Agenda Item: 3F4

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	July 12, 2022	[x]	Consent Workshop] Regular] Public Hearing
Submitted By:	Department of Airports				
	I. EXECUTIV	E BRIE	<u>:F</u>		
Sublease (Cons	tle: Staff recommends motio sent) documents, consenting to Signature) at the Palm Beach I	the si	ublease of spa	ace	by Signature Flight
 Executive Private C Skyline C 	Detailing Solutions, effective as o e Jet Management, Inc. effective Consulting Partners LLC, effective Group MC, effective as of 2/1/20 sing, Inc. effective as of 3/1/2022	as of 3 as of 22	3/1/2022		
PBI pursuant to The Lease Agr County's conse	gnature provides fixed based operations and the second at Lease Agreement dated Septerement provides for the sublement. Delegation of authority for pproved by the Board in R-94-14	ember ase of execut	30, 2004 (R-20 space by Sition of the sta	004-1 gnat anda	1990, as amended). ure, subject to the
Background ar	nd Justification: N/A				
Attachments:	FIve (5) Consent to Sublease de	ocume	nt for Signature	∍, as	listed above.
		====			
Recommended	d By: Ru Department Dir	ector	Sube		5-18-22 Date
Approved By:		<u>()</u> strator	-		6/1/22 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact: **Fiscal Years** 2022 <u>2023</u> **2024 2025 2026 Capital Expenditures Operating Costs Operating Revenues Program Income (County)** In-Kind Match (County) **NET FISCAL IMPACT** \$-0-# ADDITIONAL FTE **POSITIONS (Cumulative)** Is Item Included in Current Budget? Yes No_ Does this item include the use of federal funds? Yes ____ No _X Budget Account No: Fund _ Department ___Unit ____ RSource ____ Reporting Category ____ B. Recommended Sources of Funds/Summary of Fiscal Impact: No fiscal impact. C. Departmental Fiscal Review: **III. REVIEW COMMENTS** A. OFMB Fiscal and/or Contract Development and Control Comments: B. Legal Sufficiency: 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 ("LESSEE"), dated September 30, 2004 (R-2004-1990 as amended) (the "Lease Agreement"), hereby consents to LESSEE entering into an Office-Shop Space Permit with Aircraft Detailing Solutions (the "SUBLESSEE") with an effective date of January 1, 2022, (the "Sublease") with for the sublease of certain office space 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
By: Buke Rw Title: Director of Airports
Approved as to Form and Legal Sufficiency:
By:County Attorney

Consent to Sublease Form approved October 18, 1994 R-94-1453

OFFICE-SHOP SPACE PERMIT

"Effective Date": January 1st, 2022

"Signature": Signature Flight Support Corporation, a Delaware corporation

"Permittee": Aircraft Detailing Solutions, 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, Florida ("Airport").

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

Building Name	Space Type (Office/Shop)	Rentable Square Feet	Suite Number	Monthly Base Rent			
Hangar A	Office space	200	Trailer office	\$79.00			
				\$6.00			
CAM Charge							
TOTAL MONTHLY BASE RENT							

- "Space": Permittee shall, during the Term hereof, have access to and use of certain portions of the Base (collectively listed above), as follows, collectively:
 - 1. "Office Space" (listed above) means the exclusive use of the area listed above for the sole purpose of general office purposes related to the operation of Permittee's aviation business.
 - 2. "Shop Space" (listed above) means the exclusive use of the area listed above for the sole purpose of storing personal property and equipment related to the operation of Permittee's aviation business.

"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 December 31, 2022 ("Term").

"Security Deposit": \$162

Permittee Initials: L.A. Signature Initials: A.E.

Addresses for Notices:

If to Signature:

Signature Flight Support Corporation Attention: General Counsel 13485 Veterans Way, Suite 600

Orlando, Florida 32827 Facsimile: (407) 648-7352

With a copy to: Signature Flight Support Corporation Attention: Manager, Contracts 13485 Veterans Way, Suite 600

Orlando, Florida 32827 Facsimile: (407) 648-7352

And

Signature Flight Support Corporation

Attention: General Manager

1500 Perimeter Road

West Palm Beach, Florida 33406

Facsimile: (561) 233-8571

If to Permittee:

Address:	

Attention: Luis Araujo

Cell: <u>561-685-7628</u>

Email: luis@alrcraftdetailing.solutions

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 Corporation	Aircraft Detailing Solutions				
Ву: 42	Aircraft Detailing Solutions By:				
Printed Name: Drusic Lyon	Printed Name: Luis Araujo				
Title: GENERAL MANNIER	Title:president				
Date: 1/28/22	Date: 1/19/22				
y "					
Witness:	Witness:				
Printed Name:	Printed Name:				

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SFSC Office-Shop Space Permit

Permittee Initials: L.A. Signature Initials:

OFFICE-SHOP SPACE PERMIT **GENERAL TERMS AND CONDITIONS**

- 1. <u>Basic Provisions.</u> 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."
- Term. This Permit shall be for Term as defined above. Permittee shall vacate the Space upon the expiration or earlier termination of this Permit. Permittee shall reimburse Signature for, and indemnify Signature against, all damages, costs, liabilities and expenses, including attorneys' fees, which Signature shall incur on account of Permittee's delay in so vacating the Space. If Permittee shall not vacate the Space upon the expiration or earlier termination of this Permit, the Base Rent shall be increased to 200% of the Base Rent then in effect and Permittee's obligation to pay Aggregate Rent shall continue, but nothing herein shall limit any of Signature's rights or Permittee's obligations arising from Permittee's failure to vacate the Space, including, without limitation, Signature's right to repossess the Space and remove all persons and property therefrom at any time after the expiration or earlier termination of this Permit and Permittee's obligations and covenants arising pursuant to this permit, including but not limited to its waivers, and obligations to reimburse and indemnify Signature as provided in the preceding sentence or as otherwise set forth in this Permit.
- Intentionally Omitted.
- Rent.
- 4. Rent.
 a. Base Rent. Permittee agrees to pay Base Rent to Signature (a prorated amount if the Term commences on a day other than the first day of the month), and on the first day of each month thereafter Aggregate Rent (as defined below). Base Rent is payable in advance without notice, seloff, demand or deduction, except as provided in this Permit.
 b. Annual Base Rent Adjustment. On the first anniversary of the Effective Date and continuing each anniversary thereafter (each an "Adjustment Dale"), the thencurrent Base Rent shall be increased by the greater of the following: (i) three percent (3%) or (ii) the "CPI Adjustment". For purposes of this Permit, the "CPI" shall be the Consumer Price index of the Bureau of Labor Statistics of the U.S. Department of Labor for CPI U (All Urban Consumers), for All Urban Consumers, , All thems (1982-1984 = 100). The "CPI Adjustment" shall be an amount equal to the Current index Number minus the Base index Number, divided by the Base index Number. The "Current index Number" shall be the CPI for the month two (2) months prior to the Adjustment Dale. The "Base Index Number" shall be the CPI for the month two (2) months prior to the Adjustment Dale. The "Base Index Number" shall be the CPI for the month two payable replacement of the CPI or the Months. In the event the participation of the CPI or the month they adjustment the Aggregate of the CPI or the month that the participation of the CPI or the month they are participated by adjustment of the CPI or the month they. and/or publication of the CPI shall be discontinued or materially aftered, Signature shall choose a reasonable replacement index. Fallure to notify Permittee of such an adjustment shall not walve Signature's right to impose such an adjustment in accordance with the foregoing effective as of the applicable Adjustment Date.
- c. Supplemental and Aggregate Rent, in addition to the Base Rent, Permittee shall pay to Signature, on a monthly basis along with such Base Rent, any and all additional sums other than Base Rent due and owing to Signature as a result of Permittee's tenancy, including but not limited to the Facility Charge and those amounts referenced in Section 4(c) below ("Supplemental Rent"). Base Rent and Supplemental Rent are hereinafter referred to collectively as "Aggregate Rent."
- d. Airport Concession Fees and Charges; and Taxes. Permittee agrees to pay Airport concession fees, charges, and/or taxes, which shall be assessed at the rate applicable at the time of each monthly Base Rent payment and subject to change at the Airport's (or Authority's) discretion, as well as all applicable and then-prevailing state and federal taxes relating to Permittee's use and/or the terms and conditions of this Permit.
- e. Payment, Permittee agrees to pay Aggregate Rent to Signature (subject to proration if the Term commences or expires on a day other than the first day of the month) in advance without notice, setoff, demand or deduction, except as provided in this Permit.
- f. Late Fee. Any payment not delivered within seven (7) calendar days following the date due shall be subject to a late fee equal to the greater of: (I) \$100; or (II) ten percent (10%) of the amount due, but in no event higher than the maximum rate allowable by law. Any late fee so imposed shall be deemed Aggregate Rent.
- 5. Security Deposit. Permittee shall deposit the sum of two (2) months' estimated Base Rent ("Security") with Signature as security for the faithful performance by Permittee of its obligations under this Permit. Signature may apply any portion of the Security against any indebtedness which is not paid when due. If Signature pays Permittee's indebtedness from such Security or if Permittee's Base Rent increases, Permittee shall deposit an amount to replenish the Security to the sum of two (2) months' estimated Base Rent within ten (10) business days of Signature's written demand. Payment of any indebtedness from such Security does not waive Signature's right to any other remedy provided by this Permitter by law. Signature shall return any unused portion of the Security, without interest, upon Permittee's performance in full of its obligations under this Permit at the end of the Termit.
- Authority. Permittee represents that it is fully authorized to enter into this Permit and to bind the Permittee to the terms and conditions set forth in this Permit.
- 7. Storage. Permittee shall prohibit the storage, maintenance (including washing), or operation of any motor vehicle, recreational vehicle, or boat in the Space. Permittee covenants and agrees that at no time during the Term will Permittee, together with its agents, employees, contractors, subcontractors, invitees, officers, directors, servants or vendors (collectively, hereinafter referred to as ("Permittee Group"), be permitted to store, maintain or operate any motor vehicle, recreational vehicle, or any vehicle considered to be personal property in, around, or upon the Space.
- 8. <u>Common Areas.</u> Permittee is authorized to use designated common use areas of the Base, including, but not limited to, restrooms, entry ways, hallways and vending areas, as specified by Signature's local general manager, subject to reasonable rules and regulations imposed by Signature.
- 9. Security of Personal Property. Permittee is at all times responsible for securing its property. Signature shall not accept keys to automobiles or other vehicles. Signature shall not be responsible for the storage or security of Permittee's personal property, including but not limited to deliveries made to Permittee.

 10. Utilities. Signature agrees to pay all reasonable and customary utility charges for the Space. For purposes of this Permit, "Utilities" shall mean heating, cooling, electricity and water. If Permittee requires utilities other than those or in quantities greater than those available at the Effective Date, Permittee is solely responsible to arrange for them, coordinate their installation with Signature's requirements, and pay for such costs, including any impact lees.
- Installation with Signature's requirements, and pay for such costs, including any impact fees.

 11. Master Lease: Alteration of Prevailing Land Rents by Authority. The Master Lease and all amendments thereto, prior to and subsequent to the Effective Date, are incorporated herein and are available for Permittee's Inspection and review. The terms and conditions of this Permit shall be subject and subordinate in all respects to the Master Lease, as amended from time to time, and any provision of such Master Lease required to be addressed herein shall be deemed incorporated herein. Signature reserves the right to increase Permittee's then-prevailing monthly Base Rent and/or Supplemental Rent by a corresponding amount of any increase imposed by the Authority or any other authority having jurisdiction over the Airport and Signature's leasehold interest by changes in rules, regulations, ordinances, orders, decrees, or any law resulting in an increase in the prevailing land rents or concession fees, etc. applicable to Signature, including but not limited to alteration or adjustment of rents pursuant to the Master Lease. Signature shall provide Permittee a minimum of ten (10) business days' written notice from Signature of any increase allowable pursuant to this Paragraph 11; provided however that failure to deliver such notice shall not be deemed a waiver of Signature's right to such payment. If the Master Lease is ferminated or abated, such termination or abatement shall cancel or abate this Permit and Permittee shall look to Signature's successor-in-interest or to the Authority for rellef or continuance of its rights as established in this Permit. Permittee shall have the right to remove all of its fixtures, equipment, personal property and other property from the Space deemed to be removable or non-improvement provided Permittee shall repair any damage to the Space as a result of such removal.

 Taxes, Additionally, Permittee agrees to pay all such taxes and assessments, which are assessed against or provided to Sign
- 12. Taxes. Additionally, Permittee agrees to pay all such taxes and assessments, which are assessed against or provided to Signature for personal property in the care, custody and control of Permittee located in, on or about the Space. Signature agrees to furnish Permittee promptly with all pertinent official tax bills, statements, invoices, and assessments consistent with Signature's receipt of same. Permittee hereby authorizes Signature to provide information relating to the presence of Permittee's personal property on or about the Space as requested by any governmental authority having jurisdiction or authority with respect to the taxation of such personal property,
- Intentionally Omitted,
- 14. Prohibited Uses. Permittee shall not use the Space for any use which is not expressly allowed by the Master Lease or any applicable rule or regulations, and further, Permittee shall not allow the use of the Space for the operation of a fixed base operation or any business substantially similar to any portion of Signature's authorized general or commercial aviation operations at the Airport. Permittee expressly warrants and represents without limitation that it shall not at any time during the term of this Permit undertake for itself or cause to be undertaken through others, including, but not limited to its employees, agents, subcontractors, or invitees, any services permitted to Signature under the Master Lease, including, but not limited to the following:
 - installation of any fuel storage and dispensing facilities (including mobile delivery of fuel);
 - h. Receipt and storage of any fuel product, including, but not limited to, aviation and motor fuels;
 - c. d.
 - Into-plane or into-fruck delivery of any aviation or motor fuels; Rotorcraft or alreraft sales or rentals (Permittee demonstration flights excluded);
 - Flight training (Permittee in-house flight training excluded);

SFSC Office-Shop Space Permit

Permittee Initials: L.A Slanatura Initiale:

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- f. Rotorcraft or aircraft radio and instrument sales and service (avionics);
- Specialized rotorcraft or aircraft repair service for a third party; g. h.

Air transport of mail or cargo for hire;

Hangaring or servicing of aircraft for a third party, including without limitation that of a transfert or non-based tenant, subtenant, sub-permittee, guest, or invitee of Ì.

- j. k. Temporary parking, including overnight parking, of aircraft, other than the Aircraft;
- Maintenance/ avionics services for a third party; l.

Wash aircraft: m.

- Other activity adverse or disruptive to Signature or Airport Interests as may be determined by Signature in its sole but reasonable judgment.
- n. Third Party Vendors, Any third party seeking access to any part of the Space and/or the Base to perform any commercial activity ("Third Party Vendor") may enter Signature's leasehold (Including the Space) only after the Third Party Vendor has:
 - Executed the Vendor Release, an exemplar of which is attached as Exhibit A;
 - Provided Signature with a Certificate of insurance for the requisite insurance coverage; and,

c. Obtained written authorization for entry from Signature via its execution of the Vendor Release.

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

Intentionally Omitted.

- 17. <u>Destruction or Condemnation of Space.</u> If any material portion of the Space, in the reasonable judgment of Signature or Permittee, is destroyed by fire or other casualty, Permittee or Signature shall have the option upon written notice to the other Party to terminate its obligations under this Permit; provided however that Permittee shall not exercise such right in the event such destruction or casualty arises either directly or indirectly from Permittee's or Permittee Group's acts or omissions. If any material portion of the Space, in the reasonable judgment of Signature or the Permittee, is taken or condemned by any authority for any public use or purpose, Permittee or Signature shall have the option upon written notice to the other Party to terminate its obligations under this Permit as of the date title vests in such authority. Upon any such termination, Aggregate Rent shall be apportioned as of such date. Acceptance: Maintenance: Surrender,
- 8. Permittee accepts the Space in its 'as is' condition on the Effective Date of this Permit and Signature shall have no liability or obligation to make any alterations or improvements of any kind on or about any portion of the Space. Permittee shall not alter the Space in any fashion without the prior written consent of Signature, which may be withheld in Signature's sole discretion.
- b. Signature shall operate, maintain and make all necessary repairs (both structural and non-structural) to the part of building systems which provide service to the Premises and the public portions of the Base, both exterior and interior, in conformance with the standards of Signature generally at similar fixed base operations within its network. Permittee, at Permittee's sole cost and expense, shall take good care of the Premises and the fixtures, equipment and appurtenances therein and the distribution systems and shall make all non-structural repairs thereto as and when needed to preserve them in good working order and condition, except for reasonable wear and tear, obsolescence and damage caused by any party other than Permittee or the Permittee Group. Permittee shall be responsible for keeping the Space clean and orderly, including the removal of trash and debris from the Space and for complying with applicable rules and regulations for the operation of equipment and Permittee's business within the Space.
- Permittee shall not perform or conduct any operation that in any way which adversely impacts the structural integrity of any portion of the Space or which accelerates ils ordinary deterloration.
- Upon the expiration, or earlier termination, of the Term, Permittee shall immediately remove its personal property and surrender the Space to Signature in good repair and broom clean condition, ordinary wear and tear excepted.
- e. Signature and the Authority may enter the Space at all reasonable times for the purpose of routine inspections of the Space, or any other purpose reasonably necessary to protect Signature's or Authority's interest in the Space or to perform Signature's or Authority's duties under this Permit.
- 19. <u>Signage.</u> Permittee shall not place or permit to be placed in or on the Space any signs or insignlas without Signature's and, if applicable, the Airport's written consent, in the sole discretion of such parties.
- 20. Intentionally Omitted.
- Airport Security. Permittee and the Permittee Group shall comply at its own expense with all applicable security requirements, including, but not limited to, those of Signati Federal Aviation Regulations ("FAR") and the TSA, any Airport Security Program, all as amended from time to time. Permittee shall take all action necessary or as directed by Authority to ensure that members of the Permittee Group comply with such requirements. If Signature or the Authority incur any times as a result of the acts or omissions of the Permittee and/or the Permittee Group, Permittee agrees to pay all such fines and penalties in accordance with its indemnification obligation set forth herein and to cure any security deficiency immediately. Signature and the Authority reserve the right to take whatever action necessary to cure any security deficiency if Permittee fails to remedy the security deficiency promptly and to be reimbursed any and all costs and expenses associated with such action.
- LIMITATION OF LIABILITY, THE PARTIES HEREBY AGREE THAT UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE, DIMINUTION OR LOSS OF VALUE, LOSS OF USE, OR LOSS OF ANTICIPATED PROFITS.
- Insurance.
 - Minimum Insurance dollar limits required of Permittee:
 - I. Liability Airport Premises
 - (1)
 - Commercial General
 (a) Office Space only: Combined single limit \$1,000,000 per occurrence

Motor Vehicle: Combined single limit \$5,000,000 per occurrence

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

- Tevironmental / pollution: Combined Single Limit \$1,000,000 per occurrence

 [a] This coverage shall be conditionally waived if this Permit does not include the maintenance of aircraft. This conditional waiver shall be automatically revoked and Permittee shall obtain the requisite coverage if this Permit is later amended to add aircraft maintenance or if Permittee commences, without amendment, performance of aircraft maintenance in the Space (including but not limited to aircraft washing).
- ii. Property
 - All Risk Property: Full Replacement Value of any alteration or improvement to the Space Installed by Permittee
 (a) This coverage shall be conditionally waived if Permittee does not perform any alterations to the Space. This conditional waiver shall be automatically revoked and Permittee shall obtain the requisite coverage if Permittee subsequently alters or improves the Space.
- iii. Worker's Compensation & Employer's Liability

 (1) Worker's compensation. The greater of \$500,000 or as required by statute

 (2) Employer's liability: \$500,000 each occurrence for bodily injury by accident \$500,000 each occurrence for bodily injury by disease

SFSC Office-Shop Space Permit

Permittee Initials: LA Sinnature initials:

\$500,000 aggregate policy limit

- (a) Employer's liability coverage shall be conditionally waived if Permittee does not have any employees. This conditional waiver shall be automatically revoked and Permittee shall obtain the requisite coverage if Permittee subsequently hires employees.
- b. Insurers; Special Provisions For Certificates of Insurance: The insurance required to be carried by Permittee pursuant to the terms of this Agreement shall be effected under valid and enforceable policies issued by reputable and independent insurers permitted to do business in the State in which the Space is located, and rated in Best's insurance Guide, or any successor thereto (or if there be none, an organization having a national reputation) as having a general policyholder rating of "8++" or greater and a financial rating of at least "XIII." All such required liability insurance, except (1) worker's compensation and (2) employer's liability shall name (exactly as set forth in quotations) "Signature Flight Support Corporation, its parent, subsidiaries, related, and affiliated companies and the Authority" as additional insureds. To the extent All Risk Property is required pursuant to Section 23(a)(ii)(1)(a) above, Signature shall be named as Loss Payee. If the required liability polices do not contain a standard separation of insured provision, they shall be endorsed to provide cross flability coverage. To the extent that such loss, damage or liability is covered by valid and collectible insurance maintained by it, or that pursuant to this Permit should have been maintained by it, Permittee hereby waives all rights of recovery against Signature and the Signature Group. All required insurance policies shall contain a waiver of subrogation in favor of "Signature Flight Support Corporation, its parent, subsidiary, related, and affiliated companies and the Authority". All required insurance policies shall be evidenced by certificates of insurance that provide at least thirty (30) days advance written notice of any cancellation or changes adverse to the interests of Signature or its subsidiaries. Permittee may send insurance certificates to the baseas@certificates.com. Insurers; Special Provisions For Certificates of Insurance; The insurance required to be carried by Permittee pursuant to the terms of this Agreement shall be bbausa@certfocus.com
- Minimum insurance amounts stated shall not be lowered without express written consent of Signature. Higher insurance limits may be required by the Airport, in which case, the Airport's limits shall supersede the limits stated above.
- d. The certificates of insurance, with respect to the insurance requirements described above, shall state that such coverage is primary and without right of contribution from any insurance carried by Signature and that the liability assumed by Permittee under this Agreement has been specifically insured under the policies above, but such insurance in no way limits Permittee's liability hereunder,

 8. PERMITTEE ACKNOWLEDGES THAT ITS POTENTIAL LIABILITY IS NOT LIMITED TO THE AMOUNT OF ANY LIABILITY INSURANCE COVERAGE OR
- TO INSURANCE POLICY LIMITS REQUIRED IN THIS PERMIT. FURTHER, PERMITTEE SHALL BE SOLELY RESPONSIBLE FOR INSURING ITS PERSONAL PROPERTY OR OTHER CONTENTS WITHIN OR ABOUT THE SPACE.

Indemnification.

- Permittee's Indemnification. Permittee shall be liable for the acts or omissions of the Permittee, Permittee's affiliates and their respective officers, directors, employees, agents, servants, vendors, contractors, subcontractors, sublessees, invitees, guests, licensees, and their respective successors and assigns (the "Permittee Group") willhout limitation and further agrees to indemnity, defend, and forever hold harmless Signature, the Authority, their respective affiliates and their respective officers, directors, employees, agents, initiation and further agrees to indentify, detend, and forever not naminess signature, the Authority, their respective annates and their respective annates are their respective vincers, subcontractors, descriptions and assigns (collectively, the "Signature and assigns (collectively, the "Signatur
- b. Signature's indemnification. Signature shall be liable for the acts or omissions of Signature and its respective officers, directors, and employees without limitation and further agrees to indemnify, defend, and forever hold harmless the Permittee Group from and against any and all Damages incurred by the Permittee Group and arising from any negligent or willful acts or omissions of Signature and its respective officers, directors, and employees; provided, however, that this indemnify does not apply to Damages caused by the acts or omissions of the Permittee Group. Such indemnification is subject to and limited by Paragraph 22 Limitation of Liability.
- c. Exclusion and Duration. These provisions expressly exclude all Environmental Damages as set forth in Paragraph 25, below. The indemnifications set forth in this Paragraph 24 shall (1) survive the termination or expiration of this Permit, and (2) shall not be construed to negate or abridge any other indemnity obligation that would exist at common law or pursuant to this Permit, and (3) shall not be limited by any provision of insurance; and (4) shall apply to the acts or omissions of Permittee occurring on or about the Space or otherwise within the network of fixed base operations owned, operated, controlled or managed by Signature.

Environmental Removal and Disposal.

- Compliance with Environmental Regulation. Permittee is solely responsible for the proper removal and disposal of all hazardous substances, hazardous v and petroleum products as defined and regulated under applicable local, state, or federal law (collectively, "Regulated Substances") that Permittee generates or that are generated by the Permittee Group. Such removal and disposal shall include, but not be limited to, proper documentation of such Regulated Substances under its assigned Environmental Protection Agency ("EPA") Identification Number in Permittee's name. Permittee agrees to provide Signature, upon request, with the required EPA identification number and copies of any and all documentation in Permittee's name. Permittee shall comply with any and all applicable local, state and federal law and any and all Airport requirements in such removal and disposal. Additionally, Permittee is solely responsible for any and all environmental contamination that impacts the Space or any portion of Signature's leasehold premises as a result of the Permittee Group's storage or handling of any Regulated Substances on, in or at the Space.
- b. Environmental Audits. Permittee acknowledges that Signature may enter the Space from time to time to conduct environmental audits. If such environmental audit reveals the presence of contaminants in excess of acceptable levels under applicable law as a result of Permittee's use of the Space, Signature shall serve written notice to Permittee to correct the conditions within seven (7) days. Permittee shall act diligently to remove any and all such contaminants and to take all such prompt action necessary to saltsfy Signature and any authorities having jurisdiction over the Space that proper remediation has occurred as described above. If Permittee falls to act within the seven (7) day period, Signature may act to correct the conditions and shall be entitled to reimbursement for any and all costs directly or indirectly associated with such corrective action.
- c. Indemnification by Permittee. Permittee shall indemnify, defend, and forever hold harmless the Signature Group from and against all environmental claims, liabilities, damages, fines, penalties, tosses or impairments, including, but not limited to, any penalty or fine imposed by any governmental agency and the expense of cleaning up or disposing of any Regulated Substances, as well as any and all reasonable attorneys' fees (collectively, "Environmental Damages") resulting from the use and occupancy or any negligent act or omission of the Permittee Group. Permittee shall not be responsible for any type of Environmental Damages or any environmental conditions that existed before the Effective Date, except to the extent the Permittee Group exacerbates any such Issue or matter. The indemnities set forth herein Paragraph 25(c) shall survive the termination or expiration of this Permit.
- d. Environmental Protection Procedures. Permittee shall conduct its operations to meet or exceed requirements set forth in applicable local, state, and federal laws and in accordance with safe and proper industry practices in order to prevent environmental accidents. Such practices include but are not limited to the following:
 - Permittee shall at all times protect the drain from spills of Regulated Substances and agrees to instruct all its employees, agents, servants, contractors, subcontractors, invitees, and other representatives in writing regarding such requirement and the proper operation and maintenance of this drainage
 - system, and immediately notify Signature of any discharge;

 Permittee shall properly label all containers and shall not place or maintain open containers outside of the Space;

 Permittee shall cover all trash containers placed or maintained outside the Space.
- 26. Compliance With Laws, Each member of the Signature Group and the Permittee Group shall comply with all prevailing and applicable federal, state and local rules, regulations, orders, and laws of all jurisdictions having authority, including, but not limited to the Airport, FAA, TSA, in which the space is located. Permittee represents and warrants to Signature that Permittee is not a party with whom Signature is prohibited from doing business pursuant to the regulations of the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury, including those parties named on OFAC's Specially Designated Nationals and Blocked Persons List. Permittee is currently in compliance with, and shall at all times during the Term remain in compliance with, the regulations of OFAC and any other governmental requirements relating thereto. In the event of any violation of this section, Signature shall be entitled to immediately terminate this Permit and take such other actions as are permitted or required to be taken under law or in equify. PERMITTEE SHALL DEFEND, INDEMNIFTY AND HOLD HARMLESS SIGNATURE FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, RISKS, LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS) INCLURRED BY SIGNATURE ARISING FROM OR RELATED TO ANY BREACH OF THE FOREGOING CERTIFICATIONS. These indemnity obligations shall survive the expiration or earlier termination of this Permit earlier termination of this Permit.
- <u>Brokers.</u> The Parties acknowledge that no broker was in any way involved consummating this Permit and that no conversations or prior negotiations were had with any broker. itles in Paragraph 24, above, shall be applicable to claims by any broker for a brokerage commission arising out of this Permit.

SFSC Office-Shop Space Permit REV/ 02-08-2010

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Permittee initials: LA



- 28. Notice. Any notice or demand required under this Permit may be by personal service, courier, recognized overnight delivery service, or United States mail (certified mail/postage prepaid only). Notices served by United States mail are deemed properly delivered effective the third (3rd) business day and personal service, courier delivery, or recognized overnight delivery service are deemed served at the time and date of receipt confirmation provided that such notice is addressed to the Permittee as set forth in the Basic Provisions.
- Default: Remedies,
- 29. Default: Remedies,
 a. It shall be considered a "Default" pursuant to this Permit If (i) Permittee fails to make, within fourteen (14) calendar days of the date due (the "Grace Period"), payments of Aggregate Rent or any other payment required herein; (ii) Permittee shall fail to perform any non-monetary covernant herein, and such default shall continue for a period of thirty (30) days or such period of time as otherwise specified in this Permit after receipt of written notice of the default from the non-defaulting Party, provided, however, that if such Default is not reasonably susceptible to cure within such thirty (30) day period, Permittee shall be permitted the reasonable additional time as may be required to pursue, through its best and most diligent efforts, the required corrective action, not to exceed an additional thirty (30) days (this subsection il shall not apply to Permittee's failure to pay Aggregate Rent or to any Parties failure to comply with federal, state, local, or other law, statute, or regulation); (iii) Permittee shall cease to do business as a going concern; (iv) a petition is filled by or against Permittee under the Bankruptcy Act or any amendment thereto (including a petition for reorganization or an arrangement) or under any other debtor protection laws; (v) Permittee assigns its property for the benefit of creditors; (vi) Permittee assigns, transfers or encumbers this Permit without Signature's express and advance written authorization; or, (vii) there is a seizure of this Permit or the Space or any part thereof, upon execution or by other process of law directed against Permittee, or upon or subject to any creditor's attachment. The Grace Period referenced above with respect to monetary payments shall be revoked without further notice to Permittee in the event Permittee fails more than two (2) times to timely deliver any payment when due (regardless of cure) in any given consecutive welve (12) month period. (regardless of cure) in any given consecutive twelve (12) month period.
- (regardless of cure) in any given consecutive (welve (12) month period.

 b. In the event of any Default hereunder, Signature shall have the right to pursue any combination of the following remedies: (i) terminate this Permit (ii) remove the Aircraft and other personal property from the Space and relocate the Aircraft to any location on the ramp upon termination and without notice and Permittee hereby waives any right or claim to recover damages from Signature relating to such towing, removal, and relocation or storage on the ramp; (iii) declare all Aggregate Rent and other amounts payable hereunder for the balance of the Term to be immediately due and payable; (iv) perform any of Permittee's obligations and Permittee shalt relimburse Signature for any and all costs and expenses incurred including attorneys' fees, plus an administrative fee equal to ten percent (10%) of such costs, with a minimum of \$100.00; (v) Signature may enter the Space and proceed to sell, in a commercially reasonable manner, all goods, chattels and personal property found to offset any portion of Aggregate Rent and outstanding additional payments and Permittee shall pay all costs and expenses incurred or chargeable to Signature as a result of such sale; (vi) Signature may, at Signature's sole option, after or repair the Space as necessary in order to relet the entire or any part or parts of it either in Signature's name or otherwise on terms at Signature's option which may be less than or greater than the balance of Permittee's Term. No re-entry, alteration, repair or reletting shall be construed as Signature's election to terminate this Permit unless Signature has indicated otherwise. Permittee for Permittee's and Permittee's successors and assigns hereby irrevocably constitutes and appoints Signature as its agent to collect the rents due and to become due under any of Permittee's permit or the Space (or any parts thereof) without in any way affecting Permittee's obligation to pay any unpaid balance of Aggregate Rent due or to become due
- If either Party institutes an action to enforce its rights under this Permit, the prevailing Party shall be reimbursed by the other Party for its reasonable attorneys' fees in addition to any other recoverable damages.
- d. If Signature shall fall to perform or observe any covenant or requirement of this Permit, and such fallure continues for a period of thirty (30) days following receipt of written notice from Permittee of such failure (provided that such time period shall be reasonably extended for so long as Signature diligently prosecutes such cure), Permittee shall have the right to terminate this Permit by written notice to Signature.
- e. Permittee agrees that any amounts outstanding beyond any grace or cure period set forth in this Permit shall bear interest at the rate of one and one-half percent (1.5%) per month of the delinquent amount, but in no event shall the foregoing exceed the maximum amount allowable by applicable law.
- 30. <u>Independent Contractor.</u> The relationship between the Parties shall be that of independent contractors for all purposes and in no event shall persons employed or retained by either Party be employees or agents of the other.
- Force Majeure. Except for the payment of Aggregate Rent and any other sums due hereunder by Permittee, neither Party shall be liable for its failure to perform under this Permit or for any loss, Injury, damage or delay of any nature that is caused by any act of God, act of terrorism, act of nature, fire, flood, wind storm, strike, labor dispute, riot, insurrection, war or any other cause beyond either Party's control, providing, however, should the force majeure continue for more than sixty (60) days, either Party may terminate this Permit upon ten (10) days written notice.
- 32. Governing Law, This Permit shall be construed, interpreted, and enforced in accordance with the laws of the state in which the Space is located.
- WAIVER OF JURY TRIAL, THE PARTIES WAIVE THEIR RIGHT TO TRIAL BY JURY.
- 34. <u>Assignment and Subletting.</u> Permittee shall have no right to assign, transfer, mortgage, piedge, hypothecate or encumber this Permit or any interest herein or sublet the Space or any part thereof, or permit the use of the Space by any other party without Signature's prior written consent which may be withheld in its sole discretion. Signature's written consent to such a transaction shall not be deemed a release of Permittee from the obligations of this Permit, unless otherwise stated in writing by Signature. Any such contemplated assignment or subletting may further be subject to advance, written approval by the Authority. The use of the Space by any aircraft other than the Aircraft defined above shall be subject to Signature's prior written approval, which may be withheld in its sole discretion. Any such transactions in violation of the foregoing requirement shall be considered null and void and shall constitute an immediate Default, for which no cure period is available; provided however that the obligations of Permittee hereunder shall remain in full force and effect, including but not limited to the insurance, waiver and indemnification provisions, notwithstanding such a transaction or change of aircraft.
- 35, Intentionally Omitted.
- 36. intentionally Omitted.
- 37. Time of Essence. Time is of the essence in this Permit.
- 38. Amendment, No amendment, modification or alteration of the terms of this Permit shall be binding unless it is in writing and executed by both Parties.
- 39. Entire Agreement. All Exhibits attached hereto are fully incorporated into the terms and conditions of this Permit. This Permit constitutes the entire agreement and ail prior correspondence, memoranda, negotiations, or understandings (written or oral) and are merged into and superseded by this Permit, excepting the Parties' joint and several obligations under the Master Lease. This Permit shall be interpreted simply according to the plain meaning of its terms and not strictly for or against with Party regardless of which Party drafted it.
- 40. Severability, if any authority with proper jurisdiction determines that any provision is illegal, unenforceable, or invalid in whole or in part for any reason, all valid and enforceable
- 41. <u>Applicability.</u> The provisions of Paragraph 22 and Paragraph 24 shall bind Permittee and Signature with respect claims, losses, and damages arising with respect to the Space and all additional services performed by Signature with respect to the Permittee Group and its property (including the Aircraft) throughout the Base and at any other fixed base operation owned, operated, managed or controlled by Signature.
- 42. Election of Ramedies. The Parties' rights and remedies are cumulative and in addition to all other rights and remedies at law and equity. No action initiated by either Party shall be construed or interpreted as a sole election of remedies and will in no way diminish, restrict, prejudice or otherwise waive any other rights or remedies.
- 43. <u>Authority Consent Required.</u> Permittee acknowledges that, pursuant to the provisions of the Master Lease, Signature may be required to obtain Authority's written consent to this Permit, and accordingly, if applicable, the obligations, understandings and commitments of the Parties as set forth herein are expressly subject to obtaining such Authority consent.
- 44. Estoppel Certificates. Permittee shall, within fifteen (15) days after any written request from Signature, execute, acknowledge and deliver a statement eritying certain facils regarding this Permit, including but not limited to confirming the effectiveness of this Permit and the status of any defaults thereunder and/or such other matters as Signature may reasonably request. Any such statement may be relied upon by or as may be requested by Signature, its lenders, insurance carriers, auditors, and prospective purchasers. If Permittee shall fall to execute and return such statement within the time required herein, Permittee shall be deemed to have agreed with the matters set forth therein.
- 45.
- 46. Non-Walver. No walver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so walving, No waiver by any Party shall operate or be construed as a waiver in respect of any fallure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No fallure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Pennil shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder practiced any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

SFSC Office-Shop Space Permit RFV 02-06-2019

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Permittee Initials: 4.A. Signature Initials:

47. No Waste. Permittee shall not commit any waste upon the Space, or any nuisance or act which may disturb the quiet enjoyment of any other tenant of the Base.

48. Compilance With BBA Policies. Permittee acknowledges that Signature is a subsidiary of BBA Aviation, plc ("BBA") which requires its subsidiaries and affiliates to comply with any and all such policies are available at (http://www.bbaeviation.com/vision-mission-and-values/integrity), and may be amended from time to time. Permittee agrees to comply with any and all such policies and amendments thereto. Neither Permittee nor any of its subsidiaries, directors, officers, agents, employees, affiliates or other person associated with or acting on Permittee's behalf have (i) used any corporate funds for any unlawful contribution, gift, enfertalment or other unlawful expense relating to political activity or to influence official action; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment; or (iv) violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the "FCPA"); and Permittee has conducted its businesses in compliance with the FCPA and has instituted and maintains policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, compilance therewith.

Remainder of page intentionally left blank.

SFSC Office-Shop Space Permit RFV 02-06-2019

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Permittee initials: L.A. Signature initials:

Exhibit A Third Party Vendor Release ("Release")

SIGNATURE FLIGHT SUPPORT LLC, a Delaware limited liability company, ("Signature"), which maintains a Fixed Base Operation ("FBO") at Palm Beach International Airport, by its execution hereof, hereby authorizes the following person or entity, ("Vendor"), to enter the FBO premises on a temporary basis, consistent with the terms and conditions hereinafter stated.

1. <u>Vendor.</u> The name, address, and telephone number of the Vendor are as follows: Name: <u>Alrcraft Deathings Solution Address: 6159 riverwalk, lane unit 5, jupler, FL,33458</u>
Telephone: <u>561-685-7628 Email: luis@alrcraftdetailling-soultions.com,</u>
Service provided ("Service"): <u>Aircraft Detailing</u>

ovided ("Service"):

Aircraft Detailing

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

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

4. Indemnification. Vendor agrees to indemnify, defend and hold harmless Signature and the Airport, their respective officers, directors, agents and application are proved a lighting provided and official approaches the provided and approaches the provided an

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

 5. Insurance.

 Before commencing Services, Vendor shall evidence the following types and amounts of insurance:

 Liability - Airport Premises
 - - - (1) (2) Commercial general

Motor vehicle

Combined single limit \$5,000,000 per occurrence, products and completed operations

Combined single limit \$5,000,000 per occurrence

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

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

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

Worker's Compensation & Employer's Liability

(1) Worker's compensation

Employer's liability

The greater of \$500,000 or as required by statute \$500,000 each occurrence for bodily Injury by accident \$500,000 each occurrence for bodily injury by disease

\$500,000 aggregate policy limit

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

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

Signature Flight Support LLC	Vendor: Aircraft detailing Solutions inc.
Ву:	By: Surs arous
Name: Davisa Gym	Name: Luis Araujo
Title: GENERAL MANAGE	Title: President
Date: 7 (14 TE	Dale:3/14/22

Space Permit REV 12.13,2021

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Permittee Initials: Signature Initials:

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 ("LESSEE"), dated September 30, 2004 (R-2004-1990 as amended), (the "Lease Agreement"), hereby consents to LESSEE entering into a Airport Space Permit with Executive Jet Management, Inc. (the "SUBLESSEE") with an effective date of March 1, 2022, (the "Sublease") 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 May 2027 by the C	County Administrator or the Director of
the Department of Airports on behalf of and pursuant to the author	ority granted by the Board of County
Commissioners.	
By: Sama Bube Du	
Title: Director of Airports	
Approved as to Form and Legal Sufficiency:	
By:	
County Attorney	

Consent to Sublease Form approved October 18, 1994 R-94-1453

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 ("LESSEE"), dated September 30, 2004 (R-2004-1990 as amended), (the "Lease Agreement"), hereby consents to LESSEE entering into a Airport Space Permit with Executive Jet Management, Inc. (the "SUBLESSEE") with an effective date of March 1, 2022, (the "Sublease") 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.

	20, by the County Administrator or the Director of suant to the authority granted by the Board of County
By: Title: Director of Airports	<u>Pev</u>
Approved as to Form and Legal Sufficiency:	
By:County Attorney	

Consent to Sublease Form approved October 18, 1994 R-94-1453

AIRPORT SPACE PERMIT

"Effective Date": 03/01/2022

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

"Permittee": Executive Jet Management, Inc., an Ohio 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 , Florida ("Airport") all as more particularly described in the Master Lease, as amended from time to time

"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 E or A	Hangar	6953		\$5105.28			
Hangar E or A	Office	361	361 A1				
Additional Monthly Landing Fee N936MP							
Additional Monthly CAM Charge							
TOTAL MONTH	ILY BASE RENT			\$6572.94			

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
Gulfstream	G-450	N936MP	4173

[&]quot;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 02/28/2023 ("Term").

"Security Deposit": \$12,193.32



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: Daniel Lyon 1500 Perimeter Road

West Palm Beach, FL, 33406

Email: <u>Daniel.Lyon@signatureflight.com</u>

If to Permittee: Executive Jet Management, Inc. 4556 Airport Road Cincinnati OH 45226

Attention; Mike Driller

Work: 513-979-6032 Cell: 513-310-7881 Facsimile: 513-979-6836 Email : mdriller@ejmjets.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

Printed Name: Device Lyon

Date: 3/11/2022

Executive slet Management, Inc.

By: Barbara Telek
Printed Name:

Title: CFO

Date: Mar-10-2022 | 6:51 AM PST

Space Permit REV 02-21-2021

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Permittee Initials:

SPACE PERMIT GENERAL TERMS AND CONDITIONS

- 1. <u>Basic Provisions.</u> 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."
- Term.
- a. This Permit shall be for Term as defined above. Permittee shall vacate the Space upon the expiration or earlier termination of this Permit. Permittee shall reimburse Signature for, and indemnify Signature against, all damages, costs, liabilities and expenses, including attorneys' fees, which Signature shall incur on account of Permittee's delay in so vacating the Space. If Permittee shall not vacate the Space upon the expiration or earlier termination of this Permit, the Base Rent shall be increased to 200% of the Base Rent then in effect and Permittee's obligation to pay Aggregate Rent shall continue, but nothing herein shall limit any of Signature's rights or Permittee's obligations arising from Permittee's failure to vacate the Space, including, without limitation, Signature's right to repossess the Space and remove Permittee therefrom at any time after the expiration or earlier termination of this Permit and Permittee's obligations and coverants arising pursuant to this permit, including but not limited to its waivers, and obligations to reimburse and indemnity Signature as provided in the preceding sentence or as otherwise set forth in this Permit.
- b. Notwithstanding anything to the contrary, this Permit may be terminated by Permittee without penalty or further obligation to pay rent, upon 30 days' written notice to Signature, in the event that (1) the Aircraft is sold and not replaced or (2) the Management Agreement between Permittee and the Aircraft owner terminates (or Permittee has received notice of such termination) and provided that Permittee is not in default of this Permit or these General Terms and Conditions.
- 3. Aircraft. The Hangar Space and/or Ramp Space, as applicable, shall be used and occupied by Permittee for the storage of only the Aircraft.
- 4. Rent.
- a. Base Rent. Permittee agrees to pay Base Rent to Signature (a prorated amount if the Term commences on a day other than the first day of the month) on the first day of each month thereafter during the Term. Base Rent is payable in advance upon receipt of an invoice therefor,
- b. Annual Base Rent Adjustment. Effective as of the first anniversary of the Effective Date and continuing each anniversary thereafter (each an "Adjustment Date"), the then-current Base Rent shall be increased by the greater of the following: (i) three percent (3%) or (ii) the "CPI Adjustment". For purposes of this Permit, the "CPI" shall be the Consumer Price index of the Bureau of Labor Statistics of the U.S. Department of Labor for CPI U (Ail Urban Consumers), for All Urban Consumers, All Items (1982-1984 = 100). The "CPI Adjustment" shall be an amount equal to the Current Index Number minus the Base Index Number, divided by the Base Index Number. The "Current Index Number" shall be the CPI for the month two (2) months prior to the Adjustment Date. The "Base Index Number" shall be the CPI for the month twelve (12) months prior to the Current Index Number. In the event the compilation and/or publication of the CPI shall be discontinued or materially altered, Signature shall choose a reasonable replacement index. Such Annual Base Rent Adjustment shall be notified to Permittee in writing at least 30 days in advance of such increase.
- C. Supplemental and Aggregate Rent. In addition to the Base Rent, Permittee shall pay to Signature, on a monthly basis if applicable, and upon receipt of an invoice therefor, except for real estate taxes which shall be paid on an annual basis, along with such Base Rent, any and all additional sums other than Base Rent due and owing to Signature as a result of Permittee's tenancy, including but not limited to the Facility Charge, CAM Charge, and those amounts referenced in Section 4(d) below ("Supplemental Rent"). Base Rent and Supplemental Rent are hereinafter referred to collectively as "Aggregate Rent".
- d. Airport Concession Fees and Charges; and Taxes. Permittee agrees to pay Airport concession fees, charges, and/or taxes, which shall be assessed at the rate applicable at the time of each monthly Base Rent payment and subject to change at the Airport's (or Authority's) discretion, as well as all applicable and then-prevailing state and federal taxes relating to Permittee's use and/or the terms and conditions of this Permit.
- e. Common Area Maintenance. (CAM) Charge: Permittee shall pay to Signature monthly, as Additional Rent, the Permittee's proportionate share of expenses of every kind paid or incurred by Signature for the operation, upkeep, maintenance, repair or renewal of the Space and Common Use Areas. The CAM Charge shall include, but is not limited to, maintenance and landscaping, fire suppression system maintenance and certification, security and access controls/phones, utilities, and property insurance. Notwithstanding the foregoing, the CAM Charge shall exclude the following: (1) Master Lease rent; (2) capital improvements; (3) mortgage payments; (4) depreciation; (5) leasing commissions, attorneys' fees, special principles, fees or interest incurred as a result of Signature's failure to make a payment when due. The CAM Charge shall be adjusted annually. Prior to execution of this Agreement and prior to making any adjustment to the CAM Charge, Signature shall provide Permittee adequate documentation to demonstrate to Permittee's reasonable satisfaction that the CAM Charge accurately reflects Permittee's share of the costs contemplated in this Section 4(e).
- f. Late Fee. Any payment not delivered within ten (10) calendar days following the date due shall be subject to a late fee equal to the greater of five percent (5%) of the amount due, but in no event higher than the maximum rate allowable by law. Any late fee so imposed shall be deemed Supplemental Rent.
- 5. Security Deposit a deposit of \$12,193.32 is on file.
- 6. Authority. Permittee represents that it is fully authorized to enter into this Permit on behalf of the Permittee and any owner(s) of the Aircraft and to bind the Permittee and the Aircraft owner(s) to the terms and conditions set forth in this Permit.
- 7. <u>Storage.</u> Permittee shall prohibit the storage, maintenance (including washing), or operation of any motor vehicle, recreational vehicle, or boat in the Space. Permittee covenants and agrees that at no time during the Term will Permittee, together with its agents, employees, contractors, subcontractors, invitees, officers, directors, servants or vendors (collectively, hereinafter referred to as ("Permittee Group"), be permitted to store, maintain or operate any motor vehicle, recreational vehicle, or any vehicle considered to be personal property in, around, or upon the Space.
- 8. <u>Common Areas.</u> Permittee is authorized to use designated common use areas of the Base, including, but not limited to, restrooms, entry ways, hallways and vending areas, as specified by Signature's local general manager, subject to reasonable rules and regulations imposed by Signature.
- 9. <u>Security of Personal Property.</u> Permittee is at all times responsible for securing and locking the Aircraft, including but not limited to properly attaching tie down ropes or chains. Signature's performance of any Anciliary Services or providing ropes, chains, or chocks does not constitute Signature's acceptance of responsibility for the Aircraft's overall security. Signature shall not accept keys to Permittee's Aircraft, automobiles, or other vehicles. Signature shall not be responsible for the storage or security of Permittee's personal property, including but not limited to deliveries made to Permittee.
- 10. <u>Utilities</u>. Permittee shall be responsible for its pro-rata share of charges for water, gas, wastewater, electricity, telephone systems, securify systems and other public utilities ("Utilities") supplied to Permittee and/or the Space. Signature may invoice Permittee monthly for such Utilities charges or include the same in CAM. If Permittee requires utilities other than those or in quantities greater than those available at the Effective Date, Permittee is solely responsible to arrange for them, coordinate their installation with Signature's requirements, and pay for such costs, including any impact fees.
- Master Lease, Alteration of Prevailing Land Rents by Authority. The Master Lease and all amendments thereto, prior to and subsequent to the Effective Date, are incorporated herein and are available for Permittee's inspection and review. The terms and conditions of this Permit shall be subject and subordinate in all respects to the Master Lease, as amended from time to time, and any provision of such Master Lease required to be addressed herein shall be deemed incorporated herein. Signature reserves the right to increase Permittee's then-prevailing monthly Base Rent and/or Supplemental Rent by a corresponding amount of any increase imposed by the Authority or any other authority having jurisdiction over the Airport and Signature's leasehold interest by changes in rules, regulations, ordinances, orders, decrees, or any law resulting in an increase in the prevailing land rents or concession fees, etc. applicable to Signature, including but not limited to alteration or adjustment of rents pursuant to the Master Lease. Signature shall provide Permittee a minimum of thirty (30) business days' written notice from Signature of any increase allowable pursuant to this Paragraph 11.
- 12. Taxes. Additionally, Permittee agrees to pay all such taxes and assessments, which are assessed against or provided to Signature for personal property in the care, custody and control of Permittee located in, on or about the Space. Signature agrees to furnish Permittee promptly with all pertinent official tax bills, statements, invoices, and assessments consistent

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with Signature's receipt of same. Permittee hereby authorizes Signature to provide information relating to the presence of Permittee's personal property on or about the Space as requested by any governmental authority having jurisdiction or authority with respect to the taxation of such personal property.

- Signature Ancillary Services. It is acknowledged by the Parties that other services not described in this Permit may be requested by Permittee for the Aircraft (or on behalf of the Aircraft owner/operator) to be performed by Signature. Such ancillary services may include, but are not limited to, the sale of aircraft parts and components, temporary hangar space, the performance of aircraft maintenance and avionics, fueling, defueling, deicing and interior/exterior cleaning (collectively, "Ancillary Services"). Signature agrees to furnish and/or perform such Ancillary Services at the request of the Permittee at Signature's prevailing and locally-established rates or as otherwise negotiated between Signature local management and Permittee. Such requests may be made by Permittee verbally or in writing. If such Ancillary Services are provided, Permittee agrees to pay Signature for all such work, which shall be subject to all of the terms and conditions of this Permit. Any sums due and owing to Signature as a result of its provision of Ancillary Services shall be Supplemental Rent unless paid for at the time of service.
- 14. Prohibited Uses. Permittee shall not use the Space for any use which is not expressly allowed by the Master Lease or any applicable rule or regulations, and further, Permittee shall not allow the use of the Space for the operation of a fixed base operation or any business substantially similar to any portion of Signature's authorized general or commercial aviation operations at the Airport. Permittee expressly warrants and represents without limitation that it shall not at any time during the term of this Permit undertake for itself or cause to be undertaken through others, including, but not limited to its employees, agents, subcontractors, or invitees, any services permitted to Signature under the Master Lease, including, but not limited to the following:
 - a. Installation of any fuel storage and dispensing facilities (including mobile delivery of fuel);
 - **b.** Receipt and storage of any fuel product, including, but not limited to, aviation and motor fuels;
 - C. Into-plane or into-truck delivery of any aviation or motor fuels;
 - Rotorcraft or aircraft sales or rentals (Permittee demonstration flights excluded);
 - e. Flight training (Permittee in-house flight training excluded);
 - f. Rotorcraft or aircraft radio and instrument sales and service (avionics);
 - Specialized rotorcraft or aircraft repair service for a third party;
 - h. Air transport of mail or cargo for hire;
 - i. Hangaring or servicing of aircraft for a third party, including without limitation that of a transient or non-based tenant, subtenant, sub-permittee, guest, or invitee of the Permittee;
 - i. Deicing of aircraft:
 - k. Temporary parking, including overnight parking, of aircraft, other than the Aircraft;
 - Maintenance/ avionics services for a third party;
 - m. Wash aircraft;
 - n. Other activity adverse or disruptive to Signature or Airport interests as may be determined by Signature in its sole but reasonable judgment.
- 15. Third Party Vendors. Any third party seeking access to any part of the Space and/or the Base to perform any commercial activity ("Third Party Vendor") may enter Signature's leasehold (including the Space) only after the Third Party Vendor has:
 - a. Executed the Vendor Release, an exemplar of which is attached as Exhibit A;
 - Provided Signature with a Certificate of Insurance for the requisite insurance coverage; and,
 - C. Obtained written authorization for entry from Signature via its execution of the Vendor Release.

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

- 16. <u>Termination of Master Lease.</u> If the Master Lease is terminated or abated, such termination or abatement shall cancel or abate this Permit and Permittee shall look to Signature's successor-in-interest or to the Authority for relief or continuance of its rights as established in this Permit. Permittee shall have the right to remove all of its fixtures, equipment, personal property and other property from the Space deemed to be removable or non-improvement provided Permittee shall repair any damage to the Space as a result of such removal.
- 17. <u>Destruction or Condemnation of Space.</u> If, after the Effective Date, any significant portion of the Space is destroyed by fire or other casualty, Permittee or Signature shall have the option upon written notice to the other Party to terminate its obligations under this Permit provided Permittee shall not exercise such right in the event such destruction or casualty arises either directly or indirectly from Permittee's acts or omissions. If all or part of the Space is taken or condemned by any authority for any public use or purpose, which renders the Space untenantable or unusable, this Permit shall terminate as of the date title vests in such authority, and the Aggregate Rent shall be apportioned as of such date.
- 18. <u>Acceptance; Maintenance; Surrender.</u>
- a. Permittee accepts the Space in its "as is" condition on the Effective Date of this Permit and Signature shall have no liability or obligation to make any alterations or improvements of any kind on or about any portion of the Space. Permittee shall not alter the Space in any fashion without the prior written consent of Signature, which may be withheld in Signature's sole discretion.
- b. Signature is responsible for all routine maintenance and repair to the Space, including, but not limited to, HVAC systems, painting, cleaning, glass replacement, and structural repairs; provided however that Permittee shall be responsible for maintenance and repair costs arising from the acts or omissions of the Permittee Group. Permittee shall be responsible for keeping the Space clean and orderly, including the removal of trash and debris from the Space and for complying with applicable rules and regulations for the operation of equipment and Permittee's business within the Space.
- c. Permittee shall not perform or conduct any operation that in any way which adversely impacts the structural integrity of any portion of the Space or which accelerates its ordinary deterioration.
- d. Upon the expiration, or earlier termination, of the Term, Permittee shall immediately remove its personal property and surrender the Space to Signature in good repair and broom clean condition, ordinary wear and tear excepted.
- 19. <u>Signage.</u> Errorl Bookmark not defined. Permittee shall not place or permit to be placed in or on the Space any signs or insignlas without Signature's and, if applicable, the Airport's written consent, in the sole discretion of such parties.
- 20. Non-Exclusive Easements. Signature grants to Permittee a non-exclusive easement to transition Permittee's Aircraft, if applicable, to and from the Hangar Deck Space or other aircraft storage space controlled by Signature to an Airport taxiway and to provide ingress and egress to and from the Space for authorized vehicles, including, all vehicles and other equipment required by Permittee's employees, vendors, contractors and authorized subcontractors. All vehicles and vehicle operators shall fully comply with Signature's and the Authority's rules and regulations regarding Airport and Aircraft Operations Area (AOA) access.
- 21. Airport Security. Permittee and the Permittee Group shall comply at its own expense with all applicable security requirements, including, but not limited to, those of Signature, Federal Aviation Regulations ("FAR") and the TSA, any Airport Security Program, all as amended from time to time. Permittee shall take all action necessary or as directed by Authority to ensure that members of the Permittee Group comply with such requirements. If Signature or the Authority incur any fines as a result of the acts or omissions of the Permittee and/or the Permittee Group, Permittee agrees to pay all such fines and penalties in accordance with its indemnification obligation set forth herein and to cure any security deficiency immediately. Signature and the Authority reserve the right to take whatever action necessary to cure any security deficiency if Permittee fails to remedy the security deficiency promptly and to be reimbursed any and all costs and expenses associated with such action.

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

23. Insurance.

- Minimum insurance dollar limits required of Permittee (to cover all Permits in the Signature-EJM Hangar Program): a.
 - i. Alreraft Hull and Liability
 - Aircraft hull: All risk aircraft hull insurance for 100% of total aircraft cost insuring against loss to aircraft
 - (2) Aircraft liability: Aircraft liability insurance (ground/flight) with a minimum combined single limit at least equal to the requisite commercial general liability (below) covering bodily injury (including passengers) and property damage
 - Aircraft hull and liability coverage shall be conditionally waived if this Permit does not include the storage of an aircraft. This conditional waiver shall be automatically revoked and Permittee shall obtain the requisite coverage if this Permit is later amended to add aircraft storage space.
 - ii. Liability Airport Premises
 - (1)
- Commercial General
 (a) Combined single limit \$50,000,000 per occurrence
- Motor Vehicle: Combined single limit \$5,000,000 per occurrence

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

 <u>Environmental / pollution:</u> Combined Single Limit \$1,000,000 per occurrence
 - (a) This coverage shall be conditionally waived if this Permit does not include the maintenance of aircraft. This conditional waiver shall be automatically revoked and Permittee shall obtain the requisite coverage if this Permit is later amended to add aircraft maintenance or if Permittee commences, without amendment, performance of aircraft maintenance in the Space (including but not limited to aircraft washing).
 - iii. Property
- (1) All Risk Property: Full Replacement Value of any alteration or improvement to the Space installed by Permittee
 (a) This coverage shall be conditionally waived if Permittee does not perform any alterations to the Space. This conditional waiver shall be automatically revoked and Permittee shall obtain the requisite coverage if Permittee subsequently alters or improves the Space.

 iv. Worker's Compensation & Employer's Liability
- - Worker's compensation: The greater of \$500,000 or as required by statute Employer's liability: \$500,000 each occurrence for bodily injury by accident

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

- (a) Employer's liability coverage shall be conditionally waived if Permittee does not have any employees. This conditional waiver shall be automatically revoked and Permittee shall obtain the requisite coverage if Permittee subsequently hires employees.
- Minimum insurance dollar limits provided by Signature (to cover all Permits in the Signature-EJM Hangar Program): b.
 - - Commercial General: Combined single limit not less than \$50,000,000 per occurrence

 Motor Vehicle: Combined single limit \$5,000,000 per occurrence

 Workers Compensation: to statutory limits

 - Employer's Liability: not less than \$1,000,000 per occurrence
 Hangarkeepers Liability: \$30,000,000 per aircraft and \$30,000,000 per occurrence
 Signature shall provide Permittee with certificates evidencing such insurance upon execution of this permit and at renewal of the policies for the Permit term.
- C. Insurers; Special Provisions For Certificates of Insurance: The insurance required to be carried by Permittee pursuant to the terms of this Agreement shall be effected under valid and enforceable policies issued by reputable and independent insurers permitted to do business in the State in which the Space is located, and rated in Best's Insurance Guide, or any successor thereto (or if there be none, an organization having a national reputation) as having a general policyholder rating of "8++" or greater and a financial rating of at least "XIII." All such required liability insurance obtained by Permittee, except (1) worker's compensation and (2) employer's liability shall name (exactly as set forth in quotations) "Signature Flight Support LLC, its parent, subsidiaries, related, and affiliated companies and the Authority and their respective officers, directors, managers, agents, and employees" as additional insureds. All such required liability insurance obtained by Signature, except (1) workers compensation and (2) employer's liability shall name (exactly as set forth in quotations) "Executive Jet Management, Inc., its parent, subsidiaries, related, and affiliated companies and their respective officers, directors, managers, agents, and employees" as additional insureds. To the extent All Risk Property is required provision extended to a substitute expense of insured provision of insured provision of insured provision of the provision of insured provision of the provision of insured provision of the provisi separation of insured provision, they shall be endorsed to provide cross liability coverage. To the extent that such loss, damage or liability is covered by valid and collectible insurance maintained by it, or that pursuant to this Permit should have been maintained by it, Permittee hereby waives all rights of recovery against Signature and the Signature Group. All required insurance policies shall be evidenced by certificates of insurance that (a) contain a waiver of subrogation in favor of the other Party, its parent, subsidiaries, related and affiliated companies and their respective officers, directors, managers, agents, and employees and the Authority, and (b) provide at least thirty (30) days advance written notice of any cancellation or changes adverse to the interests of the other Party. Permittee may send insurance certificates to the Signature Insurance Department via any of the following methods: (i) by mail to Signature Flight Support LLC, 13485 Veterans Way, Attention: Real Estate 5th Floor, Orlando, FL 32827 or (ii) by email to Realestate@signatureflight.com. Minimum insurance amounts stated shall not be lowered without express written consent of Signature Flight Support LLC. Higher insurance limits may be required by the Airport, in which case, the Airport's limits shall supersede the limits stated above. the limits stated above.
- The certificates of insurance, with respect to the insurance requirements described above, shall state that such coverage is primary and without right of contribution from any insurance carried by Signature and that the liability assumed by Permittee under this Agreement has been specifically insured under the policies above, but such insurance in no way limits Permittee's liability hereunder.
- PERMITTEE ACKNOWLEDGES THAT ITS POTENTIAL LIABILITY IS NOT LIMITED TO THE AMOUNT OF ANY LIABILITY INSURANCE COVERAGE OR TO INSURANCE POLICY LIMITS REQUIRED IN THIS PERMIT. FURTHER, PERMITTEE SHALL BE SOLELY RESPONSIBLE FOR INSURING ITS PERSONAL PROPERTY OR OTHER CONTENTS WITHIN OR ABOUT THE SPACE.
- 24. Indemnification.
- Permittee's indemnification. Permittee shall be liable for the acts or omissions of the Permittee Group without limitation and further agrees to indemnify, defend, and forever hold harmless Signature, the Authority and their respective officers, directors, employees, agents, servants, contractors, subcontractors, vendors, invitees (collectively, the "Signature Group") from and against any and all third party claims, liabilities, losses, demands, fines, suits, penalties, actions, judgments or other expenses, including, but not limited to, FAA and TSA fines or assessments, reasonable attorneys' tees and costs (collectively, "Damages") incurred by the Signature Group and arising from any negligent or willful acts or omissions of the Permittee Group; provided, however, that this indemnity does not apply to Damages to the extent that they are caused by the negligence of the Signature Group. Such

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indemnification is subject to and limited by Paragraph 22 Limitation of Liability.

- Signature's indemnification. Signature shall be liable for the acts or omissions of the Signature Group without limitation and further agrees to indemnify, defend, and forever hold harmless the Permittee Group from and against any and all third party Damages incurred by the Permittee Group and arising from any negligent or willful acts or omissions of the Signature Parties; provided, however, that this indemnity does not apply to Damages caused by the negligence of the Permittee Group. Such indemnitication is subject to and limited by Paragraph 22 Limitation of Liability.
- c. Exclusion and Duration. These provisions expressly exclude all Environmental Damages as set forth in Paragraph 25, below. The indemnifications set forth in this Paragraph 25 shall (1) survive the termination or expiration of this Permit, and (2) shall not be construed to negate or abridge any other indemnify obligation that would exist at common law or pursuant to this Permit, and (3) shall not be limited by any provision of insurance; and (4) shall apply to the acts or omissions of Permittee Group occurring on or about the Space or otherwise within the network of fixed base operations owned, operated, controlled or managed by Signature.

Environmental Removal and Disposal.

- a. Compliance with Environmental Regulation. Permittee is solely responsible for the proper removal and disposal of all hazardous substances, hazardous wastes and petroleum products as defined and regulated under applicable local, state, or federal law (collectively, "Regulated Substances") that Permittee generates or that are generated by the Permittee Group. Such removal and disposal shall include, but not be limited to, proper documentation of such Regulated Substances under its assigned Environmental Protection Agency ("EPA") Identification Number in Permittee's name. Permittee agrees to provide Signature, upon request, with the required EPA identification number and copies of any and all documentation in Permittee's name. Permittee shall comply with any and all applicable local, state and federal law and any and all Airport requirements in such removal and disposal. Additionally, Permittee is solely responsible for any and all environmental contamination that impacts the Space or any portion of Signature's leasehold premises as a result of the Permittee Group's storage or handling of any Regulated Substances on, in or at the Space.
- b. Environmental Audits. Permittee acknowledges that Signature may enter the Space from time to time to conduct environmental audits. If such environmental audit reveals the presence of contaminants in excess of acceptable levels under applicable law as a result of Permittee's use of the Space, Signature shall serve written notice to Permittee to correct the conditions within seven (7) days. Permittee shall act diligently to remove any and all such contaminants and to take all such prompt action necessary to satisfy Signature and any authorities having jurisdiction over the Space that proper remediation has occurred as described above. If Permittee fails to act within the seven (7) day period, Signature may act to correct the conditions and shall be entitled to reimbursement for any and all costs directly or indirectly associated with such corrective action.
- C. Indemnification by Permittee. Permittee shall indemnify, defend, and forever hold harmless the Signature Group from and against all environmental claims, liabilities, damages, fines, penalties, losses or impairments, including, but not limited to, any penalty or fine imposed by any governmental agency and the expense of cleaning up or disposing of any Regulated Substances, as well as any and all reasonable attorneys' fees (collectively, "Environmental Damages") resulting from the use and occupancy or any negligent act or omission of the Permittee Group. Permittee shall not be responsible for any type of Environmental Damages or any environmental conditions that existed before the Effective Date, except to the extent the Permittee Group exacerbates any such issue or matter. The indemnities set forth herein Paragraph 25(c) shall survive the termination or expiration of this Permit.
- Environmental Protection Procedures. Permittee shall conduct its operations to meet or exceed requirements set forth in applicable local, state, and federal laws and in accordance with safe and proper industry practices in order to prevent environmental accidents. Such practices include but are not limited to the following:
 - Permittee shall at all times protect the drain from spills of Regulated Substances and agrees to instruct all its employees, agents, servants, contractors, subcontractors, invitees, and other representatives in writing regarding such requirement and the proper operation and maintenance of this drainage (i) system, and immediately notify Signature of any discharge;

 Permittee shall properly label all containers and shall not place or maintain open containers outside of the Space;

 Permittee shall cover all trash containers placed or maintained outside the Space.
- 26. Compliance With Laws. Each member of the Signature Group and the Permittee Group shall comply with all prevailing and applicable federal, state and local rules, regulations, orders, and laws of all jurisdictions having authority, including, but not limited to the Airport, FAA, TSA, in which the space is located. Each of Permittee and Signature represents and warrant that it is not a party with whom the other Party is prohibited from doing business pursuant to the regulations of the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury, including those parties named on OFAC's Specially Designated Nationals and Blocked Persons List. Signature and Permittee are currently in compliance with, and shall at all times during the Term remain in compliance with, the regulations of OFAC and any other governmental requirements relating thereto. In the event of any violation of this section, the non-violating Party shall be entitled to immediately terminate this Permit and take such other actions as are permitted or required to be taken under law or in equity. EACH PARTY SHALL DEFEND, INDEMNIFIY AND HOLD HARMLESS THE OTHER PARTY FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, RISKS, LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS) INCURRED BY SUCH PARTY ARISING FROM OR RELATED TO ANY BREACH OF THE FOREGOING CERTIFICATIONS. These indemnity obligations shall survive the expiration or earlier termination of this Permit. indemnity obligations shall survive the expiration or earlier termination of this Permil.

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- 28. Brokers. The Parties acknowledge that no broker was in any way involved consummating this Permit and that no conversations or prior negotiations were had with any broker. The indemnities in Paragraph 24, above, shall be applicable to claims by any broker for a brokerage commission arising out of this Permit.
- 29. Notice. Any notice or demand required under this Permit may be by personal service, courier, recognized overnight delivery service, United States mail (certified mail/postage prepaid only), or facsimile transmittal. Notices served by United States mail are deemed properly delivered effective the third (3rd) business day and personal service, courier delivery, or facsimile transmittal are deemed served at the time and date of receipt confirmation provided that such notice is addressed to the Permittee as set forth in the Basic Provisions.

30. Default; Remedies.

- a. It shall be considered a "Default" pursuant to this Permit if (i) Permittee fails to make, within fourteen (14) calendar days of the date due (the "Grace Period"), payments of Aggregate Rent or any other payment required herein; (ii) Permittee shall fail to perform any non-monetary covenant herein, and such default shall continue for a period of thirty (30) days after receipt of written notice of the default from the non-defaulting Party, provided, however, that if such Default is not reasonably susceptible to cure within such thirty (30) day period, Permittee shall be permitted the reasonable additional time as may be required to pursue, through its best and most diligent efforts, the required corrective action, not to exceed an additional thirty (30) days (this subsection ii shall not apply to Permittee's failure to pay Aggregate Rent or to any Parties failure to comply with federal, state, local, or other law, statute, or regulation); (iii) Permittee shall cease to do business as a going concern; (iv) a petition is filed by or against Permittee under the Bankruptcy Act or any amendment thereto (including a petition for reorganization or an arrangement) or under any other debtor protection laws; (v) Permittee assigns its property for the benefit of creditors; (vi) Permittee assigns, transfers or encumbers this Permit without Signature's express and advance written authorization; or, (vii) there is a seizure of this Permit or the Space or any part thereof, upon execution or by other process of law directed against Permittee, or upon or subject to any creditor's attachment. The Grace Period referenced above with respect to monetary payments shall be revoked without further notice to Permittee in the event Permittee fails more than two (2) times to timely deliver any payment when due (recardless of cure) in any oiven consecutive twelve (12) month further notice to Permittee in the event Permittee fails more than two (2) times to timely deliver any payment when due (regardless of cure) in any given consecutive twelve (12) month
- in the event of any Default hereunder, Signature shall have the right to pursue any combination of the following remedies: (i) terminate this Permit (ii) remove the Aircraft from the Space and relocate the Aircraft to any location on the Ramp upon termination and without notice and Permittee hereby waives any right or claim to recover damages from Signature relating to such towing, removal, and relocation or storage on the Ramp; (iii) declare all Aggregate Rent and other amounts payable hereunder for the balance of the Term to be immediately due and payable; (iv) perform any of Permittee's obligations and Permittee's shall relimburse Signature for any and all costs and expenses incurred, including attorneys' fees, plus an administrative fee equal to ten percent (10%) of such costs, with a minimum of \$100.00; (v) Signature may enter the Space and proceed to sell, in a commercially reasonable manner, all goods, chattels and personal property found to offset any portion of Aggregate Rent and outstanding additional payments and Permittee shall pay all costs and expenses incurred or chargeable to Signature as a result of such sale; (vi) Signature may, at Signature's sole option, after or repair the Space as necessary in order to relet the entire or any part or parts of it either in Signature's name or otherwise on terms at Signature's option which may be less than or greater than the balance of Permittee's Term. No re-entry, alteration, repair or reletting shall be construed as Signature's election to terminate this Permit unless Signature has indicated otherwise. Permittee for Permittee's and Permittee's successors and assigns hereby Irrevocably constitutes and appoints Signature as its agent to collect the rents due and to become due under any of Permittee's permit for the Space (or any parts thereof) without in any way affecting Permittee's obligation to pay any unpaid balance of Aggregate Rent due or to become due hereunder. In addition to the foregoing, Signature is entitled to all rights and

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remedies available to it at law or equity.

- If either Party institutes an action to enforce its rights under this Permit, the prevailing Party shall be reimbursed by the other Party for its reasonable attorneys' fees C. in addition to any other recoverable damages.
- If Signature shall fail to perform or observe any covenant or requirement of this Permit, and such failure continues for a period of thirty (30) days following receipt d. of written notice from Permittee of such failure (provided that such time period shall be reasonably extended for so long as Signature diligently prosecutes such cure), Permittee shall have the right to terminate this Permit by written notice to Signature.
- e. Permittee agrees that any amounts outstanding beyond any grace or cure period set forth in this Permit shall bear interest at the rate of one and one-half percent (1.5%) per month of the delinquent amount, but in no event shall the foregoing exceed the maximum amount allowable by applicable law.
- 31. Independent Contractor. The relationship between the Parties shall be that of independent contractors for all purposes and in no event shall persons employed or retained by either Party be employees or agents of the other.
- 32. <u>Force Majeure.</u> Except for the payment of Aggregate Rent and any other sums due hereunder by Permittee, neither Party shall be liable for its failure to perform under this Permit or for any loss, injury, damage or delay of any nature that is caused by any act of God, act of terrorism, act of nature, fire, flood, wind storm, strike, labor dispute, riot, insurrection, war or any other cause beyond either Party's control, providing, however, should the force majeure continue for more than sixty (60) days, either Party may terminate this Permit upon ten 32. Permit or for (10) days written notice.
- 33. Governing Law. This Permit shall be construed, interpreted, and enforced in accordance with the laws of the state in which the Space is located.
- 34. WAIVER OF JURY TRIAL. THE PARTIES WAIVE THEIR RIGHT TO TRIAL BY JURY.
- 35. Assignment and Subletting. Permittee shall have no right to assign, transfer, mortgage, pledge, hypothecate or encumber this Permit or any interest herein or sublet the Space or any part thereof, or permit the use of the Space by any other party without Signature's prior written consent which may be withheld in its sole discretion. Signature's written consent to such a transaction shall not be deemed a release of Permittee from the obligations of this Permit, unless otherwise stated in writing by Signature. Any such contemplated assignment or subletting may further be subject to advance, written approval by the Authority. The use of the Space by any aircraft other than the Aircraft defined above shall be subject to Signature's prior written approval, which may be withheld in its sole discretion. Any such transactions in violation of the foregoing requirement shall be considered null and void and shall constitute an immediate Default, for which no cure period is available; provided however that the obligations of Permittee hereunder shall remain in full force and effect, including but not limited to the insurance, waiver and indemnification provisions, notwithstanding such a transaction or change of aircraft.
- Fuel Purchases. Unless Permittee occupies Office or Shop Space only, Permittee agrees to purchase reasonable and substa antial quantities of fuel from Signature in connection with the operation of the Aircraft based or otherwise operated from the Space in exchange for Signature furnishing Permittee the use of Signature's general aviation terminal facilities and amenities, as well as furnishing other basic and customary Ancillary Services related to the Aircraft based or operated from the Space. Such fuel purchases constitute an integral part of the basis of bargain and material consideration for Signature to enter into this Permit at the rental rates set forth herein.
- 37. <u>Aircraft Towing.</u> Signature shall have the primary responsibility to tow Aircraft at the Airport as one of the Ancillary Services offered by Signature. The Permittee Group agrees not to undertake the towing/repositioning of the Aircraft, except in the event of an emergency. "Emergency" is defined as an unanticipated and sudden event in which the safety, security or integrity of an Aircraft or a person is in imminent peril or jeopardy.
- 38. Time of Essence. Time is of the essence in this Permit.
- 39 Amendment. No amendment, modification or alteration of the terms of this Permit shall be binding unless it is in writing and executed by both Parties.
- 40. Entire Agreement. All Exhibits attached hereto are fully incorporated into the terms and conditions of this Permit. This Permit constitutes the entire agreement and all prior correspondence, memoranda, negotiations, or understandings (written or oral) and are merged into and superseded by this Permit, excepting the Parties' joint and several obligations under the Master Lease. This Permit shall be interpreted simply according to the plain meaning of its terms and not strictly for or against with Party regardless of which Party drafted it.
- 41. Severability. If any authority with proper jurisdiction determines that any provision is illegal, unenforceable, or invalid in whole or in part for any reason, all valid and enforceable provisions remain unaffected.
- 42. Applicability. The provisions of Paragraph 22 and Paragraph 24 shall bind Permittee and Signature with respect claims, losses, and damages arising with respect to the Space and all additional services performed by Signature with respect to the Permittee Group and its property (including the Aircraft) throughout the Base and at any other fixed base operation owned, operated, managed or controlled by Signature.
- 43. Election of Remedies. The Parties' rights and remedies are cumulative and in addition to all other rights and remedies at law and equity. No action initiated by either Party sed or interpreted as a sole election of remedies and will in no way diminish, restrict, prejudice or otherwise waive any other rights or re shall be
- 44. Authority Consent Required. Permittee acknowledges that, pursuant to the provisions of the Master Lease, Signature may be required to obtain Authority's written consent to this Permit, and accordingly, if applicable, the obligations, understandings and commitments of the Parties as set forth herein are expressly subject to obtaining such Authority consent.
- Estoppel Certificates. Permittee shall, within fifteen (15) days after any written request from Signature, execute, acknowledge and deliver a statement certifying certain facts in Security 10 to 10 45. regarding this Permit, Including but not limited to confirming the effectiveness of this Permit and the status of any defaults thereunder and/or such other matters as Signature may reasonably request. Any such statement may be relied upon by or as may be requested by Signature, its lenders, insurance carriers, auditors, and prospective purchasers. If Permittee shall fail to execute and return such statement within the time required herein, Permittee shall be deemed to have agreed with the matters set forth therein.
- Relocation. Notwithstanding any provision of this Permit to the contrary, Signature shall have the right to temporarily relocate the Aircraft to reasonably similar space at the Base with notice to Permittee, Signature shall have the option to permanently relocate the Space at Signature's sole cost and expense subject to prior agreement of Permittee. In the event Permittee objects to such permanent relocation, Permittee may elect to terminate this Permit by written notice delivered to Signature within fifteen (15) days of receipt of the foregoing notice from Signature with such termination effective upon the thirtieth (30h) day following said notice from Signature.
- 47. Non-Walver. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Permit shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- 48. No Waste. Permittee shall not commit any waste upon the Space, or any nuisance or act which may disturb the quiet enjoyment of any other tenant of the Base.

Remainder of page intentionally left blank.

BI Permittee Initials Signature Initials:

<u>Exhibit A</u> <u>Third Party Vendor Release ("Release")</u>

	SIGNATU	RE FLIGH		ORT LLC, a Dela				("Signature"), of, hereby au					
				consistent with the and telephone num	terms and	conditions he	ereinafter s	stated.					,,
Name:	Veriuoi.			Addre		venuoi ale a	as idilows.						
Telephone					:					<u> </u>			
2. Permittee, designated operate air 3. and the Tr 4. employees or judgmer suffered by	tenant, Air d for such a reraft or use Compilar ransportatio Indemnifi s and Signa nts, of any y, or charge	To Be Perroraft owner Service by e Signature on Security leation. Value's pare kind whateed to, Sign	r, pilot or o local Sign o's leaseh aws. Ven Administr endor ag ent, subsid soever (in- ature by re	rendor shall enter Sother designated relature management old, including, but not represents that ation ("TSA"). rees to indemnify, itery, related and afficilling those arising asson of any loss or its agents, servar	presentation of limited it shall additional	ive. Vendor si expressly ag to, ingress ar here to the pre- and hold ham ind panties from ird parties), in age to any pro-	hall be authorees that a not egress for evailing and agains and agains notuding all operty or injury	thorized only that no time shated the FBO applicable relative and the stany and all the costs, attornighty to or dea	to perform the all its activitie, offices, show the Airules of the Airules of the Airules of the Airules, the all interests of the Airules, and the of any performant of the any performant of the angle of	e Service no s infringe up ps, ramps of rport, Feder eir respectiv nages, injuri d expenses son arising	oted above pon the or lar parking lo ral Aviation ve officers, ies, losses, s incidental out of or by	and only in its customerats. Administration directors, claims, fine thereto, why reason of a	the area(s) rs' ability to ion ("FAA"), agents and ss, penalties sich may be any breach,
				egligence of such		itanis, coma	otors, subt	contractors, no	rensees or e	ilibiolees o	ally wite	Hatit Of COLIC	altion of this
5.	Insurance	e. Before o	ommenci	ng Services, Vendo		idence the fol	lowing type	es and amour	nts of insuran	ce:			
	i. Liabilio	ty - Airport (1)		s <u>cial general</u>	C	Combined sind	nle limit \$5	,000,000 per	occurrence i	oroducts and	d complete	d operations	9
		(2)	Motor ve		C condition nature's r	Combined sing nally waived if namp. If Vend	gle limit \$5, f Vendor do or subsequ	,000,000 per oes not have uently register	occurrence a motor vehi rs a vehicle ir	cle that is b	oth (1) reg	istered in its	s name and
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ii.	/1\ \\/\orl	r's Compe ker's comp	nsation a	Employer's Liab		ha graatar of	ቀደለስ ስለስ	or as required	d hu statuta				
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insureds. I insurance parent, su least thirty insurance	s liability si if the requir policies, e bsidiary, re y (30) days amounts s ase, the Al	hall name (red liability except (1) r elated, and s advance tated shall rport's limit	exactly as polices do notor vehi affiliated written no not be low s shall su	ificates of Insurar is set forth in quotat not contain a stand cle, (2) worker's co companies and the tice of any cancell rered without expre- persede the limits s	nce: All st ions) "Sign dard separ ompensation Authority ation or cl ss written tated abou	uch required nature, its pa ration of insur- ion, and (3) e ". All required hanges adve consent of Si ve. BILITY IS NO	liability insurent, subsi- irent, subsi- red provision mployer's d insurance irse to the ignature Fli	surance, exceidiary, related on, they shall I liability shall e policies sha interests of S light Support L	I, and affiliate be endorsed contain a wa ill be evidence Signature Flig LLC. Higher in	ed companie to provide cr siver of sub- ed by certifi tht Support nsurance lin	es and the ross liability rogation in licates of in LLC or its nits may be	Authority" a / coverage. favor of "S surance tha subsidiarle required by	as additional All required ignature, its at provide at as, Minimum the Airport,
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Name:Name:													
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	Date: Date:												

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 ("LESSEE"), dated September 30, 2004, (R-2004-1990 as amended), (the "Lease Agreement"), hereby consents to LESSEE entering into a Space Permit Agreement with Private Consulting Partners LLC (the "SUBLESSEE") with an effective date of April 1, 2022, (the "Sublease") 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 2077 by the County Admitted Department of Airports on behalf of and pursuant to the authority granted Commissioners.	
By: Bullet Pw Title: Director of Airports	
Approved as to Form and Legal Sufficiency:	
By: s Aune Helfant	
County Attorney	

Consent to Sublease Form approved October 18, 1994 R-94-1453

SPACE PERMIT

"Effective Date": 4/1/2022

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

"Permittee": Private Consulting Partners LLC

"Master Lease"; Signature and <u>Palm Beach County</u> ("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	Hanagr	1984	24 P 11 8 20 A 20	\$1,473.93
			Sangrapian de Leine d	
Additional Mon	thly " Facility Charge"			
Additional Mor	ithly " CAM Charge"			\$171.91
Monthly Landing Fee N70LH			\$21.05	
TOTAL MONTHLY BASE RENT			\$1,666.89	

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" (fisted 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) Cessna	CE-525	N70LH	525-0811
(2)	The second section of the sect	The state of the s	TO VALUE OF THE PROPERTY OF TH
(3)	100000000000000000000000000000000000000	Section Sectio	Confederation Control of Control
(4)		2 Control of the Secondary Control of the Control o	14 of the second
(5)		THE PROPERTY OF THE PROPERTY O	- Andrews - Andr
(6)	A STATE OF THE STA		

'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 3/31/2023 ("Term").

"Security Deposit": \$2,989.96

Space Permit REV 12.13.2021 Page 1 of 8

Pormities Initials: Signature Initials:

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: tegalnotices@signatureaviation.com

And

Signature Flight Support LLC Attention: Danlel Lyon 1500 Perimeter Road

West Palm Beach, FL, 33406

Email: Daniel.Lyon@signatureflight.com

If to Permittee: Behn Wilson **Pirvate Consulting Partners** P.O. Box 418

Boynton Beach, FL ,33425 Phone : 561-289-7591

Email: behnwilson@gmail.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	Permittee
By:	By: Sele-Will
Printed Name: Dwig Lyov	Printed Name: Below Wilson
Title: GENERAL MANAGER	Title:
Date: 2/1/23	Date: 3/1/30/1
Witness:	Witness:
Printed Name:	Printed Name: Ris William
Space Permit REV 12.13.2021	Page 2 of 8 Permittee Initials: Standard Initials:

- 1. <u>Back Provisions</u>. The Bask Provisions preceding these General Terms and Conditions are incorporated from any binding upon Signature and Harmitee. For purposes of this Permit, Signature and Permittee may from time to time be referred to include all as a Party and collectively as the "Parties."
- 2. Term. This Permit shall be for Torm as defined above. Permittee shall vacate the Space upon the expiration or earlier leanisation of this Permit. Permitties ahait normalized shall reimburse Signature for and indemnity Signature against, all damages, cashs, liabilities and expension, including alternative feet, which Signature shall incur on account of Permittee's delay in so vacating the Space. If Permittee's shall be increased to 200% of the Base Rent then in effect and Permittee's obligation to pay Aggregate Rent shall continue but including herein shall limit any of Signature's idjustion to pay Aggregate Rent shall continue but nothing herein shall limit any of Signature's idjust on Permittee's obligations unising from Permittee's failure to vacate the Space, including, without imitation. Signature's right to represent the Space and remove all persons and properly thereform at any time after the expiration of earlier termination of this Permit and Permittee's obligations and coverants anising personal to this permit, including but not limited to its waivers, and obligations to combine and indomnity Signature as growthal in the preceding sentence or as otherwise set forth in this Permit.
- Afteralt. The Hangar Space analog Repris Brace, as applicable, shall be used and cocupied by Permittee for the storage of only the Afferalt.
- 4. Rent.
- Base Rent. Permittee agrees to pay Base Rent to Signature (a promoted amount if the Form commences on a day of an inan tire first day of the month), and, on the hirst day of each month the marker Agreeyate Rent (as defined below). Base Rent is payable in advance without notice, setall demand or describing occopy as provided in this Permit.
- the misical of each return memory (appropriate the property) bear return payable in accordance with continuing each anniversary three fleshed by the greater of the blowing: (i) three and one had proven (1,5%) or (i) to "CPI Adjustment". For purposes of this Pennit, the "CPI salt be the Consumer Price Index of the Burean' at Labor Statistics of the CLIP. Opportunent of Labor for CPI PATE than Consumers, And I then Consumers, All Sams (1002-1984 = 100), the "CPI Adjustment" should be an amount equal to the Current index Number misus the Base Index Number, divided by the Base Index Number. The "Current index Number shall be the CPI for the month two (2) months prior to the Current index Number, and the complision and/or publication of the CPI shall be decontinued or meantally altered, Signature shall be occount as occasionable replacement index. Failure is notify Parameter of such adjustment and Apparent and Apparent
- C. Supplemental and Aggregate Rent. In addition to the Base Rent, Perrition shall pay to Signature, on a monthly basis, except for real estate stock which shall be paid on an annual basis, europe will such base Rent, any and all additional sums other than Base Rent due and diving to Signature as a result of Permitse's tenerory, including but not limited to the Pacifity Charge, CAM Charge, and those amounts retered be in Section 4(d) below ("Supplemental Rent"). Base Rent and Supplemental Rent are thereins the interest in Section 4(d) below ("Supplemental Rent").
- d. Alropri Concession Fees and Charges; and Taxes. Permittee agrees to pay Airport concession fees, charges, and be real applicable at the sine of each morthly Base Sont payment and subject to change at the Airports (or Authority's) discretion, as well us all applicable and tren-prevailing state and federal states country to Permittee's use and/or the terms and conditions of this Primit, including but not larned to ad valories and real estate lases.
- 9. Common Angli Maintenance, (CAM) Charge: Permittee shall pay to Styratime modify, as Supplymental Rent the Fermittee's proportionate shall be used to styration or increase the Fermittee's proportionate shall be used to styration or increase and the Fermittee's proportionate shall be used to styration or increase and tenderating shall be used to styration or increase and tenderating shall be used to styration or increase and tenderating shall be used to styration or increase and tenderating shall be used to styration or increase and tenderating shall be used to styration or increase and tenderating shall be used to styration or increase and tenderating shall be used to shall b
- f. Late Fee. Any payment into defected within seven (7) caterday destroys to sown the date due shall be a skept to nicto for equal to the grasser of: (1) \$190, or (ii) ten powert (10%) of the amount due, but in no event higher than the maximum rote above by law. Any tables on imposed shall be deemed Supplemental Rout.
- 5. Security Deposit. Pormittoe shall deposit the sum of two (2) morths' estimated Base Rent (1 Society 1 with Signature as security for the faithfull performance by Pormittee of its obligations under this Permit Signature way apply any purious of the Society agents) any independence which is not paid when due. If Signature pays Pormittee's Indebtodness from such Security of II Permittee's Base Rent Independences from such Security the Security of the sun of two (2) morths' estimated Base Rent within ten (10) business days of Signature's written comend. Payment of any indebtedness from such Security does not wrive Signature's right to any other remady provided by this Pormit or by law. Signature any unused portion of the Security, without interest, upon Pormittee's performance in full of its obligations under this Permit at the end of the Security.
- 6. Authority: Permittee represents that it is fully authorized to enter into this Permit on behalf of the Permittee and any owner(s) of the Alchaet and to hind the Permittee and the Alchaet owner(s) to the terms and conditions benefit in this Permit.
- 7. Storage. Purnition shall prohibit the strage, maintenance (including washing), or operation of any motor vehicle, recreational vehicle, or bost in the Space. Parnition coverages and excess that at no time during the Tenn will Permittee, regetter with its agents, employees, correctors, succommender, invitors, others, directors, servents or vendors (collectively, horsination referred venicle, or any vehicle considered to be personal property in around, or agent the Space.
- 8. Common frees. Permitted is outhorzou to use designated common use areas of the Base, including, but not limited to restroctine, entry ways, hartways and verying areas, as specified by Signature limit against a manager, subject to reasonable rules and regulations imposed by Signature
- Security of Personal Property. Partities is at all times responsible for securing and locating fin Aistroft, including but not limited to properly attaching the down expension signatures performance of any Ancillary Services of position mans, or chocks does not constitute Signature's acceptance of responsibility for the Aistroft's overall security. Signature shall not accept keys to Primitipes Archift, automobiles, or other vehicles. Signature shall not be responsible for the storage or security of Primitipes personal property, including but not limited to deliveries made to Primitipe. Permitipe actional despensions, permitipes acknowledges that any security or safety intessures employed by Signature one for the protection of Signature's own interests; that Signature and the security or security and safety matters, are the responsibility of Permitipe and this local law enforcement authoribles.
- 10. <u>Utilities.</u> For surposes of 195 Permit, "Utilities" shall mean healing, cooking, producing and when it Permittee requires utilities other than those of in quantities greater than those shall be at the Effective Date. Permittee is solely responsible to arrange for them, coordinate their treats shallow with Signature's requirements, and pay for such costs, including any most less.
- Master Lease: Alteration of Prevailing Land Rents by Authority. The Master Lease and all amendments freield, prior to and subsequent to the Effective Date, are incorporated berein and are available for Perhither's inspection and review. The terms and conditions of this Permit shall be subject and subprdicate in all respects to the Master Lease, as amended from time to lime, and any provision of such Master Lease required to be addressed herein shall be descreed incorporated herein. Signature reserves the right to increase Permittee's their prevailing monetal grant past Rent and/or Supremental Rent by a corresponding amount of any increase improved upon Signature recording but not limited is any increase improved by the Authority or any other sulfactly having jurisdiction over the Airport and Signature, moster alteration or adjustment of firsts pursuant to the Master Lease. Signature shall provide Permittee a minimum of lain (10) business tarys writes notice from Signature of each shall not be discussed without or Signature to deture to deture to the discussion of such as a minimum of lain (10) business tarys writes and provide a minimum of lain (10) business tarys writes and preventing and the discussion of signature to deture the first pursuant or deture to deture the first part of the provided however that failure to deture the first part of the first part of signatures in the provided without or Signature signature.
- 12. Taxos. Additionally, Permittee agrees to pay all such taxes and assessments, which are assessed against or provided to Signature for personal property in the care, custody and control of Permittee braded in order should be paid a control of Permittee braded in order should be paid assessment provide in the Special of Signature agrees to furnish Permittee braded in order should be passessment of seminater than a Permittee brade in the Special of seminater than a Permittee brade in the Special of seminater than a Permittee brade in the Special of the brade of such personal property.
- 13. Signature Ancillary Services. It is acknowledged by the Parties that other services not described in this Permit may be impressed by Permittee for the Archart for on behalf

Space Permit REV 12.13.2021

Page 3 of 8

Permittee Initials: 1500 Signature Initials:

of the Almost conscious to be performed by Signature. Such accidant services may mistable, but are not firmled to, the sale of acciding serts and components, temporary hanger space, the performance of acciding temporary hanger space, the performance of acciding temporary hanger space, the performance of acciding temporary agrees to funds and or performance of acciding temporary agrees to funds agrees to funds agrees to funds agreed and board established rates or as otherwise negotiated between Signature local management and Performance and the expects may be made by Permittee vertically of the militig. If such inciding Sentous are provided, Permittee agrees to day Signature for all such work, which shall be subject to all of the terms and conditions of this Permit. Any sums due and owing to Signature as a result of its provision of Angliany Sentous after the Supplemental Registrates paid for all the time of services.

- 14. <u>Prohibited Uses:</u> Permitted shall not see the Space for any use which is not expressly a towed by the Master Lesse or any applicable rule pringulations, and further, Permitted shall not allow the use of the Space locate operation of a fixed base described or any business substantially similar to any portion of Signature's authorized general or commercial available operations at the Airport. Permitted expressly warrants and represents without finitiation that I shall not at any time during the term of this Permit undertake by listed ox colors on the undertakent by listed ox colors. Specially, subscultantous, or invited, any services permitted to Signature under the Master Lease, including, but not limited to the following:
 - a. Installation of any fuel alorage and disponeing facilities (including makine delivery of fuel):
 - b. Receipt and storage of any fuel product, including, but not limited to, aviation and make fuels;
 - C. into-plane or into-muck delivery at any aviation or motor fuels;
 - d. Roborosill or allocat sales or rentals (Permittee demonstration highls excluded);
 - Fight training (Permittee in bitter fight training excluded);
 - 1. Returnall or micraft radio and instrument sales and sorvice (autorites).
 - Specialized rotocraft or should repair service for a third pany;
 - h. Air transport of mail or cargo tochire,
 - L. Hangaring or servicing of abroad for a trind party, including without limitation to at of a transsent or non-based lessent, subtonoint, sub-permittee, guest, of invitee of the Perceipes;
 - j. Coicing of aircraft
 - Temporary conking, including overright periong, of alternat, other than the Aircraft;
 - 1. Maintenance! associal services for a third party.
 - m. Wash a rerall;
 - ft. Other activity adverse or disruptive to Signature or Airport Interests as may be determined by Signature in its solected responsible judgmund
- 15. <u>Third Party Vendors.</u> Any third party seeking access to any part of the Space and/or the Sase to perform any commercial activity ("Third Party Vendor") may enter Signature's leaselined (including the Space) only after the Third Party Vendor him:
 - a. Executed the Vendor Release, an exemplar of which is attached as Exhibit A.
 - Provided Signature with a Confricula of Insurance for the requisite insurance rowarage; and.
 - C. Obstined written authorization for entry from Signature was its execution of the Vencor Release.

Pormition shall bear any and all coals especiated with preuring such Third Party Vendors Lity compy with any and all prevailing Appent and government requisitions, including, but not lippled to, authorisation to perform services by the Authority through Signature, those of the Federal Asiation Authority Indian (FAA*) and the Trianspondation Security Administration (TSA*) for all purposes, including, but not limited to socionly, identification, and clearance for accepts. Permiting agrees that at no time shall it or its Third Party Vendor's accidites intringe upon the activity of Signature's other customers or Signature in conduct customers or operate aircraft, including, but not limited by ingress and agrees from the Space and/or Signature's leasehold.

- 16. <u>Termination of Master Cease</u>: If the Master Cease is terminated or abatics, such termination or abatisment shall coincid or abotism this Permit and Permittee shall look to Signature's auccessorial-fromest or to the Authority for relief or continuation of its rights as established in this Permit. Permittee shall be the right to remove of oil its follows, or appreciat, properly and other properly from the Space described to be removable or non-improvement provided Permittee shall repair any damage to the Space as a result of such removal.
- Participation or Condemnation of Space, If, after the Effective Date, any significant position of the Space is destroyed by the or other casualty. Permittee or Signature shall be expected as a second of the Condemnation of Signature shall be expected by the or other casualty. Permittee or Signature shall be expected as a second of the Condemnation of Signature shall be expected by the original transfer of the Condemnation of the Condemnation
- 18. Accessance: Maintenance: Surrender,
- Permitee accepts the Space in its fasts' condison on the Elective Date of this Permit and Signature shall revend facility or obligation to make any alterators or improvements of any kind on or about any portion of the Space. Permittee shall not after the Space in any fastion, without the prior written consent of Signature, which may be withheld in Signature is sole discretion. Updo the expiration of time Permit, all Satures instituted or additions and improvements made to the Space, specifically enough of furniture and Permittee's uption (in be exercised in its acte discretion) either (i) become the property of Signature and shall make in the Space, without competent on the Permittee, and Permittee shall, at its sole cost and expense, restors the condition that exists immediately prior to be acceptancy of the Space to the condition that exists immediately prior to be acceptancy of the Space to the condition that exists immediately prior to be acceptancy of the Space to the condition that exists immediately prior to be acceptancy of the Space to the condition that exists immediately prior to be acceptancy of the Space to the condition that exists immediately prior to be acceptancy of the Space to the space and sear excepted any damage resulting from the reviewed of the additions and improvements.
- b. Subject to section 4.o. herein, Signature is resignished for coordinating all necessary maintenance and require to the Space, specifically excluding any Permittee requested improvements to the space as an light in Section 16 a. herein. Permittee and insponsible for all maintenance and repair costs arising from the acts or emissions of the Permittee Group. Permittee and the responsible for keeping the Space can underconful including the removed all treatments and determining the frequency and treatment and Permittee and space and for complying and permittee. The cost of junitural services to the Space shall be the responsibility of Permittee. Permittee shall have the exclusive right to engage a jarithmic service provider of its choice.
- C. Permittee shall not perform or conduct any occuration that in any way advancely impacts the structural integrity of any portion of the Space or which escalerates de ordinary detailors on.
- d. Upon the expiration, of earlier termination, of the Form, Permittee shall immediately remove its possonal property and sumentier this Space to Signature in good repair and broom dean condition, ordinary least and less excepted.
- 6. Signature and the Authority dray to the Space at all research the stress for the suppose of durine inspections of the Space, or any other purpose reasonably not design to protect Signature's or Authority's interest in the Space or to perform Signature's or Authority's duties under this Pormit.
- 19. Signage. Permittee shall not place or ported to be placed in or on the Space any signs or happings without Signature's and, if applicable, the Apports withen consent, in the solid discretion of such perfits.

 20. Mon-Exclusive Examples, Signature grants to Permittee a non-exclusive ensured to transition Permittee's Arcrell. Yappings to indicate the harder Deck Space or
- 20. <u>Hon-Exclusive Pasaments</u>. Signature grants to Pormition a non-exclusive ensured to transition Pormitide's Arcralt, Cappacable to and from the Hangar Deck Space or other alread sprace controlled by Signature to an Aliport sexway and to provide ingress and egress to and from the Space for our order vehicles, including, all vehicles and other order premities by Permities's employees, vehicles and authorized subcontrollers. All vehicles and vehicle operators shall fully comply with Signatures and the Authority's rules and requisitions regarding Airport and Aircraft Operators Area (ACA) access
- 21. Airport Security. Permittee and the Permittee Group shall comply at its own expense with at applicable such requirements; including, but not find tid, those of Signature. Fedoral Arkston Regulations (FART) and that TSA, any Airport Security Program, of as amended from time to time. Permittee shall take at action necessary or as directed by Authority to ensure that promoters of the Permittee Group comply with such requirements. It Signature of the Authority injurity may three as a result of the edgles comparisons of the Permittee and on the edgles.

Space Permit REV 12.13.2027 Page 4 of 8

Penniltee initials: 15/10 Signature Initials: Pormition Group, Permittee agrees to pay at such lines and penalties in accordance with its indemnitication colligation set forth herein and to culturing security deficiency immediately. Signature and the Authority lessence the right to take whatever action hospessary to cure any security deficiency if Permities fals to severally the security deficiency prompty and to be reinfursod any and all costs and expenses associated with such action

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

23. ineuranco,

Minimum insurance delar lambs required of Permittee:

1. After affilled and Littliffy

(1) Aircraft Hull and Littliffy

(2) Aircraft Hull and Littliffy

(3) Aircraft Hull and Littliffy

(4) Aircraft Hull and Littliffy

(5) Aircraft Hull are already of the requirement of the continuous and the second of the requirement of the requireme

it I, lability - Airport Premises
(1) Commodul(

not Premises

Commobil General

(5) Office Space only: Combined single timit \$1,000,000 per occurrence

(6) Toto Set Ascent. Combined single timit \$5,000,000 per occurrence

(7) Turbe Prop Ascent. Combined single timit \$3,000,000 per occurrence

(8) Pistonification for the single timit \$3,000,000 per occurrence

(9) Pistonification for the single timit \$3,000,000 per occurrence

(9) Pistonification for the single timit \$3,000,000 per occurrence

(9) Pistonification for the single timit \$1,000,000 per occurrence

(9) Agenty for products and completed operations. The sequirement to carry. Pixt perty products and completed operations liability coverage shall be conditionally waived if Permittee does not offer goods or services to third parties. This conditionally waived all parties are solved and Pormittee shall obtain the regulable coverage if Permittee subsequently offers goods or services to \$1 and parties.

Means Website: Constituted onto a first \$5,000,000 per occurrence.

autorializely moded and Pormittee shall obtain the requisite coverage if Permittee subsequently offers goods or services to find paroes.
Motor Vehicle: Combined single limit \$5,000,000 per occurrence:

(a) This coverage is conditionally waived if Permittee obes not have a motor vehicle that is both (1) registered in its name and (2) driven on signatures many. If Permittee subsequently registers a vehicle in its name and uses into drive on the ramp, the waiver shall be submittedly contained shall be subsequently registers a vehicle in its name and uses into drive on the ramp, the waiver shall be submittedly pollution. Contained Single Unit \$1,000,000 per occurrance.

(a) This coverage shall be conditionally waived if this Permit does not include the maintenance of alterest. This conditional waiver shall be submittedly recycled and Permittee shall obtain the requisite coverage if this Permit is later amended to safe propriet investigation.

if. Property

All Risk Property: Fut Replacement Value of any allocation or improvement to the Space installed by Permittee
(a) This objecting shall be conditionally waited it Permittee does not purform any abstations to the Space. This conditional waiver shall be submedically revoked and Permittee shall be requisite coverage & Permittee subsequently ellors or improves the Space.

iv. Worker's Co.

sommorary regions and regionally and constraint as specified by statute (Markers compensation Thing resident of \$500,000 or as sequined by statute (Markers to the things of the commence for bodily injury by enabled, \$500,000 each occurrence for bodily injury by disease

\$500,000 appregate policy limit

(a) Employers liability coverage shall be corollonally waited if Permittee does not have any employees. This conditional waiver shall be appropriately revosed and Permittee shall obtain this regulation coverage if Permittee autosequently trees employees.

- b. Insurers Section Provisions For Confidence and Permittee static obtain the required to be carried by Permittee pursuant to the terms of this Agreement shall be effected under valid and enforceable policies become by republish and independent insurers permitted to do business in the State inventor pursuant to the terms of this Agreement shall be effected under valid and enforceable policies become an organization having a national republicing as having a general policyhotten rating of 18+4 or greater and a literated stating of at least "XIII." All such required liability insurance, decept (1) worker's compensation and (2) employer's liability shall prame (condity as sat forth in quotations). "Signature Stating of at part of substitutions, related, and affiliated companies and this Actionity" as additional insureds. To the extent AE Riss Property is required pursuant to Section 23(a(n))) (1(a) above. Signature shall be rearred as toes Payer if the required liability policies do so contain a standard expendition of insurance, the substitutions, decepted in the substitution of insurance of liability insurance in the stating and provide decepted in the substitution of insurance of liability insurance and the Authority. All required insurance policies insultance by tenderate of insurance that grante in the provide influence of any cancel agreement and a for support LLC, its estent, substitutive, the substitution of substitutions of any cancel agreement and any such cases and expenses viring any or the following methods: (i) by mail to Signature Indicated of support and a finite of restorated by sendence of insurance cartificates in the Signature in order to substitutions a water of order to substitutions. Promittee shall confide a compense of the interests of Signature flowers and expenses viring vendor costs and expenses is followed by Signature in order to confirm the provider of the provider of substitution. Promittee shall remark a substitute flowers which consect of Signature in order to confirm to complete o
- C. Pointified shell ensure that minimum insurance amounts exted shall not be lowered without express written consent of Signature. Higher insurance limits may be required by the Airport. In which case, the Airport limits shall supersede the limits shall shal
- d. Perfolice that control that for cuttlestes of insurance, with respect to the insurance requirements described above, shall state that such coverage is primary and without right of contribution from any insurance carried by Signaling and that the light in assumed by Permittee under this Agreement has been specifically insured under the policies above but such insurance in no way simils Permittee's lightly resounder.
- 6: PERMITTEE ACKNOWLEDGES THAT ITS POTENTIAL LIABILITY IS NOT LIMITED TO THE AMOUNT OF ANY LIABILITY INSURANCE COVERAGE OR TO INSURANCE POLICY LIMITS REQUIRED IN THIS PERMIT. FURTHER, PERMITTEE SHALL BE SOLELY RESPONSIBLE FOR INSURING ITS PERSONAL PROPERTY OR OTHER CONTENTS WITHIN OR ABOUT THE SPACE.

Minimum insurance delactivity required of Signature.

Signature stati at all times during the Term at is sale obstand expense, maintain the same types and simplify insurance projected under the Moster Lesse.

24. indemnification,

Permittee's indemnification. Permittee shall be liable for the data or omissions of the Permittee Group without Imperior and further spread to indemnify, desent. and lotseer hold harmless Signature, the Author's and their respective officers, directors, employees, agents, servents, confections, subconfinations, ventions, (collective), the "Signature Group" formand agents any and all claims, likitions, losses, demands, fines, suits, penalties, actions, judyments or other expenses, including, but not limited to FAA and TAA lives of assessments, responded attorneys' less and coals (collectively, "Damages") including the Signature (there is no other expenses, including, but not limited to FAA and TAA lives of assessments, responded attorneys' less and coals (collectively, "Damages") included by the Signature (there is no other expenses, including from any negligion, acts or pressured to the nod groups of Signature and its respective officers, directors, and employees. Such indumitication is subject to and livited by Paragraph ?2 Livitation of Liability.

Space Permit REV 12 13:2021 Page 5 of 6

Permittee Infilate DAN Signature Indias:

- b. Signature's Indemnification. Signature shall be table for the acts or omissions of Signature and its respective officers, directors, and omyloyees without imitation and further agrees to underroify, deland, and forever hald harmless the Permittee Group from and against any and all Camages incorred by the Permittee Group and ansing from any negligent or witful acts or omissions of Signature and its respective officers, and employees, provided, however, that the indennity does not apply to Damages caused by the acts or omissions of the Permittee Group. Such indemnification is subject to and include by Paragraph 22 Limitation of Liability.
- Exclusion and Suration. These provisors aspectly and relate at Environmental Compages as saffect in Paragraph 25, team. The indemnifications set forth in this Paragraph 25 shall (1) survive the lumination or explaints of this Permit, and (2) shall not be construed to negate at statistic any other indemnity object that would exist at common law or pursuant to this Permit, and (3) shall not be limited by any provision of insurance; and (4) shall apply to the unity or or its one of Permittee Group recurring or or account the Space or otherwise within the network of fixed tasse operations owned, operated, controlling or managed by Signature.

Environmental Removal and Disposal.

- b. Environmental Audits. Permittee doknowledges that Signature may enter the Space from time to time to conduct environmental audits. If such environmental audits in the conduct environmental audits. If such environmental audits in the space of conduct environmental audits. If such environmental audits in the space of conduct environmental audits. If such environmental audits in the space of conduct environmental audits. If such environmental audits in the space of conduct environmental audits. If such environmental audits in the space of conduct environmental audits. If such environmental audits in the space of conduct environmental audits. If such environmental audits in the environmental au
- C. Indemnification by Permittee Permittee shall intermity, defend, and forever hold harwises the Signature Group from and applied all antiquous validating, is always and the expense of changing of any Regulated Substances, as well as any and at responsible attorneys! New (collectively, "Environmental Damages") resulting from the use and decipancy or any registery act or omission of the Permitten Group, Permittee shall not be responsible for any type of Environmental Damages or any confrommental conditions that existed before the Effective Date of the Great space permit entered the because of the preference of the permitten or matter. The indemnities set for the Permittee Group exactivities any such assue or matter. The indemnities set for the Permittee Croup exactivities any such assue or matter. The indemnities set for the Permittee Croup exactivities and state or matter. The indemnities set for the Permittee Croup exactivities and some or matter. herein Paragraph 25(c) shall survive the termination or expiration of this Pennil.
- d. Emminormental Protection Procedures. Pormitos shall conduct its operations to most or except requirements set both in explicible local, state, and federal laws and in accordance with safe and proper industry practices in order to prevent employmental accidents. Such practices statute but are not finited to the following:

 (ii) Permittee shall at times proper the drain from exits of Regulated Substances and agrees to instruct all its employeest, against, contractors.
 - subcorreactors, by leas, and other representations in writing respecting such requirement and the proper operation and maintaines of this drainage system, and formulately notify Signature of any discharge:
 Permittee shall properly label all containes and shall not place or maintain open containers outside of the Space;

 - Permittive shall cover all wash confehrers praced or melimined ourside the Space
- 26. Compliance With Laws, Each remoter of the Signature Group and the Promittee Group shall country with all proveiting and applicable federal, sister and local risks, regulations, orders, and twes of all unself-times than graphs of the Signature from the Signature for the Signatur
- Problem. The Parties acknowledge that no broker was in any way involved consummation this Permit and that no conversal one or prior nagritations were had with any himser. The indemnities in Paragraph 24, above, shall be applicable to drains by any broker for a brokerage commission ansing cut of this Permit.

 28. <u>Notice.</u> Any notice programs depend under this Permit hisy be by personal service, counter, recognized overright definer service, or United States mail from the present only). Notices served by United States mail are described properly delinered effective the Idin (3rd) fusitions day and personal service, counter service may recognized evenight delivery service are deemed served at the line and date of receipt continuation provided that such notice is addressed to the Permittee on out form in the Basic Provisions.

Default: Remedies.

- Default: Remedias,

 a. It shall be considered a "Default" pursuant to this Permit II (i) Permittee last to make, within fourteen (14) coloridar days of the date due (the "Grace Period"), payments of Aggregate Renton any other payment required herein; (ii) Permittee shall fail to perkern any non-monetary coverent herein, and such default shall continue for a peaked of their years or such period of the date with them the non-defaulting Penty, provided, however, shall it such Default a not reasonably such plants as may be required to pursue, shall it such Default a not reasonably such plants as may be required to pursue, shall it such Default a not default from the non-defaulting Penty, provided to pursue, shall it such Default as may be required to pursue, shall be permitted the reasonably such plants as may be required to pursue, shall be permitted to comply with rederal, alse, local, or other law, stable, or regulation). (iii) Permittee shall be permittee that peaks as a going content. (vi) a polition is find by or against Permittee what peaks as a going content. (vi) a polition is find by or against Permittee what peaks as a going content. (vi) a polition is find by or against Permittee what peaks as a going content. (vi) a polition is find by or against Permittee what peaks and advance witten authorization; (vi) Permittee datalgres is properly for the benefit of coditions; (vii) Permittee datalgres is a secure of this Permit benefit of coditions; (vii) Permittee datalgres is a controller than conditions and permittee, or upon or subject to monetary payments shall be evented without further notice to Permittee in the event, Pornttee tals more than two (2) times to imply deliver any payment when due (regardless of our of our in any given consciously force on execution or by deliver any payment when due (regardless of our in any given consciously force). (regardless of cure) in any given conscounce twelve (12) month period.
- b. In the event of any Guisuli increance, Signature shall have the light to pursue any combination of the following remodes: (i) terminate the Permit, (i) terminate the Permit, (i) terminate the Permit and other personal property from the Space and relocate the Abrorat and other personal property from the Space and relocate the Abrorat and other personal property from the Space and relocate to which are the remover terminates from Signature relating to such lowing, removed, and relocation or which the remover it declares at Aggregate. Rent and other personal property for the balance of the Termit Space and property by personality of Permittees obligations and Permittee shall reminister any particle of any and all costs and exposes incorrect, including attention, and property by personal property for it is officed any portion of Aggregate Rent and outstanding advitional payments and Permittee shall pay at costs and exposes in Costs, in a commerciarly reasonable manner, at goods, discided and personal property form in offset any portion of Aggregate Rent and outstanding advitional payments and Permittee shall pay at costs and exposes in Costs and exposes in Costs and exposes in Costs and exposes in order to relating a shall be constituted as greatly of such sale; (v) Signature in any part or parts of it other in Signature's name or otherwise on hums at Signature's exposition which may be less than or greater than the balance of Permittee's Term. No re-epity, alternation, repair or relating shall be constitued as Signature's election to terminate this Permit unions Signature has indicated otherwise. Permittee's end Permittee's and Permittee's Standard election to terminate this Permit unions Signature has indicated otherwise. Permittee's end Permittee's Standard election to terminate the Permit unions Signature has indicated otherwise.

Permittee Initials:

successors and sealing tereby irrevideably complicies and appoints. Signature as its egent to entent the rand due and to become due under any of Farmities's partition to pay original betained of Aggregate Rent due on to become due hereunder. In addition to the strengthy, Signature is unified to all rights and remedies available to it in low or equity.

- If other Party Institutes an according interfaced to rights under this Perryll, the prevailing Party shall be mirroursed by the other Party Interfaced Party In C. in addition to any other recoverable damages.
- d. If Signature shall fail to portions or observe any coversal or requirement of this Permit, and such failure continues to a period of thing (20) days habouring receipt of whitten notice from Permittee of such failure (provided that such time period shall be researchly extended for so long as Signature dispatily provided that such time period shall be researchly extended for so long as Signature dispatily provided that such time period shall be researchly extended for so long as Signature dispatily provided that such time period shall be researched. the right to terminate this Point by whiten notice to Signature.
- e. Permittee agrees that any amounts cutstanding beyons any grees or come puried sof form in this Permit shall been interest at the nime of or world one-half persont.

 (1.5%) per month of the destinguous amount, but in no extent shall the kneeping exceed the mask rum amount allowable by applicable law.
- 30. Independent Contractor. The imbourship between the Parties shall be that of independent contractors for all purposes and in no overnishall persons employed or relatived by either Parties employees or agents of the other.
- 31. Egree Majeure. Except for thi payment of Appregate Rent and any other some due hereunder by Pennities, heither Parcy shall be table for its failure to perform under this Permit or for any last, injury camage or delay of any instruction that is caused by any act of God, act of terrorism, act of nature, find, food, wind storm, above, labor depicts, rich insurrection, were pury other cause beyond either Party's control providing, bowever, should the force major to providing for more than addy (60) days, citive Party may reministe this Party tupon ten (10) cays' willes notice
- Governing Law. This Pount was be constined. Interpreted, and entired in accordance with the laws of the state in which the Space is becated.
- 33. WAIVER OF JURY TRIAL. THE PARTIES HEREBY WAIVE THEIR RIGHT TO TRIAL BY JURY.
- Assignment and Subtesting. Permittee scales in white it is assign, transfer, mortgage, hypothecase or encurring this Primit or any transist ferein or subtel the Space or any part thread, or permit the use of the Space by any other party without Stynature's prior written consent which may be withheld in its sole discretion. Signature's written consent to such a transaction that not be downed a masse of Permittee from the observing of this Permit, unless otherwise stakes in writing by Stynature. Any such contemplated assignment or subtelling may further be subject to advance, written approval by the Authority. The use of the Space by any introduction that Arthur the Arthur the Arthur the Arthur three subject to Stynature's prior written approval, which may be without in its sole described. Any such transactions in violation of the foregoing requirement shall be considered rull and viole and shall considered multiply that not limbed to the insurance, waiter and induminations provisions, nowith a transaction or change of Stream.
- 35. Fuel Purchases. Unless Pernitive cocupies Office or Shop Space only, Permittee spress to purchase reasonable and autoblamaic, antitive of fuel from Signature in cost ecross with the operation of the Aircraft based or obtaines operated from the Space in exchange for Signature furniting Permittee to see of Signature's general aviation terminal facilities and amentics, as end as furnishing office taking and pushors and pushors related to the Aircraft based or operated from the Space. Such fund purchases constitute an integral part of the base of bargain and material consideration for Signature to enter into this Permit at the rental rates set forth hardin.
- 36. Alread Toming. Signature shall have the primary responsibility to taw Alread at the Americas one of the Ancidary Services offered by Signature. The Permittee Group agrees not to undertake the lowing/repositioning of the Airead, except in the event of an emergency. Emergency is defend as an equal cipated and sudden every in which the safety, ascently or an Airead or a person, or their property. Is in imminent part or jectory, Permittee shall indemnify, defend and hold harmless the Signature Group front and against any and all illumpos resulting from towing by Permittee.
- 37. Time of Essence. Time is of the essence in this Pennil
- AR. Amendment. No emerciment, modification or alteration of the terms of this Permit shall be binding unless it is in wring and executed by both Parfor
- 39. Entire Agreement. At Exhibit precise the stollar hospicalist into the torns and conditions of this Permit. This Permit constitutes the entire agreement and all office consequences instruments, negotiations, or understandings (white necessary and are merged into and superstanded by this Permit, excepting the Parlies' joint and several obligations under the Master Lease. This Permit shall be interpreted simply according to the plain maximing of its terms and not able by for or epaired with Party regardless of which Party draftes!
- Severability. If any authority with proper judicial rigidition determines that any provision is dregat, unambic search, or invalid in whole or in certific any respon, all valid and and recreated
- 41. Applicability. The provisions of Paragraph 22 and Paragraph 24 shall bind Permittee and Signature with respect claims, losses, and damages arising with respect to the Space and all additional services performed by Signature with respect to the Permittee Shoup and its property (inducing the Arcraft) throughout the Base and at any other fixed base operation owned, operated, managed or controlled by Signature.
- 42. Election of Remarks. The Parties' rights and remarks are committee and in addition to at other rights and remarks. The Parties' rights and remarks are committee and in addition to at other rights and remarks. It is a substantial and remarks and remarks.

 43. Authority Consent Required. Permittee acknowledges that purposed to be provided to obtain Authority system consent to this Permit, and accordingly. If applicable, the distinguished and commitments of the Permit, and accordingly. If applicable, the distinguished and commitments of the Permit and appreciate substanting and Authority consent.
- 44. <u>Estopol Corlificator</u>. Permitte shall, within fiburing 55 days after any written request from Signifund, outdoing, acknowledge and deliver a stational contribution of the request from Signifund, outdoing, acknowledge and deliver a stational contribution of the request from Signifund, outdoing, acknowledge and deliver a stationary contribution of the request from Signifundation of the request from Signifundation of the request from the request of the request from the stationary may be relief upon by or set may be requested by Signature, its lenders, institution confirms, and trospective purchasers. If Permitted shall be to receive and return squarest stationary may be relief upon by or set may be requested by Signature, its lenders, institution confirms, and trospective purchasers. If Permitted shall be depended with the matters set forth therein.

 45. **Referention**

 **Re
- 45. Relocation. Notwirestanding any provision of this Permit to the content, Signature shall be right to kemparanty revocate the Allocat to researchly similar upoce of the Base without prior notice to Permittee. Signature shall have the option to permanenty relocate the Space upon thing (30) days' prior written notice to Permittee god at Signature's cole cost and expense. In the ovent Permittee objects to such permanent relocation, Permittee may elact to terminate this Permit by written notice between the Signature with such termination upon the thinish (30) days of receipt of the torogoing relicion from Signature, with such termination effective upon the thinish (30) day belowing said which from Signature. In addition to the fixegoing, Signature shall have the right, but not the objection, to relocate any Almost which is not a receipt from the Stace to another portion of the Base in Signature's sole discretion.
- 46. Bon Walver, No waiver by any Party of any of the provisions have been shall be effective unless explicitly got from in writing and signed by the Party so waiving. No waiver by any Party shall operate on be constitued as a waiver in respect of any status, breach or default and correstly identified by such writing only which or district or different character, and whether occurring bullow or after that waiver. No faiture to constitued as a waiver thereof, not shall any single or partial swarche of any other or providing bullow or after that account or be constitued as a waiver thereof, not shall any single or partial swarche of any other or providing bullow or faither concess thereof or the exercise of any other right. remody, power or privilege.
- No Viesta. Permillion shall not commit any waste upon the Space, or any nuisance or act which may disturb the quiet enjoyment of any other tenant of the Base.
- 48. Indicated the state of the several of any inclement wester pack everal of some period that the State may stake or extension of active the edge of the state of state the Alcondin of the Hangar Space during the period that the State may stake or extension affects the Hangar Space. In consideration of such states, and activities and chairs standing any other agreement, lease or idease, whether vertal or in writing to the continuity Perhitise confirms that Perhitise assumes all risk that the Arcell may be demayed or destroyed by the effects of the State write in strange in the Hangar Space. Signature makes no warrenties or representations of any land the kinnell can be protected from the effects of the State. Permittee agrees to indemnify, had sameless, release and defend Signature and the Signature Group from any and All Comages arising out of any effects of a State. Permittee shall be solely responsible for any such kesses or it will be screen coverage. Permittee weiver at rights of subrogation for fast and its insurance contents.

Remainder of page intentionally left blank.

Space Permit REV 12.13.2025

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Permittee Initials:

Exhibit A Third Party Vendor Release ("Release")

Airport, ("Airport"), by the FBO premises on a temporary basis, consistent with the terms and condition	cility company, ("Signature"), which maintains a Fixed Basic Operation ("FSO") at a execution hereof, heroby authorizes the following person or entity, ("Vendor"), to enter this hereinatter stated
 Vondor. The name, address, and telephone number of the Vendo 	
Naire: Address: Telephone: Email:	and the state of t
Service provided ("Service"):	
Permittee, tenant, Aircraft owner, pilot or other designated sepresentative. Verdesignated for such Service by local Signature management. Vendor express operate aircraft or use Signature's leasehold, including, but not limited to, ingr. 3.	the prevailing and applicable rules of the Airport, Federal Aviation Administration (*FAA*), or harmless. Signature and the Airport, their respective officers, directors, lagents and stiffentiations, demages, injunes, losses, claims, fines, penalties is/s, including at costs, actomeys feds, and expenses incidental thereto, which may be my property or injury to or death of any person arising out of or by reason of any breach, contractors, subcontractors, licensees or employees of any covernant or condition of this life following types and amounts of insurance: ad single limit \$5,000,000 per occurrence; products and completed operations od single limit \$6,000,000 per occurrence; products and completed operations od single limit \$6,000,000 per occurrence; involving types and have a motor rehicle that is both (1) registered in its name and I Vendor does not have a motor rehicle that is both (1) registered in its name and I Vendor subsequently registers a verifier in its name and drives on the ramp, the waiver in Vendor subsequently registers a verifier in its name and drives on the ramp, the waiver ind Vendor shart objain the requisits coverage. If this Release is labor amended to reduce the maintenance of aircraft. This conditional vixed and Vendor shall colain the requisits coverage if this Release is labor amended to obtain any vendor shall colain the requisits coverage if this Release is labor amended to obtain any vendor shall colain the requisits of aircraft maintenance in the Space. after of \$500,000 or as required by station of \$500,000 per occurrence of aircraft maintenance in the Space. after of \$500,000 or as required by station of actions and shall be endorsed to provide cross of the standard separation of insured provision, they shall be endorsed to provide cross of the occurrence and the Authority'. All required insurance policies shall be evidenced tilter realthan or any carried shall be evidenced tilter realthan and any carried shall be evidenced tilter realthan and any carried shall be evidenced
sursiquants, mornium insurance arrounts stated size not be lowered without, in which case, the Airports limits shall supersede the limits stated at	x4 express written consum of Signature. Higher insurance finite may be required by the over.
VENDOR ACKNOWLEDGES THAT ITS POTENTIAL LIABILITY COVERAGE OR TO INSURANCE POLICY LIMITS REQUIRED	is not limited to the amount of any liability insurance in this release.
Signature Flight Support LLC	Vendo:
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Name:	Name:
T-00:	Tille:
The second secon	The state of the s

Space Permit REV 12.13.2021

Page 8 of 8

Permittee initials: Signature initials:

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, 2022, (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 8 day of April 2022, 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: Pan Berke
Title: Director of Airports
Title. Birector of Airports
Approved as to Form and Legal
Sufficiency:
By:
County Attorney

Consent to Sublease Form approved October 18, 1994 R-94-1453

SPACE PERMIT

"Effective Date": 2/1/2022

"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	1470		\$660.00
Additional Mon	nthly "CAM Charge" N85VZ	•		\$52.80
Monthly Landing Fee N85VZ			\$15.00	
TOTAL MONTHLY BASE RENT			\$727.80	

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) Socata	TBM 940	N85VZ	1353
(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 1/31/2023 ("Term").

"Security Deposit": \$ \$1350.0

Addresses for Notices:

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Permittee Initials: AM Signature Initials:

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: Daniel Lyon 1500 Perimeter Road

West Palm Beach, FL, 33406

Email: Daniel.Lyon@signatureflight.com

If to Permittee:

Address:1131 Arabian Road

Warrinton, Pa, 18975

Attention: Andres Morales Work: 267-280-7031

Eamil: andres@skylinegroupmc.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	Permittee		
By:	By: Skyline group MC		
Printed Name: Davis Lyov	Printed Name: Andres Morales		
Title: GENERAL MANNER	Title: President		
Witness:	Witness:		
Printed Name:	Printed Name: Andres Morales		
Date:	Date: 2/16/22		

SPACE PERMIT GENERAL TERMS AND CONDITIONS

- 1. <u>Basic Provisions.</u> The Basic Provisions preceding these General Terms and Conditions are incorporated herein and binding upon Signature and Permittee. For purposes of this Permit, Signature and Permittee may from time to time be referred to individually as a "Party" and collectively as the "Parties."
- 2. Term. This Permit shall be for Term as defined above. Permittee shall vacate the Space upon the expiration or earlier termination of this Permit. Permittee shall reimburse Signature for, and indemnify Signature against, all damages, costs, liabilities and expenses, including attorneys' fees, which Signature shall incur on account of Permittee's delay in so vacating the Space. If Permittee shall not vacate the Space upon the expiration or earlier termination of this Permit, the Base Rent shall be increased to 200% of the Base Rent then in effect and Permittee's obligation to pay Aggregate Rent shall continue, but nothing herein shall limit any of Signature's rights or Permittee's obligations arising from Permittee's failure to vacate the Space, including, without limitation, Signature's right to repossess the Space and remove all persons and property therefrom at any time after the expiration or earlier termination of this Permit and Permittee's obligations and covenants arising pursuant to this permit, including but not limited to its waivers, and obligations to reimburse and indemnify Signature as provided in the preceding sentence or as otherwise set forth in this Permit.
- 3. Aircraft. The Hangar Space and/or Ramp Space, as applicable, shall be used and occupied by Permittee for the storage of only the Aircraft.

4. Rent.

- a. Base Rent. Permittee agrees to pay Base Rent to Signature (a prorated amount if the Term commences on a day other than the first day of the month), and, on the first day of each month thereafter Aggregate Rent (as defined below). Base Rent is payable in advance without notice, setoff, demand or deduction, except as provided in this Permit.
- b. Annual Base Rent Adjustment. On the first anniversary of the Effective Date and continuing each anniversary thereafter (each an "Adjustment Date"), the thencurrent Base Rent shall be increased by the greater of the following: (i) three and one-half percent (3.5%) or (ii) the "CPI Adjustment". For purposes of this Permit, the "CPI" shall be the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for CPI U (All Urban Consumers), for All Urban Consumers, , All Items (1982-1984 = 100). The "CPI Adjustment" shall be an amount equal to the Current Index Number minus the Base Index Number, divided by the Base Index Number. The "Current Index Number" shall be the CPI for the month two (2) months prior to the Adjustment Date. The "Base Index Number" shall be the CPI for the month twelve (12) months prior to the Current Index Number. In the event the compilation and/or publication of the CPI shall be discontinued or materially altered, Signature shall choose a reasonable replacement index. Failure to notify Permittee of such an adjustment shall not waive Signature's right to impose such an adjustment in accordance with the foregoing effective as of the applicable Adjustment Date.
- c. Supplemental and Aggregate Rent. In addition to the Base Rent, Permittee shall pay to Signature, on a monthly basis, except for real estate taxes which shall be paid on an annual basis, along with such Base Rent, any and all additional sums other than Base Rent due and owing to Signature as a result of Permittee's tenancy, including but not limited to the Facility Charge, CAM Charge, and those amounts referenced in Section 4(d) below ("Supplemental Rent"). Base Rent and Supplemental Rent are hereinafter referred to collectively as "Aggregate Rent".
- d. Airport Concession Fees and Charges; and Taxes. Permittee agrees to pay Airport concession fees, charges, and/or taxes, which shall be assessed at the rate applicable at the time of each monthly Base Rent payment and subject to change at the Airport's (or Authority's) discretion, as well as alt applicable and then-prevailing state and federal taxes relating to Permittee's use and/or the terms and conditions of this Permit, including but not limited to ad valorem and real estate taxes.
- e. Common Area Maintenance. (CAM) Charge: Permittee shall pay to Signature monthly, as Supplemental Rent, the Permittee's proportionate share of expenses of every kind paid or incurred by Signature for the operation, upkeep, maintenance, repair or renewal of the Space and Common Use Areas. The CAM Charge shall include, but is not limited to, maintenance and landscaping, fire suppression system maintenance and certification, security and access controls/phones, utilities, and property insurance. Notwithstanding the foregoing, the CAM Charge shall exclude the following: (1) Master Lease rent; (2) capital improvements; (3) mortgage payments; (4) depreciation; (5) leasing commissions, attorneys' fees, space planning costs; (6) any amounts paid to affiliates of Signature to the extent such amounts exceed amounts that would have reasonably been paid to unrelated third parties for similar services; (7) any of Signatures' overhead and general administration expenses; (8) advertising and promotional expenditures; (9) penalties, fees or interest incurred as a result of Signature's failure to make a payment when due. The CAM Charge shall be adjusted annually.
- f. Late Fee. Any payment not delivered within seven (7) calendar days following the date due shall be subject to a late fee equal to the greater of: (i) \$100; or (ii) ten percent (10%) of the amount due, but in no event higher than the maximum rate allowable by law. Any late fee so imposed shall be deemed Supplemental Rent.
- 5. Security Deposit. Permittee shall deposit the sum of two (2) months' estimated Base Rent ("Security") with Signature as security for the faithful performance by Permittee of its obligations under this Permit. Signature may apply any portion of the Security against any Indebtedness which is not paid when due. If Signature pays Permittee's Indebtedness from such Security or if Permittee's Base Rent increases, Permittee shall deposit an amount to replenish the Security to the sum of two (2) months' estimated Base Rent within ten (10) business days of Signature's written demand. Payment of any indebtedness from such Security does not waive Signature's right to any other remedy provided by this Permit or by law. Signature shall return any unused portion of the Security, without interest, upon Permittee's performance in full of its obligations under this Permit at the end of the Term
- 6. <u>Authority.</u> Permittee represents that it is fully authorized to enter into this Permit on behalf of the Permittee and any owner(s) of the Aircraft and to bind the Permittee and the Aircraft owner(s) to the terms and conditions set forth in this Permit.
- 7. Storage. Permittee shall prohibit the storage, maintenance (including washing), or operation of any motor vehicle, recreational vehicle, or boat in the Space. Permittee covenants and agrees that at no time during the Term will Permittee, together with its agents, employees, contractors, subcontractors, invitees, officers, directors, servants or vendors (collectively, hereinafter referred to as ("Permittee Group"), be permitted to store, maintain or operate any motor vehicle, recreational vehicle, or any vehicle considered to be personal property in, around, or upon the Space.
- 8. <u>Common Areas.</u> Permittee is authorized to use designated common use areas of the Base, including, but not limited to, restrooms, entry ways, hallways and vending areas, as specified by Signature's local general manager, subject to reasonable rules and regulations imposed by Signature.
- 9. Security of Personal Property. Permittee is at all times responsible for securing and locking the Aircraft, including but not limited to properly attaching tie down ropes or chains. Signature's performance of any Ancillary Services or providing ropes, chains, or chocks does not constitute Signature's acceptance of responsibility for the Aircraft's overall security. Signature shall not accept keys to Permittee's Aircraft, automobiles, or other vehicles. Signature shall not be responsible for the storage or security of Permittee's personal property, including but not limited to deliveries made to Permittee. Permittee acknowledges that any security or safety measures employed by Signature are for the protection of Signature's own interests; that Signature is not a guarantor of the security or safety of Permittee, its employees, guests, contractors or licensees, or of its property; and that such security and safety matters are the responsibility of Permittee and the local law enforcement authorities.
- 10. <u>Utilities.</u> For purposes of this Permit, "Utilities" shall mean heating, cooling, electricity and water. If Permittee requires utilities other than those or in quantities greater than those evailable at the Effective Date, Permittee is solely responsible to arrange for them, coordinate their installation with Signature's requirements, and pay for such costs, including any impact fees.
- 11. Master Lease; Alteration of Prevailing Land Rents by Authority. The Master Lease and all amendments thereto, prior to and subsequent to the Effective Date, are incorporated herein and are available for Permittee's inspection and review. The terms and conditions of this Permit shall be subject and subordinate in all respects to the Master Lease, as amended from time to time, and any provision of such Master Lease required to be addressed herein shall be deemed incorporated herein. Signature reserves the right to increase Permittee's then-prevailing monthly Base Rent and/or Supplemental Rent by a corresponding amount of any increase imposed upon Signature including but not limited to any increase imposed by the Authority or any other authority having jurisdiction over the Airport and Signature's leasehold interest by changes in rules, regulations, ordinances, orders, decrees, or any law resulting in an increase in the prevailing land rents or concession fees, etc. applicable to Signature, and/or alteration or adjustment of rents pursuant to the Master Lease. Signature shall provide Permittee a minimum of ten (10) business days' written notice from Signature of any increase allowable pursuant to this Paragraph 11; provided however that failure to deliver such notice shall not be deemed a waiver of Signature's right to such payment.
- 12. Taxes. Additionally, Permittee agrees to pay all such taxes and assessments, which are assessed against or provided to Signature for personal property in the care, custody and control of Permittee located in, on or about the Space. Signature agrees to furnish Permittee promptly with all pertinent official tax bills, statements, invoices, and assessments consistent with Signature's receipt of same. Permittee hereby authorizes Signature to provide Information relating to the presence of Permittee's personal property on or about the Space as requested by any governmental authority having jurisdiction or authority with respect to the taxation of such personal property.
- 13. <u>Signature Ancillary Services.</u> It is acknowledged by the Parties that other services not described in this Permit may be requested by Permittee for the Aircraft (or on behalf of the Aircraft owner/operator) to be performed by Signature. Such ancillary services may include, but are not limited to, the sale of aircraft parts and components, temporary hangar space,

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Permittee initials: AM Signature Initials:

the performance of aircraft maintenance and avionics, fueling, defueling, deicing and interior/exterior cleaning (collectively, "Ancillary Services"). Signature agrees to furnish and/or perform such Ancillary Services at the request of the Permittee at Signature's prevailing and locally-established rates or as otherwise negotiated between Signature local management and Permittee. Such requests may be made by Permittee verbally or in writing, if such Ancillary Services are provided, Permittee agrees to pay Signature for all such work, which shall be subject to all of the terms and conditions of this Permit. Any sums due and owing to Signature as a result of its provision of Ancillary Services shall be Supplemental Rent unless paid for at the time of service.

- Prohibited Uses. Permittee shall not use the Space for any use which is not expressly allowed by the Master Lease or any applicable rule or regulations, and further, Permittee shall not allow the use of the Space for the operation of a fixed base operation or any business substantially similar to any portion of Signature's authorized general or commercial aviation operations at the Airport. Permittee expressly warrants and represents without limitation that it shall not at any time during the term of this Permit undertake for itself or cause to be undertaken through others, including, but not limited to its employees, agents, subcontractors, or invitees, any services permitted to Signature under the Master Lease, including, but not limited to the following:
 - Installation of any fuel storage and dispensing facilities (including mobile delivery of fuel); a.
 - Receipt and storage of any fuel product, including, but not limited to, aviation and motor fuels; b.
 - Into-plane or into-truck delivery of any aviation or motor fuels: C,
 - d. Rotorcraft or aircraft sales or rentals (Permittee demonstration flights excluded);
 - Flight training (Permittee in-house flight training excluded); e. f.
 - Rotorcraft or aircraft radio and instrument sales and service (avionics):
 - g. Specialized rotorcraft or aircraft repair service for a third party:
 - h. Air transport of mail or cargo for hire:
 - i. Hangaring or servicing of aircraft for a third party, Including without limitation that of a translent or non-based tenant, subtenant, sub-permittee, guest, or invitee of the Permittee:
 - j. k. Deicing of aircraft;
 - Temporary parking, including overnight parking, of aircraft, other than the Aircraft;
 - l. Maintenance/ avionics services for a third party;
 - Wash aircraft: m.
 - Other activity adverse or disruptive to Signature or Airport interests as may be determined by Signature in its sole but reasonable judgment. n.
- 15. Third Party Vendors. Any third party seeking access to any part of the Space and/or the Base to perform any commercial activity ("Third Party Vendor") may enter Signature's leasehold (Including the Space) only after the Third Party Vendor has:
 - Executed the Vendor Release, an exemplar of which is attached as Exhibit A; a.
 - Provided Signature with a Certificate of Insurance for the requisite Insurance coverage; and, b.

C. Obtained written authorization for entry from Signature via its execution of the Vendor Release.

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

- Termination of Master Lease. If the Master Lease is terminated or abated, such termination or abatement shall cancel or abate this Permit and Permittee shall look to Signature's successor-in-interest or to the Authority for relief or continuance of its rights as established in this Permit. Permittee shall have the right to remove all of its fixtures, equipment, personal property and other property from the Space deemed to be removable or non-improvement provided Permittee shall repair any damage to the Space as a result of such removal.
- 17. <u>Destruction or Condemnation of Space.</u> If, after the Effective Date, any significant portion of the Space is destroyed by fire or other casualty, Permittee or Signature shall have the option upon written notice to the other Party to terminate its obligations under this Permit provided Permittee shall not exercise such right in the event such destruction or casualty arises either directly or indirectly from Permittee's acts or omissions. If all or part of the Space is taken or condemned by any authority for any public use or purpose, which renders the Space untenantable or unusable, this Permit shall terminate as of the date title vests in such authority, and the Aggregate Rent shall be apportioned as of such date.
- 18. Acceptance: Maintenance: Surrender.
- a. Permittee accepts the Space In its "as is" condition on the Effective Date of this Permit and Signature shall have no liability or obligation to make any alterations or improvements of any kind on or about any portion of the Space. Permittee shall not alter the Space in any fashion without the prior written consent of Signature, which may be withheld in Signature's sole discretion. Upon the expiration or termination of this Permit, all fixtures installed or additions and improvements made to the Space, specifically excluding furniture and Permittee's trade fixtures, shall, at Signature's option (to be exercised in its sole discretion) either (i) become the property of Signature and shall remain in the Space, without compensation or payment to the Permittee, unless otherwise agreed to in writing by Permittee and Signature, or (ii) be promptly removed by Permittee, and Permittee shall, at its sole cost and expense, restore the Space to the condition that existed immediately prior to its occupancy of the Space (normal wear and tear excepted) and repair any damage resulting from the removal of the additions and improvements.
- b. Subject to section 4.e. herein, Signature is responsible for coordinating all necessary maintenance and routine repair to the Space, specifically excluding any Permittee requested improvements to the space as set forth in Section 18.a. herein. Permittee shall be responsible for all maintenance and repair costs arising from the acts or omissions of the Permittee Group. Permittee shall be responsible for keeping the Space clear and orderly, including the removal of trash and debris from the Space and for complying with applicable rules and regulations for the operation of equipment and Permittee's business within the Space. The cost of janitorial services to the Space shall be the responsibility of Permittee. Permittee shall have the exclusive right to engage a janitorial service provider of its choice.
- Permittee shall not perform or conduct any operation that in any way adversely impacts the structural integrity of any portion of the Space or which accelerates its ordinary deterioration.
- đ. Upon the expiration, or earlier termination, of the Term, Permittee shall immediately remove its personal property and surrender the Space to Signature in good repair and broom clean condition, ordinary wear and tear excepted.
- Signature and the Authority may enter the Space at all reasonable times for the purpose of routine inspections of the Space, or any other purpose reasonably necessary to protect Signature's or Authority's interest in the Space or to perform Signature's or Authority's duties under this Permit.
- 19. Signage. Permittee shall not place or permit to be placed in or on the Space any signs or insignlas without Signature's and, if applicable, the Airport's written consent, in the
- Non-Exclusive Easements. Signature grants to Permittee a non-exclusive easement to transition Permittee's Aircraft, if applicable, to and from the Hangar Deck Space or other aircraft storage space controlled by Signature to an Airport taxiway and to provide ingress and egress to and from the Space for authorized vehicles, including, all vehicles and other equipment required by Permittee's employees, vendors, contractors and authorized subcontractors. All vehicles and vehicle operators shall fully comply with Signature's and the Authority's rules and regulations regarding Airport and Aircraft Operations Area (AOA) access.
- Airport Security. Permittee and the Permittee Group shall comply at its own expense with all applicable security requirements, including, but not limited to, those of Signature, ation Regulations ("FAR") and the TSA, any Airport Security Program, all as amended from time to time. Permittee shall take all action necessary or as directed by Authority to ensure that members of the Permittee Group compty with such requirements. If Signature or the Authority incur any fines as a result of the acts or omissions of the Permittee and/or the Permittee Group, Permittee agrees to pay all such fines and penalties in accordance with its indemnification obligation set forth herein and to cure any security deficiency immediately.

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Permittee Initials: AM Signature Initials: Signature and the Authority reserve the right to take whatever action necessary to cure any security deficiency if Permittee falls to remedy the security deficiency promptly and to be reimbursed any and all costs and expenses associated with such action.

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

23. Insurance,

- Minimum insurance dollar limits regulred of Permittee:
 - i. Aircraft Hull and Liability

 - Aircraft hull: All risk aircraft hull insurance for 100% of total aircraft cost insuring against loss to aircraft or other property

 Aircraft liability: Aircraft liability insurance (ground/flight) with a minimum combined single limit at least equal to the requisite commercial general liability (below) covering bodily injury (including passengers) and property damage

 Aircraft hull and liability coverage shall be conditionally waived if this Permit does not include the storage of an aircraft. This conditional wa
 - shall be automatically revoked and Permittee shall obtain the requisite coverage if this Permit is later amended to add aircraft storage space.

ii. Liability - Airport Premises

- Commercial General
 (a) Office Space only: Combined single limit \$1,000,000 per occurrence
 - (b) Turbo Jet Aircraft: Combined single limit \$5,000,000 per occurrence*
 (c) Turbo Prop Aircraft: Combined single limit \$3,000,000 per occurrence*

 - Piston/Reciprocating Aircraft: Combined single limit \$1,000,000 per occurrence*

 *Aggregate for products and completed operations. The requirement to carry third party products and completed operations liability coverage shall be conditionally waived if Permittee does not offer goods or services to third parties. This conditional waiver shall be automatically revoked and Permittee shall obtain the requisite coverage if Permittee subsequently offers goods or services to third parties.
- Motor Vehicle: Combined single limit \$5,000,000 per occurrence

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

 <u>Environmental / pollution</u>: Combined Single Limit \$1,000,000 per occurrence
- - This coverage shall be conditionally waived if this Permit does not include the maintenance of aircraft. This conditional waiver shall be automatically revoked and Permittee shall obtain the requisite coverage if this Permit is later amended to add aircraft maintenance or if Permittee commences, without amendment, performance of aircraft maintenance in the Space (including but not limited to aircraft washing).

iii. Property

- All Risk Property: Full Replacement Value of any alteration or improvement to the Space installed by Permittee
 (a) This coverage shall be conditionally waived if Permittee does not perform any alterations to the Space. This conditional waiver shall be automatically revoked and Permittee shall obtain the regulsite coverage if Permittee subsequently alters or improves the Space.

iv. Worker's Compensation & Employer's Liability

- Worker's compensation: The greater of \$500,000 or as required by statute Employer's liability: \$500,000 each occurrence for bodily injury by accident \$500,000 each occurrence for bodily injury by disease
 - (a) Employer's liability coverage shall be conditionally waived if Permittee does not have any employees. This conditional waiver shall be automatically revoked and Permittee shall obtain the requisite coverage if Permittee subsequently hires employees.
- Insurers; Special Provisions For Certificates of Insurance; The insurance required to be carried by Permittee pursuant to the terms of this Agreement shall be effected under valid and enforceable policies issued by reputable and independent insurers permitted to do business in the State in which the Space is located, and rated in Best's Insurance Guide, or any successor thereto (or if there be none, an organization having a national reputation) as having a general policyholder rating of "B++" or greater and a financial rating of at least "XIII." All such required liability insurance, except (1) worker's compensation and (2) employer's liability shall name (exactly as set forth in quotations) "Signature Flight Support LLC, its parent, subsidiaries, related, and affiliated companies and the Authority" as additional insureds. To the extent All Risk Property is required pursuant to Section 23(a)(ii)(1)(a) above, Its parent, subsidiaries, related, and affiliated companies and the Authority" as additional insureds. To the extent All Risk Property is required pursuant to Section 23(a)(ii)(1)(a) above, Signature shall be named as Loss Payee, If the required liability polices do not contain a standard separation of insured provision, they shall be endorsed to provide cross liability coverage. To the extent that such loss, damage or liability is covered by valid and collectible insurance maintained by it, or that pursuant to this Permit should have been maintained by it, Permittee hereby waives all rights of recovery against Signature and the Signature Group. All required insurance policies shall contain a waiver of subrogation in favor of "Signature Flight Support LLC, its parent, subsidiary, related, and affiliated companies and the Authority". All required insurance policies shall be evidenced by certificates of insurance that provide at least thirty (30) days advance written notice of any cancellation or changes adverse to the interests of Signature or its subsidiaries. Permittee may send insurance certificates to the Signature Insurance Department via any of the following methods: (i) by mail to Signature Flight Support LLC, 13485 Veterans Way, Attention: Real Estate 5th Floor, Orlando, FL 32827; or (ii) by email to Realestate@signatureflight.com. Permittee shall reimburse Signature upon demand for any and all third-party vendor costs and expenses incurred by Signature in order to enforce Permittee's compliance with the above insurance requirements, and any such costs and expenses hall be deemed Supplemental Rent hereunder.
- Permittee shall ensure that minimum insurance amounts stated shall not be lowered without express written consent of Signature. Higher insurance limits may be required by the Airport, in which case, the Airport's limits shall supersede the limits stated above.
- Permittee shall ensure that the certificates of insurance, with respect to the insurance requirements described above, shall state that such coverage is primary and without right of contribution from any insurance carried by Signature and that the liability assumed by Permittee under this Agreement has been specifically insured under the policies above, but such insurance in no way limits Permittee's liability hereunder.
- e. PERMITTEE ACKNOWLEDGES THAT ITS POTENTIAL LIABILITY IS NOT LIMITED TO THE AMOUNT OF ANY LIABILITY INSURANCE COVERAGE OR TO INSURANCE POLICY LIMITS REQUIRED IN THIS PERMIT. FURTHER, PERMITTEE SHALL BE SOLELY RESPONSIBLE FOR INSURING ITS PERSONAL PROPERTY OR OTHER CONTENTS WITHIN OR ABOUT THE SPACE.
 - Minimum insurance dollar limits required of Signature:
 - Signature shall at all times during the Term, at is sole cost and expense, maintain the same types and amounts of insurance required under the Master Lease.

24. Indemnification.

- a. Permittee's Indemnification. Permittee shall be liable for the acts or omissions of the Permittee Group without limitation and further agrees to indemnify, defend, and forever hold harmless Signature, the Authority and their respective officers, directors, employees, agents, servants, contractors, subcontractors, vendors, invitees (collectively, the "Signature Group") from and against any and all claims, liabilities, iosses, demands, fines, sults, penalties, actions, judgments or other expenses, including, but not limited to, FAA and TSA fines or assessments, reasonable attorneys' fees and costs (collectively, "Damages") incurred by the Signature Group and arising from any negligent acts or omissions of the Permittee Group; provided, however, that this indemnity does not apply to Damages caused by the negligence of Signature and its respective officers, directors, and employees. Such Indemnification is subject to and limited by Paragraph 22 Limitation of Llability.
 - Signature's Indemnification. Signature shall be liable for the acts or omissions of Signature and its respective officers, directors, and employees without limitation

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Permittee Initials: AM Signature Initials: and further agrees to indemnify, defend, and forever hold harmless the Permittee Group from and against any and all Damages incurred by the Permittee Group and arising from any negligent or willful acts or ornissions of Signature and its respective officers, directors, and employees; provided, however, that this indemnity does not apply to Damages caused by the acts or omissions of the Permittee Group. Such indemnification is subject to and limited by Paragraph 22 Limitation of Liability.

Exclusion and Duration. These provisions expressly exclude all Environmental Damages as set forth in Paragraph 25, below. The indemnifications set forth in this Paragraph 24 shall (1) survive the termination or expiration of this Permit, and (2) shall not be construed to negate or abridge any other indemnity obligation that would exist at common law or pursuant to this Permit, and (3) shall not be limited by any provision of insurance; and (4) shall apply to the acts or omissions of Permittee Group occurring on or about the Space or se within the network of fixed base operations owned, operated, controlled or managed by Signature.

Environmental Removal and Disposal.

- a. Compliance with Environmental Regulation. Permittee is solely responsible for the proper removal and disposal of all hazardous substances, hazardous wastes and petroleum products as defined and regulated under applicable local, state, or federal law (collectively, "Regulated Substances") that Permittee, or Permittee Group, generates or otherwise brings, or causes to be brought onto the space or Airport. Such removal and disposal shall include, but not be limited to, proper documentation of such Regulated Substances under its assigned Environmental Protection Agency ("EPA") Identification Number in Permittee's name. Permittee agrees to provide Signature, upon request, with the required EPA identification number and copies of any and all documentation in Permittee's name. Permittee shall comply with any and all applicable local, state and federal law and any and all Airport requirements in such removal and disposal. Additionally, Permittee is solely responsible for any and all environmental contamination that impacts the Space or any portion of Signature's leasehold premises as a result of the Permittee Group's storage or handling of any content to Space from time to time to signature and addition and the surface agrees to provide Substances on, in or at the Space.
- b. Environmental Audits. Permittee acknowledges that Signature may enter the Space from time to time to conduct environmental audits. If such environmental audit reveals the presence of contaminants in excess of acceptable levels under applicable law as a result of Permittee's use of the Space, Signature shall serve written notice to Permittee to correct the conditions within seven (7) days. Permittee shall act diligently to remove any and all such contaminants and to take all such prompt action necessary to satisfy Signature and any authorities having jurisdiction over the Space that proper remediation has occurred as described above. If Permittee fails to act within the seven (7) day period, Signature may act to correct the conditions and shall be entitled to reimbursement for any and all costs directly or indirectly associated with such corrective action.
- Indemnification by Permittee. Permittee shall indemnify, defend, and forever hold harmless the Signature Group from and against all environmental claims, liabilities, damages, fines, penalties, tosses or impairments, including, but not limited to, any penalty or fine imposed by any governmental agency and the expense of cleaning up or disposing of any Regulated Substances, as well as any and all reasonable attorneys' fees (collectively, "Environmental Damages") resulting from the use and occupancy or any negligent act or omission of the Permittee Group. Permittee shall not be responsible for any type of Environmental Damages or any environmental conditions that existed before the Effective Date of the first space permit entered into between the parties (or their predecessors), except to the extent the Permittee Group exacerbates any such issue or matter. The indemnities set forth herein Paragraph 25(c) shall survive the termination or expiration of this Permit.
- d. Environmental Protection Procedures. Permittee shall conduct its operations to meet or exceed requirements set forth in applicable local, state, and federal laws and in accordance with safe and proper industry practices in order to prevent environmental accidents. Such practices include but are not limited to the following:

 (i) Permittee shall at all times protect the drain from spills of Regulated Substances and agrees to instruct all its employees, agents, servants, contractors, subcontractors, invitees, and other representatives in writing regarding such requirement and the proper operation and maintenance of this drainage system, and immediately notify Signature of any discharge;

 Permittee shall properly label all containers and shall not place or maintain open containers outside of the Space;

 - Permittee shall cover all trash containers placed or maintained outside the Space
- 26. <u>Compliance With Laws.</u> Each member of the Signature Group and the Permittee Group shall comply with all prevailing and applicable federal, state and local rules, regulations, orders, and laws of all jurisdictions having authority, including, but not limited to the Airport, FAA, TSA, in which the space is located. Permittee represents and warrants to Signature that orders, and laws of all jurisdictions having authority, including, but not limited to the Airport, FAA, TSA, in which the space is located. Permittee represents and warrants to Signature that Permittee is not a party with whom Signature is prohibited from doing business pursuant to the regulations of the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury, including those parties named on OFAC's Specially Designated Nationals and Blocked Persons List. Permittee is currently in compliance with, and shall at all times during the Term remain in compliance with, the regulations of OFAC and any other governmental requirements relating thereto. In the event of any violation of this section, Signature shall be entitled to immediately terminate this Permit and take such other actions as are permitted or required to be taken under taw or in equity. Permittee represents and warrants that neither Permittee nor any of its subsidiaries, directors, officers, agents, employees, affiliates or other person associated with or acting on Permittee's behalf have (i) used any corporate funds for any unhawful contribution, gift, entertainment or other unlawful expense relating to political activity or to influence official action; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment; or (iv) violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the "FCPA"); and Permittee has conducted its businesses in compliance with the FCPA and has instituted and maintains policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, compliance therewith. PERMITTEE (INCLUDING ATTORNEYS' FEES AND COSTS) INCURRED BY SIGNATURE ARISING FROM OR RELATED TO ANY BREACH OF THE FOREGOING CERTIFICATIONS. These indemnity obligations shall survive the expiration or earlier termination of this Permit.
- <u>Brokers.</u> The Parties acknowledge that no broker was in any way involved consummating this Permit and that no conversations or prior negotiations were had with any broker itiles in Paragraph 24, above, shall be applicable to claims by any broker for a brokerage commission arising out of this Permit.
- 28. Notice. Any notice or demand required under this Permit may be by personal service, courier, recognized overnight delivery service, or United States mail (certified mail/postage prepaid only). Notices served by United States mail are deemed properly delivered effective the third (3rd) business day and personal service, courier service and recognized overnight delivery service are deemed served at the time and date of receipt confirmation provided that such notice is addressed to the Permittee as set forth in the Basic Provisions.

29. Default; Remedies.

- It shall be considered a "Default" pursuant to this Permit if (i) Permittee fails to make, within fourteen (14) calendar days of the date due (the "Grace Period"), payments of Aggregate Rent or any other payment required herein; (ii) Permittee shall fail to perform any non-monetary covenant herein, and such default shall continue for a period of thirty (30) days or such period of time as otherwise specified in this Permit after receipt of written notice of the default from the non-defaulting Party, provided, however, that if such Default thirty (30) days or such period of time as otherwise specified in this Permit after feceipt of written notice of the default from the non-defaulting Party, provided, however, that it such Default is not reasonably susceptible to cure within such thirty (30) day period, Permittee shall be permitted the reasonable additional time as may be required to pursue, through its best and most diligent efforts, the required corrective action, not to exceed an additional thirty (30) days (this subsection ii shall not apply to Permittee's failure to pay Aggregate Rent or to any Parties failure to comply with federal, state, local, or other law, statule, or regulation); (iii) Permittee shall cease to do business as a going concern; (iv) a petition is filed by or against Permittee under the Bankruptcy Act or any amendment thereto (including a petition for reorganization or an arrangement) or under any other debtor protection laws; (v) Permittee assigns, transfers or encumbers this Permit without Signature's express and advance written authorization; or, (vii) there is a seizure of this Permit or the Space or any part thereof, upon execution or by other process of law directed against Permittee, or upon or subject to any creditor's attachment. The Grace Period referenced above with respect to monetary payments shall be revoked without further notice to Permittee in the event Permittee fails more than two (2) times to timely deliver any payment when due (regardless of cure) in any given consecutive twelve (12) month period.
- In the event of any Default hereunder, Signature shall have the right to pursue any combination of the following remedies: (i) terminate this Permit; (ii)remove the Aircraft and other personal property from the Space and relocate the Aircraft to any location on the ramp upon termination and without notice and Permittee hereby walves any right or claim to recover damages from Signature relating to such towing, removal, and relocation or storage on the ramp; (iii) declare all Aggregate Rent and other amounts payable hereunder for the balance of the Term to be immediately due and payable; (iv) perform any of Permittee's obligations and Permittee shall reimburse Signature for any and all costs and expenses incurred, including attorneys' fees, plus an administrative fee equal to ten percent (10%) of such costs, with a minimum of \$100.00; (v) Signature may enter the Space and proceed to sell, in a commercially reasonable manner, all goods, chattels and personal property found to offset any portion of Aggregate Rent and outstanding additional payments and Permittee shall pay all costs and expenses incurred or chargeable to Signature as a result of such sale; (vi) Signature may, at Signature's sole option, after or repair the Space as necessary in order to relet the entire or any part or parts of it either in Signature's name or otherwise on terms at Signature's option which may be less than or greater than the balance of Permittee's Term. No re-entry, afteration, repair or reletting shall be construed as Signature's election to terminate this Permit unless Signature has indicated otherwise. Permittee for Permittee's and Permittee's successors and assigns hereby irrevocably constitutes and appoints Signature as its agent to collect the rents due and to become due under any of Permittee's permit for the Space (or

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any parts thereof) without in any way affecting Permittee's obligation to pay any unpaid balance of Aggregate Rent due or to become due hereunder. In addition to the foregoing, Signature is entitled to all rights and remedies available to it at law or equity.

- c. If either Party institutes an action to enforce its rights under this Permit, the prevailing Party shall be reimbursed by the other Party for its reasonable attorneys' fees in addition to any other recoverable damages.
- d. If Signature shall fail to perform or observe any covenant or requirement of this Permit, and such failure continues for a period of thirty (30) days following receipt of written notice from Permittee of such failure (provided that such time period shall be reasonably extended for so long as Signature diligently prosecutes such cure), Permittee shall have the right to terminate this Permit by written notice to Signature.
- e. Permittee agrees that any amounts outstanding beyond any grace or cure period set forth in this Permit shall bear interest at the rate of one and one-half percent (1.5%) per month of the delinquent amount, but in no event shall the foregoing exceed the maximum amount allowable by applicable law.
- 30. <u>Independent Contractor.</u> The relationship between the Parties shall be that of independent contractors for all purposes and in no event shall persons employed or retained by either Party be employees or agents of the other.
- 31. <u>Force Majeure.</u> Except for the payment of Aggregate Rent and any other sums due hereunder by Permittee, neither Party shall be liable for its failure to perform under this Permit or for any loss, injury, damage or delay of any nature that is caused by any act of God, act of terrorism, act of nature, fire, flood, wind storm, strike, labor dispute, riot, insurrection, war or any other cause beyond either Party's control, providing, however, should the force majeure continue for more than sixty (60) days, either Party may terminate this Permit upon ten (10) days' written notice.
- 32. Governing Law. This Permit shall be construed, interpreted, and enforced in accordance with the laws of the state in which the Space is located.
- 33. WAIVER OF JURY TRIAL. THE PARTIES HEREBY WAIVE THEIR RIGHT TO TRIAL BY JURY.
- Assignment and Subletting. Permittee shall have no right to assign, transfer, mortgage, pledge, hypothecate or encumber this Permit or any interest herein or sublet the Space or any part thereof, or permit the use of the Space by any other party without Signature's prior written consent which may be withheld in its sole discretion. Signature's written consent to such a transaction shall not be deemed a release of Permittee from the obligations of this Permit, unless otherwise stated in writing by Signature. Any such contemplated assignment or subletting may further be subject to advance, written approval by the Authority. The use of the Space by any aircraft other than the Aircraft defined above shall be subject to Signature's prior written approval, which may be withheld in its sole discretion. Any such transactions in violation of the foregoing requirement shall be considered null and void and shall constitute an immediate Default, for which no cure period is available; provided however that the obligations of Permittee hereunder shall remain in full force and effect, including but not limited to the insurance, waiver and indemnification provisions, notwithstanding such a transaction or change of aircraft.
- 35. <u>Fuel Purchases.</u> Unless Permittee occupies Office or Shop Space only, Permittee agrees to purchase reasonable and substantial quantities of fuel from Signature In connection with the operation of the Aircraft based or otherwise operated from the Space in exchange for Signature furnishing Permittee the use of Signature's general aviation terminal facilities and amenities, as well as furnishing other basic and customary Ancillary Services related to the Aircraft based or operated from the Space. Such fuel purchases constitute an integral part of the basis of bargain and material consideration for Signature to enter into this Permit at the rental rates set forth herein.
- 36. Aircraft Towing. Signature shall have the primary responsibility to tow Aircraft at the Airport as one of the Ancillary Services offered by Signature. The Permittee Group agrees not to undertake the towing/repositioning of the Aircraft, except in the event of an emergency. "Emergency" is defined as an unanticipated and sudden event in which the safety, security or integrity of an Aircraft or a person, or their property, is in imminent perit or jeopardy. Permittee shall indemnify, defend and hold hamnless the Signature Group from and against any and all damages resulting from towing by Permittee.
- 37. <u>Time of Essence.</u> Time is of the essence in this Permit.
- 38. Amendment. No amendment, modification or alteration of the terms of this Permit shall be binding unless it is in writing and executed by both Parties.
- 39. Entire Agreement. All Exhibits attached hereto are fully incorporated into the terms and conditions of this Permit. This Permit constitutes the entire agreement and all prior correspondence, memoranda, negotiations, or understandings (written or oral) and are merged into and superseded by this Permit, excepting the Parties' joint and several obligations under the Master Lease. This Permit shall be Interpreted simply according to the plain meaning of its terms and not strictly for or against with Party regardless of which Party drafted it.
- 40. Severability. If any authority with proper jurisdiction determines that any provision is illegal, unenforceable, or invalid in whole or in part for any reason, all valid and enforceable provisions remain unaffected.
- 41. <u>Applicability.</u> The provisions of Paragraph 22 and Paragraph 24 shall bind Permittee and Signature with respect claims, losses, and damages arising with respect to the Space and all additional services performed by Signature with respect to the Permittee Group and its property (including the Aircraft) throughout the Base and at any other fixed base operation owned, operated, managed or controlled by Signature.
- 42. <u>Election of Remedies.</u> The Parties' rights and remedies are cumulative and in addition to all other rights and remedies at law and equity. No action initiated by either Party shall be construed or interpreted as a sole election of remedies and will in no way diminish, restrict, prejudice or otherwise waive any other rights or remedies.
- 43. <u>Authority Consent Required.</u> Permittee acknowledges that, pursuant to the provisions of the Master Lease, Signature may be required to obtain Authority's written consent to this Permit, and accordingly, if applicable, the obligations, understandings and commitments of the Parties as set forth herein are expressly subject to obtaining such Authority consent.
- 44. <u>Estoppel Certificates.</u> Permittee shall, within fifteen (15) days after any written request from Signature, execute, acknowledge and deliver a statement certifying certain facts regarding this Permit, including but not limited to confirming the effectiveness of this Permit and the status of any defaults thereunder and/or such other matters as Signature may reasonably request. Any such statement may be relied upon by or as may be requested by Signature, its lenders, insurance carriers, auditors, and prospective purchasers. If Permittee shall fail to execute and return such statement within the time required herein, Permittee shall be deemed to have agreed with the matters set forth therein.
- Relocation. Notwithstanding any provision of this Permit to the contrary, Signature shall have the right to temporarily relocate the Aircraft to reasonably similar space at the Base without prior notice to Permittee. Signature shall have the option to permanently relocate the Space upon thirty (30) days' prior written notice to Permittee and at Signature's sole cost and expense. In the event Permittee objects to such permanent relocation, Permittee may elect to terminate this Permit by written notice delivered to Signature within fifteen (15) days of receipt of the foregoing notice from Signature with such termination effective upon the thirlieth (30th) day following said notice from Signature. In addition to the foregoing, Signature shall have the right, but not the obligation, to relocate any Aircraft which is not airworthy from the Space to another portion of the Base in Signature's sole discretion.
- 46. Non-Walver. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Permit shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- 47. No Waste. Permittee shall not commit any waste upon the Space, or any nulsance or act which may disturb the quiet enjoyment of any other tenant of the Base.
- 48. Inclement Weather. In the event of any inclement weather (each event, a "Storm") Permittee hereby requests that Signature continue to store the Aircraft in the Hangar Space during the period that the Storm may strike or adversely affect the Hangar Space. In consideration of such storage, and notwithstanding any other agreement, lease or license, whether verbal or in writing, to the contrary, Permittee confirms that Permittee assumes all risk that the Aircraft may be damaged or destroyed by the effects of the Storm while in storage in the Hangar Space. Signature makes no warranties or representations of any kind that the Aircraft can be protected from the effects of the Storm. Permittee agrees to indemnify, hold harmless, release and defend Signature and the Signature Group from any and all Damages arising out of any effects of a Storm. Permittee shall be solely responsible for any such losses or it will look solely to its insurance coverage. Permittee waives all rights of subrogation for itself and its insurance carriers.

Remainder of page intentionally left blank.

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<u>Exhibit A</u> <u>Third Party Vendor Release ("Release")</u>

	limited liability company, ("Signature"), which maintains a Fixed Base Operation ("FBO") at port"), by its execution hereof, hereby authorizes the following person or entity, ("Vendor"), to enter					
the FBO premises on a temporary basis, consistent with the terms 1. Vendor. The name, address, and telephone number of	and conditions hereinafter stated.					
Name:Address:	the Conda die de College.					
Telephone: Email:						
Service provided ("Service"):						
Permittee, tenant, Aircraft owner, pilot or other designated represent designated for such Service by local Signature management. Venice 1981	re's Premises for the sole purpose of performing Service at the request of Signature or its customer, ntative. Vendor shall be authorized only to perform the Service noted above and only in the area(s) dor expressly agrees that at no time shall its activities infringe upon the or its customers' ability to ted to, ingress and egress from the FBO, offices, shops, ramps or parking lots.					
3. Compliance With Laws. Vendor represents that it shall	adhere to the prevailing and applicable rules of the Airport, Federal Aviation Administration ("FAA"),					
and the Transportation Security Administration ("TSA").						
	d and hold harmless Signature and the Airport, their respective officers, directors, agents and					
	companies from and against any and all liabilities, damages, injuries, losses, claims, fines, penalties					
or judgments, or any kind whatsoever (including those arising from	n third parties), including all costs, attorneys' fees, and expenses incidental thereto, which may be amage to any property or injury to or death of any person arising out of or by reason of any breach,					
violation or non-nerformance by Vendor or its agents, servants, co-	nsultants, contractors, subcontractors, licensees or employees of any covenant or condition of this					
Release or by any act or failure to act or negligence of such person						
5. Insurance. Before commencing Services, Vendor shall	evidence the following types and amounts of insurance:					
i. Liability - Airport Premises	• •					
(1) <u>Commercial general</u> (2) <u>Motor vehicle</u>	Combined single limit \$5,000,000 per occurrence, products and completed operations Combined single limit \$5,000,000 per occurrence					
	tionally walved if Vendor does not have a motor vehicle that is both (1) registered in its name and					
	s's ramp. If Vendor subsequently registers a vehicle in its name and drives on the ramp, the waiver					
	revoked and Vendor shall obtain the requisite coverage.					
(3) Environmental / politution (a) This coverage shall be	Combined Single Limit \$5,000,000 per occurrence. conditionally waived if this Release does not include the maintenance of aircraft. This conditional					
(a) This coverage shall be waiver shall be automa	atically revoked and Vendor shall obtain the requisite coverage if this Release is later amended to					
	ce or if Vendor commences, without amendment, performance of aircraft maintenance in the Space.					
ii. Worker's Compensation & Employer's Liability						
(1) Worker's compensation	The greater of \$500,000 or as required by statute					
(2) <u>Employer's liability</u>	\$500,000 each occurrence for bodily injury by accident					
	\$500,000 each occurrence for bodily injury by disease					
Consist Duradelana For Contillator of Languages A	\$500,000 aggregate policy limit					
	Il such required liability insurance, except (1) motor vehicle, (2) worker's compensation, and (3)					
employer's liability shall name (exactly as set forth in quotations) "Signature Flight Support LLC, its parent, subsidiary, related, and affiliated companies and the Authority" as additional insureds. If the required liability polices do not contain a standard separation of insured provision, they shall be endorsed to provide cross						
	vehicle, (2) worker's compensation, and (3) employer's liability shall contain a waiver of subrogation					
in favor of "Signature Flight Support LLC, its parent, subsidiary, rela	ated, and affiliated companies and the Authority". All required insurance policies shall be evidenced					
by certificates of insurance that provide at least thirty (30) days advance written notice of any cancellation or changes adverse to the interests of Signature or its						
subsidiaries. Minimum insurance amounts stated shall not be lower	ered without express written consent of Signature. Higher insurance limits may be required by the					
Airport, in which case, the Airport's limits shall supersede the limits	stated above.					
	IABILITY IS NOT LIMITED TO THE AMOUNT OF ANY LIABILITY INSURANCE					
COVERAGE OR TO INSURANCE POLICY LIMITS RE	QUIRED IN THIS RELEASE.					
Signature Flight Support LLC	Vendor:					
Ву:	By: Skyline Group MC					
Name:						
Title:	Title: President					
Date:	Date: 2/16/22					

Date: _____

Date: _____

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 ("LESSEE"), dated September 30, 2004 (R-2004-1990 as amended) (the "Lease Agreement"), hereby consents to LESSEE entering into a Office-Shop Space Permit with <u>TRT Leasing, Inc.</u> (the "SUBLESSEE") with an effective date of <u>March 1, 2022</u>, (the "Sublease") 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 20 72 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: Director of Airports
Approved as to Form and Legal Sufficiency:
By:
County Attorney

Consent to Sublease Form approved October 18, 1994 R-94-1453

OFFICE-SHOP SPACE PERMIT

"Effective Date": 3/1/2022

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

"Permittee": TRT Leasing, 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 , Florida ("Airport") all as more particularly described in the Master Lease, as amended from time to time.

"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
Unit A-3	Office	361		\$938.60
Unit A-5	Office	171		\$444.60
	hthly "Facility Charge"			0440.00
Additional Mor	nthly "CAM Charge" ¹			\$110.66
	ILY BASE RENT			\$1,493.86

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:

- "Office Space" (listed above) means the exclusive use of the area listed above for the sole purpose of general office purposes related to the operation of Permittee's aviation business.
- "Shop Space" (listed above) means the exclusive use of the area listed above for the sole purpose of storing personal property and equipment related to the operation of Permittee's aviation business.

"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 2/28/2023 ("Term").

"Security Deposit": \$ 2766.4 (less \$1,838 already on file)

SFS Office-Shop Space Permit REV 12.13.2021

Addresses for Notices:

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

With a copy to: Signature Flight Support LLC Attention: Manager, Contracts 13485 Veterans Way, Suite 600

Orlando, Florida 32827

legalnotices@signatureaviation.com

And Signature Flight Support LLC Attention: Daniel Lyon 1500 Perimeter Road

West Palm Beach, FL, 33406

Email: Daniel.Lyon@signatureflight.com

If to Permittee:

Address: 505 South Flagler Drive West Palm Beach, FL 33401 Attention: Esther Pierre Work: 561.655.8900

Email: epierre@amsinet.com

The "Permit" consists collectively of these Basic Provisions and the following attachments (i) General Terms & Conditions.

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	Permittee
Ву:	By: Markey Cere
Printed Name: Domice Lyev	Printed Name: NANCY CERA
Title: Crénéral Mannell	Title: Accetany
Date: 3/23/27	Date: 03/22/22
Witness:	Witness: Str. Vargas Printed Name: 3/22/22

SFS Office-Shop Space Permit REV 12.13,2021

OFFICE-SHOP SPACE PERMIT **GENERAL TERMS AND CONDITIONS**

- 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, Signa ure and Permiltee may from time to time be referred to individually as a "Party" and collectively as the "Parties."
- Term. This Permit shall be for Term as defined above. Permittee shall vacate the Space upon the expiration or earlier termination of this Permit. Permittee shall reimburse for, and Indemnify Signature against, all damages, costs, liabilities and expenses, including attorneys' fees, which Signature shall incur on account of Permittee's delay in so vacating the Space. If Permittee shall not vacate the Space upon the expiration of this Permit, the Base Rent shall be increased to 200% of the Base Rent then in effect and Permittee's obligation to pay Aggregate Rent shall continue, but nothing herein shall limit any of Signature's rights or Permittee's obligations arising from Permittee's failure to vacate the Space, including, without limitation, Signature's right to repossess the Space and remove all persons and property therefrom at any time after the expiration or earlier termination of this Permit and Permittee's obligations and covenants arising propusant to this permit, including but not limited to its waivers, and obligations to reimburse and indemnify Signature as provided in the preceding sentence or as otherwise set forth in this Permit.
- Aircraft. The Hangar Space and/or Ramp Space, as applicable, shall be used and occupied by Permillee for the storage of only the Aircraft.
- Rent.
- a. Base Rent. Permittee agrees to pay Base Rent to Signature (a prorated amount if the Term commences on a day other than the first day of the month), and, on the first day of each month thereafter Aggregate Rent (as defined below). Base Rent is payable in advance without notice, setoff, demand or deduction, except as provided in this Permit.
- Annual Base Rent Adjustment. On the first anniversary of the Effective Date and continuing each anniversary thereafter (each an "Adjustment Date"), the thenb. current Base Rent shall be increased by the greater of the following: (i) three and one-half percent (3.5%) or (ii) the "CPI Adjustment". For purposes of this Permit, the "CPI" shall be the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for CPI U (All Urban Consumers), for All Urban Consumers, . All Items (1982-1984 = 100). The "CPI Adjustment" shall be an amount equal to the Current Index Number minus the Base Index Number, divided by the Base Index Number. The "Current Index Number" shall be the CPI for the month two (2) months prior to the Adjustment Date. The "Base Index Number" shall be the CPI for the month two (2) months prior to the Adjustment Date. In the event the compilation and/or publication of the CPI shall be discontinued or materially attered, Signature shall choose a reasonable replacement index. Failure to notify Permittee of such an adjustment shall not waive Signature's right to impose such an adjustment in accordance with the foregoing effective as of the applicable Adjustment Date.
- c. Supplemental and Aggregate Rent. In addition to the Base Rent, Permittee shall pay to Signature, on a monthly basis, except for real estate taxes which shall be paid on an annual basis, along with such Base Rent, any and all additional sums other than Base Rent due and owing to Signature as a result of Permittee's tenancy, including but not limited to the Facility Charge, CAM Charge, and those amounts referenced in Section 4(d) below ("Supplemental Rent"). Base Rent and Supplemental Rent are hereinafter referred to collectively as "Aggregate Rent".
- d. Airport Concession Fees and Charges; and Taxes. Permittee agrees to pay Airport concession fees, charges, and/or taxes, which shall be assessed at the rate applicable at the time of each monthly Base Rent payment and subject to change at the Airport's (or Authority's) discretion, as well as all applicable and then-prevailing state and federal taxes relating to Permittee's use and/or the terms and conditions of this Permit, including but not limited to ad valorem and real estate taxes.
- Common Area Maintenance. (CAM) Charge: Permittee shall pay to Signature monthly, as Supplemental Rent, the Permittee's proportionate share of expenses e. Common Area maintenance, CAMy Charge: Permittee shall pay to Signature molitury, as Supplemental Relit, the Permittee's proportionate shall be expensed of every kind paid or incurred by Signature for the operation, upkeep, maintenance, repair or renewal of the Space and Common Use Areas. The CAM Charge shall include, but is not limited to, maintenance and landscaping, fire suppression system maintenance and certification, security and access controls/phones, utilities, and property insurance. Notwithstanding the foregoing, the CAM Charge shall exclude the following: (1) Master Lease rent; (2) capital improvements; (3) mortgage payments; (4) depreciation; (5) leasing commissions, attorneys' fees, space planning costs; (6) any amounts paid to affiliates of Signature to the extent such amounts exceed amounts that would have reasonably been paid to unrelated third parties for similar services; (7) any of Signatures' overhead and general administration expenses; (8) advertising and promotional expenditures; (9) penalties, fees or interest incurred as a result of Signature's failure to make a payment when due. The CAM Charge shall be adjusted annually.
- f. Late Fee. Any payment not delivered within seven (7) calendar days following the date due shall be subject to a late fee equal to the greater of: (i) \$100; or (ii) ten percent (10%) of the amount due, but in no event higher than the maximum rate allowable by law. Any late fee so imposed shall be deemed Supplemental I Rent.
- 5. Security Deposit. Permittee shall deposit the sum of two (2) months' estimated Base Rent ("Security") with Signature as security for the faithful performance by Permittee of its obligations under this Permit. Signature may apply any portion of the Security against any indebtedness which is not paid when due. If Signature pays Permittee's indebtedness from such Security or if Permittee's Base Rent increases, Permittee shall deposit an amount to replenish the Security to the sum of two (2) months' estimated Base Rent within ten (10) business days of Signature's written demand. Payment of any indebtedness from such Security against any unused portion of the Security, without interest, upon Permittee's performance in full of its obligations under this Permit at the end of the Term.

 Authority. Permittee represents that it is fully subhyized to color into this Permit and to the Permittee the Permit and the Permittee the Permittee the Permit and Permittee the Permit and the Permittee the Permittee the Permit and Permittee the Perm
- Authority. Permittee represents that it is fully authorized to enter into this Permit and to bind the Permittee to the terms and conditions set forth in this Permit. 6.
- Storage. Permittee shall prohibit the storage, maintenance (including washing), or operation of any aircraft, motor vehicle, recreational vehicle, or boat in the Space. 7.
- Common Areas. Permittee is authorized to use designated common use areas of the Base, including, but not limited to, restrooms, entry ways, hallways and vending areas, 8. ecified by Signature's local general manager, subject to reasonable rules and regulations imposed by Signature.
- <u>Security of Personal Property.</u> Permittee is at all times responsible for securing its property. Signature shall not accept keys to automobiles or other vehicles. Signature shall responsible for the storage or security of Permittee's personal property, including but not limited to deliveries made to Permittee. 9.
- 10. <u>Utilities.</u> Signature agrees to pay all reasonable and customary utility charges for the Space. For purposes of this Permit, "Utilities" shall mean heating, cooling, electricity and water. If Permittee requires utilities other than those or in quantities greater than those available at the Effective Date, Permittee is solely responsible to arrange for them, coordinate their installation with Signature's requirements, and pay for such costs, including any impact fees.
- Master Lease; Alteration of Prevailing Land Rents by Authority. The Master Lease and all amendments thereto, prior to and subsequent to the Effective Date, are Incorporated herein and are available for Permittee's inspection and review. The terms and conditions of this Permit shall be subject and subordinate in all respects to the Master Lease, as amended from time to time, and any provision of such Master Lease required to be addressed herein shall be deemed incorporated herein. Signature reserves the right to increase Permittee's then-prevailing monthly Base Rent and/or Supplemental Rent by a corresponding amount of any increase imposed upon Signature including but not limited to any increase imposed by the Authority or any other authority having jurisdiction over the Airport and Signature's leasehold interest by changes in rules, regulations, ordinances, orders, decrees, or any law resulting in an increase in the prevailing land rents or concession fees, etc. applicable to Signature, and/or alteration or adjustment of rents pursuant to the Master Lease. Signature shall provide Permittee a minimum of ten (10) business days' written notice for Signature of any increase allowable pursuant to this Paragraph 11; provided however that failure to deliver such notice shall not be deemed a waiver of Signature's right to such payment. If the Master Lease is terminated or abated, such termination or abatement shall cancel or abate this Permit and Permittee shall look to Signature's successor-in-interest or to the Authority for relief or continuance of its rights as established in this Permitt. Permittee shall have the right to remove all of its fixtures, equipment, personal property and other property from the Space deemed to be removable or non-improvement provided Permittee shall repair any damage to the Space as a result of such removal.
- 12. <u>Taxes.</u> Additionally, Permittee agrees to pay all such taxes and assessments, which are assessed against or provided to Signature for personal property in the care, custody and control of Permittee located in, on or about the Space. Signature agrees to furnish Permittee promptly with all pertinent official tax bills, statements, invoices, and assessments consistent with Signature's receipt of same. Permittee hereby authorizes Signature to provide information relating to the presence of Permittee's personal property on or about the Space as requested by any governmental authority having jurisdiction or authority with respect to the taxation of such personal property.
- Intentionally Omitted. 13.
- 14. Prohibited Uses. Permittee shall not use the Space for any use which is not expressly allowed by the Master Lease or any applicable rule or regulations, and further, Permittee shall not allow the use of the Space for the operation of a fixed base operation or any business substantially similar to any portion of Signature's authorized general or commercial aviation operations at the Airport. Permittee expressly warrants and represents without limitation that it shall not at any time during the term of this Permit undertake for itself or cause to be undertaken through others, including, but not limited to its employees, agents, subcontractors, or invitees, any services permitted to Signature under the Master Lease, including, but not limited to the following:

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- Installation of any fuel storage and dispensing facilities (including mobile delivery of fuel);
- b. Receipt and storage of any fuel product, including, but not limited to, aviation and motor fuels;
- Into-plane or into-truck delivery of any aviation or motor fuels;
- c. d. Rotorcraft or aircraft sales or rentals (Permittee demonstration flights excluded);
- Flight training (Permittee in-house flight training excluded); e,
- Rotorcraft or aircraft radio and instrument sales and service (avionics);
- Specialized rotorcraft or aircraft repair service for a third party; g
- h. Air transport of mail or cargo for hire;
- Hangaring or servicing of aircraft for a third party, including without limitation that of a transient or non-based tenant, subtenant, sub-permittee, guest, or invitee of i.
 - Deicing of aircraft;
 - Temporary parking, including overnight parking, of aircraft, other than the Aircraft; k.
 - I. Maintenance/ avionics services for a third party;

 - Other activity adverse or disruptive to Signature or Airport interests as may be determined by Signature in its sole but reasonable judgment. n.
- 5. Third Party Vendors. Any third party seeking access to any part of the Space and/or the Base to perform any commercial activity ("Third Party Vendor") may enter Signature's asehold (including the Space) only after the Third Party Vendor has: 15.
 - Executed the Vendor Release, an exemplar of which is attached as Exhibit A;
 - Provided Signature with a Certificate of Insurance for the requisite insurance coverage; and,
 - Obtained written authorization for entry from Signature via its execution of the Vendor Release.

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

16. Intentionally Omitted.

17. Destruction or Condemnation of Space. If any material portion of the Space, in the reasonable judgment of Signature or Permittee, is destroyed by fire or other casualty, Permittee or Signature shall have the option upon written notice to the other Party to terminate its obligations under this Permit; provided however that Permittee shall not exercise such right in the event such destruction or casualty arises either directly or indirectly from Permittee's or Permittee Group's acts or omissions. If any material portion of the Space, in the reasonable judgment of Signature or the Permittee, is taken or condemned by any authority for any public use or purpose, Permittee or Signature shall have the option upon written notice to the other Party to terminate its obligations under this Permit as of the date title vests in such authority. Upon any such termination, Aggregate Rent shall be apportioned as of such date.

Acceptance; Maintenance; Surrender. 18.

- a. Permittee accepts the Space in its "as is" condition on the Effective Date of this Permit and Signature shall have no liability or obligation to make any alterations or improvements of any kind on or about any portion of the Space. Permittee shall not alter the Space in any fashion without the prior written consent of Signature, which may be withheld in Signature's sole discretion.
- b. Signature shall operate, maintain and make all necessary repairs (both structural and non-structural) to the part of building systems which provide service to the Premises and the public portions of the Base, both exterior and interior, in conformance with the standards of Signature generally at similar fixed base operations within its network. Permittee, at Permittee's sole cost and expense, shall take good care of the Premises and the fixtures, equipment and appurtenances therein and the distribution systems and shall make all non-structural repairs thereto as and when needed to preserve them in good working order and condition, except for reasonable wear and tear, obsolescence and damage caused by any party other than Permittee or the Permittee Group. Permittee shall be responsible for keeping the Space clean and orderly, including the removal of trash and debris from the Space and for complying with applicable rules and regulations for the operation of equipment and Permittee's business within the Space
- Permittee shall not perform or conduct any operation that in any way adversely impacts the structural integrity of any portion of the Space or which accelerates its ordinary deterioration.
- d. Upon the expiration, or earlier termination, of the Term, Permittee shall immediately remove its personal property and surrender the Space to Signature in good repair and broom clean condition, ordinary wear and tear excepted.
- e. Signature and the Authority may enter the Space at all reasonable times for the purpose of routine inspections of the Space, or any other purpose reasonably necessary to protect Signature's or Authority's interest in the Space or to perform Signature's or Authority's duties under this Permit.
- Signage. Permittee shall not place or permit to be placed in or on the Space any signs or insignias wilhout Signature's and, if applicable, the Airport's written consent, in the 19.
- 20. Intentionally Omitted.
- 21. Alrort Security. Permittee and the Permittee Group shall comply at its own expense with all applicable security requirements, including, but not limited to, those of Signature, Federal Aviation Regulations ("FAR") and the TSA, any Airport Security Program, all as amended from time to time. Permittee shall take all action necessary or as directed by Authority to ensure that members of the Permittee Group comply with such requirements. If Signature or the Authority incur any fines as a result of the acts or omissions of the Permittee and/or the Permittee Group, Permittee agrees to pay all such fines and penalties in accordance with its indemnification obligation set forth herein and to cure any security deficiency immediately. Signature and the Authority reserve the right to take whatever action necessary to cure any security deficiency if Permittee fails to remedy the security deficiency promptly and to be reimbursed any and all costs and expenses associated with such action.
- 22. LIMITATION OF LIABILITY. THE PARTIES HEREBY AGREE THAT UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE, DIMINUTION OR LOSS OF VALUE, LOSS OF USE, OR LOSS OF ANTICIPATED PROFITS.
- Insurance.
 - Minimum insurance dollar limits required of Permittee:
 - i. Liability Airport Premises
 - (1)

 - Commercial General

 (a) Office Space only: Combined single limit \$1,000,000 per occurrence

 Motor Vehicle: Combined single limit \$5,000,000 per occurrence

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

 Environmental / pollution: Combined Single Limit \$1,000,000 per occurrence

 (a) This coverage shall be conditionally waived if this Permit does not include the maintenance of aircraft. This conditional waiver shall be automatically revoked and Permittee shall obtain the requisite coverage if this Permit is later amended to add aircraft and the requisite coverage in the Second finduction but not limited to aircraft unabling).
 - - commences, without amendment, performance of aircraft maintenance in the Space (including but not limited to aircraft washing).

 - ii. Property
 (1) All Risk Property: Full Replacement Value of any alteration or improvement to the Space installed by Permittee

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(a) This coverage shall be conditionally waived if Permittee does not perform any alterations to the Space. This conditional waiver shall be automatically revoked and Permittee shall obtain the requisite coverage if Permittee subsequently alters or improves the Space.

iii. Worker's Compensation & Employer's Liability

- Worker's compensation: The greater of \$500,000 or as required by statute Employer's liability: \$500,000 each occurrence for bodily injury by accident \$500,000 each occurrence for bodily injury by disease \$500,000 aggregate policy limit
 - (a) Employer's liability coverage shall be conditionally waived if Permittee does not have any employees. This conditional waiver shall be automatically revoked and Permittee shall obtain the requisite coverage if Permittee subsequently hires employees.
- Insurers; Special Provisions For Certificates of Insurance: The insurance required to be carried by Permittee pursuant to the terms of this Agreement shall be b. Insurers; Special Provisions For Certificates of Insurance: The insurance required to be carried by Permittee pursuant to the terms of this Agreement shall be effected under valid and enforceable policies issued by reputable and independent insurers permitted to do business in the State in which the Space is located, and rated in Best's Insurance Guide, or any successor thereto (or if there be none, an organization having a national reputation) as having a general policyholder rating of "B+++" or greater and a financial rating of at least "XIII." All such required liability insurance, except (1) worker's compensation and (2) employer's liability shall name (exactly as set forth in quotations) "Signature Flight Support LLC, Signature shall be named as Loss Payee. If the required liability polices do not contain a standard separation of insured provision, they shall be endorsed to provide cross liability coverage. To the extent that such loss, damage or liability is covered by valid and collectible insurance maintained by it, or that pursuant to this Permit should have been maintained by it, Permittee hereby waives all rights of recovery against Signature and the Signature Group. All required insurance policies shall contain a waiver of subrogation in favor of "Signature Flight Support LLC, its parent, subsidiary, related, and affiliated companies and the Authority". All required insurance policies shall be evidenced by certificates of Insurance that provide at least thirty (30) days advance written notice of any cancellation or changes adverse to the interests of Signature or its subsidiaries. Permittee may send insurance certificates to the Signature Insurance Department via any of the following methods: (i) by mail to Signature upon demand for any and all third-party vendor costs and expenses incurred by Signature in order to enforce Permittee's compliance with the above insurance requirements, and any such costs and expenses shall be deemed Supplemental Rent hereunder.

 Permittee's compliance with the abov
- C. Permittee shall ensure that minimum insurance amounts stated shall not be lowered without express written consent of Signature. Higher insurance limits may be required by the Airport, in which case, the Airport's limits shall supersede the limits stated above.

 d. Permittee shall ensure that the certificates of insurance, with respect to the insurance requirements described above, shall state that such coverage is primary and without right of contribution from any insurance carried by Signature and that the liability assumed by Permittee under this Agreement has been specifically insured under the policies above, but such insurance in no way limits Permittee's liability hereunder.
- e. PERMITTEE ACKNOWLEDGES THAT ITS POTENTIAL LIABILITY IS NOT LIMITED TO THE AMOUNT OF ANY LIABILITY INSURANCE COVERAGE OR TO INSURANCE POLICY LIMITS REQUIRED IN THIS PERMIT. FURTHER, PERMITTEE SHALL BE SOLELY RESPONSIBLE FOR INSURING ITS PERSONAL PROPERTY OR OTHER CONTENTS WITHIN OR ABOUT THE SPACE.
 - Minimum insurance dollar limits required of Signature:
 - Signature shall at all times during the Term, at is sole cost and expense, maintain the same types and amounts of insurance required under the Master Lease.

24.

- Indemnification.

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

Environmental Removal and Disposal,

- a. Compliance with Environmental Regulation. Permittee is solely responsible for the proper removal and disposal of all hazardous substances, hazardous wastes and petroleum products as defined and regulated under applicable local, state, or federal law (collectively, "Regulated Substances") that Permittee or Permittee Group, generates or otherwise brings, or causes to be brought onto the space or Airport. Such removal and disposal shall include, but not be limited to, proper documentation of such Regulated Substances under its assigned Environmental Protection Agency ("EPA") Identification Number in Permittee's name. Permittee agrees to provide Signature, upon request, with the required EPA identification number and copies of any and all documentation in Permittee's name. Permittee shall comply with any and all applicable local, state and federal law and any and all Airport requirements in such removal and disposal. Additionally, Permittee is solely responsible for any and all environmental contamination that impacts the Space or any portion of Signature's leasehold premises as a result of the Permittee Group's storage or handling of any Regulated Substances on, in or at the Space.
- Environmental Audits. Permittee acknowledges that Signature may enter the Space from time to time to conduct environmental audits. If such environmental audit reveals the presence of contaminants in excess of acceptable levels under applicable law as a result of Permittee's use of the Space, Signature shall serve written notice to Permittee to correct the conditions within seven (7) days. Permittee shall act diligently to remove any and all such contaminants and to take all such prompt action necessary to satisfy Signature and any authorities having jurisdiction over the Space that proper remediation has occurred as described above. If Permittee fails to act within the seven (7) day period, Signature may act to correct the conditions and shall be entitled to reimbursement for any and all costs directly or indirectly associated with such corrective action.
- Indemnification by Permittee. Permittee shall indemnify, defend, and forever hold harmless the Signature Group from and against all environmental claims, liabilities, damages, fines, penallies, losses or impairments, including, but not limited to, any penalty or fine imposed by any governmental agency and the expense of cleaning up or disposing of any Regulated Substances, as well as any and all reasonable attorneys' fees (collectively, "Environmental Damages") resulting from the use and occupancy or any negligent act or omission of the Permittee Group. Permittee shall not be responsible for any type of Environmental Damages or any environmental conditions that existed before the Effective Date, of the first Space Permit entered into between the parties (or their predecessors), except to the extent the Permittee Group exacerbates any such issue or matter. The indemnities set forth herein Paragraph 25(c) shall survive the termination or expiration of this Permit.
- d. Environmental Protection Procedures. Permittee shall conduct its operations to meet or exceed requirements set forth in applicable local, state, and federal laws and in accordance with safe and proper industry practices in order to prevent environmental accidents. Such practices include but are not limited to the following:

 (i) Permittee shall at all times protect the drain from spills of Regulated Substances and agrees to instruct all its employees, agents, servants, contractors, subcontractors, invitees, and other representatives in willing regarding such requirement and the proper operation and maintenance of this drainage system, and immediately notify Signature of any discharge;

 Permittee shall properly label all containers and shall not place or maintain open containers outside of the Space;

 Permittee shall cover all trash containers placed or maintained outside the Space.

 - (iii)

26. Compliance With Laws. Each member of the Signature Group and the Permittee Group shall comply with all prevailing and applicable federal, state and local rules, regulations,

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orders, and laws of all jurisdictions having authority, including, but not limited to the Airport, FAA, TSA, in which the space is located. Permittee represents and warrants to Signature that Permittee is not a party with whom Signature is prohibited from doing business pursuant to the regulations of the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury, including those parties named on OFAC's Specially Designated Nationals and Blocked Persons List. Permittee is currently in compliance with, and shall at all times during the Term remain in compliance with the regulations of OFAC and any other governmental requirements relating thereto. In the event of any violation of this section, Signature shall be entitled to Immediately terminate this Permit and take such other actions as are permitted or required to be taken under law or in equity. Permittee represents and warrants that neither Permittee nor any of its subsidiaries, directors, officers, agents, employees, affiliates or other person associated with or acting on Permittee's behalf have (i) used any corporate funds for any unlawful contribution, giff, entertainment or other unlawful expense relating to political or influence official action; (ii) made any direct or indirect unlawful payment to any foreign does not appropriate funds; (iii) made any bride of the propriate for the propriate funds; (iii) made any bride of the propriate funds; (iii) made any b government official or employee from corporate funds; (iii) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment; or (iv) violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the "FCPA"); and Permittee has conducted its businesses in compliance with the FCPA and has instituted and maintains policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, compliance therewith. PERMITTEE SHALL DEFEND, INDEMNIFIY AND HOLD HARMLESS SIGNATURE FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, RISKS, LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS) INCURRED BY SIGNATURE ARISING FROM OR RELATED TO ANY BREACH OF THE FOREGOING CERTIFICATIONS. THESE indemnity obligations shall survive the expiration or earlier termination of this Permit.

- Brokers. The Parties acknowledge that no broker was in any way involved consummating this Permit and that no conversations or prior negotiations were had with any broker. The indemnities in Paragraph 24, above, shall be applicable to claims by any broker for a brokerage commission arising out of this Permit.
- 28. Notice. Any notice or demand required under this Permit may be by personal service, courier, recognized overnight delivery service, or United States mail (certified mail/postage prepaid only). Notices served by United States mail are deemed properly delivered effective the third (3rd) business day and personal service, courier delivery, or recognized overnight delivery service are deemed served at the time and date of receipt confirmation provided that such notice is addressed to the Permittee as set forth in the Basic Provisions
 - Default; Remedies.
- a. It shall be considered a "Default" pursuant to this Permit if (i) Permittee fails to make, within fourteen (14) calendar days of the date due (the "Grace Period"), payments of Aggregate Rent or any other payment required herein; (ii) Permittee shall fail to perform any non-monetary covenant herein, and such default shall continue for a period of thirty (30) days or such period of time as otherwise specified in this Permit after receipt of written notice of the default from the non-defaulting Party, provided, however, that if such Default thirty (30) days or such period of time as otherwise specified in this Permit after receipt of written notice of the default from the non-defaulting Party, provided, however, that if such Default is not reasonably susceptible to curre within such thirty (30) day period, Permittee shall be permitted the reasonable additional time as may be required to pursue, through its best and most diligent efforts, the required corrective action, not to exceed an additional thirty (30) days (this subsection ii shall not apply to Permittee's failure to pay Aggregate Rent or to any Parties failure to comply with federal, state, local, or other law, statute, or regulation); (iii) Permittee shall cease to do business as a going concern; (iv) a petition is filed by or against Permittee under the Bankruptcy Act or any amendment thereto (including a petition for reorganization or an arrangement) or under any other debtor protection laws; (v) Permittee assigns its property for the benefit of creditors; (vi) Permittee assigns, transfers or encumbers this Permit without Signature's express and advance written authorization; or, (vii) there is a seizure of this Permit or the Space or any part thereof, upon execution or by other process of law directed against Permittee, or upon or subject to any creditor's attachment. The Grace Period referenced above with respect to monetary payments shall be revoked without further notice to Permittee in the event Permittee fails more than two (2) times to timely deliver any payment when due (reparalless of cure) in any given consecutive bytelse (12) month period (regardless of cure) in any given consecutive twelve (12) month period.
- b. In the event of any Default hereunder, Signature shall have the right to pursue any combination of the following remedies: (i) terminate this Permit; (ii)remove the Aircraft and other personal property from the Space and relocate the Aircraft to any location on the ramp upon termination and without notice and Permittee hereby waives any right or claim to recover damages from Signature relating to such towing, removal, and relocation or storage on the ramp; (iii) declare all Aggregate Rent and other amounts payable hereunder for the balance of the Term to be immediately due and payable; (iv) perform any of Permittee's obligations and Permittee shall reimburse Signature for any and all costs and expenses incurred, including attorneys' fees, plus an administrative fee equal to ten percent (10%) of such costs, with a minimum of \$100.00; (v) Signature may enter the Space and proceed to sell, in a commercially reasonable manner, all goods, chattels and personal property found to offset any portion of Aggregate Rent and outstanding additional payments and Permittee shall pay all costs and expenses incurred or chargeable to Signature as a result of such sale; (vi) Signature may, at Signature's sole option, alter or repair the Space as necessary in order to relet the entire or any part or parts of it either in Signature's name or otherwise on terms at Signature's option which may be less than or greater than the balance of Permittee's Term. No re-entry, alteration, repair or reletion shall be constitued as Signature's election to terminate this Permit unless Signature has indicated otherwise. Permittee's and Permittee's Permittee's Permittee's and Permittee's Permitte alteration, repair or reletting shall be construed as Signature's election to terminate this Permit unless Signature has indicated otherwise. Permittee's end Permittee's successors and assigns hereby irrevocably constitutes and appoints Signature as its agent to collect the rents due and to become due under any of Permittee's permit for the Space (or any parts thereof) without in any way affecting Permittee's obligation to pay any unpaid balance of Aggregate Rent due or to become due hereunder. In addition to the foregoing, Signature is entitled to all rights and remedies available to it at law or equity.
- If either Party institutes an action to enforce its rights under this Permit, the prevailing Party shall be reimbursed by the other Party for its reasonable attorneys' fees in addition to any other recoverable damages.
- If Signature shall fail to perform or observe any covenant or requirement of this Permit, and such failure continues for a period of thirty (30) days following receipt d. of written notice from Permittee of such failure (provided that such time period shall be reasonably extended for so long as Signature diligently prosecutes such cure), Permittee shall have the right to terminate this Permit by written notice to Signature.
- Permittee agrees that any amounts outstanding beyond any grace or cure period set forth in this Permit shall bear interest at the rate of one and one-half percent (1.5%) per month of the delinquent amount, but in no event shall the foregoing exceed the maximum amount allowable by applicable law.

 30. Independent Contractor. The relationship between the Parties shall be that of independent contractors for all purposes and in no event shall persons employed or retained
- arty be employees or agents of the other.
- 31. <u>Force Maleure.</u> Except for the payment of Aggregate Rent and any other sums due hereunder by Permittee, neither Party shall be liable for its failure to perform under this Permit or for any loss, Injury, damage or delay of any nature that is caused by any act of God, act of terrorism, act of nature, fire, flood, wind storm, strike, labor dispute, riot, insurrection, war or any other cause beyond either Party's control, providing, however, should the force majeure continue for more than sixty (60) days, either Party may terminate this Permit upon ten (10) days' written notice.
- Governing Law. This Permit shall be construed, interpreted, and enforced in accordance with the laws of the state in which the Space is located.
- WAIVER OF JURY TRIAL. THE PARTIES HEREBY WAIVE THEIR RIGHT TO TRIAL BY JURY. 33.
- Assignment and Subletting. Permittee shall have no right to assign, transfer, mortgage, pledge, hypothecate or encumber this Permit or any interest herein or sublet the Space or any part thereof, or permit the use of the Space by any other party without Signature's prior written consent which may be withheld in its sole discretion. Signature's written consent to such a transaction shall not be deemed a release of Permittee from the obligations of this Permit, unless otherwise stated in writing by Signature. Any such contemplated assignment or subletting may further be subject to advance, written approval by the Authority. The use of the Space by any aircraft other than the Aircraft defined above shall be subject to Signature's prior written approval, which may be withheld in its sole discretion. Any such transactions in violation of the foregoing requirement shall be considered null and void and shall constitute an immediate Default, for which no cure period is available; provided however that the obligations of Permittee hereunder shall remain in full force and effect, including but not limited to the insurance, waiver and indemnification provisions, notwithstanding such a transaction or change of aircraft.
- Intentionally Omitted.
- 36, Intentionally Omitted.
- 37. Time of Essence. Time is of the essence in this Permit.
- 38. Amendment, No amendment, modification or alteration of the terms of this Permit shall be binding unless it is in writing and executed by both Parties.
- 39. Entire Agreement. All Exhibits attached hereto are fully incorporated into the terms and conditions of this Permit. This Permit constitutes the entire agreement and all prior correspondence, memoranda, negotiations, or understandings (written or oral) and are merged into and superseded by this Permit, excepting the Parties' joint and several obligations under the Master Lease. This Permit shall be interpreted simply according to the plain meaning of its terms and not strictly for or against with Party regardless of which Party drafted it.
- Severability. If any authority with proper jurisdiction determines that any provision is illegal, unenforceable, or invalid in whole or in part for any reason, all valid and enforceable 40. provisi
- Applicability. The provisions of Paragraph 22 and Paragraph 24 shall bind Permittee and Signature with respect claims, losses, and damages arising with respect to the Space and all additional services performed by Signature with respect to the Permittee Group and its property (including the Aircraft) throughout the Base and at any other fixed base operation

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Permittee Initials: Signature Initials:

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owned, operated, managed or controlled by Signature.

- 42. <u>Election of Remedies.</u> The Parties' rights and remedies are cumulative and in addition to all other rights and remedies at law and equity. No action initiated by either Party shall be construed or interpreted as a sole election of remedies and will in no way diminish, restrict, prejudice or otherwise waive any other rights or remedies.
- 43. <u>Authority Consent Required.</u> Permitee acknowledges that, pursuant to the provisions of the Master Lease, Signature may be required to obtain Authority's written consent to this Permit, and accordingly, if applicable, the obligations, understandings and commitments of the Parties as set forth herein are expressly subject to obtaining such Authority consent.
- 44. Estoppel Certificates. Permittee shall, within fifteen (15) days after any wrillen request from Signature, execute, acknowledge and deliver a statement certifying certain facts regarding this Permit, including but not limited to confirming the effectiveness of this Permit and the status of any defaults thereunder and/or such other matters as Signature may reasonably request. Any such statement may be relied upon by or as may be requested by Signature, its lenders, insurance carriers, auditors, and prospective purchasers. If Permittee shall fail to execute and return such statement within the time required herein, Permittee shall be deemed to have agreed with the matters set forth therein.
- 45. Intentionally Omitted.
- 46. Non-Walver. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Permit shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder prectude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- No Waste. Permittee shall not commit any waste upon the Space, or any nulsance or act which may disturb the quiet enjoyment of any other tenant of the Base.

Remainder of page intentionally left blank.

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<u>Exhibit A</u> <u>Third Party Vendor Release ("Release")</u>

SIGNATURE FLIGHT SUPPORT LLC, a Delaware limited liability compa				
Airport,("Airport"), by its execution the FBO premises on a temporary basis, consistent with the terms and conditions hereina 1. <u>Vendor.</u> The name, address, and telephone number of the Vendor are as folk	hereof, hereby authorizes the following person or entity, ("Vendor"), to enter after stated.			
Name:Address:	лю,			
Telephone: Email:				
Service provided ("Service"):	ale wurness of nerforming Carties at the required of Cignature or its quaterner			
 Services To Be Performed. Vendor shall enter Signature's Premises for the service tenant, Aircraft owner, pilot or other designated representative. Vendor shall be designated for such Service by local Signature management. Vendor expressly agrees the operate aircraft or use Signature's leasehold, including, but not limited to, ingress and egral. Compliance With Laws. Vendor represents that it shall adhere to the prevailing and the Transportation Security Administration ("TSA"). Indemnification. Vendor agrees to indemnify, defend and hold harmless employees and Signature's parent, subsidiary, related and affiliated companies from and agor judgments, of any kind whatsoever (including those arising from third parties), including suffered by, or charged to, Signature by reason of any loss of or damage to any property. 	e authorized only to perform the Service noted above and only in the area(s) hat at no time shall its activities infringe upon the or its customers' ability to less from the FBO, offices, shops, ramps or parking lots. In and applicable rules of the Airport, Federal Aviation Administration ("FAA"), Signature and the Airport, their respective officers, directors, agents and gainst any and all liabilities, damages, injuries, losses, claims, fines, penalties and costs, attorneys' fees, and expenses incidental thereto, which may be			
violation or non-performance by Vendor or its agents, servants, consultants, contractors,				
Release or by any act or failure to act or negligence of such persons.	the said and the s			
 Insurance. Before commencing Services, Vendor shall evidence the following Liability - Airport Premises 	types and amounts of insurance;			
(1) <u>Commercial general</u> Combined single limi	it \$5,000,000 per occurrence, products and completed operations			
(a) This coverage is conditionally waived if Vendo	it \$5,000,000 per occurrence or does not have a motor vehicle that is both (1) registered in its name and sequently registers a vehicle in its name and drives on the ramp, the waiver all obtain the requisite coverage.			
(a) This coverage shall be conditionally waived if waiver shall be automatically revoked and Ve add aircraft maintenance or if Vendor commen	nit \$5,000,000 per occurrence. If this Release does not include the maintenance of aircraft. This conditional endor shall obtain the requisite coverage if this Release is later amended to notes, without amendment, performance of aircraft maintenance in the Space.			
ii. Worker's Compensation & Employer's Liability	000			
	000 or as required by statute rrence for bodily injury by accident			
\$500,000 each occur	rrence for bodily injury by disease			
\$500,000 aggregate policy limit Special Provisions For Certificates of Insurance: All such required liability insurance, except (1) motor vehicle, (2) worker's compensation, and (3) employer's liability shall name (exactly as set forth in quotations) "Signature Flight Support LLC, its parent, subsidiary, related, and affiliated companies and the Authority" as additional insureds. If the required liability polices do not contain a standard separation of insured provision, they shall be endorsed to provide cross liability coverage. All required insurance policies, except (1) motor vehicle, (2) worker's compensation, and (3) employer's liability shall contain a waiver of subrogation in favor of "Signature Flight Support LLC, its parent, subsidiarry, related, and affiliated companies and the Authority". All required insurance policies shall be evidenced by certificates of insurance that provide at least thirty (30) days advance written notice of any cancellation or changes adverse to the Interests of Signature or its subsidiaries. Minimum insurance amounts stated shall not be lowered without express written consent of Signature. Higher insurance limits may be required by the Airport, in which case, the Airport's limits shall supersede the limits stated above.				
VENDOR ACKNOWLEDGES THAT ITS POTENTIAL LIABILITY IS NOT LIMIT TO INSURANCE POLICY LIMITS REQUIRED IN THIS RELEASE.	FED TO THE AMOUNT OF ANY LIABILITY INSURANCE COVERAGE OR			
Signature Flight Support LLC	Vendor:			
By: and	By: nancy Cee			
Title: Greating Monnein	Tille: Lery berry			
Date: 3/23/200	Date: 03-22-22			

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