

# PALM BEACH COUNTY **BOARD OF COUNTY COMMISSIONERS**

# AGENDA ITEM SUMMARY

	یں سے سے میں سے میں سے میں بینے سے سے سے سے میں میں میں میں میں اور			
Meeting Date:	November 7, 2023	[×] []	Consent Workshop	] Regular ] Public Hearing
Submitted By:	Department of Airports			
	سی کے ان کا ای ایک سے ایک کا کا کا کا کا کا کا کا ک			

# I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: Five (5) Consent to Sublease (Consent) documents, consenting to the sublease of space by Signature Flight Support LLC (Signature) at the Palm Beach International Airport (PBI), with the following subtenants:

- 1. Abaco Xpress, LLC effective as of March 1, 2023.
- 2. Clean Takeoff, LLC effective as of April 15, 2023.
- 3. D&Y Finest Detailing, Inc. effective as of April 15, 2023.
- 4. Flyhouse, LLC effective as of March 1, 2023.
- 5. Vortech Aviation LLC effective as of January 1, 2022.

Summary: Signature provides fixed based operator services for general aviation aircraft at PBI pursuant to a Lease Agreement dated September 30, 2004 (R-2004-1990, as amended). The Lease Agreement provides for the sublease of space subject to the County's consent. Delegation of authority for execution of the standard form consent to sublease was approved by the Board in R-94-1453. Countywide (AH)

# Background and Justification: N/A

Attachments: Five (5) Consent to Sublease documents (1 of each) for Signature.

Recommended By: Ru **Department Director** 

10/11/25 Date

Approved By:

**County Administrator** 

# II. FISCAL IMPACT ANALYSIS

# A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
Capital Expenditures	M				
Operating Costs					
Operating Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u> </u>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</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 Does this item include the use of state funds? Yes No _X Budget Account No: Fund <u>4100</u> Department <u>120</u> Unit RSource Reporting Category					
B. Recommended Sources of	of Funds/Sum	mary of Fise	cal Impact:		
No fiscal impact.					
C. Departmental Fiscal Review:					
III. REVIEW COMMENTS					

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

10/12/2023 10-12-23 OFMB

t Dey. and Control

**B. Legal Sufficiency:** 

<u>t 10-19-23</u> Assistant County Attorney

C. Other Department Review:

**Department Director** 

# **REVISED 11/17**

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

PALM BEACH COUNTY, a political subdivision of the State of Florida, (the "County"), by and through its Department of Airports, under that certain Lease Agreement with Signature Flight Support LLC, (the "Lessee"), dated September 30, 2004, (R-2004-1990, as amended), (the "Lease Agreement"), hereby consents to Lessee entering into a Space Permit with Flyhouse, LLC, (the "Sublessee"), effective as of March 1, 2023, (the "Sublease") for the sublease of space contained within the leasehold of Lessee under the Lease Agreement, as summarized in the attached "Space Permit".

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

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

APPROVED this 32 day of 4254 20 32, by the County Administrator or the Director of the Department of Airports on behalf of and pursuant to the authority granted by the Board of County Commissioners.

By: Title: Director of Airports

Approved as to Form and Legal Sufficiency:

By: Ume ()a unt 8/29/23

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

# SPACE PERMIT

"Effective Date": 3/1/2023

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

"Permittee": Flyhouse, LLC

"Master Lease": Signature and Palm Beach County ("Authority') entered into a lease ("Master Lease") for certain land (the "Base") at the Palm Beach International Airport in West Palm Beach, Florida.

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

Building Name	Space Type (Hangar/T-Hangar) (Office/Shop/Ramp)	Rentable Square Feet	Suite Number	Monthly Base Rent
Ramp	Ramp	3596	NA	\$1700
Additional Mon	thly "CAM Charge" <sup>1</sup>			\$100
Monthly Landir	ng Fee for N186CW			\$56.10
TOTAL MONTH	LY BASE RENT			\$1856.10

 TOTAL MONTHLY BASE RENT
 \$1856.10

 <sup>1</sup> Charge is based on Permittee's proportionate share of actual reimbursable expenses from immediately preceding year and is subject to annual adjustment.
 \$1856.10

"Space": Permittee shall, during the Term hereof, have access to and use of certain portions of the Base (collectively listed above), as follows, collectively:

"Hangar Space" (listed above) means the non-dedicated, non-exclusive use of hangar deck space in the Hangar listed above for the purpose of storing the "Aircraft" (defined below).

"Office Space" (listed above) means the exclusive use of the area listed above.

"Shop Space" (listed above) means the exclusive use of the area listed above.

"Ramp Space" (listed above) means non-dedicated, non-exclusive use of area listed above for the purpose of storing the Aircraft.

"Aircraft": The following described aircraft, which is/are directly owned, leased, managed, operated or otherwise in the care, custody and control of Permittee (the "Aircraft"):

Aircraft Make	Aircraft Model	Tail Number	Serial Number
(1)Gulfstream	G200	N186CW	081
(2)			
(3)			
(4)			······
(5)			
(6)			

"Term": This Space Permit ("Permit") shall be for an initial term, commencing upon the earlier of the Effective Date ("Effective Date") or the date on which Permittee actually took occupancy of the Space and expiring 2/29/2024 ("Term").

Space Permit REV 5/23/2022

Page 1 of 9

Permittee Ini Signatura Initial

# "Security Deposit": \$3712.20

# Addresses for Notices:

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

With a copy to: Signature Flight Support LLC Attention: Manager, Contracts 13485 Veterans Way, Suite 600 Orlando, Florida 32827 Email: legalnotices@signatureaviation.com

And

Signature Flight Support LLC Attention: Robert Murphy; General Manager 1500 Perimeter Road West Palm Beach, FL 33406 Email: <u>robert.murphy@signatureflight.com</u>

If to Permittee:

Flyhouse, LLC Address: 7415 Hayvenhurst Place; Van Nuys, CA 91406

Attention: Jack Lambert

Work: 914.837.8734 Email: Jack.Lambert@flyhouse.us

The "Permit" consists collectively of these Basic Provisions and the following attachments (i) General Terms & Conditions; and (ii) Exhibit A – "Third Party Vendor Release".

IN WITNESS WHEREOF, the authorized representatives of Signature and Permittee have executed this Permit as of the later of the dates set forth below.

Signature	
By: The	Δ
Printed Name:	Robert Murphy
	und Warrager
· · · · · · · · · · · · · · · · · · ·	416123
Witneset	

rina jobo.	•
Printed Name:	
Date:	_

Permittee		
	10	1.1
Byc	15	14

By:	974	7.
Printed Name	Jack/F/	Lambert Jr
Title:		<u></u>

Witness:		
Printed N	ame: _	
Date:	•	

Space Permit REV 5/23/2022

Page 2 of 9

Permittee Initials: \_\_\_\_\_ Signature Initials: \_\_\_\_\_

### SPACE PERMIT GENERAL TERMS AND CONDITIONS

1. Basic Provisions. The Basic Provisions preceding these General Terms and Conditions are incorporated herein and binding upon Signature and Permittee. For purposes of this Permit, Signature and Permittee may from time to time be referred to individually as a "Party" and collectively as the "Parties."

2. Term. This Permit shall be for Term as defined above. Permittee shall vacate the Space upon the expiration or earlier termination of this Permit. Permittee shall reimburse Signature for, and indemnify Signature against, all damages, costs, liabilities and expenses, including attorneys' fees, which Signature shall incur on account of Permittee's delay in so vacating the Space. If Permittee's shall not vacate the Space upon the expiration or earlier termination of this Permit, the Base Rent shall be increased to 200% of the Base Rent then in effect and Permittee's obligation to pay Aggregate Rent shall continue, but nothing herein shall limit any of Signature's rights or Permittee's obligations arising from Permittee's railure to vacate the Space, including, without limitation, Signature's right to repossess the Space and remove all persons and property therefrom at any time after the expiration or earlier termination of this Permit and Permittee's obligations and covenants arising pursuant to this permit, including but not limited to its waivers, and obligations to reimburse and indemnify Signature as provided in the preceding sentence or as otherwise set forth in this Permit.

<u>Aircraft</u>. The Hangar Space and/or Ramp Space, as applicable, shall be used and occupied by Permittee for the storage of only the Aircraft.
 Rent.

a. Base Rent. Permittee agrees to pay Base Rent to Signature (a prorated amount if the Term commences on a day other than the first day of the month), and, on the first day of each month thereafter Aggregate Rent (as defined below). Base Rent is payable in advance without notice, setoff, demand or deduction, except as provided in this Permit.

b. Annual Base Rent Adjustment. On the first anniversary of the Effective Date and continuing each anniversary thereafter (each an Adjustment Date"), the thencurrent Base Rent shall be increased by the greater of the following: (i) three and one-half percent (3.5%) or (ii) the "CPI Adjustment". For purposes of this Permit, the "CPI" shall be the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for CPI U (Ai Urban Consumers), for All Urban Consumers, a All Items (1982-1984 = 100). The "CPI Adjustment" shall be an amount equal to the Current Index Number minus the Base Index Number, divided by the Base Index Number. The "Current Index Number" shall be the CPI for the month two (2) months prior to the Adjustment Date. The "Base Index Number" shall be the CPI for the month twelve (12) months prior to the Current Index Number. In the event the compitation and/or publication of the CPI shall be discontinued or materially altered. Signature shall choose a reasonable replacement index. Failure to notify Permittee of such an adjustment shall not waive Signature's right to impose such an adjustment in accordance with the foregoing effective as of the applicable Adjustment Date.

C. Supplemental and Aggregate Rent. In addition to the Base Rent, Permittee shall pay to Signature, on a monthly basis, except for real estate taxes which shall be paid on an annual basis, along with such Base Rent, any and all additional sums other than Base Rent due and owing to Signature as a result of Permittee's tenancy, including but not firmited to the Facility Charge, CAM Charge, and those amounts referenced in Section 4(d) below ("Supplemental Rent"). Base Rent and Supplemental Rent are hereinafter referred to collectively as "Aggregate Rent".

d. Airport Concession Fees and Charges; and Taxes. Permittee agrees to pay Airport concession fees, charges, and/or taxes, which shall be assessed at the rate applicable at the time of each monthly Base Rent payment and subject to change at the Airport's (or Authority's) discretion, as well as all applicable and then-prevailing state and federal taxes relating to Permittee's use and/or the terms and conditions of this Permit, including but not limited to ad valorem and real estate taxes.

e. Common Area Maintenance, (CAM) Charge: Permittee shall pay to Signature monthly, as Supplemental Rent, the Permittee's proportionate share of expenses of every kind paid or incurred by Signature for the operation, upkeep, maintenance, repair or renewal of the Space and Common Use Areas. The CAM Charge shall include, but is not limited to, maintenance and landscaping, fire suppression system maintenance and cartification, security and access controls/phones, utilities, and property insurance. Notwithstanding the foregoing, the CAM Charge shall exclude the following: (1) Master Lease rent; (2) capital improvements; (3) mortgage payments; (4) depreciation; (5) leasing commissions, attorneys' fees, space planning costs; (6) any amounts paid to affiliates of Signature to the extent such amounts exceed amounts that would have reasonably been paid to unrelated third parties for similar services; (7) any of Signatures' overhead and general administration expenses; (8) advertising and promotional expenditures; (9) penalties, fees or interest incurred as a result of Signature's failure to make a payment when due. The CAM Charge shall be adjusted annually.

f. Late Fee. Any payment not delivered within seven (7) calendar days following the date due shall be subject to a late fee equal to the greater of: (i) \$100; or (ii) ten percent (10%) of the amount due, but in no event higher than the maximum rate allowable by law. Any late fee so imposed shall be deemed Supplemental Rent.

5. Security Deposit. Permittee shall deposit the sum of two (2) months' estimated Base Rent ("Security") with Signature as security for the faithful performance by Permittee of its obligations under this Permit. Signature may apply any portion of the Security against any indebtedness which is not paid when due. If Signature pays Permittee's indebtedness from such Security or if Permittee's Base Rent increases, Permittee shall deposit an amount to replenish the Security to the sum of two (2) months' estimated Base Rent within ten (10) business days of Signature's written demand. Payment of any indebtedness from such Security does not waive Signature's right to any other remedy provided by this Permit or by law. Signature shall return any unused portion of the Security, without interest, upon Permittee's performance in full of its obligations under this Permit at the end of the Term

6. <u>Authority</u>, Permittee represents that it is fully authorized to enter into this Permit on behalf of the Permittee and any owner(s) of the Aircraft and to bind the Permittee and the Aircraft owner(s) to the terms and conditions set forth in this Permit.

7. <u>Storage.</u> Permittee shall prohibit the storage, maintenance (including washing), or operation of any motor vehicle, recreational vehicle, or boat in the Space. Permittee covenants and agrees that at no time during the Term will Permittee, together with its agents, employees, contractors, subcontractors, invitees, officers, directors, servants or vendors (collectively, hereinafter referred to as ("Permittee Group"), be permitted to store, maintain or operate any motor vehicle, recreational vehicle, or any vehicle considered to be personal property in, around, or upon the Space.

8. <u>Common Areas.</u> Permittee is authorized to use designated common use areas of the Base, including, but not limited to, restrooms, entry ways, hallways and vending areas, as specified by Signature's local general manager, subject to reasonable rules and regulations imposed by Signature.

9. <u>Security of Personal Property.</u> Permittee is at all times responsible for securing and locking the Aircraft, including but not limited to properly attaching tie down ropes or chains. Signature's performance of any Ancillary Services or providing ropes, chains, or chocks does not constitute Signature's acceptance of responsibility for the Aircraft's overall security. Signature shall not accept keys to Permittee's Aircraft, automobiles, or other vehicles. Signature shall not be responsible for the storage or security of Permittee's personal property, including but not limited to deliveries made to Permittee. Permittee acknowledges that any security or safety measures employed by Signature are for the protection of Signature's own interests; that Signature is not a guarantor of the security or safety of Permittee, is employees, guests, contractors or licensees, or of its property; and that such security and safety matters are the responsibility of Permittee and the local taw enforcement authorities.

10. <u>Utilities.</u> For purposes of this Permit, "Utilities" shall mean heating, cooling, electricity and water. If Permittee requires utilities other than those or in quantities greater than those available at the Effective Date, Permittee is solely responsible to arrange for them, coordinate their installation with Signature's requirements, and pay for such costs, including any impact fees.

11. <u>Master Lease: Alteration of Prevailing Land Rents by Authority.</u> The Master Lease and all amendments thereto, prior to and subsequent to the Effective Date, are incorporated herein and are available for Permittee's inspection and review. The terms and conditions of this Permit shall be subject and subordinate in all respects to the Master Lease, as amended from time to time, and any provision of such Master Lease required to be addressed herein shall be deemed incorporated herein. Signature reserves the right to increase Permittee's then-prevailing monthly Base Rent and/or Supplemental Rent by a corresponding amount of any Increase imposed upon Signature including but not limited to any increase imposed by the Authority or any other authority having jurisdiction over the Airport and Signature's teasehold interest by changes in rules, regulations, ordinances, orders, decrees, or any law resulting in an increase in the prevailing land rents or concession fees, etc. applicable to Signature of any Increase allowable pursuant to this Paragraph 11; provided however that failure to deliver such notice shall not be deemed a waiver of Signature's right to such payment.

12. Taxes. Additionally, Permittee agrees to pay all such taxes and assessments, which are assessed against or provided to Signature for personal property in the care, custody and control of Permittee located in, on or about the Space. Signature agrees to furnish Permittee promptly with all pertinent official tax bills, statements, invoices, and assessments consistent

Space Permit REV 5/23/2022

Page 3 of 9

Permittee Initials: Signature Initials

:

. :

. :

i

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

13. <u>Signature Ancillary Services.</u> It is acknowledged by the Parties that other services not described in this Permit may be requested by Permittee for the Aircraft (or on behalf of the Aircraft owner/operator) to be performed by Signature. Such ancillary services may include, but are not limited to, the sale of aircraft parts and components, temporary hangar space, the performance of aircraft maintenance and avionics, fueling, defueling, defueling, deciding and interior/exterior cleaning (collectively, "Ancillary Services"). Signature agrees to furnish and/or perform such Ancillary Services at the request of the Permittee at Signature's prevailing and locally-established rates or as otherwise negotiated between Signature local management and Permittee. Such requests may be made by Permittee verbally or in writing. If such Ancillary Services are provided, Permittee agrees to pay Signature for all such work, which shall be subject to all of the terms and conditions of this Permit. Any sums due and owing to Signature as a result of its provision of Ancillary Services shall be Supplemental Rent unless paid for at the time of service.

14. Prohibited Uses. Permittee shall not use the Space for any use which is not expressly allowed by the Master Lease or any applicable rule or regulations, and further, Permittee shall not allow the use of the Space for the operation of a fixed base operation or any business substantially similar to any portion of Signature's authorized general or commercial aviation operations at the Airport. Permittee expressly warrants and represents without limitation that it shall not at any time during the term of this Permit undertake for itself or cause to be undertaken through others, including, but not limited to its employees, agents, subcontractors, or invitees, any services permitted to Signature under the Master Lease, including, but not limited to the following:

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

15. Third Party Vendors. Any third party seeking access to any part of the Space and/or the Base to perform any commercial activity ("Third Party Vendor") may enter Signature's leasehold (including the Space) only after the Third Party Vendor has:

- a. Executed the Vendor Release, an exemplar of which is attached as Exhibit A;
- b. Provided Signature with a Certificate of insurance for the requisite insurance coverage; and,
- c. Obtained written authorization for entry from Signature via its execution of the Vendor Release.

Permittee shall bear any and all costs associated with ensuring such Third Party Vendors fully comply with any and all prevailing Airport and government regulations, including, but not limited to, authorization to perform services by the Authority through Signature, those of the Federal Aviation Administration ("FAA") and the Transportation Security Administration ("TSA") for all purposes, including, but not limited to security, Identification, and clearance for access. Permittee agrees that at no time shall it or its Third Party Vendor's activities Infringe upon the ability of Signature's other customers or Signature to conduct business or operate aircraft, including, but not limited to, ingress and egress from the Space and/or Signature's leasehold. **16.** <u>Termination of Master Lease</u>. If the Master Lease is terminated or abated, such termination or abatement shall cancel or abate this Permit and Permittee shall look to Signature's successor-in-interest or to the Authority for relief or continuance of Its rights as established in this Permit. Permittee shall have the right to remove all of its fixtures, equipment,

Signature's successor-in-interest or to the Authority for relief or continuance of its rights as established in this Permit. Permittee shall have the right to remove all of its fixtures, equipment, personal property and other property from the Space deemed to be removable or non-improvement provided Permittee shall repair any damage to the Space as a result of such removal. **17.** Destruction or Condemnation of Space. If, after the Effective Date, any significant portion of the Space is destroyed by fire or other casualty, Permittee or Signature shall have the option upon written notice to the other Party to terminate its obligations under this Permit provided Permittee shall not exercise such right in the event such destruction or casualty arises either directly or indirectly from Permittee's acts or omissions. If all or part of the Space is taken or condemned by any authority for any public use or purpose, which renders the Space untenantable or unusable, this Permit shall terminate as of the date title vests in such authority, and the Aggregate Rent shall be apportioned as of such date.

18. Acceptance: Maintenance: Surrender.

a. Permittee accepts the Space in its "as is" condition on the Effective Date of this Permit and Signature shall have no liability or obligation to make any alterations or improvements of any kind on or about any portion of the Space. Permittee shall not alter the Space in any fashion without the prior witten consent of Signature, which may be withheid in Signature's sole discretion. Upon the expiration or termination of this Permit, all fixtures installed or additions and improvements made to the Space, specifically excluding furniture and Permittee's trade fixtures, shall, at Signature's option (to be exercised in its sole discretion) either (i) become the property of Signature and shall remain in the Space, without compensation or payment to the Permittee, unless otherwise agreed to in writing by Permittee and Signature, or (ii) be promptly removed by Permittee, and Permittee shall, at its sole discretion by the Space (normal wear and tear excepted) and repair any damage resulting from the removal of the additions and improvements.

b. Subject to section 4.e. herein, Signature is responsible for coordinating all necessary maintenance and routine repair to the Space, specifically excluding any Permittee requested improvements to the space as set forth in Section 18.a. herein. Permittee shall be responsible for all maintenance and repair costs arising from the acts or omissions of the Permittee Group. Permittee shall be responsible for keeping the Space dean and orderly, including the removal of trash and debris from the Space and for complying with applicable rules and regulations for the operation of equipment and Permittee's business within the Space. The cost of janitorial services to the Space shall be the responsibility of Permittee. Permittee shall have the exclusive right to engage a janitorial service provider of its choice,

C. Pennittee shall not perform or conduct any operation that in any way adversely impacts the structural integrity of any portion of the Space or which accelerates its ordinary deterioration.

d. Upon the expiration, or earlier termination, of the Term, Permittee shall Immediately remove its personal property and surrender the Space to Signature in good repair and broom clean condition, ordinary wear and tear excepted.

e. Signature and the Authority may enter the Space at all reasonable times for the purpose of routine inspections of the Space, or any other purpose reasonably necessary to protect Signature's or Authority's interest in the Space or to perform Signature's or Authority's duties under this Permit.

19. Signage. Permittee shall not place or permit to be placed in or on the Space any signs or insignias without Signature's and, if applicable, the Airport's written consent, in the sole discretion of such parties.

20. <u>Non-Exclusive Easements</u>. Signature grants to Permittee a non-exclusive easement to transition Permittee's Aircraft, if applicable, to and from the Hangar Deck Space or other aircraft storage space controlled by Signature to an Airport taxiway and to provide ingress and egress to and from the Space for authorized vehicles, including, all vehicles and other equipment required by Permittee's employees, vendors, contractors and authorized subcontractors. All vehicles and vehicle operators shall fully comply with Signature's and the Authority's rules and regulations regarding Airport and Aircraft Operations Area (AOA) access.

Space Permit REV 5/23/2022

Page 4 of 9

Permittee initials:

:

21. <u>Airport Security.</u> Permittee and the Permittee Group shall comply at its own expense with all applicable security requirements, including, but not limited to, those of Signature, Federal Aviation Regulations ("FAR") and the TSA, any Airport Security Program, all as amended from time to time. Permittee shall take all action necessary or as directed by Authority to ensure that members of the Permittee Group comply with such requirements. If Signature or the Authority incur any fines as a result of the acts or omissions of the Permittee and/or the Permittee Group, Permittee agrees to pay all such fines and penalties in accordance with its indemnification obligation set forth herein and to cure any security deficiency immediately. Signature and the Authority reserve the right to take whatever action necessary to cure any security deficiency if Permittee fails to remedy the security deficiency promptly and to be reimbursed any and all costs and expenses associated with such action.

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

#### 23. Insurance, a.

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

  - Aircraft hult: All risk eircraft hull insurance for 100% of total aircraft cost insuring against loss to aircraft or other property Aircraft liability: Aircraft liability insurance (ground/flight) with a minimum combined single limit at least equal to the regulsite commercial general

liability (below) covering bodily Injury (including passengers) and property damage

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

- (1) Commercial General

  - (a) Office Space only: Combined single limit \$1,000,000 per occurrence
     (b) Turbo Jet Aircraft: Combined single limit \$5,000,000 per occurrence\*
     (c) Turbo Prop Aircraft: Combined single limit \$3,000,000 per occurrence\*
  - (c) (d) Piston/Reciprocating Aircraft: Combined single limit \$1,000,000 per occurrence\*
  - Aggregate for products and completed operations. The requirement to carry third party products and completed operations liability coverage shall be conditionally waived if Permittee does not offer goods or services to third parties. This conditional waiver shall be automatically revoked and Permittee shall obtain the requisite coverage if Permittee subsequently offers goods or services to third parties. Motor Vehicle: Combined single limit \$5,000,000 per occurrence
  - (2) (a) This coverage is conditionally waived if Permittee does not have a motor vehicle that is both (1) registered in its name and (2) driven on Signature's ramp. If Permittee subsequently registers a vehicle in its name and uses it to drive on the ramp, the waiver shall be automatically revoked and Permittee shall obtain the requisite coverage. Environmental / pollution: Combined Single Limit \$1,000,000 per occurrence
  - (3)

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

ili. Property

(1)

<u>All Risk Property</u>: Full Replacement Value of any alteration or improvement to the Space Installed by Permittee (a) This coverage shall be conditionally waived if Permittee does not perform any alterations to the Space. This conditional waiver shall be automatically revoked and Permittee shall obtain the requisite coverage if Permittee subsequently alters or improves the Space. iv, Worker's Compensation & Employer's Liability

(1) (2)

- Worker's compensation: The greater of \$500,000 or as required by statute Employer's liability; \$500,000 each occurrence for bodily injury by accident
- \$500,000 each occurrence for bodily injury by disease

\$500,000 aggregate policy limit (a) Employer's liability coverage shall be conditionally waived if Permittee does not have any employees. This conditional waiver shall be automatically revoked and Permittee shall obtain the requisite coverage if Permittee subsequently hires employees.

automatically revoked and Permittee shall obtain the requisite coverage if Permittee subsequently hires employees.
 b. Insurers: Special Provisions For Certificates of Insurance: The Insurance required to be carried by Permittee pursuant to the terms of this Agreement shall be effected under valid and enforceable policies issued by reputable and independent insurers permitted to do business in the State in which the Space is located, and rated in Best's Insurance Guide, or any successor thereto (or if there be none, an organization having a national reputation) as having a general policyholder rating of "B++" or greater and a financial rating of at least "XIII." All such required liability insurance, except (1) worker's compensation and (2) employer's liability shall name (exactly as set forth in quotations) "Signature Flight Support LLC, its parent, subsidiaries, related, and affiliated companies and the Authority" as additional insurance maintained by it, or that pursuant to this Permittee be none; state of the extent that such loss, damage or liability is covered by valid and collectible insurance maintained by it, or that pursuant to this Permit should have been maintained by it, Permittee hereby waives all rights of recovery against Signature and the Authority". All required insurance policies shall be evidenced by certificates of insurance that provide at least thirty (30) days advance written notice of any cancellation or changes adverse to the interests of Signature or its subsidiaries. Permittee may send insurance certificates to the Signature insurance Permittee Signature flight Support LLC, 13485 Veterans Way, Attention: Real Estate 5<sup>th</sup> Floor, Orlando, FL 32827; or (ii) by email to Signature in order to enforce Permittee's and expenses incurred by Signature in order to enforce Permittee's complemental Rent herounder.

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

d. Permittee shall ensure that the certificates of insurance, with respect to the insurance requirements described above, shall state that such coverage is primary and without right of contribution from any insurance carried by Signature and that the liability assumed by Permittee under this Agreement has been specifically insured under the policies above, but such insurance in no way limits Permittee's liability hereunder.

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

Minimum insurance dollar limits required of Signature; Signature shall at all times during the Term, at is sole cost and expense, maintain the same types and amounts of insurance required under the Master Lease.

### 24. Indemnification.

Permittee's Indemnification. Permittee shall be liable for the acts or omissions of the Permittee Group without limitation and further agrees to indemnify, defend, and forever hold harmless Signature, the Authority and their respective officers, directors, employees, agents, servants, contractors, subcontractors, vendors, invitees (collectively, the "Signature Group") from and against any and all claims, liabilities, losses, demands, fines, suits, penalties, actions, judgments or other expenses, including, but not limited to, FAA and TSA

Space Permit REV 5/23/2022

Page 5 of 9

Permittee Initials Signature Initials

fines or assessments, reasonable attorneys' fees and costs (collectively, "Damages") incurred by the Signature Group and arising from any negligent acts or ornissions of the Permittee Group; provided, however, that this indemnify does not apply to Damages caused by the negligence of Signature and its respective officers, directors, and employees. Such indemnification is subject to and limited by Paragraph 22 Limitation of Liability.

Signature's Indemnification. Signature shall be liable for the acts or omissions of Signature and its respective officers, directors, and employees without limitation b. and further agrees to indemnify, defend, and forever hold harmless the Permittee Group from and against any and all barnages incurred by the Permittee Group and arising from any negligent or willful acts or omissions of Signature and its respective officers, directors, and employees; provided, however, that this indemnify does not apply to Damages caused by the acts or omissions of the Permittee Group. Such indemnification is subject to and limited by Paragraph 22 Limitation of Liability.

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

#### 25. Environmental Removal and Disposal.

(11)

 Compliance with Environmental Regulation. Permittee is solely responsible for the proper removal and disposal of all hazardous substances, hazardous wastes
 and petroleum products as defined and regulated under applicable local, state, or federal law (collectively, "Regulated Substances") that Permittee, or Permittee Group, generates or
 otherwise brings, or causes to be brought onto the space or Airport. Such removal and disposal shall include, but not be limited to, proper documentation of such Regulated Substances
 under its assigned Environmental Protection Agency ("EPA") Identification Number in Permittee's name. Permittee agrees to provide Signature, upon request, with the required EPA
 identification number and copies of any and all documentation in Permittee's name. Permittee shall comply with any and all applicable local, state and federal law and any and all Airport
 requirements in such removal and disposal. Additionally, Permittee is solely responsible for any and all environmental contamination that impacts the Space or any portion of Signature's
 mean buch removal and disposal. Additionally, Permittee is note in pervisite a contamination that impacts the Space or any portion of Signature's
 machine at complex environmental contamination that impacts the Space or any portion of Signature's schold premises as a result of the Permittee Group's storage or handling of any Regulated Substances on, in or at the Space.

b. Environmental Audits. Permittee acknowledges that Signature may enter the Space from time to time to conduct environmental audits. If such environmental audit erveals the presence of contaminants in excess of acceptable levels under applicable law as a result of Permittee's use of the Space, Signature shall serve written notice to Permittee to correct the conditions within seven (7) days. Permittee shall act diligently to remove any and all such contaminants and to take all such prompt action necessary to satisfy Signature and any authorities having jurisdiction over the Space that proper remediation has occurred as described above. If Permittee fails to act within the seven (7) day period, Signature may act to correct the conditions and shall be entitled to reimbursement for any and all costs directly or indirectly associated with such corrective action.

Indemnification by Permittee. Permittee shall indemnify, defend, and forever hold harmless the Signature Group from and against all environmental claims, C. liabilities, damages, fines, penalties, losses or impairments, including, but not limited to, any penalty or fine Imposed by any governmental agency and the expense of cleaning up or disposing of any Regulated Substances, as well as any and all reasonable attorneys' fees (collectively, "Environmental Damages") resulting from the use and occupancy or any negligent act or omission of the Permittee Group. Permittee shall not be responsible for any type of Environmental Damages or any environmental conditions that existed before the Effective Date of the first space permit entered into between the parties (or their predecessors), except to the extent the Permittee Group exacerbates any such issue or matter. The indemnities set forth herein Paragraph 25(c) shall survive the termination or expiration of this Permit.

d. Environmental Protection Procedures. Permittee shall conduct its operations to meet or exceed requirements set forth in applicable local, state, and federal laws and in accordance with safe and proper industry practices in order to prevent environmental accidents. Such practices include but are not limited to the following: (1)

- Permittee shall at all times protect the drain from spills of Regulated Substances and agrees to instruct all its employees, agents, servants, contractors, subcontractors, invitees, and other representatives in writing regarding such requirement and the proper operation and maintenance of this drainage system, and immediately notify Signature of any discharge: Permittee shall properly label all containers and shall not place or maintain open containers outside of the Space; Permittee shall cover all trash containers placed or maintained outside the Space.

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

27. <u>Brokers.</u> The Parties acknowledge that no broker was in any way involved consummating this Permit and that no conversations or prior negotiations were had with any broker. The indemnities in Paragraph 24, above, shall be applicable to claims by any broker for a brokerage commission arising out of this Permit.

28. Notice. Any notice or demand required under this Permit may be by personal service, courier, recognized overnight delivery service, or United States mail (certified mall/postage prepaid only). Notices served by United States mail are deemed properly delivered effective the third (3rd) business day and personal service, courier service and recognized overnight delivery service are deemed served at the time and date of receipt confirmation provided that such notice is addressed to the Permittee as set forth in the Basic Provisions.

#### 29. **Default; Remedies**,

a. It shall be considered a "Default" pursuant to this Permit if (i) Permittee fails to make, within fourteen (14) calendar days of the date due (the "Grace Period"), payments of Aggregate Rent or any other payment required herein; (ii) Permittee shall fail to perform any non-monetary covenant herein, and such default shall continue for a period of thirty (30) days or such period of time as otherwise specified in this Permit after receipt of written notice of the default from the non-defaulting Party, provided, however, that if such Default is not reasonably susceptible to cure within such thirty (30) day period, Permittee shall be permitted the reasonable additional time as may be required to pursue, through its best and most Is not reasonably susceptible to core white some user unity (so) cay period, Permittee shall be permittee in the assonable additional thirty additional thirty (so) cay period, Permittee shall be permittee in the sonable additional thirty (so) cay period, Permittee shall be permittee additional thirty (so) cay period, Permittee shall be permittee additional thirty (so) cay period, Permittee shall be permittee additional thirty (so) cay period, Permittee shall be permittee additional thirty (so) cay period, Permittee shall be permittee additional thirty (so) cay period, Permittee shall be permittee additional thirty (so) cay period, Permittee shall be permittee in the shall be permittee additional thirty (so) cay permittee additional thirty (so) cay permittee shall be permittee shall be permittee additional thirty (so) cay permittee assigns, (iv) permittee assigns, the permittee assigns (including a petition for reorganization or an arrangement) or under any other debtor protection laws; (v) Permittee assigns, transfers or encumbers this Permit without Signature's express and advance written authorization; or, (vii) there is a seizure of this Permittee or the Space or any part thereof, upon execution or by other process of law directed against Permittee, or upon or subject to any creditor's attachment. The Grace Period referenced above with respect to monetary payments shall be revoked willhout further notice to Permittee in the event Permittee fails more than two (2) times to timely deliver any payment when due (crearding of a card) are shall be proceed with the payment when due to card advance of analy is any data to be proceed to the payment when due (crearding of a card) are shall be revoked with the termittee in the event Permittee fails more than two (2) times to timely deliver any payment when due (crearding of a card) and the permittee fails more than two (2) times to timely deliver any payment when due (crearding of a card) and the permittee fails more than two (2) times to timely deliver any payment whe (regardless of cure) in any given consecutive twelve (12) month period.

b. In the event of any Default hereunder, Signature shall have the right to pursue any combination of the following remedies: (1) terminate this Permit; (ii)remove the Aircraft and other personal property from the Space and relocate the Aircraft to any location on the ramp upon termination and without notice and Permittee hereby waives any right or claim Archart and other personal personal personal property form the Space and relocate the Airchart of any location on the ramp opportermination and window to the area of the relation of the relation of the relation of the relation of the ramp; (iii) declare all Aggregate Rent and other amounts payable hereunder for the balance of the Term to be immediately due and payable; (iv) perform any of Permittee's obligations and Permittee shall relimbures Signature for any and all costs and expenses incurred, including attorneys' fees, plus an administrative fee equal to ten percent (10%) of such costs, with a minimum of \$100.00; (v) Signature may enter the Space and proceed to sell, in a commercially reasonable manner, all goods, chattels and personal property found to offset any portion of Aggregate Rent and outstanding additional payments and Permittee shall pay all

Space Permit REV 5/23/2022

Page 6 of 9

stal Permittee Initials: Signature Initials:

i

-----

costs and expenses incurred or chargeable to Signature as a result of such sale; (vi) Signature may, at Signature's sole option, alter or repair the Space as necessary in order to relet the entire or any part or parts of it either in Signature's name or otherwise on terms at Signature's option which may be less than or greater than the balance of Permittee's Term. No re-entry, alteration, repair or releting shall be construed as Signature's election to terminate this Permit unless Signature has indicated otherwise. Permittee for Permittee's and Permittee's successors and assigns hereby irrevocably constitutes and appoints Signature as its agent to collect the rents due and to become due under any of Permittee's permit for the Space (or any parts thereof) without in any way affecting Permittee's obligation to pay any unpaid balance of Aggregate Rent due or to become due hereunder. In addition to the foregoing, Signature is entitled to all rights and remedies available to it at law or equity.

c. If either Party institutes an action to enforce its rights under this Permit, the prevailing Party shall be reimbursed by the other Party for its reasonable altorneys' fees in addition to any other recoverable damages.

d. If Signature shall fail to perform or observe any covenant or requirement of this Permit, and such failure continues for a period of thirty (30) days following receipt of written notice from Permittee of such failure (provided that such time period shall be reasonably extended for so long as Signature diligently prosecutes such cure), Permittee shall have the right to terminate this Permit by written notice to Signature.

e. Permittee agrees that any amounts outstanding beyond any grace or cure period set forth in this Permit shall bear interest at the rate of one and one-half percent (1.5%) per month of the delinquent amount, but in no event shall the foregoing exceed the maximum amount allowable by applicable law.

30. Independent Contractor. The relationship between the Parties shall be that of independent contractors for all purposes and in no event shall persons employed or retained by either Party be employees or agents of the other.

31. <u>Force Majeure.</u> Except for the payment of Aggregate Rent and any other sums due hereunder by Permittee, neither Party shall be liable for its failure to perform under this Permit or for any loss, injury, damage or delay of any nature that is caused by any act of God, act of terrorism, act of nature, fire, flood, wind storm, strike, labor dispute, riot, insurrection, war or any other cause beyond either Party's control, providing, however, should the force majeure continue for more than sixty (60) days, either Party may terminate this Permit upon ten (10) days' written notice.

32. Governing Law. This Permit shall be construed, interpreted, and enforced in accordance with the laws of the state in which the Space is located.

33. WAIVER OF JURY TRIAL. THE PARTIES HEREBY WAIVE THEIR RIGHT TO TRIAL BY JURY.

34. <u>Assignment and Subletting</u>. Permittee shall have no right to assign, transfer, mortgage, pledge, hypothecate or encumber this Permit or any interest herein or sublet the Space or any part thereof, or permit the use of the Space by any other party without Signature's prior written consent which may be withheld in its sole discretion. Signature's written consent to such a transaction shall not be deemed a release of Permittee from the obligations of this Permit, unless otherwise stated in writing by Signature. Any such contemplated assignment or subletting may further be subject to advance, written approval by the Authority. The use of the Space by any aircraft other than the Aircraft defined above shall be subject to Signature's prior written approval, which may be withheld in its sole discretion. Any such transactions in violation of the foregoing requirement shall be considered null and void and shall constitute an immediate Default, for which no cure period is available; provided however that the obligations of Permittee hereunder shall remain in full force and effect, including but not limited to the insurance, waiver and indemnification provisions, notwithstanding such a transaction or change of aircraft.

35. <u>Fuel Purchases</u>. Unless Permittee occupies Office or Shop Space only, Permittee agrees to purchase reasonable and substantial quantities of fuel from Signature in connection with the operation of the Aircraft based or otherwise operated from the Space in exchange for Signature furnishing Permittee the use of Signature's general aviation terminal facilities and amenities, as well as furnishing other basic and customary Ancillary Services related to the Aircraft based or operated from the Space. Such fuel purchases constitute an integral part of the basis of bargain and material consideration for Signature to enter into this Permit at the rental rates set forth herein.

36. <u>Aircraft Towing</u>. Signature shall have the primary responsibility to tow Aircraft at the Airport as one of the Ancillary Services offered by Signature. The Permittee Group agrees not to undertake the towing/repositioning of the Aircraft, except in the event of an emergency. "Emergency" is defined as an unanticipated and sudden event in which the safety, security or integrity of an Aircraft or a person, or their property, is in imminent peril or jeopardy. Permittee shall indemnify, defend and hold harmless the Signature Group from and against any and all damages resulting from towing by Permittee.

37. <u>Time of Essence.</u> Time is of the essence in this Permit.

38. Amendment. No amendment, modification or alteration of the terms of this Permit shall be binding unless it is in writing and executed by both Parties.

39. Entire Agreement. All Exhibits attached hereto are fully incorporated into the terms and conditions of this Permit. This Permit constitutes the entire agreement and all prior correspondence, memoranda, negotiations, or understandings (written or oral) and are merged into and superseded by this Permit, excepting the Parties' joint and several obligations under the Master Lease. This Permit shall be interpreted simply according to the plain meaning of its terms and not strictly for or against with Party regardless of which Party drafted it.
 40. Severability. If any authority with proper jurisdiction determines that any provision is itlegal, unenforceable, or invalid in whole or in part for any reason, all valid and enforceable

40. <u>Severablity</u>. It any authority with proper jurisdiction determines that any provision is flegal, thentorceable, or invalid in whole or in part for any reason, all valid and enforceable provisions remain unaffected.
41. Applicability. The provisions of Paragraph 22 and Paragraph 24 shall hind Permittee and Signahure with respect claims. Josses, and damages arising with respect to the Space.

41. <u>Applicability.</u> The provisions of Paragraph 22 and Paragraph 24 shall bind Permittee and Signature with respect claims, losses, and damages arising with respect to the Space and all additional services performed by Signature with respect to the Permittee Group and its property (including the Aircraft) throughout the Base and at any other fixed base operation owned, operated, managed or controlled by Signature.

42. <u>Election of Remedies.</u> The Parties' rights and remedies are cumulative and in addition to all other rights and remedies at law and equily. No action initiated by either Party shall be construed or interpreted as a sole election of remedies and will in no way diminish, restrict, prejudice or otherwise waive any other rights or remedies.

43. <u>Authority Consent Required.</u> Permitlee acknowledges that, pursuant to the provisions of the Master Lease, Signature may be required to obtain Authority's written consent to this Permit, and accordingly, if applicable, the obligations, understandings and commitments of the Parties as set forth herein are expressly subject to obtaining such Authority consent.
 44. Estopped Certificates. Permittee shall, within fifteen (15) days after any written request from Signature. execute, acknowledge and deliver a statement certifying certain facts.

44. Estoppel Certificates. Permittee shall, within fifteen (15) days after any written request from Signature, execute, acknowledge and deliver a statement certifying certain facts regarding his Permit, including but not limited to confirming the effectiveness of this Permit and the status of any defaults thereunder and/or such other matters as Signature may reasonably request. Any such statement may be relied upon by or as may be requested by Signature, its lenders, insurance carriers, auditors, and prospective purchasers. If Permittee shall fail to execute and return such statement within the time required herein, Permittee shall be deemed to have agreed with the matters set forth therein.

45. <u>Relocation</u>. Notwithstanding any provision of this Permit to the contrary, Signature shall have the right to temporarily relocate the Aircraft to reasonably similar space at the Base without prior notice to Permittee. Signature shall have the option to permanently relocate the Space upon thirty (30) days' prior written notice to Permittee and at Signature's sole cost and expense. In the event Permittee objects to such permanent relocation, Permittee may elect to terminate this Permit by written notice delivered to Signature within fifteen (15) days of receipt of the foregoing notice from Signature with such termination effective upon the thirleth (30<sup>th</sup>) day following said notice from Signature. In addition to the foregoing, Signature shall have the right, but not the obligation, to relocate any Aircraft which is not airworthy from the Space to another portion of the Base in Signature's sole discretion.

46. <u>Non-Waiver</u>. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or default not expressly identified by such written waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

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

48. Inclement Weather. In the event of any inclement weather (each event, a 'Storm') Permittee hareby requests that Signature continue to store the Aircraft in the Hangar Space during the period that the Storm may strike or adversely affect the Hangar Space. In consideration of such storage, and notwithstanding any other agreement, lease or license, whether verbal or In writing, to the contrary, Permittee confirms that Permittee assumes all risk that the Aircraft may be damaged or destroyed by the effects of the Storm while in storage in the Hangar Space. Signature makes no warranties or representations of any kind that the Aircraft and be protected from the effects of the Storm. Permittee agrees to indemnify, hold harmless, release and defend Signature and the Signature Group from any and all Damages arising out of any effects of a Storm. Permittee shell be solely responsible for any such losses or it will took solely to its insurance coverage. Permittee walves all rights of subrogation for itself and its insurance carriers.

Space Permit REV 5/23/2022

Page 7 of 9

E Permittee Initials: Signature Initials

÷

;

Remainder of page intentionally left blank.

Space Permit REV 5/23/2022

Page 8 of 9

•

Permittee Initials: Signature Initials:

•••••••

·

÷

### Exhibit A Third Party Vendor Release ("Release")

SIGNATURE FLIGHT SUPPORT LLC, a Delaware limited liability company, ("Signature"), which maintains a Fixed Base Operation ("FBO") at Airport, \_\_\_\_\_\_, Airport, \_\_\_\_\_, Airport, by its execution hereof, hereby authorizes the following person or entity, ("Vendor"), to enter the FBO premises on a temporary basis, consistent with the terms and conditions hereinafter stated. Vendor. The name, address, and telephone number of the Vendor are as follows: 1. Name: Address: Telephone: Email: Service provided ("Service"):

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

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

4. <u>Indemnification.</u> Vendor agrees to indemnify, defend and hold harmless Signature and the Airport, their respective officers, directors, agents and employees and Signature's parent, subsidiary, related and affiliated companies from and against any and all liabilities, damages, injuries, losses, claims, fines, penalties or judgments, of any kind whatsoever (including those arising from third parties), including all costs, attorneys' fees, and expenses incidental thereto, which may be suffered by, or charged to, Signature by reason of any loss of or damage to any property or injury to or death of any person arising out of or by reason of any breach, viciation or non-performance by Vendor or its agents, servants, consultants, contractors, subcontractors, licensees or employees of any covenant or condition of this Release or by any act or failure to act or negligence of such persons. 5.

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

i. Llability - Airport Premises

(3)

(1) (2) Commercial general Motor vehicle

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

- This coverage is conditionally waived if Vendor does not have a motor vehicle that is both (1) registered in its name and (a)(2) driven on Signature's ramp. If Vendor subsequently registers a vehicle in its name and drives on the ramp, the waiver shall be automatically revoked and Vendor shall obtain the requisite coverage.
- Combined Single Limit \$5,000,000 per occurrence. Environmental / pollution

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

Worker's Compensation & Employer's Liability

(1) Worker's compensation (2)Employer's llability

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

\$500,000 aggregate policy limit

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

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

Signature Flight Support LLC	Vendor:
Ву:	Ву:
Name:	Name:
Tide:	Title:
Date:	Date:

Space Permit REV 5/23/2022

Page 9 of 9

Permittee Initials Signature Initials

:

•

,

•• • • • • •

# CONSENT TO SUBLEASE

**PALM BEACH COUNTY,** a political subdivision of the State of Florida, (the "County"), by and through its Department of Airports, under that certain Lease Agreement with Signature Flight Support LLC, (the "Lessee"), dated September 30, 2004, (R-2004-1990, as amended), (the "Lease Agreement"), hereby consents to Lessee entering into an Office-Shop Space Permit with Vortech Aviation LLC, (the "Sublessee"), effective as of January 1, 2022, (the "Sublease") for the sublease of space contained within the leasehold of Lessee under the Lease Agreement, as summarized in the attached " Office-Shop Space Permit".

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

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

APPROVED this <u>30</u> day of <u>August</u> 20 <u>31</u>, by the County Administrator or the Director of the Department of Airports on behalf of and pursuant to the authority granted by the Board of County Commissioners.

Director of Airports Title:

Approved as to Form and Legal Sufficiency:

By: the Achen \$/29/23 County Attorney

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

# **OFFICE-SHOP SPACE PERMIT**

### "Effective Date": 1/1/2022

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

# "Permittee": Vortech Aviation LLC

"Master Lease": Signature and Palm Beach County ("Authority') entered into a lease ("Master Lease") for certain land (the "Base") at the Palm Beach Airport in West Palm Beach ("Airport"), all as more particularly described in the Master Lease, as amended from time to time.

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

Building Name	Space Type (Hangar/T-Hangar) (Office/Shop/Ramp)	Rentable Square Feet	Suite Number	Monthly Base Rent
Hangar A	Stock Locker	72	Shared locker office	\$159.00
	thly "Facility Charge" thly "CAM Charge" <sup>1</sup>		<u></u>	\$16.00
TOTAL MONTH	LY BASE RENT	· · · · · · · · · · · · · · · · · · ·	·	\$175.00

Charge is based on Permittee's proportionate share of actual reimbursable expenses from immediately preceding year and is subject to annual adjustment.

"Space": Permittee shall, during the Term hereof, have access to and use of certain portions of the Base (collectively listed above), as follows, collectively:

1. "Office Space" (listed above) means the exclusive use of the area listed above for the sole purpose of general office purposes related to the operation of Permittee's aviation business.

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

"Term": This Space Permit ("Permit") shall be for an initial term, commencing upon the earlier of the Effective Date ("Effective Date") or the date on which Permittee actually took occupancy of the Space and expiring 12/31/2023 ("Term").

"Security Deposit": \$ 318.00

SFS Office-Shop Space Permit

Permittee Initia

### Addresses for Notices:

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

With a copy to: Signature Flight Support LLC Attention: Manager, Contracts 13485 Veterans Way, Suite 600 Orlando, Florida 32827 legalnotices@signatureaviation.com

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

West Palm Beach, FL, 33406

Email: Daniel.Lyon@signatureflight.com

If to Permittee: Vortech Aviation LLC Attention: Jorge M. Alva 101 Charles Lindbergh Drive Teterboro, NJ, 07608 Phone: 201-522-5259 Email: Jorge.alva@vortechsaviation.com

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

IN WITNESS WHEREOF, the authorized representatives of Signature and Permittee have executed this Permit as of the later of the dates set forth below.

Signature 1			Permittee
By: GALY		_	By: Jorge M. aura
Printed Name: Davie Lyon			Printed Name: Jorge M. AWA
Title: CREWERAL MANAGE	<u>-</u>	÷	Title: <u>PZESIDENT</u>
Date: 2/22/2/		****	Date: 2-21-2022
Witness:	<u>.</u>		Witness:
Printed Name:	<u> </u>		Printed Name:
			G
pe-Shop Space Permit	· <b></b> ·		Permittee Initials:

SFS Office-Shop Sp

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

1. <u>Basic Provisions</u>. The Basic Provisions preceding these General Terms and Conditions are incorporated herein and binding upon Signature and Permittee. For purposes of this Permit, Signature and Permittee may from time to time be referred to individually as a "Party" and collectively as the "Parties."

Term. This Permit shall be for Term as defined above. Permittee shall vacate the Space upon the expiration or earlier termination of this Permit. Permittee shall reimburse 2. <u>Letth</u> this Permit shall be for term as beined above. Permittee shall vacate the Space upon the expiration or earlier termination of this Permit. Permittee shall reimburse Signature for, and indemnify Signature against, all damages, costs, liabilities and expenses, including attorneys' fees, which Signature shall hour on account of Permittee's delay in so vacating the Space. If Permittee shall not vacate the Space upon the expiration or earlier termination of this Permit, the Base Rent shall be increased to 200% of the Base Rent then in effect and Permittee's obligation to pay Aggregate Rent shall continue, but nothing herein shall limit any of Signature's rights or Permittee's obligations arising from Permittee's failure to vacate the Space, including, without limitation, Signature's right to reposses the Space and remove all persons and property therefrom at any time after the expiration or earlier termination of this Permit and Permittee's obligations and coveriants arising pursuant to this permit, including but not limited to its weivers, and obligations to reimburse and indemnify Signature as provided in the preceding sentence or as otherwise set forth in this Permit. 2

3. Aircraft. The Hangar Space and/or Ramp Space, as applicable, shall be used and occupied by Permittee for the storage of only the Aircraft. 4 Rent.

a. Base Rent. Permittee agrees to pay Base Rent to Signature (a prorated amount if the Term commences on a day other than the first day of the month), and, on the first day of each month thereafter Aggregate Rent (as defined below). Base Rent is payable in advance without notice, setoff, demand or deduction, except as provided in this Permit.

Annual Base Rent Adjustment. On the first anniversary of the Effective Date and continuing each anniversary thereafter (each an "Adjustment Date"), the thenb. current Base Rent shall be increased by the greater of the following: (i) three and one-half percent (3.5%) or (ii) the "CPI Adjustment". For purposes of this Permit, the "CPI" shall be the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for CPI U (All Urban Consumers), for All Urban Consumers, All Ilems (1982-1984 = 100). The "CPI Adjustment" shall be an amount equal to the Current Index Number minus the Base Index Number, divided by the Base Index Number. The "Current Index Number" shall be the CPI for the month two (2) months prior to the Adjustment Data. The "Base Index Number" shall be the CPI for the month twelve (12) months prior to the Current Index Number. In the event the compilation and/or publication of the CPI shall be discontinued or materially altered, Signature shall choose a reasonable replacement index. Failure to notify Permittee of such

c. Supplemental and Aggregate Rent. In addition to the Base Rent, Permittee shall pay to Signature, on a monthly basis, except for real estate taxes which shall be paid on an annual basis, along with such Base Rent, any and all additional sums other than Base Rent due and owing to Signature as a result of Permittee's tenancy, including but not limited to the Facility Charge, CAM Charge, and those amounts referenced in Section 4(d) below ("Supplemental Rent"). Base Rent and Supplemental Rent are hereinafter referred to collectively as "Aggregate Rent".

d. Airport Concession Fees and Charges; and Taxes. Permittee agrees to pay Airport concession fees, charges, and/or taxes, which shall be assessed at the rate applicable at the time of each monthly Base Rent payment and subject to change at the Airport's (or Authority's) discretion, as well as all applicable and then-prevailing state and federal taxes relating to Permittee's use and/or the terms and conditions of this Permit, including but not limited to ad valorem and real estate taxes.

e, Common Area Maintenance, (CAM) Charge: Permit including our not initiate in or ad valuent and real estate taxes.
e, Common Area Maintenance, (CAM) Charge: Permit the shall pay to Signature monthly, as Supplemental Rent, the Permittee's proportionate share of expenses of every kind paid or incurred by Signature for the operation, upkeep, maintenance, repair or renewal of the Space and Common Use Areas. The CAM Charge shall include, but is not limited to ad valuent and address and properly insurance. Notwithstanding the foregoing, the CAM Charge shall exclude the following: (1) Master Lease rent; (2) capital improvements; (3) mortgage payments; (4) depreciation; (5) leasing commissions, altorneys' fees, space planning costs; (6) any amounts paid to affiliates of Signature to the extent such amounts exceed amounts that would have reasonably been paid to unrelated third parties for similar services; (7) any of Signatures' overhead and general administration expenses; (8) advertising and promotional expenditures; (9) penalties, fees or interest incurred as a result of Signature to administration expenses; (8) advertising and promotional expenditures; (9) penalties, fees or interest incurred as a result of similar services; (7) any of Signatures' overhead and general administration expenses; (8) advertising and promotional expenditures; (9) penalties, fees or interest incurred as a result of similar services; (7) any of Signatures overhead and general whon due to expense the committer or the openation. Signature's failure to make a payment when due. The CAM Charge shall be adjusted annually.

f. Late Fee. Any payment not delivered within seven (7) calendar days following the date due shall be subject to a late fee equal to the greater of: (i) \$100; or (ii) ten percent (10%) of the amount due, but in no event higher than the maximum rate allowable by law. Any late fee so imposed shall be deemed Supplemental I Rent.

5. Security Deposit. Permittee shall deposit the sum of two (2) months' estimated Base Rent ("Security") with Signature as security for the faithful performance by Permittee of its obligations under this Permit. Signature may apply any portion of the Security against any indebtedness which is not paid when due. If Signature pays Permittee's indebtedness from such Security or if Permittee's Base Rent increases, Permittee shall deposit an amount to replenish the Security to the sum of two (2) months' estimated Base Rent within ten (10) business days of Signature's written demand. Payment of any indebtedness from such Security does not waive Signature's right to any other remedy provided by this Permit or by law. Signature shall return any unused portion of the Security, without interest, upon Permittee's performance in full of its obligations under this Permit at the end of the Term.

Authority. Permittee represents that it is fully authorized to enter into this Permit and to bind the Permittee to the terms and conditions set forth in this Permit. 6.

Storage. Permittee shall prohibit the storage, maintenance (including washing), or operation of any aircraft, motor vehicle, recreational vehicle, or boat in the Space. 7. 8. Common Areas. Permittee is authorized to use designated common use areas of the Base, including, but not limited to, restrooms, entry ways, hallways and vending areas, as specified by Signature's local general manager, subject to reasonable rules and regulations imposed by Signature.

Security of Personal Property. Permittee is at all times responsible for securing its property. Signature shall not accept keys to automobiles or other vehicles. Signature shall 9, not be responsible for the storage or security of Permittee's personal property, including but not limited to deliveries made to Permittee.

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

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

12. <u>Taxes</u>. Additionally, Permittee agrees to pay all such taxes and assessments, which are assessed against or provided to Signature for personal property in the care, custody and control of Permittee located in, on or about the Space. Signature agrees to furnish Permittee promptly with all pertinent official tax bits, statements, involces, and assessments consistent with Signature's receipt of same. Permittee hereby authorizes Signature to provide information relating to the presence of Permittee's personal property on or about the Space as requested by any governmental authority having jurisdiction or authority with respect to the taxation of such personal property.

13. Intentionally Omitted.

14. <u>Prohibited Uses.</u> Permittee shall not use the Space for any use which is not expressly allowed by the Master Lease or any applicable rule or regulations, and further, Permittee shall not allow the use of the Space for the operation of a fixed base operation or any business substantially similar to any portion of Signature's authorized general or commercial aviation operations at the Airport. Permittee expressly warrants and represents without limitation that it shall not at any time during the term of this Permit undertake for itself or cause to be undertaken through others, including, but not limited to its employees, agents, subcontractors, or invitees, any services permitted to Signature under the Master Lease, including, but not limited to the following:

SFS Office-Shop Space Permit

. . .

÷

.....

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

the Permittee: î.

k.

I.

Other activity adverse or disruptive to Signature or Airport interests as may be determined by Signature in its sole but reasonable judgment. n.

15. <u>Third Party Vendors</u>. Any third party seeking access to any part of the Space and/or the Base to perform any commercial activity ("Third Party Vendor") may enter Signature's leasehold (including the Space) only after the Third Party Vendor has:

- Executed the Vendor Release, an exemplar of which is attached as Exhibit A; a.
- Provided Signature with a Certificate of Insurance for the requisite insurance coverage; and, b.

c. Obtained written authorization for entry from Signature via its execution of the Vendor Release.
Permittee shall bear any and all costs associated with ensuring such Third Party Vendors (ully comply with any and all prevailing Airport and government regulations, including, but not limited to, authorization to perform services by the Authority through Signature, those of the Federal Aviation Administration ("FAA") and the Transportation Security Administration ("TSA") for all purposes, including, but not limited to security, identification, and clearance for access. Permittee agrees that at no time shall it or its Third Party Vendor's activities infinge upon the ability of Signature's other customers or Signature to conduct business or operate aircraft, including, but not limited to, ingress and egress from the Space and/or Signature's k aseand 16. Intentionally Omitted.

17. Destruction or Condemnation of Space. If any material portion of the Space, in the reasonable judgment of Signature or Permittee, is destroyed by fire or other casualty, Permittee or Signature shall have the option upon written notice to the other Party to terminate its obligations under this Permittee that Permittee shall not exercise such right in the event such destruction or casualty arises either directly or indirectly from Permittee's or Permittee Group's acts or omissions. If any material portion of the Space, in the reasonable judgment of Signature or the Permittee, is taken or condemned by any authority for any public use or purpose, Permittee or Signature shall have the option upon written notice to the other Party to terminate its obligations under this Permittee, is taken or condemned by any authority for any public use or purpose, Permittee or Signature shall have the option upon written notice to the other Party to terminate its obligations under this Permittees of such authority. Upon any such termination, Aggregate Rent shall be apportioned as of such date. 18. Acceptance: Maintenance: Surrender.

a, Permittee accepts the Space in its "as is" condition on the Effective Date of this Permit and Signature shall have no liability or obligation to make any alterations or improvements of any kind on or about any portion of the Space. Permittee shall not alter the Space in any fashion without the prior written consent of Signature, which may be withheld in Signature's sole discretion.

b. Signature shall operate, maintain and make all necessary repairs (both structural and non-structural) to the part of building systems which provide service to the Premises and the public partians of the Base, both exterior and interior, in conformance with the standards of Signature generally at similar fixed base operations within its network. Permittee, at Permittee's sole cost and expense, shall take good care of the Premises and the fixtures, aquipment and appurtenances therein and the distribution systems and shall make all non-structural repairs thereto as and when needed to preserve them in good working order and condition, except for reasonable wear and tear, obsolescence and damage caused by any party other than Permittee or the Permittee Group. Permittee shall be responsible for keeping the Space clean and orderly, including the removal of trash and debris from the Space and for complying with applicable rules and regulations for the operation of equipment and Permittee's business within the Space.

Permittee shall not perform or conduct any operation that in any way adversely impacts the structural integrity of any portion of the Space or which accelerates its ordinary deterioration. d.

Upon the expiration, or earlier termination, of the Term, Permittee shall immediately remove its personal property and surrender the Space to Signature in good repair and broom clean condition, ordinary wear and lear excepted. e. Signature and the Authority may enter the Space at all reasonable times for the purpose of routine inspections of the Space, or any other purpose reasonably necessary to protect Signature's or Authority's interest in the Space or to perform Signature's or Authority's duties under this Permit.

Signage. Permittee shall not place or permit to be placed in or on the Space any signs or insignlas without Signature's and, if applicable, the Airport's written consent, in the 19 sole discretion of such parties.

#### 20. Intentionally Omitted.

21. <u>Airport Security.</u> Permittee and the Permittee Group shall comply at its own expense with all applicable security requirements, including, but not limited to, those of Signature, Federal Aviation Regulations (FAR') and the TSA, any Airport Security Program, all as amended from time to time. Permittee shall take all action necessary or as directed by Authority to ensure that members of the Permittee Group comply with such requirements. If Signature or the Authority incur any fines as a result of the acts or omissions of the Permittee and/or the Permittee Group, Permittee agrees to pay all such lines and penalties in accordance with its indemnification obligation set forth herein and to cure any security deficiency promptly and to be implying on any accordance with such any security deficiency of Permittee fails to remedy the security deficiency promptly and to be implying on any accordance. reimbursed any and all costs and expenses associated with such action.

22. <u>LIMITATION OF LIABILITY.</u> THE PARTIES HEREBY AGREE THAT UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE, DIMINUTION OR LOSS OF VALUE, LOSS OF USE, OR LOSS OF ANTICIPATED PROFITS. 23. Insurance.

Minimum insurance dollar limits required of Permittee: a.

> i. Liability - Airport Premises (1)

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

(2)

Motor Vehicle: Combined single limit \$5,000,000 per occurrence (a) This coverage is conditionally waived if Permittee does not have a motor vehicle that is both (1) registered in its name and (2) driven on (3)

(a) This coverage is conditionally waived if Permittee does not have a motor vehicle that is both (1) registered in its name and (2) unversal Signature's ramp. If Permittee subsequently registers a vehicle in its name and uses it to drive on the ramp, the waiver shall be automatically revoked and Permittee shall obtain the requisite coverage. Environmental / pollution: Combined Single Limit \$1,000,000 per occurrence (a) This coverage shall be conditionally waived if this Permit does not include the maintenance of aircraft. This conditional waiver shall be automatically evoked and Permittee shall obtain the requisite coverage if this Permit is later amended to add aircraft maintenance or if Permittee subtractions withen a performance of aircraft maintenance in the Space (including but not limited to aircraft washing). commences, without amendment, performance of aircraft maintenance in the Space (including but not limited to aircraft washing).

ii. Property

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

-

Permittee Initials:

1

ł

÷

:

:

......

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

iii. Worker's Compensation & Employer's Liability

Worker's compensation: The greater of \$500,000 or as required by statute (2)

Employer's liability; \$500,000 each occurrence for bodily injury by accident \$500,000 each occurrence for bodily injury by disease

\$500,000 aggregate policy limit

Employer's liability coverage shall be conditionally waived if Permittee does not have any employees. This conditional waiver shall be (a) automatically revoked and Permittee shall obtain the requisite coverage if Permittee subsequently hires employees.

 automatically revoked and Permittee shall obtain the requisite coverage if Permittee subsequently hires employees.
 Insurers: Special Provisions For Certificates of Insurance: The insurance required to be carried by Permittee pursuant to the terms of this Agreement shall be
effected under valid and enforceable policies issued by reputable and independent insurers permittee to do business in the State in which the Space is located, and rated in Best's Insurance
Guide, or any successor thereto (or if there be none, an organization having a national reputation) as having a general policyholder rating of "B++" or greater and a financial rating of at
least "XIII." All such required liability insurance, except (1) worker's compensation and (2) employer's liability shall name (exactly as set forth in quotations) "Signature Flight Support LLC,
its parent, subsidiaries, related, and affiliated companies and the Authority" as additional insurers. To the extent All Risk Property is required pursuant to Section 23(a)(i)(1)(a) above,
Signature shall be named as Loss Payee. If the required liability polices do not contain a standard separation of insured provision, they shall be endorsed to provide cross liability coverage.
To the extent that such loss, damage or liability is covered by valid and collectible insurance maintained by it, or that pursuant to this Permit should have been maintained by it, Permittee
hereby waives all rights of recovery against Signature and the Signature Guide (insurance policies shall contain a waiver of subrogation in favor of "Signature Flight Support
LLC, its parent, subsidiary, related, and affiliated companies and the Authority". All required insurance policies shall contain a visor of subrogation in favor of "Signature Flight Support
LLC, its parent, subsidiary, related, and affiliated companies and the Authority". All required insurance policies shall be evidenced by certificates of insurance to the state that y (30)
daws advance written notice of any cancellation or chances adver days advance written notice of any cancellation or changes adverse to the interests of Signature or its subsidiaries. Permittee may send insurance certificates to the Signature Insurance Department via any of the following methods: (i) by mail to Signature Fight Support LLC, 13485 Veterans Way, Attention: Real Estate 5<sup>th</sup> Floor, Orlando, FL 32827; or (ii) by email to <u>Realestate@signatureflight.con</u>. Permittee shall reimburse Signature upon demand for any and all third-party vendor costs and expenses incurred by Signature in order to enforce Permittee's compliance with the above insurance requirements, and any such costs and expenses shall be deemed Supplemental Rent hereunder.

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

d. Permittee shall ensure that the certificates of insurance, with respect to the insurance requirements described above, shall state that such coverage is primary and without right of contribution from any insurance carried by Signature and that the liability assumed by Permittee under this Agreement has been specifically insured under the policies above, but such insurance in no way limits Permittee's liability hereunder.

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

Minimum insurance dollar limits required of Signature:

Signature shall at all times during the Term, at is sole cost and expense, maintain the same types and amounts of insurance required under the Master Lease.

24. Indemnification.

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

b. Signature's Indemnification. Signature shall be liable for the acts or omissions of Signature and its respective officers, directors; and employees without limitation and lurther agrees to indemnify, defend, and forever hold harmless the Permittee Group from and against any and all Damages incurred by the Permittee Group and arising from any negligent or willful acts or omissions of Signature and its respective officers, directors, and employees; provided, however, that this indemnity does not apply to Damages caused by the acts or omissions of the Permittee Group. Such indemnification is subject to and limited by Paragraph 22 Limitation of Liability.

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

### Environmental Removal and Disposal.

(ii)

Compliance with Environmental Regulation. Permittee is solely responsible for the proper removal and disposal of all hazardous substances, hazardous wastes a. a. Compliance with Environmental Regulated. Permittee is solely responsible for the proper removal and objects at defined and regulated substances, hazaroous wastes and petroleum products as defined and regulated under applicable local, state, or federal law (collectively, "Regulated Substances") that Permittee or Permittee Group, generates or otherwise brings, or causes to be brought onto the space or Airport. Such removal and disposal shall include, but not be limited to, proper documentation of such Regulated Substances under its assigned Environmental Protection Agency ("EPA") Identification Number in Permittee's name. Permittee agrees to provide Signature, upon request, with the required EPA identification number and copies of any and all documentation in Permittee's name. Permittee shall comply with any and all applicable local, state and federal law and any and all Airport requirements in such removal and disposal. Additionally, Permittee is solely responsible for any and all environmentatic contamination that impacts the Space or any portion of Signature's leasehold premises as a result of the Permittee Group's storage or handling of any Regulated Substances on, in or at the Space.

b. Environmental Audits. Permittee characteristics of acceptable levels under applicable law as a result of Permittee's use of the Space, Signature shall serve written notice to Permittee to correct the conditions within seven (7) days. Permittee shall act diligently to remove any and all such contaminants and to take all such prompt action necessary to satisfy Signature and any authorities having jurisdiction over the Space that proper remediation has occurred as described above. If Permittee fails to act within the seven (7) day period, Signature may act to correct the conditions and shall be entitled to reimbursement for any and all costs directly or indirectly associated with such corrective action.

c. Indemnification by Permittee. Permittee shall indemnify, defend, and forever hold harmless the Signature Group from and against all environmental claims, liabilities, damages, lines, penalties, losses or impairments, including, but not limited to, any penalty or line imposed by any governmental agency and the expense of cleaning up or disposing of any Regulated Substances, as well as any and all reasonable attorneys' fees (collectively, "Environmental Damages") resulting from the use and occupancy or any negligent act or omission of the Permittee Group. Permittee shall not be responsible for any type of Environmental Damages or any environmental conditions that existed before the Effective Date, of the first Space Permit entered into between the parties (or their predecessors), except to the extent the Permittee Group exacerbates any such issue or matter. The indemnities set forth herein Paragraph 25(c) shall survive the remination or expiration of this Permit.

d. Environmental Protection Procedures. Permittee shall conduct its operations to meet or exceed requirements set forth in applicable local, state, and federal laws and in accordance with safe and proper industry practices in order to prevent environmental accidents. Such practices include but are not limited to the following: (i) Permittee shall at all times protect the drain from spills of Regulated Substances and agrees to instruct all its employees, agents, servants, contractors, subcontractors, invitees, and other representatives in writing regarding such requirement and the proper operation and maintenance of this drainage

system, and immediately notify Signature of any discharge; Permittee shall properly label all containers and shall not place or meintain open containers outside of the Space;

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

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

SFS Office-Shop Space Permit - --

Permittee Initials:

.....

;

÷

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

27. <u>Brokers.</u> The Parties acknowledge that no broker was in any way involved consummating this Permit and that no conversations or prior negoliations were had with any broker. The indemnities in Paragraph 24, above, shall be applicable to claims by any broker for a brokerage commission arising out of this Permit.

Notice. Any notice or demand required under this Permit may be by personal service, courier, recognized overnight delivery service, or United States mail (certified mail/postage prepaid only). Notices served by United States mail are deemed properly delivered effective the third (3rd) business day and personal service, courier delivery, or recognized overnight delivery service are deemed served at the time and date of receipt confirmation provided that such notice is addressed to the Permittee as set forth in the Basic Provisions.
 <u>Default: Remedies.</u>

a. It shall be considered a "Default" pursuant to this Permit if (i) Permittee fails to make, within fourteen (14) calendar days of the date due (the "Grace Period"), payments of Aggregate Rent or any other payment required herein; (ii) Permittee shall fail to perform any non-monetary covenant herein, and such default shall continue for a period of thirty (30) days or such period of time as otherwise specified in this Permit after receipt of written notice of the default from the non-defaulting Party, provided, however, that if such Default is not reasonably susceptible to cure within such thirty (30) day period, Permittee shall be permitted the reasonable additional time as may be required to pursue, through its best and most diligent efforts, the required corrective action, not to exceed an additional tinit? (30) days (this subsection ii shall not apply to Permittee's failure to pay Aggregate Rent or to any Parties failure to comply with federal, state, local, or other law, statute, or regulation?) (iii) Permittee shall cease to do business as a going concerr; (iv) a petition is filed by or against Permittee under the Bankruptcy Act or any amendment thereto (including a petition for reorganization or an arrangement) or under any other debtor protection laws; (v) Permittee assigns its property for the benefit of creditors; (vi) Permittee assigns, transfers or encumbers this Permit without Signature's express and advance written authorization; or, (vii) there is a seizure of this Permit or the Space or any part thereof, upon execution or by other process of law directed against Permittee, or upon or subject to any creditor's attachment. The Grace Period referenced above with respect to monetary payments shall be revoked without turther notice to Permittee in the event Permittee fails more than two (2) times to timely deliver any payment when due (regardless of cure) in any given consecutive twelve (12) month period.

b. In the event of any grant cancer of the member, Signature shall have the right to pursue any combination of the following remedies: (i) terminate this Permit; (ii) remove the Aircraft and other personal property from the Space and relocate the Aircraft to any location on the ramp upon termination and without notice and Permittee hereby waives any right or claim to recover damages from Signature relating to such towing, removal, and relocation or storage on the ramp; (iii) declare ell Aggregate Rent and other amounts payable hereunder for the balance of the Term to be immediately due and payable; (iv) perform any of Permittee's obligations and Permittee shall reimburse Signature for any and all costs and expenses incurred, including attorneys' fees, plus an administrative fee equal to ten percent (10%) of such costs, with a minimum of \$100.00; (v) Signature may enter the Space and proceed to sell, in a commercially reasonable manner, all goods, chattels and personal property found to offset any portion of Aggregate Rent and outstanding additional payments and Permittee's hall pay all costs and expenses incurred or chargeable to Signature is an a result of such sale; (vi) Signature may, at Signature's sole option, alter or repair the Space as necessary in order to relet the entire or any part or paris of it either in Signature's name or otherwise on terms at Signature's option which may be less than or greater than the balance of Permittee's and perimittee's obligation to leminate this Permit unless Signature has indicated otherwise. Permittee's permit for the Space (or any parts thereof) without in any way affecting Permittee's obligation to pay any unpaid balance of Aggregate Rent due or to become due hereunder. In addition to the foregoing, Signature is entified to all rights and remedies available to it at law or equity.

c. If either Party institutes an action to enforce its rights under this Permit, the prevailing Party shall be reimbursed by the other Party for its reasonable attorneys' fees in addition to any other recoverable damages.

d. If Signature shall fail to perform or observe any covenant or requirement of this Permit, and such failure continues (or a period of thirty (30) days following receipt of written notice from Permittee of such failure (provided that such time period shall be reasonably extended for so long as Signature diligently prosecutes such cure), Permittee shall have the right to terminate this Permit by written notice to Signature.

e. Permittee agrees that any amounts cutstanding beyond any grace or cure period set forth in this Permit shall bear interest at the rate of one and one-hall percent (1.5%) per month of the delinquent amount, but in no event shall the foregoing exceed the maximum amount allowable by applicable law.
 30. Independent Contractor. The relationship between the Parties shall be that of independent contractors for all purposes and in no event shall persons employed or retained.

30. Independent Contractor. The relationship between the Parties shall be that of independent contractors for all purposes and in no event shall persons employed or relatived by either Party be employees or agents of the other.

31. Force Maleure, Except for the payment of Aggregate Rent and any other sums due hereunder by Permittee, neither Party shall be liable for its failure to perform under this Permit of or any loss, injury, damage or delay of any nature that is caused by any act of God, act of lerrorism, act of nature, fire, flood, wind storm, strike, labor dispute, not, insurrection, war or any other cause beyond either Party's control, providing, however, should the force maleure continue for more than sixty (60) days, either Party may terminate this Permit upon ten (10) days' written notice.

32. <u>Governing Law.</u> This Parmil shall be construed, interpreted, and enforced in accordance with the laws of the state in which the Space is located.

33. WAIVER OF JURY TRIAL, THE PARTIES HEREBY WAIVE THEIR RIGHT TO TRIAL BY JURY.

34. <u>Assignment and Subletting.</u> Permittee shall have no right to assign, transfer, mortgage, pledge, hypothecate or encumber this Permit or any interest herein or sublet the Space or any part thereof, or permit the use of the Space by any other party without Signature's prior written consent which may be withheld in its sole discretion. Signature's written consent to such a transaction shall not be deemed a release of Permittee from the obligations of this Permit, unless otherwise stated in writing by Signature. Any such contemplated assignment or subletting may further be subject to advance, written approval by the Authority. The use of the Space by any aircraft other than the Aircraft defined above shall be subject to Signature's prior written approval by the Authority. The use of the Space by any aircraft other than the Aircraft defined above shall be subject to constitute an immediate Default, for which no cure period is available; provided however that the obligations of Permittee hereunder shall remain in full force and effect, including but not limited to the Insurance, waiver and indemnification provisions, notwithstanding such a transaction or change of aircraft.

35. Intentionally Omitted.

36. Intentionally Omitted.

37. <u>Time of Essence.</u> Time is of the essence in this Permit.

38. Amendment. No amendment, modification or alteration of the terms of this Permit shall be binding unless it is in writing and executed by both Parties.

39. Entire Agreement. All Exhibits attached hereto are fully incorporated into the terms and conditions of this Permit. This Permit constitutes the entire agreement and all prior correspondence, memoranda, negotiations, or understandings (written or oral) and are merged into and superseded by this Permit, excepting the Parties' joint and several obligations under the Master Lease. This Permit shall be interpreted simply according to the platn meaning of its terms and not strictly for or against with Party regardless of which Party drafted it.

40. <u>Severability.</u> If any authority with proper jurisdiction determines that any provision is illegal, unenforceable, or invalid in whole or in part for any reason, all valid and enforceable provisions remain unaffected.

41. <u>Applicability.</u> The provisions of Paragraph 22 and Paragraph 24 shall bind Permittee and Signature with respect claims, losses, and damages arising with respect to the Space and all additional services performed by Signature with respect to the Permittee Group and its property (including the Aircraft) throughout the Base and at any other fixed base operation

SFS Office-Shop Space Permit

- - --

Permittee Initials:

::

owned, operated, managed or controlled by Signature.

 42. <u>Election of Remedies.</u> The Parlies' rights and remedies are cumulative and in addition to all other rights and remedies at law and equity. No action initiated by either Party shall be construed or interpreted as a sole election of remedies and will in no way diminish, restrict, prejudice or otherwise waive any other rights or remedies.
 43. <u>Authority Consent Required.</u> Permittee acknowledges that, pursuant to the provisions of the Master Lease, Signature may be required to obtain Authority's written consent to this Permit, and accordingly, if applicable, the obligations, understandings and commitments of the Parlies as set forth herein are expressly subject to obtaining such Authority consent. 44. Estoppel Certificates. Permittee shall, within fifteen (15) days after any written request from Signature, execute, acknowledge and deliver a statement certifying certain facts regarding this Permit, including but not limited to confirming the effectiveness of this Permit and the status of any defaults thereunder and/or such other matters as Signature may reasonably request. Any such statement may be relied upon by or as may be requested by Signature, its lenders, insurance carters, auditors, and prospective purchasers. If Permittee shall fail to execute and return such statement within the time required herein, Permittee shall be deemed to have agreed with the matters set forth therein.

### 45. Intentionally Omitted.

46. <u>Non-Walver</u>. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Permit shall operate or be construed as a waiver (hereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

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

Remainder of page intentionally left blank.

SFS Office-Shop Space Permit

Permittee Initials:

# Exhibit A Third Party Vendor Release ("Release")

ł

	nited liability company, ("Signature"), which maintains a Fixed Base Operation ("FBO") at rt"), by its execution hereof, hereby authorizes the following person or entity, ("Vendor"), to enter
the FBO premises on a temporary basis, consistent with the terms an	to conditions hereinafter stated.
1. <u>Vendor.</u> The name, address, and telephone number of th Name: Address;	e Vendor are as follows:
Telephone: Email:	
Service provided ("Service"):	
2. <u>Services To Be Performed.</u> Vendor shall enter Signature Permittee tenant Aircraft owner pilot or other designated representation	s Premises for the sole purpose of performing Service at the request of Signature or its customer, the Vendor shall be authorized only to perform the Service noted above and only in the area(s)
designated for such Service by local Signature management. Vendo	r expressly agrees that at no lime shall its activities infringe upon the or its customers' ability to
operate aircraft or use Signature's leasehold, including, but not limited	d to, ingress and egress from the FBO, offices, shops, ramps or parking lots.
<ol> <li><u>Compliance With Laws.</u> Vendor represents that it shall and and the Transportation Security Administration ("TSA").</li> </ol>	dhere to the prevailing and applicable rules of the Airport, Federal Aviation Administration ("FAA"),
<ol> <li>Indemnification. Vendor agrees to indemnify, defend employees and Signature's parent, subsidiary, related and affiliated co</li> </ol>	and hold harmless Signature and the Alrport, their respective officers, directors, agents and mpanles from and against any and all liabilities, damages, injuries, losses, claims, fines, penalties
	hird parties), including all costs, attorneys' fees, and expenses incidental thereto, which may be lage to any property of injury to or death of any person arising out of or by reason of any breach,
violation or non-performance by Vendor or its agents, servanis, const	ultants, contractors, subcontractors, licensees or employees of any covenant or condition of this
Release or by any act or failure to act or negligence of such persons. 5. Insurance, Before commencing Services, Vendor shall ev	
5. <u>Insurance. Before commencing Services</u> , Vendor shall ev L. Liability - Airport Premises	vidence the following types and amounts of insurance.
(1) Commercial general	Combined single limit \$5,000,000 per occurrence, products and completed operations
	Combined single limit \$5,000,000 per occurrence mally waived if Vendor does not have a motor vehicle that is both (1) registered in its name and
(2) driven on Signature's	ramp. If Vendor subsequently registers a vehicle in its name and drives on the ramp, the waiver
	veked and Vendor shall obtain the requisite coverage.
	Combined Single Limit \$5,000,000 per occurrence. onditionally weived if this Release does not include the maintenance of aircraft. This conditional
walver shall be automatic	cally revoked and Vendor shall obtain the requisite coverage if this Release is later amended to
add aircraft maintenance ii. Worker's Compensation & Employer's Liability	or if Vendor commences, without amendment, performance of alrevalt maintenance in the Space,
(1) Worker's compensation	The greater of \$500,000 or as required by statute
	\$500,000 each occurrence for bodily injury by accident \$500,000 each occurrence for bodily injury by disease
	\$500,000 aggregate policy limit
Special Provisions For Certificates of Insurance; All s	such required liability insurance, except (1) motor vehicle, (2) worker's compensation, and (3)
employer's liability shall name (exactly as set forth in quotations) "( Authority" as additional insureds. If the required liability polices do n	Signature Flight Support LLC, its parent, subsidiary, related, and affiliated companies and the ot contain a standard separation of insured provision, they shall be endorsed to provide cross
liability coverage. All required insurance policies, except (1) motor vel	hicle, (2) worker's compensation, and (3) employer's liability shall contain a waiver of subrogation
	d, and affiliated companies and the Authority". All required insurance policies shall be evidenced rance written notice of any cancellation or changes adverse to the interests of Signature or its
subsidiaries. Minimum insurance amounts stated shall not be lowere	ance written notice of any cancellation of changes adverse to the interests of signature of its ad without express written consent of Signature. Higher insurance limits may be required by the
Airport, in which case, the Airport's limits shall supersede the limits sta	
VENDOR ACKNOWLEDGES THAT ITS POTENTIAL LIA	BILITY IS NOT LIMITED TO THE AMOUNT OF ANY LIABILITY INSURANCE COVERAGE OR
TO INSURANCE POLICY LIMITS REQUIRED IN THIS RI	
	Į
Signature Flight Support LLC	Vendor
	No In Arm
Ву:	By man M. Mua
Title:	Tille: U PRESIDENT
Date:	Date: 2-21-2022
· · · · · · · · · · · · · · · · · · ·	
	3
•	
	1
	i de la companya de l
SFS Office-Shop Space Permit	Permittee Initials:
Press of the data in the	n n he
	18989 (1999)

1

**PALM BEACH COUNTY,** a political subdivision of the State of Florida, (the "County"), by and through its Department of Airports, under that certain Lease Agreement with Signature Flight Support LLC, (the "Lessee"), dated September 30, 2004, (R-2004-1990, as amended), (the "Lease Agreement"), hereby consents to Lessee entering into a Space Permit with D&Y Finest Detailing, Inc., (the "Sublessee"), effective as of April 15, 2023, (the "Sublease") for the sublease of space contained within the leasehold of Lessee under the Lease Agreement, as summarized in the attached " Space Permit".

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

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

APPROVED this 30 day of 40605+2023 by the County Administrator or the Director of the Department of Airports on behalf of and pursuant to the authority granted by the Board of County Commissioners.

Director of Airports

Approved as to Form and Legal Sufficiency:

By: Unne "

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

# SPACE PERMIT

# "Effective Date": 4/15/2023

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

"Permittee": D&Y Finest Detailing, Inc, A New York Corporation

## "Permittee Management Company" NA

"Master Lease": Signature and Paim Beach County ("Authority') entered into a lease ("Master Lease") for certain land (the "Base") at the Palm Beach International Airport in West Palm Beach, Florida ("Airport").

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

Building Name	Space Type (Hangar/T-Hangar) (Office/Shop/Ramp)	Rentable Square Feet	Suite Number	Monthly Base Rent
Hangar E or A	Hangar	25	NA	\$160
Additional Mont	hly CAM charge	· _ · · · · · · · · · · · · · · · · · ·	· ····································	\$15
TOTAL MONTHL	Y BASE RENT		······	\$175

<sup>1</sup> Charge is based on Permittee's proportionate share of actual reimbursable expenses from immediately preceding year and is subject to annual adjustment.

"Space": Permittee shall, during the Term hereof, have access to and use of certain portions of the Base (collectively listed above), as follows, collectively:

"Hangar Space" (listed above) means the non-dedicated, non-exclusive use of hangar deck space in the Hangar listed above for the purpose of storing the "Aircraft" (defined below).

"Office Space" (listed above) means the exclusive use of the area listed above.

"Shop Space" (listed above) means the exclusive use of the area listed above.

"Ramp Space" (listed above) means non-dedicated, non-exclusive use of area listed above for the purpose of storing the Aircraft.

"Aircraft": The following described aircraft, which is/are directly owned, leased, managed, operated or otherwise in the care, custody and control of Permittee (the "Aircraft"):

Aircraft Make	Aircraft Model	Tail Number	Serial Number
(2)			
(3)		·····	
(4)			
(5)	······		
(6)			

"Term": This Space Permit ("Permit") shall be for an initial term, commencing upon the earlier of the Effective Date ("Effective Date") or the date on which Permittee actually took occupancy of the Space and expiring 4/30/2024 ("Term").

Space Permit REV 5/23/2022

Page 1 of 8

Permittee Initials:

"Security Deposit": \$ 350

### Addresses for Notices:

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

With a copy to: Signature Flight Support LLC Attention: Manager, Contracts 13485 Veterans Way; Suite 600 Orlando, Florida 32827 Email: legalnotices@signatureaviation.com

And Signature Flight Support LLC Attention: Robert Murphy; General Manager 1500 Perimter Road West Palm Beach, FL 33406 Email: robert.murphy@signatureflight.com

If to Permittee: D&Y Finest Detailing, Inc Address: PO Box 1723 New York, NY 10185 Attention: Yovanny Correa/ Daniel Montesdeoca Cell: 914.999.0385/914.999.0463 Email; dyfinestdetailing@hotmail.com

The "Permit" consists collectively of these Basic Provisions and the following attachments (i) General Terms & Conditions; and (ii) Exhibit A – "Third Party Vendor Release".

IN WITNESS WHEREOF, the authorized representatives of Signature and Permittee have executed this Permit as of the later of the dates set forth below.

Signature By: Printed Name: Title: 17/23 Witness:

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_ Permittee

By: Govanny Correa

Printed Name: Yovanny Correa Title: VICE PRESIDENT

Witness:	
Printed Name:	· · · · · · · · · · · · · · · · · · ·
Date:	

Space Permit REV 5/23/2022

Page 2 of 8

Permittee Initials:

### SPACE PERMIT **GENERAL TERMS AND CONDITIONS**

Basic Provisions, The Basic Provisions preceding these General Terms and Conditions are incorporated herein and binding upon Signature and Permittee. For purposes of this Permit, Signature and Permittee may from time to time be referred to individually as a "Party" and collectively as the "Partles,"

Tem. This Permit shall be for Term as defined above. Permittee shall vacate the Space upon the expiration or earlier termination of this Permit. Permittee shall reimburse 2. Signa sture for, and indemnity Signature against, all damages, costs, liabilities and expenses, including attorneys' fees, which Signature shall incur on account of Permit tee's delav in so Signature of, and inderning signature agains, an damages, costs, tradinities and expension, including automove tess, which signature shall incur on account of remntee's obligation account of remntee's control remntee's delay in so vacating the Space. If Permittee's obligation to pay Aggregate Rent shall continue, but nothing herein shall limit any of Signature's rights or Permittee's obligations and specific and Permittee's obligation to pay Aggregate Rent shall continue, but nothing herein shall limit any of Signature's rights or Permittee's obligations as after the expiration or earlier termination of this Permit tee's obligations, Signature's right to reposses the Space and remove all persons and property therefrom at any time after the expiration or earlier termination of this Permit and Permittee's obligations and covenants arising pursuant to this permit, including but not limited to its waivers, and obligations to reimburse and Indennify Signature as provided in the preceding sentence or as otherwise set forth in this Permit.

3. Aircraft. The Hanger Space and/or Ramp Space, as applicable, shall be used and occupied by Permittee for the storage of only the Aircraft.

4 Rent.

 A. Rent.

 a. Base Rent. Permittee agrees to pay Base Rent to Signature (a prorated amount if the Term commences on a day other than the first day of the month), and, on the first day of each month thereafter Aggregate Rent (as defined below). Base Rent is payable in advance without notice, setoff, demand or deduction, except as provided in this Permit.
 b. Annual Base Rent Adjustment. On the first anniversary of the Effective Date and continuing each anniversary thereafter (each an "Adjustment Date"), the then-current Base Rent shall be increased by the greater of the following: (i) three and one-half percent (3.5%) or (ii) the "CPI Adjustment". For purposes of this Permit, the "CPI" shall be the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for CPI U (All Urban Consumers), for All Urban Consumers, all items (1982-1984 = 100). The "CPI Adjustment" shall be an amount equal to the Current Index Number minus the Base Index Number, divided by the Base Index Number. The "Current Index Number shall be the CPI for the month two (2) months prior to the Adjustment Date. The "Base Index Number" shall be the CPI for the month twole (12) months prior to the Adjustment Date. The "Base Index Number" shall be the CPI for the month two (2) months prior to the Adjustment Date. The "Base Index Number" shall be the CPI for the month twoley (12) months prior to the Adjustment Date. The "Base Index Number" shall be the cPI and the month twoley. The "Current Index Construction of the CPI shall be the CPI shall be the cPI and the month twoley (12) months prior to the Adjustment Date. The "Base Index Number" shall be the cPI shall be the compilation and/or publication of the CPI shall be discontinued or materially altered, Signature shall choose a reasonable replacement index. Failure to notify Permittee of such an adjustment shalt not waive Signature's right to impose such an adjustment in accordance with the foregoing effective as of the applicable Adjustment Date.

c, Supplemental and Aggregate Rent. In addition to the Base Rent, Permittee shall pay to Signature, on a monthly basis, except for real estate taxes which shall be paid on an annual basis, along with such Base Rent, any and all additional sums other than Base Rent due and owing to Signature as a result of Permittee's tenancy, including but not limited to the Facility Charge, CAM Charge, and those amounts referenced in Section 4(d) below ("Supplemental Rent"). Base Rent and Supplemental Rent are hereinafter referred to collectively as "Aggregate Rent".

d. Airport Concession Fees and Charges; and Taxes. Permittee agrees to pay Airport concession fees, charges, and/or taxes, which shall be assessed at the rate applicable at the time of each monthly Base Rent payment and subject to change at the Airport's (or Authority's) discretion, as well as all applicable and then-prevailing state and federal taxes relating to Permittee's use and/or the terms and conditions of this Permit, including but not limited to ad valorem and real estate taxes.

Common Area Maintenance. (CAM) Charge: Permittee shall pay to Signature monthly, as Supplemental Rent, the Permittee's proportionate share of expenses e. e. Common Area maintenance. (CAm) Charge: Permittee shall pay to Signature monitify, as Supplemental Rent, the Permittee's proportionate share or expenses of every kind paid or incurred by Signature for the operation, upkeep, maintenance, repair or renewal of the Space and Common Use Areas. The CAM Charge shall include, but is not limited to, maintenance and landscaping, fire suppression system maintenance and certification, security and access controls/phones, utilities, and property insurance. Notwithstanding the foregoing, the CAM Charge shall exclude the following: (1) Master Lease rent; (2) capital improvements; (3) mortgage payments; (4) depreciation; (5) leasing commissions, attorneys' fees, space planning costs; (6) any amounts paid to affiliates of Signature to the extent such amounts exceed amounts that would have reasonably been paid to unrelated third parties for similar services; (7) any of Signatures' overhead and general administration expenses; (3) advertising and promotional expenditures; (9) penalties, fees or interest incurred as a result of Signature's following. The CAM Charge shall be adjusted annually administration expenses; (3) advertising and promotional expenditures; (9) penalties, fees or interest incurred as a result of similar services; (7) any of Signature's following. The CAM Charge shall be adjusted annually. Signature's failure to make a payment when due. The CAM Charge shall be adjusted annually.

f. Late Fee. Any payment not delivered within seven (7) calendar days following the date due shall be subject to a late fee equal to the greater of: (i) \$100; or (ii) ten percent (10%) of the amount due, but in no event higher than the maximum rate allowable by law. Any late fee so imposed shall be deemed Supplemental Rent.

Security Deposit, Permittee shall deposit the sum of two (2) months' estimated Base Rent ("Security") with Signature as security for the faithful performance ice by Permittee of its obligations under this Permit. Signature may apply any portion of the Security against any indebtedness which is not paid when due. If Signature pays Permittee's Indebtedness from such Security or if Permittee's Base Rent increases, Permittee shall deposit an amount to replenish the Security to the sum of two (2) months' estimated Base Rent within ten (10) business days of Signature's written demand. Payment of any indebtedness from such Security does not waive Signature's right to any other remedy provided by this Permit or by law. Signature shall return any unused portion of the Security, without interest, upon Permittee's performance in full of its obligations under this Permit at the end of the Term

6. Authority, Permittee represents that it is fully authorized to enter into this Permit on behalf of the Permittee and any owner(s) of the Aircraft and to bind the Permittee and the Aircraft own er(s) to the terms and conditions set forth in this Permit.

7. <u>Storage</u>. Permittee shall prohibit the storage, maintenance (including washing), or operation of any motor vehicle, recreational vehicle, or boat in the Space. Permittee covenants and agrees that at no time during the Term will Permittee, together with its agents, employees, contractors, subcontractors, invitees, officers, directors, servants or vendors (cottectively, hereinafter referred to as ("Permittee Group"), be permitted to store, maintain or operate any motor vehicle, recreational vehicle, or any vehicle considered to be personal property in, around, or upon the Space.

Common Areas. Permittee is authorized to use designated common use areas of the Base, including, but not limited to, restrooms, entry ways, hallways and vending areas, by Signature's local general manager, subject to reasonable rules and regulations imposed by Signature. 8. ified by Signa as sp

9. <u>Security of Personal Property.</u> Permittee is at all times responsible for securing and locking the Aircraft, including but not limited to properly attaching the down ropes or chains. Signature's performance of any Ancillary Services or providing ropes, chains, or chocks does not constitute Signature's acceptance of responsibility for the Aircraft security. Signature shall not accept keys to Permittee's Aircraft, automobiles, or other vehicles. Signature shall not be responsible for the storage or security of Permittee's personal property. including but not limited to deliveries made to Permittee. Permittee acknowledges that any security or safety measures employed by Signature are for the protection of Signature's own interests; that Signature is not a guarantor of the security or safety of Permittee, its employees, guests, contractors or licensees, or of its property; and that such security and safety matters are the responsibility of Permittee and the local law enforcement authorities.

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

11. <u>Master Lease: Alteration of Prevailing Land Rents by Authority.</u> The Master Lease and all amendments thereto, prior to and subsequent to the Effective Date, are incorporated herein and are available for Permittee's inspection and review. The terms and conditions of this Permit shall be subject and subordinate in all respects to the Master Lease, incorporated neren and are available of Permittee's inspection and review. The terms and conductors of this Permit shall be deemed incorporated herein. Signature is a another the specific and subcontract the right of the master Lease, as amended from time to time, and any provision of such Master Lease required to be addressed herein shall be deemed incorporated herein. Signature including but not limited to any increase imposed upon Signature including but not limited to any increase by the Authority or any other authority having jurisdiction over the Airport and Signature's leasehold interest by changes in rules, regulations, ordinances, orders, decrees, or any taw resulting in an increase in the prevailing land rents or concession fees, etc. applicable to Signature, and/or alteration or adjustment of rents pursuant to the Master Lease. Signature shall provide Permittee a minimum of ten (10) business days' written notice from Signature of any increase allowable pursuant to this Permittee a waiver of Signature's right to such payment.

12. <u>Taxes.</u> Additionally, Permittee agrees to pay all such taxes and assessments, which are assessed against or provided to Signature for personal property in the care, custody and control of Permittee located in, on or about the Space. Signature agrees to turnish Permittee promptly with all pertinent official tax bills, statements, involces, and assessments consistent with Signature's receipt of same. Permittee hereby authorizes Signature to provide information relating to the presence of Permittee's personal property on or about the Space as requested by any governmental authority having jurisdiction or authority with respect to the taxation of such personal property.

Space Permit REV 5/23/2022

Page 3 of 8

Permittee Initials: Signature Initials: YC 13. <u>Signature Anciltary Services</u>. It is acknowledged by the Parties that other services not described in this Permit may be requested by Permittee for the Arcraft (or on behalf of the Aircraft owner/operator) to be performed by Signature, Such ancillary services may include, but are not limited to, the sale of aircraft parts and components, temporary hangar space, the performance of aircraft maintenance and avionics, fueling, defueling, decing and interior/exterior cleaning (collectively, "Ancillary Services"). Signature acress to furnish and/or perform such Ancillary Services at the request of the Permittee at Signature's prevailing and locally-established rates or as otherwise negotiated between Signature local management and Permittee. Such requests may be made by Permittee verbally or in writing. If such Ancillary Services are provided, Permittee agrees to pay Signature for all such work, which shall be subject to all of the terms and conditions of this Permit. Any sums due and owing to Signature as a result of its provision of Ancillary Services shall be Supplemental Rent unless paid for at the terms of service.

14. <u>Prohibited Uses.</u> Permittee shall not use the Space for any use which is not expressly allowed by the Master Lease or any applicable rule or regulations, and further, Permittee shall not allow the use of the Space for the operation of a fixed base operation or any business substantially similar to any portion of Signature's authorized general or commercial aviation operations at the Airport. Permittee expressly warrants and represents without limitation that it shall not at any time during the term of this Permit undertake for itself or cause to be undertaken fitrough others, including, but not limited to its employees, agents, subcontractors, or Invitees, any services permitted to Signature under the Master Lease, including, but not limited to the following:

- a. Installation of any fuel storage and dispensing facilities (including mobile delivery of fuel);
- b. Receipt and storage of any fuel product, including, but not limited to, aviation and motor fuels;
- c. Into-plane or into-truck delivery of any aviation or motor fuels;
- d. Rotorcraft or aircraft sales or rentals (Permittee demonstration flights excluded);
- e. Flight training (Permittee in-house flight training excluded);
- f. Rotorcraft or aircraft radio and instrument sales and service (avionics);
- g. Specialized rotorcraft or alroraft repair service for a third party;
- h. Air transport of mail or cargo for hire;
- Hangaring or servicing of alrcraft for a third party, including without limitation that of a transient or non-based tenant, subtenant, sub-permittee, guest, or invitee of the Permittee;
- . Delcing of aircraft;
- k. Temporary parking, including overnight parking, of aircraft, other than the Aircraft;
- . Maintenance/ avionics services for a third party;
- m. Wash aircraft;
- n. Other activity adverse or disruptive to Signature or Airport interests as may be determined by Signature in its sole but reasonable judgment.

15. <u>Third Party Vendors</u>. Any third party seeking access to any part of the Space and/or the Base to perform any commercial activity ("Third Party Vendor") may enter Signature's leasehold (including the Space) only after the Third Party Vendor has:

- a. Executed the Vendor Release, an exemplar of which is attached as Exhlbit A;
- b. Provided Signature with a Certificate of Insurance for the requisite insurance coverage; and,
- c. Obtained written authorization for entry from Signature via its execution of the Vendor Release.

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

16. <u>Termination of Master Lease</u>. If the Master Lease is terminated or abated, such termination or abatement shall cancel or abate this Permit and Permittee shall look to Signature's successor-in-interest or to the Authority for relief or continuance of its rights as established in this Permit. Permittee shall have the right to remove all of its fixtures, equipment, personal property and other property from the Space deemed to be removable or non-improvement provided Permittee shall repair any damage to the Space as a result of such removal.
17. <u>Destruction or Condemnation of Space</u>. If, after the Effective Date, any significant portion of the Space is destroyed by fire or other casualty, Permittee or Signature shall have the option upon written notice to the other Party to terminate its obligations under this Permit provided Permittee shall not exercise such right in the event such destruction or casualty arises either directly or indirectly from Permittee's acis or omissions. If all or part of the Space is taken or condemned by any authority for any public use or purpose, which renders the Space untenantable or unusable, this Permit shall terminate as of the date tille vests in such authority, and the Aggregate Rent shall be apportioned as of such date.

### 18. Acceptance: Maintenance: Surrender.

a. Permittee accepts the Space in its "as is" condition on the Effective Date of this Permit and Signature shall have no liability or obligation to make any alterations or improvements of any kind on or about any portion of the Space. Permittee shall not alter the Space in any fashion without the prior written consent of Signature, which may be withheld in Signature's sole discretion. Upon the expiration or termination of this Permit, all fixtures Installed or additions and improvements made to the Space, specifically excluding furniture and Permittee's trade fixtures, shall, at Signature's option (to be exercised in its sole discretion) either (i) become the property of Signature and shall remain in the Space, without compensation or payment to the Permittee, unless otherwise agreed to in writing by Permittee and Signature, or (ii) be promptly removed by Permittee, and Permittee shall, at its sole cost and expense, restore the Space to the condition that existed immediately prior to its occupancy of the Space (normal wear and tear excepted) and repair any damage resulting from the removal of the additions and improvements.

b. Subject to section 4.e. herein, Signature is responsible for coordinating all necessary maintenance and routine repair to the Space, specifically excluding any Permittee requested improvements to the space as set forth in Section 18.a. herein. Permittee shall be responsible for all maintenance and repair costs arising from the acts or omissions of the Permittee Stall be responsible for keeping the Space clean and orderly, including the removal of trash and debris from the Space and for complying with applicable rules and the regulations for the operation of equipment and Permittee's business within the Space. The cost of janitorial services to the Space shall be the responsibility of Permittee. Permittee shall have the exclusive right to engage a janitorial service provider of its choice.

c, Permittee shall not perform or conduct any operation that in any way adversely impacts the structural integrity of any portion of the Space or which accelerates its ordinary deterioration.

d. Upon the expiration, or earlier termination, of the Term, Permittee shall immediately remove its personal property and surrender the Space to Signature In good repair and broom clean condition, ordinary wear and tear excepted.

e. Signature and the Authority may enter the Space at all reasonable times for the purpose of routine inspections of the Space, or any other purpose reasonably necessary to protect Signature's or Authority's interest in the Space or to perform Signature's or Authority's duties under this Permit.

19. <u>Signage.</u> Permittee shall not place or permit to be placed in or on the Space any signs or insignlas without Signature's and, if applicable, the Airport's written consent, in the sole discretion of such parties.

20. <u>Non-Exclusive Easements.</u> Signature grants to Permittee a non-exclusive easement to transition Permittee's Airoraft, if applicable, to and from the Hangar Deck Space or other aircraft storage space controlled by Signature to an Airport taxiway and to provide ingress and egress to and from the Space for authorized vehicles, including, all vehicles and other equipment required by Permittee's employees, vendors, contractors and authorized subcontractors. All vehicles and vehicle operators shall fully comply with Signature's and the Authority's rules and regulations regarding Airport and Aircraft Operations Area (AOA) access.

21. <u>Alropert Security</u>. Permittee and the Permittee Group shall comply at its own expense with all applicable security requirements, including, but not limited to, those of Signature, Federal Aviation Regulations ("FAR") and the TSA, any Airport Security Program, all as amended from time to time. Permittee shall take all action necessary or as directed by Authority to

Space Permit REV 5/23/2022

Page 4 of 8

Permittee Initials: \_\_\_\_\_ Signature Initials: YC\_\_\_ ensure that members of the Permittee Group comply with such requirements. If Signature or the Authority incur any fines as a result of the acts or omissions of the Permittee and/or the Permittee Group, Permittee agrees to pay all such fines and penalties in accordance with its indemnification obligation set forth herein and to cure any security deficiency immediately. Signature and the Authority reserve the right to take whatever action necessary to cure any security deficiency if Permittee fails to remedy the security deficiency promptly and to be nbursed any and all costs and expenses associated with such action.

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

### 23. Insurance. а.

Minimum insurance dollar limits required of Permittee:

- Aircraft Hull and Liability
   (1) <u>Aircraft hull</u>: All risk aircraft hull insurance for 100% of total aircraft cost insuring against loss to aircraft or other property
  - Alteral liability: Alteral liability insurance (ground/flight) with a minimum combined single limit at least equal to the regulate commercial general liability (below) covering bodily injury (including passengers) and property damage

     Aircraft hull and liability coverage shall be conditionally waived if this Permit does not include the storage of an aircraft. This conditional waiver

shall be automatically revoked and Permittee shall obtain the requisite coverage if this Permit is later amended to add aircraft storage space.

- il. Liability Airport Premises (1)
  - Commercial General (a) Office Space only: Combined single limit \$1,000,000 per occurrence
  - (b) (c)
  - Turbo Jet Aircraft: Combined single limit \$5,000,000 per occurrence\* Turbo Prop Aircraft: Combined single limit \$3,000,000 per occurrence\* (d)
  - Piston/Reciprocating Alrcraft: Combined single limit \$1,000,000 per occurrence\* \*Aggregate for products and completed operations. The requirement to carry third party products and completed operations liability coverage shall be conditionally waived if Permittee does not offer goods or services to third parties. This conditional waiver shall be automatically revoked and Permittee shall obtain the requisite coverage if Permittee subsequently offers goods or services to third parties. Motor Vehicle: Combined single limit \$5,000,000 per occurrence
  - (2)This coverage is conditionally waived if Permittee does not have a motor vehicle that is both (1) registered in its name and (2) driven on ature's ramp. If Permittee subsequently registers a vehicle in its name and uses it to drive on the ramp, the waiver shall be at revoked and Permittee shall obtain the requisite coverage.
  - Environmental / pollution: Combined Single Limit \$1,000,000 per occurrence (3)

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

II. Property

(1)

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

- iv. Worker's Compensation & Employer's Liability (1) (2)
  - Worker's compensation: The greater of \$500,000 or as required by statute Employer's liability: \$500,000 each occurrence for bodily injury by accident \$500,000 each occurrence for bodily injury by disease

  - \$500,000 aggregate policy limit

(a) Employer's liability coverage shall be conditionally waived if Permittee does not have any employees. This conditional waiver shall be automatically revoked and Permittee shall obtain the requisite coverage if Permittee subsequently hires employees.

Insurers: Special Provisions For Certificates of Insurance. The insurance required to be carried by Permittee pursuant to the terms of this Agreer b. nent shall be b. Insurers: Special Provisions For Certificates of Insurance: The insurance required to be carried by Permittee pursuant to the terms of this Agreement shall be effected under valid and enforceable policies issued by reputable and independent insurers permitted to do business in the State In which the Space Is located, and rated in Best's Insurance Guide, or any successor thereto (or if there be none, an organization having a national reputation) as having a general policyholder rating of "B++" or greater and a financial rating of at least "XII." All such required liability insurance, except (1) worker's compensation and (2) employer's liability shall name (exactly as set forth in quotations). "Signature Flight Support LLC, its parent, subsidiaries, related, and affiliated companies and the Authority" as additional insureds. To the extent All Risk Property is required pursuant to Section 23(a)(ii)(1)(a) above. Signature shall be named as Loss Payee. If the required liability polices do not contain a standard separation of insured provision, they shall be endorsed to provide cross liability coverage. To the extent that such loss, damage or liability is covered by valid and collectible insurance maintained by It, or that pursuant to this Permittes should have been maintained by It. Permittee hereby waives all rights of recovery against Signature and the Signature Group. All required insurance policies shall contain a waiver of subrogation in favor of "Signature Eight Support LLC, its parent, subsidiary, related, and affiliated companies and the Authority". All required insurance policies shall be endored by certificates of insurance that provide at least thirty (30) daws advance written notice of any cancellation or changes adverses to the future file subsidiaries. Permittee may send insurance certificates to the Signature Flight Support LLC, its parent, subsidiary, related, and affiliated companies and the Authority". All required insurance policies shall be endored by certificates to financance that provide LLC, its parent, subsidiary, related, and amiliated companies and the Authority'. All reduired insurance policies shall be evidenced by centricates or insurance final provide at least minty (30), days advance willen notice of any cancellation or changes adverse to the Interests of Signature or its subsidiaries. Permittee may send insurance certificates to the Signature Insurance Department via any of the following methods: (i) by mail to Signature Flight Support LLC, 13485 Veterans Way, Attention: Real Estate 5th Floor, Orlando, FL 32827; or (ii) by email to <u>Realestate@signatureflight.com</u>. Permittee shall reimburse Signature upon demand for any and all third-party vendor costs and expenses incurred by Signature in order to enforce Permittee's compliance with the above insurance requirements, and any such costs and expenses shall be deemed Supplemental Rent hereunder.

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

d. Permittee shall ensure that the certificates of insurance, with respect to the insurance requirements described above, shall state that such coverage is primary and without right of contribution from any insurance carried by Signature and that the liability assumed by Permittee under this Agreement has been specifically insured under the policies above, but such insurance in no way limits Permittee's liability hereunder.

PERMITTEE ACKNOWLEDGES THAT ITS POTENTIAL LIABILITY IS NOT LIMITED TO THE AMOUNT OF ANY LIABILITY INSURANCE COVERAGE OR TO 6 INSURANCE POLICY LIMITS REQUIRED IN THIS PERMIT, FURTHER, PERMITTEE SHALL BE SOLELY RESPONSIBLE FOR INSURING ITS PERSONAL PROPERTY OR OTHER CONTENTS WITHIN OR ABOUT THE SPACE. f.

Minimum insurance dollar limits required of Signature:

Signature shall at all times during the Term; at is sole cost and expense, maintain the same types and amounts of insurance required under the Master Lease

#### 24. Indemnification.

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

Space Permit REV 5/23/2022

Page 5 of 8

Permittee Initials: Signature Initials: YC-

h. Signature's Indemnification. Signature shall be liable for the acts or omissions of Stonature and its respective officers, directors, and employees without limitation and further agrees to indemnify, defend, and forever hold harmless the Permittee Group from and against any and all Damages incurred by the Permittee Group and arising from any negligent or willful acts or omissions of Signature and its respective officers, directors, and employees; provided, however, that this indemnify does not apply to Damages caused by the acts or omissions of the Permittee Group. Such indemnification is subject to and limited by Paragraph 22 Limitation of Llability.

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

#### 25. Environmental Removal and Disposal.

 $\langle \hat{\mathbf{i}} \rangle$ (iii)

a. Compliance with Environmental Regulation. Permittee is solely responsible for the proper removal and disposal of all hazardous substances, hazardous wastes and petroleum products as defined and regulated under applicable local, state, or federal law (collectively, "Regulated Substances") that Permittee, or Permittee Group, generates or otherwise brings, or causes to be brought onto the space or Airport. Such removal and disposal shall include, but not be limited to, proper documentation of such Regulated Substances under its assigned Environmental Protection Agency ("EPA") identification Number in Permittee's name. Permittee agrees to provide Signature, upon request, with the required EPA identification number and copies of any and all documentation in Permittee's name. Permittee shall comply with any and all applicable local, state and federal law and any and all Airport requirements in such removal and disposal. Additionally, Permittee is solely responsible for any and all environmental contamination that impacts the Space or any portion of Signature's period and regulated Group's documentation of any ending of an leasehold premises as a result of the Permittee Group's storage or handling of any Regulated Substances on, in or at the Space.

ħ, Environmental Audits. Permittee acknowledges that Signature may enter the Space from time to time to conduct environmental audits. If such environmental audit reveals the presence of contaminants in excess of acceptable levels under applicable law as a result of Permittee's use of the Space, Signature shall serve written notice to Permittee to correct the conditions within seven (7) days. Permittee shall act diligently to remove any and all such contaminants and to take all such prompt action necessary to satisfy Signature and any authorities having jurisdiction over the Space that proper remediation has occurred as described above. If Permittee fails to act within the seven (7) day period, Signature may act to correct the conditions and shall be entitled to reimbursement for any and all costs directly or indirectly associated with such corrective action.

C. Indemnification by Permittee. Permittee shall indemnify, defend, and forever hold hamless the Signature Group from and against all environmental claims, liabilities, damages, fines, penalties, losses or impairments, including, but not limited to, any penalty or fine imposed by any governmental agency and the expense of cleaning up or disposing of any Regulated Substances, as well as any and all reasonable attorneys' fees (collectively, "Environmental Damages") resulting from the use and occupancy or any negligent act or omission of the Permittee Group. Permittee shall not be responsible for any type of Environmental Damages or any environmental conditions that existed before the Effective Date of the first space permit entered into between the parties (or their predecessors), except to the extent the Permittee Group exacerbates any such issue or matter. The indemnifies set forth herein Paragraph 25(c) shall survive the termination or explration of this Permit.

d. Environmental Protection Procedures. Permittee shall conduct its operations to meet or exceed requirements set forth in applicable local, state, and federal laws and in accordance with safe and proper industry practices in order to prevent environmental accidents. Such practices include but are not limited to the following:

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

system, and immediately notify Signature of any discharge; Permittee shall properly label all containers and shall not place or maintain open containers outside of the Space;

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

(iii) Permittee shall cover all trash containers placed or maintained outside the Space.
26. <u>Compliance With Laws</u>. Each member of the Signature Group and the Permittee Group shall comply with all prevailing and applicable federal, state and local rules, regulations, orders, and laws of all jurisdictions having authority, including, but not limited to the Airport, FAA, TSA, in which the space is located. Permittee represents and warrants to Signature that Permittee is not a party with whom Signature is prohibited from doing business pursuant to the regulations of the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury, including those parties named on OFAC's Specially Designated Nationals and Blocked Persons List. Permittee is currently in compliance with, and shall at all times during the Term remain in compliance with, the regulations of OFAC and any other governmental requirements relating thereto. In the event of any violation of this section, Signature shall be entitled to immediately terminate this Permit and take such other actions as are permitted or required to be taken under law or in equity. Permittee represents and warrants that neither Permittee nor any of its subsidiaries, directors, officers, agents, employees, affiliates or other person associated with or acting on Permittee's behalf have (i) used any corporate fruits or the influence officie affiliate for indirect function for any unlawful. the any of its subsidialities, diffectives, oncerts, agents, employees, animates of using person associated with or acting of refinities of entain twe (r) used any controls to any control to any controls to any controls to any controls to any control to a indemnity obligations shall survive the expiration or earlier termination of this Permit.

 27. <u>Brokers.</u> The Parties acknowledge that no broker was in any way involved consummating this Permit and that no conversations or prior negotiations were had with any broker. The indemnities in Paragraph 24, above, shall be applicable to claims by any broker for a brokerage commission arising out of this Permit.
 28. <u>Notice.</u> Any notice or demand required under this Permit may be by personal service, courier, recognized overnight delivery service, or United States mail (certified mall/postage prepaid only). Notices served by United States mail are deemed properly delivered effective the third (3rd) business day and personal service, courier service and recognized overnight delivery service are deemed served at the time and date of receipt confirmation provided that such notice is addressed to the Permittee as set forth in the Basic Provisions. 20 Default: Remedies.

a. It shall be considered a "Default" pursuant to this Permit if (i) Permittee fails to make, within fourteen (14) calendar days of the date due (the "Grace Period"), payments of Aggregate Rent or any other payment required herein; (ii) Permittee shall fall to perform any non-monetary covenant herein, and such default shall continue for a period of thirty (30) days or such period of time as otherwise specified in this Permit after receipt of written notice of the default from the non-defaulting Party, provided, however, that if such Default is not reasonable susceptible to cure within such thirty (30) day period, Permittee shall be permitted the reasonable additional time as may be required to pursue, through its best and most diligent efforts, the required corrective action, not to exceed an additional thirty (30) days (this subsection ii shall not apply to Permittee's failure to pay Aggregate Rent or to any Parties failure to comply with federal, state, locat, or other law, statute, or regulation); (iii) Permittee shall cease to do business as a going concern; (iv) a petition is filed by or against Permittee under the Bankruptcy Act or any amendment thereto (including a petition for reorganization or an arrangement) or under any other debtor protection haves (v) Permittee assigns its property for the benefit of creditors; (vi) Permittee assigns, transfers or encumbers this Permitt without Signature's express and advance written authorization; or, (vii) there is a saizure of this Permit or the Space or any part thereof, upon execution or by other process of law directed against Permittee, or upon or subject to any creditor's attachment. The Grace Period referenced above with respect to monetary payments shall be revoked without further notice to Permittee in the event Permittee fails more than two (2) times to timely deliver any payment when due (regardless of cure) in any given consecutive twelve (12) month period.

b. In the event of any Default hereunder, Signature shall have the right to pursue any combination of the following remedies: (i) terminate this Permit; (ii)remove the Aircraft and other personal property from the Space and relocate the Aircraft to any location on the ramp upon termination and without notice and Permittee hereby waives any right or claim to recover damages from Signature relating to such towing, removal, and relocation or storage on the ramp; (iii) declare all Aggregate Rent and other amounts payable hereunder for the balance of the Term to be immediately due and payable; (iv) perform any of Permittee's obligations and Permittee shall reimburse Signature for any and all costs and expenses incurred, which a publication with a priority performance of the count of the prior and all costs and expenses incurred. balance of the 1stm to be immediately due and payable; (w) perform any of Permittee's obligations and Permittee shall reimburse signature for any and all costs and expenses incurred, including attorneys' fees, plus an administrative fee equal to ten percent (10%) of such costs, with a minimum of \$100.00; (v) Signature may enter the Space and proceed to sell, in a commercially reasonable *manner*, all goods, chattels and personal property found to offset any portion of Aggregate Rent and outstanding additional payments and Permittee shall pay all costs and expenses incurred or chargeable to Signature as a result of such sale; (vi) Signature may, at Signature's sole option, alter or repair the Space as necessary in order to relet the entire or any part or parts of it either in Signature's name or otherwise on terms at Signature's option which may be less than or greater than the balance of Permittee's Term. No re-entry, alteration, repair or releting shall be construed as Signature's election to terminate this Permit unless Signature has indicated otherwise. Permittee for Permittee's and Permittee's

Space Permit REV 5/23/2022

Page 6 of 8

Permittee initials; Signature InitialsYC successors and assigns hereby irrevocably constitutes and appoints Signature as its agent to collect the rents due and to become due under any of Permittee's permit for the Space (or any parts thereof) without in any way affecting Permittee's obligation to pay any unpaid balance of Aggregate Rent due or to become due hereunder. In addition to the foregoing, Signature is entitled to all rights and remedies available to it at law or equily.

c. If either Party institutes an action to enforce its rights under this Permit, the prevailing Party shall be reimbursed by the other Party for its reasonable attorneys' fees in addition to any other recoverable damages.

d. If Signature shall fail to perform or observe any covenant or requirement of this Permit, and such failure continues for a period of thirty (30) days following receipt of written notice from Permittee of such failure (provided that such time period shall be reasonably extended for so long as Signature difgently prosecutes such cure), Permittee shall have the right to terminate this Permit by written notice to Signature.

e. Permittee agrees that any amounts outstanding beyond any grace or cure period set forth in this Permit shall bear interest at the rate of one and one-half percent (1.5%) per month of the delinquent amount, but in no event shall the foregoing exceed the maximum amount allowable by applicable law.

30. Independent Contractor. The relationship between the Parties shall be that of independent contractors for all purposes and in no event shall persons employed or relained by either Party be employees or agents of the other.

31. Force Maleure. Except for the payment of Aggregate Rent and any other sums due hereunder by Permittee, neither Party shall be liable for its failure to perform under this Permit or for any loss, injury, damage or delay of any nature that is caused by any act of God, act of terronism, act of nature, fire, flood, wind storm, strike, labor dispute, riot, insurrection, war or any other cause beyond either Party's control, providing, however, should the force majeure continue for more than sixty (60) days, either Party may terminate this Permit upon ten (10) days' written notice.

32. Governing Law. This Permit shall be construed, interpreted, and enforced in accordance with the laws of the state in which the Space is located.

33. WAIVER OF JURY TRIAL. THE PARTIES HEREBY WAIVE THEIR RIGHT TO TRIAL BY JURY.

34. <u>Assignment and Subletting</u>. Permittee shall have no right to assign, transfer, mortgage, piedge, hypothecate or encumber this Permit or any interest herein or sublet the Space or any part thereof, or permit the use of the Space by any other party without Signature's prior written consent which may be withheld in its sole discretion. Signature's written consent to such a transaction shall not be deemed a release of Permittee from the obligations of this Permit, unless otherwise stated in writing by Signature. Any such contemplated assignment or subletting may further be subject to advance, written approval by the Authority. The use of the Space by any aircraft other than the Aircraft defined above shall be subject to Signature's prior written approval by the Authority. The use of the Space by any aircraft other than the Aircraft defined above shall be subject to Signature's prior written approval, which may be withheld in its sole discretion. Any such transactions in violation of the foregoing requirement shall be considered null and void and shall constitute an immediate Default, for which no cure period is available; provided however that the obligations of Permittee hereunder shall remain in full force and effect, including but not limited to the Insurance, waiver and indemnification provisions, notwithstanding such a transaction or change of aircraft.

35. <u>Fuel Purchases.</u> Unless Permittee occupies Office or Shop Space only, Permittee agrees to purchase reasonable and substantial quantities of fuel from Signature in connection with the operation of the Aircraft based or otherwise operated from the Space in exchange for Signature funishing Permittee the use of Signature's general aviation terminal facilities and amenities, as well as furnishing other basic and customary Ancillary Services related to the Aircraft based or operated from the Space. Such fuel purchases constitute an integral part of the basis of bargain and material consideration for Signature to enter into this Permit at the rental rates set forth herein.

36. <u>Alcraft Towing</u>. Signature shall have the primary responsibility to tow Alcraft at the Airport as one of the Ancillary Services offered by Signature. The Permittee Group agrees not to undertake the towing/repositioning of the Alcraft, except in the event of an emergency. "Emergency" is defined as an unanticipated and sudden event in which the safety, security or Integrity of an Alcraft or a person, or their property, is in imminent peril or jeopardy. Permittee shall indemnify, defend and hold harmless the Signature Group from and against any and all damages resulting from towing by Permittee.

37. <u>Time of Essence</u>. Time is of the essence in this Permit,

38. Amendment, No amendment, modification or alteration of the terms of this Permit shall be binding unless it is in writing and executed by both Parties.

39. Entire Agreement. All Exhibits attached hereto are fully incorporated into the terms and conditions of this Permit. This Permit constitutes the entire agreement and all prior correspondence, memoranda, negotiations, or understandings (written or oral) and are merged into and superseded by this Permit, excepting the Parties' joint and several obligations under the Master Lease. This Permit shall be interpreted simply according to the plain meaning of its terms and not strictly for or against with Party regardless of which Party drafted it.

40. <u>Severability.</u> If any authority with proper jurisdiction determines that any provision is illegal, unenforceable, or invalid in whole or in part for any reason, all valid and enforceable provisions remain unaffected.

41. <u>Applicability.</u> The provisions of Paragraph 22 and Paragraph 24 shall bind Permittee and Signature with respect claims, losses, and damages arising with respect to the Space and all additional services performed by Signature with respect to the Permittee Group and its property (including the Aircraft) throughout the Base and at any other fixed base operation owned, operated, managed or controlled by Signature.

42. <u>Election of Remedies</u>. The Parties' rights and remedies are cumulative and in addition to all other rights and remedies at law and equity. No action initiated by either Party shall be construed or interpreted as a sole election of remedies and will in no way diminish, restrict, prejudice or otherwise waive any other rights or remedies.

43. <u>Authority Consent Required.</u> Permittee acknowledges that, pursuant to the provisions of the Master Lease, Signature may be required to obtain Authority's written consent to this Permit, and accordingly, if applicable, the obligations, understandings and commitments of the Parties as set forth herein are expressly subject to obtaining such Authority consent.
44. <u>Estoppei Certificates.</u> Permittee shall, within fifteen (15) days after any written request from Signature, execute, acknowledge and deliver a statement certifying certain facts regarding this Permit, including but not limited to confirming the effectiveness of this Permit and the status of any defaults thereunder and/or such other matters as Signature may reasonably request. Any such statement may be relied upon by or as may be requested by Signature, its lenders, insurance carriers, auditors, and prospective purchasers. If Permittee shall fail to execute and return such statement within the time required herein, Permittee shall be deemed to have agreed with the matters set forth therein.

45. <u>Relocation</u>. Notwithstanding any provision of this Permit to the contrary, Signature shall have the right to temporarily relocate the Aircraft to reasonably similar space at the Base without prior notice to Permittee. Signature shall have the option to permanently relocate the Space upon thirty (30) days' prior written notice to Permittee and at Signature's sole cost and expense. In the event Permittee objects to such permanent relocation, Permittee may elect to terminate this Permit by written notice delivered to Signature within fifteen (15) days of receipt of the foregoing notice from Signature with such termination effective upon the thirtieth (30<sup>th</sup>) day following said notice from Signature. In addition to the foregoing, Signature shall have the right, but not the obligation, to relocate any Aircraft which is not airworthy from the Space to another portion of the Base in Signature's sole discretion.

46. <u>Non-Waiver</u>. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or default not expressly identified by such written waiver, whether of a similar or different character, and waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

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

48. Inclement Weather. In the event of any inclement weather (each event, a "Storm") Permittee hereby requests that Signature continue to store the Aircraft in the Hangar Space during the period that the Storm may strike or adversely affect the Hangar Space. In consideration of such storage, and notwithstanding any other agreement, lease or license, whether verbal or in writing, to the contrary, Permittee confirms that Permittee assumes all risk that the Aircraft may be damaged or destroyed by the effects of the Storm while in storage in the Hangar Space. Signature makes no warranties or representations of any kind that the Aircraft can be protected from the effects of the Storm. Permittee agrees to indemnify, hold harmless, release and defend Signature and the Signature Group from any and all Damages arising out of any effects of a Storm. Permittee shall be solely responsible for any such losses or it will look solely to its insurance coverage. Permittee walves all rights of subrogation for itself and its insurance carriers.

Remainder of page Intentionally left blank.

Space Permit REV 5/23/2022

Page 7 of 8

Permittee Initials: \_\_\_\_\_ Signature Initials: \_<del>\_\_\_C</del>

# Exhibit A Third Party Vendor Release ("Release")

the FBO premises on a temporary basis, consistent with the terms and conditions hereinafter stated.
1. <u>Vendor</u> . The name, address, and telephone number of the Vendor are as follows:
Name: D & Y FINEST DETAILING INC. Address; P.O. BOX 1723 New York, NY 10185
Telephone: 914-999-0365 Email: DYFINESTDETAILING@HOTMAIL.COM
Service provided ("Service"): AIRCRAFT CLEANING SERVICES
<ol> <li><u>Services To Be Performed.</u> Vendor shall enter Signature's Premises for the sole purpose of performing Service at the request of Signature or its customer, Permittee, tenant, Aircraft owner, pilot or other designated representative. Vendor shall be authorized only to perform the Service noted above and only in the area(s) designated for such Service by local Signature management. Vendor expressly agrees that at no time shall its activities infringe upon the or its customers' ability to operate aircraft or use Signature's leasehold, including, but not limited to, ingress and egress from the FBO, offices, shops, ramps or parking lots.</li> <li><u>Compliance With Laws</u>, Vendor represents that it shall adhere to the prevailing and applicable rules of the Airport, Federal Aviation Administration ("FAA"), and the Transportation Security Administration ("TSA").</li> <li><u>Indemnification</u>. Vendor agrees to indemnify, defend and hold harmless Signature and the Airport, their respective officers, directors, agents and employees and Signature's parent, subsidiary, related and affiliated companies from and against any and all liabilities, damages, injuries, losses, claims, fines, penalties or judgments, of any kind whatsoever (including those arising from third parties), including all costs, attorneys' fees, and expenses incidental thereto, which may be suffered by, or charged to, Signature by reason of any loss of or damage to any property or injury to or death of any person arising out of or by reason of any breach, violation or non-performance by Vendor or its agents, servants, consultants, contractors, subcontractors, licensees or employees of any covenant or condition of this</li> </ol>
Release or by any act or failure to act or negligence of such persons.
<ol> <li>Insurance. Before commencing Services, Vendor shall evidence the following types and amounts of insurance:</li> </ol>
I. Liability - Airport Premises
(1) <u>Commercial general</u> Combined single limit \$5,000,000 per occurrence, products and completed operations
(2) <u>Motor vehicle</u> Combined single limit \$5,000,000 per occurrence
<ul> <li>(a) This coverage is conditionally waived if Vendor does not have a motor vehicle that is both (1) registered in its name and</li> <li>(2) driven on Signature's ramp. If Vendor subsequently registers a vehicle in its name and drives on the ramp, the waiver shall be automatically revoked and Vendor shall obtain the requisite coverage.</li> </ul>
(3) Environmental / pollution Combined Single Limit \$5,000,000 per occurrence.
(a) This coverage shall be conditionally waived if this Release does not include the maintenance of aircraft. This conditional waiver shall be automatically revoked and Vendor shall obtain the requisite coverage if this Release is later amended to add aircraft maintenance or if Vendor commences, without amendment, performance of aircraft maintenance in the Space.
ii. Worker's Compensation & Employer's Liability
(1) Worker's compensation The greater of \$500,000 or as required by statute
(2) <u>Employer's liability</u> \$500,000 each occurrence for bodily injury by accident
\$500,000 each occurrence for bodily injury by disease
\$500,000 aggregate policy limit
Special Provisions For Certificates of Insurance: All such required liability insurance, except (1) motor vehicle, (2) worker's compensation, and (3)
employer's liability shall name (exactly as set forth in quotations) "Signature Flight Support LLC, its parent, subsidiary, related, and affiliated companies and the Authority" as additional insureds. If the required liability polices do not contain a standard separation of insured provision, they shall be endorsed to provide cross
lability coverage. All regulated insurance policies, except (1) motor vehicle, (2) worker's compensation, and (3) employer's liability shall contain a waiver of subrogation
In favor of "Signature Flight Support LLC, its parent, subsidiary, related, and affiliated companies and the Authority". All required insurance policies shall be evidenced
by certificates of insurance that provide at least thirty (30) days advance written notice of any cancellation or changes adverse to the interests of Signature or its
subsidiaries. Minimum insurance amounts stated shall not be lowered without express written consent of Signature. Higher insurance limits may be required by the Airport, in which case, the Airport's limits shall supersede the limits stated above.
NERROD A OWNOWS PROFO THAT ITS ROTENTIAL 2 JADIN ITS IS NOT I BUTCH TO THE ABOUNT OF ANY I LODG ITS INCODANCE

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

Signature Flight Support LLC

Ву:
Name:
Title:

Date:		_	

Vendo	r.		~	
By:	you	anny	Corr	a
	0			

Name: Yovanny Correa VICE PRESIDENT

Title: VICE PRESI

Date: 04-12-2023

Space Permit REV 5/23/2022

Page 8 of 8

Permittee Initials: \_\_\_\_\_ Signature Initials: \_\_\_\_\_\_ **PALM BEACH COUNTY,** a political subdivision of the State of Florida, (the "County"), by and through its Department of Airports, under that certain Lease Agreement with Signature Flight Support LLC, (the "Lessee"), dated September 30, 2004, (R-2004-1990, as amended), (the "Lease Agreement"), hereby consents to Lessee entering into a Space Permit with Clean Takeoff, LLC, (the "Sublessee"), effective as of April 15, 2023, (the "Sublease") for the sublease of space contained within the leasehold of Lessee under the Lease Agreement, as summarized in the attached " Space Permit".

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

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

APPROVED this 30 day of 30

Title: Director of Airports

Approved as to Form and Legal Sufficiency:

By: <u>Unne Kelfant</u> 8/29/23 County Attorney

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

# SPACE PERMIT

### "Effective Date": 4/15/2023

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

"Permittee": Clean Takeoff, LLC, A Florida Corporation

### "Permittee Management Company" NA

"Master Lease": Signature and Palm Beach County ("Authority') entered into a lease ("Master Lease") for certain land (the "Base") at the Palm Beach International Airport in West Palm Beach, Florida ("Airport").

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

Building Name	Space Type (Hangar/T-Hangar) (Office/Shop/Ramp)	Rentable Square Feet	Suite Number	Monthly Base Rent
Hangar E or A	Hangar	25	NA	\$160
Additional Mont	hly CAM charge		· · · · · · · · · · · · · · · · · · ·	\$15
TOTAL MONTHL	Y BASE RENT			\$175

<sup>1</sup> Charge is based on Permittee's proportionate share of actual reimbursable expenses from immediately preceding year and is subject to annual adjustment.

"Space": Permittee shall, during the Term hereof, have access to and use of certain portions of the Base (collectively listed above), as follows, collectively:

"Hangar Space" (listed above) means the non-dedicated, non-exclusive use of hangar deck space in the Hangar listed above for the purpose of storing the "Aircraft" (defined below).

"Office Space" (listed above) means the exclusive use of the area listed above.

"Shop Space" (listed above) means the exclusive use of the area listed above.

"Ramp Space" (listed above) means non-dedicated, non-exclusive use of area listed above for the purpose of storing the Aircraft.

"Aircraft": The following described aircraft, which is/are directly owned, leased, managed, operated or otherwise in the care, custody and control of Permittee (the "Aircraft"):

Aircraft Make	Aircraft Model	Tail Number	Serial Number
(2)	·····		
(3)			
(4)			
(5)			
(6)			

**"Term"**: This Space Permit ("Permit") shall be for an initial term, commencing upon the earlier of the Effective Date ("Effective Date") or the date on which Permittee actually took occupancy of the Space and expiring 4/30/2024 ("Term").

Space Permit REV 5/23/2022

Page 1 of 8

Permittee Initials: <u>RO</u> Signature Initials: \_\_\_\_ :

÷

.....

\*\*\*\*\*

ł

# "Security Deposit": \$ 320

# Addresses for Notices:

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

With a copy to: Signature Flight Support LLC Attention: Manager, Contracts 13485 Veterans Way, Suite 600 Orlando, Florida 32827 Email: legalnotices@signatureaviation.com

And Signature Flight Support LLC Attention: Robert Murphy; General Manager 1500 Perimter Road West Palm Beach, FL 33406 Email: robert.murphy@signatureflight.com

If to Permittee: Clean Takeoff, LLC Address: 1170 Lee Wagener Blvd Ft Lauderdale, FL 33315 Attention: Pablo Sanchez Cell: 786.975.6255 Email; pablo.sanchez@cleantakeoff.com

The "Permit" consists collectively of these Basic Provisions and the following attachments (i) General Terms & Conditions; and (ii) Exhibit A – "Third Party Vendor Release".

IN WITNESS WHEREOF, the authorized representatives of Signature and Permittee have executed this Permit as of the later of the dates set forth below.

Signature

Bv: Printed Name: Title:

Witness:\_\_\_\_\_
Printed Name: \_\_\_\_\_
Date:

Permittee	ķ
-----------	---

By: **Robeidy Ortiz** Printed Name: Title: President Witness: Printed Name. Pablo Sanchez Date: 04/11/2023

Space Permit REV 5/23/2022

Page 2 of 8

Permittee Initials: <u>RO</u> Signature Initials: \_\_\_\_

### SPACE PERMIT GENERAL TERMS AND CONDITIONS

1. <u>Basic Provisions</u>. The Basic Provisions preceding these General Terms and Conditions are incorporated herein and binding upon Signature and Permittee. For purposes of this Permit, Signature and Permittee may from time to time be referred to individually as a "Party" and collectively as the "Parties."

Term. This Permit shall be for Term as defined above. Permittee shall vacate the Space upon the expiration or earlier termination of this Permit. Permittee shall reimburse Signature for, and indemnify Signature against, all damages, costs, liabilities and expenses, including attorneys' fees, which Signature shall incur on account of Permittee's delay in so vacating the Space. If Permittee shall not vacate the Space upon the expiration or earlier termination of this Permit, the Base Rent shall be increased to 200% of the Base Rent then in effect and Permittee's obligation to pay Aggregate Rent shall continue, but nothing herein shall limit any of Signature's rights or Permittee's obligations arising from Permittee's failure to vacate the Space, including, without limitation, Signature's right to repossess the Space and remove all persons and property therefrom at any time after the expiration or earlier termination of this Permit and Permittee's obligations and covenants arising pursuant to this permit, including but not limited to its waivers, and obligations to reimburse and indemnify Signature as provided in the preceding sentence or as otherwise set forth in this Permit.

Aircraft. The Hangar Space and/or Ramp Space, as applicable, shall be used and occupied by Permittee for the storage of only the Aircraft. 3. 4.

Rent.

a. Base Rent. Permittee agrees to pay Base Rent to Signature (a prorated amount if the Term commences on a day other than the first day of the month), and, on the first day of each month thereafter Aggregate Rent (as defined below). Base Rent is payable in advance without notice, setoff, demand or deduction, except as provided in this Permit.

b. Annual Base Rent Adjustment. On the first anniversary of the Effective Date and continuing each anniversary thereafter (each an "Adjustment Date"), the then-current Base Rent shall be increased by the greater of the following: (i) three and one-half percent (3.5%) or (ii) the "CPI Adjustment". For purposes of this Permit, the "CPI" shall be the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for CPI U (All Urban Consumers), for All Urban Consumers, All Items (1982-1984 = 100). The "CPI Adjustment" shall be an amount equal to the Current Index Number minus the Base Index Number, divided by the Base Index Number. The "Current Index Number" shall be the CPI to the constituent of the Bureau of Labor Statistics of the U.S. Department of Labor for CPI U (All Urban Consumers), for All Urban Consumers, All Items (1982-1984 = 100). The "CPI Adjustment" shall be an amount equal to the Current Index Number minus the Base Index Number, divided by the Base Index Number. The "Current Index Number" shall be the CPI to the constituent of the Date of the Date of the Current Index Number of Labor for CPI Adjustment". The "Current Index Number is hell be the CPI to the constituent of the Date of the Current Index Number of Labor for CPI Adjustment". for the month two (2) months prior to the Adjustment Date. The 'Base Index Number' shall be the CPI for the month twelve (12) months prior to the Current Index Number. In the event the compliation and/or publication of the CPI shall be discontinued or materially altered, Signature shall choose a reasonable replacement index. Failure to notify Permittee of such an adjustment shall not waive Signature's right to impose such an adjustment in accordance with the foregoing effective as of the applicable Adjustment Date.

Supplemental and Aggregate Rent. In addition to the Base Rent, Permittee shall pay to Signature, on a monthly basis, except for real estate taxes which shall C. be paid on an annual basis, along with such Base Rent, any and all additional sums other than Base Rent due and owing to Signature as a result of Permittee's tenancy, including but not limited to the Facility Charge, CAM Charge, and those amounts referenced in Section 4(d) below ("Supplemental Rent"). Base Rent and Supplemental Rent are hereinafter referred to collectively as "Aggregate Rent".

d. Airport Concession Faes and Charges; and Taxes. Permittee agrees to pay Airport concession fees, charges, and/or taxes, which shall be assessed at the rate applicable at the time of each monthly Base Rent payment and subject to change at the Airport's (or Authority's) discretion, as well as all applicable and then-prevailing state and federal taxes relating to Permittee's use and/or the terms and conditions of this Permit, including but not limited to ad valorem and real estate taxes.

taxes reliang to Permittee's use and/or the terms and conditions or this Permitt, including out not imittee to ad valuem and real estate taxes.
 Common Area Maintenance. (CAM) Charge: Permittee shall pay to Signature monthly, as Supplemental Rent, the Permittee's proportionate share of expenses of every kind paid or incurred by Signature for the operation, upkeep, maintenance, repair or renewal of the Space and Common Use Areas. The CAM Charge shall include, but is not limited to, maintenance and tandscaping, fire suppression system maintenance and certification, security and access controls/phones, utilities, and property insurance. Notwithstanding the foregoing, the CAM Charge shall exclude the following: (1) Master Lease rent; (2) capital improvements; (3) mortgage payments; (4) depreciation; (5) leasing commissions, attorneys' fees, space planning costs; (6) any amounts paid to affiliates of Signature to the extent such amounts exceed amounts that would have reasonably been paid to unrelated third parties for similar services; (7) any of Signature's overhead and general administration expenses; (8) advertising and promotional expenditures; (9) penalties, fees or interest incurred as a result of Signature's failure to make a payment when due. The CAM Charge shall be use (7) and but the full of the provident to the parties for similar services; (7) any of Signatures and adjusted charge shall be use (7) and provident to the parties of the provident to the payment when due. The CAM Charge shall be use (7) and provident to the payment when due. The CAM Charge shall be use (7) and provident to the payment when due. The CAM Charge shall be use (7) and pay of the payment when due. The CAM Charge shall be use (7) and pay of the payment when due. The CAM Charge shall be use (7) and payment when due. The CAM Charge shall be use (7) and pay of the payment of the payment when due. The CAM Charge shall be use (7) and payment when due to the pay of the payment when due.

f. Late Fee. Any payment not delivered within seven (7) calendar days following the date due shall be subject to a late fee equal to the greater of: (i) \$100; or (ii) ten percent (10%) of the amount due, but in no event higher than the maximum rate allowable by law. Any late fee so imposed shall be deemed Supplemental Rent.

5. Security Deposit. Permittee shall deposit the sum of two (2) months' estimated Base Rent ("Security") with Signature as security for the faithful performance by Permittee of its obligations under this Permit. Signature may apply any portion of the Security against any indebtedness which is not paid when due. If Signature pays Permittee's indebtedness from such Security or if Permittee's Base Rent increases, Permittee shall deposit an amount to replenish the Security to the sum of two (2) months' estimated Base Rent within ten (10) business days of Signature's written demand. Payment of any indebtedness from such Security does not waive Signature's right to any other remedy provided by this Permit or by law, Signature shall report the Security, without interest, upon Permittee's performance in full of its obligations under this Permit at the end of the Term

Authority, Permittee represents that it is fully authorized to enter into this Permit on behalf of the Permittee and any owner(s) of the Aircraft and to bind the Permittee and the Aircraft owner(s) to the terms and conditions set forth in this Permit.

7. <u>Storage</u>. Permittee shall prohibit the storage, maintenance (including washing), or operation of any motor vehicle, recreational vehicle, or boat in the Space. Permittee covenants and agrees that at no time during the Term will Permittee, together with its agents, employees, contractors, subcontractors, invitees, officers, directors, servants or vendors (collectively, hereinafter referred to as ("Permittee Group"), be permitted to store, maintain or operate any motor vehicle, recreational vehicle, or any vehicle considered to be personal property in, around, or upon the Space.

8. <u>Common Areas.</u> Permittee is authorized to use designated common use areas of the Base, including, but not limited to, restrooms, entry ways, hallways and vending areas, as specified by Signature's local general manager, subject to reasonable rules and regulations imposed by Signature.

9. Security of Personal Property. Permittee is at all times responsible for securing and tocking the Aircraft, including but not limited to properly attaching tie down ropes or chains, Signature's performance of any Ancillary Services or providing ropes, chains, or chocks does not constitute Signature's acceptance of responsibility for the Aircraft soverall security. Signature shall not accept keys to Permittee's Aircraft, automobiles, or other vehicles. Signature shall not be responsible for the storage or security of Permittee's personal property, including but not limited to deliveries made to Permittee acknowledges that any security or safety measures amployed by Signature are for the protection of Signature's own interests; that Signature is not a guarantor of the security or safety of Permittee, its employees, guests, contractors or licensees, or of its property; and that such security and safety matters are the responsibility of Permittee and the local law enforcement authorities.

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

Master Lease: Alteration of Prevailing Land Rents by Authority. The Master Lease and all amendments thereto, prior to and subsequent to the Effective Date, are 11. Incorporated herein and are available for Permittee's inspection and review. The terms and conditions of this Permit shall be subject and such notice shall not be deemed a waiver of Signature's right to such payment.

12. <u>Taxes</u>. Additionally, Permittee agrees to pay all such taxes and assessments, which are assessed against or provided to Signature for personal property in the care, custody and control of Permittee located in, on or about the Space. Signature agrees to furnish Permittee promptly with all pertinent official tax bills, statements, invoices, and assessments consistent with Signature's receipt of same. Permittee hereby authorizes Signature to provide information relating to the presence of Permittee's personal property on or about the Space as requested by any governmental authority having jurisdiction or authority with respect to the taxation of such personal property.

Space Permit REV 5/23/2022

Page 3 of 8

Permittee Initials: <u>RO</u> Signature Initials: \_\_\_\_

•

. . . . . . . . . . . . . .

÷

ł

13. <u>Signature Ancillary Services</u>, it is acknowledged by the Parlies that other services not described in this Permit may be requested by Permittee for the Aircraft (or on behalf of the Aircraft owner/operator) to be performed by Signature. Such ancillary services may include, but are not limited to, the sale of aircraft parts and components, temporary hangar space, the performance of aircraft maintenance and avionics, fueling, detueling, decing and interior/exterior cleaning (collectively, "Ancillary Services"). Signature agrees to furnish and/or perform such Ancillary Services at the request of the Permittee at Signature's prevailing and locally-established rates or as otherwise negotiated between Signature local management and Permittee. Such requests may be made by Permittee verbally or in writing. If such Ancillary Services are provided, Permittee agrees to pay Signature for all such work, which shall be subject to all of the terms and conditions of this Permit. Any sums due and owing to Signature as a result of its provision of Ancillary Services shall be Supplemental Rent unless paid for at the time of aervice. service.

14. <u>Prohibited Uses.</u> Permittee shall not use the Space for any use which is not expressly allowed by the Master Lease or any applicable rule or regulations, and further, Permittee shall not allow the use of the Space for the operation of a fixed base operation or any business substantially similar to any portion of Signature's authorized general or commercial aviation operations at the Airport. Permittee expressly warrants and represents without limitation that it shall not at any time during the term of this Permit undertake for itself or cause to be undertaken through others, including, but not timited to its employees, agents, subcontractors, or invitees, any services permitted to Signature under the Master Lease, including, but not limited to the following:

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

I.

15,

Other activity adverse or disruptive to Signature or Airport interests as may be determined by Signature in its sole but reasonable judgment. n.

Third Party Vendors. Any third party seeking access to any part of the Space and/or the Base to perform any commercial activity ("Third Party Vendor") may enter Signature's leasehold (including the Space) only after the Third Party Vendor has:

- Executed the Vendor Release, an exemplar of which is attached as Exhibit A; a.
- b. Provided Signature with a Certificate of Insurance for the requisite insurance coverage; and,
- Obtained written authorization for entry from Signature via its execution of the Vendor Release C.

C. Obtained written authorization for entry from Signature via its execution of the Vendor Release. Permittee shall bear any and all costs associated with ensuring such Third Party Vendors fully comply with any and all prevailing Airport and government regulations, including, but not limited to, authorization to perform services by the Authority through Signature, those of the Federal Aviation Administration ("FAA") and the Transportation Security Administration ("TSA") for all purposes, including, but not limited to security, identification, and clearance for access. Permittee agrees that at no time shall it or its Third Party Vendor's activities infringe upon the ability of Signature's other customers or Signature to conduct business or operate aircraft, including, but not limited to, ingress and egress from the Space and/or Signature's leasehold. Termination of Master Lease. If the Master Lease is terminated or abated, such termination or abatement shall cancel or abate this Permit and Permittee shall look to 16.

Signature's successor-in-interest or to the Authority for relief or continuance of its rights as established in this Permit. Permittee shall have the right to remove all of its fixtures, equipment, personal property and other property from the Space deemed to be removable or non-improvement provided Permittee shall repair any damage to the Space as a result of such removal. Destruction or Condemnation of Space. If, after the Effective Date, any significant portion of the Space is destroyed by fire or other casualty. Permittee or Signature shall 17.

have the option upon written notice to the other Party to terminate its obligations under this Permit provided Permittee shall not exercise such right in the event such destruction or casually arises either directly or indirectly from Permittee's acts or omissions. If all or part of the Space is taken or condemned by any authority for any public use or purpose, which renders the Space untenantable or unusable, this Permit shall terminate as of the date title vests in such authority, and the Aggregate Rent shall be apportioned as of such date. Acceptance: Maintenance: Surrender. 18.

a. Permittee accepts the Space in its "as is" condition on the Effective Date of this Permit and Signature shall have no liability or obligation to make any attentions or improvements of any kind on or about any portion of the Space. Permittee shall not alter the Space in any fashion without the prior written consent of Signature, which may be withheld in Signature's sole discretion. Upon the expiration or termination of this Permit, all fixtures installed or additions and Improvements made to the Space, specifically excluding furniture and Permittee's trade fixtures, shall, at Signature's option (to be exercised in its sole discretion) either (i) become the property of Signature and shall remain in the Space, without compensation or payment to the Permittee, unless otherwise agreed to in writing by Permittee and Signature, or (ii) be promptly removed by Permittee, and Permittee shall, at its sole cost and expense, restore the Space to the condition that existed immediately prior to its occupancy of the Space (normal wear and tear excepted) and repair any damage resulting from the removal of the additions and improvements.

b. Subject to section 4.e. herein, Signature is responsible for coordinating all necessary maintenance and routine repair to the Space, specifically excluding any Permittee requested improvements to the space as set forth in Section 18.a. herein. Permittee shall be responsible for all maintenance and repair costs arising from the acts or omissions of the Permittee Group. Permittee shall be responsible for keeping the Space clean and orderly, including the removal of trash and debris from the Space and for complying with applicable rules and regulations for the operation of equipment and Permittee's business within the Space. The cost of janitorial services to the Space shall be the responsibility of Permittee. Permittee shall have the exclusive right to engage a janitorial service provider of its choice.

Permittee shall not perform or conduct any operation that in any way adversely impacts the structural integrity of any portion of the Space or which accelerates its C. ordinary deterioration.

Upon the expiration, or earlier termination, of the Term, Permittee shall immediately remove its personal property and surrender the Space to Signature in good d. repair and broom clean condition, ordinary wear and tear excepted.

Signature and the Authority may enter the Space at all reasonable times for the purpose of routine inspections of the Space, or any other purpose reasonably e. necessary to protect Signature's or Authority's Interest in the Space or to perform Signature's or Authority's duties under this Permit.

Signage. Permittee shall not place or permit to be placed in or on the Space any signs or insignias without Signature's and, if applicable, the Airport's written consent, in the 19. sole discretion of such parties.

20. <u>Non-Exclusive Easements</u>. Signature grants to Permittee a non-exclusive easement to transition Permittee's Aircraft, if applicable, to and from the Hangar Deck Space or other aircraft storage space controlled by Signature to an Airport taxiway and to provide ingress and egress to and from the Space for authorized vehicles, including, all vehicles and other equipment required by Permittae's employees, vendors, contractors and authorized subcontractors. All vehicles and vehicle operators shall fully comply with Signature's and the Authority's rules and regulations regarding Airport and Aircraft Operations Area (AOA) access.

21. <u>Alrport Security</u>. Permittee and the Permittee Group shall comply at its own expense with all applicable security requirements, including, but not limited to, those of Signature, Federal Aviation Regulations ("FAR") and the TSA, any Airport Security Program, all as amended from time to time. Permittee shall take all action necessary or as directed by Authority to

Space Permit REV 5/23/2022

Page 4 of 8

Permittee Initials: RO Signature Initials:

ensure that members of the Permittee Group comply with such requirements. If Signature or the Authority incur any fines as a result of the acts or omissions of the Permittee and/or the Permittee Group, Permittee agrees to pay all such fines and penalties in accordance with its indemnification obligation set forth herein and to cure any security deficiency immediately. Signature and the Authority reserve the right to take whatever action necessary to cure any security deficiency if Permittee fails to remedy the security deficiency promptly and to be reimbursed any and all costs and expenses associated with such action.

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

#### 23. insurance. a.

Minimum insurance dollar limits required of Permittee:

- Aircraft Hull and Liability
   (1) <u>Aircraft hull</u>. All risk aircraft hull insurance for 100% of total aircraft cost insuring against loss to aircraft or other property

Arcraft lability: Aircraft lability insurance for 100% or loter aircraft cost insuring against loss to aircraft or other property
 <u>Aircraft lability</u>: Aircraft lability insurance (ground/flight) with a minimum combined single limit at least equal to the requisite commercial general liability (below) covering bodily injury (including passengers) and property damage
 Aircraft hull and liability coverage shall be conditionally waived if this Permit does not include the storage of an aircraft. This conditional waiver shall be automatically revoked and Permittee shall obtain the requisite coverage if this Permit is later amended to add aircraft storage space.

ii. Liability - Airport Premises (1)

- Sort Premises

   <u>Commercial General</u>
   (a) Office Space only: Combined single limit \$1,000,000 per occurrence
   (b) Turbo Jet Aircraft: Combined single limit \$5,000,000 per occurrence\*
   (c) Turbo Prop Aircraft: Combined single limit \$3,000,000 per occurrence\*
   (d) Piston/Reciprocating Aircraft: Combined single limit \$1,000,000 per occurrence\*
   \*Aggregate for products and completed operations. The requirement to carry third party products and completed operations liability coverage shall be conditionally waived if Permittee does not offer goods or services to third parties. This conditional waiver shall be automatically revoked and Permittee shall obtain the requisite coverage if Permittee subsequently offers goods or services to third parties.
- (a) This coverage is conditionally waived if Permittee does not have a motor vehicle that is both (1) registered in its name and (2) driven on Signature's ramp. If Permittee subsequently registers a vehicle in its name and uses it to drive on the ramp, the waiver shall be automatically (2)
- (3)

Signame's ramp, in Permittee subsequently registers a vertice and share and uses it to unite trainip, it is indice, and no decidential revoked and Permittee shall obtain the requisite coverage. <u>Environmental / pollution:</u> Combined Single Limit \$1,000,000 per occurrence (a) This coverage shall be conditionally valved if this Permit does not include the maintenance of aircraft. This conditional waiver shall be automatically revoked and Permittee shall obtain the requisite coverage if this Permit is later amended to add aircraft maintenance or if Permittee commences, without amendment, performance of aircraft maintenance in the Space (including but not limited to aircraft washing).

iii. Property

### (1)

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

iv. Worker's Compensation & Employer's Liability (1) {2)

- Worker's compensation: The greater of \$500,000 or as required by statute <u>Employer's liability</u>: \$500,000 each occurrence for bodily injury by accident \$500,000 each occurrence for bodily injury by disease
- - \$500,000 aggregate policy limit

(a) Employer's liability coverage shall be conditionally waived if Permittee does not have any employees. This conditional waiver shall be automatically revoked and Permittee shall obtain the requisite coverage if Permittee subsequently hires employees.

Insurers: Special Provisions For Certificates of Insurance: The insurance required to be carried by Permittee pursuant to the terms of this Agreement shall be b. Insurers: Special Provisions For Certificates of Insurance: The insurance required to be carried by Permittee pursuant to the terms of this Agreement shall be effected under valid and enforceable policies issued by reputable and independent insurers permitted to do business in the State in which the Space is located, and rated in Best's Insurance Guide, or any successor thereto (or if there be none, an organization having a national reputation) as having a general policyholder rating of "B++" or greater and a financial rating of at least 'XIII." All such required liability insurance, except (1) worker's compensation and (2) employer's liability shall name (exactly as set forth in quotations) "Signature Flight Support LLC, its parent, subsidiaries, related, and affiliated companies and the Authority" as additional insureds. To the extent All Risk Property is required pursuant to Section 23(a)(ii)(1)(a) above, Signature shall be named as Loss Payee. If the required liability polices do not contain a standard separation of insured provision, they shall be endorsed to provide cross liability coverage. To the extent that such loss, damage or liability is covered by valid and collectible insurance policies shall contain a waiver of subrogation in favor of "Signature Flight Support LLC, its parent, subsidiary, related, and affiliated companies and the Authority". All required insurance policies shall be evidenced by certificates of insurance that provide at least thirty (30) days advance written notice of any cancellation or changes adverse to the interests of Signature or its subsidiaries. Permittee may send insurance certificates to the Signature Insurance policies shall be evidenced by certificates to finance insurance policies and y and all third-party vendor costs and expenses incurance that provide at least thirty (30) days advance written notice of any cancellation or changes adverse to the interests of Signature or its subsidiaries. Permittee may send insurance certificates to the Signature Ins

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

Permittee shall ensure that the certificates of insurance, with respect to the insurance requirements described above, shall state that such coverage is primary and d. without right of contribution from any insurance carried by Signature and that the liability assumed by Permittee under this Agreement has been specifically insured under the policies above, but such insurance in no way limits Permittee's liability hereunder.

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

Ŧ.

Minimum insurance dollar limits required of Signature: Signature shall at all times during the Term, at is sole cost and expense, maintain the same types and amounts of insurance required under the Master Lease. 24. Indemnification.

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

Space Permit REV 5/23/2022

Page 5 of 8

Permittee initials: RO Signature Initials;

b. Signature's Indemnification. Signature shall be liable for the acts or omissions of Signature and its respective officers, directors, and employees without limitation and further agrees to indemnify, defend, and forever hold harmises the Permittee Group from and against any and all Damages incurred by the Permittee Group and arising from any negligent or willful acts or omissions of Signature and its respective officers, directors, and employees; provided, however, that this indemnify does not apply to Damages caused by the acts or omissions of the Permittee Group. Such indemnification is subject to and limited by Paragreph 22 Limitation of Liability.

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

## Environmental Removal and Disposal.

25. Environmental Removal and Disposal.
a. Compliance with Environmental Regulation. Permittee is solely responsible for the proper removal and disposal of all hazardous substances, hazardous wastes and petroleum products as defined and regulated under applicable local, state, or federal law (collectively, "Regulated Substances") that Permittee, or Permittee Group, generates or otherwise brings, or causes to be brought onto the space or Airport. Such removal and disposal shall include, but not be limited to, proper documentation of such Regulated Substances under its assigned Environmental Protection Agency ("EPA") Identification Number in Permittee's name. Permittee agrees to provide Signature, upon request, with the required EPA identification number and copies of any and all documentation in Permittee's name. Permittee shall comply with any and all applicable local, state and federal law and any and all Airport requirements in such removal and disposal. Additionally, Permittee is solely responsible for any and all environmental contamination that impacts the Space or any portion of Signature's leasehold premises as a result of the Permittee Group's storage or handling of any Regulated Substances on, in or at the Space.

Environmental Audits. Permittee acknowledges that Signature may enter the Space from time to time to conduct environmental audits. If such environmental ħ. audit reveals the presence of contaminants in excess of acceptable levels under applicable law as a result of Permittee's use of the Space, Signature shall serve written notice to Permittee to correct the conditions within seven (7) days. Permittee shall act diligently to remove any and all such contaminants and to take all such prompt action necessary to satisfy Signature and any authorities having jurisdiction over the Space that proper remediation has occurred as described above. If Permittee fails to act within the seven (7) day period, Signature may act to correct the conditions and shall be entitled to reimbursement for any and all costs directly or indirectly associated with such corrective action.

c. Indemnification by Permittee. Permittee shall indemnify, defend, and forever hold harmless the Signature Group from and against all environmental claims, fiabilities, damages, fines, penalties, fosses or impairments, including, but not limited to, any penalty or fine imposed by any governmental agency and the expense of cleaning up or disposing of any Regulated Substances, as well as any and all reasonable attorneys' fees (collectively, "Environmental Damages") resulting from the use and occupancy or any negligent act or omission of the Permittee Group. Permittee shall not be responsible for any type of Environmental Damages or any environmental conditions that existed before the Effective Date of the first space permit entered into between the parties (or their predecessors), except to the extent the Permittee Group exacerbates any such issue or matter. The indemnities set forth herein Paragraph 25(c) shall survive the termination or expiration of this Permit.

d. Environmental Protection Procedures. Permittee shall conduct its permit. d. Environmental Protection Procedures. Permittee shall conduct its operations to meet or exceed requirements set forth in applicable local, state, and federal laws and in accordance with safe and proper industry practices in order to prevent environmental accidents. Such practices include but are not limited to the following: (i) Permittee shall at all times protect the drain from spills of Regulated Substances and agrees to instruct all its employees, agents, servants, contractors, subcontractors, invitees, and other representatives in writing regarding such requirement and the proper operation and maintenance of this drainage system, and immediately notify Signature of any discharge; (ii) Permittee shall properly label all containers and shall not place or maintain open containers outside of the Space; (iii) Permittee shall cover all trash containers placed or maintained outside the Space.

(iii) Permittee shall cover all trash containers placed or maintained outside the Space.
26. Compliance With Laws. Each member of the Signature Group and the Permittee Group shall comply with all prevailing and applicable federal, state and local rules, regulations, orders, and laws of all jurisdictions having authority, including, but not limited to the Airport, FAA, TSA, in which the space is located. Permittee represents and warrants to Signature that Permittee is not a party with whom Signature is prohibited from doing business pursuant to the regulations of the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Tremsury, including those parties named on OFAC and any other governmental requirements relating thereto. In the event of any violation of this section, Signature shall be entitled to immediately terminate this Permit and take such other actions as are permitted or required to be taken under law or in equily. Permittee represents and warrants that neither Permittee router of the subsidiaries, directors, officers, agents, employees, affiliates or other person associated with or acting on Permittee's behalf have (i) used any corporate funds for any uniawful contribution, gift, entertainment or other unlawful expense relating to political activity or to influence official action; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any foreign or domestic government of the U.S. Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereurcider (the "FCPA"); and Permittee has conducted its businesses in compliance with the FCPA and has instituted and maintains policies and procedures designed to ensure, and which are reasonably expected to continue to asmer, compliance therewith. PERMITTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS SIGNATURE FROM AND AGAINST ANY AND ALL CLAIMS, indemnity obligations shall survive the expiration or earlier termination of this Permit.

27. <u>Brokers.</u> The Parties acknowledge that no broker was in any way involved consummating this Permit and that no conversations or prior negotiations were had with any broker. The indemnities in Paragraph 24, above, shall be applicable to claims by any broker for a brokerage commission arising out of this Permit.

28. Notice. Any notice or demand required under this Permit may be by personal service, courier, recognized overnight delivery service, or United States mail (certified mail/postage prepaid only). Notices served by United States mail are deemed properly delivered effective the third (3rd) business day and personal service, courier service and recognized overnight delivery service are deemed served at the time and date of receipt confirmation provided that such notice is addressed to the Permittee as set forth in the Basic Provisions.

#### 29. Default; Remedies.

29. Default: Remedies.

 a. It shall be considered a "Default" pursuant to this Permitties fails to make, within fourteen (14) calendar days of the date due (the "Grace Period"), payments of Aggregate Rent or any other payment required herein; (ii) Permittee shall fail to parform any non-monetary covenant herein, and such default shall continue for a period of thirty (30) days or such period of time as otherwise specified in this Permit after receipt of written notice of the default from the non-defaulting Party, provided, however, that if such Default is not reasonably susceptible to cure within such thirty (30) day period, Permittee shall be permitted the reasonable additional time as may be required to pursue, through its best and most diligent efforts, the required corrective action, not to exceed an additional thirty (30) days (this subsection ii shalt not apply to Permittee's failure to pay Aggregate Rent or to any Parties failure to comply with federal, state, local, or other law, statute, or regulation); (iii) Permittee shall be cause to do business as a going concern; (iv) a petition is filed by or against Permittee under the Bankruptcy Act or any amendment thereto (including a petition for reorganization or an arrangement) or under any other debtor protection laws; (v) Permittee assigns its property for the benefit of creditors; (vi) Permittee assigns, transfers or enoumbers this Permit without Signature's express and advance written authorization; or, (vii) there is a seizure of this Permit or the Space or any part thereof, upon execution or by other process of law directed against Permittee, or upon or subject to any creditor's attachment. The Grace Period referenced above with respect to monetary payments shall be revoked without further notice to Permittee in the event Permittee fails more than two (2) times to timely deliver any payment when due (regardless of cure) in any given consecutive twelve (12) month period.

b. In the event of any Default hereunder, Signature shall have the right to pursue any combination of the following remedies: (i) terminate this Permit; (ii)remove the Aircraft and other personal property from the Space and relocate the Aircraft to any location on the ramp upon termination and without notice and Permittee hereby waives any right or claim to recover damages from Signature relating to such towing, removal, and relocation or storage on the ramp; (iii) declare all Aggregate Rent and other amounts payable hereunder for the balance of the Term to be immediately due and payable; (iv) perform any of Permittee's obligations and Permittee shall reimburse Signature for any and all costs and expenses incurred, including attorneys' fees, plus an administrative fee equal to ten percent (10%) of such costs, with a minimum of \$100.00; (v) Signature may enter the Space and proceed to sell, in a commercially reasonable manner, all goods, chattels and personal property found to offset any portion of Aggregate Rent and outstanding additional payments and Permittee shall pay all costs and expenses incurred or chargeable to Signature as a result of such stale; (vi) Signature may her as the space as necessary in order to relet the space on the ramy portion of the space score of permittee's part and expenses incurred or chargeable to Signature as a result of such stale; (vi) Signature may her are placed to repair the Space as necessary in order to relet the relet of it either is Signature for any and placed to relet the relet of the space of sell. entire or any part or parts of it either in Signature's name or otherwise on terms at Signature's option which may be less than or greater than the balance of Permittee's Term. No re-entry, alteration, repair or releting shall be construed as Signature's election to terminate this Permit unless Signature has indicated otherwise. Permittee's and Per

Space Permit REV 5/23/2022

Page 6 of 8

Permittee Initials: RO Signature Initials:

......

successors and assigns hereby irrevocably constitutes and appoints Signature as its agent to collect the rents due and to become due under any of Permittee's permit for the Space (or any parts thereof) without in any way affecting Permittee's obligation to pay any unpaid balance of Aggregate Rent due or to become due hereunder. In addition to the foregoing, Signature is entitled to all rights and remedies available to it at law or equity.

C. If either Party institutes an action to enforce its rights under this Permit, the prevailing Party shall be reimbursed by the other Party for its reasonable attorneys' fees in addition to any other recoverable damages.

d. If Signature shall fail to perform or observe any covenant or requirement of this Permit, and such failure continues for a period of thirty (30) days following receipt of written notice from Permittee of such failure (provided that such time period shall be reasonably extended for so long as Signature diligently prosecutes such cure), Permittee shall have the right to terminate this Permit by written notice to Signature.

e. Permittee agrees that any amounts outstanding beyond any grace or cure period set forth in this Permit shall bear interest at the rate of one and one-half percent (1.5%) per month of the delinquent amount, but in no event shall the foregoing exceed the maximum amount allowable by applicable law.

30. Independent Contractor. The relationship between the Parties shall be that of independent contractors for all purposes and in no event shall persons employed or retained by either Party be employees or agents of the other.

31. <u>Force Majeure.</u> Except for the payment of Aggregate Rent and any other sums due hereunder by Permittee, neither Party shall be liable for its failure to perform under this Permit or for any loss, injury, damage or delay of any nature that is caused by any act of God, act of terrorism, act of nature, fire, flood, wind storm, strike, labor dispute, riot, insurrection, war or any other cause beyond either Party's control, providing, however, should the force majeure continue for more than sixty (60) days, either Party may terminate this Permit upon ten (10) days' written notice.

32. Governing Law. This Permit shall be construed, interpreted, and enforced in accordance with the laws of the state in which the Space is located.

33. WAIVER OF JURY TRIAL, THE PARTIES HEREBY WAIVE THEIR RIGHT TO TRIAL BY JURY.

33. <u>Assignment and Subletting.</u> Permittee shall have no right to assign, transfer, mortgage, pledge, hypothecate or encumber this Permit or any Interest herein or sublet the Space or any part thereof, or permit the use of the Space by any other party without Signature's prior written consent which may be withheld in its sole discretion. Signature's written consent to such a transaction shall not be deemed a release of Permittee from the obligations of this Permit, unless otherwise stated in writing by Signature. Any such contemplated assignment or subletting may further be subject to advance, written approval by the Authority. The use of the Space by any aircraft other than the Aircraft defined above shall be subject to Signature's prior written approval, which may be withheld in its sole discretion. Any such transactions in violation of the foregoing requirement shall be considered null and void and shall constitute an immediate Default, for which no cure period is available; provided however that the obligations of Permittee hereunder shall remain in full force and effect, including but not limited to the insurance, waiver and indemnification provisions, notwithstanding such a transaction or change of aircraft.

35. <u>Fuel Purchases.</u> Unless Permittee occupies Office or Shop Space only, Permittee agrees to purchase reasonable and substantial quantities of fuel from Signature in connection with the operation of the Aircraft based or otherwise operated from the Space in exchange for Signature furnishing Permittee the use of Signature's general aviation terminal facilities and amenities, as well as furnishing other basic and customary Ancillary Services related to the Aircraft based or operated from the Space. Such fuel purchases constitute an integral part of the basis of bargain and material consideration for Signature to enter into this Permit at the rental rates set forth herein.

36. <u>Aircraft Towing</u>. Signature shall have the primary responsibility to tow Aircraft at the Airport as one of the Ancillary Services offered by Signature. The Permittee Group agrees not to undertake the towing/repositioning of the Aircraft, except in the event of an emergency. "Emergency" is defined as an unanticipated and sudden event in which the safety, security or integrity of an Aircraft or a person, or their property, is in imminent peril or jeopardy. Permittee shall indemnify, defend and hold harmless the Signature Group from and against any and all damages resulting from towing by Permittee.

37. <u>Time of Essence.</u> Time is of the essence in this Permit.

38. Amendment. No amendment, modification or alteration of the terms of this Permit shall be binding unless it is in writing and executed by both Parties.

39. Entire Agreement. All Exhibits attached hereto are fully incorporated into the terms and conditions of this Permit. This Permit constitutes the entire agreement and all prior correspondence, memoranda, negotiations, or understandings (written or oral) and are merged into and superseded by this Permit, excepting the Parties' joint and several obligations under the Master Lease. This Permit shall be interpreted simply according to the plain meaning of its terms and not strictly for or against with Party regardless of which Party drafted it.

40. Severability. If any authority with proper jurisdiction determines that any provision is illegal, unenforceable, or invalid in whole or in part for any reason, all valid and enforceable provisions remain unaffected.

41. <u>Applicability.</u> The provisions of Paragraph 22 and Paragraph 24 shall bind Permittee and Signature with respect claims, losses, and damages arising with respect to the Space and all additional services performed by Signature with respect to the Permittee Group and its property (including the Aircraft) throughout the Base and at any other fixed base operation owned, operated, managed or controlled by Signature.

42. <u>Election of Remedies</u>. The Parties' rights and remedies are cumulative and in addition to all other rights and remedies at iaw and equity. No action initiated by either Party shall be construed or interpreted as a sole election of remedies and will in no way diminish, restrict, prejudice or otherwise walve any other rights or remedies.

43. <u>Authority Consent Regulted.</u> Permittee acknowledges that, pursuant to the provisions of the Master Lease, Signature may be required to obtain Authority's written consent to this Permit, and accordingly, if applicable, the obligations, understandings and commitments of the Parties as set forth herein are expressly subject to obtaining such Authority consent.
44. <u>Estoppel Certificates</u>. Permittee shall, within fifteen (15) days after any written request from Signature, execute, acknowledge and deliver a statement certifying certain facts regarding this Permit, including but not limited to confirming the effectiveness of this Permit and the status of any defaults thereunder and/or such other matters as Signature may reasonably request. Any such statement may be relied upon by or as may be requested by Signature, its lenders, insurance carriers, auditors, and prospective purchasers. If Permittee shall tail to execute and return such statement within the time required herein, Permittee shall be deemed to have agreed with the matters set forth therein.

45. Relocation. Notwithstanding any provision of this Permit to the contrary, Signature shall have the right to temporarily relocate the Aircraft to reasonably similar space at the Base without prior notice to Permittee. Signature shall have the option to permanently relocate the Space upon thirty (30) days' prior written notice to Permittee and at Signature's sole cost and expense. In the event Permittee objects to such permanent relocation, Permittee may elect to terminate this Permit by written notice delivered to Signature within fifteen (15) days of receipt of the foregoing notice from Signature with such termination effective upon the thirtieth (30<sup>th</sup>) day following said notice from Signature's sole discretion.

46. <u>Non-Waiver</u>. No waiver by any Party of any of the provisions here of shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party of any of the provisions here of shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party of any of the provisions here of shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege and sing from this Permit shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

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

48. Inclement Weather. In the event of any inclement weather (each event, a "Storm") Permittee hereby requests that Signature continue to store the Aircraft in the Hangar Space during the period that the Storm may strike or adversely affect the Hangar Space. In consideration of such storage, and notwithstanding any other agreement, lease or license, whether verbal or in writing, to the contrary, Permittee confirms that Permittee assumes all risk that the Aircraft may be damaged or destroyed by the effects of the Storm while in storage in the Hangar Space. Signature makes no warranties or representations of any kind that the Aircraft can be protected from the effects of the Storm. Permittee agrees to indemnify, hold harmless, release and defend Signature and the Signature Group from any and all Damages arising out of any effects of a Storm. Permittee shall be solely responsible for any such losses or it will look solety to its insurance coverage. Permittee waives all rights of subrogation for itself and its insurance carriers.

Remainder of page Intentionally left blank.

Space Permit REV 5/23/2022

Page 7 of 8

Permittee Initials: <u>RO</u> Signature Initials: \_\_\_\_ . . . . . .

: .

ł

## Exhibit A Third Party Vendor Release ("Release")

ł

•

.

.

.....

	GHT SUPPORT LLC, a Delaware	limited liability come	anu ("Sianaturo") wi	high maintaine a Fived Base On	eration /*ERA® of
PBI Airport,	(*Air	port"), by its execution	hereof, hereby author	izes the following person or entity,	
	rary basis, consistent with the terms e, address, and telephone number of				
Name: Clean Takeoff LLC		50 SW 34th St, Suite 20		33315	
Telephone: 786-378-3505		lo.sanchez@cieantakeo	ff.com		
Service provided ("Service"): 2. Services To Be Pe	arformed. Vendor shall enter Signati	ure's Premises for the s	ole purpose of perform	ning Service at the request of Signat	ure or its customer
Permittee, tenant, Aircraft own designated for such Service b operate aircraft or use Signatu	ner, pilot or other designated represe by local Signature management. Ven ure's leasehold, including, but not lim <u>Laws</u> , Vendor represents that it shal	ntative. Vendor shall b dor expressly agrees t ited to, ingress and egr	e authorized only to pe hat at no time shall its ess from the FBO, offi	erform the Service noted above and s activities infringe upon the or its c ices, shops, ramps or parking lots.	l only in the area(s) ustomers' ability to
4. Indemnification.	Vendor agrees to indemnify, defen	d and hold harmless	Signature and the Ai	irport, their respective officers, dire	actors, agents and
or judgments, of any kind wha suffered by, or charged to, Sig violation or non-performance I	rent, subsidiary, related and affiliated atsoever (including those arising fror mature by reason of any loss of or d by Vendor or its agents, servants, co	n third parties), includia amage to any property insultants, contractors,	ng all costs, attorneys' or injury to or death of	fees, and expenses incidental the fany person arising out of or by rea	reto, which may be ison of any breach.
5. <u>Insurance</u> , <u>Before</u> i. Liability - Airpo	e to act or negligence of such person <u>commencing Services</u> , Vendor shal of Premises	ns. I evidence the following	g types and amounts o	of insurance:	
(1)	Commercial general			urrence, products and completed op	erations
(2)	Motor vehicle (a) This coverage is cond		it \$5,000,000 per occu	urrence otor vehicle that is both (1) register	rad in ita nama and
		e's ramp. If Vendor sub revoked and Vendor sh	sequently registers a all obtain the requisite	vehicle in its name and drives on the coverage.	
(3)	Environmental / pollution (a) This coverage shall be	Combined Single Lin	nit \$5,000,000 per occ	currence. ot include the maintenance of aircra	f This can dilamat
				requisite coverage if this Release i	
ii. Worker's Comp		ce or if Vendor comme	nces, without amendm	ent, performance of aircraft mainten	ance in the Space.
(1) <u>Worker's com</u>	ensation & Employer's Liability pensation	The greater of \$500,	000 or as required by	statute	
(2)	Employer's liability	\$500,000 each occu	rrence for bodily injury rrence for bodily injury	/ by accident	
employer's liability shall name Authority" as additional insure liability coverage. All required in favor of "Signature Flight Su by certificates of insurance th subsidiaries. Minimum Insurar	s For Certificates of Insurance: A e (exactly as set forth in quotations) ads. If the required liability polices do insurance policies, except (1) motor upport LLC, its parent, subsidiary, reliat provide at least thirty (30) days a new amounts stated <u>shall not</u> be low port's limits shall supersede the limits	VI such required liabili ) "Signature Filght Sup o not contain a standa vehicle, (2) worker's co ated, and affiliated com xovance written notice ered without express w	y insurance, except ( port LLC, its parent, rd separation of insuri impensation, and (3) e panies and the Author of any cancellation or	subsidiary, related, and affiliated of ed provision, they shall be endorse employer's liability shall contain a wa rity". All required insurance policies r changes adverse to the interests	companies and the ed to provide cross liver of subrogation shall be evidenced of Signature or its
	NLEDGES THAT ITS POTENTIAL I O INSURANCE POLICY LIMITS RE			NT OF ANY LIABILITY INSURANC	æ
Signature Fligh	ht Support LLC		Vendor:	2	
Ву:			By:		
Name:		-	Name:	Robeldy Onliz	
Title:			Title: President		
Date:		_	Date: 04/11/2023	.,, ,	
Space Permit REV 5/23/202	2	Page 8 of 8		Permittee Initials Signature Initials	

·····

PALM BEACH COUNTY, a political subdivision of the State of Florida, (the "County"), by and through its Department of Airports, under that certain Lease Agreement with Signature Flight Support LLC, (the "Lessee"), dated September 30, 2004, (R-2004-1990, as amended), (the "Lease Agreement"), hereby consents to Lessee entering into a Space Permit with Abaco Xpress, LLC, (the "Sublessee"), effective as of March 1, 2023, (the "Sublease") for the sublease of space contained within the leasehold of Lessee under the Lease Agreement, as summarized in the attached " Space Permit".

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

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

APPROVED this  $\_ \$  day of  $OctOoll 20 \frac{23}{3}$ , by the County Administrator or the Director of the Department of Airports on behalf of and pursuant to the authority granted by the Board of County Commissioners.

Title:

irector of Airports

Approved as to Form and Legal Sufficiency:

/s/ Anne Helfant By: County Attorney

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

## SPACE PERMIT

"Effective Date" 3/1/2023

"Signature" Signature Flight Support LLC & Delaware limited liability company

. . . .

"Permittee" Abeco Xoness, LLC, A Florida Corporation

Permittee Management Company\* NA

"Mester Lease" Signature and Paim Beach County ("Authority.) antately into a lease ("Master Lease") for certain land (the "Base") at the Paim Beach International Alipoit in West Paim Beach Florida ("Arport")

"Base Rent" The monthly Base Rent shall be:

	Space Type (Hangar/T-Hangar) (Office/Shop/Ramp)	Rentable Square Feel	Sulte Number	Monthly Dase Rent
Hangar E or A	Hangas	1655	NA	\$ 1000
		· · ·		
Additional Mor	thly CAM charge			\$70
Monthly Landing Fee N888VV				\$15.00

TOTAL MONTHLY BASE RENT \$1076 Charge is based on Permitise's proportionale share of actual reimbursable expenses from immediately preceding

year and is subject to annual adjustment.

"Space": Permittee shall, during the Term hareof, have access to and use of certain portions of the Base (collectively listed above), as follows, collectively.

\*Hangar Space" (listed above) means the non-dedicated, non-exclusive use of hanger deck space in the Hangar listed above for the purpose of storing the "Aircraft" (defined below).

"Office Space" (listed above) means the exclusive use of the area listed above.

"Shop Space" (listed above) means the exclusive use of the area listed above.

"Ramp Space" (listed above) means non-dedicated, non-exclusive use of area listed above for the purpose of storing the Aircraft.

"Aircraft": The following described aircraft, which is/are directly owned, leased, managed, operated or otherwise in the care, custody and control of Permittee (the "Aircraft")

Aircraft Make	Aircraft Model	Tall Number	Serial Number
(1) Cessna	421B	N888/V	42180550
(2)			
(3)	<u>,</u>		
(4)			
(5)			
(6)		1	

"Term". This Space Permit ("Permit") shall be for an initial term, commencing upon the earlier of the Effective Date ("Effective Date") or the date on which Permittee actually took occupancy of the Space and expiring 2/28/2024 ("Term").

"Security Deposit": \$ 2150 (less \$1200 currently on file)

Addresses for Notices.

lf to Signature Signature Flight Support LLC Atlention: General Coursel 13485 Veterane Way, Suite 600 Orlando, Florida 32827 Email: legalnolices@signaturesvision.com

With a copy to Signature Flight Support LLC Attention: Menager, Contracta 13485 Vetarans Way, Suite 600 Orlando, Florida 32827 Email, legelnotices@signatureaviation.com

THE REAL

2

And Signature Flight Support LLC Attention: Robert Murphy; General Manager 1500 Perimter Road 1500 Perimter Road Email: robert murphy@signatureflight.com

Crement Manag 3/14/23

If to Permittee Abaco Xpress, LLC Address: 4095 Southern Blvd #207 West Palm Beach, FL 33406 Attention: Mike Harrison / Gary Nugent Cell: 407.468 2491 / 561.402 6838 Email, mikeh@preferredcabling.com / garyn@preferredcabling.com

The "Permit" consists collectively of these Basic Provisions and the following attachments (i) General Terms & Conditions; and (ii) Exhibit A - "Third Party Vendor Release". IN WITNESS WHEREOF, the authorized representatives of Signature and Parmittee have executed this Permit as of the later of the dates set forth below.

Signature

Π By:

Printed Name: Robert Durp Title:

Witness;

Printed Name; Date:

Permittee

Mile Hourisa

~ 3/13/23 -3/13/23

By:

Printed Name:

Title:

Villnasa;

Printed Name: Date:

Û

3/13/23 Joshun Gres

## SPACE PERMIT GENERAL TERMS AND CONDITIONS

1. Basic Provisions. The Basic Provisions preceding these General Terms and Conditions are incorporated herein and binding upon Signature and Permittee. For purposes of this Permit, Signature and Permittee may from time to time be referred to individually as a "Party" and collectively as the "Parties."

2. Term. This Permit shall be for Term as defined above. Permittee shall vacate the Space upon the expiration or earlier termination of this Permit. Permittee shall reimburse Signature for, and indemnify Signature against, all damages, costs, liabilities and expenses, including attorneys' fees, which Signature shall incur on account of Permittee's delay in so vacating the Space. If Permittee shall not vacate the Space upon the expiration or earlier termination of this Permit, the Base Rent shall be increased to 200% of the Base Rent then in effect and Permittee's obligation to pay Aggregate Rent shall continue, but nothing herein shall limit any of Signature's rights or Permittee's obligations arising from Permittee's failure to vacate the Space, including, without limitation, Signature's right to repossess the Space and remove all persons and property therefrom at any time after the expiration or earlier termination of this Permit and Permittee's obligations and covenants arising pursuant to this permit, including but not limited to its waivers, and obligations to reimburse and indemnify Signature as provided in the preceding sentence or as otherwise set forth in this Permit.

Aircraft. The Hangar Space and/or Ramp Space, as applicable, shall be used and occupied by Permittee for the storage of only the Aircraft.
 Rent.

a. Base Rent. Permittee agrees to pay Base Rent to Signature (a prorated amount if the Term commences on a day other than the first day of the month), and, on the first day of each month thereafter Aggregate Rent (as defined below). Base Rent is payable in advance without notice, setoff, demand or deduction, except as provided in this Permit.

b. Annual Base Rent Adjustment. On the first aniversary of the Effective Date and continuing each anniversary thereafter (each an "Adjustment Date"), the thencurrent Base Rent shall be increased by the greater of the following: (i) three and one-half percent (3.5%) or (ii) the "CPI Adjustment". For purposes of this Permit, the "CPI" shall be the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for CPI U (All Urban Consumers), for All Urban Consumers, All items (1982-1984 = 100). The "CPI Adjustment" shall be an amount equal to the Current Index Number minus the Base Index Number, divided by the Base Index Number. The "Current Index Number" shall be the CPI for the month two (2) months prior to the Adjustment Date. The "Base Index Number" shall be the CPI for the month twelve (12) months prior to the Current Index Number. In the event the compilation and/or publication of the CPI shall be discontinued or materially altered, Signature shall choose a reasonable replacement index. Failure to notify Permittee of such an adjustment shall not waive Signature's right to impose such an adjustment in accordance with the foregoing effective as of the applicable Adjustment Date.

c. Supplemental and Aggregate Rent. In addition to the Base Rent, Permittee shall pay to Signature, on a monthly basis, except for real estate taxes which shall be paid on an annual basis, along with such Base Rent, any and all additional sums other than Base Rent due and owing to Signature as a result of Permittee's tenancy, including but not limited to the Facility Charge, CAM Charge, and those amounts referenced in Section 4(d) below ("Supplemental Rent"). Base Rent and Supplemental Rent are hereinafter referred to collectively as "Aggregate Rent".

d. Airport Concession Fees and Charges; and Taxes. Permittee agrees to pay Airport concession fees, charges, and/or taxes, which shall be assessed at the rate applicable at the time of each monthly Base Rent payment and subject to change at the Airport's (or Authority's) discretion, as well as all applicable and then-prevailing state and federal taxes relating to Permittee's use and/or the terms and conditions of this Permit, including but not limited to ad valorem and real estate taxes.

e. Common Area Maintenance. (CAM) Charge: Permittee shall pay to Signature monthly, as Supplemental Rent, the Permittee's proportionate share of expenses of every kind paid or incurred by Signature for the operation, upkeep, maintenance, repair or renewal of the Space and Common Use Areas. The CAM Charge shall include, but is not limited to, maintenance and landscaping, fire suppression system maintenance and certification, security and access controls/phones, utilities, and property insurance. Notwithstanding the foregoing, the CAM Charge shall exclude the following: (1) Master Lease rent; (2) capital improvements; (3) mortgage payments; (4) depreciation; (5) leasing commissions, attorneys' fees, space planning costs; (6) any amounts paid to affiliates of Signature to the extent such amounts exceed amounts that would have reasonably been paid to unrelated third parties for similar services; (7) any of Signatures' overhead and general administration expenses; (8) advertising and promotional expenditures; (9) penalties, fees or interest incurred as a result of Signature's failure to make a payment when due. The CAM Charge shall be adjusted annually.

f. Late Fee. Any payment not delivered within seven (7) calendar days following the date due shall be subject to a late fee equal to the greater of: (i) \$100; or (ii) ten percent (10%) of the amount due, but in no event higher than the maximum rate allowable by law. Any late fee so imposed shall be deemed Supplemental Rent.

Security Deposit. Permittee shall deposit the sum of two (2) months' estimated Base Rent ('Security') with Signature as security for the faithful performance by Permittee of its obligations under this Permit. Signature may apply any portion of the Security against any indebtedness which is not paid when due. If Signature pays Permittee's indebtedness from such Security or if Permittee's Base Rent increases, Permittee shall deposit an amount to replenish the Security to the sum of two (2) months' estimated Base Rent within ten (10) business days of Signature's written demand. Payment of any indebtedness from such Security does not waive Signature's right to any other remedy provided by this Permit or by law. Signature shall return any unused portion of the Security, without interest, upon Permittee's performance in full of its obligations under this Permit at the end of the Term

6. <u>Authority.</u> Permittee represents that it is fully authorized to enter into this Permit on behalf of the Permittee and any owner(s) of the Aircraft and to bind the Permittee and the Aircraft owner(s) to the terms and conditions set forth in this Permit.

7. <u>Storage</u>. Permittee shall prohibit the storage, maintenance (including washing), or operation of any motor vehicle, recreational vehicle, or boat in the Space. Permittee covenants and agrees that at no time during the Term will Permittee, together with its agents, employees, contractors, subcontractors, invitees, officers, directors, servants or vendors (collectively, hereinafter referred to as ("Permittee Group"), be permitted to store, maintain or operate any motor vehicle, recreational vehicle, or any vehicle considered to be personal property in, around, or upon the Space.

8. <u>Common Areas.</u> Permittee is authorized to use designated common use areas of the Base, including, but not limited to, restrooms, entry ways, hallways and vending areas, as specified by Signature's local general manager, subject to reasonable rules and regulations imposed by Signature.

9. Security of Personal Property. Permittee is at all times responsible for securing and locking the Aircraft, including but not limited to property attaching tie down ropes or chains. Signature s performance of any Ancillary Services or providing ropes, chains, or chocks does not constitute Signature's acceptance of responsibility for the Aircraft's overall security. Signature shall not accept keys to Permittee's Aircraft, automobiles, or other vehicles. Signature shall not be responsible for the storage or security of Personal Property attaching tie down ropes or including but not limited to deliveres made to Permittee eachnowledges that any security or safety measures employed by Signature are for the protection of Signature's own interests; that Signature is not a guarantor of the security or safety of Permittee, its employees, guests, contractors or licensees, or of its property; and that such security and safety matters are the responsibility of Permittee and the local law enforcement authorities.

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

11. <u>Master Lease: Alteration of Prevailing Land Rents by Authority.</u> The Master Lease and all amendments thereto, prior to and subsequent to the Effective Date, are Incorporated herein and are available for Permittee's inspection and review. The terms and conditions of this Permit shall be subject and subordinate in all respects to the Master Lease, as armended from time to time, and any provision of such Master Lease required to be addressed herein shall be deemed incorporated herein. Signature reserves the right to increase Permittee's then-prevailing monthly Base Rent and/or Supplemental Rent by a corresponding amount of any increase imposed upon Signature Including but not limited to any increase imposed by the Authority or any other authority having jurisdiction over the Airport and Signature's leasehold interest by changes in rules, regulations, ordinances, orders, decrees, or any law resulting in an increase in the prevailing land rents or concession fees, etc. applicable to Signature, and/or alteration or adjustment of rents pursuant to the Master Lease. Signature shall provide Permittee a minimum of ten (10) business days' written notice from Signature of any Increase allowable pursuant to this Paragraph 11; provided however that failure to deliver such notice shall not be deemed a waiver of Signature's right to such payment.

12. <u>Taxes</u>. Additionally, Permittee agrees to pay all such taxes and assessments, which are assessed against or provided to Signature for personal property in the care, custody and control of Permittee located in, on or about the Space. Signature agrees to furnish Permittee promptly with all pertinent official tax bills, statements, invoices, and assessments consistent with Signature's receipt of same. Permittee hereby authorizes Signature to provide information relating to the presence of Permittee's personal property on or about the Space as requested by any governmental authority having jurisdiction or authority with respect to the taxation of such personal property.

Space Permit REV 5/23/2022

Page 3 of 8

Permittee Initials: \_ Signature Initials: .....

Signature Ancillary Services. It is acknowledged by the Parties that other services not described in this Permit may be requested by Permittee for the Aircraft (or on behalf 13. of the Aircraft owner/operator) to be performed by Signature. Such ancillary services may include, but are not limited to, the sale of aircraft parts and components, temporary hangar space. the performance of aircraft maintenance and avionics, fueling, defueling, deloing and interior/exterior cleaning (collectively, "Ancillary Services"). Signature agrees to furnish and/or perform such Ancillary Services at the request of the Permittee at Signature's prevailing and locally-established rates or as otherwise negotiated between Signature local management and Permittee. Such requests may be made by Permittee verbally or in writing. If such Ancillary Services are provided, Permittee agrees to pay Signature for all such work, which shall be subject to all of the terms and conditions of this Permit. Any sums due and owing to Signature as a result of its provision of Ancillary Services shall be Supplemental Rent unless paid for at the time of service.

14. <u>Prohibited Uses</u>. Permittee shall not use the Space for any use which is not expressly allowed by the Master Lease or any applicable rule or regulations, and further, Permittee shall not allow the use of the Space for the operation of a fixed base operation or any business substantially similar to any portion of Signature's authorized general or commercial aviation operations at the Airport. Permittee expressly warrants and represents without limitation that it shall not at any time during the term of this Permit undertake for itself or cause to be undertaken through others, including, but not limited to its employees, agents, subcontractors, or invitees, any services permitted to Signature under the Master Lease, including, but not limited to the following:

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

i.

n. Other activity adverse or disruptive to Signature or Airport interests as may be determined by Signature in its sole but reasonable judgment.

15. Third Party Vendors. Any third party seeking access to any part of the Space and/or the Base to perform any commercial activity ("Third Party Vendor") may enter Signature's leasehold (including the Space) only after the Third Party Vendor has:

- a. Executed the Vendor Release, an exemplar of which is attached as Exhibit A;
- b. Provided Signature with a Certificate of Insurance for the requisite insurance coverage; and,

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

Permittee shall bear any and all costs associated with ensuring such Third Party Vendors fully comply with any and all prevailing Airport and government regulations, including, but not limited to, authorization to perform services by the Authority through Signature, those of the Federal Aviation Administration ("FAA") and the Transportation Security Administration ("TSA") for all purposes, including, but not limited to security, identification, and clearance for access. Permittee agrees that at no time shall it or its Third Party Vendor's activities infringe upon the ability of Signature's other customers or Signature to conduct business or operate aircraft, including, but not limited to, ingress and egress from the Space and/or Signature's leasehold. 16. <u>Termination of Master Lease</u>. If the Master Lease is terminated or abated, such termination or abatement shall cancel or abate this Permit and Permittee shall look to Signature's successor-in-Interest or to the Authority for relief or continuance of its rights as established in this Permit. Permittee shall have the right to remove all of its fixtures, equipment,

personal property and other property from the Space deemed to be removable or non-improvement provided Permittee shall have the right to remove all of its fixtures, equipment, **17.** Destruction or Condemnation of Space. If after the Effective Date can circulate the removal. Destruction or Condemnation of Space. If, after the Effective Date, any significant portion of the Space is destroyed by fire or other casualty, Permittee or Signature shall have the option upon written notice to the other Party to terminate its obligations under this Permit provided Permittee shall not exercise such right in the event such destruction or casually arises either directly or indirectly from Permittee's acts or omissions. If all or part of the Space is taken or condemned by any authority for any public use or purpose, which renders the Space untenantable or unusable, this Permit shall terminate as of the date title vests in such authority, and the Aggregate Rent shall be apportioned as of such date.

#### 18. Acceptance: Maintenance: Surrender.

Permittee accepts the Space in its "as is" condition on the Effective Date of this Permit and Signature shall have no liability or obligation to make any alterations or improvements of any kind on or about any portion of the Space. Permittee shall not alter the Space in any fashion without the prior written consent of Signature, which may be withheid in Signature's sole discretion. Upon the expiration or termination of this Permit, all fixtures installed or additions and improvements made to the Space, specifically excluding furniture and Permittee's trade fixtures, shall, at Signature's option (to be exercised in its sole discretion) either (i) become the property of Signature and shall remain in the Space, without compensation or payment to the Permittee, unless otherwise agreed to in writing by Permittee and Signature, or (ii) be promptly removed by Permittee, and Permittee shall, at its sole cost and expense, restore the Space to the condition that existed immediately prior to its occupancy of the Space (normal wear and tear excepted) and repair any damage resulting from the removal of the additions and improvements.

b. Subject to section 4.e. herein, Signature is responsible for coordinating all necessary maintenance and routline repair to the Space, specifically excluding any Permittee requested improvements to the space as set forth in Section 18.a. herein. Permittee shall be responsible for all maintenance and repair costs arising from the acts or omissions of the Permittee Group. Permittee shall be responsible for keeping the Space clean and orderly, including the removal of trash and debris from the Space and for complying with applicable rules and regulations for the operation of equipment and Permittee's business within the Space. The cost of janitorial services to the Space shall be the responsibility of Permittee. Permittee shall have the exclusive right to engage a janitorial service provider of its choice.

C. Permittee shall not perform or conduct any operation that in any way adversely impacts the structural integrily of any portion of the Space or which accelerates its ordinary deterioration.

d. Upon the expiration, or earlier termination, of the Term, Permittee shall immediately remove its personal property and surrender the Space to Signature in good repair and broom clean condition, ordinary wear and tear excepted.

e. Signature and the Authority may enter the Space at all reasonable times for the purpose of routine inspections of the Space, or any other purpose reasonably necessary to protect Signature's or Authority's interest in the Space or to perform Signature's or Authority's duties under this Permit.

19. Signage. Permittee shall not place or permit to be placed in or on the Space any signs or insignias without Signature's and, if applicable, the Airport's written consent, in the sole discretion of such parties.

20. Non-Exclusive Easements. Signature grants to Permittee a non-exclusive easement to transition Permittee's Aircraft, if applicable, to and from the Hangar Deck Space or other aircraft storage space controlled by Signature to an Airport taxiway and to provide ingress and egress to and from the Space for authorized vehicles, including, all vehicles and other equipment required by Permittee's employees, vendors, contractors and authorized subcontractors. All vehicles and vehicle operators shall fully comply with Signature's and the Authority's rules and regulations regarding Airport and Aircraft Operations Area (AOA) access.

21. Airport Security. Permittee and the Permittee Group shall comply at its own expense with all applicable security requirements, including, but not limited to, those of Signature, Federal Aviation Regulations ("FAR") and the TSA, any Airport Security Program, all as amended from time to time. Permittee shall take all action necessary or as directed by Authority to

Space Permit REV 5/23/2022

Page 4 of 8

Permittee Initiais: Signature Initials:

: :

-----

ł

ensure that members of the Permittee Group comply with such requirements. If Signature or the Authority incur any fines as a result of the acts or omissions of the Permittee and/or the Permittee Group, Permittee agrees to pay all such fines and penalities in accordance with its Indemnification obligation set forth herein and to cure any security deficiency immediately. Signature and the Authority reserve the right to take whatever action necessary to cure any security deficiency if Permittee fails to remedy the security deficiency promptly and to be reimbursed any and all costs and expenses associated with such action.

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

#### 23. Insurance. a.

Minimum insurance dollar limits required of Permittee: I. Aircraft Hull and Liability

- - Aircraft hull: All risk aircraft hull Insurance for 100% of total aircraft cost insuring against loss to aircraft or other property
  - Aircraft fieldity: Aircraft liability insurance (ground/flight) with a minimum combined single limit at least equal to the requisite commercial general liability (below) covering bodily injury (including passengers) and property damage
     Aircraft full and liability coverage shall be conditionally waived if this Permit does not include the storage of an aircraft. This conditional waiver shall be automatically revoked and Permittee shall obtain the requisite coverage if this Permit is later amended to add aircraft storage space.
- II. Liability Airport Premises Commercial General (1)
  - (a) Office Space only: Combined single limit \$1,000,000 per occurrence (b) Turbo Jet Alircraft: Combined single limit \$5,000,000 per occurrence\*

  - (b) Turbo Jet Aircraft: Combined single limit \$3,000,000 per occurrence\*
     (c) Turbo Prop Aircraft: Combined single limit \$1,000,000 per occurrence\*
     (d) Piston/Reciprocating Aircraft: Combined single limit \$1,000,000 per occurrence\*
     \*Aggregate for products and completed operations. The requirement to carry third party products and completed operations liability coverage shall be conditionally waived if Permittee does not offer goods or services to third parties. This conditional waiver shall be automatically revoked and Permittee shall obtain the requisite coverage if Permittee subsequently offers goods or services to third parties. Mator Vehicle: Combined single limit \$5,000,000 per occurrence
  - (2)(a) This coverage is conditionally waived if Permittee does not have a motor vehicle that is both (1) registered in its name and (2) driven on Signature's ramp. If Permittee subsequently registers a vehicle in its name and uses it to drive on the ramp, the waiver shall be automatically revoked and Permittee shall obtain the requisite coverage. <u>Environmental / pollution:</u> Combined Single Limit \$1,000,000 per occurrence (a) This coverage shall be conditionally walved if this Permit does not include the maintenance of alroraft. This conditional walver shall be
  - (3)

automatically revoked and Permittee shall obtain the requisite coverage if this Permit is jater amended to add aircraft maintenance or If Permittee commences, without amendment, performance of aircraft maintenance in the Space (including but not limited to aircraft washing).

iii. Property ίπ.

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

Iv. Worker's Compensation & Employer's Liability (1)

- Worker's compensation: The greater of \$500,000 or as required by statute
- Employer's liability: \$500,000 each occurrence for bodily injury by accident \$500,000 each occurrence for bodily injury by disease (2)

\$500,000 aggregate policy limit
 (a) Employer's liability coverage shall be conditionally waived if Permittee does not have any employees. This conditional waiver shall be automatically revoked and Permittee shall obtain the requisite coverage if Permittee subsequently hires employees.

Insurers: Special Provisions For Certificates of Insurance: The Insurance required to be carried by Permittee pursuant to the terms of this Agreement shall be effected under valid and enforceable policies issued by reputable and independent insurers permitted to do business in the State in which the Space is located, and rated in Best's Insurance Guide, or any successor thereto (or if there be none, an organization having a national reputation) as having a general policyholder rating of "B++" or greater and a financial rating of at least "XIII." All such required liability insurance, except (1) worker's compensation and (2) employer's liability shall name (exactly as set forth in quotations) "Signature Flight Support LLC, Ideas: Xill: All such required liability insurance, except (1) worker's compensation and (2) employer's liability shall name (exactly as set forth in quotations) "Signature Flight(Support LLC, its parent, subsidiaries, related, and affiliated companies and the Authority" as additional insureds. To the extent All Risk Property is required pursuant to Section 23(i)(1)(1)(a) above; Signature shall be named as Loss Payee, if the required liability polices do not contain a standard separation of insured provision, they shall be endorsed to provide cross liability coverage. To the extent that such loss, damage or liability is covered by valid and collectible insurance maintained by it, or that pursuant to this Permit should have been maintained by it, Permitiee hereby waives all rights of recovery against Signature and the Signature Group. All required insurance policies shall be evidenced by certificates of insurance that provide at least thirty (30) days advance written notice of any cancellation or changes adverse to the interests of Signature or its subsidiaries. Permittee may send insurance certificates to the Signature Insurance Department via any of the following methods: (i) by mail to Signature upon demand for any and all third-party vendor costs and expenses incurred by Signature in order to enforce Permittee's compliance with the above insurance required insurance solutions and the required insurance and a such as the signature in order to enforce Permittee's compliance with the above insurance required insurance to costs and expenses incurred by Signature in order to enforce Permittee's complexes and the advertee is such advertee and advertee scene such advertee in order to enforce Permittee's compliance with the above insurance required and the advertee advertee is such advertee a Permittee's compliance with the above insurance requirements, and any such costs and expenses shall be deemed Supplemental Rent hereunder.

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

d. Permittee shall ensure that the certificates of insurance, with respect to the insurance requirements described above, shall state that such coverage is primary and without right of contribution from any insurance carried by Signature and that the liability assumed by Permittee under this Agreement has been specifically insured under the policies above, but such insurance in no way limits Permittee's liability hereunder.

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

f.

## Minimum insurance dollar limits required of Signature: Signature shall at all times during the Term, at is sole cost and expense, maintain the same types and amounts of insurance required under the Master Lease. Indemnification.

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

Space Permit REV 5/23/2022

24.

Page 5 of 8

Permittee Initials: Signature Initials:

Signature's Indemnification. Signature shall be itable for the acts or omissions of Signature and its respective officers, directors, and employees without limitation and further agrees to indemnify, defend, and forever hold harmless the Permittee Group from and against any and all Damages incurred by the Permittee Group and arising from any negligent or willful acts or omissions of Signature and its respective officers, directors, and employees; provided, however, that this indemnify does not apply to Damages caused by the acts or omissions of the Permittee Group. Such indemnification is subject to and limited by Paragraph 22 Limitation of Llability.

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

### 25. Environmental Removal and Disposal.

(ii)

a. Compliance with Environmental Regulation. Permittee is solely responsible for the proper removal and disposal of all hazardous substances, hazardous wastes and petroleum products as defined and regulated under applicable local, state, or federal law (collectively, "Regulated Substances") that Permittee, or Permittee Group, generates or otherwise brings, or causes to be brought onto the space or Airport. Such removal and disposal shall include, but not be limited to, proper documentation of such Regulated Substances under its assigned Environmental Protection Agency ("EPA") Identification Number in Permittee shall comply with any and all applicable local, state and federal law and any and all Airport removal and disposal of all participation in Permittee's name. Permittee shall comply with any and all applicable local, state and federal law and any and all Airport removal and disposal of any and all documentation in Permittee's name. Permittee shall comply with any and all applicable local, state and federal law and any and all Airport removal and disposal of any and all documentation in Permittee's name. Permittee shall comply with any and all applicable local, state and federal law and any and all Airport requirements in such removal and disposal. Additionally, Permittee is solely responsible for any and all environmental contamination that impacts the Space or any portion of Signature's leasehold premises as a result of the Permittee Group's storage or handling of any Regulated Substances on, in or at the Space.

Environmental Audits. Permittee acknowledges that Signature may enter the Space from time to time to conduct environmental audits. If such environmental b. audit reveals the presence of contaminants in excess of acceptable levels under applicable law as a result of Permittee's use of the Space, Signature shall serve written notice to Permittee to correct the conditions within seven (7) days. Permittee shall act diligently to remove any and all such contaminants and to take all such prompt action necessary to satisfy Signature and any authorities having jurisdiction over the Space that proper remediation has occurred as described above. If Permittee fails to act within the seven (7) day period, Signature may act to correct the conditions and shall be entitled to reimbursement for any and all costs directly or indirectly associated with such corrective action.

Indemnification by Permittee. Permittee shall indemnify, defend, and forever hold harmless the Signature Group from and against all environmental claims, C. liabilities, damages, fines, penalties, losses or impairments, including, but not limited to, any penalty or fine imposed by any governmental agency and the expense of cleaning up or disposing of any Regulated Substances, as well as any and all reasonable attorneys' fees (collectively, "Environmental Damages") resulting from the use and occupancy or any negligent act or omission of the Permittee Group. Permittee shall not be responsible for any type of Environmental Damages or any environmental conditions that existed before the Effective Date of the first space permit entered into between the parties (or their predecessors), except to the extent the Permittee Group exacerbates any such issue or matter. The indemnities set forth herein Paragraph 25(c) shall survive the termination or expiration of this Permit.

d. Environmental Protection Procedures. Permittee shall conduct its operations to meet or exceed requirements set forth in applicable local, state, and federal laws and in accordance with safe and proper industry practices in order to prevent environmental accidents. Such practices include but are not limited to the following:
 (i) Permittee shall at all times protect the drain from spills of Regulated Substances and agrees to instruct all its employees, agents, servants, contractors, subcontractors, invitees, and other representatives in writing regarding such requirement and the proper operation and maintenance of this drainage

system, and immediately notify Signature of any discharge; Permittee shall properly label all containers and shall not place or maintain open containers outside of the Space;

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

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

27. Brokers. The Parties acknowledge that no broker was in any way involved consummating this Permit and that no conversations or prior negotiations were had with any broker. The indemnities in Paragraph 24, above, shall be applicable to claims by any broker for a brokerage commission arising out of this Permit. 27.

28. Notice. Any notice or demand required under this Permit may be by personal service, courier, recognized overnight delivery service, or United States mail (certified mail/postage prepaid only). Notices served by United States mail are deemed properly delivered effective the third (3rd) business day and personal service, courier service and recognized overnight delivery service are deemed served at the time and date of receipt confirmation provided that such notice is addressed to the Permittee as set forth in the Basic Provisions. 29. Default; Remedies.

a. It shall be considered a "Default" pursuant to this Permit If (I) Permittee fails to make, within fourteen (14) calendar days of the date due (the "Grace Period"), payments of Aggregate Rent or any other payment required herein; (ii) Permittee shall fail to perform any non-monetary covenant herein, and such default shall continue for a period of thirty (30) days or such period of time as otherwise specified in this Permit after receipt of written notice of the default from the non-defaulting Party, provided, however, that if such Default is not reasonably susceptible to cure within such thirty (30) day period. Permittee shall be permitted the reasonable additional time as may be required to pursue, through its best and most diligent efforts, the required corrective action, not to exceed an additional thirty (30) days (this subsection ii shall not apply to Permittee's failure to pay Aggregate Rent or to any Parties failure to comply with federal, state, local, or other law, statute, or regulation); (iii) Permittee shall cease to do business as a going concern; (iv) a petition is filed by or against Permittee under the Bankruptcy Act or any amendment thereto (including a petition for reorganization or an arrangement) or under any other debtor protection laws; (v) Permittee assigns its property for the benefit of creditors; (vi) Permittee assigns, transfers or encumbers this Permit without Signature's express and advance written authorization; or, (vii) there is a seizure of this Permit or the Sector or avait theorem of theorem centers of the permit without Signature's express and advance written authorization; or, (viii) there is a seizure of this Permit permit express of avait theorem of theorem centers of the permit expression of the permit the theorem of the permit the theorem of the permit the state of the permit without Signature's express and advance written authorization; or, (viii) there is a seizure of this Permit without Signature's express and advance written authorization; or, (viii) there is a seizure of this Permit without Signature's express and advance written authorization; or, (viii) there is a seizure of this Permit without Signature's express and advance written authorization; or, (viii) there is a seizure of this Permit without Signature's express and advance written authorization; or, (viii) there is a seizure of the permit without Signature's express and advance written authorization; or, (viii) the seizure of the permit written avait the permit written avait the permit written avait the permit written avait the permit writ or the Space or any part thereof, upon execution or by other process of law directed against Permittee, or upon or subject to any creditor's attachment. The Grace Period referenced above with respect to monetary payments shall be revoked without further notice to Permittee in the event Permittee fails more than two (2) times to timely deliver any payment when due (regardless of cure) in any given consecutive twelve (12) month period.

b. In the event of any Default hereunder, Signature shall have the right to pursue any combination of the following remedies: (i) terminate this Permit; (ii)remove the Aircraft and other personal property from the Space and relocate the Aircraft to any location on the ramp upon termination and without notice and Permittee hereby waives any right or claim to recover damages from Signature relating to such towing, removal, and relocation or storage on the ramp; (iii) declare all Aggregate Rent and other amounts payable hereunder for the balance of the Term to be immediately due and payable; (iv) perform any of Permittee's obligations and Permittee shall reimburse Signature for any and all costs and expenses incurred, incured, incurred, incurred, incurred, incured, incurred, incurred, including attorneys' fees, plus an administrative fee equal to ten percent (10%) of such costs, with a minimum of \$100.00; (v) Signature may enter the Space and proceed to sell, in a commercially reasonable manner, all goods, chattels and personal property found to offset any portion of Aggregate Rent and outstanding additional payments and Permittee shall pay all costs and expenses incurred or chargeable to Signature as a result of such sale; (vi) Signature may, at Signature's sole option, after or repair the Space as necessary in order to relet the entire or any part or parts of it either in Signature's name or otherwise on terms at Signature's option which may be less than or greater than the balance of Permittee's Term. No re-entry, alteration, repair or releting shall be construed as Signature's election to terminate this Permit unless Signature has indicated otherwise. Permittee's net election to terminate this Permit unless Signature has indicated otherwise.

Space Permit REV 5/23/2022

Page 6 of 8

Permittee Initials: Signature Initials:

-

successors and assigns hereby irrevocably constitutes and appoints Signature as its agent to collect the rents due and to become due under any of Permittee's permit for the Space (or any parts thereof) without in any way affecting Permittee's obligation to pay any unpaid balance of Aggregate Rent due or to become due hereunder. In addition to the foregoing, Signature is entitled to all rights and remedies available to it at law or equity.

Ċ, If either Party institutes an action to enforce its rights under this Permit, the prevailing Party shall be reimbursed by the other Party for its reasonable attorneys' fees in addition to any other recoverable damages,

d. If Signature shall fail to perform or observe any covenant or requirement of this Permit, and such failure continues for a period of thirty (30) days following receipt of written notice from Permittee of such failure (provided that such time period shall be reasonably extended for so long as Signature diligently prosecutes such cure), Permittee shall have the right to terminate this Permit by written notice to Signature.

e. Permittee agrees that any amounts outstanding beyond any grace or cure period set forth in this Permit shall bear interest at the rate of one and one-half percent (1.5%) per month of the delinquent amount, but in no event shall the foregoing exceed the maximum amount allowable by applicable faw.

independent Contractor. The relationship between the Parties shall be that of independent contractors for all purposes and in no event shall persons employed or relatined 30. by either Party be employees or agents of the other.

Force Majeure. Except for the payment of Aggregate Rent and any other sums due hereunder by Permittee, neither Party shall be liable for its failure to perform under this 31. Permit or for any loss, injury, damage or delay of any nature that is caused by any act of God, act of terrorism, act of nature, fire, flood, wind storm, strike, labor dispute, riot, insurrection, war or any other cause beyond either Party's control, providing, however, should the force majeure continue for more than sixty (60) days, either Party may terminate this Permit upon ten (10) days' written notice.

32. Governing Law. This Permit shall be construed, Interpreted, and enforced in accordance with the laws of the state in which the Space is located.

33. WAIVER OF JURY TRIAL. THE PARTIES HEREBY WAIVE THEIR RIGHT TO TRIAL BY JURY.

34. Assignment and Subletting. Permittee shall have no right to assign, transfer, mortgage, pledge, hypothecate or encumber this Permit or any interest herein or sublet the Space or any part thereof, or permit the use of the Space by any other party without Signature's prior written consent which may be withheld in its sole discretion. Signature's written consent to such a transaction shall not be deemed a release of Permittee from the obligations of this Permit, unless otherwise stated in writing by Signature Any such contemplated assignment or subletting may further be subject to advance, written approval by the Authority. The use of the Space by any aircraft other than the Aircraft defined above shall be subject to Signature's prior written approval, which may be withheld in its sole discretion. Any such transactions in violation of the foregoing requirement shall be considered null and void and shall constitute an immediate Default, for which no cure period is available; provided however that the obligations of Permittee hereunder shall remain in full force and effect, including but not limited to the insurance, waiver and indemnification provisions, notwithstanding such a transaction or change of aircraft.

35. <u>Fuel Purchases.</u> Unless Permittee occupies Office or Shop Space only, Permittee agrees to purchase reasonable and substantial quantities of fuel from Signature in connection with the operation of the Alrcraft based or otherwise operated from the Space in exchange for Signature furnishing Permittee the use of Signature's general aviation terminal facilities and amenities, as well as furnishing other basic and customary Ancillary Services related to the Aircraft based or operated from the Space. Such fuel purchases constitute an integral part of the basis of bargain and material consideration for Signature to enter into this Permit at the rental rates set forth herein.

36. <u>Aircraft Towing</u>. Signature shall have the primary responsibility to tow Aircraft at the Airport as one of the Ancillary Services offered by Signature. The Permittee Group agrees not to undertake the towing/repositioning of the Aircraft, except in the event of an emergency. "Emergency" is defined as an unanticipated and sudden event in which the safety, security or integrity of an Aircraft or a person, or their property, is in imminent paril or jeopardy. Permittee shall indemnify, defend and hold harmless the Signature Group from and against any and all damages resulting from towing by Permittee.

37. Time of Essence. Time is of the essence in this Permit.

38. Amendment. No amendment, modification or alteration of the terms of this Permit shall be binding unless it is in writing and executed by both Parties.

39. Entire Agreement. All Exhibits attached hereto are fully incorporated into the terms and conditions of this Permit. This Permit constitutes the entire agreement and all prior correspondence, memoranda, negotiations, or understandings (written or oral) and are merged into and superseded by this Permit, excepting the Parties' joint and several obligations under the Master Lease. This Permit shall be interpreted simply according to the plain meaning of its terms and not strictly for or against with Party regardless of which Party drafted it,

40. Severability. If any authority with proper jurisdiction determines that any provision is illegal, unenforceable, or invalid in whole or in part for any reason, all valid and enforceable provisions remain unaffected.

41. <u>Applicability.</u> The provisions of Paragraph 22 and Paragraph 24 shall bind Permittee and Signature with respect claims, losses, and damages arising with respect to the Space and all additional services performed by Signature with respect to the Permittee Group and its property (including the Aircraft) throughout the Base and at any other fixed base operation 41. owned, operated, managed or controlled by Signature.

42. <u>Election of Remedies.</u> The Parties' rights and remedies are cumulative and in addition to all other rights and remedies at law and equity. No action initiated by either Party shall be construed or interpreted as a sole election of remedies and will in no way diminish, restrict, prejudice or otherwise waive any other rights or remedies.

43. <u>Authority Consent Required.</u> Permittee acknowledges that, pursuant to the provisions of the Master Lease, Signature may be required to obtain Authority's written consent to this Permit, and accordingly, if applicable, the obligations, understandings and commitments of the Parties as set forth herein are expressly subject to obtaining such Authority consent. 44. Estoppel Certificates. Permittee shall, within fifteen (15) days after any written request from Signature, execute, acknowledge and deliver a statement certifying certain facts regarding this Permit, including but not limited to confirming the effectiveness of this Permit and the status of any defaults thereunder and/or such other matters as Signature may reasonably request. Any such statement may be relied upon by or as may be requested by Signature, its lenders, insurance carriers, auditors, and prospective purchasers. If Permittee shall fail to

execute and return such statement within the time required herein, Permittee shall be deemed to have agreed with the matters set forth therein. 45. Relocation. Notwithstanding any provision of this Permit to the contrary, Signature shall have the right to temporarily relocate the Aircraft to reasonably similar space at the Base without prior notice to Permittee. Signature shall have the option to permanently relocate the Space upon thirty (30) days' prior written notice to Permittee and at Signature's sole cost and expense. In the event Permittee objects to such permanent relocation, Permittee may elect to terminate this Permit by written notice delivered to Signature within fifteen (15) days of receipt of the foregoing notice from Signature with such termination effective upon the thirtleth (30\*) day following said notice from Signature. In addition to the foregoing, Signature shall

have the right, but not the obligation, to relocate any Aircraft which is not airworthy from the Space to another portion of the Base In Signature's sole discretion. 46. <u>Non-Waiver</u>. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or default not expressly identified by such written waiver in this Permit shall operate or be construed as a waiver in exercise, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or default not expressly identified by such as a waiver in the permit shall operate or be construed as a waiver in exercise. waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

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

48. Inclement Weather. In the event of any inclement weather (each event, a "Storm") Permittee hereby requests that Signature continue to store the Aircraft in the Hangar Space during the period that the Storm may strike or adversely affect the Hangar Space. In consideration of such storage, and notwithstanding any other agreement, lease or license, whether verbal or in writing, to the contrary, Permittee confirms that Permittee assumes all risk that the Aircraft may be damaged or destroyed by the effects of the Storm while in storage in the Hangar Space. Signature makes no warranties or representations of any kind that the Aircraft can be protected from the effects of the Storm. Permittee agrees to indemnify, hold harmless, release and defend Signature and the Signature Group from any and all Damages arising out of any effects of a Storm. Permittee shall be solely responsible for any such losses or it will look solely to its insurance coverage. Permittee walves all rights of subrogation for itself and its insurance carriers.

Remainder of page intentionally left blank.

Space Permit REV 5/23/2022

Page 7 of 8

Permittee Initials: Signature Initials:

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

SIGNATURE FLIG	HT SUPPORT LLC, a Delaware	imited liability comp	oany, ("Signature"), which maintains	a Fixed Base Operation ("FBO") at ag person or entity, ("Vendor"), to enter
the FBO premises on a tempo	rary basis, consistent with the terms	s and conditions herein	after stated.	g person of entity, ( version ), to enter
Name:	Address:			
Telephone: Service provided ("Service"):	Email:		· · · ·	
Service provided ("Service"): _2. <u>Services To Be Pe</u> Permittee, tenant, Aircraft own designated for such Service b operate aircraft or use Signatu 3. <u>Compliance With</u> and the Transportation Securit 4. <u>Indemnification</u> . employees and Signature's pa or judgments, of any kind wha suffered by, or charged to, Sig violation or non-performance to Release or by any act or failure 5. <u>Insurance, Before</u> i. Liability - Airpo (1) (2) (3) ii. Worker's Comp (1) <u>Worker's comp</u> (2) <u>Special Provisions</u> employer's liability shall name Authority' as additional insurer liability coverage. All required i in favor of "Signature Flight Sup by certificates of insurance that	rformed. Vendor shall enter Signaler, pilot or other designated repress y local Signature management. Ve re's leasehold, including, but not lin Laws. Vendor represents that it sha y Administration ("TSA"). Vendor agrees to indemnify, deferent, subsidiary, related and affiliate itsoever (including those arising fro nature by reason of any loss of or or y Vendor or its agents, servants, c e to act or negligence of such perso <u>commencing Services</u> , Vendor sha <b>t Premises</b> <u>Commercial general</u> <u>Motor vehicle</u> (a) This coverage is cond (2) driven on Signature shall be automatically <u>Environmental / pollution</u> (a) This coverage shall be waiver shall be autom add aircraft maintenar <b>ensation &amp; Employer's Liability</b> <u>vensation</u> <u>Employer's liability</u> s. For Certificates of Insurance: A (exactly as set forth in quotations is, if the required liability polices of nsurance policies, except (1) motor poport LLC, its parent, subsidiary, relat provide at least thirty (30) days	ture's Premises for the sentative. Vendor shall tendor expressly agrees nited to, ingress and egal adhere to the prevail and and hold harmless d companies from and a mithird parties), includi famage to any property onsultants, contractors, ins. all evidence the followin Combined single lin ditionally waived if Vendor sulformatically revoked and Vendor comme The greater of \$500,000 each occu \$500,000 each occu \$500,000 agregate All such required fiability if Signature Flight Sulfo not contain a standar vehicle, (2) worker's calated, and affiliated com advance written notice activation and standar of the sulfiliated com advance written notice activation and standar sulfiliated com advance written notice activation and standar such as a standar such as the su	sole purpose of performing Service at the authorized only to perform the Service at the authorized only to perform the Servic that at no time shall its activities infrin- ress from the FBO, offices, shops, raming and applicable rules of the Airport, F Signature and the Airport, their resp against any and all flabilities, damages, ing all costs, attorneys' fees, and exper- ror injury to or death of any person arise, subcontractors, licensees or employed g types and amounts of insurance: nit \$5,000,000 per occurrence, product hall obtain the requisite coverage. mit \$5,000,000 per occurrence. If this Release does not include the m- fendor shall obtain the requisite coverage. mit \$5,000,000 per occurrence. Journes, without amendment, performance ances, without amendment, performance ances, without amendment, performance apolicy limit ty insurance, except (1) motor vehicle port LLC, its parent, subsidiary, rela- and sparation, and (3) employer's liabilit apanies and the Authority". All required of any cancellation or changes adver-	ederal Aviation Administration ("FAA"), bective officers, directors, agents and injuries, losses, claims, fines, penalties inses incidental thereto, which may be sing out of or by reason of any breach, ies of any covenant or condition of this
VENDOR ACKNOW	ort's limits shall supersede the limits /LEDGES THAT ITS POTENTIAL ) INSURANCE POLICY LIMITS RE	LIABILITY IS NOT LIV	NITED TO THE AMOUNT OF ANY LIA	BILITY INSURANCE
Signature Fligh	t Support LLC		Vendor:	
Ву:		_	Ву:	
Name:			Name:	
Title:	······································		Title:	
Date:			Date:	
ι,				
Space Permit REV 5/23/2022		Page 8 of 8		Permittee Initials: Sionature Initials:

.

.

÷

;

: