

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</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 _____

(71)

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

No fiscal impact.

C. Departmental Fiscal Review:

Debbie Duncan

III. REVIEW COMMENTS

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

Steve Manta 8/4/21
 OFMB 8-3-21
 (u) 8/4/21

Dr. J. Hawley 8/11/21
 Contract Dev. and Control
 8-11-21 TW

B. Legal Sufficiency:

[Signature] 8/12/21
 Assistant County Attorney
 For: A. [Signature]

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 for Fixed Based Operator with Signature Flight Support, LLC f/k/a Signature Flight Support Corporation (the "LESSEE"), dated September 30, 2004 (R-2004-1990), as amended (the "Lease Agreement"), hereby consents to LESSEE entering into a Space Permit Agreement dated June 1, 2021, (the "Sublease") with **Big Sky Aviation 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 14 day of July 2021, 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: zw Laura Burke
Title: Director of Airports

Approved as to Form and Legal
Sufficiency:

By: /s/ Anne Helfant
County Attorney

OK June 1, 2021 **SPACE PERMIT**

"Effective Date": December 1st, 2020

"Signature": Signature Flight Support LLC, a Delaware limited liability company

"Permittee": Big Sky Aviation Inc., a Florida Corporation

"Master Lease": Signature and Palm Beach County ("Authority") entered into a lease ("Master Lease") for certain land (the "Base") at the Palm Beach International Airport in West Palm Beach, FL ("Airport").

"Base Rent": The monthly Base Rent shall be:

Building Name	Space Type (Hangar/T-Hangar) (Office/Shop/Ramp)	Rentable Square Feet	Suite Number	Monthly Base Rent
Hangar C	Hangar	11,000		\$13,750.00
	Ramp	As needed / coordinated with Signature		
Hangar C	Shop	662	South side	\$762.00
Hangar C	Office	1,678	South side	\$3,524.00
Additional Monthly "Facility Charge"				
CAM Charge				\$1,443.00
TOTAL MONTHLY BASE RENT				\$19,478.00

¹ Charge is based on Permittee's proportionate share of actual reimbursable expenses from immediately preceding year and is subject to annual adjustment.

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

"Hangar Space" (listed above) means the dedicated, exclusive use of hangar deck space in the Hangar listed above for the purpose of storing and conducting maintenance on "Aircraft" (defined below).

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

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

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

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

Aircraft Make	Aircraft Model	Tail Number	Serial Number
Mix of aircraft for MX purposes	All identified by MX tag	-	-

"Term": This Space Permit ("Permit") shall be for an initial term, commencing upon the earlier of the Effective Date ("Effective Date") or the date on which Permittee actually took occupancy of the Space and expiring November 30, 2025 ("Term").

"Security Deposit": \$38,956.00

Addresses for Notices:

If to Signature:
Signature Flight Support LLC
Attention: General Counsel
13485 Veterans Way, Suite 600
Orlando, Florida 32827
Facsimile: (407) 648-7352

With a copy to:
Signature Flight Support LLC
Attention: Manager, Contracts
13485 Veterans Way, Suite 600
Orlando, Florida 32827
Facsimile: (407) 648-7352

And

Signature Flight Support LLC
Attention: General Manager
1500 Perimeter Road
West Palm Beach, FL 33406

If to Permittee:
Big Sky Aviation, INC.
Address: 1516 Perimeter Road
West Palm Beach, FL 33406
Attention: **Bryan Garner**
Cell: 561-632-2571
Email: bigskypbi@hotmail.com

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

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

Signature Flight Support LLC
By: *Chris Rosenstiel*
Printed Name: Chris Rosenstiel
Title: GM Sr. VP East
Date: Dec 4/2021

Big Sky Aviation, INC.
By: *J. Bryan Garner*
Printed Name: J. Bryan Garner
Title: VP/GM
Date: _____

Witness: *Lisa Hay*
Printed Name: Lisa Hay

Witness: *Tracy Garner*
Printed Name: Tracy Garner

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 for Fixed Based Operator with Signature Flight Support, LLC f/k/a Signature Flight Support Corporation (the "LESSEE"), dated September 30, 2004 (R-2004-1990), as amended (the "Lease Agreement"), hereby consents to LESSEE entering into a Space Permit Agreement with an effective date of February 1, 2021, (the "Sublease") with Skyline Group MC (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 17 day of July 2021, 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: *Lana Bube*
Title: Director of Airports

Approved as to Form and Legal Sufficiency:

By: */s/ Anne Helant*
County Attorney

SPACE PERMIT

"Effective Date": 2/1/2021

"Signature" Signature Flight Support LLC, a Delaware limited liability company:

"Permittee": Skyline Group MC

"Master Lease": Signature and Palm Beach County ("Authority") entered into a lease ("Master Lease") for certain land (the "Base") at the Palm Beach International Airport in West Palm Beach, FL ("Airport").

"Base Rent": The monthly Base Rent shall be:

Building Name	Space Type (Hangar/T-Hangar) (Office/Shop/Ramp)	Rentable Square Feet	Suite Number	Monthly Base Rent
Hangar	Hangar	2934		\$900.00
Hangar	Hangar	1775		\$600.00
Additional Monthly "CAM Charge" N315NG				\$72.00
Additional Monthly "CAM Charge" N85VZ				\$48.00
Monthly Landing Fee N315NG				\$21.53
Monthly Landing Fee N85VZ				\$15.00
TOTAL MONTHLY BASE RENT				\$1656.53

¹ Charge is based on Permittee's proportionate share of actual reimbursable expenses from immediately preceding year and is subject to annual adjustment.

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

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

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

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

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

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

Aircraft Make	Aircraft Model	Tail Number	Serial Number
(1) Pilatus	PC-12	N315NG	1315
(2) Socata	TBM 940	N85VZ	1353
(3)			
(4)			
(5)			
(6)			

"Term": This Space Permit ("Permit") shall be for an initial term, commencing upon the earlier of the Effective Date ("Effective Date") or the date on which Permittee actually took occupancy of the Space and expiring 1/31/2022 ("Term").

"Security Deposit": \$ 3000.00

Addresses for Notices:

Addresses for Notices:

If to Signature:
Signature Flight Support LLC
Attention: General Counsel
13485 Veterans Way, Suite 600
Orlando, Florida 32827
Email: legalnotices@signatureaviation.com

With a copy to:
Signature Flight Support LLC
Attention: Manager, Contracts
13485 Veterans Way, Suite 600
Orlando, Florida 32827
Email: legalnotices@signatureaviation.com

And

Signature Flight Support LLC
Attention: Chris Rosensteel
1500 Perimeter Road
West Palm Beach, FL 33406

If to Permittee:
Address: 1131 Arabian Road
Warrington, PA 18975

Attention: Andres Morales
Work: 267-280-7031
Email: andres@skylinergroupmc.com

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

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

Signature

Skyline Group MC

By: *Chris Rosensteel*
Printed Name: Chris Rosensteel
Title: GM

By: *Andres Morales*
Printed Name: Andres Morales
Title: Executive

Witness: *Jacqueline Arzysinda*
Printed Name: Jacqueline Arzysinda
Date: 2/18/2021

Witness: *Jacqueline Arzysinda*
Printed Name: Jacqueline Arzysinda
Date: 2/18/2021

SPACE PERMIT
GENERAL TERMS AND CONDITIONS

1. **Basic Provisions.** The Basic Provisions preceding these General Terms and Conditions are incorporated herein and binding upon Signature and Permittee. For purposes of this Permit, Signature and Permittee may from time to time be referred to individually as a "Party" and collectively as the "Parties."

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 for Fixed Based Operator with Signature Flight Support, LLC f/k/a Signature Flight Support Corporation (the "LESSEE"), dated September 30, 2004 (R-2004-1990), as amended (the "Lease Agreement"), hereby consents to LESSEE entering into a Space Permit Agreement with an effective date of March 1, 2021, (the "Sublease") with Talon Air (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 14 day of July 2021, 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 Lana Burke*
Title: Director of Airports

Approved as to Form and Legal Sufficiency:

By: */s/ Anne Helfant*
County Attorney

SPACE PERMIT

"Effective Date": 3/1/2021

"Signature" Signature Flight Support LLC, a Delaware limited liability company:

"Permittee" Talon Air

"Master Lease": Signature and Joe Mullings ("Authority") entered into a lease ("Master Lease") for certain land (the "Base") at the Palm Beach International Airport in West Palm Beach, Florida ("Airport").

"Base Rent": The monthly Base Rent shall be:

Building Name	Space Type (Hangar/T-Hangar) (Office/Shop/Ramp)	Rentable Square Feet	Suite Number	Monthly Base Rent
Hangar A	Stock Locker	72x48x24	A5	\$110.00
Additional Monthly "Facility Charge"				
Additional Monthly "CAM Charge" ¹				\$12.00
TOTAL MONTHLY BASE RENT				\$122.00

¹ Charge is based on Permittee's proportionate share of actual reimbursable expenses from immediately preceding year and is subject to annual adjustment.

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

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

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

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

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

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

Aircraft Make	Aircraft Model	Tail Number	Serial Number
(1)			
(2)			
(3)			
(4)			
(5)			
(6)			

"Term": This Space Permit ("Permit") shall be for an initial term, commencing upon the earlier of the Effective Date ("Effective Date") or the date on which Permittee actually took occupancy of the Space and expiring 2/28/2022 ("Term").

"Security Deposit": \$ 220.00

Permittee Initials: *PC*
Signature Initials: *[Handwritten Signature]*

Addresses for Notices:

If to Signature:
Signature Flight Support
Attention: General Counsel
13485 Veterans Way, Suite 600
Orlando, Florida 32827
Email: legalnotices@signatureaviation.com

With a copy to:
Signature Flight Support LLC
Attention: Manager, Contracts
13485 Veterans Way, Suite 600
Orlando, Florida 32827
Email: legalnotices@signatureaviation.com

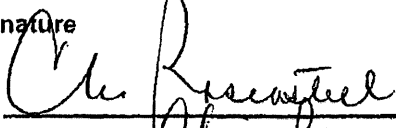
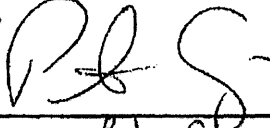
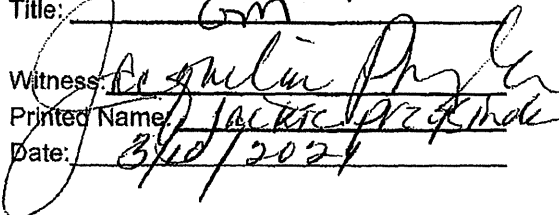
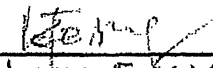
And

Signature Flight Support LLC
Attention: Chris Rosensteel
1500 Perimeter Road West Palm Beach, FL 33406

If to Permittee:
Anthony Ferrara
7110 Republic Airport
Farmingdale, NY 11735
Email: AFerrara@talonairjets.com
Phone: 631-753-8881

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

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

Signature	Talon Air
By: <u></u>	By: <u></u>
Printed Name: <u>Chris Rosensteel</u>	Printed Name: <u>Peter Cipriano</u>
Title: <u>GM</u>	Title: <u>CEO</u>
Witness: <u></u>	Witness: <u></u>
Printed Name: <u>Jacqueline Proctor</u>	Printed Name: <u>KEVIN FENG</u>
Date: <u>3/10/2021</u>	Date: <u>3/10/2021</u>

SPACE PERMIT
GENERAL TERMS AND CONDITIONS

1. **Basic Provisions.** The Basic Provisions preceding these General Terms and Conditions are incorporated herein and binding upon Signature and Permittee. For purposes of