





**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 as of **March 1, 2020**, (the "Sublease") with **Central Romana Corporation, Ltd.**, (the "SUBLESSEE") for the sublease of certain premises contained within the leasehold of LESSEE under the Lease Agreement.

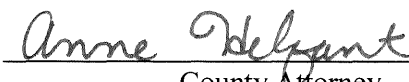
Notwithstanding any provision of the Sublease to the contrary, the COUNTY hereby rejects any such provision in the Sublease, if any, which gives a greater right to the SUBLESSEE than that which the LESSEE has and, further, the COUNTY rejects any provision of the Sublease which purports to give the SUBLESSEE 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 08 2020** 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:  *RW*  
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 01 March, 2020 is entered into by and between Jet Aviation Associates, Ltd., a Florida limited partnership ("Jet Aviation"), and Central Romana Corporation, Ltd. ("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 140 Sq ft rentable square feet of space located at T104, with an address of 1515 Perimeter Road, West Palm Beach, Florida 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 March 1, 2020 (the "Effective Date") and shall have an initial term of one (1) year (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 sixty (60) 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:	March 1, 2020
Office Space:	<u>\$440.00</u>
<b>Total:</b>	<b>\$440.00 + FL state tax</b>

- 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;
  - (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 2, 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**

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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 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) Intentionally Omitted
  - (iii) Intentionally Omitted
  - (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) 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.
- d. Jet Aviation waives any claims it may have against Customer , its officers, agents, employees or affiliates for any loss or damage to the Office Space except to the extent caused by negligence or intentional or willful misconduct



of Customer, 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.



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, each party shall defend, indemnify, and hold harmless the other party 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 a party's breach of its obligations under this Agreement or (ii) arise out of or are or were caused by a party'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**

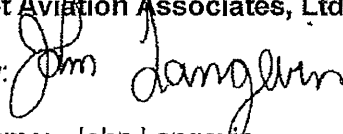
Nothing in this Agreement shall be construed or deemed to construe a grant of an interest in real property or to convey an estate or to vest property rights in Customer, nor shall this Agreement or its performance be interpreted to create a landlord/tenant, partnership, agency, joint venture, bailment,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

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.**

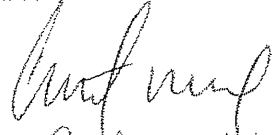
By: 

Date: 4/21/2020

Name: John Langevin

Title: VP – FBO Services

**WITNESS**

By:   
Name: Cathy Moore.

Date: 4/21/20.

**Central Romana Corporation**

By: 

Date: April 24, 2020

Name: Stephen Polk

Title: Director of Aviation

**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.