

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: September 15, 2026

☒ Consent ☐ Regular
☐ Workshop ☐ Public Hearing

Submitted By: Department of Airports

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: First Amendment (Amendment) to Amended and Restated Fixed Base Operator Lease Agreement (Lease) (R2024-1202) with Jet Aviation Associates, LLC (Jet), a Florida limited liability company, extending the expiration of the initial term from October 31, 2029 to September 30, 2032, reducing the minimum capital expenditure required for aircraft apron improvements based on cost savings, providing a rental credit of up to \$5,690 for the accommodation of a displaced tenant, and updating certain contractual provisions to ensure compliance with current state and federal law and grant assurance requirements.

Summary: The Lease provides for an initial term expiring on October 31, 2029, with two (2) five (5) year renewal options. To provide Jet with sufficient time to amortize an additional investment in renovations to its terminal building, the Amendment extends the expiration date of the initial term from October 31, 2029 to September 30, 2032, on the same terms and conditions, while retaining (i) the County's right to terminate the Lease for convenience upon no less than one (1) year's prior written notice and (ii) the two (2) five (5) year renewal options. Based on cost savings realized in connection with completion of the required aircraft apron improvements, the Amendment reduces the minimum capital expenditure from not less than \$2,000,000 to \$1,500,000. Due to temporary nightly closures of the North Palm Beach County General Aviation Airport (F45), Jet has agreed to provide hangar storage for up to two (2) aircraft operated by Great Flight, Inc. (Great Flight), an F45 subtenant that provides emergency organ, surgeon, and patient transport services, until the County provides notice to Jet that the nightly closures have ceased or September 30, 2026, whichever occurs first. The Amendment authorizes a rental credit to Jet of up to \$5,690 representing the customary cost of hangar storage. The Amendment also updates various provisions to comply with current state and federal law and grant assurance requirements, including nondiscrimination provisions, federal contract provisions, digital accessibility requirements, and DEI certification and updated human trafficking affidavit.

Countywide (ZQ)

Background and Justification: On September 17, 2024, the Board of County Commissioners (BCC) approved the Lease with Jet Aviation Associates, Ltd. On April 14, 2025, Jet Aviation Associates, Ltd. converted from a Florida limited partnership to a Florida limited liability company and is now known as Jet Aviation Associates, LLC. The extension of the initial term was requested by Jet to provide additional time to amortize its investment in renovations to its terminal building. The reduction in the minimum capital expenditure reflects cost savings achieved during completion of required aircraft apron improvements and is not the result of any failure to complete the improvements. Following two (2) significant wildlife incidents at F45 occurring during nighttime hours, the F45 airfield is being temporarily closed overnight while additional airfield fencing is being installed to reduce the potential for wildlife incidents. Due to temporary nightly closures at F45, Great Flight requested temporary hangar accommodations at President Donald J. Trump International Airport (DJT) for the provision of emergency organ, surgeon, and patient transport services. Jet agreed to accommodate Great Flight's request subject to receipt of a rental credit for the use of the hangar space. Although Great Flight is temporarily operating out of DJT, Great Flight continues to sublease space at F45.

Attachments:

1. First Amendment (3) (w/Exhibits C and D)

Recommended By:

Department Director

8-20-26
Date

Approved By:

Chief Deputy County Administrator

8/25/26
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

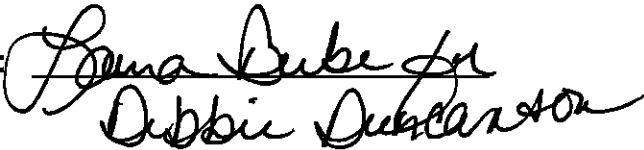
Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures					
Operating Costs		\$5,690			
Operating Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT		\$5,690			
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Proposed Budget? Yes X No
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 4100 Department 120 Unit 2550 Object 3401
Reporting Category

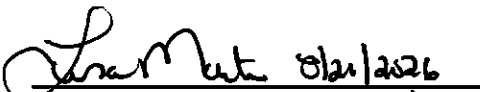
B. Recommended Sources of Funds/Summary of Fiscal Impact:

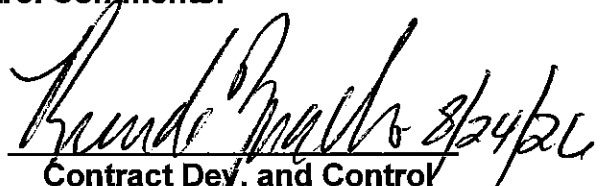
The fiscal impact for the First Amendment is a rental credit to Jet Aviation Associates, LLC, (Jet) in an amount not to exceed \$5,690 for the cost of hangar storage space provided to Great Flight, Inc., during the temporary nightly closures of F45.

C. Departmental Fiscal Review: 
Debbie DeCarston

III. REVIEW COMMENTS

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

 8/24/2026
OFMB PM 8/24

 8/24/2026
Contract Dev. and Control
267 8.24.26

B. Legal Sufficiency:


Assistant County Attorney 8/25/26

C. Other Department Review:

Department Director

REVISED 11/17

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

**FIRST AMENDMENT TO AMENDED AND RESTATED
FIXED BASE OPERATOR LEASE AGREEMENT BETWEEN
PALM BEACH COUNTY AND JET AVIATION ASSOCIATES, LLC**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED FIXED BASE OPERATOR LEASE AGREEMENT (this "Amendment") is made and entered into September 15, 2024 by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and Jet Aviation Associates, LLC, a limited liability company organized under the laws of the State of Florida, having its office and principal place of business at 1515 Perimeter Road, West Palm Beach, FL 33406 ("Tenant").

WITNESSETH:

WHEREAS, County, by and through its Department of Airports, owns and operates the airport currently known as the President Donald J. Trump International Airport ("Airport") located in Palm Beach County, Florida; and

WHEREAS, Tenant conducts aeronautical activities as a Fixed Base Operator at the Airport pursuant to that certain Amended And Restated Fixed Base Operator Lease Agreement dated September 17, 2024 (R2024-1202) (the "Lease"); and

WHEREAS, Tenant converted from a Florida limited partnership to a Florida limited liability company on April 14, 2025; and

WHEREAS, Tenant has requested the expiration date of the initial term of the Lease be extended from October 31, 2029 to September 30, 2032, to provide Tenant with sufficient time to amortize additional investment in renovations to its terminal building; and

WHEREAS, Tenant has requested a reduction in the Minimum Capital Expenditure for the Required Improvements (as such terms are defined in the Lease), which request is predicated solely upon cost savings realized in connection with the performance of the Required Improvements, and is not attributable to, nor the result of, any failure, omission, or inability to complete any portion of the Required Improvements; and

WHEREAS, County is permitted to negotiate a lease of an airport facility pursuant to the provisions of section 125.35(1)(b)(1), Florida Statutes, and Tenant desires to use the real property leased to Tenant under the Lease in conjunction with its aeronautical activities as a Fixed Base Operator; and

WHEREAS, the parties hereto desire to amend the Lease in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and for such other good and valuable consideration, the receipt of which the parties

hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by this reference. Terms not defined herein shall have the meaning ascribed to them in the Lease.

2. Section 3.01, Term, of the Lease is hereby deleted in its entirety and replaced with the following:

3.01 Term. The initial term of this Lease shall commence on November 1, 2024 ("Commencement Date"), and shall expire on September 30, 2032 ("Initial Term").

3. The first sentence of Section 8.01(C), Minimum Capital Expenditure, is hereby deleted in its entirety and replaced with the following:

(C) Minimum Capital Expenditure. Tenant shall expend not less than One Million, Five Hundred Thousand Dollars (\$1,500,000) on the Required Improvements ("Minimum Capital Expenditure").

4. Article 25, Nondiscrimination, of the Lease is hereby deleted in its entirety and replaced with the following:

Article 25 – Nondiscrimination

25.01 County Nondiscrimination Provisions. Palm Beach County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, Tenant warrants and represents that throughout the term of the Lease, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Lease. As a condition of entering into this Lease, Tenant represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, Tenant shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Tenant retaliate against any person for reporting instances of such discrimination. Tenant shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of discrimination. Tenant understands and agrees that a material violation of this clause shall be considered a material breach of this Lease and may result in termination of this Lease, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not

enforceable by or for the benefit of, and creates no obligation to, any third party. Tenant shall include this language in its subcontracts.

25.02 Federal Contract Provisions. Tenant shall comply with all applicable requirements of the Federal Contract Provisions set forth in Exhibit "C", which may be amended or updated from time to time upon written notice by County to Tenant, without formal amendment hereto.

5. Exhibit "C", Federal Nondiscrimination Requirements, to the Lease is hereby deleted in its entirety and replaced with Exhibit "C", Federal Contract Provisions, to this Amendment.

6. Article 26, Miscellaneous, of the Lease is hereby amended to add the following Sections 26.31, Digital Accessibility Compliance and 26.32 Prohibition Against Using Diversity, Equity, and Inclusion Material:

26.31 Digital Accessibility Compliance. Tenant acknowledges that County is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. Tenant represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered to County by Tenant under this Lease that may be electronically displayed, accessed, distributed, or made available to the public by County shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice. All electronic documents submitted to County by Tenant, including, but not limited to, PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery. Tenant shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Lease. Upon request, Tenant shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by County to be noncompliant, Tenant shall promptly remediate the noncompliance at no additional cost to County and within a timeframe specified by County. Tenant shall ensure that any third-party digital content or platforms used in performance of this Lease either comply with the requirements herein or that an accessible alternative acceptable to County is provided. Failure to comply with this Section shall constitute a material breach of this Lease.

26.32 Prohibition Against Using Diversity, Equity, and Inclusion Material. Tenant hereby certifies to the County that Tenant does not and will not use County funds in requiring its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in section 125.595, Florida Statute, as amended.

7. Rental Credit for Accommodation of Displaced Tenant. In order to facilitate the temporary relocation of a tenant impacted by temporary nightly closures of the North Palm Beach County General Aviation Airport (F45), County shall provide Tenant with a rental credit in an

amount not to exceed Five Thousand, Six Hundred Ninety Dollars and No/Cents (\$5,690.00) ("Rental Credit") to compensate Tenant for the usual, customary cost of hangar storage for up to two (2) aircraft utilized by the tenant, Great Flight, Inc. ("Displaced Tenant"), in connection with its emergency organ, surgeon, and patient transport services for a period not to exceed the earlier of: (a) written notice from County to Tenant that F45's nightly closures have ceased; or (2) September 30, 2026 ("Termination Date"). In the event Tenant elects to accommodate the Displaced Tenant prior to the Effective Date of this Amendment by providing hangar storage space, County agrees to reimburse the cost of the hangar storage space retroactively to the date of the Displaced Tenant commenced occupancy of the hangar storage space; provided, however, Tenant acknowledges reimbursement shall be subject to approval of this Amendment by the Palm Beach County Board of County Commissioners. Tenant may require the Displaced Tenant to enter into an agreement or permit for the use of the hangar storage space on a month-to-month basis at no cost to the Displaced Tenant; provided that any amounts incurred by the Displaced Tenant in excess of the Rental Credit amount or after the Termination Date shall be at the sole cost of the Displaced Tenant. With the exception of rental for use of the hangar storage space subject to the limitations provided in this Section 7, the parties acknowledge and agree that the Displaced Tenant shall be responsible for paying all costs and expenses associated with its operations at the Airport, including, but not limited to, fuel, fuel flowage fees, and general aviation landing fees. After the Effective Date of this Amendment, Tenant shall invoice County for the cost of the hangar storage space provided pursuant to this Section 7, which shall be paid in the form of Rental Credit against amounts due to County from Tenant under the Lease.

8. Updated Nongovernmental Entity Human Trafficking Affidavit. Exhibit "D" to the Lease is hereby deleted in its entirety and replaced with the Exhibit "D" to this Amendment.

9. Ratification of Agreement. Except as specifically modified herein, all of the terms and conditions of the Lease shall remain unmodified and in full force and effect and are hereby ratified and confirmed by the parties hereto.

10. Incorporation by References. Exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Amendment and this Lease by such reference.

11. Paragraph Headings. The heading of the various sections of this Amendment are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Amendment or the Lease.

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

{Reminder of Page Intentionally Left Blank}

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

ATTEST:
SHANNON RAMSEY-CHESSMAN
CLERK of the CIRCUIT COURT
& COMPTROLLER AD INTERIM

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

By: _____
Deputy Clerk

By: _____
Sara Baxter, Mayor

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: Yelma Ouyly
Assisted County Attorney 8/25/26

By: Sara Baxter
Director, Department of Airports

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

TENANT:
Jet Aviation Associates, LLC

Signed by: Bernard Carlisle
Signature

Signed by: David Best
Signature

Bernard Carlisle
Print Name

David Best
Print Name

Signed by: Scott Fleming
Signature

Sr. Vice President + General Manager
Title

Scott Fleming
Print Name

(Seal)

**EXHIBIT “C”
FEDERAL CONTRACT PROVISIONS**

A. Title VI Clauses for Compliance with Nondiscrimination Requirements.

During the performance of this Lease, Tenant, for itself, its assignees, and successors in interest, agrees as follows:

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

B. Title VI List of Pertinent Nondiscrimination Acts and Authorities.

During the performance of this Lease, Tenant, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities, as may be amended, including but not limited to:

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

- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 C.F.R. Parts 37 and 38; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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

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

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

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

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

E. General Civil Rights Provision.

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

EXHIBIT "D"

NONGOVERNMENTAL ENTITY HUMAN
TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Jet Aviation Associates, LLC
("Tenant") and attest that Tenant does not use coercion for labor or services as defined in Section
787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true
and correct.

[Signature]
(signature of officer or representative)

David Best.
(printed name of officer or representative)

State of NEW JERSEY

County of bergen

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization
this, 6 day of July, by DAVID BEST

Personally known ☒ OR produced identification ☐.

Type of identification produced DRIVERS License

M. Dorfman
NOTARY PUBLIC
My Commission Expires: 06/20/2029
State of NJ at large

(Notary Seal)



AFFIDAVIT OF LIMITED LIABILITY COMPANY

STATE OF Florida

(State)

COUNTY OF Palm Beach County

(County)

BEFORE ME, the undersigned authority, personally appeared, the undersigned who by me being first duly sworn, depose(s) and say(s) that:

1. The undersigned is the member of Jet Aviation Associates, LLC a limited liability company organized and existing under the laws of the State of Florida ("Company").

2. Articles of Organization of the Company have been filed, and are on-file with, the Florida Department of State and such articles are incorporated herein by reference.

3. The Company is in good standing and is authorized to transact business in the State of Florida as of the date hereof.

4. The company is a member managed limited liability company.

5. The undersigned is the Senior Vice President & General Manager of the Company and has been authorized to act on behalf of the Company and legally bind the Company and execute contracts and other instruments relating to the transaction of business of the Company.

6. The undersigned has the right and authority to enter into that certain First Amendment to the Amended and Restated Fixed Base Operator Lease Agreement between Palm Beach County, a political subdivision of the State of Florida and the Company (the "Agreement"), which is incorporated herein by reference and made a part hereof, and such other instruments as may be necessary and appropriate for the Company to fulfill its obligations under such Agreement, including amendment(s) and termination of such Agreement.

7. Upon execution and delivery of such Agreement and documents by the undersigned, all of the aforesaid shall be valid agreements of and be binding upon the Company.

8. The transactions contemplated herein will not violate any of the terms and conditions of the Company's member agreement, operating agreement certificate of organization or of any other agreement and amendments thereto of whatever kind between the Company and any third person.

9. The undersigned acknowledges that affiant is familiar with the nature of an oath and the penalties provided by the laws of the State of Florida and that this Affidavit is being given to induce Palm Beach County to enter into the Agreement.

FURTHER AFFIANT SAYETH NAUGHT,

Signed by:
David Best
C3703CB4583C4B6
[sign name]

David H. Best, Individually and as
[print name]
Member

Sworn to (or affirmed) and subscribed before me by means of ☒ physical
[select one]
presence -OR- ☐ online notarization, this 10 day of AUGUST,
20 26, by _____
[name of person making statement]
[select one] Manager/Member of _____
[company name]
_____, on behalf of the Company, who [select one] is personally
known to me -OR- produced _____, as
identification and who did take an oath.

M. Dorfman
Notary Signature
MARGARITA DORFMAN
Print Notary Name

MARGARITA DORFMAN
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES JUNE 20, 2029
COMMISSION: #50107150

NOTARY PUBLIC
State of NEW JERSEY at large
My Commission Expires:
6/20/2029

AFFIDAVIT OF LIMITED LIABILITY COMPANY

STATE OF Florida
(State)
COUNTY OF Palm Beach County
(County)

BEFORE ME, the undersigned authority, personally appeared, the undersigned who by me being first duly sworn, depose(s) and say(s) that:

1. The undersigned is the member of Jet Aviation Associates, LLC
(title: e.g. Manager, Member, etc.) (company name)
a limited liability company organized and existing under the laws of the State of Florida (State) ("Company").
2. Articles of Organization of the Company have been filed, and are on-file with, the Florida Department of State and such articles are incorporated herein by reference.
3. The Company is in good standing and is authorized to transact business in the State of Florida as of the date hereof.
4. The company is a member managed limited liability company.
5. The undersigned is the sole managing member of the Company or has been authorized by majority vote of the managing members to act on behalf of the Company and legally bind the Company and execute contracts and other instruments relating to the transaction of business of the Company.
6. The undersigned has the right and authority to enter into that certain Amended and Restated Fixed Base Operator Lease Agreement between Palm Beach County, a political subdivision of the State of Florida and the Company (the "Agreement"), which is incorporated herein by reference and made a part hereof, and such other instruments as may be necessary and appropriate for the Company to fulfill its obligations under such Agreement, including amendment(s) and termination of such Agreement.
7. Upon execution and delivery of such Agreement and documents by the undersigned, all of the aforesaid shall be valid agreements of and be binding upon the Company.
8. The transactions contemplated herein will not violate any of the terms and conditions of the Company's member agreement, operating agreement certificate of organization or of any other agreement and amendments thereto of whatever kind between the Company and any third person.

9. The undersigned acknowledges that affiant is familiar with the nature of an oath and the penalties provided by the laws of the State of Florida and that this Affidavit is being given to induce Palm Beach County to enter into the Agreement.

FURTHER AFFIANT SAYETH NAUGHT,

Signed by:
David Best
C3703FB4583C4BB
[sign name]

David H. Best, Individually and as
[print name]
Member

Sworn to (or affirmed) and subscribed before me by means of [select one] ☒ physical
presence -OR- ☐ online notarization, this 10 day of AUGUST,
20 26, by _____
[name of person making statement]
[select one] Manager/Member of _____
[company name]
_____, on behalf of the Company, who [select one] is personally
known to me -OR- produced _____, as
identification and who did take an oath.

M. Dorfman
Notary Signature
MARGARITA DORFMAN
Print Notary Name

MARGARITA DORFMAN
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES JUNE 20, 2029
COMMISSION: #50107150

NOTARY PUBLIC
State of NEW JERSEY at large
My Commission Expires:
6/20/2029