. Signature agrees to furnish Permittee promptly with all pertinent official tax bills, statements, invoices, and assessments consistent with Signature's receipt of same. Permittee hereby authorizes Signature to provide information relating to the presence of Permittee's personal property on or about the Space as requested by any governmental authority having jurisdiction or authority with respect to the taxation of such personal property.
13. **Signature Ancillary Services.** It is acknowledged by the Parties that other services not described in this Permit may be requested by Permittee for the Aircraft (or on behalf of the Aircraft owner/operator) to be performed by Signature. Such ancillary services may include, but are not limited to, the sale of aircraft parts and components, temporary hangar space, the performance of aircraft maintenance and avionics, fueling, defueling, deicing and interior/exterior cleaning (collectively, "Ancillary Services"). Signature agrees to furnish and/or perform such Ancillary Services at the request of the Permittee at Signature's prevailing and locally-established rates or as otherwise negotiated between Signature local management and Permittee. Such requests may be made by Permittee verbally or in writing. If such Ancillary Services are provided, Permittee agrees to pay Signature for all such work, which shall be subject to all of the terms and conditions of this Permit. Any sums due and owing to Signature as a result of its provision of Ancillary Services shall be Supplemental Rent unless paid for at the time of service.
14. **Prohibited Uses.** Permittee shall not use the Space for any use which is not expressly allowed by the Master Lease or any applicable rule or regulations, and further, Permittee shall not allow the use of the Space for the operation of a fixed base operation or any business substantially similar to any portion of Signature's authorized general or commercial aviation operations at the Airport. Permittee expressly warrants and represents without limitation that it shall not at any time during the term of this Permit undertake for itself or cause to be undertaken through others, including, but not limited to its employees, agents, subcontractors, or invitees, any services permitted to Signature under the Master Lease, including, but not limited to the following:

- a. Installation of any fuel storage and dispensing facilities (including mobile delivery of fuel);
- b. Receipt and storage of any fuel product, including, but not limited to, aviation and motor fuels;
- c. Into-plane or into-truck delivery of any aviation or motor fuels;
- d. Rotorcraft or aircraft sales or rentals (Permittee demonstration flights excluded);
- e. Flight training (Permittee in-house flight training excluded);
- f. Rotorcraft or aircraft radio and instrument sales and service (avionics);
- g. Specialized rotorcraft or aircraft repair service for a third party;
- h. Air transport of mail or cargo for hire;
- i. Hangaring or servicing of aircraft for a third party, including without limitation that of a transient or non-based tenant, subtenant, sub-permittee, guest, or invitee of the Permittee;
- j. Deicing of aircraft;
- k. Temporary parking, including overnight parking, of aircraft, other than the Aircraft;
- l. Maintenance/ avionics services for a third party;
- m. Wash aircraft;
- n. Other activity adverse or disruptive to Signature or Airport interests as may be determined by Signature in its sole but reasonable judgment;
- o. Maintenance of Aircraft other than preventative. Permittee may perform only preventive maintenance on the Aircraft, of the kind and to the extent permitted by Title 14, Part 43.3 Appendix A, paragraph (C) of the Code of Federal Regulations entitled "Preventive Maintenance", as may be amended from time to time. Permittee shall not perform repairs or maintenance to Aircraft on any ramp, apron, taxiway, runway or other public area of the Airport;
- p. Subleasing of Space, whether in whole or part;
- q. Storage of Non-aviation or non-aeronautical use items.

15. **Third Party Vendors.** Any third party seeking access to any part of the Space and/or the Base to perform any commercial activity ("Third Party Vendor") may enter Signature's leasehold (including the Space) only after the Third Party Vendor has:

- a. Executed the Vendor Release, an exemplar of which is attached as **Exhibit A**;
- b. Provided Signature with a Certificate of Insurance for the requisite insurance coverage; and,
- c. Obtained written authorization for entry from Signature via its execution of the Vendor Release.

Permittee shall bear any and all costs associated with ensuring such Third Party Vendors fully comply with any and all prevailing Airport and government regulations, including, but not limited to, authorization to perform services by the Authority through Signature, those of the Federal Aviation Administration ("FAA") and the Transportation Security Administration ("TSA") for all purposes, including, but not limited to security, identification, and clearance for access. Permittee agrees that at no time shall it or its Third Party Vendor's activities infringe upon the ability of Signature's other customers or Signature to conduct business or operate aircraft, including, but not limited to, ingress and egress from the Space and/or Signature's leasehold.

16. **Termination of Master Lease.** If the Master Lease is terminated or abated, such termination or abatement shall cancel or abate this Permit and Permittee shall look to Signature's successor-in-interest for relief or continuance of its rights as established in this Permit. Permittee shall have the right to remove all of its fixtures, equipment, personal property and other property from the Space that is not attached to the realty and has been deemed to be removable, or non-improvement provided Permittee shall repair any damage to the Space as a result of such removal.

17. **Destruction or Condemnation of Space.** If, after the Effective Date, any significant portion of the Space is destroyed by fire or other casualty, Permittee or Signature shall have the option upon written notice to the other Party to terminate its obligations under this Permit provided Permittee shall not exercise such right in the event such destruction or casualty arises either directly or indirectly from Permittee's acts or omissions. If all or part of the Space is taken or condemned by any authority for any public use or purpose, which renders the Space untenable or unusable, this Permit shall terminate as of the date title vests in such authority, and the Aggregate Rent shall be apportioned as of such date.

18. **Acceptance; Maintenance; Surrender.**

a. Permittee accepts the Space in its "as is" condition on the Effective Date of this Permit and Signature shall have no liability or obligation to make any alterations or improvements of any kind on or about any portion of the Space. Permittee shall not alter the Space in any fashion without the prior written consent of Signature, which may be withheld in Signature's sole discretion. Upon the expiration or termination of this Permit, all fixtures installed or additions and improvements made to the Space, specifically excluding furniture and Permittee's trade fixtures, shall, at Signature's option (to be exercised in its sole discretion) either (i) become the property of Signature and shall remain in the Space, without compensation or payment to the Permittee, unless otherwise agreed to in writing by Permittee and Signature, or (ii) be promptly removed by Permittee, and Permittee shall, at its sole cost and expense, restore the Space to the condition that existed immediately prior to its occupancy of the Space (normal wear and tear excepted) and repair any damage resulting from the removal of the additions and improvements.

b. Signature is responsible for all routine maintenance and repair to the Space, including, but not limited to, HVAC systems, painting, cleaning, glass replacement, and structural repairs; provided however that Permittee shall be responsible for maintenance and repair costs arising from the acts or omissions of the Permittee Group. Permittee shall be responsible for keeping the Space clean and orderly, including the removal of trash and debris from the Space and for complying with applicable rules and regulations for the operation of equipment (if a maintenance hangar or other space that has proper fire suppression methods) and Permittee's business within the Space.

c. Permittee shall not perform or conduct any operation that in any way which adversely impacts the structural integrity of any portion of the Space or which accelerates its ordinary deterioration.

d. Upon the expiration, or earlier termination, of the Term, Permittee shall immediately remove its personal property and surrender the Space to Signature in good repair and broom clean condition, ordinary wear and tear excepted.

19. **Signage.** Permittee shall not place or permit to be placed in or on the Space any signs or insignias without Signature's and, if applicable, the Airport's written consent, in the sole discretion of such parties.

20. **Non-Exclusive Easements.** Signature grants to Permittee a non-exclusive easement to transition Permittee's Aircraft, if applicable, to and from the Hangar Deck Space or other aircraft storage space controlled by Signature to an Airport taxiway and to provide ingress and egress to and from the Space for authorized vehicles, including, all vehicles and other equipment required by Permittee's employees, vendors, contractors and authorized subcontractors. All vehicles and vehicle operators shall fully comply with Signature's and the Authority's rules and regulations regarding Airport and Aircraft Operations Area (AOA) access, including but not limited to the Insurance requirements as outlined in Section 23..

21. **Airport Security.** Permittee and the Permittee Group shall comply at its own expense with all applicable security requirements, including, but not limited to, those of Signature, Federal Aviation Regulations ("FAR") and the TSA, any Airport Security Program, all as amended from time to time. Permittee shall take all action necessary or as directed by Authority to ensure that members of the Permittee Group comply with such requirements. If Signature or the Authority incur any fines as a result of the acts or omissions of the Permittee and/or the Permittee Group, Permittee agrees to pay all such fines and penalties in accordance with its indemnification obligation set forth herein and to cure any security deficiency immediately. Signature and the Authority reserve the right to take whatever action necessary to cure any security deficiency if Permittee fails to remedy the security deficiency promptly and to be reimbursed any and all costs and expenses associated with such action.

22. **LIMITATION OF LIABILITY.** THE PARTIES HEREBY AGREE THAT UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE, DIMINUTION OR LOSS OF VALUE, LOSS OF USE, LOSS OF ANTICIPATED PROFITS OR THE COST ASSOCIATED WITH SUBSTITUTE OR REPLACEMENT AIRCRAFT.



23. **Insurance.**
- a. Minimum insurance dollar limits required of Permittee:
- i. **Aircraft Hull and Liability**
- (1) Aircraft hull: All risk aircraft hull insurance for 100% of total aircraft cost insuring against loss to aircraft or other property
- (2) Aircraft liability: Aircraft liability insurance (ground/flight) with a minimum combined single limit at least equal to the requisite commercial general liability (below) covering bodily injury (including passengers) and property damage
- Aircraft hull and liability coverage shall be conditionally waived if this Permit does not include the storage of an aircraft. This conditional waiver shall be automatically revoked and Permittee shall obtain the requisite coverage if this Permit is later amended to add aircraft storage space.
- ii. **Liability - Airport Premises**
- (1) Commercial General
- (a) Office Space only: Combined single limit \$1,000,000 per occurrence
- (b) Turbo Jet Aircraft: Combined single limit \$5,000,000 per occurrence\*
- (c) Turbo Prop Aircraft: Combined single limit \$3,000,000 per occurrence\*
- (d) Piston/Reciprocating Aircraft: Combined single limit \$1,000,000 per occurrence\*
- \*For products and completed operations
- (2) Motor Vehicle: Combined single limit \$5,000,000 per occurrence
- i. This coverage is conditionally waived if Permittee does not have a motor vehicle that is both (1) registered in its name and (2) driven on Signature's ramp. If Permittee subsequently registers a vehicle in its name and uses it to drive on the ramp, the waiver shall be automatically revoked and Permittee shall obtain the requisite coverage.
- (3) Environmental / pollution: Combined Single Limit \$1,000,000 per occurrence
- i. This coverage shall be conditionally waived if this Permit does not include the maintenance of aircraft. This conditional waiver shall be automatically revoked and Permittee shall obtain the requisite coverage if this Permit is later amended to add aircraft maintenance or if Permittee commences, without amendment, performance of aircraft maintenance in the Space (including but not limited to aircraft washing).
- iii. **Property**
- (1) All Risk Property: Full Replacement Value of any alteration or improvement to the Space installed by Permittee
- (a) This coverage shall be conditionally waived if Permittee does not perform any alterations to the Space. This conditional waiver shall be automatically revoked and Permittee shall obtain the requisite coverage if Permittee subsequently alters or improves the Space.
- iv. **Worker's Compensation & Employer's Liability**
- (1) Worker's compensation: The greater of \$500,000 or as required by statute
- (2) Employer's liability: \$500,000 each occurrence for bodily injury by accident
- \$500,000 each occurrence for bodily injury by disease
- \$500,000 aggregate policy limit
- i. Employer's liability coverage shall be conditionally waived if Permittee does not have any employees. This conditional waiver shall be automatically revoked and Permittee shall obtain the requisite coverage if Permittee subsequently hires employees.
- b. **Insurers; Special Provisions For Certificates of Insurance**: The insurance required to be carried by Permittee pursuant to the terms of this Agreement shall be effected under valid and enforceable policies issued by reputable and independent insurers permitted to do business in the State in which the Space is located, and rated in Best's Insurance Guide, or any successor thereto (or if there be none, an organization having a national reputation) as having a general policyholder rating of "B++" or greater and a financial rating of at least "XIII." All such required liability insurance, except (1) worker's compensation and (2) employer's liability shall name (exactly as set forth in quotations) "Signature Flight Support Corporation, its parent, subsidiaries, related, and affiliated companies and Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, and Employees, the "Authority" as additional insureds. To the extent All Risk Property is required pursuant to Section 23(a)(ii)(1)(a) above, Signature shall be named as Loss Payee. If the required liability policies do not contain a standard separation of insured provision, they shall be endorsed to provide cross liability coverage. To the extent that such loss, damage or liability is covered by valid and collectible insurance maintained by it, or that pursuant to this Permit should have been maintained by it, Permittee hereby waives all rights of recovery against Signature and the Signature Group. All required insurance policies shall contain a waiver of subrogation in favor of "Signature Flight Support Corporation, its parent, subsidiary, related, and affiliated companies and the Authority". All required insurance policies shall be evidenced by certificates of insurance that provide at least thirty (30) days advance written notice of any cancellation or changes adverse to the interests of Signature or its subsidiaries. Permittee may send insurance certificates to the Signature Insurance Department via any of the following methods: (1) by mail to CertFocus, P.O. Box 140528, Kansas City, MO 64114; or (ii) by facsimile 407-792-6460; or (iii) by email to [bbausa@certfocus.com](mailto:bbausa@certfocus.com). Insurance certificates shall also be sent to the Authority as follows: c/o Insurance Tracking Services, Inc., P.O. Box 20270, Long Beach, CA 90801", or as otherwise approved or modified by the Authority. Permittee shall reimburse Signature upon demand for any and all third-party vendor costs and expenses incurred by Signature in order to enforce Permittee's compliance with the above insurance requirements, and any such costs and expenses shall be deemed Supplemental Rent hereunder.
- c. Minimum insurance amounts stated shall not be lowered without express written consent of Signature. Higher insurance limits may be required by the Authority or Airport, in which case, the Airport's limits shall supersede the limits stated above. Permittee shall also comply with Minimum Standards of the Airport.
- d. The certificates of insurance, with respect to the insurance requirements described above, shall state that such coverage is primary and without right of contribution from any insurance carried by Signature and that the liability assumed by Permittee under this Agreement has been specifically insured under the policies above, but such insurance in no way limits Permittee's liability hereunder.
- e. **PERMITTEE ACKNOWLEDGES THAT ITS POTENTIAL LIABILITY IS NOT LIMITED TO THE AMOUNT OF ANY LIABILITY INSURANCE COVERAGE OR TO INSURANCE POLICY LIMITS REQUIRED IN THIS PERMIT. FURTHER, PERMITTEE SHALL BE SOLELY RESPONSIBLE FOR INSURING ITS PERSONAL PROPERTY OR OTHER CONTENTS WITHIN OR ABOUT THE SPACE.**
- f. Minimum insurance dollar limits required of Signature:
- Signature shall at all times during the Term, at its sole cost and expense, maintain the same types and amounts of insurance required under the Master Lease.

24. **Indemnification.**
- a. **Permittee's Indemnification.** Permittee shall be liable for the acts or omissions of the Permittee Group without limitation and further agrees to indemnify, defend, and forever hold harmless Signature, the Authority and their respective officers, directors, employees, agents, servants, contractors, subcontractors, vendors, invitees (collectively, the "Signature Group") from and against any and all claims, liabilities, losses, demands, fines, suits, penalties, actions, judgments or other expenses, including, but not limited to, FAA and TSA fines or assessments, reasonable attorneys' fees and costs (collectively, "Damages") incurred by the Signature Group and arising from any negligent acts or omissions of the Permittee Group; provided, however, that this indemnity does not apply to Damages caused by the negligence of the Signature Group. Such indemnification is subject to and limited by Paragraph 22 Limitation of Liability.
- b. **Signature's Indemnification.** Signature shall be liable for the acts or omissions of the Signature Group without limitation and further agrees to indemnify, defend, and forever hold harmless the Permittee Group from and against any and all Damages incurred by the Permittee Group and arising from any negligent or willful acts or omissions of the Signature Parties; provided, however, that this indemnity does not apply to Damages caused by the acts or omissions of the Permittee Group. Such indemnification is subject to and limited by Paragraph 22 Limitation of Liability.
- c. **Exclusion and Duration.** These provisions expressly exclude all Environmental Damages as set forth in Paragraph 25, below. The indemnifications set forth in this Paragraph 24 shall (1) survive the termination or expiration of this Permit, and (2) shall not be construed to negate or abridge any other indemnity obligation that would exist at common law or pursuant to this Permit, and (3) shall not be limited by any provision of insurance; and (4) shall apply to the acts or omissions of Permittee Group occurring on or about the Space or otherwise within the network of fixed base operations owned, operated, controlled or managed by Signature.

25. **Environmental Removal and Disposal.**

a. **Compliance with Environmental Regulation.** Permittee is solely responsible for the proper removal and disposal of all hazardous substances, hazardous wastes and petroleum products as defined and regulated under applicable local, state, or federal law (collectively, "Regulated Substances") that Permittee generates or that are generated by the Permittee Group. Such removal and disposal shall include, but not be limited to, proper documentation of such Regulated Substances under its assigned Environmental Protection Agency ("EPA") Identification Number in Permittee's name. Permittee agrees to provide Signature, upon request, with the required EPA identification number and copies of any and all documentation in Permittee's name. Permittee shall comply with any and all applicable local, state and federal law and any and all Airport requirements in such removal and disposal. Additionally, Permittee is solely responsible for any and all environmental contamination that impacts the Space or any portion of Signature's leasehold premises as a result of the Permittee Group's storage or handling of any Regulated Substances on, in or at the Space. Permittee must comply with the Airport's SWPPP plan.

b. **Environmental Audits.** Permittee acknowledges that Signature may enter the Space from time to time to conduct environmental audits. If such environmental audit reveals the presence of contaminants in excess of acceptable levels under applicable law as a result of Permittee's use of the Space, Signature shall serve written notice to Permittee to correct the conditions within seven (7) days. Permittee shall act diligently to remove any and all such contaminants and to take all such prompt action necessary to satisfy Signature and any authorities having jurisdiction over the Space that proper remediation has occurred as described above. If Permittee fails to act within the seven (7) day period, Signature may act to correct the conditions and shall be entitled to reimbursement for any and all costs directly or indirectly associated with such corrective action, including but not limited to the termination of this Permit.

c. **Indemnification by Permittee.** Permittee shall indemnify, defend, and forever hold harmless the Signature Group from and against all environmental claims, liabilities, damages, fines, penalties, losses or impairments, including, but not limited to, any penalty or fine imposed by any governmental agency and the expense of cleaning up or disposing of any Regulated Substances, as well as any and all reasonable attorneys' fees (collectively, "Environmental Damages") resulting from the use and occupancy or any negligent act or omission of the Permittee Group. Permittee shall not be responsible for any type of Environmental Damages or any environmental conditions that existed before the Effective Date, except to the extent the Permittee Group exacerbates any such issue or matter. The indemnities set forth herein Paragraph 25(c) shall survive the termination or expiration of this Permit.

d. **Environmental Protection Procedures.** Permittee shall conduct its operations to meet or exceed requirements set forth in applicable local, state, and federal laws and in accordance with safe and proper industry practices in order to prevent environmental accidents. Such practices include but are not limited to the following:

- (i) Permittee shall at all times protect the drain from spills of Regulated Substances and agrees to instruct all its employees, agents, servants, contractors, subcontractors, invitees, and other representatives in writing regarding such requirement and the proper operation and maintenance of this drainage system, and immediately notify Signature of any discharge;
- (ii) Permittee shall properly label all containers and shall not place or maintain open containers outside of the Space;
- (iii) Permittee shall cover all trash containers placed or maintained outside the Space.

26. **Compliance With Laws.** Each member of the Signature Group and the Permittee Group shall comply with all prevailing and applicable federal, state and local rules, regulations, orders, and laws of all jurisdictions having authority, including, but not limited to the Airport, FAA, TSA, in which the space is located.

27. **Brokers.** The Parties acknowledge that no broker was in any way involved consummating this Permit and that no conversations or prior negotiations were had with any broker. The indemnities in Paragraph 24, above, shall be applicable to claims by any broker for a brokerage commission arising out of this Permit.

28. **Notice.** Any notice or demand required under this Permit may be by personal service, courier, recognized overnight delivery service, United States mail (certified mail/postage prepaid only), or facsimile transmittal. Notices served by United States mail are deemed properly delivered effective the third (3rd) business day and personal service, courier delivery, or facsimile transmittal are deemed served at the time and date of receipt confirmation provided that such notice is addressed to the Permittee as set forth in the Basic Provisions.

29. **Default; Remedies.**

a. It shall be considered a "Default" pursuant to this Permit if (i) Permittee fails to make, within fourteen (14) calendar days of the date due (the "Grace Period"), payments of Aggregate Rent or any other payment required herein; (ii) Permittee shall fail to perform any non-monetary covenant herein, and such default shall continue for a period of thirty (30) days after receipt of written notice of the default from the non-defaulting Party, provided, however, that if such Default is not reasonably susceptible to cure within such thirty (30) day period, Permittee shall be permitted the reasonable additional time as may be required to pursue, through its best and most diligent efforts, the required corrective action, not to exceed an additional thirty (30) days (this subsection ii shall not apply to Permittee's failure to pay Aggregate Rent or to any Parties failure to comply with federal, state, local, or other law, statute, or regulation); (iii) Permittee shall cease to do business as a going concern; (iv) a petition is filed by or against Permittee under the Bankruptcy Act or any amendment thereto (including a petition for reorganization or an arrangement) or under any other debtor protection laws; (v) Permittee assigns its property for the benefit of creditors; (vi) Permittee assigns, transfers or encumbers this Permit without Signature's express and advance written authorization; or, (vii) there is a seizure of this Permit or the Space or any part thereof, upon execution or by other process of law directed against Permittee, or upon or subject to any creditor's attachment. The Grace Period referenced above with respect to monetary payments shall be revoked without further notice to Permittee in the event Permittee fails more than two (2) times to timely deliver any payment when due (regardless of cure) in any given consecutive twelve (12) month period.

b. In the event of any Default hereunder, Signature shall have the right to pursue any combination of the following remedies: (i) terminate this Permit (ii) remove the Aircraft from the Space and relocate the Aircraft to any location on the Ramp upon termination and without notice and Permittee hereby waives any right or claim to recover damages from Signature relating to such towing, removal, and relocation or storage on the Ramp; (iii) declare all Aggregate Rent and other amounts payable hereunder for the balance of the Term to be immediately due and payable; (iv) perform any of Permittee's obligations and Permittee shall reimburse Signature for any and all costs and expenses incurred, including attorneys' fees, plus an administrative fee equal to ten percent (10%) of such costs, with a minimum of \$100.00; (v) Signature may enter the Space and proceed to sell, in a commercially reasonable manner, all goods, chattels and personal property found to offset any portion of Aggregate Rent and outstanding additional payments and Permittee shall pay all costs and expenses incurred or chargeable to Signature as a result of such sale; (vi) Signature may, at Signature's sole option, alter or repair the Space as necessary in order to relet the entire or any part or parts of it either in Signature's name or otherwise on terms at Signature's option which may be less than or greater than the balance of Permittee's Term. No re-entry, alteration, repair or reletting shall be construed as Signature's election to terminate this Permit unless Signature has indicated otherwise. Permittee for Permittee's and Permittee's successors and assigns hereby irrevocably constitutes and appoints Signature as its agent to collect the rents due and to become due under any of Permittee's permit for the Space (or any parts thereof) without in any way affecting Permittee's obligation to pay any unpaid balance of Aggregate Rent due or to become due hereunder. In addition to the foregoing, Signature is entitled to all rights and remedies available to it at law or equity.

c. If either Party institutes an action to enforce its rights under this Permit, the prevailing Party shall be reimbursed by the other Party for its reasonable attorneys' fees in addition to any other recoverable damages.

d. If Signature shall fail to perform or observe any covenant or requirement of this Permit, and such failure continues for a period of thirty (30) days following receipt of written notice from Permittee of such failure (provided that such time period shall be reasonably extended for so long as Signature diligently prosecutes such cure), Permittee shall have the right to terminate this Permit by written notice to Signature.

e. Permittee agrees that any amounts outstanding beyond any grace or cure period set forth in this Permit shall bear interest at the rate of one and one-half percent (1.5%) per month of the delinquent amount, but in no event shall the foregoing exceed the maximum amount allowable by applicable law.

30. **Independent Contractor.** The relationship between the Parties shall be that of independent contractors for all purposes and in no event shall persons employed or retained by either Party be employees or agents of the other.

31. **Force Majeure.** Except for the payment of Aggregate Rent and any other sums due hereunder by Permittee, neither Party shall be liable for its failure to perform under this Permit or for any loss, injury, damage or delay of any nature that is caused by any act of God, act of terrorism, act of nature, fire, flood, wind storm, strike, labor dispute, riot, insurrection, war or any other cause beyond either Party's control, providing, however, should the force majeure continue for more than sixty (60) days, either Party may terminate this Permit upon ten (10) days written notice.

32. **Governing Law.** This Permit shall be construed, interpreted, and enforced in accordance with the laws of the state in which the Space is located.

33. **WAIVER OF JURY TRIAL.** THE PARTIES WAIVE THEIR RIGHT TO TRIAL BY JURY.

34. **Assignment and Subletting.** Permittee shall have no right to assign, transfer, mortgage, pledge, hypothecate or encumber this Permit or any interest herein or sublet the Space or any part thereof, or permit the use of the Space by any other party without Signature's prior written consent which may be withheld in its sole discretion. Signature's written consent to such a transaction shall not be deemed a release of Permittee from the obligations of this Permit, unless otherwise stated in writing by Signature. Any such contemplated assignment or subletting may further be subject to advance, written approval by the Authority. The use of the Space by any aircraft other than the Aircraft defined above shall be subject to Signature's prior written approval, which may be withheld in its sole discretion. Any such transactions in violation of the foregoing requirement shall be considered null and void and shall constitute an immediate Default, for which no cure period is available; provided however that the obligations of Permittee hereunder shall remain in full force and effect, including but not limited to the insurance, waiver and indemnification provisions, notwithstanding such a transaction or change of aircraft.
35. **Intentionally Omitted.**
36. **Self Service.** No right or privilege granted herein shall prevent any entity operating aircraft at the Airport from performing any services on its own Aircraft with its own regular employees; provided, however, such services shall be required to be performed in accordance with all applicable local, state and federal laws, including, without limitation, applicable fire codes and Environmental Laws and the rules and regulations of Signature and Permittee, provided that such rules and regulations shall be consistent with the FAA's regulations, advisory circulars and/or orders related to self service activities, including, without limitation, FAA Advisory Circular No. 150/5190-6, as now or hereafter amended.
37. **Intentionally Omitted.**
38. **Time of Essence.** Time is of the essence in this Permit.
39. **Amendment.** No amendment, modification or alteration of the terms of this Permit shall be binding unless it is in writing and executed by both Parties.
40. **Entire Agreement.** All Exhibits attached hereto are fully incorporated into the terms and conditions of this Permit. This Permit constitutes the entire agreement and all prior correspondence, memoranda, negotiations, or understandings (written or oral) and are merged into and superseded by this Permit, excepting the Parties' joint and several obligations under the Master Lease. This Permit shall be interpreted simply according to the plain meaning of its terms and not strictly for or against with Party regardless of which Party drafted it.
41. **Severability.** If any authority with proper jurisdiction determines that any provision is illegal, unenforceable, or invalid in whole or in part for any reason, all valid and enforceable provisions remain unaffected.
42. **Applicability.** The provisions of Paragraph 22 and Paragraph 24 shall bind Permittee and Signature with respect claims, losses, and damages arising with respect to the Space and all additional services performed by Signature with respect to the Permittee Group and its property (including the Aircraft) throughout the Base and at any other fixed base operation owned, operated, managed or controlled by Signature.
43. **Election of Remedies.** The Parties' rights and remedies are cumulative and in addition to all other rights and remedies at law and equity. No action initiated by either Party shall be construed or interpreted as a sole election of remedies and will in no way diminish, restrict, prejudice or otherwise waive any other rights or remedies.
44. **Authority Consent Required.** Permittee acknowledges that, pursuant to the provisions of the Master Lease, Signature may be required to obtain Authority's written consent to this Permit, and accordingly, if applicable, the obligations, understandings and commitments of the Parties as set forth herein are expressly subject to obtaining such Authority consent, which may be approved or denied at sole discretion of Authority.
45. **Estoppel Certificates.** Permittee shall, within fifteen (15) days after any written request from Signature, execute, acknowledge and deliver a statement certifying certain facts regarding this Permit, including but not limited to confirming the effectiveness of this Permit and the status of any defaults thereunder and/or such other matters as Signature may reasonably request. Any such statement may be relied upon by or as may be requested by Signature, its lenders, insurance carriers, auditors, and prospective purchasers. If Permittee shall fail to execute and return such statement within the time required herein, Permittee shall be deemed to have agreed with the matters set forth therein.
46. **Relocation.** Notwithstanding any provision of this Permit to the contrary, Signature shall have the right to temporarily relocate the Aircraft to reasonably similar space at the Base without notice to Permittee. Signature shall have the option to permanently relocate the Space upon thirty (30) days prior written notice to Permittee and at Signature's sole cost and expense. In the event Permittee objects to such permanent relocation, Permittee may elect to terminate this Permit by written notice delivered to Signature within fifteen (15) days of receipt of the foregoing notice from Signature with such termination effective upon the thirtieth (30<sup>th</sup>) day following said notice from Signature. In addition to the foregoing, Signature shall have the right, but not the obligation, to relocate any Aircraft which is not airworthy from the Space to another portion of the Base in Signature's sole discretion.
47. **Non-Waiver.** No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Permit shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
48. **No Waste.** Permittee shall not commit any waste upon the Space, or any nuisance or act which may disturb the quiet enjoyment of any other tenant of the Base.
49. **Inclement Weather.** In the event of any inclement weather (each event, a "Storm") Permittee hereby requests that Signature continue to store the Aircraft in the Hangar Space during the period that the Storm may strike or adversely affect the Hangar Space. In consideration of such storage, and notwithstanding any other agreement, lease or license, whether verbal or in writing, to the contrary, Permittee confirms that Permittee assumes all risk that the Aircraft may be damaged or destroyed by the effects of the Storm while in storage in the Hangar Space. Signature makes no warranties or representations of any kind that the Aircraft can be protected from the effects of the Storm. Permittee agrees to indemnify, hold harmless, release and defend Signature and the Signature Group from any and all Damages arising out of any effects of a Storm (including any losses based on Signature's negligence). Permittee shall be solely responsible for any such losses or it will look solely to its insurance coverage. Permittee waives all rights of subrogation for itself and its insurance carriers.

Remainder of page intentionally left blank.

**Exhibit A**  
**Third Party Vendor Release ("Release")**

Operation ("FBO") at \_\_\_\_\_ d/b/a SIGNATURE FLIGHT SUPPORT ("Signature"), which maintains a Fixed Base entity, ("Vendor") at \_\_\_\_\_ Airport, \_\_\_\_\_ ("Airport"), by its execution hereof, hereby authorizes the following person or entity, ("Vendor"), to enter the FBO premises on a temporary basis, consistent with the terms and conditions hereinafter stated.

1. **Vendor.** The name, address, and telephone number of the Vendor are as follows:

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Service provided ("Service"): \_\_\_\_\_

2. **Services To Be Performed.** Vendor shall enter Signature's Premises for the sole purpose of performing Service at the request of Signature or its customer, Permittee, tenant, Aircraft owner, pilot or other designated representative. Vendor shall be authorized only to perform the Service noted above and only in the area(s) designated for such Service by local Signature management. Vendor expressly agrees that at no time shall its activities infringe upon the or its customers' ability to operate aircraft or use Signature's leasehold, including, but not limited to, ingress and egress from the FBO, offices, shops, ramps or parking lots.

3. **Compliance With Laws.** Vendor represents that it shall adhere to the prevailing and applicable rules of the Airport, Federal Aviation Administration ("FAA"), and the Transportation Security Administration ("TSA").

4. **Indemnification.** Vendor agrees to indemnify, defend and hold harmless Signature and the Airport, their respective officers, directors, agents and employees and Signature's parent, subsidiary, related and affiliated companies from and against any and all liabilities, damages, injuries, losses, claims, fines, penalties or judgments, of any kind whatsoever (including those arising from third parties), including all costs, attorneys' fees, and expenses incidental thereto, which may be suffered by, or charged to, Signature by reason of any loss of or damage to any property or injury to or death of any person arising out of or by reason of any breach, violation or non-performance by Vendor or its agents, servants, consultants, contractors, subcontractors, licensees or employees of any covenant or condition of this Release or by any act or failure to act or negligence of such persons.

5. **Insurance.** Before commencing Services, Vendor shall evidence the following types and amounts of insurance:

i. **Liability - Airport Premises**

(1) Commercial general Combined single limit \$5,000,000 per occurrence, products and completed operations

(2) Motor vehicle Combined single limit \$5,000,000 per occurrence

i. This coverage is conditionally waived if Vendor does not have a motor vehicle that is both (1) registered in its name and (2) driven on Signature's ramp. If Vendor subsequently registers a vehicle in its name and drives on the ramp, the waiver shall be automatically revoked and Vendor shall obtain the requisite coverage.

(3) Environmental / pollution Combined Single Limit \$5,000,000 per occurrence.

(a) This coverage shall be conditionally waived if this Release does not include the maintenance of aircraft. This conditional waiver shall be automatically revoked and Vendor shall obtain the requisite coverage if this Release is later amended to add aircraft maintenance or if Vendor commences, without amendment, performance of aircraft maintenance in the Space.

ii. **Worker's Compensation & Employer's Liability**

(1) Worker's compensation

The greater of \$500,000 or as required by statute

(2) Employer's liability

\$500,000 each occurrence for bodily injury by accident

\$500,000 each occurrence for bodily injury by disease

\$500,000 aggregate policy limit

**Special Provisions For Certificates of Insurance:** All such required liability insurance, except (1) motor vehicle, (2) worker's compensation, and (3) employer's liability shall name (exactly as set forth in quotations) "Signature Flight Support Corporation, its parent, subsidiary, related, and affiliated companies and the Authority" as additional insureds. If the required liability policies do not contain a standard separation of insured provision, they shall be endorsed to provide cross liability coverage. All required insurance policies, except (1) motor vehicle, (2) worker's compensation, and (3) employer's liability shall contain a waiver of subrogation in favor of "Signature Flight Support Corporation, its parent, subsidiary, related, and affiliated companies and the Authority". All required insurance policies shall be evidenced by certificates of insurance that provide at least thirty (30) days advance written notice of any cancellation or changes adverse to the interests of Signature or its subsidiaries. Minimum insurance amounts stated shall not be lowered without express written consent of Signature. Higher insurance limits may be required by the Airport, in which case, the Airport's limits shall supersede the limits stated above.

**VENDOR ACKNOWLEDGES THAT ITS POTENTIAL LIABILITY IS NOT LIMITED TO THE AMOUNT OF ANY LIABILITY INSURANCE COVERAGE OR TO INSURANCE POLICY LIMITS REQUIRED IN THIS RELEASE.**

Piedmont Hawthorne Aviation, LLC,  
d/b/a Signature Flight Support

Vendor:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_