

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: February 7, 2023 Consent Regular
 Workshop Public Hearing

Submitted By: Department of Airports

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Tenth Amendment (Amendment) to the Lease Agreement dated October 18, 2000 (R-2000-1067, as amended) (Lease) with Atlantic Aviation – West Palm Beach, LLC (Atlantic), providing for the lease of an additional 63,177+/- square feet of unimproved ground for the construction of a vehicular parking lot by Atlantic at the Palm Beach International Airport (PBI) for payment of initial annual rental of \$50,541.60, commencing February 7, 2023; establishing the rental rate for the lease of an option parcel; streamlining the process for approval of subleases for hangar, ramp or office space by Atlantic; and updating exhibits and standard provisions in the Lease.

Summary: Atlantic provides fixed-based operator services for general aviation aircraft at PBI. This Amendment adds a 63,177+/- square foot parcel of unimproved land for the construction of a vehicular parking lot for use by Atlantic’s employees, contractors and customers. Although not subject to the County’s Equal Business Opportunity Ordinance, Atlantic has voluntarily committed to 20% Small Business Enterprise (SBE) participation in the construction of the parking lot. The Lease currently provides Atlantic with the option to lease an additional 20,706+/- square foot parcel located adjacent to Atlantic’s aircraft parking apron, which was previously used by the Federal Aviation Administration (FAA) as a radio tower site. The Lease provides that Atlantic would have the right to exercise the option to lease the site upon the FAA’s removal of the radio tower, which has occurred. Rental for the former radio tower site is scheduled to commence on March 1, 2023, following Atlantic’s inspection period. This Amendment establishes an initial annual lease rate of \$0.80 per square foot for the radio site based on appraisal as provided in the Lease. The Lease currently requires the County’s consent for all subleases. This Amendment allows Atlantic to sublease, ramp or office space without prior consent of County, provided the subleased space is used exclusively for uses and activities permitted in the Lease and PBI General Aviation Minimum Standards (R-2005-1168, as may be amended) and for no other purposes whatsoever, and the sublease is in a form consistent with the standard form sublease attached to the Lease. All subleases are subject and subordinate to the Lease, and the County is not a party to the subleases. The primary reason for requiring consent is to ensure the County receives notice of subtenants operating from the facility. Rather than requiring consent for each sublease, Atlantic will provide copies of all subleases to the County quarterly, or within 10 days of the County’s request. The Amendment updates the legal description of Atlantic’s leasehold as well as the nondiscrimination and scrutinized company provisions to the Lease, and adds an approved standard form sublease agreement for use by Atlantic. **Countywide (HF)**

Background and Justification: Due to the lack of sufficient vehicular parking, Atlantic requested to lease additional property adjacent to its existing leasehold for the construction of additional parking. The initial rental rates are the unimproved ground rental rates for aeronautical land as established by appraisal and are subject to adjustment on a triennial basis in accordance with the provisions of the Lease.

- Attachments:**
1. Amendment (3)

Recommended By:	<u><i>RW Laura Bulse</i></u> Department Director	<u>1-11-23</u> Date	
Approved By:	<u><i>J Baker</i></u> County Administrator	<u>1/23/23</u> Date	

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	_____	_____	_____	_____	_____
Operating Revenues	<u>(\$42,515)</u>	<u>(\$67,106)</u>	<u>(\$67,106)</u>	<u>(\$67,106)</u>	<u>(\$67,106)</u>
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>(\$42,515)</u>	<u>(\$67,106)</u>	<u>(\$67,106)</u>	<u>(\$67,106)</u>	<u>(\$67,106)</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

Budget Account No: Fund 4100 Department 120 Unit 8451 RSource 4416
 Reporting Category _____


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

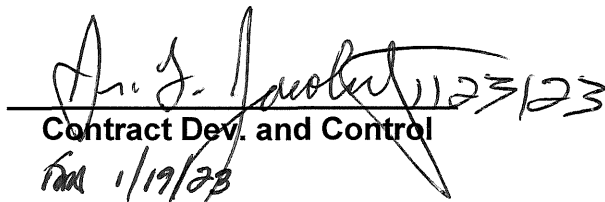
Rental for the vehicular parking area (63,177 square feet at the initial rental rate of \$0.80 per square foot, totaling \$50,541.60 annually) will commence on February 7, 2023. February 2023 rental is calculated on a 30-day month, per the terms of the Lease. Rental for the former radio site (20,706 square feet at the initial rental rate of \$0.80 per square foot, totaling \$16,565) is anticipated to commence March 1, 2023 following Atlantic's inspection period.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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

 1/12/2023
 MG 1/12 OFMB JA 1/12

 1/23/23
 Contract Dev. and Control
 Paid 1/19/23

B. Legal Sufficiency:

 1/23/23
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 11/17

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

**TENTH AMENDMENT TO LEASE AGREEMENT
BETWEEN PALM BEACH COUNTY AND
ATLANTIC AVIATION-WEST PALM BEACH, LLC**

THIS TENTH AMENDMENT TO LEASE AGREEMENT (this "Amendment") is made and entered into as of _____, 20__, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and Atlantic Aviation-West Palm Beach, LLC, a Delaware limited liability company, whose principal place of business is located at 5201 Tennyson Parkway, Suite 150, Plano, Texas 75024 ("Tenant").

WITNESSETH:

WHEREAS, County, by and through its Department of Airports, owns and operates the Palm Beach International Airport ("Airport"), located in Palm Beach County, Florida; and

WHEREAS, County and Galaxy Aviation of Palm Beach, Inc. ("Galaxy"), entered into that certain Lease Agreement dated October 18, 2000 (R-2000-1067), which was superseded and replaced in its entirety by that certain First Amendment dated March 1, 2005 (R-2005-0455), as amended (the "Lease"); and

WHEREAS, Galaxy and Atlantic Aviation FBO Inc. ("Atlantic FBO") entered into an Asset Purchase Agreement dated December 12, 2013 ("Purchase Agreement"), which provided for the purchase of Galaxy's right, title and interest in the Lease; and

WHEREAS, Atlantic FBO assigned its right, title and interest in the Lease to Tenant, an affiliate of Atlantic FBO, in accordance with the terms of the Purchase Agreement; and

WHEREAS, County approved a Consent to Assignment of Lease on April 15, 2014 (R-2014-0502); and

WHEREAS, the parties desire to amend the Lease as provided for herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions:

1. Recitals and Definitions. The foregoing recitals are true and correct and are hereby incorporated herein by reference. Terms not defined herein shall have the meanings set forth in the Lease.
2. Amendment of Exhibit "A". Exhibit "A" to the Lease is hereby amended to add the parcel identified as "Parcel S-12" containing 63,177 square feet, more or less, described in Attachment "1" to this Amendment.

3. New Lease Exhibits. The Lease is hereby amended to add the following Exhibit “M” and Exhibit “N”:

Exhibit “M” - “Nondiscrimination Requirements”

Exhibit “N” - “Standard Form Sublease Agreement”

4. Amendment of Definitions. Article 2, Definitions, of the Lease, is hereby amended to delete Articles 2.49 and 2.71 in their entirety and replace them with the following:

2.49 “Property” means the real property more particularly described on Exhibit “A” as Parcels S-9, S-5, S-1B, S-1D, S-1E, S-8, and S-12, all subject to easements, rights-of-way and any other encumbrances of record, excluding any improvements constructed thereon. Effective February 7, 2023, the Property shall include Parcel S-1C unless Tenant delivers notice to County pursuant to Section 4.02(A)(2).

2.71 “Base Rental” means: (i) the annual rental established as of October 1, 2019, for the East Tract and West Tract in Articles 5.01(A) and 5.01(B), Buildings 1625-D and 1625-E in Article 5.02, Parcels S-5, S-1D and S-1E in Articles 5.01(C) and 5.01(D), Parcel S-8 in Article 5.01(E); (ii) the license fee established as of October 1, 2022 for the Option Area in Article 4.12(G); (ii) the annual rental established on the dates provided in Article 5.03 for the buildings and improvements identified in Article 5.03; and (iii) the annual rental established as of October 1, 2022, for Parcel S-12 in Article 5.01(F) and for Parcel S-1C in Article 5.01(G). The calendar year for the dates set forth in this Article 2.71 shall be used as the Base Rental Year. The then current Base Rental shall be adjusted as provided in Article 5.11(C) on the Appraisal Adjustment Dates.

5. New Definitions. Article 2, Definitions, of the Lease, is hereby amended to add the following Definitions 3.13 through 3.19:

3.13 “EBO” means the Palm Beach County Office of Equal Business Opportunity.

3.14 “EBO Ordinance” means the Equal Business Opportunity Ordinance as codified in Sections 2-80.20 – 2-80.40 of the Palm Beach County Code and any policies adopted thereunder, as now or hereafter amended.

3.15 “EBO Schedules” has the meaning set forth in Article 4.13(D)(1).

3.16 “Landside Vehicle Parking Lot” means the parking lot to be constructed by Tenant on Parcel S-12 as set forth in Article 4.13.

3.17 “SBE” means a certified small business enterprise as defined in Palm Beach County’s EBO Ordinance.

- 3.18 “SBE Ordinance” means Palm Beach County’s Small Business Enterprise Program Ordinance, codified in Sections 2-80.21 through 2-80.34 (as amended) of the Palm Beach County Code, and the Small Business Enterprise Program Policies and Procedures Manual, County PPM No. CW-O-043.
- 3.19 “Standard Form Sublease Agreement” has the meaning set forth in Article 18.02 (B).

6. Landside Parking Lot. Article 4, Premises and Privileges, of the Lease, is amended to add the following Article 4.13, Landside Parking Lot:

4.13 Landside Parking Lot. Tenant shall have the right and obligation to develop, improve and maintain a landside vehicle parking lot on Parcel S-12, subject to the following terms, conditions and limitations:

(A) Construction of Landside Parking Lot. Tenant shall design, construct and maintain a vehicle parking lot on Parcel S-12 at Tenant’s sole cost and expense, which shall be completed in accordance with the plans approved by the Department, with all necessary improvements and infrastructure, including, but not limited to, paving, utilities, stormwater management and drainage, landscaping, lighting, signage, fencing, and driveways necessary for ingress, egress and circulation (the “Landside Parking Lot”).

(B) Survey of Parcel S-12. Upon completion of the Landside Parking Lot, the parties shall enter into an amendment to this Lease to reflect the final square footage and location of the Landside Parking Lot, and replace Exhibit “A” with an updated survey and legal description of Parcel S-12. The updated survey and legal description will be prepared by Tenant at Tenant’s sole cost and expense, and shall be subject to approval by County. The Director shall have the authority to sign such amendment on behalf of County. Rental, as provided in Article 5.01(F), shall be adjusted based on any difference in square footage as shown on the final survey. Tenant shall be entitled to a rental credit for any difference, or shall pay to County any difference in rental, within thirty (30) days following completion of the survey of Parcel S-12.

(C) Authorized Uses. Tenant shall use the Landside Parking Lot solely and exclusively for vehicle parking for customers, employees and rental cars used in connection with Tenant’s fixed base operation at the Airport. At no time shall Tenant use the Landside Parking Lot for paid parking, or parking not directly connected to Tenant’s fixed base operation at the Airport, or as a storage or staging area of any type.

(D) Affirmative Procurement Initiative (“API”). Tenant acknowledges and agrees that Tenant has voluntarily agreed to a mandatory minimum SBE participation goal of twenty percent (20%) to the aggregate of design and construction of the Landside Parking Lot project as a whole. Achievement of the goal shall be determined as a percentage of the total cost of the design and

construction of the Landside Parking Lot as confirmed in the Cost Report (as hereinafter defined).

- (1) Required Documentation. Prior to commencement of construction of the Landside Parking Lot, Tenant shall submit a detailed cost estimate for the project, as well as a completed EBO Schedule 1 (List of Proposed Contractor/Consultant & Subcontractor/Subconsultant Participation) along with corresponding Schedule 2(s) (Letter of Intent). When completed and submitted, the EBO Schedule 1 and EBO Schedule 2(s) (herein collectively referred to as the “EBO Schedules”) shall become material terms of this Lease. Tenant understands that each SBE firm utilized for the design and construction of the Landside Parking Lot must be certified by County in order to be counted toward the S/M/WBE participation goal. Tenant agrees to provide any additional information reasonably requested by the County to substantiate participation.
- (2) SBE Goal Waiver Requests/Good Faith Efforts. If Tenant determines that Tenant will be unable to comply with the SBE participation goal, then the Tenant must request a waiver or partial waiver from the EBO. Such waiver request shall be made on the required EBO forms and include documentation that demonstrates good faith efforts were undertaken by Tenant to comply with the SBE participation goal. Tenant acknowledges and agrees that Tenant shall be required to provide the EBO with evidence and supporting documentation demonstrating its good faith efforts as provided in the EBO Subcontracting Goal Waiver Request Form attached hereto as Exhibit “G”, or such other form in use or approved by EBO for purpose, and such other documentation and information as may be reasonably requested by the EBO. Tenant acknowledges and agrees that a request for a waiver of the SBE participation goal shall be reviewed and approved or denied by the EBO in accordance with the EBO Ordinance.
- (3) SBE Substitutions. Tenant shall only be permitted to replace a certified SBE listed in EBO Schedule 1 that is unwilling or unable to perform. Such substitution must be done with other certified SBEs in order to maintain the SBE percentages submitted in Schedule 1. Requests for substitutions must be submitted to the Department and the EBO for approval. Any desired changes (including substitutions or termination and self-performance) must be approved in writing in advance by the EBO. Upon receiving approval of substitution for the SBE, the Tenant must submit a completed and signed Schedule 2 by the proposed (replacement) SBE.

(4) Cost Report. Within sixty (60) days following the substantial completion of the Landside Parking Lot, Tenant shall, at its sole cost and expense, have prepared and delivered to the Department a detailed statement of the costs to construct the Parking Lot Project to evidence satisfaction of the SBE requirements set forth in this Article (the "Cost Report"). The Cost Report shall include schedules detailing: (a) the expenses incurred by Tenant to complete the Landside Parking Lot project; and (b) the name of each SBE firm that participated in the design and/or construction of the Landside Parking Lot, the total dollars paid to each SBE and the overall percentage of SBE participation. The Cost Report shall be in a form and substance reasonably satisfactory to County and shall be prepared and certified by the chief financial officer of Tenant or a qualified and licensed independent Certified Public Accountant. The Cost Report shall not contain a qualified opinion, an adverse opinion, or a disclaimer of opinion, as defined by the American Institute of Certified Public Accountants or any successor agency thereto, regarding the information contained in the required schedules. In the event the Cost Report indicates that Tenant failed to satisfy the SBE participation goal, as adjusted by the waiver provisions set forth in this Article, if applicable, Tenant shall pay to County liquidated damages equal to the difference in dollar value of SBE participation committed to in this Lease, and the dollar value of SBE participation as actually achieved, which shall be paid to County concurrent with submission of the Cost Report. Tenant hereby agrees and affirms the amount of liquidated damages specified in this Article reflect a fair compensable value for damages suffered by the County as a result of Tenant's failure to satisfy the SBE requirements of this Lease, the amount is not a penalty and shall not be contested as reflecting the imposition of a penalty against Tenant. Notwithstanding any provision of this Lease to the contrary, the parties acknowledge and agree that liquidated damages shall be County's sole remedy for Tenant's failure to satisfy the SBE requirements of this Lease.

(5) Records and Access. The EBO has the right to review Tenant's construction contracts and related subcontracts and records in order to determine compliance with the requirements of this Article for up to four (4) years from the date of completion of the Parking Lot Project.

7. Parcel S-12 and Parcel S-1C Rental. Article 5, Rental, Fees, Charges and Security Deposit, is hereby amended to add the following subsections (F) and (G) to Article 5.01, Ground Rental:

- (F) For Parcel S-12, containing approximately 63,177 square feet of ground, the initial annual rental to be paid by Tenant to County shall be Eighty Cents (\$0.80) per square foot, or Fifty Thousand Five Hundred Forty-One and 60/100 Dollars (\$50,541.60) annually, payable in equal monthly installments. Rental for Parcel S-12 shall commence upon the Effective Date of this Tenth Amendment.
- (G) For Parcel S-1C, containing approximately 20,706 square feet of ground, the initial annual rental to be paid by Tenant to County shall be Eighty Cents (\$0.80) per square foot, or Sixteen Thousand Five Hundred Sixty-Four and 80/100 Dollars (\$16,564.80) annually, payable in equal monthly installments. Rental for Parcel S-1C shall commence on March 1, 2023, unless Tenant delivers notice to County pursuant to Section 4.02(A)(2).

8. Article 26, Nondiscrimination, of the Lease, is hereby deleted in its entirety and replaced with the following:

Tenant represents and warrants to County that Tenant shall comply with all Nondiscrimination Requirements set forth in Exhibit "M" attached hereto, as may be updated or amended by County upon written notice to Tenant, without formal amendment to this Lease.

9. Amendment of Article 18.01. Article 18, Assignment, Transfer and Subletting Generally, of the Lease, is hereby deleted in its entirety and replace it with the following:

18.01 Assignment, Transfer and Subletting Generally.

(A) Assignment and Transfer.

Except as otherwise provided for herein, Tenant shall not, in any manner, assign, transfer, or otherwise convey an interest in this Lease, the Premises or any portion thereof ("Assignment"), without the prior written consent of the County, which consent shall not be unreasonably withheld. The County shall not be deemed to have withheld its consent unreasonably unless the County has been furnished evidence, reasonably satisfactory to County, establishing that the proposed assignee: (i) has the financial ability to make the rental payments required under this Lease and to otherwise satisfy its financial obligations under this Lease; (ii) has sufficient experience to operate the facilities constructed or to be constructed on the Premises in the manner required hereunder; (iii) has the ability to otherwise perform all of the terms, conditions and covenants of this Lease; and (iv) agrees to assume all obligations, responsibilities and liabilities of Tenant arising on and after the effective date of the Assignment. Any attempted Assignment without County's approval shall be null and void. In the event County consents in writing to an Assignment, Tenant shall have the right to assign this Lease to the extent permitted by County's consent to such Assignment, provided that the use of the Premises shall be limited to the same uses as are permitted under

this Lease. Any permitted Assignment shall be subject to the same conditions, obligations and terms as set forth herein.

Notwithstanding the foregoing, the consent of County shall not be withheld for an Assignment of this Lease in its entirety where all or substantially all of the assets of Tenant are acquired by another entity by reason of a merger, acquisition, or other business reorganization, provided that Tenant provides written notice to County ten (10) days prior to the change in ownership and County has been furnished evidence, reasonably satisfactory to County, establishing that the proposed assignee: (i) has the financial ability to make the rental payments required under this Lease and to otherwise satisfy its financial obligations under this Lease; (ii) has sufficient experience to operate the facilities constructed or to be constructed on the Premises in the manner required hereunder; (iii) has the ability to otherwise perform all of the terms, conditions and covenants of this Lease; and (iv) agrees to assume all obligations, responsibilities and liabilities of Tenant arising on and after the effective date of the Assignment.

Tenant shall remain primarily liable to County for fulfilling all obligations, terms and conditions of this Lease, throughout the entire Term and any extension thereof, except in the event of a complete Assignment, in which event Tenant shall be released from all further obligation arising subsequent to such Assignment; provided that Tenant's assignee agrees in writing to be fully bound by the terms and provisions of this Lease as of the effective date of such Assignment.

Notwithstanding any provision of this Lease to the contrary, any proposed assignee shall be required to provide proof of insurance and any security instruments required hereunder prior to the Assignment of this Lease. Notwithstanding any provisions of this Article 18.01 to the contrary, County will not consent to any Assignment unless it has been furnished written evidence satisfactory to County that such Assignment is permitted and authorized by the terms of the Bonds, Trust Agreement and Leasehold Mortgage.

County may freely assign this Lease at any time without the consent of Tenant, and upon assumption by such assignee of County's obligations hereunder, County shall be released from all liability and obligation arising hereunder upon such assignment.

(B) Subletting. Except as provided herein, and except for the subleasing of community hangar space, aircraft tie-down and aircraft ramp space, Tenant shall not sublet the Premises, or any portion thereof, without the prior written consent of County, which consent shall not be unreasonably withheld. The Department may consent to subleases entered into by Tenant on behalf of County. All subleases shall be subject to the same conditions, obligations, and terms as set forth herein and Tenant shall be fully responsible

for the observance by its subtenants of the terms and covenants contained in this Lease.

County's prior written consent shall not be required for the subleasing of hangar, ramp or office space by Tenant provided the following conditions are met:

- (1) The hangar, ramp or office space shall be used exclusively for uses and activities permitted in accordance with the terms and conditions of this Lease and the Minimum Standards and for no other purposes whatsoever.
- (2) All such subleases shall be made using the Standard Form Sublease Agreement attached as Exhibit "N" (the "Standard Form Sublease Agreement"), with only non-material changes. For purposes of this Article, "non-material changes" mean changes that will not modify any of the substantive obligations of Tenant and which do not affect, or purport to affect, County's interest under this Lease in any way. The prior consent of the County shall be required for any sublease with a material deviation from the approved standard terms and conditions of the above Standard Form Sublease Agreements, or for a sublease which does not use such Standard Form Sublease Agreements.
- (3) All such subleases shall be subject and subordinate to this Lease and shall be subject to the same conditions, obligations, and terms as set forth herein.
- (4) Tenant shall be fully responsible for ensuring any subtenants observe all applicable terms and conditions set forth in this Lease.
- (5) County and Department expressly reject any provision of any sublease which purports to grant the subtenant any greater rights than provided to Tenant under this Lease.
- (6) No sublease under this Article shall impose any additional obligations on County or otherwise affect any of the rights of County under this Lease.
- (7) Not later than January 1, April 1, July 1 and October 1 of each year, and within ten (10) days of any written request by County to Tenant, Tenant shall provide a list, or summary of all subleases in a format acceptable to County, or complete copies of any or all such sublease document(s), as may be requested by County, which may include a current listing of all aircraft based at the Airport.

10. Article 30, Miscellaneous, of the Lease, is hereby amended to add the following Article 30.28:

30.28 Scrutinized Companies. As provided in Section 287.135, Florida Statutes, by entering into this Lease or performing any work in furtherance hereof, Tenant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to Section 215.4725, Florida Statutes. When a contract value is greater than \$1 million, as provided in Section 287.135, Florida Statutes, by entering into this Lease or performing any work in furtherance hereof, Tenant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria. If the County determines, using credible information available to the public, that a false certification has been submitted by Tenant, this Lease may be terminated and a civil penalty equal to the greater of \$2 Million Dollars or twice the amount of this Lease shall be imposed, pursuant to Section 287.135, Florida Statutes. The aforementioned certification must also be submitted at the time of any renewal, if applicable.

11. Entire Agreement. Except as modified herein, all terms and conditions of the Lease shall remain in full force and effect. In the event of any conflict or inconsistency between the provisions of the Lease and the provisions of this Amendment, the provisions of this Amendment shall govern and control.

12. Effective Date. This Amendment shall become effective when signed by both parties and approved by the Palm Beach County Board of County Commissioners.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day and year first above written.

ATTEST:
JOSEPH ABRUZZO,
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER

PALM BEACH COUNTY,
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA, BY ITS BOARD
OF COUNTY COMMISSIONERS

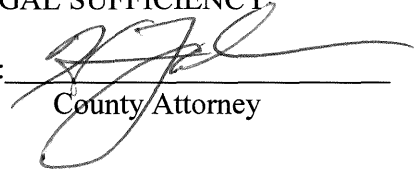
By: _____
Clerk and Comptroller

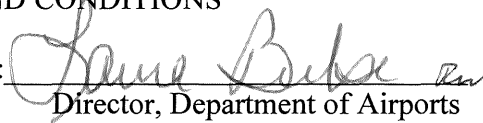
By: _____
Gregg K. Weiss, Mayor

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

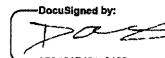
APPROVED AS TO TERMS
AND CONDITIONS

By: 
County Attorney

By: 
Director, Department of Airports

Signed, sealed and delivered
in the presence of two witnesses
for Tenant:

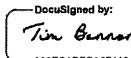
Tenant:
Atlantic Aviation-West Palm Beach, LLC


Signature


Signature 12/21/2022

Dawud Crooms
Print Name

Louis T. Pepper
Print Name


Signature

President and CEO
Title

Tim Bannon
Print Name

(Seal)

**ATTACHMENT "1A"
TO TENTH AMENDMENT**

**DESCRIPTION OF
PARCEL S-12**

A parcel of land lying in the southeast quarter of Section 31, Township 43 south, Range 43 east, Palm Beach County, Florida, being more particularly described as follows:

COMMENCING at the Southeast corner of said Section 31; thence North $88^{\circ}47'38''$ West along the south line of the southeast quarter of said Section 31, a distance of 2250.79 feet; thence North $01^{\circ}12'22''$ East at right angles to said Section line, a distance of 308.91 feet to the POINT OF BEGINNING; said Point of Beginning lying on the arc of a curve concave to the Northeast and having a radius of 45.00 feet, a radial line from said point bears North $01^{\circ}12'22''$ East; thence Northwesterly along the arc of said curve through a central angle of $91^{\circ}03'25''$, an arc distance of 71.52 feet to the Point of Tangency; thence North $02^{\circ}15'47''$ East along a tangent line, a distance of 133.00 feet to the Point of Curvature of a curve concave to the Southeast and having a radius of 15.00 feet; thence Northeasterly along the arc of said curve through a central angle of $88^{\circ}56'35''$, an arc distance of 23.29 feet to the Point of Tangency; thence South $88^{\circ}47'38''$ East along a tangent line parallel with the south line of said Section 31, a distance of 97.66 feet; thence South $02^{\circ}15'47''$ West, a distance of 84.23 feet; thence South $82^{\circ}10'30''$ East, a distance of 106.55 feet; thence South $88^{\circ}46'21''$ East, a distance of 204.64 feet; thence South $78^{\circ}20'17''$ East, a distance of 131.40 feet; thence South $01^{\circ}12'22''$ West, a distance of 73.11 feet; thence North $88^{\circ}47'38''$ West parallel with the south line of said Section 31, a distance of 508.26 feet to the POINT OF BEGINNING.

Said lands situate in the Palm Beach County, Florida and containing 63,117 square feet (1.449 acres) more or less.

**EXHIBIT "M"
TO THE LEASE**

NONDISCRIMINATION REQUIREMENTS

EXHIBIT “M”
NONDISCRIMINATION PROVISIONS

WHEN USED HEREIN, THE TERM “CONTACTOR” MEANS TENANT-LESSEE-CONCESSIONAIRE-OPERATOR-PERMITTEE OR OTHER PARTY TO AN AGREEMENT WITH PALM BEACH COUNTY.

COUNTY NONDISCRIMINATION PROVISIONS

Palm Beach County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the CONTRACTOR warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

FEDERAL NONDISCRIMINATION REQUIREMENTS

A. Title VI Clauses for Compliance with Nondiscrimination Requirements.
 During the performance of this Agreement, CONTRACTOR, for itself, its assignees, and successors in interest, agrees as follows:

1. **Compliance with Regulations:** CONTRACTOR will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities (“Nondiscrimination Acts and Authorities” as set forth in paragraph B below), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Nondiscrimination:** CONTRACTOR, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. CONTRACTOR will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by CONTRACTOR of CONTRACTOR’s obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** CONTRACTOR will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, CONTRACTOR will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the non-discrimination provisions of this Agreement, County will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to CONTRACTOR under this Agreement until CONTRACTOR complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** CONTRACTOR will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. CONTRACTOR will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if CONTRACTOR becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, CONTRACTOR may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, CONTRACTOR may request the United States to enter into the litigation to protect the interests of the United States.

B. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, CONTRACTOR, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities, as may be amended, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

C. Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.

1. CONTRACTOR for itself and its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that CONTRACTOR will use the CONTRACTOR Premises and any License Area in compliance with all other requirements imposed by or pursuant to the Nondiscrimination Acts And Authorities.
2. In the event of breach of any of the above nondiscrimination covenants, County will have the right to terminate this Agreement and to enter or re-enter and repossess the CONTRACTOR Premises and any License Area and the facilities thereon, and hold the same as if this Agreement had never been made or issued.

D. Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program.

CONTRACTOR for itself and its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the CONTRACTOR will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. In the event of breach of any of the above nondiscrimination covenants, County will have the right to terminate this Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if this Agreement had never been made or issued.

E. Airport Concession Disadvantaged Business Enterprises (“ACDBE”).

This Agreement may be subject to the requirements of the U.S. Department of Transportation’s regulations, 49 CFR Part 23. It is the policy of County that ACDBEs shall have the maximum practicable opportunity to participate in the performance of contracts. CONTRACTOR agrees that it will not discriminate against any business owner because of the owner’s race, color, national origin or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23. CONTRACTOR agrees to include the aforementioned statement in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

F. General Civil Rights Provision.

CONTRACTOR agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If CONTRACTOR transfers its obligation to another, the transferee is obligated in the same manner as CONTRACTOR. This provision obligates CONTRACTOR for the period during which the property is owned, used or possessed by CONTRACTOR and the Airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

**EXHIBIT "N"
TO THE LEASE**

STANDARD FORM SUBLEASE AGREEMENT

USE AND OCCUPANCY AGREEMENT
SUMMARY OF TERMS

Contract No.	
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 Palm 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. Building 1625 West Palm Beach, FL 33406 "Facility" includes Operator's entire leasehold under the Master Lease Agreement.
User	Name: Address: Contact: Phone: Email:
Aircraft	Make and Model: Serial No.: Registration No.: [If multiple aircraft/space, state "See Attachment A" and include Attachment A]
Registered Owner of Aircraft	Name: Address: Phone: [If multiple aircraft/space, state "See Attachment A" and include Attachment A]
Space	Hangar Space: [e.g., community hangar space in Hangar 4] Office Space: [e.g., Office Suite 109. This could include square footage.] Shop Space: Cage Space: Aircraft Parking/ Tie Down: Other (specify monthly or daily): [If multiple aircraft/space, state "See Attachment A" and include Attachment A]
Purpose(s) for Use of Space	[e.g., storage of Aircraft, aviation-related administrative duties]
Effective Date	

**USE AND OCCUPANCY AGREEMENT
SUMMARY OF TERMS**

Initial Term	
Renewal Term	Automatic renewal as set forth in Section 3.1
Space Use Fees	<p>Hangar Space (monthly): Office Space (monthly): Shop Space (monthly): Cage Space (monthly): Aircraft Parking/ Tie Down: Other:</p> <p>[If multiple aircraft/space, state "See Attachment A" and include Attachment A]</p> <p>* 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</p>
Fuel Charges	<p>[Cost + \$_____ per gallon of fuel OR see "See Schedule 4 Fuel Requirement Agreement" and include Schedule 4]</p> <p>*exclusive of all taxes and fees as set forth in Section 2.4</p>
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 Space Use Fees)
Utilities, Trash Removal, and Janitorial Services	<p>Hangar Space [Shop Space, if applicable]: Unless the entire hangar is licensed to User, Operator is responsible for electricity, heating, cooling and water in the Space. User is responsible for all other utilities, trash removal and janitorial services to the Space. If entire hangar is licensed to User, User is responsible for all utilities, trash removal and janitorial services.</p> <p>[Office Space: User is responsible for all utilities, trash removal and janitorial services.]</p>

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: _____

Printed Name: David Smith

Printed Name: _____

Title: General Manager

Title: _____

Date: _____

Date: _____

**USE AND OCCUPANCY AGREEMENT
SUMMARY OF TERMS**

ATTACHMENT A

AIRCRAFT (Registration Number, Make/Model and Manufacturer Serial Number)	REGISTERED OWNER	SPACE	SPACE USE FEE

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

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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

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(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

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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.

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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 will 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 will 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. 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 will 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 will 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 will be borne wholly by User.
9. Pets are not permitted at the Facility, except when present in connection with a specific trip. All pets must be either on-leash or crated while at the Facility.

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SCHEDULE 2

USER INSURANCE COVERAGE

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

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

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

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

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

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

Automobile Liability Insurance: Automobile Liability Insurance in an amount not less than five hundred thousand dollars (\$500,000) per occurrence for all of User's owned, non-owned, hired or leased 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 will further be required to obtain Comprehensive Automobile Liability coverage in an amount not less than one million dollars (\$1,000,000).

The above-referenced policies, except 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, employees, agents, servants and contractors as "Additional Insureds." All policies will include a Waiver of Subrogation in favor of Additional Insureds and respond on a primary and non-contributory basis.

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

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

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

**USE AND OCCUPANCY AGREEMENT
SCHEDULE 3**

OWNERSHIP				
Select <u>One</u> of the Following:				
The entity is a wholly owned subsidiary of a publicly traded company.	<input type="radio"/>	Provide information about the publicly traded parent organization		
		<table border="1" style="width: 100%;"> <tr> <td style="width: 60%;">Full Legal Name</td> <td>Country of Formation</td> </tr> </table>	Full Legal Name	Country of Formation
		Full Legal Name	Country of Formation	
Physical Address <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" style="width: 100%;"> <tr> <td style="width: 60%;">Exchange</td> <td>Ticker Symbol</td> </tr> </table>	Exchange	Ticker Symbol
Exchange	Ticker Symbol			
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"/>			

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