

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Capital Expenditures	\$ _____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues (Grants)	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u><u>\$-0-</u></u>	<u><u>\$-0-</u></u>	<u><u>\$-0-</u></u>	<u><u>\$-0-</u></u>	<u><u>\$-0-</u></u>

ADDITIONAL FTE POSITIONS (Cumulative) _____

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

Budget Account No: Fund _____ Department _____ Unit _____ Object _____
 Reporting Category _____


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

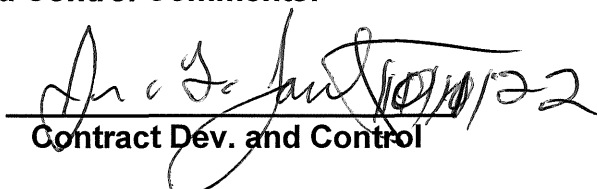
No fiscal impact.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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

 9/30/22
 MG 9/30 OFMB 9/30


 Contract Dev. and Control

B. Legal Sufficiency:

 10/11/22
 Assistant County Attorney

C. Other Department Review:

 Department Director

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 Base Operator with Atlantic Aviation – West Palm Beach LLC, d/b/a Atlantic Aviation PBI (the "LESSEE"), dated March 01, 2005 (R-2005-0455, as amended) (the "Lease Agreement"), hereby consents to LESSEE entering into a Use and Occupancy Agreement dated July 01, 2022, (the "Sublease") with JCDL Aircraft Management Services LLC (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 4 day of September 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: *RW Laura Bube*
Title: Director of Airports

Approved as to Form and Legal Sufficiency:

By: */s/ Anne Helfant*
County Attorney



Date: Friday July 15, 2022

Estelle G. Mastrogiovanni
Asst. Airports Properties Manager

Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406
Telephone: 561-656-5978

E-mail: emastrog@pbia.org

RE: Consent to License

Dear Estelle G. Mastrogiovanni,

The attached license is hereby submitted for your approval. The agreement is as follows:

Operator: Atlantic Aviation - West Palm Beach LLC

User: JCDL Aircraft Management Services

Licensed Area: Ramp storage

Effective Date: 07/01/2022

Type of Business: Aircraft ramp

Rights and Uses: See attached

Please advise if you require any additional information currently. Thank you.

Sincerely,

David Smith
General Manager

**USE AND OCCUPANCY AGREEMENT
SUMMARY OF TERMS**

Contract No.	Office-PBI-_____-1
Airport	Palm Beach International Airport (PBI) For purposes of this Agreement, "Airport" means the airport, its governing body and/or any "lessor" under the Master Lease Agreement, as context may dictate.
Operator	Atlantic Aviation-West Pam Beach, LLC
Master Lease Agreement	The agreement or combination of agreements between Operator and the Airport providing the terms and conditions by which Operator may operate and use the Facility and each Space.
Facility	Atlantic Aviation PBI 3800 Southern Blvd. West Palm Beach, FL 33406 "Facility" includes Operator's entire leasehold under the Master Lease Agreement.
User	Name: JCDL Aircraft Management Services LLC Address: 440 Royal Palm Way #101 C/O Rabideau Klein Palm Beach, FL 33480 Contact: Steven Grullon Phone: 954-278-4467 Email: Steven.Grullon@gmail.com
Aircraft	Make and Model: Boeing BBJ Serial No.: 30791 Registration No.: N4125
Registered Owner of Aircraft	DLE Aviation Inc. 38 Prince Arthur Ave Toronto, CA M5R1A9 416-863-1510
Space	Office space in 3981 Southern Blvd Suite N Ramp Monthly Parking
Purpose(s) for Use of Space	Aviation related administrative duties
Effective Date	July 1 st , 2022
Initial Term	12 months
Renewal Term	Automatic renewal as set forth in Section 3.1

USE AND OCCUPANCY AGREEMENT

SUMMARY OF TERMS

Space Use Fees	Office Space. Ramp Monthly Parkin. * All Space Use Fees are subject to adjustment as set forth in Section 2.3 **exclusive of all taxes and fees as set forth in Section 2.4
Ancillary Service Fees	All ancillary services, including GPU and lavatory and water service, will be provided to User at the then-current posted rates.
Security Deposit	(two months' rent + sales tax) Office (one month's rent + sales tax) Ramp

The Use and Occupancy Agreement (the "Agreement") consists collectively of these Summary of Terms, and the Terms and Conditions, Schedules and Attachments attached hereto. Capitalized terms set forth in the left column of the Summary of Terms have the meaning ascribed to them in the right column.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered by their respective authorized officers as of the date set forth below their signature.

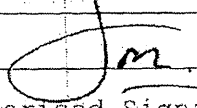
OPERATOR

USER

By: 

By: Jon Cohen

Printed Name: David Smith

Printed Name: 

Title: General Manager

Title: Authorized Signatory

Date: 7/14/22

Date: June 22, 2022

USE AND OCCUPANCY AGREEMENT

TERMS AND CONDITIONS

The Summary of Terms preceding these Terms and Conditions, along with the Schedules and Attachments hereto, are incorporated herein and binding on Operator and User. Capitalized terms used herein without definition 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 as described in the Summary of Terms, the right to use the apron and access the common areas of the Facility (including restrooms, entry ways, hallways, lobbies, elevators, sidewalks, driveways parking areas and vending areas specified by Operator), and the rights of ingress and egress to and from the Airport taxiway. The Space will be used by User only for the purpose(s) set forth in the Summary of Terms. Unless otherwise provided in the Summary of Terms, the Space is common, non-exclusive, chosen by Operator, and used by other users. User will notify Operator promptly if User expects to replace the Aircraft (either on a temporary or permanent basis) with a substitute aircraft, and all provisions of this Agreement applicable to the Aircraft will apply to any such substitute aircraft of the same type and size. User will not conduct any business at Operator's Facility that is not authorized under the Summary of Terms, nor any business for which it has not obtained all required permits, authorizations, and approvals for conducting such business.

1.2 Each of User and Operator will 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 of the Space, and User agrees to comply with the rules and regulations set forth on Schedule 1 which Operator may update or amend from time to time. User will not cause or permit the Space or the Facility to be used in any way which (i) constitutes (or would constitute) a violation of any law, ordinance, or governmental regulation or order, (ii) unreasonably interferes with the rights of other users of the Space or the Facility, or (iii) 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 between Operator and the Airport. Nothing in this Agreement creates or purports to create any obligations of the Airport to User. The Airport is an intended third-party beneficiary of this Agreement.

1.3 User will keep and maintain the Space and every part thereof in good and clean condition and in accordance with rules and 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 will not make any alterations or additions to the Space without first obtaining Operator's written permission and will return the Space 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 will provide reasonable advance notice to Operator of anticipated Aircraft flight activity. Operator will maintain sufficient personnel and equipment to provide for the movement of the Aircraft as reasonably requested by User. Operator will be solely responsible for the towing or repositioning of all Aircraft into, out of and within the Space. User expressly agrees not to undertake the towing or repositioning of the Aircraft. User will be solely responsible for securing the Aircraft at all times. Consistent with the foregoing obligation, User will 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 use the Aircraft hangar/parking portion of the Space during those times when the Aircraft is away from the Airport and 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. Except in the case of an emergency, Operator will provide reasonable advance notice prior to entering the office portion of the Space (if any). Additionally, Operator reserves the right to temporarily relocate the Aircraft to reasonably similar space within the Facility upon reasonable prior notice to User; except that, in the case of an emergency, no prior notice is required.

1.6 User may perform light Aircraft maintenance, Aircraft cleaning, and other support-related services on the Aircraft exclusively through User's employees or through contracted third parties that comply with Operator's established minimum insurance requirements; provided, however, that aircraft towing and fueling will be performed exclusively by Operator. User is responsible for ensuring that such third-party vendors comply with all applicable laws, rules, and regulations. Upon the request of Operator, User will cause any such third parties to execute a hold

USE AND OCCUPANCY AGREEMENT

TERMS AND CONDITIONS

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. Minimum insurance requirements will be provided to User upon request.

1.7 Operator will provide such fuel services at the Airport as User requests. User acknowledges that there is limited space at Operator's Facility for aircraft storage and parking, and that as consideration for the grant of rights pursuant to this Agreement, this Agreement is expressly conditioned on User's agreement that Operator is its exclusive fueler at the Airport. The foregoing obligation applies only with respect to the Aircraft which is/are the subject of this Agreement and only with respect to User's requirements for aviation fuel for said Aircraft while at the Airport. If User breaches its obligation to purchase its requirement for aviation fuel exclusively from Operator, this Agreement, may, at the option of Operator, be terminated forthwith.

1.8 This Agreement creates only a license terminable as set forth herein. Nothing in this Agreement will 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 will 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 will pay to Operator the Space Use Fees, Fuel Charges and Ancillary Service Fees (collectively, the "Use Fees") set forth in the Summary of Terms as follows: (1) Monthly 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. Monthly Space Use Fees will be prorated on a daily rate basis for any partial month during the Term. (2) Fuel Charges, Ancillary Service Fees, and any daily Space Use Fee are payable by credit card immediately at the time such services are provided by Operator, unless otherwise indicated in the Summary of Terms.

2.2 Upon execution of this Agreement, User will: (1) deliver and maintain with Operator a credit card authorization with a spending limit sufficient to support User's credit card payment obligations set forth in this Agreement; and (2) pay and maintain with Operator a Security Deposit in the amount set forth in the Summary of Terms. The Security Deposit will 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. When applying the Security Deposit to User's obligations, Operator does not waive Operator's right to any other remedy provided by this Agreement or by law. Upon notice from Operator that it has drawn down on such Security Deposit, User will promptly (and in no event longer than ten (10) calendar days) replenish the Security Deposit to the original amount. Operator reserves the right to adjust the Security Deposit throughout the Term. Upon termination of this Agreement and payment by User of all outstanding obligations to Operator under the Agreement, the credit card authorization will be destroyed, and the Security Deposit will be returned; provided that Operator has authority to use the credit card and/or Security Deposit to pay any amounts owed and unpaid five (5) business days following such termination.

2.3 User agrees that, during the Term: (1) Space Use Fees will be adjusted by CPI-U (as defined below) plus 2.5% on each anniversary of the Effective Date; (2) Fuel Charges are subject to review and adjustment by CPI-U on each anniversary of the Effective Date; (3) Space Use Fees and Fuel Charges are subject to review and adjustment at other times by giving User not less than sixty (60) calendar days written notice, provided that Operator will not make such adjustments more than one time in any twelve (12) month period; and (4) Ancillary Service Fees may be adjusted at any time. Notwithstanding anything to the contrary herein, if at any time during the Term the Airport increases the amount due by Operator to the Airport under the Master Lease Agreement, Operator may increase the Use Fees by up to the percentage increase imposed by the Airport on Operator's leasehold interest or services, as the case may be. In the event of such pass-through increase, Operator will provide User with at least thirty (30) calendar days advance written notice of the revised Use Fees; provided, however, an increase in Use Fees resulting from increases due by Operator to Airport under the Master Lease Agreement will not be considered an annual increase in Use Fees as set in subsections (1) – (3) above. After the effective date set forth in any notice required under this Section 2.3, the new Use Fees will become effective automatically for all purposes, unless and until further adjustments are made to the Use Fees in accordance with this Section 2.3. "CPI-U" is the percentage change in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (All Items, All Urban Consumers, 1982-1984=100) during the immediately preceding contract year. The index month three (3) months prior to the anniversary month for the current year and the previous year will be used to determine the percent increase. In no event will any Use Fee be decreased

USE AND OCCUPANCY AGREEMENT
TERMS AND CONDITIONS

due to changes in the CPI-U.

2.4 In addition to Use Fees, User will be responsible for and pay to Operator all applicable Airport use fees, concession fees, facility fees, fuel flowage fees, and other charges and fees imposed or assessed by the governing body of the Airport on the provision of aircraft storage, fuel, or other services rendered by Operator to User hereunder, together with any sales, use, excise, or other taxes imposed by any governmental authority by virtue of this Agreement (other than Operator's income taxes). User is solely 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 will 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.

2.5 User will pay for Utilities, Trash Removal, and Janitorial Services as indicated on the Summary of Terms.

2.6 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 is authorized to submit such charges for payment on User's credit card. User is 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 will 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 constitutes 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; Operator's Remedies.

3.1 This Agreement commences on the Effective Date and continues for the Initial Term. After the Initial Term, this Agreement will 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) calendar 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 at any time upon sixty (60) calendar days prior written notice to User.

3.3 User may terminate this Agreement upon fifteen (15) calendar days prior written notice to Operator if User sells the Aircraft or the Aircraft is lost or destroyed and User does not replace the Aircraft.

3.4 Operator may terminate this Agreement upon written notice to User following an Event of Default (as defined below) by User and failure by User to cure such Event of Default within the applicable cure period.

3.5 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. No damages, monies, or compensation will be owed to User by Operator for such early termination.

3.6 Upon the effective date of termination of this Agreement, but in no event later than five (5) calendar days following such termination, User will remove all of User's property from the Space and pay to Operator all outstanding Use Fees and any other amounts due and owing Operator under this Agreement. If User should fail to vacate the Space within such period, User will be deemed to be a trespasser and Operator may peaceably enter upon the Space and remove User's property (including the Aircraft) without further notice, demand or court proceeding and without liability to User. Operator is under no duty or obligation to store or maintain any of User's property at any time and is not liable to User for any damage to or destruction of such property. Additionally, if User fails to vacate the Space, the Space Use Fees will be increased to 200% of the then-current Space Use Fee as a "holdover fee" and User will reimburse Operator for, and indemnify Operator against, all damages, costs, liability and expenses, including storage costs and reasonable attorneys' fees permitted by law, which Operator incurs on account of User's delay in vacating the Space.

4. Events of Default.

4.1 Each of the following events constitute an "Event of Default" under this Agreement on the part of User:

USE AND OCCUPANCY AGREEMENT

TERMS AND CONDITIONS

(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 is only 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 non-monetary related 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 will 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;

(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 are 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 sixty (60) calendar 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 sixty (60) calendar days;

(d) the sublicensing of all or any portion of the Space or assignment or encumbrance of all or any portion of its interest in this Agreement whether voluntary, involuntary or by operation of law;

(e) abandonment of the Space;

(f) use of the Space for a purpose other than that permitted; and

(g) notwithstanding Section 4.1(b) above, violation of Article 8, Anti-Bribery, Anti-Corruption, whereupon no cure period will be permitted, and Operator may terminate the Agreement immediately.

4.2 Upon the occurrence of an Event of Default, Operator has the right, in its sole discretion and without limiting any other legal or equitable remedies available to it, to pursue any one or more of the following remedies: (1) terminate the Agreement as set forth in Section 3.4; (2) remove the Aircraft and all personal property and take all further action as set forth in Section 3.6; (3) declare all amounts due for the remaining Term immediately due and payable and require immediate payment thereof from User; (4) cure the default and require immediate reimbursement by User of the cost actually incurred by Operator in curing such default, with interest thereon at the rate of one percent (1%) per month (12% per annum) from the date such cost is incurred until the date of reimbursement by User to Operator; (5) reimbursement by User of all attorneys' fees incurred by Operator as a result of such Event of Default, to the extent permitted by law; and (6) relicense the entire Space or a portion thereof.

5. No Assignment or Sublicense. User will not assign, sublicense, or otherwise transfer or encumber 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. Any attempted assignment, sublicense, or other transfer without Operator's prior written consent will be null and void.

6. Insurance.

6.1 At all times during the Term, User agrees that it will maintain at its expense, 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 workers compensation, will name Operator, Atlantic Aviation FBO Inc., their parent companies, and all of their respective direct and indirect subsidiaries and affiliated companies under common control with Atlantic Aviation FBO Inc., the Airport, and each of the foregoing's respective officers, directors, agents, servants, contractors and employees as additional insureds (collectively, the "Additional Insureds") and respond on a primary and non-contributory 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 will deliver to Operator a certificate evidencing the minimum insurance coverage required hereunder (the "Certificate"). User will provide Operator with an updated Certificate promptly upon the renewal of any insurance policy described in the Certificate. User

USE AND OCCUPANCY AGREEMENT

TERMS AND CONDITIONS

acknowledges that its potential liability under this Agreement is not limited to the amount of insurance coverage it maintains or the limits required herein.

6.2 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) calendar days written request 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.

7. Indemnification Obligations; Limitations on Liability; Environmental.

7.1 User agrees to indemnify, defend, save and hold harmless the Additional Insureds, 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 and the Facility; (iii) User's use of or activities at, on or around the Airport; (iv) any release or spill of hazardous or toxic materials, petroleum, and/or regulated substances by User or User Parties (as defined below); 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 or is to confer an economic benefit on User (collectively with User, "User Parties"), regardless of where Claims may occur, except to the extent caused solely by the negligence or willful misconduct of Operator.

7.2 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.

7.3 THE PARTIES AGREE THAT UNDER NO CIRCUMSTANCES WILL OPERATOR, ATLANTIC AVIATION FBO INC., THEIR PARENT COMPANIES, AND THEIR RESPECTIVE DIRECT AND INDIRECT SUBSIDIARIES AND AFFILIATED COMPANIES UNDER COMMON CONTROL WITH ATLANTIC AVIATION FBO INC. ("ATLANTIC PARTIES"), OR THE AIRPORT BE LIABLE TO ANY USER PARTIES, NOR WILL USER BE LIABLE TO ANY ATLANTIC PARTIES, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, LOST PROFITS OR DIMINUTION IN VALUE) WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE).

7.4 All personal property of User Parties in and on the Space or the Facility will be and remain therein under any and all circumstances at the sole risk of said parties and Operator will in no event be liable to any such person or party for damage to, or loss thereof, except as specifically set forth in Section 7.2 above. Operator does not guaranty the security or safety of User Parties. Any safety or security measures taken by Operator are to protect its own interest, and do not create any liability of Operator to User Parties.

7.5 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 will 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 will notify Operator immediately. User will be responsible for proper handling, removal, and disposal of all hazardous or toxic materials, petroleum, and/or regulated substances used or stored by User Parties at the Space and/or in other areas of the Facility. Storage, handling, removal, and disposal of all such hazardous materials and/or regulated substances will be accomplished by User at its expense in accordance with local, state, and federal guidelines and regulations.

7.6 The limitations and liabilities set forth in this Article 7 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.

USE AND OCCUPANCY AGREEMENT

TERMS AND CONDITIONS

8. Anti-Bribery; Anti-Corruption. User and User's affiliates will 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 that it will deliver an updated Schedule 3 to Operator upon any change to the information contained thereon throughout the Term. User agrees to 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 will immediately notify Operator.

9. Emergency Event 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, flood, wildfire, natural disaster, or other significant emergency event ("Emergency Event"). User will be responsible for developing an appropriate Emergency Event plan, coordinating with Operator to move the Aircraft from the Space prior to such Emergency Event, and relocating the Aircraft to a location out of the event's projected path.

If User fails to remove the Aircraft or other property from the Facility prior to the Emergency Event, User agrees to comply with and abide by any provisions for Emergency Event 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 or other property within the Space or Facility as Operator or the Airport deems necessary; provided, however, User remains liable for any damage resulting from User's failure to remove the Aircraft or other property from the Facility prior to the Emergency 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 Emergency Event. Notwithstanding the limitation of Operator's liability set forth in Article 7, User will be liable for all damages that are caused by the Aircraft or other property remaining at the Facility during an Emergency Event.

10. Miscellaneous.

10.1 Force Majeure. Except for the payment of any sums due hereunder by User and User's obligations set forth in Article 9, neither party is liable for its failure to perform under this Agreement that is caused by any act of God, act of terrorism, act of nature, fire, flood, wind storm, pandemic, epidemic, strike, labor dispute, riot, insurrection, war or any other cause beyond either party's control; provided, however, should such party's inability to perform due to the force majeure continue for more than sixty (60) calendar days, either party may terminate this Agreement upon thirty (30) calendar days written notice.

10.2 Authority. User represents that it is fully authorized to enter into this Agreement on behalf of the User and any Registered Owners of the Aircraft and to bind the User and the Registered Owners to the terms and conditions set forth in this Agreement.

10.3 Notice. 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 and addressed to User and Operator (attention: General Manager) and delivered to the

USE AND OCCUPANCY AGREEMENT

TERMS AND CONDITIONS

addresses set forth in the Summary of Terms via U.S. Mail, recognized overnight courier service, or by hand delivery (which, if to Operator, will be delivered to its general manager). Notice is deemed given three (3) business days after it is placed in the U.S. Mail, one (1) business day following delivery to a recognized overnight courier service, or when received by the recipient if delivered by hand. No party may contest the form of any notice that is actually received.

10.4 Non-Waiver. 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.

10.5 Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto and will not be supplemented, amended, or modified except by a written instrument duly executed by the parties hereto. The language of this Agreement will be construed as a whole according to its fair meaning and not strictly for or against either of the parties.

10.6 Survival. Articles 4, 6, 7 and 8, the right of Operator to collect Use Fees and other amounts due and owing, and such other provisions that by their nature are intended to survive termination, will 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.

10.7 Choice of Law; Venue; Severability. This Agreement will 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. 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. In the event any legal authority determines that any provision in this Agreement is illegal, unenforceable, or invalid in whole or in part for any reason, all valid and enforceable provisions remain unaffected. 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 will govern.

10.8 Headings. The headings of the articles, paragraphs, and sections contained in this Agreement are for convenience of reference only and do not constitute a part hereof.

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

10.10 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 and other states. Additional information regarding radon and radon testing may be obtained from Florida's county public health units and the county health agency in other states.