

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: June 3, 2025	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing

Submitted By: Department of Airports

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: Consent to Sublease (Consent), consenting to a Facility Tenant Agreement for the sublease of space at the Palm Beach International Airport (PBI) by Jet Aviation Associates, Ltd. (Jet Aviation) with Wheels Up Private Jets, LLC (Wheels), effective as of January 1, 2025.

Summary: Jet Aviation provides fixed based operator services for general aviation aircraft at PBI pursuant to the Amended and Restated Fixed Base Operator Lease Agreement dated September 17, 2024 (R2024-1202), which provides for the sublease of space subject to the County’s consent. Jet Aviation entered into a Facility Tenant Agreement with Wheels on January 1, 2025, for the sublease of hangar and office space. Resolution 94-1453 authorizes the County Administrator or designee, in this case, the Director of the Department of Airports, to execute the standard form Consent. Countywide (AH)

Background and Justification: N/A

Attachments: Consent to Sublease (w/copy of Facility Tenant Agreement)

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Recommended By:		4/29/25
	SL Department Director	Date

Approved By:		
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

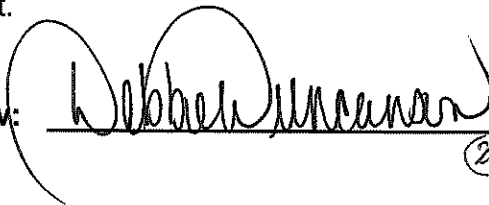
Is Item Included in Current Budget? Yes _____ No X
Does this item include the use of federal funds? Yes _____ No X
Does this item include the use of state funds? Yes _____ No X

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

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

This item has no fiscal impact.

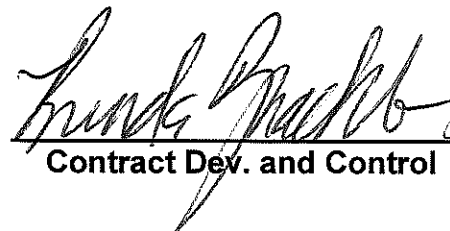
C. Departmental Fiscal Review:


(2/20) 4/29/25

III. REVIEW COMMENTS

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

 5/1/2025
14K 4/30 OFMB QA 4/30

 5/1/25
Contract Dev. and Control

B. Legal Sufficiency:

 5-1-25
Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 11/17

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

CONSENT TO SUBLEASE

PALM BEACH COUNTY, a political subdivision of the State of Florida, (the "County"), by and through its Department of Airports, under that certain Amended and Restated Fixed Base Operator Lease Agreement with Jet Aviation Associates, Ltd., (the "Lessee"), dated September 17, 2024 (R2024-1202) (the "Lease Agreement"), hereby consents to Lessee entering into a Facility Tenant Agreement with Wheels Up Private Jets LLC (the "Sublessee"), effective as of January 1, 2025, (the "Sublease") for the sublease of space contained within the leasehold of Lessee under the Lease Agreement, as summarized in the attached "Facility Tenant Agreement".

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

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

APPROVED this 18 day of March 20 25, by the County Administrator or the Director of the Department of Airports on behalf of and pursuant to the authority granted by the Board of County Commissioners.

By:  RW
Title: Director of Airports

Approved as to Form and Legal
Sufficiency:

By:  3-13-25
County Attorney

FACILITY TENANT AGREEMENT

This **FACILITY TENANT AGREEMENT** (the "Agreement"), with an effective date of January 1st, 2025 (the "Effective Date") is entered into by and between Jet Aviation Associates, Ltd., a Florida Limited Partnership, ("Jet Aviation"), and Wheels Up Private Jets LLC, a Kentucky limited liability company ("Customer").

WHEREAS, Customer wishes to lease hangar space, as hereinafter defined, at the facility operated by Jet Aviation at Palm Beach International Airport, 100 James L. Turnage Boulevard, West Palm Beach FL (the "Facility");

WHEREAS, at the Facility, Jet Aviation sells aircraft fuel, maintains hangars for the storage of aircraft, leases office space, and provides aircraft maintenance and certain other services to aircraft operators; and

WHEREAS, Jet Aviation desires to provide to Customer at the Facility aircraft hangar space and certain products and services, and Customer desires to purchase from Jet Aviation at the Facility certain products and services.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Hangar and Office Space

- a. Jet Aviation hereby leases to Customer on the terms and conditions hereinafter stated, and Customer hereby leases from Jet Aviation on such terms and conditions, certain Hangar and Office Space in the building commonly known as Hangar 1 and Office ME 108 (the "Hangar"), all as more fully described below.
- b. As used in this Agreement, "Aircraft" means any aircraft operated by Customer.
- c. Jet Aviation shall provide Customer with sufficient space to store the Aircraft within the hangar (the "Hangar Space").
- d. Jet Aviation shall, at its expense, provide all utilities for the Hangar Space including but not limited to heat but excluding telephones and communication equipment. Security services are not included.
- e. Jet Aviation shall afford Customer access to the Hangar Space seven (7) days per week and twenty-four (24) hours per day.

- f. Jet Aviation shall, at its expense, repair and maintain the Hangar in good condition including its structural and components.
- g. In the event Jet Aviation is required to close its operations at the Facility for reasons associated with terror attacks, high security lock downs, war or similar events, Customer acknowledges that advance notice to Jet Aviation for facility access by Customer may be required.
- i. Customer shall require its designated employees to apply for, and upon approval, receive an Authorized Airport Identification Badge, to be worn at all times and displayed prominently, while on Jet Aviation property.

2. Term

- a. This Agreement shall commence on January 1, 2025, the Effective Date, and shall have an initial term of three (3) years (the "Initial Term").
- b. This Agreement will terminate: (i) upon expiration of the Initial Term; (ii) automatically upon the termination or expiration of the Ground Lease Agreement between Jet Aviation and Palm Beach County (the "Lease Agreement"), or as otherwise expressly directed in writing by Palm Beach County, and no damages, monies or compensation will be owed to Customer by Jet Aviation; or (iii) upon written notice from the non-defaulting party that an Event of Default has not cured pursuant to Section 11.
- c. Upon termination, Customer shall remove all of Customer's property from the Hangar and pay to Jet Aviation all outstanding fees and other charges due and owing Jet Aviation under this Agreement on or before the effective date of termination. If Customer should fail to vacate the Hangar Space within such period, Jet Aviation may, to the extent permitted by applicable law, peaceably enter upon the Hangar Space and remove Customer's property without further notice, demand or court proceeding and without liability to Customer. Jet Aviation shall be under no duty or obligation to store or maintain any of Customer's property at any time and shall not be liable to Customer for any damage to or destruction of such property. If Jet Aviation stores the property, Customer shall be liable to Jet Aviation for the costs and expenses of transportation and storage.

3. Payment

- a. Customer shall pay to Jet Aviation a security deposit equal to one month's rent on or prior to the Effective Date.

- b. Customer shall pay Jet Aviation on or prior to the first day of each month per the rate schedule below:

Effective Date: January 1, 2025
Hangar Space:

Hangar/Office/Shop	Square Feet	Monthly Rate	Total
Hangar Space	10,000		
Office Space	6,594		
CAM	16,594		
Security			
		Total	

- c. Customer, upon payment of the rentals and performance of the covenants on Customer's part to be performed, shall and may peaceably and quietly have, hold and enjoy the Hangar Space during the term of this Agreement.
- d. In consideration of the payments referred to in Section 3.b., Customer shall also have the right to use free of charge the following services and amenities at the Facility:
 - (i) Jet Aviation's services in moving the Aircraft as requested by Customer;
 - (ii) The Ramp Space to temporarily park the Aircraft;
 - (iii) A reasonable number of automotive parking spaces existing as of the original date of this Agreement; and
 - (iv) The common areas including halls, lobbies, delivery passages, drinking fountains, public toilets and the like.
- e. The amounts payable by Customer pursuant to Section 3.b. above shall increase automatically on each anniversary of the Effective Date by the greater of CPI-U or four percent (4%) for the previous twelve (12) months for which the CPI-U has been published. Notwithstanding the above, if an increase of rent is imposed upon Jet Aviation by Palm Beach County or its designated agent, then Jet Aviation has the right to immediately pass on the increase to Customer. Any such increase shall be in addition to all other amounts payable by Customer pursuant to this Agreement.

4. Movement of the Aircraft

- a. Notwithstanding anything herein to the contrary, Customer shall have the right to move the Aircraft in and around the Hangar in compliance with all existing or future Jet Aviation rules or directions for such movement and with the requirement that Customer shall fully hold harmless and indemnify Jet Aviation from any and all costs and claims associated with such movement by Customer or any other party as further outlined in Section 23 of this Agreement. Jet Aviation shall not be liable for any claim or cost related to movement of the Aircraft by Customer. Further, Customer shall not engage any third party to move the Aircraft without the prior written consent of Jet Aviation, which consent shall in no way abrogate or otherwise diminish Customer's indemnification obligation for Aircraft movement herein.
- b. If in Jet Aviation's sole and reasonable discretion the efficient operation of the Hangar requires that the Aircraft be temporarily moved or parked within the Hangar or the adjoining ramp, then Customer shall immediately move the Aircraft in coordination with Jet Aviation after notice of the required Aircraft move.
- c. Customer shall move the Aircraft by towing only. No employee of Jet Aviation shall enter the Aircraft, except with the written or oral consent of an authorized Customer employee and except, in Jet Aviation's reasonable discretion, in the case of an emergency where Customer is not available or properly equipped to respond, in which case no notice or consent is required. Jet Aviation shall not have any affirmative obligation to move the Aircraft in an emergency. Any such action on Jet Aviation's part shall be wholly discretionary.

5. Use of the Hangar

- a. This Agreement allows Customer's employees to use an area of the Hangar, designated by Jet Aviation from time to time, for the purpose of storing the Aircraft.
- b. Except as otherwise provided herein, Customer is prohibited from using the Hangar Space or any portion of the Facility for any purpose other than expressly mentioned in section 5a and specifically excluding commercial activity. For the avoidance of doubt, Customer may not store golf carts or any other motorized vehicle at the Jet Aviation Facility without prior written authorization, except for tugs used for towing.
- c. Customer shall not cause or permit the Hangar Space to be used in any way (i) which constitutes (or would constitute) a violation of any law, ordinance, or governmental regulation or order, or (ii) which unreasonably interferes with the rights of any other users of the Facility, or (iii) which constitutes a nuisance or waste.

- d. Customer's rights granted herein are subject and subordinate to the terms and conditions of the Lease Agreement. Nothing in this Agreement shall create or purport to create any obligations of the Palm Beach County to Customer, and the Palm Beach County shall be deemed an intended third party beneficiary of this Agreement.
- e. Customer shall keep and maintain the Hangar Space and every part thereof in good and clean condition and in accordance with reasonable rules or regulations established by Jet Aviation or the Palm Beach County from time to time during the term of this Agreement (see Schedule 1 attached). Customer shall not make any alterations or additions to the Hangar Space without first obtaining Jet Aviation's written permission and shall return occupancy at the termination of this Agreement in the same and in as good condition as exists on the date of this Agreement, reasonable wear and tear, damage by fire or casualty through no fault of Customer and modifications expressly approved by Jet Aviation excepted.

6. Fuel

- a. During the Initial Term or any Renewal Term of this Agreement (and any extended term), Customer shall purchase from Jet Aviation at the Facility, and Jet Aviation shall sell to Customer at the Facility, all of Customer's requirements for Jet-A fuel for the Aircraft while at the Facility also known as the Palm Beach International Airport.
- b. Customer shall be billed at point of transaction when purchasing Jet-A fuel from Jet Aviation, and Customer will use a Jet Aviation approved payment method, with a preference for Phillips 66 AvCard or World Fuel Avcard. For any nonapproved payment methods Customer may be subject to an administrative fee of up to five percent (5%) per transaction.
- c. Jet Aviation agrees to sell Jet-A fuel to Customer at at the agreed upon rates set in the Wheels Up Network Pricing agreement.
- d. In the event a fuel spill occurs during the refueling of Customer aircraft that is caused by Jet Aviation's negligence, or refueling equipment failure, Jet Aviation will be responsible for fuel spill cleanup costs incurred. Customer will be responsible for fuel cleanup costs and hazardous waste disposal charges that result from any fuel spill from Customer's aircraft that results from failure of aircraft systems or components during refueling or fuel transfer.
- e. During the pendency of this Lease Agreement and any extensions thereof, Customer hereby agrees that, in consideration of Jet Aviation's offered lease rental rate set forth in this Agreement, it shall: (1) purchase a minimum of 500,000 gallons of fuel from Jet Aviation each calendar year commencing on

January 1st, 2025 ("the Effective Date") or a pro rata share if the Effective Date does not occur on January 1st, 2025. In the event that Customer fails to purchase at least 500,000 gallons in any calendar year or the pro rata share, Customer agrees to pay Jet Aviation an amount equal \$.95, for each gallon that Customer is short of the minimum requirement. Jet Aviation has the exclusive right in its sole discretion to waive this True Up requirement; and (2) if arriving at an airfield at which Jet Aviation and its global affiliates have an FBO, Customer shall purchase its fuel from the Jet Aviation FBO facility.

7. Maintenance

- a. Subject to the provisions hereinafter set forth, Customer may conduct or cause to be conducted general maintenance on Aircraft while in the Hangar. Customer may only use the maintenance support of its own employees.
- b. Aircraft maintenance activities performed in the Hangar shall be limited to include minor due cards, troubleshooting, minor component replacements, post flights, preflight, servicing and the like, provided such activities can be conducted in a manner that is non-intrusive to neighboring tenants, does not impose on hangar operations, or effect the cleanliness and image of the Facility. Customer shall indemnify, defend and hold harmless Jet Aviation from and against any and all claims or liability arising out aircraft maintenance activities performed by Customer or by any employee, contractor or customer of Customer, except to the extent such claims or liability result solely from the negligence or willful misconduct of Jet Aviation.
- c. When third party maintenance assistance is engaged or otherwise invited by Customer, Customer shall (i) receive prior approval from Jet Aviation for sch third party access; (ii) have a Customer employee present at the Facility at all times that third party maintenance assistance is being performed; (iii) indemnify, defend and hold harmless Jet Aviation from and against any claims resulting from the third party maintenance assistance, including any claims brought against Jet Aviation for any reason by the individual or entity performing the third party maintenance assistance, and (iv) be responsible for ensuring compliance with applicable airport security provisions by Customer and the individual or entity performing the third party maintenance assistance.
- d. Customer agrees not to contract or otherwise permit third parties to perform aircraft cleaning in the Facility without prior permission from Jet Aviation's FBO Manager.
- e. Upon request by an authorized representative of Customer, Jet Aviation will provide Customer with aircraft cleaning services at the current posted hourly retail rate for the applicable services. All charges for work performed, including

consumables, will be invoiced to Customer upon completion of the work. Invoices will be payable within fifteen (15) days from the date of invoice, unless other arrangements are agreed to for specific work.

- f. Jet Aviation shall dispose of all hazardous waste generated by Customer in its maintenance of the Aircraft pursuant to the maintenance activities of the Customer's employees in the Hangar and/or Facility, and Customer shall reimburse Jet Aviation for its reasonable out-of-pocket expenses incurred in disposing of such hazardous waste. Customer shall abide by Jet Aviation's policies and all applicable laws and regulations regarding temporary storage and disposal of hazardous waste, and shall also notify Jet Aviation of the quantities thereof, and their location. Customer shall indemnify, defend and hold harmless Jet Aviation from any and all claims or liability arising out of any disposal of hazardous waste generated from the Hangar Space by Customer or by any employee, contractor or customer of Customer, except to the extent such claims or liability result solely from the negligence or willful misconduct of Jet Aviation.
- g. Customer employees and guests shall abide by safety regulations imposed by federal and local authorities, including but not limited to the use of goggles and hearing protectors, and their proper use shall not be the responsibility of Jet Aviation. Jet Aviation shall be held harmless and without obligation for any and all damage or injury caused by the negligent utilization of the Hangar Space and equipment therein by Customer or Customer's employees and guests.
- h. Customer will mark all ground equipment/maintenance equipment owned or leased by Customer "For Wheels Up use only". Customer will ensure all aircraft parts/materials removed or to be installed by Customer and left unattended within the Hangar or Facility are tagged, with each tag identifying the part as belonging to Customer and for Customer's use only.

8. Insurance

- a. Customer shall, at its expense, carry and maintain in full force and effect. With an insurer acceptable to Jet Aviation, the following insurance coverages:
 - 1. Aviation General Liability Insurance (including Premises, Contractual, Fire, Legal and War Liability). Such insurance shall be in an amount not less than the applicable requirement below for Combined Single Limit each occurrence and in the aggregate as respects War Liability. Fire Legal sub-limit of at least \$500,000.

MTOW (metric tons)	Minimum \$ US limit per occurrence
< 0.5t	\$1m
< 1.0t	\$2m
< 2.7t	\$5m
< 6.0t	\$10m
< 12.0t	\$25m
< 25.0t	\$150m
< 50.0t	\$200m
< 200.0t	\$750m
< 500.0t	\$1b

- 2. Aircraft Liability insurance for bodily injury/property damage including passengers, Damage to Aircraft Hangars and their content, and War Liability with a combined single limit each occurrence of not less than one hundred million dollars (\$100,000,000) and in the aggregate as respects War Liability. Damage to Aircraft Hangars and their content sub-limit of at least \$2,000,000.
 - 3. All Risk Hull insurance (including Hull War) for each aircraft in the amount of the agreed value of such aircraft, including a waiver of subrogation in favor of Jet Aviation and its parent company Jet Aviation Holdings USA, Inc. and their respective officers, agents, employees or affiliates.
 - 4. Automotive liability insurance to a minimum limit of one million dollars (\$1,000,000) per occurrence for all of Customer's owned, non-owned or hired vehicles operating on or proximate to the Facility.
 - 5. Workers' Compensation insurance in an amount no less than required by law, and employers' liability insurance in the amount of one million dollars (\$1,000,000). Coverage shall include a waiver of subrogation by the insurers and Customer in favor of Jet Aviation.
- b. Any insurance policy carried by Customer in accordance with Section 8.a., and any insurance policy taken out in substitution or replacement therefore, shall:
- (i) except with respect to Workers' Compensation, designate Jet Aviation and, if requested by Jet Aviation, Palm Beach County, as Additional Insured;
 - (ii) provide that, if (1) such policy is canceled for any reason, or (2) any substantial change is made in the coverage thereunder that adversely affects the interests of Jet Aviation, or (3) such policy is allowed to lapse or be canceled for non-payment of premium, any such cancellation, substantial change in coverage or lapse shall not become

effective until thirty (30) days, or in the event of non-payment of premium, ten (10) days advance notice in writing to Jet Aviation;

- (iii) be primary insurance without the right of contribution from any insurance carried by Jet Aviation;
 - (iv) provide that Jet Aviation shall have no obligation or liability for premiums, assessment, or calls in connection with such insurance policy; and
- c. Upon execution and delivery of this Agreement, Customer shall deliver to Jet Aviation certificates of insurance, issued by Customer insurer in form acceptable to Jet Aviation, evidencing the coverage referred to herein. Each such certificate shall indicate the date and number of the policy, the exact name of the insured thereon, and the coverage thereunder applicable to the Aircraft. Certificates will be issued at each subsequent renewal as long as agreement is in effect.
- d. Customer waives any claims it may have against Jet Aviation, its officers, agents, employees or affiliates for any loss or damage to the Aircraft except to the extent caused by gross negligence or intentional or willful misconduct of Jet Aviation, its officers, agents, employees or affiliates.

9. Destruction of Premises

- a. If the Hangar Space is damaged or destroyed, in whole or in part, by fire, casualty, or acts of God or the public enemy, Jet Aviation may, at its option, give notice to Customer within sixty (60) days after such damage or destruction terminating this Agreement as of the date specified in such notice, which date shall be no less than thirty (30), nor more than sixty (60), days after the giving of such notice. In the event of giving such notice, this Agreement shall expire on the date specified in such notice and the payments pursuant to the Agreement shall be paid up to the date of such damage or destruction. If Jet Aviation does not exercise its option to give such notice, it shall restore the Hangar to a tenantable condition promptly.
- b. Until the Hangar are restored to a tenantable condition, the fees hereinbefore provided shall abate entirely if the entire Hangar is rendered untenable, or if only a part is rendered untenable, the fees shall abate pro rata for the facility portion rendered untenable; provided, however, that Customer shall have no obligation to make any pro rata payment unless Customer can, in its judgment, safely store the Aircraft in that portion of the Hangar Space remaining in a tenantable condition.

- c. Notwithstanding the foregoing, if the Hangar is damaged or destroyed as a result of the negligence, omission, or willful act of Customer, its agents, representatives, employees, guests or invitees, then in that event there shall be no abatement of the fees. Furthermore, Customer shall be responsible for the restoration of the Hangar to its original condition to the extent that any damage thereto is caused by the sole negligence, omission or willful act, of Customer.

10. Events of Default

- a. An Event of Default occurs if either party:
 - (i) Fails to make any payments required to be made to the other party under the terms of this Agreement on or prior to the date such payments shall become due and payable;
 - (ii) Fails to perform any of the terms, covenants, or conditions contained in this Agreement required to be performed by such party; or
 - (iii) Becomes insolvent or bankrupt or makes an assignment for the benefit of creditors.

11. Curing an Event of Default

- a. If any one or more Events of Default by Jet Aviation or Customer shall occur and be continuing, the other party may give notice pursuant to Section 14 to the party in default specifying such Event of Default and stating that this Agreement shall terminate on a specified date, which date shall be at least thirty (30) days after the date of giving such notice, unless such Event of Default shall have been cured by such date;
- b. Notwithstanding the provisions of Section 11.a., if any Event of Default is of such a nature that the same cannot reasonably be cured within said thirty (30) day period, and failure to cure the same within such period will not have an immediate adverse effect upon Jet Aviation or the Aircraft, then if the party in default shall have diligently commenced the curing of such Event of Default during said thirty (30) day period, the party in default shall have an additional fifteen (15) days, for a total of not more than forty-five (45) days to cure the Event of Default.
- c. If the Event of Default is non-payment of any amounts due Jet Aviation by Customer under this Agreement, then Jet Aviation may terminate this Agreement by giving Customer notice of termination fifteen (15) days prior thereto, unless such Event of Default shall have been cured within such fifteen (15) days.

- d. If, after the periods specified in Sections 11.a., b. or c. have expired, the Event of Default shall still be continuing, the non-defaulting party may terminate this Agreement immediately. The non-defaulting party shall retain all of its rights to take action against the defaulting party, whether in law or in equity.

12. Force Majeure

Neither party nor any of its officers or directors shall be liable for, nor shall they, or any of them, be deemed in default under this Agreement on account of any failure or delay in performance (other than payments required under this Agreement and the requirements relating to the maintenance of insurance) due to causes beyond their control. Said causes include, but are not limited to, delays due to strikes, acts of God, fires, flood, the actions of the United States Government or any other government or agency thereof, both foreign and domestic, or the failure to receive essential parts or services from suppliers.

13. Illegality

Notwithstanding anything in this Agreement to the contrary, if Customer is unable to use the Hangar Space because the use thereof as contemplated by this Agreement is in violation of any federal, state or municipal law or regulation, and if Jet Aviation cannot cure such violation within thirty (30) days of notice of such violation Customer may terminate this Agreement immediately upon written notice to Jet Aviation and the charges payable by Customer under this Agreement to Jet Aviation shall be proportionately paid up to the earlier of (i) the date of termination or (ii) the date Customer is unable to use any such Hangar Space for the purposes contemplated by this Agreement.

14. Notices

All notices, demands, or other communications to be delivered or given hereunder shall be in writing and shall be deemed to be duly given upon personal delivery or upon mailing if sent, postage prepaid, by certified or registered mail, return receipt requested, as follows:

If to Customer:

Wheels Up Private Jets LLC
Attn: Director of Corporate Real Estate
2135 American Way
Chamblee, GA 30314

If to Jet Aviation:

V.P. – FBO Operations
Jet Aviation Teterboro, L.P.
112 Charles A. Lindbergh Drive
Teterboro, NJ 07608.

With Copy to:

Scott Fleming, VP, Associate General Counsel
Jet Aviation Teterboro
112 Charles A. Lindbergh Drive
Teterboro, NJ 07608

Either party may change the address to which such communications are to be directed to it and the person to whose attention such communications are to be delivered, by giving notice to the other party in the manner provided in this Section 14.

15. Entire Agreement; Amendment

- a. This Agreement contains the entire agreement and understanding between the parties hereto in respect of the subject matter contained herein and supersedes all prior agreements, arrangements and understandings relating to such subject matter.
- b. This Agreement may be amended, superseded or canceled, and any of the terms thereof may be waived, only by a written instrument specifically stating that it amends, supersedes or cancels this Agreement or waives any of the terms hereof, executed by a corporate officer of each of the parties, or in the case of a waiver, by the corporate officer of the party waiving compliance.

16. Waivers

The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce same. No waiver by any party of any condition, or of any breach of any term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation or warranty.

17. Certain Interpretive Matters

- a. Section headings contained in this Agreement are for convenient reference only, and shall not in any way affect the meaning or interpretation of this Agreement.

- b. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- c. No provision of this Agreement shall be interpreted in favor of, or against, either party hereto by reason of the extent to which any such party or its legal counsel participated in the drafting thereof or by reason of the extent to which such provision is inconsistent with any prior draft of this Agreement.
- d. The words "herein," "hereof," "hereto," "hereunder" and words of similar import refer to this Agreement.
- e. The term "Agreement" as used herein shall mean this Agreement and Exhibit A attached hereto.

18. Assignment; Successors

Neither this Agreement nor the rights and obligations hereunder may be assigned or transferred in any manner by any party without the express written consent of the other party. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

19. Confidentiality

All financial terms and conditions including the payments to be made by Customer to Jet Aviation pursuant to this Agreement are considered confidential information by Jet Aviation and Customer and each party agrees to keep such information confidential, except as may be required to the contrary by any applicable law, rule or regulation.

20. Applicable Law/Venue

This Agreement shall be construed and governed in accordance with the laws of the State of Florida without regard to its conflict of laws principles, and the parties agree and consent to exclusive venue and jurisdiction in the state and federal courts of Montana. THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR ANY REASON.

21. Waiver of Jury Trial

The parties hereby knowingly, voluntarily and intelligently waive their rights to a jury trial in any action, suit or proceeding relating to, arising under or in connection with this agreement and any other document, agreement or instrument executed and

delivered in connection with the foregoing. THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR ANY REASON.

22. Limitation of Liability/Exclusion of Punitive and Consequential Damages

Notwithstanding any provision of this agreement to contrary, under no circumstances shall either party be liable to the other (i) for any punitive, exemplary or other special damages arising under or relating to this agreement or the subject matter hereof, (ii) for any indirect, incidental or consequential damages (including without limitation loss of use, income, profits or anticipated profits, business or business opportunity, savings, data, or business reputation) arising under or relating to this agreement or the subject matter hereof, regardless of whether such damages are based in contract, breach of warranty, tort, negligence or any other theory, and regardless of whether such party has been advised of, knew of, or should have known of the possibility of such damages. THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR ANY REASON.

23. Indemnification

To the extent permitted by law, Customer shall defend, indemnify, and hold harmless Jet Aviation and its affiliates, and its and their respective employees, officers, directors and agents, from and against all claims, demands, suits, actions or other proceedings ("Claims"), and from and against all damages, payments made in settlement, and other liability, and all costs and expenses incurred (including reasonable attorneys' fees), as a result of such Claims (collectively, "Losses"), to the extent such Claims: (i) arise out of or are or were caused by Customer's breach of its obligations under this Agreement, (ii) arise out of or are or were caused by Customer's negligence or misconduct; or (iii) arise out of or are or were caused by any act or omission of by Customer or any other party engaged by Customer moving the Aircraft including without limitation any partial acts or omissions of Customer or any other party engaged by Customer. THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR ANY REASON.

24. Severability

- a. The provisions of this Agreement shall be deemed independent and severable and the invalidity, partial invalidity or unenforceability of any one provision or portion of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.
- b. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall as to such jurisdiction be ineffective to the extent of such prohibition or unenforceability and any prohibition or unenforceability in any

particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

25. **Attorneys' Fees**

If either party hereto receives a judgment or award in its favor against the other party hereto in any litigation or proceeding concerning this Agreement, the prevailing party shall be entitled to reimbursement from the other party of its reasonable attorneys' fees and other costs and expenses incident to such litigation or proceeding.

26. **Property Rights**

Nothing in this Agreement shall be construed or deemed to construe a grant of an interest in real property or to convey an estate or to vest property rights in Customer, nor shall this Agreement or its performance be interpreted to create a partnership, agency, joint venture, bailment, trust or fiduciary relationship between Jet Aviation and Customer.

27. **Radon Gas**

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

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day first above written.

WHEELS UP PRIVATE JETS LLC

Signature: 

Date: 1/10/2025

Name: Dave Holtz

Title: Coo wheels up

Jet Aviation Associates, Ltd.

Signature:  Steven
Name: Schrammel

Date:

Title:

**SCHEDULE 1
RULES AND REGULATIONS**

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

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