

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</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 _____

(Handwritten initials)

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

No fiscal impact.

C. Departmental Fiscal Review:

(Handwritten signature: Deborah Duncan)

III. REVIEW COMMENTS

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

(Handwritten signature: Lisa Monte) 11/5/21
 OFMB 11-5-21
(Handwritten initials) 11-5-21

(Handwritten signature: Ann J. ...) 11/9/21
 Contract Dev. and Control
 11-9-21 *(Handwritten initials)*

B. Legal Sufficiency:

(Handwritten signature: Anne ...) 11-16-21
 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, ("County"), by and through its Department of Airports, under that certain Lease Agreement with Atlantic Aviation West Palm Beach LLC, ("Lessee"), dated October 18, 2000 (R-2000-1067, as amended and assigned), (the "Lease Agreement"), hereby consents to Lessee entering into a Use and Occupancy Agreement for Hangar Space effective as of September 1, 2021, with Air Rutter International, LLC d/b/a Alerion Aviation (Alerion) and d/b/a Jet Rx ("Sublessee") (the "Sublease") for the sublease of certain premises contained within the leasehold of Lessee under the Lease Agreement, as summarized in the attached "Summary of Terms", Contract Number 575983.

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

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

APPROVED this ____ day of 10CT 20 2021 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: Laura Bube *LB*
Title: Director of Airports

Approved as to Form and Legal Sufficiency:

By: /s/ Anne Helfant
County Attorney

**USE AND OCCUPANCY AGREEMENT
HANGAR SPACE (FL)**

SUMMARY OF TERMS

Contract No.	575983
Airport	Palm Beach International Airport (PBI)
Operator	Atlantic Aviation-West Palm Beach LLC
Master Lease Agreement(s)	Lease Agreement, dated October 18, 2000, as amended, by and among Palm Beach County and Atlantic Aviation-West Palm Beach LLC (successor to Galaxy Aviation of Palm Beach, Inc.)
Facility	4145 Southern Blvd West Palm Beach FL 33406 Hangar "G"
User	Air Rutter International, LLC d/b/a Alerion Aviation (Alerion) and d/b/a Jet RX
Aircraft	See Schedule 4 User shall notify Operator in writing of all changes in the "Aircraft" in accordance with Section 1.1 of this Agreement, which shall be accomplished by delivering to Operator (1) updated FAA operations specification D085 when revisions are made; 2 (2) copies of management or maintenance agreements for aircraft subject to this Agreement. Schedule 4 will also include User's non PBI based aircraft for use of the Facility.
Registered Owner of Aircraft	See Schedule 4
Space	Hangar G ("Hangar") Offices 1-8 and common space ("Offices")* Collectively, the "Space" *Interior IT Closet & Exterior Electrical & Fire Pump Rooms Excluded
Purpose(s) for Use of Space	Aircraft storage and maintenance as well as administrative and management functions in support of Alerion operations
Effective Date	August 1st, 2021 September 1st, 2021 <i>SRW PDS</i>
Initial Term	Three (3) years
Renewal Term	Two (2) options to extend for an additional three (3) year period for each Renewal Term, upon mutual agreement of the parties. Any Renewal Term is subject to a fair market value adjustment to the Space Use Fee.
Use Fees, Other Fees and Charges*	Space Use Fee (monthly) - Hangar and Office Space (monthly): _____ us applicable taxes and fees
	Volume Based Fuel Charges: Pricing Tier 1: 0 to 199,000 gallons is Atlantic PBI cost plus _____ r gallon. Pricing Tier 2: 200,000 gallons to 299,000 gallons is Atlantic PBI cost plus _____ r gallon.


USE AND OCCUPANCY AGREEMENT

	<p>Pricing Tier 3: 300,000 gallons and over is Atlantic PBI cost plus per gallon.</p> <p>This price is applicable for fuel uplifted at Atlantic PBI only. Commencing on the Effective Date, fuel purchased by User will be charged the Pricing Tier 1 amount set forth on the Volume Based Fuel Charges schedule above. Throughout the first year of the Agreement, the pricing tier will adjust as User purchases fuel necessary to move into the subsequent pricing tier. Fuel purchased prior to the Effective Date will not be included in the calculation. On the first anniversary of the Effective Date, and at the beginning of each month thereafter, Operator will review the total amount of fuel purchased during the previous 12 months and assign a pricing tier based thereon. By way of example, if on [August 1, 2022], the total fuel purchased at Atlantic PBI during the previous 12 months equals 201,000 gallons, Pricing Tier 2 will apply for all fuel purchased in the month of August 2022. If, on [September 1, 2022], the total fuel purchased at Atlantic PBI during the previous 12 months equals 100,000 gallons, Pricing Tier 1 will apply for all fuel purchased in the month of September 2022. Monthly fuel adjustments as set forth herein will apply to the Initial Term and each Renewal Term.</p> <p>* Space Use Fees excluding Fuel Charges, are subject to an increase of _____ on each anniversary of the Effective Date.</p>
Security Deposit	<p align="center">(representing one month Space Use Fee)</p> <p>User agrees to maintain a valid credit card on file at Atlantic PBI at all times for payment of fuel charges and other fees.</p>
Utilities, Maintenance, and Janitorial Services	<p>Utilities: User is responsible for payment of all Utilities for the Space</p> <p>Janitorial: Operator will provide Janitorial Services for the Office common space. User will be responsible for janitorial services for Office Suites 1-8</p> <p>Maintenance: User is responsible for all interior maintenance and repairs for the Space with the following exceptions: Structural components to include roof, walls, windows, foundation, and exterior doors. Other exceptions include, bird mitigation, fire alarm, fire sprinkler, fire suppression systems, hangar door systems, eye wash stations, HVAC system and access control.</p>
Conditions for Occupancy	<p>Operator shall allow User to install signage on the exterior of the Hangar (both south and north facing sides) at the sole expense of User. Plans for any exterior signage must be submitted to Operator for review and written approval prior to installation and is subject to all required Airport and/or City approvals and permits.</p>

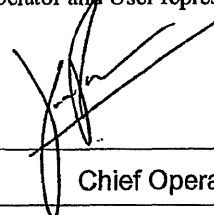
USE AND OCCUPANCY AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Use and Occupancy Agreement, which includes the Summary of Terms and Schedules attached hereto and made a part hereof (collectively, the "Agreement") as of the Effective Date, and the persons executing this Agreement on behalf of Operator and User represent and warrant that he or she has full power and authority to do so.

OPERATOR

By: 
Title: GM
Date: 8/31/21

USER

By: 
Title: Chief Operating Officer
Date: 08/31/21

USE AND OCCUPANCY AGREEMENT

This Agreement is entered into as of the Effective Date by and between Operator and User. Capitalized terms used herein without definition shall have the meaning ascribed to such terms in the Summary of Terms.

1. Use of Space and Provision of Fuel Services.

1.1 Operator grants User the right to use and occupy the Space and the right to use the apron and access facilities described in the Summary of Terms. The Space shall be used by User only for the purpose(s) set forth in the Summary of Terms. User shall notify Operator promptly if User expects to replace the Aircraft (either on a temporary or permanent basis) with a substitute aircraft in excess of 30 days, and all provisions of this Agreement applicable to the Aircraft shall apply to any such substitute aircraft of the same type and size. Operator shall provide such fuel services at the Airport as User shall request. This Agreement does not grant User the right to conduct, and User shall not conduct, any business at Operator's Facility unless User has obtained all required permits, authorizations and approvals for conducting such business, including the written approval of Operator.

1.2 User shall comply with all applicable statutes, ordinances, rules, regulations, orders and requirements, now in force or which may hereafter be in force, regulating the use, occupancy or alterations by User of the Space, and the rules and regulations set forth on Schedule 1 to this Agreement specifying additional terms, conditions and obligations of User. User shall not cause or permit the Space to be used in any way (i) which constitutes (or would constitute) a violation of any law, ordinance, or governmental regulation or order, (ii) which unreasonably interferes with the rights of other tenants or users of the Space or the Facility, or (iii) which constitutes a nuisance or waste, or is disorderly, unsafe or hazardous. User's rights granted herein are subject and subordinate to the terms and conditions of the Master Lease Agreement. User agrees to promptly execute any amendment to this Agreement which is required by virtue of new or amended terms in the Master Lease Agreement. Nothing in this Agreement shall create or purport to create any obligations of the Airport to User, and the Airport shall be deemed an intended third-party beneficiary of this Agreement.

1.3 User shall keep and maintain the Space and every part thereof in good and clean condition and in accordance with reasonable rules or regulations established by Operator or the Airport from time to time during the Term. This provision is not intended to impose an obligation on User to repair the Space unless such repair is necessitated by the fault or neglect of User. User shall not make any alterations or

additions to the Space without first obtaining Operator'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 Effective Date, reasonable wear and tear and modifications expressly approved in writing by Operator excepted.

1.4 User shall provide advance notice as practical to Operator of anticipated Aircraft flight activity. Operator shall maintain sufficient personnel and equipment to provide for the movement of the Aircraft as requested by User. Operator shall be solely responsible for the towing or repositioning of all Aircraft into and out of the Space. User shall be solely responsible for securing the Aircraft while positioned in the Space. Consistent with the foregoing obligation, User shall ensure the Aircraft is secured in such a manner that enables Operator to tow or reposition the Aircraft at any time for purposes of ingress and egress to any portion of Operator's Facility.

1.5 Operator reserves the right to enter any portion of the Space at all reasonable times for the purpose of making any inspection it may deem appropriate to the proper enforcement of any of the covenants and conditions of this Agreement or the Master Lease Agreement, during an emergency, or to undertake repairs, additions or alterations to the Space.

1.6 User may perform Aircraft maintenance, Aircraft cleaning, and other support-related services on the Aircraft exclusively through User's employees or through contracted third parties that comply with Operator's minimum insurance requirements, provided, however, that aircraft fueling shall be performed exclusively by Operator. Upon the request of Operator, User shall cause any such third parties to execute a hold harmless and indemnification agreement in form and substance reasonably satisfactory to Operator and provide evidence to Operator of the insurance coverage maintained by any such third parties.

1.7 User acknowledges that there is limited space in Operator's hangar(s) at the Airport, and that as consideration for the grant of rights pursuant to this Agreement, ~~this Agreement is expressly conditioned~~ on User's agreement to purchase its requirement for aviation fuel from Operator. The foregoing obligation applies only with respect to the Aircraft which is/are the subject of this Agreement and only with respect to the User's requirements for aviation fuel for said

USE AND OCCUPANCY AGREEMENT

Aircraft while at the Airport. In the event User breaches its obligation to purchase its requirement for aviation fuel from Operator, this Agreement, may, at the option of Operator, be terminated forthwith.

1.8 This Agreement creates only a license terminable as set forth herein. 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 User, nor shall this Agreement or its performance be interpreted to create a landlord/tenant, partnership, agency, joint venture, bailment, trust or fiduciary relationship between Operator and User.

1.9 User agrees to purchase from Operator a minimum of 250,000 gallons of fuel per calendar year ("Minimum Annual Fuel Requirement"). In January of each calendar year during the Term, Operator shall calculate the total gallons purchased by User for the previous calendar year. If Operator has not met the Minimum Annual Fuel Requirement in the aggregate, User shall invoice Operator for the difference between the Minimum Annual Fuel Requirement and the actual gallons purchased by User from the Operator at the Annual Fuel True-Up Cost of \$0.80 per gallon. The Minimum Annual Fuel Requirement will be prorated for any partial calendar year at a rate of 20,833 gallons per month.

2. Use Fees.

2.1 User shall pay to Operator the fees set forth in the Summary of Terms ("Use Fees") as follows: Space Use Fees are payable, in advance, on the first day of each month during the Term in consideration of User's use and occupancy of the Space and for the provision of other services, as applicable, for the Term; Fuel Charges shall be immediately payable by User by credit card, at the time such services are provided by Operator. Space Use Fees shall be prorated on a daily rate basis for any partial month during the Term. Upon execution of this Agreement, User shall pay and maintain with Operator a Security Deposit in the amount set forth in the Summary of Terms, representing one (1) month of Space Use Fees. The Security Deposit shall be held by Operator to guarantee the full and faithful performance of User's payment obligations under this Agreement and may be applied by Operator without notice to User against any obligation of User due hereunder that is not paid when due. ~~In the event Operator draws down on such Security Deposit, User shall promptly (and in no event longer than ten (10) business days) replenish the Security Deposit to the original amount. Upon termination or expiration of this Agreement, the Security Deposit shall be returned to User less any outstanding obligations to Operator at the time of the~~

termination or expiration of this Agreement.

2.2 User agrees that the Use Fees shall be subject to review and adjustment by Operator as set forth on the Summary of Terms, and/or at other times by giving User not less than sixty (60) days written notice. After the effective date set forth in said notice, the new Use Fees shall become effective automatically for all purposes, unless and until further adjustments are made to the Use Fees in accordance with this Section 2.2.

2.3 In addition to the Use Fees, User shall pay Operator all applicable Airport use fees, facility fees, fuel flowage fees, and other fees imposed by the governing body of the Airport imposed or assessed on the provision of aircraft storage, fuel, or other services rendered by Operator hereunder, together with any sales, use, excise, or other taxes imposed by any governmental jurisdiction by virtue of said services. User shall also be liable for all taxes, fees and other charges assessed or imposed on or by User's operations or businesses at the Airport. Under no circumstances shall Operator be liable for or required to pay any tax, fee, assessment or other charge owed by User, including any taxes, fees, assessments, or charges applicable to User or any of User's businesses owed to the Airport.

2.4 User shall only be obligated to pay separately for water, heat, gas, light, power, air conditioning, telephone, and other utilities, trash removal, and janitorial services if so indicated on the Summary of Terms.

2.5 If User fails to pay in full any Use Fees or other amounts provided for in this Agreement within fifteen (15) business days after the same becomes due and payable, Operator shall be authorized to submit such charges for payment on User's credit card. User shall be obligated to pay a late charge equal to five percent (5%) of the amount, or any portion thereof, not so paid when due. In addition, any fees or other amounts, or any portion thereof, to be paid by User pursuant to this Agreement which are not paid in full within ten (10) business days after the same becomes due and payable shall bear interest at a rate equal to two (2) percentage points above the then applicable Wall Street Journal Prime Rate (U.S. money center commercial banks) or its successor, accruing from the date such amount became due and payable to the date of payment thereof by User. ~~Such interest shall constitute additional Use Fees due and payable to Operator by User upon the date of payment of the delinquent payment referenced above.~~

USE AND OCCUPANCY AGREEMENT

3. Term and Termination.

3.1 This Agreement shall commence on the Effective Date and continue for the period set forth in the Summary of Terms (the "Initial Term"). The parties may mutually agree to renew the Agreement for two additional three (3) year periods following the Initial Term ("Renewal Term"). User will provide Operator written notice of its desire to enter into a renewal term within one hundred eighty days (180) prior to expiration of the then-current Term, whereupon the parties will have sixty (60) days to reach an agreement on market-rate adjustments to the terms of the Agreement including, but not limited to, the Use Fee and Fuel Charges. Failure by User to timely notify Operator will be deemed an intent by User to allow the Agreement to expire at the end of the Initial Term. The Initial Term together with each Renewal Term is referred to as the "Term."

3.2 Either party may terminate this Agreement at any time upon ninety (90) days prior written notice to the non-terminating party.

3.3 This Agreement may be modified during any term by mutual consent by both Parties.

3.4 This Agreement will automatically terminate upon the termination or expiration of the Master Lease Agreement for any reason, or as otherwise expressly directed in writing by the Airport, and no damages, monies, or compensation will be owed to User by Operator for such early termination.

3.5 Each of the following events shall constitute a default under this Agreement on the part of User:

(a) the failure of User to pay and deliver to Operator any payment after same is due and to cure such default within five (5) business days after Operator gives User written notice of such default; provided, that, Operator shall only be obligated to provide such notice and opportunity to cure two (2) times during any consecutive twelve (12) month period;

(b) the failure of User to comply with any other provision of this Agreement as soon as reasonably practical and in any event within five (5) business days after written demand by Operator, except that if any non-monetary failure is not capable of being cured within such five (5) business day period, User shall be given a reasonable time to cure such failure so long as User has timely commenced curing such failure within the five (5) business day period and thereafter diligently proceeds to cure such failure as promptly as possible; provided that Operator

shall only be obligated to provide such notice and opportunity to cure two (2) times during any consecutive twelve (12) month period;

(c) the filing of any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy act by or against User or any voluntary or involuntary proceedings in any court shall be instituted to declare User insolvent or unable to pay User's debts, and in the case of any involuntary petition or proceeding if same is not dismissed within ninety (90) days from the date it is filed, or if User makes an assignment for the benefit of its creditors, or if a receiver is appointed for any property of User or if User's interest hereunder is levied upon execution or its attached by process of law and not discharged or dismissed within ninety (90) days; and

(d) notwithstanding Section 3.5(b) above, violation of Article 7, Anti-Bribery, Anti-Corruption, whereupon no cure period shall be permitted, and Operator may terminate the Agreement immediately.

3.6 Operator may terminate this Agreement upon written notice to User in the event of any default by User or termination or expiration of the Master Lease Agreement, or as otherwise expressly directed in writing by the Airport. User shall remove all of User's property from the Space and pay to Operator all outstanding Use Fees and other fees and charges due and owing Operator under this Agreement as promptly as practicable after the effective date of termination, but in all cases within five (5) business days of the effective date of termination. If User should fail to vacate the Space within such period, User shall be deemed to be a trespasser and Operator may peaceably enter upon the Space and remove User's property without further notice, demand or court proceeding and without liability to User. Operator shall be under no duty or obligation to store or maintain any of User's property at any time and shall not be liable to User for any damage to or destruction of such property. If Operator stores the property, User shall be liable to Operator for the costs and expenses of transportation and storage.

4. No Assignment or Sublicense. User shall not assign, sublicense, or otherwise transfer this Agreement or its rights or obligations hereunder, or permit occupancy or use of the Space, in whole or in part, by another party without Operator's prior written consent, which consent will not be unreasonably withheld, delayed, or conditioned. Any attempted assignment, sublicense, or other transfer without Operator's prior written consent shall be null and void.

USE AND OCCUPANCY AGREEMENT

5. Insurance.

5.1 User agrees that it will maintain at its expense at all times during the Term in full force and effect, with insurers of recognized responsibility, minimum insurance coverage(s) as set forth on Schedule 2 to this Agreement. All such insurance, except worker's compensation, shall name Operator, Atlantic Aviation FBO Inc., their respective direct and indirect subsidiaries and affiliated companies under common control with Atlantic Aviation FBO Inc., the Airport, and each of their respective officers, directors, agents, servants, contractors and employees as additional insureds (the "Additional Insureds") and respond on a primary basis. User and its insurance carrier(s) agree to waive all rights of subrogation in favor of the Additional Insureds, except where damage results solely from the negligence or willful misconduct of the Additional Insureds. Prior to commencing the use or occupancy of the Space, User shall deliver to Operator a certificate evidencing the minimum insurance coverage required hereunder (the "Certificate"). User shall provide Operator with an updated Certificate promptly upon the renewal of any insurance policy described in the Certificate. User acknowledges that its potential liability under this Agreement is not limited to the amount of insurance coverage it maintains or the limits required herein.

5.2 Operator agrees that it will maintain at its expense at all times during the Term in full force and effect, with insurers of recognized responsibility, the minimum insurance coverage(s) required under the Master Lease Agreement. Upon thirty (30) days written notice by User, Operator will provide User with a certificate of Operator's insurance coverage. Operator is required to respond to a request from User for a copy of such insurance certificate no more than one (1) time per calendar year.

6. Indemnification Obligations; Limitations on Liability; Environmental.

6.1 User agrees to indemnify, save and hold harmless Operator, Atlantic Aviation FBO Inc., their direct and indirect subsidiaries and affiliated companies under common control with Atlantic Aviation FBO Inc., the Airport, and each of their respective officers, directors, agents, servants, contractors, invitees and employees to the full extent allowed by law from and against any and all liabilities, demands, suits, claims, actions, arbitrations, administrative proceedings, awards, judgments, losses, fines, penalties, or damages (including, without limitation, attorneys' fees, investigative fees, expert fees, and court costs) for property damage, bodily injury, or death ("Claims") arising out of or in connection with: (i) User's performance or

nonperformance, including without limitation, breach of any term, condition, covenant, or obligation herein, of this Agreement; (ii) User's use and occupancy of the Space; (iii) User's use of or activities at the Airport or other facilities of the Airport Authority; (iv) any release or spill of hazardous or toxic materials, petroleum, and/or regulated substances by User; or (v) the acts or omissions of User or its officers, employees, agents, representatives, contractors, subcontractors, sublessees, suppliers, licensees, customers, invitees, and guests or any other person or entity whom User controls or has the right to control or who is acting through or on behalf of User, regardless of where Claims may occur, except to the extent caused solely by the negligence or willful misconduct of Operator.

6.2 Operator covenants and agrees to repair, or cause to be repaired, at Operator's own cost and expense, any damage to the Aircraft to the extent such damage is caused solely by the negligence or willful misconduct of Operator while performing towing, fueling and/or detailing services on or proximate to the Aircraft. Except as specifically provided herein, Operator shall have no obligation to keep, maintain or secure User's property, and User assumes all risk of loss or damage to its property located in the Space.

6.3 THE PARTIES AGREE THAT UNDER NO CIRCUMSTANCES SHALL OPERATOR, ATLANTIC AVIATION FBO INC., THEIR RESPECTIVE DIRECT AND INDIRECT SUBSIDIARIES AND AFFILIATED COMPANIES UNDER COMMON CONTROL WITH ATLANTIC AVIATION FBO INC., OR THE AIRPORT BE LIABLE TO USER OR ANY OF USER'S AGENTS, CONTRACTORS, SERVANTS, INVITEES OR EMPLOYEES FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF USE, LOST PROFITS OR DIMINUTION IN VALUE) WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE). OPERATOR SHALL HAVE NO OBLIGATION TO KEEP, MAINTAIN OR SECURE USER'S PROPERTY, AND USER ASSUMES ALL RISK OF LOSS OR DAMAGE TO ITS PROPERTY LOCATED IN THE SPACE.

6.4 User agrees not to store or maintain hazardous or toxic materials, petroleum, and/or regulated substances as defined by local, state, and federal environmental regulations on or in the Space (with exception of fuel and oil on board the Aircraft, as well as cleaning and other solvents used for aircraft maintenance, provided that storage of such solvents

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shall be in containers that meet the specifications, of applicable guidelines and regulations) without prior written authorization from Operator which may be withheld in Operator's reasonable discretion. In the event of a hazardous or toxic spill or release, User shall notify Operator immediately. User shall be responsible for proper handling, removal and disposal of all hazardous or toxic materials, petroleum, and/or regulated substances used or stored by User, its employees, agents, independent contractors and invitees, at the Space and/or in other area of the Hangar or contiguous common areas. Storage, handling, removal, and disposal of all such hazardous materials and/or regulated substances shall be accomplished by User at its expense in accordance with local, state, and federal guidelines and regulations.

6.5 All personal property of User, its agents, contractors, servants, invitees or employees, in and on the Space or any part of the real property on which the Space is located, shall be and remain therein under any and all circumstances at the sole risk of said parties and Operator shall in no event be liable to any such person or party for damage to, or loss thereof.

6.6 The limitations and liabilities set forth in this Article 6 shall apply to User and the Aircraft at any location that is operated or managed by Operator, Atlantic Aviation FBO Inc., or any of their respective direct and indirect subsidiaries or affiliated companies under common control with Atlantic Aviation FBO Inc.

7. Anti-Bribery, Anti-Corruption. User and User's affiliates shall not directly or indirectly pay, offer, give or promise to pay or authorize the payment of any money or other things of value to an official or employee of a government, public organization, Operator or its affiliates, any political party or candidate if any such payment, offer, act or authorization is for purposes of influencing official actions or decision or securing any improper advantage in order to obtain or retain business, or engaging in acts or transactions otherwise in violation of any applicable anti-bribery laws. User represents and warrants that neither User nor its affiliates, owners, shareholders, officers or directors own or are controlled by a "**Restricted Person**," which is defined as (1) the government of any country subject to an embargo imposed by the United States government, (2) an individual or entity located in or organized under the laws of a country that is subject to an embargo imposed by the United States Government, (3) individuals or entities ordinarily resident in any country subject to an embargo imposed by the United States government, or (4) individuals or entities

identified by a government or legal authority with whom User or its affiliates, or Operator or its affiliates, are prohibited or restricted from dealing with, including persons designated under the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC) List of Specially Designated Nationals and Other Blocked Persons (including terrorists and narcotics traffickers); and similar restricted party listings, including those maintained by other governments pursuant to United Nations, regional or national trade or financial sanctions. User acknowledges and agrees that as part of Operator's trade sanctions policy, it will truthfully complete the OFAC Reporting Questionnaire, attached to this Agreement as **Schedule 3**, and return the completed questionnaire to Operator in no less than five (5) business days prior to the Effective Date. User represents and warrants that User is not engaging in this transaction in furtherance of a criminal act, including acts in violation of applicable anti-corruption laws. If User learns that conduct has or may have occurred in violation of this Article, User shall immediately notify Operator.

8. Miscellaneous.

8.1 Except as otherwise provided by this Agreement, all notices, requests, consents, approvals, agreements, authorizations, acknowledgments, waivers, and other communications required or permitted under this Agreement must be in writing, via U.S. Mail, recognized overnight courier service, or by hand delivery (which, if to Operator, shall be delivered to its general manager), and will be deemed given 3 business days after it is placed in the U.S. Mail, 1 business day following delivery to a recognized overnight courier service, or when received by the recipient if delivered by hand, to the address set forth in the Summary of Terms.

8.2 No delay, waiver, omission, or forbearance on the part of Operator to exercise any right or power arising from any breach or default by User under this Agreement will constitute or be deemed a waiver by Operator of any such right or power including, without limitation, the right to declare User in default hereunder for any subsequent breach. To the extent that User enjoys any sovereign or analogous immunity pursuant to any domestic laws, as the same may be amended from time to time (or the benefit of any aspect thereof) with respect to this Agreement or User's obligations hereunder, User hereby irrevocably waives such immunity.

8.3 This Agreement constitutes the entire agreement of the parties hereto and shall not be supplemented, amended, or modified except by a written instrument duly executed by the parties hereto.

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8.4 Articles 6 and 7 and the right of Operator to collect Use Fees due and owing shall survive and continue in full force in accordance with the terms of this Agreement notwithstanding any expiration or termination of this Agreement or the Master Lease Agreement.

8.5 This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction where the Space is located, without regard to its conflicts of laws rules. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of the Master Lease Agreement, the Master Lease Agreement shall govern.

8.6 This Agreement may be executed by electronic mail or facsimile transmission, in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

8.7 User and Operator hereby voluntarily submit themselves to the jurisdiction of the federal and state courts situated in the jurisdiction in which the Space is located for the resolution of any dispute arising under this Agreement, and User and Operator expressly waive any defense or claim of inconvenient forum.

8.8 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 and Radon testing may be obtained from the county public health unit.

8.9 Hurricane/Tropical Storm Procedures. It is the express sole obligation and responsibility of User to provide for the safety, security and evacuation of its Aircraft, equipment and staff during any approaching storm, hurricane, or other weather event ("Weather Event"). User will be responsible for developing a Hurricane Plan and make arrangements to remove the Aircraft from the Space prior to such Weather Event and relocate the Aircraft to a location out of the event's projected path.

If User refuses to remove the Aircraft or other property from the Space, User agrees to comply with and abide by any provisions for storm or hurricane preparedness required by Operator, in Operator's sole discretion, necessary for the safety and security of the Aircraft, Airport, Facility, Space or neighboring aircraft and property, if any. User hereby explicitly

approves in advance and waives any and all objections to any and all such plans, if any, and further grants Operator the authority to move User's Aircraft within the Space and/or other property under Operator's control at the Airport as Operator deems necessary. Notwithstanding the foregoing, Operator shall not be liable for any damages, including without limitation, to User's property or Aircraft if User fails to remove the Aircraft prior to the Weather Event.

User acknowledges that there is no guarantee of the Aircraft's safety, and that Operator will assume no liability for damage to User's Aircraft or property resulting from the Weather Event. User acknowledges that the limitation of Operator's liability set forth in Article 6 of this Agreement shall apply to damage to User's Aircraft or property resulting from the Weather Event. User will be liable for any damages that are caused by the Aircraft or other property remaining on the premises.

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USE AND OCCUPANCY AGREEMENT

SCHEDULE 1 RULES AND REGULATIONS

These guidelines are not all-inclusive and may be modified or added to at any time by Operator 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 Operator to ensure uniformity in color and size. These lockers shall be on casters to allow moving for cleaning purposes.
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 User.
3. A clean work area is the responsibility of User. It is Operator's intention to maintain a high degree of cleanliness at all times. All spills and debris are to be contained and cleaned by User immediately.
4. No vehicles are permitted in the hangar or other restricted areas, other than Operator-owned tugs for repositioning aircraft and forklift operations as necessary.
5. All radio and music reproduction equipment are banned from the hangar floor. User 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. User shall not block open any hangar access doors or fire doors.
7. Operator will not provide car parking and transportation to the commercial airline terminal for individuals not directly using User's corporate aircraft at the Facility.
8. All of User'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 User.
9. User is not permitted to store or maintain hazardous or toxic materials and/or regulated substances as defined by Local, State, and Federal environmental regulations on or in the 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 Operator which may be withheld at Operator's reasonable discretion. In the event of a hazardous or toxic material spill, User shall notify Operator immediately. User shall be responsible for the proper handling, removal and disposal of all hazardous or toxic materials and/or regulated substances generated by User, its employees, agents, independent contractors and invitees, as a result of its and their use of the Space and/or contiguous common areas. Storage, handling, removal and disposal of all such hazardous materials and/or regulated substances shall be accomplished by User at its expense in accordance with Local, State, and Federal guidelines and regulations.

USE AND OCCUPANCY AGREEMENT

**SCHEDULE 2
USER INSURANCE COVERAGE**

[NOTE: NEED TO ATTACH INSURANCE REQUIREMENTS APPLICABLE TO SPECIFIC LOCATION]

Aircraft Liability and Physical Damage: The following insurance requirements shall apply to all Aircraft (including any substitute aircraft) identified on the Summary of Terms:

(i) Liability insurance for the Aircraft, both in flight and not in flight, including bodily injury to passengers and third parties; and property damage, premises liability, products liability, and personal injury liability damage arising from User's operations, including the ownership, maintenance or use of Aircraft and/or mobile equipment or use or occupancy of the Space under the terms of this Agreement in an amount not less than fifty million dollars (\$50,000,000) each occurrence and in the annual aggregate in accordance with industry standards (the minimum limit for personal injury liability shall be no less than twenty-five million dollars (\$25,000,000) each occurrence and in the annual aggregate). Such insurance shall include war risks, hijack and other perils liability coverage to the extent such is commercially available;

(ii) All risk ground and flight physical damage insurance covering the Aircraft and personal property therein against any loss, theft or damage. Such insurance shall include war risks, hijack and other perils liability coverage to the extent such is commercially available; and

(iii) **IF COMMERCIAL MAINTENANCE IS BEING PERFORMED ON PREMISES:** Commercial General Liability Insurance including Premises, Products and Completed Operations, and Hangarkeepers Liability for bodily injury and property damage arising from User's use or occupancy of the Space provided for under the terms of this Agreement in an amount not less than fifty million dollars (\$50,000,000) each occurrence and in the annual aggregate in accordance with industry standards. Such insurance shall include war risks, hijack and other perils liability coverage to the extent such is commercially available. This coverage requirement shall be conditionally waived if User does not perform commercial maintenance operations on premises; however, this conditional waiver shall be automatically revoked, and User shall obtain the requisite coverage if User subsequently performs commercial maintenance operations on premises.

Property Insurance: Property Insurance in sufficient coverage amounts to insure against loss of or damage to all owned, leased and/or borrowed tools, equipment and other property of User and its agents, invitees and employees and coverage as is reasonable for loss of or damage to tools, equipment and property of third parties. Failure of the Customer to secure and maintain such insurance shall not, in any manner, obligate or render Operator, its agents or employees liable for claims of User or any third party for loss of or damage to such property.

Worker's Compensation:	Coverage A	Workers Compensation – to statutory requirements
	Coverage B	Employers Liability – coverage limit of not less than one million dollars (\$1,000,000)

Automobile Liability Insurance: Automobile Liability Insurance to a minimum limit of five hundred thousand dollars (\$500,000) per occurrence for all of User's owned, non-owned or hired vehicles operating on or proximate to the Airport premises. If User's activities require vehicle access and/or support equipment access to any areas of the Airport where aircraft are stored, serviced or operated, User shall further be required to obtain Comprehensive Automobile Liability coverage in an amount not less than one million dollars (\$1,000,000).

The above-referenced policies, except worker's compensation, shall name Operator, Atlantic Aviation FBO Inc., their respective direct and indirect subsidiaries and affiliated companies under common control with Atlantic Aviation FBO Inc., the Airport and each of their respective officers, directors, employees, agents, servants and contractors as "Additional Insureds" and shall include a Waiver of Subrogation in favor of Additional Insureds. Coverage shall be primary and non-contributory.

**USE AND OCCUPANCY AGREEMENT
SCHEDULE 4**

OFAC Reporting Questionnaire

All fields within this questionnaire require a response. If the question does not pertain to the entity, enter "N/A" in response.

ENTITY INFORMATION		
Full Legal Name <i>(as it appears on government issued document)</i>	Tax identification number (TIN)*	Disregarded Entity? TIN of Parent Company
Air Rutter International, LLC d/b/a Alerion Aviation	20-2587951	N/A
Physical address <i>(no P.O. Box or c/o)</i>		
4145 Southern blvd, West Palm Beach, FL		
Mailing Address <i>(if different from physical address)</i>		
4145 Southern Blvd, Suite 6, West Palm Beach, FL		
Registered Address <i>(if different from physical address)</i>		
N/A		
Country/State of Formation	Aircraft Tail Number	Entity Type (Legal Type) <i>(e.g. Partnership, LLC, LP, Foreign Corporation, Fund, etc.)</i>
USA/Delaware	See attached list	Limited Liability Company
Entity Type: Is Your Organization a 501(c)3 Nonprofit?		
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Countries of Operation <i>(List all countries in which the entity has operations/does business (e.g. offices, plants, facilities, etc.))</i>		
U.S.A		
Primary Purpose of Business	Website	
Aircraft Management, Aircraft Charter and Maintenance	www.flyalerion.com	
Payee Name/Address <i>(if different from customer/vendor Legal Name)</i>	Explain why Payee is different:	
N/A	N/A	

*Provide the most updated W-8 or W-9 tax form for the entity.

MANAGEMENT		
Entity Contact Information		
Name	Telephone	Email
Suran Wijayawardana	561.248.4762	suran@flyalerion.com
Foreign Executives		
Identify whether the entity has any executives that are Non-U.S. persons.		<input type="checkbox"/>

**USE AND OCCUPANCY AGREEMENT
SCHEDULE 4**

OWNERSHIP						
Select One of the Following:						
The entity is a wholly owned subsidiary of a publicly traded company.	<input type="radio"/>	Provide information about the publicly traded parent organization				
		<table border="1"> <tr> <td>Full Legal Name</td> <td>Country of Formation</td> </tr> <tr> <td colspan="2">Physical Address <i>(No P.O. Box or c/o)</i></td> </tr> </table>	Full Legal Name	Country of Formation	Physical Address <i>(No P.O. Box or c/o)</i>	
	Full Legal Name	Country of Formation				
Physical Address <i>(No P.O. Box or c/o)</i>						
	Provide information related to the exchange and ticker symbol					
The entity is a publicly traded company.	<input type="radio"/>	<table border="1"> <tr> <td>Exchange</td> <td>Ticker Symbol</td> </tr> </table>	Exchange	Ticker Symbol		
Exchange	Ticker Symbol					
The entity is privately held.	<input checked="" type="radio"/>	Describe Beneficial Ownership below or attach an Organizational Chart.				
The entity is a U.S. Government Agency	<input type="radio"/>					

BENEFICIAL OWNERSHIP		
Please list all beneficial owners who own 25% or more of the Entity, either directly or indirectly through ownership of any other entity or entities.		
<u>Owner's Full Legal Name</u>	<u>Owner Country of Residence</u>	<u>Owner Country of Origin</u>
Arik Kislin	USA	USA

**USE AND OCCUPANCY AGREEMENT
SCHEDULE 4**

Aircraft (FAA Registration Number, Make, Model, Manufacturer Serial Number)	Registered Owner
N388CA, Gulfstream Aerospace model G-IV, s/n 1034	Phoenix Aurora LLC, 151 Calle de San Francisco, Puerto Rico
N527NP, Cessna model 750 (Citation X), s/n 750-0231	Noble Air LLC, 4280 Professional Center Dr., Ste 100, Palm Beach Gardens, FL 33410
N560KC, Cessna 560XL (Citation Excel), s/n 560-5102	ARP Holdings II LLC, 4766 E. Falcon Dr., Mesa, AZ 85215-2542
N565CD (Formerly N850TM) Raytheon Aircraft Company Hawker 850XP, s/n 258798	GDED LLC, 15 Front Street, Rockville Centre NY 11571
N569HA Raytheon Aircraft Hawker 800XP, s/n 258773	Haberair LLC, 1417 Sadler Rd #358, Fernandina Beach, FL 32034
N595AB, Cessna model 680 (Citation Sovereign), s/n 680-0090	Freedom Isnt Free LLC, 281 Brooks St., Laguna Beach, CA 92651
N624GJ, Gulfstream Aerospace model GIV, s/n 1267	Blue Water Aviation LLC, PO Box 8013, Wilmington, DE 19803
N703DD, Bombardier Inc. model BD-100-1A10 (Challenger 300), s/n 20140	Donair LLC, 150 Wireless Blvd., Hauppauge, NY 11788
N728PH, Embraer model EMB-135BJ (Legacy 600), s/n 14500985	728 Services LLC, 660 Madison Ave. FL 20, New York, NY 10065-8414
N80AK, Bombardier Inc. model BD-100-1A10 (Global 5000) s/n 9231	OAK Aviation LLC, 601 Lexington Ave 59th Fl, New York NY 10022
N874VT, Dassault Aviation model Mystere Falcon 900, s/n 161	Falcone Vmt LLC, 6717 4 th Ave., Brooklyn, NY 11220
N877SV, Embraer model EMB-135BJ (Legacy 600), s/n 145789	Bank of Utah Trustee, 50 South 200 East Ste 110, Salt Lake City, UT 84111
N881JH (formerly N497DC) Dassault Aviation model Falcon 2000 EX eASY (2000LX) s/n 191	Flat Creek Aircraft LLC, 524 Hamilton Avenue Ste 201, Palo Alto CA 94301
N900XP, Hawker Beechcraft Corp model Hawker 900XP, s/n HA0062	Sil-Con Air LLC, 339 Palm Trl, Delray Beach, FL 33483-5528
N927AR, Raytheon Aircraft Company, Hawker 800XP, s/n 258547	Rastegar Aviation LLC, 1705 S. Capital of Texas Hwy Ste 400, Austin, TX 78746-6562
N929GA, Israel Aircraft Industries, model Galaxy (G200), s/n 029	North Rock Aviation LLC, PO Box 8013, Wilmington, DE 19803-8013