



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u><u>\$-0-</u></u>	<u><u>\$-0-</u></u>	<u><u>\$-0-</u></u>	<u><u>\$-0-</u></u>	<u><u>\$-0-</u></u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes \_\_\_\_\_ No X  
 Does this item include the use of federal funds? Yes \_\_\_ No X

Budget Account No: Fund \_\_\_ Department \_\_\_ Unit \_\_\_ RSource \_\_\_\_\_  
 Reporting Category \_\_\_\_\_

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

No fiscal impact.

**C. Departmental Fiscal Review:** *William J. Jankins*

**III. REVIEW COMMENTS**

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

*Lisa Marie Glabka*  
 OFMB FA 6-2-22  
 (LW) 6-2-22

*W. J. Jankins* 6/6/22  
 Contract Dev. and Control

**B. Legal Sufficiency:**

*Anne Delmont* 6/7/22  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

REVISED 11/17

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

**CONSENT TO SUBLEASE**

**PALM BEACH COUNTY**, a political subdivision of the State of Florida, (“County”), by and through its Department of Airports, under that certain Lease Agreement with **Atlantic Aviation West Palm Beach LLC**, (“Lessee”), dated October 18, 2000 (R-2000-1067, as amended and assigned), (the “Lease Agreement”), hereby consents to Lessee entering into a Use and Occupancy Agreement for Hangar and Office Space effective as of June 1, 2021, with Infinity Aircraft Services, LLC. (“Sublessee”) (the “Sublease”) for the sublease of certain premises contained within the leasehold of Lessee under the Lease Agreement, as summarized in the attached “Summary of Terms”, Contract Number 601909.

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

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

APPROVED this 11<sup>th</sup> day of February 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:    
Title: Director of Airports

Approved as to Form and Legal Sufficiency:

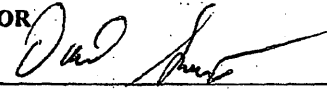
By:   
County Attorney

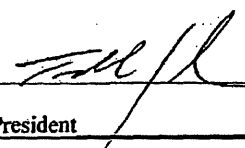
**USE AND OCCUPANCY AGREEMENT  
HANGAR and OFFICE SPACE (FL)**

**SUMMARY OF TERMS**

Contract No.	601909
Airport	Palm Beach International
Operator	Atlantic Aviation -West Palm Beach LLC
Master Lease Agreement(s)	Dated 10/18/2000 as amended by Palm Beach County & Atlantic Aviation-West Palm Beach LLC on file at Dept. of Airports
Facility	Building 1625D Hangar Delta 3800 Southern Blvd. West Palm Beach, FL 33406
User	Infinity Aircraft Services, LLC Building 1628 Hangar "D" 3800 Southern Blvd. West Palm Beach, FL 33406 Todd Sabo 561-271-9940 tsabo@ias247.com
Aircraft	Type: N/A
Registered Owner of Aircraft	N.A
Space	Hangar and Office space Building 1625D Hangar Delta
Purpose(s) for Use of Space	MRO maintenance facility. Hangar for aircraft being maintained, Offices for support staff
Effective Date	06/01/2021
Initial Term	2 years
Use Fees, Other Fees and Charges*	Space Use Fee (monthly) Hangar Space & Office Space:  Owner: Operator upon request by User subject to availability will provide space in another hangar at PBI for storage at then -current nightly retail rate.  Credit Card Information on File: Yes
Security Deposit	_____ Transferred from previous agreement
Utilities, Trash Removal, and Janitorial Services	No. User provides

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

**OPERATOR**  
By:   
Title: GM  
Date: 5/20/2021

**USER**  
By:   
Title: President  
Date: 05/20/2021

## USE AND OCCUPANCY AGREEMENT

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

### **1. Use of Space and Provision of Fuel Services.**

1.1 Operator grants User the right to use and occupy the Space and the right to use the apron and access facilities described in the Summary of Terms. The Space shall be used by User only for the purpose(s) set forth in the Summary of Terms. All provisions of this Agreement are applicable to the Aircraft and shall apply to any such aircraft. Operator shall provide such fuel services at the Airport as User shall request. This Agreement does not grant User the right to conduct, and User shall not conduct, any business at Operator's Facility unless User has obtained all required permits, authorizations and approvals for conducting such business, including the written approval of Operator.

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

1.3 User shall keep and maintain the Space and every part thereof in good and clean condition and in accordance with reasonable rules or regulations established by Operator or the Airport from time to time during the Term. ~~This provision is not intended to impose an obligation on User to repair the Space unless such repair is necessitated by the fault or neglect of User. User shall not make any alterations or additions to the Space without first obtaining Operator's written permission and shall return occupancy at the termination of this Agreement in the~~

same and in as good condition as exists on the Effective Date, reasonable wear and tear and modifications expressly approved in writing by Operator excepted.

1.4 User shall provide reasonable advance notice to Operator of anticipated Aircraft flight activity. User shall be solely responsible for securing the Aircraft while positioned in the Space. Consistent with the foregoing obligation, User shall ensure the Aircraft is secured in such a manner that enables Operator to tow or reposition the Aircraft at any time for purposes of ingress and egress to any portion of Operator's Facility.

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

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

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

1.8 This Agreement creates only a license terminable as set forth herein. Nothing in this

## USE AND OCCUPANCY AGREEMENT

Agreement shall be construed or deemed to construe a grant of an interest in real property or to convey an estate or to vest property rights in User, nor shall this Agreement or its performance be interpreted to create a landlord/tenant, partnership, agency, joint venture, bailment, trust or fiduciary relationship between Operator and User.

### **2. Use Fees.**

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

2.2 User agrees that the Use Fees shall be subject to review and adjustment by Operator as set forth on the Summary of Terms.

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

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

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

### **3. Term and Termination.**

3.1 Provided User has furnished Operator with complete billing and credit information, including any requested credit application information and has placed its credit card information on file with Operator, this Agreement shall commence on the Effective Date and continue for the period set forth in the Summary of Terms (the "Initial Term"). After the Initial Term, this Agreement shall continue in effect from year to year, being automatically renewed after each year (each a "Renewal Term"), unless either party gives written notice of termination, with or without cause, to the other party at least sixty (60) days prior to the end of the Initial Term or any Renewal Term. The Initial Term together with each Renewal Term is referred to as the "Term."

3.2 Operator may terminate this Agreement and no damages, monies, or compensation will be owed to User by Operator (i) at any time upon ninety (90) days prior written notice to User, and (ii) in the event that hangar D is slated for demolition by Operator upon ninety (90) days prior written notice to User. In the event that Operator terminates this Agreement pursuant to Section 3.2(ii), Operator and User will work in good faith to find alternative space in Operator's facility at the Airport for User's operation and to negotiate a mutually agreeable new Use and Occupancy Agreement for such alternative space. Such agreeable new Use and Occupancy

## USE AND OCCUPANCY AGREEMENT

Agreement will include a waiver of the first three (3) months space Use fee, provided that the user agrees to complete the mutually agreed improvements to the new space at Users' expense.

3.3 User may terminate this Agreement upon ninety (90) days prior written notice to Operator if User ceases to operate an MRO at the Airport.

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

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

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

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

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

(d) notwithstanding Section 3.5(b) above, violation of Article 7, Anti-Bribery, Anti-Corruption,

whereupon no cure period shall be permitted, and Operator may terminate the Agreement immediately.

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

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

### **5. Insurance.**

5.1 User agrees that it will maintain at its expense at all times during the Term in full force and effect, with insurers of recognized responsibility, minimum insurance coverage(s) as set forth on Schedule 2 to this Agreement. All such insurance, except worker's compensation, shall name Operator, Atlantic Aviation FBO Inc., their respective direct and indirect subsidiaries and affiliated companies under common control with Atlantic Aviation FBO Inc., the Airport, and each of their respective officers, directors, agents, servants, contractors and employees as additional insureds (the "Additional Insureds") and respond on a primary basis. ~~User and its insurance carrier(s) agree to waive all rights of subrogation in favor of the Additional Insureds, except where damage results solely from the negligence or willful misconduct of the Additional Insureds. Prior to commencing the use or occupancy of the Space, User shall deliver to Operator a certificate evidencing the minimum insurance~~

## USE AND OCCUPANCY AGREEMENT

coverage required hereunder (the "Certificate"). User shall provide Operator with an updated Certificate promptly upon the renewal of any insurance policy described in the Certificate. User acknowledges that its potential liability under this Agreement is not limited to the amount of insurance coverage it maintains or the limits required herein.

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

### **6. Indemnification Obligations; Limitations on Liability; Environmental.**

6.1 User agrees to indemnify, save and hold harmless Operator, Atlantic Aviation FBO Inc., their direct and indirect subsidiaries and affiliated companies under common control with Atlantic Aviation FBO Inc., the Airport, and each of their respective officers, directors, agents, servants, contractors, invitees and employees to the full extent allowed by law from and against any and all liabilities, demands, suits, claims, actions, arbitrations, administrative proceedings, awards, judgments, losses, fines, penalties, or damages (including, without limitation, attorneys' fees, investigative fees, expert fees, and court costs) for property damage, bodily injury, or death ("Claims") arising out of or in connection with: (i) User's performance or nonperformance, including without limitation, breach of any term, condition, covenant, or obligation herein, of this Agreement; (ii) User's use and occupancy of the Space; (iii) User's use of or activities at the Airport or other facilities of the Airport Authority; (iv) any release or spill of hazardous or toxic materials, petroleum, and/or regulated substances by User; or (v) the acts or omissions of User or its officers, employees, agents, representatives, contractors, subcontractors, sublessees, suppliers, licensees, customers, invitees, and guests or any other person or entity whom User controls or has the right to control or who is acting through or on behalf of User, regardless of where Claims may occur, except to the extent caused solely by the negligence or willful misconduct of Operator.

6.2 Operator covenants and agrees to repair, or cause to be repaired, at Operator's own cost and expense, any damage to the Aircraft to the extent such damage is caused solely by the negligence or willful

misconduct of Operator while performing towing, fueling and/or detailing services on or proximate to the Aircraft. Except as specifically provided herein, Operator shall have no obligation to keep, maintain or secure User's property, and User assumes all risk of loss or damage to its property located in the Space.

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

6.4 User agrees not to store or maintain hazardous or toxic materials, petroleum, and/or regulated substances as defined by local, state, and federal environmental regulations on or in the Space (with exception of fuel and oil on board the Aircraft, as well as cleaning and other solvents used for aircraft maintenance, provided that storage of such solvents shall be in containers that meet the specifications, of applicable guidelines and regulations) without prior written authorization from Operator which may be withheld in Operator's reasonable discretion. In the event of a hazardous or toxic spill or release, User shall notify Operator immediately. User shall be responsible for proper handling, removal and disposal of all hazardous or toxic materials, petroleum, and/or regulated substances used or stored by User, its employees, agents, independent contractors and invitees, at the Space and/or in other area of the Hangar or contiguous common areas. Storage, handling, removal, and disposal of all such hazardous materials and/or regulated substances shall be accomplished by User at its expense in accordance with local, state, and federal guidelines and regulations.

6.5 All personal property of User, its agents, contractors, servants, invitees or employees, in and on the Space or any part of the real property on which the



## USE AND OCCUPANCY AGREEMENT

Space is located, shall be and remain therein under any and all circumstances at the sole risk of said parties and Operator shall in no event be liable to any such person or party for damage to, or loss thereof.

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

**7. Anti-Bribery, Anti-Corruption.** User and User's affiliates shall not directly or indirectly pay, offer, give or promise to pay or authorize the payment of any money or other things of value to an official or employee of a government, public organization, Operator or its affiliates, any political party or candidate if any such payment, offer, act or authorization is for purposes of influencing official actions or decision or securing any improper advantage in order to obtain or retain business, or engaging in acts or transactions otherwise in violation of any applicable anti-bribery laws. User represents and warrants that neither User nor its affiliates, owners, shareholders, officers or directors own or are controlled by a "**Restricted Person**," which is defined as (1) the government of any country subject to an embargo imposed by the United States government, (2) an individual or entity located in or organized under the laws of a country that is subject to an embargo imposed by the United States Government, (3) individuals or entities ordinarily resident in any country subject to an embargo imposed by the United States government, or (4) individuals or entities identified by a government or legal authority with whom User or its affiliates, or Operator or its affiliates, are prohibited or restricted from dealing with, including persons designated under the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC) List of Specially Designated Nationals and Other Blocked Persons (including terrorists and narcotics traffickers); and similar restricted party listings, including those maintained by other governments pursuant to United Nations, regional or national trade or financial sanctions. User acknowledges and agrees that as part of Operator's trade sanctions policy, it will truthfully complete the OFAC Reporting Questionnaire, attached to this Agreement as ~~Schedule 3~~, and return the completed questionnaire to Operator in no less than five (5) business days prior to the Effective Date. User represents and warrants that User is not engaging in this transaction in furtherance of a criminal act, including acts in violation of applicable anti-corruption laws. If User learns that conduct has or

may have occurred in violation of this Article, User shall immediately notify Operator.

## 8. Miscellaneous.

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

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

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

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

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

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

USE AND OCCUPANCY AGREEMENT

8.7 User and Operator hereby voluntarily submit themselves to the jurisdiction of the federal and state courts situated in the jurisdiction in which the Space is located for the resolution of any dispute arising under this Agreement, and User and Operator expressly waive any defense or claim of inconvenient forum. User shall pay Operator's fees and expenses, including reasonable attorney's fees and court costs, should Operator prevail in any suit or action brought for the collection or payment of any unpaid Use Fees or other fees, charges, taxes or expenses due Operator under this Agreement.

Event. User will be liable for any damages that are caused by the Aircraft or other property remaining on the premises.

\* \* \*

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

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

If User refuses to remove the Aircraft or other property from the Space, User agrees to comply with and abide by any provisions for storm or hurricane preparedness required by Operator, in Operator's sole discretion, necessary for the safety and security of the Aircraft, Airport, Facility, Space or neighboring aircraft and property, if any. User hereby explicitly approves in advance and waives any and all objections to any and all such plans, if any, and further grants Operator the authority to move User's Aircraft within the Space and/or other property under Operator's control at the Airport as Operator deems necessary. Notwithstanding the foregoing, Operator shall not be liable for any damages, including without limitation, to User's property or Aircraft if User fails to remove the Aircraft prior to the Weather Event.

~~User acknowledges that there is no guarantee of the Aircraft's safety, and that Operator will assume no liability for damage to User's Aircraft or property resulting from the Weather Event. User acknowledges that the limitation of Operator's liability set forth in Article 6 of this Agreement shall apply to damage to User's Aircraft or property resulting from the Weather~~

## USE AND OCCUPANCY AGREEMENT

### SCHEDULE 1 RULES AND REGULATIONS

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

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

USE AND OCCUPANCY AGREEMENT

SCHEDULE 2  
USER INSURANCE COVERAGE

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

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

(i) Liability insurance for the Aircraft, both in flight and not in flight, including bodily injury to passengers and third parties; and property damage, premises liability, products liability, and personal injury liability damage arising from User's operations, including the ownership, maintenance or use of Aircraft and/or mobile equipment or use or occupancy of the Space under the terms of this Agreement in an amount not less than ten million dollars (\$10,000,000) each occurrence and in the annual aggregate in accordance with industry standards (the minimum limit for personal injury liability shall be no less than ten million dollars (\$10,000,000) each occurrence and in the annual aggregate). Such insurance shall include war risks, hijack and other perils liability coverage to the extent such is commercially available.

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

(iii) IF COMMERCIAL MAINTENANCE IS BEING PERFORMED ON PREMISES: Commercial General Liability Insurance including Premises, Products and Completed Operations, and Hangarkeepers Liability for bodily injury and property damage arising from User's use or occupancy of the Space provided for under the terms of this Agreement in an amount not less than ten million dollars (\$10,000,000) each occurrence and in the annual aggregate in accordance with industry standards. Such insurance shall include war risks, hijack and other perils liability coverage to the extent such is commercially available. This coverage requirement shall be conditionally waived if User does not perform commercial maintenance operations on premises; however, this conditional waiver shall be automatically revoked, and User shall obtain the requisite coverage if User subsequently performs commercial maintenance operations on premises.

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

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

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

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

**USE AND OCCUPANCY AGREEMENT  
SCHEDULE 3**

**OFAC Reporting Questionnaire**

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

ENTITY INFORMATION		
<b>Full Legal Name</b> <i>(as it appears on government issued document)</i>	<b>Tax identification number (TIN)*</b>	Disregarded Entity? TIN of Parent Company
<b>Physical address</b> <i>(no P.O. Box or c/o)</i>		
<b>Mailing Address</b> <i>(if different from physical address)</i>		
<b>Registered Address</b> <i>(if different from physical address)</i>		
<b>Country/State of Formation</b>	<b>Aircraft Tail Number</b>	<b>Entity Type (Legal Type)</b> <i>(e.g. Partnership, LLC, LP, Foreign Corporation, Fund, etc.)</i>
<b>Entity Type: Is Your Organization a 501(c)3 Nonprofit?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>Countries of Operation</b> <i>(List all countries in which the entity has operations/does business (e.g. offices, plants, facilities, etc.))</i>		
<b>Primary Purpose of Business</b>		<b>Website</b>
<b>Payee Name/Address</b> <i>(if different from customer/vendor Legal Name)</i>		<b>Explain why Payee is different:</b>

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

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

**USE AND OCCUPANCY AGREEMENT  
SCHEDULE 3**

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

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