

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: January 15, 2019

☒ Consent ☐ Regular
☐ Workshop ☐ Public Hearing

Submitted By: Department of Airports

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: Two (2) Consent to Sublease (Consent) documents for Jet Aviation Associates, Ltd. (Jet Aviation), for Palm Beach International Airport (PBI).

1. Consent for Jet Aviation and Clay Lacy Aviation, effective 10/1/2018.
2. Consent for Jet Aviation and Jet Genius Holdings, Inc., effective 11/12/2018.

Summary: Jet Aviation provides fixed base operator services at PBI pursuant to a Lease Agreement (R-99-2239) with the County. The Lease Agreement provides for the sublease of space subject to the County's consent. Delegation of authority for execution of the standard County agreements above was approved by the BCC in R-94-1453. Countywide (AH)

Background and Justification: N/A

Attachments:

Two (2) Consent to Sublease documents (1 of each) for Jet Aviation

Recommended By:


Department Director

12/17/18
Date

Approved By:


County Administrator

12/28/18
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	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u><u>\$-0-</u></u>	<u><u>\$-0-</u></u>	<u><u>\$-0-</u></u>	<u><u>\$-0-</u></u>	<u><u>\$-0-</u></u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No X

Does this item include the use of federal funds? Yes _____ No X

Budget Account No: Fund 4100 Department 120 Unit _____ RSource _____
Reporting Category _____

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

There is no direct fiscal impact for the attached Receive and File Consent to Sublease documents. The County leases property at PBI, under Fixed Base Operator Lease Agreements, to Jet Aviation who in turn sublease the property. This agenda item only deals with subleases which the County has no direct interest.

C. Departmental Fiscal Review: cm Simon

III. REVIEW COMMENTS

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

Delegated Review 12/26/18
OFMB
12/26
SP 12/21

John J. Jan 12/27/18
Contract Dev. and Control

B. Legal Sufficiency:

Chloe Delgant 12-28-18
Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 11/17

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

CONSENT TO SUBLEASE

PALM BEACH COUNTY, a political subdivision of the State of Florida, the "COUNTY", by and through its Department of Airports, under that certain Lease Agreement with **Jet Aviation Associates, Ltd.** (the "LESSEE"), dated November 23, 1999 (R-99-2239), as amended (the "Lease Agreement"), hereby consents to LESSEE entering into a Sublease Agreement dated October 1, 2018, (the "Sublease") with Clay Lacy Aviation, (the "SUBLESSEE") for the sublease of certain premises contained within the leasehold of LESSEE under the Lease Agreement.

Notwithstanding any provision of the Sublease to the contrary, the COUNTY hereby rejects any such provision in the Sublease, if any, which gives a greater right to the SUBLESSEE than that which the LESSEE has and, further, the COUNTY rejects any provision of the Sublease which purports to give the SUBLESSEE a right or interest in the premises independent of the LESSEE's Lease Agreement with the COUNTY. It is the express intent of the COUNTY in giving its consent that any forfeiture, loss, or termination of the LESSEE's Lease Agreement shall automatically terminate any sublease of the premises. In giving its consent to sublease the premises, Palm Beach County does not in any manner adopt, accept, or approve the terms of the Sublease or alter the terms of the Sublease.

It is the COUNTY's intent that the LESSEE shall remain liable to COUNTY for all rights and obligations contained in its Lease Agreement with the COUNTY.

DEC 10 2018

APPROVED this ____ day of _____ 20__, by the County Administrator or the Director of the Department of Airports on behalf of and pursuant to the authority granted by the Board of County Commissioners.

By: _____

Title: _____

Director of Airports

Approved as to Form and Legal
Sufficiency:

By: _____

County Attorney

FACILITY TENANT AGREEMENT

This **FACILITY TENANT AGREEMENT** (the "Agreement"), dated as of October 1, 2018 is entered into by and between Jet Aviation Associates, Ltd., a Florida limited partnership ("Jet Aviation"), and Clay Lacy Aviation ("Customer").

WHEREAS, Customer wishes to have Jet Aviation store the Aircraft, as hereinafter defined, at the facility operated by Jet Aviation at Palm Beach International Airport (the "Facility");

WHEREAS, at the Facility, Jet Aviation sells aircraft fuel, maintains hangars for the storage of aircraft, leases office space, and provides certain other services to aircraft operators; and

WHEREAS, Jet Aviation desires to provide to Customer, and Customer desires to receive from Jet Aviation, aircraft hangar space and/or office space, and certain products and services concerning the Aircraft.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Hangar Space; Office Space;

- a. Jet Aviation hereby leases to Customer on the terms and conditions hereinafter stated, and Customer hereby leases from Jet Aviation on such terms and conditions, certain Hangar Space and Office Space in the building commonly known as one of the five hangars (the "Hangar"), all as more fully described below.
- b. As used in this Agreement, "Aircraft" means the Global 6000, Serial Number 9808, Tail Number TBA, or any replacement aircraft which Customer may from time to time substitute therefore for purposes of this Agreement; provided, however, that such substituted aircraft shall not be larger than the aircraft for which it is being substituted.
- c. As used in this Agreement, "Office Space" means the approximately 896 rentable square feet of space located in the Hangar known as office suite MW117.
- d. Jet Aviation shall provide Customer with sufficient space to store the Aircraft within the hangar (the "Hangar Space").
- e. Jet Aviation shall, at its expense, provide all utilities for the Hangar Space and Office Space, including but not limited to water, wastewater, sewer, electricity, natural gas, propane, solar, non-hazardous waste disposal, heat, and air conditioning but excluding telephones and communication equipment.

Customer shall have the right to install telephones and other communication equipment in the Office Space at its expense. Office cleaning services and security services are not included.

- f. Customer shall obtain written approval from Jet Aviation prior to commencing any modification of existing office ceilings, wall boundaries or electrical and plumbing.
- g. Jet Aviation shall afford Customer access to the Hangar Space and the Office Space seven (7) days per week and twenty-four (24) hours per day.
- h. Jet Aviation shall, at its expense, repair and maintain the Hangar in good condition including its structural and non-structural components. In addition, Jet Aviation will be responsible for removal of garbage and refuse from the common areas.
- i. In the event Jet Aviation is required to close its operations at the Facility for reasons associated with terror attacks, high security lock downs, war or similar events, Customer acknowledges that advance notice to Jet Aviation for facility access by Customer may be required.
- j. Customer is required to apply for, and upon approval, receive an Authorized Airport Identification Badge, to be worn at all times and displayed prominently, while on Jet Aviation property.

2. Term

- a. This Agreement shall commence on October 1, 2018 (the "Effective Date") and shall have an initial term of three (3) years (the "Initial Term"). Upon the expiration of the Initial Term, this Agreement shall renew automatically for consecutive two (2) year terms (each, a "Renewal Term," and the Initial Term together with any Renewal Terms, the "Term") unless either party notifies the other party of its intent not to renew the Agreement at least ninety (90) days prior to the expiration of the Initial Term or Renewal Term then in effect.
- b. This Agreement will automatically terminate upon the termination or expiration of the Lease Agreement between Palm Beach County and Jet Aviation (the "Lease Agreement") or as otherwise expressly directed in writing by Palm Beach County, and no damages, monies or compensation will be owed to Customer by Jet Aviation.
- c. This Agreement will terminate within sixty (60) days of written notice by CLA to Jet Aviation. Termination may be a result of the aircraft being sold or the termination of the Dry Lease and/or Services Agreement between Customer and the Aircraft's owner (the "CLA Agreement") or as otherwise expressly

directed in writing by Palm Beach County, and no damages, monies or compensation will be owed to Jet Aviation by Customer beyond that point.

- c. Jet Aviation or Customer may terminate this Agreement upon written notice to the other after the occurrence of any Event of Default (as defined in Section 10) that is not cured within the applicable cure period, if any, provided in Section 11 of this Agreement, or termination or expiration of the Lease Agreement or CLA Agreement, or as otherwise expressly directed in writing by Palm Beach County. Upon any such termination, Customer shall remove all of Customer's property from the Hangar Space and Office Space and pay to Jet Aviation all undisputed outstanding fees and other charges due and owing Jet Aviation under this Agreement on or before the effective date of termination. If Customer should fail to vacate the Hangar Space or Office Space within such period, Jet Aviation may, to the extent permitted by applicable law, peaceably enter upon the Hangar Space and Office Space and remove Customer's property without further notice, demand or court proceeding and without liability to Customer, except for damage or loss incurred solely from Jet Aviation's negligence or willful misconduct. Jet Aviation shall be under no duty or obligation to store or maintain any of Customer's property at any time and shall not be liable to Customer for any damage to or destruction of such property. If Jet Aviation stores the property, Customer shall be liable to Jet Aviation for the reasonable costs and expenses of transportation and storage.

3. **Payment**

- a. Customer shall pay to Jet Aviation a security deposit equal to one month's rent on or prior to the Commencement Date, which shall be applied toward any amounts owed by Customer to Jet Aviation at the termination or expiration of this Agreement or any damages to the office and/or hangar space
- b. Customer shall pay Jet Aviation on or prior to the first day of each month per the rate schedule below:

Effective:	October, 2018
Office Space:	\$2060.00
Hangar Space:	\$9000.00
Security Fee:	\$100.00
Total:	\$11,160.00 plus FL state tax

- c. Customer, upon payment of the rentals and performance of the covenants on Customer's part to be performed, shall and may peaceably and quietly have, hold and enjoy the Hangar Space and Office Space during the Term of this Agreement.

- d. In consideration of the payments referred to in Section 3.b., Customer shall also have the right to use free of charge the following services and amenities at the Facility:
 - (i) Jet Aviation's services in moving the Aircraft pursuant to Section 4 or as requested by Customer;
 - (ii) Ramp space to temporarily park the Aircraft;
 - (iii) A reasonable number of automotive parking spaces existing as of the original date of this Agreement; and
 - (iv) The common areas including halls, lobbies, delivery passages, drinking fountains, public toilets and the like.
- e. The amounts payable by Customer pursuant to Section 3.b. above shall increase automatically on February 14 of each year by the greater of four percent (4%) or the change in the Consumer Price Index for All Urban Consumers for Miami-Ft. Lauderdale ("CPI-U") for the previous twelve (12) months for which the CPI-U has been published. Notwithstanding the above, in the event that an increase of rent is imposed upon Jet Aviation by Palm Beach County or its designated agent, then Jet Aviation shall, upon providing written notice and evidence of such increase to Customer, pass on proportionally the increase to Customer. Any such increase shall be in addition to all other amounts payable by Customer pursuant to this Agreement.

4. Movement of the Aircraft

- a. The Aircraft shall only be moved by Jet Aviation's trained personnel, or by the joint efforts of Jet Aviation and Customer, as hereinafter specifically provided.
- b. If the efficient operation of the Hangar requires that the Aircraft be temporarily moved or parked within the Hangar or on the adjoining ramp, then Jet Aviation shall coordinate its plans with the Customer's crew or maintenance personnel in order to minimize disruption and excessive movement of the Aircraft.
- c. Jet Aviation shall move the Aircraft by towing only. No employee of Jet Aviation shall enter the Aircraft, except with the written or oral consent of an authorized Customer employee (except in the case of an emergency, in which case no notice or consent is required). The Aircraft shall only be moved to the extent necessary for the efficient operation of the Hangar, or as requested by Customer.

5. Use of the Hangar

- a. This Agreement allows Customer's employees to use an area of the Hangar, designated by Jet Aviation from time to time, for the purpose of storing the Aircraft.
- b. Except as otherwise provided herein, Customer is prohibited from using the Hangar Space, the Office Space or any portion of the Facility for any purpose other than aforementioned including, without limitation, commercial activity.
- c. Customer shall not cause or permit the Hangar Space or the Office Space to be used in any way (i) which constitutes (or would constitute) a violation of any law, ordinance, or governmental regulation or order, or (ii) which unreasonably interferes with the rights of any other users of the Facility, or (iii) which constitutes a nuisance or waste.
- d. Customer's rights granted herein are subject and subordinate to the terms and conditions of the Lease Agreement. Nothing in this Agreement shall create or purport to create any obligations of Palm Beach County to Customer, and Palm Beach County shall be deemed an intended third party beneficiary of this Agreement.
- e. Customer shall keep and maintain the Hangar Space and the Office Space and every part thereof in good and clean condition and in accordance with reasonable rules or regulations established by Jet Aviation or Palm Beach County from time to time during the Term of this Agreement (see Schedule 1 attached). Customer shall not make any alterations or additions to the Hangar Space or the Office Space without first obtaining Jet Aviation's written permission and shall return occupancy at the termination of this Agreement in the same and in as good condition as exists on the date of this Agreement, reasonable wear and tear, damage by fire or casualty and modifications expressly approved by Jet Aviation excepted.

6. Fuel

- a. During the Term of this Agreement, Customer shall purchase from Jet Aviation at the Facility, and Jet Aviation shall sell to Customer at the Facility, all of Customer's requirements for Jet-A fuel for the Aircraft while at Palm Beach International Airport.
- b. Customer must pay with a Phillips 66 co-branded Avcad (or equivalent, is such card should change during the Term). If customer pays with any other card, Jet Aviation has the right to increase the fuel cost by \$0.15 per gallon.

- c. Jet Aviation agrees to sell Jet-A fuel to Customer at a price of \$0.85 per gallon above Jet Aviation's cost.
- d. In the event a fuel spill occurs during the refueling of Customer Aircraft that is caused by Jet Aviation's negligence, or refueling equipment failure, Jet Aviation will be responsible for fuel spill cleanup costs incurred. Customer will be responsible for fuel cleanup costs and hazardous waste disposal charges that result from any fuel spill from Customer's Aircraft that results from failure of aircraft systems or components during refueling or fuel transfer.

7. Maintenance

- a. Subject to the provisions hereinafter set forth, Customer may conduct or cause to be conducted general maintenance on its Aircraft while in the Hangar. Customer may only use the maintenance support of its own employees or agents.
- b. Aircraft maintenance activities performed in the Hangar shall be limited to include minor due cards, troubleshooting, minor component replacements, post flights, preflight, servicing and the like, provided such activities can be conducted in a manner that is non-intrusive to neighboring tenants, does not impose on hangar operations, or effect the cleanliness and image of the Facility. Customer shall indemnify, defend and hold harmless Jet Aviation from and against any and all claims or liability arising out of aircraft maintenance activities performed by Customer or by any employee, contractor (except for Jet Aviation) or customer of Customer, except to the extent such claims or liability result solely from the gross negligence or willful misconduct of Jet Aviation.
- c. Customer agrees not to contract or otherwise permit third parties to perform aircraft cleaning in the Facility without prior permission from Jet Aviation's FBO Manager.
- d. Upon request by an authorized representative of Customer, Jet Aviation will provide Customer with aircraft cleaning services at the current posted hourly retail rate. Invoices will be payable within fifteen (15) days from the date of invoice, unless other arrangements are agreed to for specific work.
- e. Jet Aviation shall dispose of all hazardous waste generated by Customer in its maintenance of the Aircraft pursuant to the maintenance activities of the Customer's employees in the Hangar, and Customer shall reimburse Jet Aviation for its reasonable and documented out-of-pocket expenses incurred in disposing of such hazardous waste. Customer shall abide by Jet Aviation's policies and all applicable laws and regulations regarding temporary storage and disposal of hazardous waste, and shall also notify Jet Aviation of the

quantities thereof, and their location. Customer shall indemnify, defend and hold harmless Jet Aviation from any and all claims or liability arising out of any disposal of hazardous waste generated from the Hangar Space or the Office Space by Customer or by any employee, contractor (other than Jet Aviation) or customer of Customer, except to the extent such claims or liability result solely from the gross negligence or willful misconduct of Jet Aviation.

- f. Customer employees and guests shall abide by safety regulations imposed by federal and local authorities, including but not limited to the use of goggles and hearing protectors, and their proper use shall not be the responsibility of Jet Aviation. Jet Aviation shall be held harmless and without obligation for any and all damage or injury caused by the negligent utilization of the Hangar Space or Office Space and equipment therein by Customer or Customer's employees and guests.
- g. Customer will mark all ground equipment/maintenance equipment owned or leased by Customer "**For CUSTOMER NAME use only**". Customer will ensure all aircraft parts/materials removed or to be installed by Customer and left unattended within the Hangar are tagged, with each tag identifying the part as belonging to Customer and for Customer's use only.

8. Insurance

- a. Customer shall, at its expense, carry and maintain in full force and effect, with an insurer acceptable to Jet Aviation, the following insurance coverages:
 - (i) Aviation General Liability Insurance (including Premises, Contractual, Fire Legal and War Liability). Such insurance shall be in an amount not less than fifty million dollars (\$50,000,000) Combined Single Limit each occurrence and in the aggregate as respects War Liability. Fire Legal sub-limit of at least \$500,000.
 - (ii) Aircraft Liability insurance for bodily injury / property damage including passengers, Damage to Aircraft Hangars and their content, and War Liability with a combined single limit each occurrence of not less than fifty million dollars (\$50,000,000) and in the aggregate as respects War Liability. Damage to Aircraft Hangars and their content sub-limit of at least \$2,000,000.
 - (iii) All Risk Hull insurance (including Hull War) for the Aircraft in the amount of the agreed value of such Aircraft, including a waiver of subrogation in favor of Jet Aviation and its parent company Jet Aviation Holdings USA, Inc. and their respective officers, agents, employees or affiliates.

- (iv) Automobile liability insurance to a minimum limit of one million dollars (\$1,000,000) per occurrence for all of Customer's owned, non-owned or hired vehicles operating on or proximate to the Facility.
 - (v) Workers' compensation insurance in an amount no less than required by law, and employers liability insurance in the amount of one million dollars (\$1,000,000). Coverage shall include a waiver of subrogation by the insurers and Customer in favor of Jet Aviation.
- b. Any insurance policy carried by Customer in accordance with Section 8.a., and any insurance policy taken out in substitution or replacement therefore, shall:
 - (i) except with respect to Workers' Compensation, designate Jet Aviation and, if requested by Jet Aviation, the Port Authority, as Additional Insured;
 - (ii) provide that, if (1) such policy is canceled for any reason, or (2) any substantial change is made in the coverage thereunder that adversely affects the interests of Jet Aviation, or (3) such policy is allowed to lapse or be canceled for non-payment of premium, any such cancellation, substantial change in coverage or lapse shall not become effective until thirty (30) days, or in the event of non-payment of premium, ten (10) days advance notice in writing to Jet Aviation;
 - (iii) be primary insurance without the right of contribution from any insurance carried by Jet Aviation;
 - (iv) provide that Jet Aviation shall have no obligation or liability for premiums, assessment, or calls in connection with such insurance policy; and
- c. Within thirty (30) days after execution and delivery of this Agreement, Customer shall deliver to Jet Aviation certificates of insurance, issued by Customer insurer in form acceptable to Jet Aviation, evidencing the coverage referred to in Sections 8.a. and b. Each such certificate shall indicate the date and number of the policy, the exact name of the insured thereon, and the coverage thereunder applicable to the Aircraft. Certificates will be issued at each subsequent renewal as long as agreement is in effect.
- e. Customer waives any claims it may have against Jet Aviation, its officers, agents, employees or affiliates for any loss or damage to the Aircraft except to the extent caused by negligence or intentional or willful misconduct of Jet

Aviation, its affiliates or their respective officers, agents, employees or affiliates.

9. Destruction of Premises

- a. If the Hangar Space or Office Space (collectively, the "Premises") are damaged or destroyed, in whole or in part, by fire, casualty, or acts of God or the public enemy, Jet Aviation may, at its option, give notice to Customer within sixty (60) days after such damage or destruction terminating this Agreement as of the date specified in such notice, which date shall be no less than thirty (30), nor more than sixty (60), days after the giving of such notice. In the event of giving such notice, this Agreement shall expire on the date specified in such notice and the payments pursuant to Section 3 a. shall be paid up to the date of such damage or destruction. If Jet Aviation does not exercise its option to give such notice, it shall restore the Premises to a tenantable condition promptly, but in any event not later than two hundred seventy (270) days after the aforementioned damage or destruction.
- b. Until the Premises are restored to a tenantable condition, the fees hereinbefore provided shall abate entirely if the entire Premises are rendered untenable, or if only a part is rendered untenable, the fees shall abate pro rata for the portion rendered untenable; provided, however, that Customer shall have no obligation to make any pro rata payment unless Customer can, in its judgment, safely store the Aircraft in that portion of the Hangar Space remaining in a tenantable condition and can conduct normal operations in that portion of the Office Space remaining in a tenantable condition.
- c. Notwithstanding the foregoing, if the Premises are damaged or destroyed as a result of the negligence, omission, or willful act of Customer, its agents, representatives, employees, guests or invitees, then in that event there shall be no abatement of the fees. Furthermore, Customer shall be responsible for the restoration of the Premises to their original condition to the extent that any damage thereto is caused by the sole negligence, omission or willful act, of Customer.

10. Events of Default

- a. An "Event of Default" will occur if either party:
 - (i) Fails to make any payments required to be made to the other party under the terms of this Agreement on or prior to the date such payments shall become due and payable;

- (ii) Fails to perform any of the material terms, covenants, or conditions contained in this Agreement required to be performed by such party; or
- (iii) Becomes insolvent or bankrupt or makes an assignment for the benefit of creditors.

11. Curing an Event of Default

- a. If any one or more Events of Default by Jet Aviation or Customer shall occur and be continuing, the other party may give notice pursuant to Section 14 to the party in default specifying such Event of Default and stating that this Agreement shall terminate on a specified date, which date shall be at least thirty (30) days after the date of giving such notice, unless such Event of Default shall have been cured by such date;
- b. Notwithstanding the provisions of Section 11.a., if any Event of Default is of such a nature that the same cannot reasonably be cured within said thirty (30) day period, and failure to cure the same within such period will not have an immediate adverse effect upon Customer, Jet Aviation or the Aircraft, then if the party in default shall have diligently commenced the curing of such Event of Default during said thirty (30) day period, the party in default shall have an additional fifteen (15) days, for a total of not more than forty-five (45) days to cure the Event of Default.
- c. If the Event of Default is non-payment of any amounts due Jet Aviation by Customer under this Agreement, then Jet Aviation may terminate this Agreement by giving Customer notice of termination fifteen (15) days prior thereto, unless such Event of Default shall have been cured within such fifteen (15) days.
- d. If, after the periods specified in Sections 11.a., b. or c. have expired, the Event of Default shall still be continuing, this Agreement shall then automatically terminate. The non-defaulting party shall retain all of its rights to take action against the defaulting party, whether in law or in equity.

12. Force Majeure

Neither party nor any of its officers or directors shall be liable for, nor shall they, or any of them, be deemed in default under this Agreement on account of any failure or delay in performance (other than payments required under this Agreement and the requirements relating to the maintenance of insurance) due to causes beyond their control. Said causes include, but are not limited to, delays due to strikes, acts of God, fires, flood, the actions of the United States Government or any other

government or agency thereof, both foreign and domestic, or the failure to receive essential parts or services from suppliers.

13. Illegality

Notwithstanding anything in this Agreement to the contrary, if Customer is unable to use the Hangar Space or Office Space because the use thereof as contemplated by this Agreement is in violation of any federal, state or municipal law or regulation, and if Jet Aviation cannot cure such violation within thirty (30) days of notice of such violation Customer may terminate this Agreement immediately upon written notice to Jet Aviation and the charges payable by Customer under this Agreement to Jet Aviation shall be proportionately paid up to the earlier of (i) the date of termination or (ii) the date Customer is unable to use any such Hangar Space or Office Space for the purposes contemplated by this Agreement.

14. Notices

All notices, demands, or other communications to be delivered or given hereunder shall be in writing and shall be deemed to be duly given upon personal delivery, PDF or confirmed facsimile or nationally-utilized overnight delivery service, as follows:

If to Customer:

If to Jet Aviation:

Mr. John Langevin
VP – FBO Services
Jet Aviation Associates, Ltd.
Palm Beach International Airport
1515 Perimeter Road
West Palm Beach, FL 33406

Either party may change the address to which such communications are to be directed to it and the person to whose attention such communications are to be delivered, by giving notice to the other party in the manner provided in this Section 14.

15. Entire Agreement; Amendment

- a. This Agreement contains the entire agreement and understanding between the parties hereto in respect of the subject matter contained herein and supersedes all prior agreements, arrangements and understandings relating to such subject matter.
- b. This Agreement may be amended, superseded or canceled, and any of the terms thereof may be waived, only by a written instrument specifically stating that it amends, supersedes or cancels this Agreement or waives any of the

terms hereof, executed by a corporate officer of each of the parties, or in the case of a waiver, by the corporate officer of the party waiving compliance.

16. Waivers

The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce same. No waiver by any party of any condition, or of any breach of any term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation or warranty.

17. Certain Interpretive Matters

- a. Section headings contained in this Agreement are for convenient reference only, and shall not in any way affect the meaning or interpretation of this Agreement.
- b. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- c. No provision of this Agreement shall be interpreted in favor of, or against, either party hereto by reason of the extent to which any such party or its legal counsel participated in the drafting thereof or by reason of the extent to which such provision is inconsistent with any prior draft of this Agreement.
- d. The words "herein," "hereof," "hereto," "hereunder" and words of similar import refer to this Agreement.
- e. The term "Agreement" as used herein shall mean this Agreement and Exhibit A attached hereto.

18. Assignment; Successors

Neither this Agreement nor the rights and obligations hereunder may be assigned or transferred in any manner by any party without the express written consent of the other party. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

19. Confidentiality

All financial terms and conditions including the payments to be made by Customer to Jet Aviation pursuant to this Agreement are considered confidential information by Jet Aviation and Customer and each party agrees to keep such information confidential, except as may be required to obtain legal, tax, or other relevant counsel or to the contrary by any applicable law, rule or regulation.

20. Applicable Law/Venue

This Agreement shall be construed and governed in accordance with the laws of the State of Florida without regard to its conflict of laws principles, and the parties agree and consent to exclusive venue and jurisdiction in the state and federal courts of Florida. THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR ANY REASON.

21. Waiver of Jury Trial

The parties hereby knowingly, voluntarily and intelligently waive their rights to a jury trial in any action, suit or proceeding relating to, arising under or in connection with this agreement and any other document, agreement or instrument executed and delivered in connection with the foregoing. THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR ANY REASON.

22. Limitation of Liability/Exclusion of Punitive and Consequential Damages

Notwithstanding any provision of this agreement to contrary, under no circumstances shall either party be liable to the other (i) for any punitive, exemplary or other special damages arising under or relating to this agreement or the subject matter hereof, (ii) for any indirect, incidental or consequential damages (including without limitation loss of use, income, profits or anticipated profits, business or business opportunity, savings, data, or business reputation) arising under or relating to this agreement or the subject matter hereof, regardless of whether such damages are based in contract, breach of warranty, tort, negligence or any other theory, and regardless of whether such party has been advised of, knew of, or should have known of the possibility of such damages. THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR ANY REASON.

23. Indemnification

- a. To the extent permitted by law, Customer shall defend, indemnify, and hold harmless Jet Aviation and its affiliates, and its and their respective employees, officers, directors and agents, from and against all claims, demands, suits, actions or other proceedings brought by third parties ("Claims"), and from and against all damages, payments made in settlement, and other liability payable to such third parties, and all costs and expenses incurred (including reasonable attorneys'

fees), as a result of such Claims (collectively, "Losses"), to the extent such Claims: (i) arise out of or are or were caused by Customer's breach of its obligations under this Agreement or (ii) arise out of or are or were caused by Customer's negligence or misconduct. THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR ANY REASON.

- b. To the extent permitted by law, Jet Aviation shall defend, indemnify, and hold harmless Customer and its affiliates, and its and their respective employees, officers, directors and agents, from and against all Claims, and from and against all Losses, to the extent such Claims: (i) arise out of or are or were caused by Jet Aviation's breach of its obligations under this Agreement or (ii) arise out of or are or were caused by Jet Aviation's negligence or misconduct. THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR ANY REASON.

24. Severability

- a. The provisions of this Agreement shall be deemed independent and severable and the invalidity, partial invalidity or unenforceability of any one provision or portion of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.
- b. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall as to such jurisdiction be ineffective to the extent of such prohibition or unenforceability and any prohibition or unenforceability in any particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

25. Attorneys Fees

If either party hereto receives a judgment or award in its favor against the other party hereto in any litigation or proceeding concerning this Agreement, the prevailing party shall be entitled to reimbursement from the other party of its reasonable attorneys' fees and other costs and expenses incident to such litigation or proceeding.

26. Property Rights

Nothing in this Agreement shall be construed or deemed to construe a grant of an interest in real property or to convey an estate or to vest property rights in Customer, nor shall this Agreement or its performance be interpreted to create a landlord/tenant, partnership, agency, joint venture, bailment, trust or fiduciary relationship between Jet Aviation and Customer.

27. Radon Gas

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

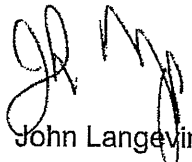
28. True Up Clause

During the pendency of this Lease Agreement and any extensions thereof, Customer hereby agrees that, in consideration of Jet Aviation's offered lease rental rate set forth in this Agreement, it shall: (1) purchase a minimum of 60,000 gallons of fuel from Jet Aviation each calendar year commencing on October 1, 2018 ("the Commencement Date") or a pro rata share if the Commencement Date does not occur on January 1. In the event that Customer fails to purchase at least 60,000 gallons in any calendar year or the pro rata share, Customer agrees to pay Jet Aviation an amount equal to 0.85 cents for each gallon that Customer is short of the 60,000 gallon minimum requirement. Jet Aviation has the exclusive right in its sole discretion to waive this True Up requirement; and (2) if arriving at an airfield at which Jet Aviation and its global affiliates have an FBO, Customer shall purchase its fuel from the Jet Aviation FBO facility.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day first above written.

Jet Aviation Associates, Ltd.

By: 
Name: John Langevin
Title: VP – FBO Services


Date: 10/30/2018

WITNESS

By:
Name:

Date:

CUSTOMER

By: 
Name: Joe Barber
Title: VP of Fleet Development

Date: 10/4/18, yet effective 10/1/18

WITNESS

By:
Name:

Date:

SCHEDULE 1
RULES AND REGULATIONS

These guidelines are not all-inclusive and may be modified or added to at any time by Jet Aviation provided such guidelines are reasonable, uniformly applied and do not modify any provision of the Agreement.

1. Storage lockers situated in a hangar are to be acquired through Jet Aviation to ensure uniformity in color and size. These lockers shall be on casters to allow moving for cleaning purposes. Storage lockers will be limited to two (2) per aircraft one (1) per helicopter based in the hangar.
2. All Aircraft support equipment is to be secured and stored inside each tenant shop when not in use and at the end of the workday. This includes power carts, jacks, toolboxes and parts. Work stands and other equipment too large for the shops will be stored in a designated area of the hangars and the use of that space shall be charged to Customer.
3. A clean work area is the responsibility of Customer. It is Jet Aviation's intention to maintain a high degree of cleanliness at all times. All spills and debris are to be contained and cleaned by Customer immediately.
4. No vehicles are permitted in the hangar or other restricted areas, other than Jet Aviation-owned tugs for repositioning aircraft and forklift operations as necessary.
5. All radio and music reproduction equipment is banned from the hangar floor. Customer may play music inside of its shop or office space at a reasonable volume level so long as it is not audible in other offices or on the hangar floor.
6. Customer shall not block open any hangar access doors or fire doors.
7. All of Customer's employees, agents, independent contractors and invitees shall obtain and display proper identification in accordance with prevailing regulations of the airport for all areas of the Facility where required. All costs incurred in obtaining such required identification badge authorizations or endorsements shall be borne wholly by Customer.
8. Customer is not permitted to store or maintain hazardous or toxic materials and/or regulated substances as defined by state and federal environmental regulations on or in the hangar space or office space (with the exception of fuel and oil on board an aircraft as well as cleaning solvents, used for cleaning parts and accessories, provided that storage of such solvents will be in containers that meet the specifications, if any, of the applicable guidelines and regulations) without prior authorization from Jet Aviation which may be withheld at Jet Aviation's reasonable discretion. In the event of a hazardous or toxic material spill, Customer shall notify Jet Aviation immediately. Customer shall be responsible for the proper handling of all hazardous or toxic materials and/or regulated substances generated by Customer, its employees, agents, independent contractors and invitees, as a result of its and their use of the hangar space and office space and/or contiguous common areas. Storage, handling, removal and disposal of all such hazardous materials and/or regulated substances shall be accomplished by Jet Aviation in accordance with Local, State and Federal guidelines and regulations and Customer shall reimburse Jet Aviation for its out of pocket expenses.

CONSENT TO SUBLEASE

PALM BEACH COUNTY, a political subdivision of the State of Florida, the "COUNTY", by and through its Department of Airports, under that certain Lease Agreement with **Jet Aviation Associates, Ltd.** (the "LESSEE"), dated November 23, 1999 (R-99-2239), as amended (the "Lease Agreement"), hereby consents to LESSEE entering into a Sublease Agreement dated November 12, 2018, (the "Sublease") with Jet Genius Holdings, Inc., (the "SUBLESSEE") for the sublease of certain premises contained within the leasehold of LESSEE under the Lease Agreement.

Notwithstanding any provision of the Sublease to the contrary, the COUNTY hereby rejects any such provision in the Sublease, if any, which gives a greater right to the SUBLESSEE than that which the LESSEE has and, further, the COUNTY rejects any provision of the Sublease which purports to give the SUBLESSEE a right or interest in the premises independent of the LESSEE's Lease Agreement with the COUNTY. It is the express intent of the COUNTY in giving its consent that any forfeiture, loss, or termination of the LESSEE's Lease Agreement shall automatically terminate any sublease of the premises. In giving its consent to sublease the premises, Palm Beach County does not in any manner adopt, accept, or approve the terms of the Sublease or alter the terms of the Sublease.

It is the COUNTY's intent that the LESSEE shall remain liable to COUNTY for all rights and obligations contained in its Lease Agreement with the COUNTY.

APPROVED this ____ day of DEC 10 2018 20__, by the County Administrator or the Director of the Department of Airports on behalf of and pursuant to the authority granted by the Board of County Commissioners.

By: _____
Title: _____

Director of Airports

Approved as to Form and Legal
Sufficiency:

By: _____

County Attorney

FACILITY TENANT AGREEMENT

This **FACILITY TENANT AGREEMENT** (the "Agreement"), dated as of November 12, 2018 is entered into by and between Jet Aviation Associates, Ltd., a Florida limited partnership ("Jet Aviation"), and Jet Genius Holdings, Inc. ("Customer").

WHEREAS, Customer wishes to have Jet Aviation provide Office Space, as hereinafter defined, at the facility operated by Jet Aviation at Palm Beach International Airport (the "Facility");

WHEREAS, at the Facility, Jet Aviation sells aircraft fuel, maintains hangars for the storage of aircraft, leases office space, and provides certain other services to aircraft operators; and

WHEREAS, Jet Aviation desires to provide to Customer, and Customer desires to receive from Jet Aviation, office space, and certain products and services concerning the Aircraft.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Office Space:

- a. Jet Aviation hereby leases to Customer on the terms and conditions hereinafter stated, and Customer hereby leases from Jet Aviation on such terms and conditions, certain Office Space, as more fully described below.
- b. Intentionally Omitted
- c. As used in this Agreement, "Office Space" means the approximately 412 rentable square feet of space located on the 2nd floor, suite T213, with an address of 1515 Perimeter Road, West Palm Beach, FL, 33406.
- d. Intentionally Omitted
- e. Jet Aviation shall, at its expense, provide all utilities for the Office Space, including but not limited to heat and air conditioning but excluding telephones and communication equipment. Customer shall have the right to install telephones and other communication equipment in the Office Space at its expense. Office cleaning services and security services are not included.
- f. Customer shall obtain written approval from Jet Aviation prior to commencing any modification of existing office ceilings, wall boundaries or electrical and plumbing.

- g. Jet Aviation shall afford Customer access to the Office Space seven (7) days per week and twenty-four (24) hours per day.
- h. Jet Aviation shall, at its expense, repair and maintain the Office Space in good condition including its structural and non-structural components. In addition, Jet Aviation will be responsible for removal of garbage and refuse from the common areas.
- i. In the event Jet Aviation is required to close its operations at the Facility for reasons associated with terror attacks, high security lock downs, war or similar events, Customer acknowledges that advance notice to Jet Aviation for facility access by Customer may be required.
- j. Customer is required to apply for, and upon approval, receive an Authorized Airport Identification Badge, to be worn at all times and displayed prominently, while on Jet Aviation property.

2. Term

- a. This Agreement shall commence on December 1st 2018 (the "Effective Date") and shall have an initial term of 1 (one) years (the "Initial Term"). Upon the expiration of the Initial Term, this Agreement shall renew automatically for consecutive one (1) year terms (each, a "Renewal Term," and the Initial Term together with any Renewal Terms, the "Term") unless either party notifies the other party of its intent not to renew the Agreement at least ninety (90) days prior to the expiration of the Initial Term or Renewal Term then in effect.
- b. This Agreement will automatically terminate upon the termination or expiration of the Lease Agreement between Palm Beach County and Jet Aviation (the "Lease Agreement") or as otherwise expressly directed in writing by Palm Beach County, and no damages, monies or compensation will be owed to Customer by Jet Aviation.
- c. Jet Aviation may terminate this Agreement upon written notice to Customer after the occurrence of any Event of Default (as defined in Section 10) by Customer that is not cured within the applicable cure period, if any, provided in Section 11 of this Agreement, or termination or expiration of the Lease Agreement, or as otherwise expressly directed in writing by Palm Beach County. Upon any such termination, Customer shall remove all of Customer's property from the Office Space and pay to Jet Aviation all undisputed outstanding fees and other charges due and owing Jet Aviation under this Agreement on or before the effective date of termination. If Customer should fail to vacate the Office Space within such period, Jet Aviation may, to the extent permitted by applicable law, peaceably enter upon the Office Space and remove Customer's property without further notice, demand or court

proceeding and without liability to Customer. Jet Aviation shall be under no duty or obligation to store or maintain any of Customer's property at any time and shall not be liable to Customer for any damage to or destruction of such property. If Jet Aviation stores the property, Customer shall be liable to Jet Aviation for the costs and expenses of transportation and storage.

3. Payment

- a. Customer shall pay to Jet Aviation a security deposit equal to one month's rent on or prior to the Commencement Date.
- b. Customer shall pay Jet Aviation on or prior to the first day of each month per the rate schedule below:

Effective: December 1st, 2018

Office Space: [REDACTED]

Security Fee: [REDACTED]

Total: [REDACTED]

- c. Customer, upon payment of the rentals and performance of the covenants on Customer's part to be performed, shall and may peaceably and quietly have, hold and enjoy the Office Space during the Term of this Agreement.
- d. In consideration of the payments referred to in Section 3.b., Customer shall also have the right to use free of charge the following services and amenities at the Facility:
 - (i) A reasonable number of automotive parking spaces existing as of the original date of this Agreement; and
 - (ii) The common areas including halls, lobbies, delivery passages, drinking fountains, public toilets and the like.
- e. The amounts payable by Customer pursuant to Section 3.b. above shall increase automatically on January 1st of each year by the greater of four percent (4%) or the change in the Consumer Price Index for All Urban Consumers for Miami-Ft. Lauderdale ("CPI-U") for the previous twelve (12) months for which the CPI-U has been published. Notwithstanding the above, in the event that an increase of rent is imposed upon Jet Aviation by Palm Beach County or its designated agent, then Jet Aviation shall pass on proportionally the increase to Customer. Any such increase shall be in addition to all other amounts payable by Customer pursuant to this Agreement.

4. Intentionally Omitted

5. **Use of the Office Space**

a. Intentionally Omitted

b. Except as otherwise provided herein, Customer is prohibited from using the Office Space or any portion of the Facility for any purpose other than aforementioned including, without limitation, commercial activity.

c. Customer shall not cause or permit the Office Space to be used in any way (i) which constitutes (or would constitute) a violation of any law, ordinance, or governmental regulation or order, or (ii) which unreasonably interferes with the rights of any other users of the Facility, or (iii) which constitutes a nuisance or waste.

d. Customer's rights granted herein are subject and subordinate to the terms and conditions of the Lease Agreement. Nothing in this Agreement shall create or purport to create any obligations of Palm Beach County to Customer, and Palm Beach County shall be deemed an intended third party beneficiary of this Agreement.

e. Customer shall keep and maintain the Office Space and every part thereof in good and clean condition and in accordance with reasonable rules or regulations established by Jet Aviation or Palm Beach County from time to time during the Term of this Agreement (see Schedule 1 attached). Customer shall not make any alterations or additions to the Office Space without first obtaining Jet Aviation's written permission and shall return occupancy at the termination of this Agreement in the same and in as good condition as exists on the date of this Agreement, reasonable wear and tear, damage by fire or casualty and modifications expressly approved by Jet Aviation excepted.

6. Intentionally Omitted

7. Intentionally Omitted

8. **Insurance**

- a. Customer shall, at its expense, carry and maintain in full force and effect, with an insurer acceptable to Jet Aviation, the following insurance coverages:
- (i) Aviation General Liability Insurance (including Premises, Contractual, Fire Legal and War Liability). Such insurance shall be in an amount not less than two million dollars (\$2,000,000) Combined Single Limit each occurrence and in the aggregate as respects War Liability. Fire Legal sub-limit of at least \$500,000.
 - (ii) Automobile liability insurance to a minimum limit of one million dollars (\$1,000,000) per occurrence for all of Customer's owned, non-owned or hired vehicles operating on or proximate to the Facility.
 - (iii) Workers' compensation insurance in an amount no less than required by law, and employers liability insurance in the amount of one million dollars (\$1,000,000). Coverage shall include a waiver of subrogation by the insurers and Customer in favor of Jet Aviation.
 - (iv) Property insurance covering any loss or damage to customer's personal property (including customer's leasehold improvements) in the amount of the full replacement cost thereof.
- b. Any insurance policy carried by Customer in accordance with Section 8.a., and any insurance policy taken out in substitution or replacement therefore, shall:
- (i) except with respect to Workers' Compensation, designate Jet Aviation and, if requested by Jet Aviation, the Port Authority, as Additional Insured;
 - (ii) provide that, if (1) such policy is canceled for any reason, or (2) any substantial change is made in the coverage thereunder that adversely affects the interests of Jet Aviation, or (3) such policy is allowed to lapse or be canceled for non-payment of premium, any such cancellation, substantial change in coverage or lapse shall not become effective until thirty (30) days, or in the event of non-payment of premium, ten (10) days advance notice in writing to Jet Aviation;
 - (iii) be primary insurance without the right of contribution from any insurance carried by Jet Aviation;
 - (iv) provide that Jet Aviation shall have no obligation or liability for premiums, assessment, or calls in connection with such insurance policy; and

- c. Within thirty (30) days after execution and delivery of this Agreement, Customer shall deliver to Jet Aviation certificates of Insurance, issued by Customer insurer in form acceptable to Jet Aviation, evidencing the coverage referred to in Sections 8.a. and b. Each such certificate shall indicate the date and number of the policy, the exact name of the insured thereon, and the coverage thereunder applicable to the Aircraft. Certificates will be issued at each subsequent renewal as long as agreement is in effect.
- e. Customer waives any claims it may have against Jet Aviation, its officers, agents, employees or affiliates for any loss or damage to the Aircraft except to the extent caused by negligence or intentional or willful misconduct of Jet Aviation, its affiliates or their respective officers, agents, employees or affiliates.

9. Destruction of Office Space

- a. If the Office Space is damaged or destroyed, in whole or in part, by fire, casualty, or acts of God or the public enemy, Jet Aviation may, at its option, give notice to Customer within sixty (60) days after such damage or destruction terminating this Agreement as of the date specified in such notice, which date shall be no less than thirty (30), nor more than sixty (60), days after the giving of such notice. In the event of giving such notice, this Agreement shall expire on the date specified in such notice and the payments pursuant to Section 3 a. shall be paid up to the date of such damage or destruction. If Jet Aviation does not exercise its option to give such notice, it shall restore the Office Space to a tenantable condition promptly, but in any event not later than two hundred seventy (270) days after the aforementioned damage or destruction.
- b. Until the Office Space is restored to a tenantable condition, the fees hereinbefore provided shall abate entirely if the entire Office Space is rendered untenable, or if only a part is rendered untenable, the fees shall abate pro rata for the portion rendered untenable; provided, however, that Customer shall have no obligation to make any pro rata payment unless Customer can, in its judgment, conduct normal operations in that portion of the Office Space remaining in a tenantable condition.
- c. Notwithstanding the foregoing, if the Office Space is damaged or destroyed as a result of the negligence, omission, or willful act of Customer, its agents, representatives, employees, guests or invitees, then in that event there shall be no abatement of the fees. Furthermore, Customer shall be responsible for the restoration of the Office Space to its original condition to the extent that any damage thereto is caused by the sole negligence, omission or willful act, of Customer.

10. Events of Default

- a. An "Event of Default" will occur if either party:
- (i) Fails to make any payments required to be made to the other party under the terms of this Agreement on or prior to the date such payments shall become due and payable;
 - (ii) Fails to perform any of the material terms, covenants, or conditions contained in this Agreement required to be performed by such party; or
 - (iii) Becomes insolvent or bankrupt or makes an assignment for the benefit of creditors.

11. Curing an Event of Default

- a. If any one or more Events of Default by Jet Aviation or Customer shall occur and be continuing, the other party may give notice pursuant to Section 14 to the party in default specifying such Event of Default and stating that this Agreement shall terminate on a specified date, which date shall be at least thirty (30) days after the date of giving such notice, unless such Event of Default shall have been cured by such date;
- b. Notwithstanding the provisions of Section 11.a., if any Event of Default is of such a nature that the same cannot reasonably be cured within said thirty (30) day period, and failure to cure the same within such period will not have an immediate adverse effect upon Jet Aviation, then if the party in default shall have diligently commenced the curing of such Event of Default during said thirty (30) day period, the party in default shall have an additional fifteen (15) days, for a total of not more than forty-five (45) days to cure the Event of Default.
- c. If the Event of Default is non-payment of any amounts due Jet Aviation by Customer under this Agreement, then Jet Aviation may terminate this Agreement by giving Customer notice of termination fifteen (15) days prior thereto, unless such Event of Default shall have been cured within such fifteen (15) days.
- d. If, after the periods specified in Sections 11.a., b. or c. have expired, the Event of Default shall still be continuing, this Agreement shall then automatically terminate. The non-defaulting party shall retain all of its rights to take action against the defaulting party, whether in law or in equity.

12. Force Majeure

Neither party nor any of its officers or directors shall be liable for, nor shall they, or any of them, be deemed in default under this Agreement on account of any failure or delay in performance (other than payments required under this Agreement and the requirements relating to the maintenance of insurance) due to causes beyond their control. Said causes include, but are not limited to, delays due to strikes, acts of God, fires, flood, the actions of the United States Government or any other government or agency thereof, both foreign and domestic, or the failure to receive essential parts or services from suppliers.

13. Illegality

Notwithstanding anything in this Agreement to the contrary, if Customer is unable to use the Hangar Space or Office Space because the use thereof as contemplated by this Agreement is in violation of any federal, state or municipal law or regulation, and if Jet Aviation cannot cure such violation within thirty (30) days of notice of such violation Customer may terminate this Agreement immediately upon written notice to Jet Aviation and the charges payable by Customer under this Agreement to Jet Aviation shall be proportionately paid up to the earlier of (i) the date of termination or (ii) the date Customer is unable to use any such Hangar Space or Office Space for the purposes contemplated by this Agreement.

14. Notices

All notices, demands, or other communications to be delivered or given hereunder shall be in writing and shall be deemed to be duly given upon personal delivery, PDF or confirmed facsimile or nationally-utilized overnight delivery service, as follows:

~~If to Customer:~~

**Jordan Brown
5355 Mira Sorrento Pl. Ste. 265
San Diego, CA 92121**

If to Jet Aviation:

**Mr. John Langevin
VP – FBO Services
Jet Aviation Associates, Ltd.
Palm Beach International Airport
1515 Perimeter Road
West Palm Beach, FL 33406**

Either party may change the address to which such communications are to be directed to it and the person to whose attention such communications are to be delivered, by giving notice to the other party in the manner provided in this Section 14.

15. Entire Agreement; Amendment

- a. This Agreement contains the entire agreement and understanding between the parties hereto in respect of the subject matter contained herein and supersedes all prior agreements, arrangements and understandings relating to such subject matter.
- b. This Agreement may be amended, superseded or canceled, and any of the terms thereof may be waived, only by a written instrument specifically stating that it amends, supersedes or cancels this Agreement or waives any of the terms hereof, executed by a corporate officer of each of the parties, or in the case of a waiver, by the corporate officer of the party waiving compliance.

16. Waivers

The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce same. No waiver by any party of any condition, or of any breach of any term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation or warranty.

17. Certain Interpretive Matters

- a. Section headings contained in this Agreement are for convenient reference only, and shall not in any way affect the meaning or interpretation of this Agreement.
- b. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- c. No provision of this Agreement shall be interpreted in favor of, or against, either party hereto by reason of the extent to which any such party or its legal counsel participated in the drafting thereof or by reason of the extent to which such provision is inconsistent with any prior draft of this Agreement.
- d. The words "herein," "hereof," "hereto," "hereunder" and words of similar import refer to this Agreement.
- e. The term "Agreement" as used herein shall mean this Agreement and Exhibit A attached hereto.

18. Assignment; Successors

Neither this Agreement nor the rights and obligations hereunder may be assigned or transferred in any manner by any party without the express written consent of the other party. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

19. Confidentiality

All financial terms and conditions including the payments to be made by Customer to Jet Aviation pursuant to this Agreement are considered confidential information by Jet Aviation and Customer and each party agrees to keep such information confidential, except as may be required to the contrary by any applicable law, rule or regulation.

20. Applicable Law/Venue

This Agreement shall be construed and governed in accordance with the laws of the State of Florida without regard to its conflict of laws principles, and the parties agree and consent to exclusive venue and jurisdiction in the state and federal courts of Florida. THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR ANY REASON.

21. Waiver of Jury Trial

The parties hereby knowingly, voluntarily and intelligently waive their rights to a jury trial in any action, suit or proceeding relating to, arising under or in connection with this agreement and any other document, agreement or instrument executed and delivered in connection with the foregoing. THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR ANY REASON.

22. Limitation of Liability/Exclusion of Punitive and Consequential Damages

Notwithstanding any provision of this agreement to contrary, under no circumstances shall either party be liable to the other (i) for any punitive, exemplary or other special damages arising under or relating to this agreement or the subject matter hereof, (ii) for any indirect, incidental or consequential damages (including without limitation loss of use, income, profits or anticipated profits, business or business opportunity, savings, data, or business reputation) arising under or relating to this agreement or the subject matter hereof, regardless of whether such damages are based in contract, breach of warranty, tort, negligence or any other theory, and regardless of whether such party has been advised of, knew of, or should have known of the possibility of such damages. THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR ANY REASON.

23. Indemnification

To the extent permitted by law, Customer shall defend, indemnify, and hold harmless Jet Aviation and its affiliates, and its and their respective employees, officers, directors and agents, from and against all claims, demands, suits, actions or other proceedings brought by third parties ("Claims"), and from and against all damages, payments made in settlement, and other liability payable to such third parties, and all costs and expenses incurred (including reasonable attorneys' fees), as a result of such Claims (collectively, "Losses"), to the extent such Claims: (i) arise out of or are or were caused by Customer's breach of its obligations under this Agreement or (ii) arise out of or are or were caused by Customer's negligence or misconduct. THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR ANY REASON.

24. Severability

- a. The provisions of this Agreement shall be deemed independent and severable and the invalidity, partial invalidity or unenforceability of any one provision or portion of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.
- b. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall as to such jurisdiction be ineffective to the extent of such prohibition or unenforceability and any prohibition or unenforceability in any particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

25. Attorneys Fees

If either party hereto receives a judgment or award in its favor against the other party hereto in any litigation or proceeding concerning this Agreement, the prevailing party shall be entitled to reimbursement from the other party of its reasonable attorneys' fees and other costs and expenses incident to such litigation or proceeding.

26. Property Rights

Nothing in this Agreement shall be construed or deemed to construe a grant of an interest in real property or to convey an estate or to vest property rights in Customer, nor shall this Agreement or its performance be interpreted to create a landlord/tenant, partnership, agency, joint venture, bailment, trust or fiduciary relationship between Jet Aviation and Customer.

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

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day first above written.

Jet Aviation Associates, Ltd.

By:

Name: John Langevin

Title: VP – FBO Services

Date:

11/20/2018

WITNESS

By:

Name: MARGARITA DORFMAN

Date: 11/20/2018

Jet Genius Holdings, Inc.

By:

Name: Jordan Brown

Title: Partner

Date:

11-13-18

WITNESS

By:

Name:

Anna De Si

Date:

11/13/18

SCHEDULE 1 RULES AND REGULATIONS

These guidelines are not all-inclusive and may be modified or added to at any time by Jet Aviation provided such guidelines are reasonable, uniformly applied and do not modify any provision of the Agreement.

1. Storage lockers situated in a hangar are to be acquired through Jet Aviation to ensure uniformity in color and size. These lockers shall be on casters to allow moving for cleaning purposes. Storage lockers will be limited to two (2) per aircraft one (1) per helicopter based in the hangar.
2. All Aircraft support equipment is to be secured and stored inside each tenant shop when not in use and at the end of the workday. This includes power carts, jacks, toolboxes and parts. Work stands and other equipment too large for the shops will be stored in a designated area of the hangars and the use of that space shall be charged to Customer.
3. A clean work area is the responsibility of Customer. It is Jet Aviation's intention to maintain a high degree of cleanliness at all times. All spills and debris are to be contained and cleaned by Customer immediately.
4. No vehicles are permitted in the hangar or other restricted areas, other than Jet Aviation-owned tugs for repositioning aircraft and forklift operations as necessary.
5. All radio and music reproduction equipment is banned from the hangar floor. Customer may play music inside of its shop or office space at a reasonable volume level so long as it is not audible in other offices or on the hangar floor.
6. Customer shall not block open any hangar access doors or fire doors.
7. All of Customer's employees, agents, independent contractors and invitees shall obtain and display proper identification in accordance with prevailing regulations of the airport for all areas of the Facility where required. All costs incurred in obtaining such required identification badge authorizations or endorsements shall be borne wholly by Customer.
8. Customer is not permitted to store or maintain hazardous or toxic materials and/or regulated substances as defined by state and federal environmental regulations on or in the hangar space or office space (with the exception of fuel and oil on board an aircraft as well as cleaning solvents, used for cleaning parts and accessories, provided that storage of such solvents will be in containers that meet the specifications, if any, of the applicable guidelines and regulations) without prior authorization from Jet Aviation which may be withheld at Jet Aviation's reasonable discretion. In the event of a hazardous or toxic material spill, Customer shall notify Jet Aviation immediately. Customer shall be responsible for the proper handling of all hazardous or toxic materials and/or regulated substances generated by Customer, its employees, agents, independent contractors and invitees, as a result of its and their use of the hangar space and office space and/or contiguous common areas. Storage, handling, removal and disposal of all such hazardous materials and/or regulated substances shall be accomplished by Jet Aviation in accordance with Local, State and Federal guidelines and regulations and Customer shall reimburse Jet Aviation for its out of pocket expenses.