Agenda Item: **3F3**

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 15, 2026	**[X] Consent [ ] Regular**
	[ ] Workshop [ ] Public Hearing
Submitted By: Department of Airports	

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to adopt: a Resolution adopting a new standard form Signatory Airline Agreement (Agreement) for President Donald J. Trump International Airport (DJT); authorizing the County Administrator or designee to execute the standard form Agreement on behalf of the Board of County Commissioners (BCC), including non-material modifications, updates to insurance provisions, revisions necessitated by changes in law or grant assurance obligations, facilities use permits and certain amendments to the standard form Agreement; repealing Resolution R2019-1155; providing for severability; and providing for an effective date.

Summary: The Resolution approves a new standard-form Agreement, which updates the terms and conditions of the prior agreement as negotiated with the current signatory airlines operating at DJT. The new Agreement provides for an initial term of up to five (5) years with one (1) two (2) year renewal option, revises the definition of "signatory airline" to require a minimum annual financial commitment of $1.5 million for passenger airlines, reduces airline revenue sharing from 35% to 25%, and sets a minimum per-turn usage requirement for preferential gates. It further updates various provisions related to the rate methodology, including modifications applicable to the calculation of rates and charges for use of Concourse A and the baggage handling system. The Agreement also streamlines administration and enhances operational flexibility by allowing airlines to request use of certain facilities, such as ticket counters and gates, on a short-term or seasonal basis through a facility-use permit process, rather than requiring formal amendments. The Agreement includes non-standard indemnification and limitation of liability provisions that differs from that adopted for use by the County under PPM #CW-F-049. The Risk Management Department and County Attorney's Office have reviewed the non-standard provisions and advised staff accordingly. An airline will not be responsible for damages that are determined by a court of competent jurisdiction to be attributable to the negligence or willful misconduct of the County or a direct result of a breach of the Agreement by the County. Additionally, neither the airline nor the County will be liable for indirect, consequential, special or exemplary damages, whether in contract or tort, including strict liability, negligence, and nuisance. Given the extensive negotiations undertaken to finalize the Agreement, staff is recommending approval of this item. The Resolution authorizes the County Administrator, or designee, which in this case is the Director of the Department of Airports (Department), to execute on behalf of the BCC the approved standard-form Agreement, standard form Agreements with non-material modifications, updates to insurance provisions, and revisions necessitated by changes in law or grant assurance obligations; facilities use permits in accordance with the standard form Agreement; and amendments increasing, decreasing and relocating airline space, including related fees. The delegation will reduce administrative delays associated with obtaining separate BCC approval for individual Agreements and each qualifying amendment. **Countywide (SB)**

Background and Justification: On August 20, 2019, the BCC approved the current standard-form Signatory Airline Agreement pursuant to Resolution R2019-1155. The current agreements executed under that authority are scheduled to expire on September 30, 2026. Over the past year, the Department has conducted extensive negotiations with the existing signatory airlines operating at DJT concerning the terms and conditions of a new standard-form Agreement. The Department recommends approval of the new standard form Agreement to ensure the continued uninterrupted operation of airline services at DJT and to facilitate the timely execution of successor agreements prior to the expiration of the current agreements.

Attachments:
1. Resolution

Recommended By: ______________________ 8/25/26
Department Director Date

Approved By: ______________________ 8/28/26
Chief Deputy County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures					
Operating Costs					
Operating Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	$-0-	$-0-	$-0-	$-0-	$-0-
# 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:

There is no fiscal impact with approval of the standard form Agreement. The fiscal impact of approved Agreements will be included in the agenda item for such completed agreements.

C. Departmental Fiscal Review: ____________

III. REVIEW COMMENTS

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

8/21/2026
OFMB
KK 8/21
8/21

8/24/26
Contract Dev. and Control
8.24.26

B. Legal Sufficiency:

8/26/26
Assistant County Attorney

C. Other Department Review:

____
Department Director

RESOLUTION NO. 2026-_______

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, ADOPTING A NEW STANDARD FORM SIGNATORY AIRLINE AGREEMENT FOR PRESIDENT DONALD J. TRUMP INTERNATIONAL AIRPORT (DJT); AUTHORIZING THE COUNTY ADMINISTRATOR OR DESIGNEE TO EXECUTE THE STANDARD FORM AGREEMENT ON BEHALF OF THE BOARD OF COUNTY COMMISSIONERS, INCLUDING NON-MATERIAL MODIFICATIONS, UPDATES TO INSURANCE PROVISIONS, REVISIONS NECESSITATED BY CHANGES IN LAW OR GRANT ASSURANCE OBLIGATIONS, FACILITY USE PERMITS AND CERTAIN AMENDMENTS TO THE STANDARD FORM AGREEMENT; REPEALING RESOLUTION 2019-1155; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Palm Beach County ("County"), by and through its Department of Airports ("Department"), owns and operates the commercial service airport located at 1000 James L. Turnage Blvd., West Palm Beach, FL 33406, currently known as the President Donald J. Trump International Airport (DJT); and

WHEREAS, the Board of County Commissioners ("Board") approved a standard form Signatory Airline Agreement to be executed by the County Administrator or designee on behalf of the Board pursuant to Resolution 2019-1155; and

WHEREAS, the Signatory Airline Agreements entered into pursuant to the aforementioned resolution are scheduled to expire on September 30, 2026; and

WHEREAS, the Board desires to authorize the County Administrator or designee to execute the new standard form Signatory Airline Agreement (as hereinafter provided) on behalf of the Board; and

WHEREAS, the delegation to the County Administrator or designee to execute standard form agreements eliminates delays caused by requiring the agreements to be brought before the Board, which is consistent with the Board's goal to streamline the agenda process.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

1. The foregoing recitals are true and correct and are incorporated herein. Terms not defined in this Resolution shall have the meanings ascribed to them in the Agreement (as hereinafter defined).

2. The Board hereby adopts a new standard form Signatory Airline Agreement for DJT in the form attached hereto and incorporated herein as Attachment "A" ("Agreement"). The County Administrator or designee is hereby authorized to execute, on behalf of the Board: (i) the standard form Agreement, including Agreements that incorporate non-material modifications, updates to insurance provisions requested by the County's Risk Management Department, and revisions necessitated by changes in applicable law or by federal or state grant assurance obligations; (ii) Facilities Use Permits in accordance with the standard form Agreement; and (iii) amendments to Agreements for the purpose of increasing, decreasing or relocating space within a Signatory Airline's Airline Premises, including increasing or decreasing fees associated with the amended

space. For purposes of this Resolution, "non-material changes" shall mean changes that do not alter the substantive obligations, rights, or financial commitments of the County.

3. It is the intention of the Board that this delegation of signature authority is limited to the parameters set forth herein. The County Administrator's designee for purposes of this Resolution shall include the Director of the Department of Airports.

4. Resolution 2019-1155 is hereby repealed in its entirety; provided, however, the repeal of the aforementioned resolution shall not have any effect on the validity of any agreement entered into pursuant to such resolution prior to the effective date of this Resolution.

5. If any section, sentence, clause, phrase, or word of this Resolution is held invalid or unconstitutional by a court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

6. This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by Commissioner _______________, who moved its adoption. The motion was seconded by Commissioner _______________, and upon being put to a vote, the vote was as follows:

COMMISSIONER SARA BAXTER, MAYOR -
COMMISSIONER MARCI WOODWARD, VICE MAYOR -
COMMISSIONER MARIA G. MARINO -
COMMISSIONER GREGG K. WEISS -
COMMISSIONER JOEL G. FLORES -
COMMISSIONER MARIA SACHS -
COMMISSIONER BOBBY POWELL JR. -

Then the Mayor thereupon declared this Resolution duly passed and adopted this ____ day of __________, 20__.

PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

SHANNON RAMSEY-CHESSMAN
CLERK of the CIRCUIT COURT & COMPTROLLER

By: ______________________
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: ______________________
County Attorney

ATTACHMENT “A”

SIGNATORY AIRLINE AGREEMENT

SIGNATORY AIRLINE AGREEMENT
PALM BEACH COUNTY DEPARTMENT OF AIRPORTS

____
Airline

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SIGNATORY AIRLINE AGREEMENT
PALM BEACH COUNTY DEPARTMENT OF AIRPORTS

THIS SIGNATORY AIRLINE AGREEMENT is made and entered into _______________, 20___, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and ____________________, a _____________ corporation, having its office and principal place of business at __________________________________ ("Airline") (each, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, County owns and operates, by and through its Department of Airports, the commercial service airport located at 1000 James L. Turnage Blvd., West Palm Beach, FL 33406, currently known as the President Donald J. Trump International Airport; and

WHEREAS, Airline is a Scheduled Air Carrier (as hereinafter defined); and

WHEREAS, Airline desires to obtain certain rights, services and privileges as a Signatory Airline (as hereinafter defined) in connection with the use of the Airport and its facilities, and County is willing to grant the same to Airline upon the terms and conditions hereinafter set forth.

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 acknowledge, the Parties hereto covenant and agree to the following terms and conditions:

ARTICLE 1 – RECITALS/DEFINITIONS

The foregoing recitals are true and correct and are hereby incorporated herein by reference. The following words, terms, and phrases wherever used in this Agreement shall have the meanings set forth in this Article and the meanings shall apply to both singular and plural forms of such words, terms and phrases. Additional words, terms and phrases used in this Agreement, but not defined in this Article, elsewhere in this Agreement or the Rate and Fee Schedule (as hereinafter defined), shall have the meanings set forth in the Bond Resolution:

1.01 Accelerated Amount has the meaning set forth in Section 13.03(A).

1.02 Activity Report means the reporting form required to be submitted by Airline to County each month attached hereto as Exhibit "A", as may be amended from time to time by Department upon thirty (30) days' prior written notice to Airline. The modified Activity Report shall automatically become a part of this Agreement, without formal amendment hereto.

1.03 Affiliate means an Air Carrier designated by Airline as an Affiliate in accordance with the requirements of Section 4.09 and: (a) is a parent or subsidiary of Airline or of Airline's holding company; (b) shares an International Air Transport Association (IATA) code or livery with Airline at the Airport; or (c) otherwise operates under the same or a materially similar trade name and livery as Airline at the Airport; provided that no "major" Air Carrier shall be classified as an Affiliate of another "major" Air Carrier unless either clause (a) or (c) above defines the relationship between such Air Carriers at the Airport. The term "major" means an Air Carrier that meets the U.S. Department of Transportation/Bureau of Transportation Statistics definition of a major (Group III) carrier. As of the Effective Date, Airline has designated the Air Carriers listed in the attached Exhibit "I" as Affiliates for purposes of this Agreement.

1.04 Agreement means this Signatory Airline Agreement between County and Airline, as amended and supplemented, and all addenda, schedules and exhibits hereto and any Facilities Use Permit(s) issued hereunder, which are incorporated herein by this reference. Words such as "herein," "hereafter," "hereof," "hereto," "hereby" and "hereunder," when used with reference to this Agreement, refer to this Agreement as a whole, unless the context otherwise requires.

1.05 Air Carrier means any carrier authorized under applicable law to engage in the commercial carriage by air of passengers, property, parcels, cargo, and/or mail.

1.06 Aircraft Parking Apron means those areas of the Airport designated by County for the parking of aircraft and the loading and unloading of passengers, property, parcels, cargo and/or mail.

1.07 Airfield means those portions of the Airport provided for the landing, taking off, and taxiing of aircraft, including runways, taxiways, approach and runway protection zones, safety areas, infield areas, landing and navigational aids, Aircraft Parking Apron and land areas required by or related to aeronautical use of the Airport.

1.08 Airfield Cost Center has the meaning set forth in the Rate and Fee Schedule.

1.09 Airline means the Air Carrier identified in the preamble of this Agreement.

1.10 Airline Party means the Airline and its officers, agents, employees, contractors, invitees (excluding passengers), licensees, subtenants, suppliers of service and materials, Affiliates and any other Persons acting on behalf of, or at the request of, the Airline. The terms Airline Party and Airline Parties shall be construed interchangeably so that Airline Party refers to an individual Airline Party and Airline Parties refers to two or more Airline Parties collectively.

1.11 Airline Premises means those areas licensed for use by Airline herein, which are comprised of Preferential Use Premises and Joint Use Premises.

1.12 Airport means the commercial service airport owned by County located at 1000 James L. Turnage Blvd., West Palm Beach, FL 33406.

1.13 Airport Equipment means County-owned equipment made available to Airline for use at the Airport, including, without limitation, Baggage Handling Systems, fixed and mobile passenger loading bridges/ramps, mechanical boarding assistance devices, pre-conditioned air units, ground power units, and similar equipment.

1.14 Airport Layout Plan means the approved scaled drawing of the existing and proposed land and facilities necessary for the operation and development of the Airport submitted to the Federal Aviation Administration by County pursuant to the airport sponsor grant assurance requirements.

1.15 Airport Rules and Regulations means the Palm Beach County Airport Rules and Regulations adopted by Resolution No. 98-220 as codified in Appendix B of the Palm Beach County Code, as now or hereafter amended, and any successor resolution adopted by the Palm Beach County Board of County Commissioners regulating activities or operations on the Airport; provided, however, to the extent a future amendment or provisions of a successor resolution would apply to Airline as an Air Carrier operating at the Airport, such future amendment or provisions shall be reasonable, applied in a non-discriminatory manner, and shall not materially increase Airline's obligations, decrease Airline's rights, or otherwise conflict with the terms of this Agreement.

1.16 Airport System means all real property or any interest therein, including improvements thereto, structures, buildings, fixtures, and other personal property, which are located on the Airport, Palm Beach County Park Airport, Palm Beach County Glades Airport, North Palm Beach County General Aviation Airport, and any other airport hereafter owned, leased or operated by County.

1.17 Air Transportation Service(s) means those service(s) and operation(s) related to or provided by Airline at the Airport for the commercial transportation of passengers, property, parcels, cargo and mail by air, including services and operations necessary and incidental thereto.

1.18 Assignment shall have the meaning set forth in Section 14.01.

1.19 Baggage Handling System ("BHS") means the systems and equipment at the Airport, exclusive of the TSA inspection equipment, used for the transportation of outbound checked baggage to baggage makeup carousels for pick up by an Air Carrier and/or inbound checked baggage to baggage claim units for pick up by passengers.

1.20 Baggage Handling System Cost Center or BHS Cost Center has the meaning set forth in the Rate and Fee Schedule.

1.21 Bond Resolution means County Resolution No. 84-427 authorizing the issuance of the Palm Beach County Airport System Revenue Bonds, adopted by the Board of County Commissioners of Palm Beach County on April 3, 1984, as amended in full on November 1, 1984 by County Resolution No. 84-1659, as now or hereafter amended and supplemented, and including any successor bond resolution. The Bond Resolution is hereby incorporated herein by this reference and made a part hereof.

1.22 Bonds means any bonds or other financing instrument authenticated and delivered under and pursuant to the Bond Resolution.

1.23 Business Day means any day other than a Saturday, Sunday or County holiday. Use of the word "day", as opposed to Business Day, means calendar day of twenty-four (24) hours measured from midnight to the next midnight.

1.24 Capital Expenditure means an expenditure made to acquire, purchase or construct a single capital item or project for the purpose(s) of improving, maintaining or developing the Airport System.

1.25 Capital Improvement Project means a Capital Expenditure that is, or is estimated to be, funded with more than Three Million Dollars ($3,000,000) in Revenues and will result in costs being allocated to the Airfield, Baggage Handling System or Terminal Cost Centers during the Term of this Agreement.

1.26 Cargo Air Carrier means any Air Carrier engaged solely in the commercial transportation of freight, mail, or express packages, whether scheduled or unscheduled, that operates to and from the Airport and holds any and all necessary authority to provide such Air Transportation Services from all appropriate federal and state agencies.

1.27 Commencement Date has the meaning set forth in Section 2.02.

1.28 Commercially Reasonable Efforts means the efforts a business entity (in the case of Airline) or governmental entity (in the case of County) acting reasonably would use under similar circumstances when acting in a determined manner to achieve an intended result.

1.29 Confidential Information has the meaning set forth in Section 6.06(B).

1.30 Contract Security has the meaning set forth in Section 6.07(A).

1.31 County has the meaning set forth in the preamble of this Agreement.

1.32 County Party means County and its elected officers, employees, representatives, and agents. The terms County Party and County Parties shall be construed interchangeably so that County Party refers to an individual County Party and County Parties refers to two or more County Parties collectively.

1.33 Damages has the meaning set forth in Article 11.

1.34 Deferral Notice has the meaning set forth in Section 8.02(C).

1.35 Department means the Palm Beach County Department of Airports, which is the department designated with the responsibility for the operation, maintenance and management of County's Airport System on behalf of County.

1.36 Department Director means the Director, Senior Deputy Director or Acting Director of the Palm Beach County Department of Airports.

1.37 Department of Homeland Security means the United States Department of Homeland Security and any divisions thereof, including, but not limited to, the TSA.

1.38 Department of Transportation means the United States Department of Transportation and any divisions thereof, including, but not limited to, the FAA.

1.39 Deplaned Passengers or Deplanement means any passenger disembarking an aircraft at the Airport operated by an Air Carrier through the Terminal via passenger boarding bridge, air stairs, ramp access, or any other authorized means, including, but not limited to, any passenger that subsequently boards another aircraft of the same or a different Air Carrier or the same aircraft, which was previously operated under a different flight number.

1.40 Effective Date means that date specified in Section 2.01.

1.41 Election Notice has the meaning set forth in Section 10.03(A).

1.42 Emergency Landing means any flight that, after taking off from the Airport and without making a landing at any other airport, returns to land at the Airport because of meteorological conditions or operating causes, or for any other similar emergency or precautionary reason.

1.43 Enplaned Passengers or Enplanement means any passenger boarding an aircraft at the Airport operated by an Air Carrier through the Terminal via passenger boarding bridge, air stairs, or any other authorized means, including, but not limited to, any passenger that previously disembarked from another aircraft of the same or different Air Carrier or from the same aircraft, which was previously operated under a different flight number.

1.44 Environmental Laws means all applicable federal, state and local laws, rules, orders, regulations and remediation standards governing the protection of human health, the environment and/or natural resources, as such laws, rules, orders and regulations are now or hereafter amended, including, but not limited to, the Federal Clean Water Act, Safe Drinking Water Act, Clean Air Act, Resource

Conservation and Recovery Act and Comprehensive Environmental Response, Compensation and Liability Act of 1980.

1.45 Environmental Operating Fees means the environmental operating fees applicable to operators of fixed-wing aircraft set forth in Article XI, Division 3 of the Airport Rules and Regulations.

1.46 Estimated Rates has the meaning set forth in Section 7.03(A).

1.47 Event of Default has the meaning set forth in Section 13.02.

1.48 FAA means the Federal Aviation Administration and its authorized successor(s).

1.49 Facilities Use Permit has the meaning set forth in Section 3.09(A).

1.50 Federal Inspection Services ("FIS") Facility means the systems, equipment and areas of the Terminal designated by County for the inspection and processing of international passengers and their baggage by U.S. Customs and Border Protection.

1.51 Final Airline Amount has the meaning set forth in Section 7.03(B).

1.52 Final Settlement Statement has the meaning set forth in Section 7.03(B).

1.53 Fiscal Year means County's annual accounting period for its general accounting purposes, which as of the Effective Date of this Agreement, is the period of twelve (12) consecutive months commencing on October 1st and ending on September 30th of each year.

1.54 Florida Public Records Law means Chapter 119, Florida Statutes, and all other applicable Florida laws governing the inspection, retention, production, and disclosure of public records, as now or hereafter amended.

1.55 Gate Utilization Standard means a minimum average gate utilization of three and one-half (3.5) Turns per day. Satisfaction of the Gate Utilization Standard shall be calculated on a rolling twelve (12) month basis, using a trailing 365-day period (or 366 days where the period includes February 29). For purposes of this definition, the term "Turn" means an arrival that physically occupies a gate and the corresponding departure of that same aircraft. The average Turns per day shall equal the total Turns recorded across all gates utilized by Airline during the trailing period divided by both (a) the total number of Preferential Use gates assigned to Airline during that period and (b) the total number of days in the trailing period. Codeshare flights shall be counted only once (based on the operating aircraft's physical gate use). The movement of an empty aircraft to or from a gate shall not constitute a Turn, unless the movement is immediately (a) followed by the enplaning of passengers or (b) preceded by the deplaning of passengers. The duration of a Turn shall be no more than two (2) hours. Canceled flights, diversions, or other irregular operations shall be counted as a Turn only if the aircraft physically occupied the gate. Gate utilization shall be measured by County using Department's operational records or other reliable third-party data sources. County shall provide the Airline with reasonable access to the data and methodology used to calculate Airline's gate utilization upon request. County's calculation of gate utilization shall be conclusive and binding unless a demonstrable mathematical or data-entry error is shown, in which case the Parties shall promptly meet and confer to correct any confirmed error. A gate used solely for aircraft parking shall not count as a Turn for purposes of determining gate utilization.

1.56 General Aeronautical Services means commercial aeronautical services performed in support of aviation operations, including aircraft ramp services; aircraft and equipment maintenance;

aircraft interior cleaning and waste disposal; porter/skycap assistance; baggage delivery; aircraft fueling; airline ticketing and boarding; and other aviation-related functions that support the safe, efficient operation of aircraft, as authorized by the Airport and in compliance with applicable law.

1.57 General Aeronautical Service Provider means any Person, excluding Air Carriers, that performs General Aeronautical Services at the Airport.

1.58 Grant Obligations has the meaning set forth in Section 17.01(B).

1.59 Hazardous Substance means any substance defined as a "hazardous waste", "hazardous material", "hazardous substance", "pollutant", or "contaminant" under any Environmental Law; any substance that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is regulated by any governmental authority, agency, department, commission, board, agency, or instrumentality of the United States or the State of Florida; any substance that contains gasoline, diesel fuel, or other petroleum hydrocarbons or volatile organic compounds; any substance that contains polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation; or any substance, excluding those naturally occurring at the Airport, that contains or emits radioactive particles, waves, or materials, including, but not limited to, radon gas.

1.60 Incumbency Period has the meaning set forth in Section 6.07(B).

1.61 Joint Use Premises means those Terminal areas and equipment assigned for use by more than one (1) Air Carrier and is comprised of the baggage claim area, baggage screening and makeup areas, and tug drive.

1.62 Landed Weight means the maximum gross certificated landing weight, as certified by the FAA, in one-thousand-pound units, for each aircraft operated by Airline at the Airport.

1.63 Landing Area means those portions of the Airport provided for the landing, takeoff and taxiing of aircraft, including, but not limited to, approach and turning zones, avigation or other easements, runways, taxiways, runway and taxiway lights, and other appurtenances in connection therewith.

1.64 Landing Fee has the meaning set forth in the Rate and Fee Schedule.

1.65 License Area has the meaning set forth in Section 3.09(A).

1.66 Lift Device means a mechanical boarding-assistance device such as a mobile lift or ramp that enables level or ramped enplaning and deplaning without requiring airport or carrier personnel to lift or carry passengers up aircraft stairs, which is provided, operated, maintained, scheduled, and documented in a manner that satisfies 49 C.F.R. Part 27 and 14 C.F.R. Part 382.

1.67 Maintenance Schedule means the maintenance schedule attached hereto as Exhibit "D".

1.68 Major Maintenance means repair activities other than routine servicing activities normally requiring more than two (2) hours to complete.

1.69 Majority In Interest of Airlines ("MII") means: (a) for the Terminal Cost Center and Baggage Handling System Cost Center at least fifty percent (50%) in number of the Scheduled Air Carrier Signatory Airlines and together had at least sixty-six percent (66%) of the Total Passengers, including those carried by the Scheduled Air Carrier Signatory Airlines' Affiliates, during the immediately preceding Fiscal Year; and (b) for the Airfield Cost Center at least fifty percent (50%) in number of the Scheduled Air Carrier

Signatory Airlines and Cargo Carrier Signatory Airlines who together had at least sixty-six percent (66%) of the total Landed Weight, including the Landed Weight of the Scheduled Air Carrier Signatory Airlines' Affiliates, during the immediately preceding Fiscal Year.

1.70 Minimum Annual Commitment means One Million Five Hundred Thousand Dollars ($1,500,000) for each Scheduled Air Carrier Signatory Airline and Five Hundred Thousand Dollars ($500,000) for each Cargo Air Carrier Signatory Airline, which shall represent the Signatory Airline's minimum annual financial commitment to County for each Fiscal Year during the Term of this Agreement. Accordingly, as a Scheduled Air Carrier Signatory Airline, Airline's Minimum Annual Commitment shall be One Million Five Hundred Thousand Dollars ($1,500,000). If the Commencement Date occurs on a day other than the first day of the Fiscal Year (October 1st), the Minimum Annual Commitment for that initial Fiscal Year shall be prorated based on the number of days remaining in the Fiscal Year, commencing on the Commencement Date and ending on the last day of the Fiscal Year. Satisfaction of the Minimum Annual Commitment shall be determined prior to the application of Revenue Sharing and any applicable Rental Credits and shall include all applicable fees, rentals, and charges paid by Airline hereunder, including, but not limited to, Landing Fees, Baggage Handling System Fees, Terminal Rentals, cargo building rentals paid by Cargo Air Carrier Signatory Airlines, Aircraft Parking Fees, and Airport Equipment charges. Notwithstanding the foregoing, any interest or other amounts paid by Airline for failure to comply with the requirements of this Agreement shall not be included in the calculation of the Minimum Annual Commitment. In the event Airline fails to satisfy the Minimum Annual Commitment for any Fiscal Year, Airline shall remit a Shortfall Payment to County in accordance with Section 7.03. Failure to timely remit any required Shortfall Payment to County shall be a material default of this Agreement. If Airline permanently ceases flight operations at the Airport, Airline shall be responsible for payment of the Minimum Annual Commitment through the remainder of the Term of this Agreement. The unpaid portion of such remaining Minimum Annual Commitment shall be due and payable to County within thirty (30) days after the date Airline permanently ceases operations at the Airport. The obligations set forth in this paragraph shall survive termination or expiration of this Agreement. For avoidance of doubt, Airline shall not be deemed to have permanently ceased flight operations at the Airport if such cessation results from damage, destruction, or the unavailability of the Airline Premises or Airport pursuant to Article 10, or from the County's uncured default under Section 13.04, or from events outside Airline's reasonable control, including, but not limited to, acts of God, government action, airspace restrictions, or labor disputes not caused by Airline.

1.71 Net Remaining Revenues has the meaning set forth in the Rate and Fee Schedule.

1.72 Nonairline Revenues means Revenues that are not derived from Air Carriers.

1.73 Nonrevenue Landing means any aircraft landing by Airline at the Airport for a flight for which Airline receives no revenue, and shall include Emergency Landings.

1.74 Operating Procedures means reasonable and nondiscriminatory directives, standards, and procedures established by the Department for the routine conduct of operations at the Airport, as may be amended from time to time by the Department. Operating Procedures shall be consistent with the terms of this Agreement and shall not materially alter the rights or obligations of Airline hereunder, nor conflict with any provision herein.

1.75 Passenger Facility Charge ("PFC") has the meaning ascribed to it in 49 U.S.C. § 40117, as now or hereafter amended, and any successor law authorizing similar fees.

1.76 PBSO means the Palm Beach County Sheriff's Office.

1.77 Person includes a partnership, joint venture, association, corporation, limited liability company, trust, governmental agency or other entity, or, where the context so permits or requires, a natural person.

1.78 Preferential Use means the unrestricted, higher and continuous (but not exclusive) priority of use over all others.

1.79 Preferential Use Premises means those portions of the Terminal and Aircraft Parking Apron licensed to Airline for Airline's Preferential Use, as more particularly identified in the attached Exhibits "B" and "C"; provided, however, international gates shall not be assigned for Preferential Use.

1.80 Preliminary Settlement Statement has the meaning set forth in Section 7.03(A).

1.81 **{Insert if applicable:** Prior Agreement means that certain Signatory Airline Agreement by and between County and Airline dated ______________ 20___, (R20__ - ___), entered into pursuant to Resolution No. 2019-1155.}

1.82 Proposed Statement of Rates has the meaning set forth in Section 7.02(A).

1.83 Public Airport Facilities means the runways, taxiways, public roadways, sidewalks and other facilities and improvements, as may now be in existence or hereinafter constructed, for the use of Persons lawfully using the Airport. The term "Public Airport Facilities" shall not be construed as including any areas of the Airport that are leased by or under the contractual control of others.

1.84 Rate and Fee Schedule means the methodology for determining rates, fees and charges hereunder set forth in Exhibit "E", attached hereto and incorporated herein, which methodology shall apply through the Term of this Agreement. Notwithstanding any provision of this Agreement to the contrary, Airline acknowledges and agrees that the Rate and Fee Schedule shall be subject to modification by the County upon the expiration of this Agreement, and the then current Rate and Fee Schedule approved by County's Board of County Commissioners shall apply to any holdover tenancy.

1.85 Rental Credits mean any authorized credits applied against amounts otherwise payable by Airline to County under this Agreement, including credits resulting from adjustments, reconciliations, abatements, or other County-approved financial allowances, all as determined in accordance with the terms of this Agreement. Rental Credits shall be issued by County in the form of a credit memo and may not be applied by Airline against any amounts due until such Rental Credit has been reviewed, approved, and formally issued by County.

1.86 Revenue Landing means any flight that lands at the Airport for which Airline receives revenue; provided, however, an Emergency Landing shall not be considered a Revenue Landing.

1.87 Revenues means income and revenue derived by County in connection with the operation of the Airport System, as the term "Revenues" is further defined, limited and determined in accordance with the Bond Resolution and this Agreement. The term "Revenues" shall not include PFCs; grants and governmental appropriations or assistance; bond, loan or other debt proceeds; insurance recoveries; proceeds from the sale of land; customer facility fees, transportation facility fees or similar rental-car facility charges; or any funds legally restricted or pledged to a specific purpose. For the avoidance of doubt, this exclusion expressly includes any interest, earnings, or investment income earned on or otherwise attributable to any of the foregoing.

1.88 Revenue Sharing Amount means Airline's Total Revenue Sharing Amount as determined in accordance with Section III of the Rate and Fee Schedule.

1.89 Scheduled Air Carrier means an Air Carrier engaged in the commercial transportation of passengers that performs or desires to perform, pursuant to published schedules, Air Transportation Services over specified routes to and from Airport, and holds any and all necessary authority to provide such Air Transportation Services from all appropriate federal and state agencies. Such carrier may also transport cargo, mail, or express packages in connection with its passenger services as permitted by applicable law.

1.90 Section refers to the individual sections of this Agreement contained in each Article.

1.91 Settlement means the process of determining the Settlement Amount, if any, due County or Airline set forth in Section 7.03 and the Rate and Fee Schedule.

1.92 Settlement Amount means the amount due County or Airline based upon the difference between: (a) the amount paid by Airline in a Fiscal Year based upon the Estimated Rates contained in the Statement of Rates; and (b) the amount Airline or County owes based upon a recalculation of the rates by County using audited financial data for such Fiscal Year in accordance with the Rate and Fee Schedule as set forth in Section 7.03.

1.93 Shortfall Payment means a payment owed by Airline to County, if any, for failure to satisfy the Minimum Annual Commitment in any Fiscal Year during the Term of this Agreement, which shall be an amount equal to the difference between the Minimum Annual Commitment and the Final Airline Amount.

1.94 Signatory Airline means a Scheduled Air Carrier or Cargo Air Carrier that has entered into a Signatory Airline Agreement or Signatory Cargo Carrier Operating and Lease Agreement with County, committing to pay County no less than the then current Minimum Annual Commitment applicable to Signatory Airlines.

1.95 Signatory Airline Agreement means the standard form Signatory Airline Agreement approved by the Palm Beach County Board of County Commissioners pursuant to Resolution No. 2026-TBD, as may be amended.

1.96 Signatory Cargo Carrier Agreement means the standard form Signatory Cargo Carrier Operating and Lease Agreement approved by the Palm Beach County Board of County Commissioners pursuant to Resolution No. 2026-TBD, as may be amended.

1.97 Special Purpose Facility means a Capital Improvement Project, equipment, property or facility to be acquired, constructed or leased to be fully paid or reimbursed from funds other than Revenues.

1.98 Statement of Rates has the meaning set forth in Section 7.01(B).

1.99 Term means the initial term as set forth in Section 2.02 and shall include any renewal term as provided in Section 2.03.

1.100 Terminal means the commercial airline terminal facilities at the Airport.

1.101 Terminal Cost Center has the meaning set forth in the Rate and Fee Schedule.

1.102 Total Passengers means the sum of Enplaned Passengers plus Deplaned Passengers.

1.103 TSA means the Transportation Security Administration of the Department of Homeland Security and its authorized successors.

ARTICLE 2 - TERM

2.01 Effective Date. This Agreement shall become effective upon execution by both Airline and County ("Effective Date").

2.02 Term. The term of this Agreement shall commence on ______________________, 2026 ("Commencement Date"), and shall terminate on September 30, 2031, unless sooner terminated pursuant to the terms of this Agreement or renewed in accordance with Section 2.03.

2.03 Renewal Term. Provided Airline is not in default of any of the terms and conditions of this Agreement beyond the expiration of applicable notice and cure period, this Agreement shall be automatically extended for one (1) additional renewal term of two (2) years through September 30, 2033, unless:

A. Seventy-five percent (75%) or more of Signatory Airlines operating at the Airport provide written notice to County on or before October 1, 2030, of their intent not to renew their individual Signatory Airline Agreements and Signatory Cargo Carrier Agreements with County and, upon the occurrence of such event, County shall provide written notice thereof to Airline; or

B. County provides written notice to Airline no later than October 1, 2030, of County's intent not to renew this Agreement.

The Parties acknowledge and agree that, if Airline provides notice on or before October 1, 2030, of its intent not to renew this Agreement, the term shall not be extended with respect to Airline, irrespective of whether the Signatory Airline Agreements and Signatory Cargo Carrier Agreements are extended with other Signatory Airlines. The Parties acknowledge and agree that, unless the provisions of Section 2.03(A) occur or written notice is provided by the County in accordance with Section 2.03(B), this Agreement shall be deemed extended. Except as otherwise provided for in Section 2.04, the renewal term shall be upon the same terms and conditions set forth herein.

2.04 Preferential Use Premises. If this Agreement is renewed in accordance with Section 2.03, (a) Airline shall be entitled to return a portion of the Preferential Use Premises; and (b) Airline may request to be relocated to alternative Preferential Use Premises, in whole or in part. Airline shall notify County of its desire to return and/or relocate to alternative Preferential Use Premises on or before October 1, 2030. In the event Airline timely notifies County of its desire to return and/or relocate all or a portion of the Preferential Use Premises, the Parties shall enter into an amendment providing for the return and/or relocation of the Preferential Use Premises, which shall become effective on October 1, 2031; provided, however, Airline acknowledges and agrees that County shall have the right to deny any requested relocation in its sole and absolute discretion.

ARTICLE 3 - PREMISES

3.01 Airline Premises. County hereby grants Airline a nonexclusive license to use the Joint Use Premises and Preferential Use Premises for the conduct of its Air Transportation Services at the Airport; provided, however, Airline shall have the right of Preferential Use of the Preferential Use Premises.

3.02 Equipment. County shall provide the following equipment and furnishings in the Terminal for Airline's nonexclusive use in the provision of its Air Transportation Services hereunder; provided, however, Airline acknowledges that equipment and furnishings owned or acquired by County for use by Airline shall remain the property and under the control of County:

A. Fixed passenger loading bridge(s) and associated aircraft support systems, including 400 Hertz and cabin air systems, for Air Carriers utilizing Concourses B and C.

B. Mobile passenger loading equipment/devices for Air Carriers engaging in ground boarding operations, including for use by Air Carriers operating on Concourse A.

C. Conveyor systems and devices for baggage makeup and baggage claim activities.

D. Centralized public Flight Information Display System ("FIDS") and Baggage Information Display System ("BIDS").

E. Holdroom finishes and furnishings, including gate counter shell, gate backwall, flooring, and chairs, but excluding any other equipment or furnishings required by Airline for its operations hereunder such as counter inserts.

F. Common use passenger processing equipment at per-use ticket and gate counter positions.

Notwithstanding the foregoing, Airline acknowledges and agrees that such equipment and furnishings may be temporarily unavailable from time to time due to maintenance, repair, replacement, construction or other operational or security needs, and County shall not be deemed in default hereunder as a result of such temporary unavailability, provided that County uses Commercially Reasonable Efforts to minimize disruption to Airline's operations during any such period of temporary unavailability, taking into consideration Airline's operational requirements. Such efforts may include, where reasonably practicable and as determined by County in good-faith consultation with Airline, (a) temporarily relocating Airline's operations to alternative locations within the Terminal or (b) providing alternative equipment or furnishings for Airline's use. For planned maintenance, outages, or relocations, County shall provide Airline with reasonable advance notice, including a description of the scope and anticipated duration, and shall coordinate the timing and logistics of such actions with Airline to minimize operational impact. In the event of an emergency or circumstances beyond County's reasonable control, including unanticipated equipment failure, County may take immediate action without prior notice to address the situation and complete necessary repairs. In such event, County shall notify Airline as soon as reasonably practicable thereafter. County shall use Commercially Reasonable Efforts to restore normal operations as soon as reasonably practicable under the circumstances to minimize operational impacts.

3.03 Potable Water. Potable water shall be available at aircraft parking positions.

3.04 Condition of Airline Premises and Airport. Subject to County's maintenance and repair obligations under this Agreement, Airline expressly acknowledges that it has inspected the Airline Premises and any License Area, including, but not limited to, all finishes, furniture, fixtures and equipment therein, and accepts the same "As Is" in the condition existing as of the Effective Date. Airline further acknowledges that, except as expressly set forth herein, County has made no representations or warranties of any nature whatsoever regarding the Airport or the Airline Premises or any License Area including, but not limited to, the physical and/or environmental condition of the Airline Premises or License Area, or any improvements located thereon, or the value of the Airline Premises or improvements thereto, their zoning, or the suitability of the Airline Premises, or any improvements thereto, or Airline's legal ability to use the Airline Premises, any License Area or Airport for Airline's intended use.

3.05 Federal Inspection Facilities. County shall designate areas in the Terminal, and/or elsewhere on the Airport to be used by agencies of the United States Government, including, but not limited to, the Department of Homeland Security and Department of Transportation, for the inspection of passengers and their baggage, and for the agencies to exercise their responsibilities with respect to the movement of persons, property and cargo to and from and within the United States.

3.06 Employee Parking. County shall use reasonable efforts to ensure that parking facilities are sufficient for all of Airline's personnel employed at the Airport. Employee parking shall be subject to Operating Procedures regulating the use of the employee parking areas and subject to payment of reasonable fees and charges.

3.07 Public Address System. County shall provide and maintain a public address system in the Terminal, which Airline and others similarly authorized by County shall have the right to use for flight announcements and paging, subject to Operating Procedures regulating the use of the public address system.

3.08 Space Allocations. During the Term of this Agreement, County may re-measure various areas in the Terminal, including those areas located within the Airline Premises, to more accurately reflect improvements, additions and modifications to the Terminal. In the event the square footage of the Airline Premises identified herein differs from the Airline Premises based on such re-measurement, the Parties agree to enter into an amendment to this Agreement to modify the Airline Premises to reflect the actual square footage of the Airline Premises subject to the provisions of this Section. In the event the actual square footage of the Airline Premises is determined to be more than the square footage of the Airline Premises identified herein and will result in an increase of more than five percent (5%) of the monthly fees and charges payable by Airline hereunder, County agrees that Airline's monthly fees and charges payable hereunder shall only be increased by five percent (5%) as a result of such re-measurement for a period of one (1) year commencing on the date of the re-measurement. Upon the expiration of the aforementioned one (1) year period, Airline's monthly fees and charges payable hereunder shall be based upon the actual square footage of the Airline Premises as determined by the re-measurement. The Parties agree that any increase or decrease in the monthly fees and charges payable hereunder resulting from the re-measurement of the Airline Premises shall not be applied retroactively. The Department Director may execute an amendment to this Agreement on behalf of County pursuant to this Section.

3.09 Short-Term Facilities Use Permit.

A. In the event Airline requires additional space such as ticket counter, office or storage space on a short-term basis or for seasonal operations at the Airport, Airline may notify County in writing of: (a) the type and amount of space required for its operations; (b) the anticipated date Airline will commence use of the space; and (c) the anticipated date Airline will return the space. Airline should provide County reasonable advance notice of its space requirements prior to its proposed commencement of operations. In the event appropriate space is available, County will notify Airline in writing of the available space and provide the attached Exhibit "F" ("Facilities Use Permit") to Airline for approval. In the event Airline approves of the space(s) designated for Airline's use under a Facilities Use Permit ("License Area"), Airline shall cause an authorized representative of Airline to sign and return the Facilities Use Permit to County. In addition to the terms and conditions of the Facilities Use Permit, use of the License Area by Airline shall be subject to the terms and conditions of this Agreement; provided, however, the term of the Facilities Use Permit shall be limited to the term set forth therein.

B. Airline shall pay County all fees and charges applicable to the License Area identified in a Facilities Use Permit in accordance with the then current Rate and Fee Schedule. The rate for a Facilities Use Permit shall be at the Signatory Airline rate for the initial twelve (12) months of any term; however, the rate for any period thereafter shall be at the non-signatory airline rate. Nothing herein shall prevent County and Airline from entering into a subsequent Facilities Use Permit to add new or different space; whereupon the rate for such subsequent Facilities Use Permit shall be at the Signatory Airline rate for the initial twelve (12) months of any such term.

C. Either Party may terminate a Facilities Use Permit for convenience upon no less than fifteen (15) days' prior written notice to the other Party, whereupon the Parties shall be relieved of all further obligations hereunder with the exception of those obligations accruing prior to the date of such termination and those obligations which expressly survive termination of this Agreement.

D. Unless otherwise provided for in the Facilities Use Permit, Airline acknowledges and agrees that the License Area shall be licensed to Airline on a Preferential Use basis, and Airline shall be responsible for providing, at Airline's sole cost and expense, any cabling, electrical connections and equipment necessary for its operations within the License Area.

E. Upon the expiration or earlier termination of the Facilities Use Permit, Airline shall surrender the License Area to County in accordance with the provisions of Section 13.05 of this Agreement.

ARTICLE 4 - USE OF AIRPORT AND RELATED FACILITIES

4.01 Use of the Airport. Subject to the terms and conditions of this Agreement, Airline shall have the nonexclusive right to use the Public Airport Facilities for the conduct of Airline's Air Transportation Services at the Airport in common with other Air Carriers operating at the Airport, which includes, but is not limited to, the nonexclusive right to: (a) use the Airport's Airfield, including, but not limited to, runways and taxiways; (b) the use of the public common areas within the Terminal; and (c) the use of all other facilities and improvements that have been provided for common use at the Airport. The rights provided for herein shall be subject to all applicable Airport Rules and Regulations and Operating Procedures and payment of all applicable fees and charges.

4.02 Service/Repair. Airline shall engage in the servicing, repair, remote overnight storage, long-term storage and maintenance of Airline's aircraft only in areas on the Airport designated by County for such purposes, which shall be subject to availability and to payment of applicable fees and charges established for the use of such areas; provided, however, that emergency maintenance and line maintenance shall be permitted at Airline's Preferential Use Premises Aircraft Parking Apron and Aircraft Parking Apron gate positions being utilized on a per use basis provided that such maintenance activities do not conflict with the scheduled operations of another Air Carrier authorized to utilize such per use Aircraft Parking Apron position.

4.03 Disabled Aircraft. Airline shall maintain adequate equipment and facilities to conduct recovery operations of its disabled aircraft or contractual arrangements in place for the removal of its disabled aircraft from the Airfield. Airline shall use Commercially Reasonable Efforts to promptly remove its disabled aircraft from the Airfield and Terminal aircraft aprons as soon as proper clearance is obtained from the appropriate governmental authorities, if applicable, and place such disabled aircraft in a storage area designated by County on the Airport. In the event Airline fails to promptly remove its disabled aircraft in accordance with the requirements of this Section, County may cause the removal and storage of such aircraft if County reasonably determines the aircraft is impacting Airport operations. Airline shall only store disabled aircraft in areas on the Airport designated by County for storage of such aircraft and for such length of time as authorized by County. In the event Airline fails to remove its disabled aircraft from a designated storage area on or before the expiration of the period of time authorized by County, County shall advise Airline of County's intent to remove such disabled aircraft prior to removal with no less than thirty (30) days' advance written notification. In the event County causes Airline's disabled aircraft to be removed, Airline shall pay County for the costs of removal, storage and/or disposal of the disabled aircraft, plus a twenty-five percent (25%) administrative overhead, which shall be payable within thirty (30) days of the date of County's invoice. Except to the extent caused by a County Party's gross negligence or willful misconduct, and provided that the County Party used Commercially Reasonable Efforts to minimize further damage to the disabled aircraft, Airline releases and waives any and all Damages against the County Parties arising out of or related to any further damage to the disabled aircraft that occurs during, or as a result of, the removal, handling, relocation or storage of such aircraft in accordance with the provisions of this Section. Airline acknowledges that County may cause a disabled aircraft to be removed by third-party contractors and the use of third-party contractors shall not increase or expand the County Parties' liability under this Section. Airline further acknowledges that the use of Commercially Reasonable Efforts to minimize further damage shall not constitute a guarantee or warranty that further damage will not occur to a disabled aircraft. Airline shall be responsible for documentation of the condition of a disabled aircraft prior to removal, handling, relocation and/or storage of such aircraft by a County Party or its contractors.

4.04 Training. Airline may train personnel employed, or to be employed, by Airline and test aircraft and other equipment owned or operated by Airline on the Airport; provided, however, such training and testing, including, but not limited to, practice approaches, shall be incidental to the use of the Airport by Airline for the provision of its Air Transportation Services. In addition, any training and testing by Airline shall not unreasonably hamper or interfere with the use of the Airport by others. County reserves the right to restrict or prohibit any training or testing activities, which it deems to interfere with the use or operation of the Airport.

4.05 Sale of Equipment and Supplies. Airline may sell, dispose of or exchange Airline's aircraft, engines and other equipment and supplies used by Airline in the provision of its Air Transportation Services; provided, however, such activities shall be incidental to the use of the Airport by Airline for the provision of its Air Transportation Services. Airline shall not sell fuel and lubricants at the Airport, unless fuel and lubricants are not available from another County-authorized source on the Airport. In such event, Airline shall comply with applicable Airport Rules and Regulations and Operating Procedures regulating the sale of fuel and lubricants at the Airport.

4.06 Passenger Transport Services. Airline may provide passenger transport services, including wheelchair and mobility assistance, in the Terminal in connection with its Air Transportation Services for the convenience of the public; provided, however, passenger transport services and equipment utilized for such services shall comply with all applicable laws and regulations, including the Air Carrier Access Act (49 U.S.C. §41705), and equipment shall be maintained in safe and serviceable condition. Airline acknowledges and agrees that the Department may establish Operating Procedures related to passenger transport services to ensure the safety, security and operational efficiency of the Airport. County shall have no obligation to provide or contribute to passenger transport services. Airline may provide passenger transport services pursuant to this Section alone or in conjunction with other Scheduled Air Carriers or through a designated General Aeronautical Service Provider providing porter/sky cap services. Airline shall ensure that all wheelchairs, carts and equipment utilized in connection with passenger transport services are properly stored by Airline and its General Aeronautical Service Providers in locations designated by Department when not actively in use and that such equipment is promptly retrieved when left unattended at the Airport. Department shall notify Airline's local manager of the designated locations in writing, which locations may be modified from time to time upon no less than ten (10) days prior written notice to Airline's local manager. At no time shall such equipment be placed or left in a manner that obstructs or interferes with pedestrian circulation by Airline or its General Aeronautical Service Providers, including ADA-accessible routes, emergency egress routes, or other areas of the Terminal utilized for pedestrian circulation.

4.07 Food Service/Vending Machines. Except as otherwise provided in Section 4.08, Airline shall not maintain or operate in the Terminal or elsewhere at the Airport, a cafeteria, restaurant, bar, cocktail lounge or other similar facility at the Airport. In addition, Airline shall not sell or dispense food and beverages at the Airport except in Airline's club room as provided in Section 4.08. Airline may dispense food and beverages on board Airline's aircraft or to passengers boarding Airline's aircraft for consumption on board. Airline may install snack vending machines in its office and break room areas of the Preferential Use Premises that are not accessible to the public for the exclusive use of Airline's employees and agents. In the event of originating flight delays, diverted flights or originating flights that have returned to the Airport, Airline may provide typical onboard beverages (excluding alcohol) and snacks (e.g., peanuts, pretzels, etc.) at no charge to its passengers in Airline's holdroom area(s). Airline may also dispense typical onboard snacks in Airline's baggage service office for customers needing assistance locating lost luggage.

4.08 Club Room. If Airline operates a club room or similar private facility for use by its passengers at the Airport, Airline may, at its sole cost and expense, install, operate and maintain a kitchen or other facilities within the club room for the purpose of preparing and providing food and beverages to Airline's passengers on a complimentary basis. Airline may elect to sell food and/or beverages to its passengers and employees within the club room for consumption within the club room, subject to the terms, conditions and limitations as hereinafter set forth. Airline shall provide prior written notice to County of its intent to sell food and/or beverages within its club room. Airline shall report all gross revenues from the sale of food and/or beverages in its monthly Activity Report and shall pay to County a percentage of the gross revenues from the sale of such food and/or beverages equal to the then current percentage(s) payable by the Airport's food and beverage concessionaire(s) to County for quick serve restaurant locations and alcohol. As of the Effective Date, the Airport's food and beverage concessionaire(s) are required to pay 13% of gross revenues for all sales from quick serve restaurant locations and 18% of gross revenues for the sale of alcoholic beverages. County shall notify Airline in writing in the event the percentage of gross revenues applicable to the sale of food and beverages is modified. The Parties acknowledge and agree that this Section applies solely to the sale of food and beverages within the club room and nothing in this Section shall be construed as requiring Airline to report or pay to County any percentage of gross revenues derived from the sale of Airline club daily passes, membership fees or any other club access or membership sales at the Airport. Airline may provide wireless internet service to Airline's passengers within its clubroom on a complimentary basis; provided that such service is not readily available in the public areas of the Terminal. Airline acknowledges that County may require the relocation of its club room during the Term of this Agreement to comparable space in order to accommodate modifications to the Terminal upon no less than one (1) year's prior written notice; provided, however, in identifying any such comparable space, County shall take into consideration the proximity of the replacement space to the gates utilized by Airline on a Preferential basis, and County shall reimburse Airline for the actual, necessary costs of relocation and costs of improvements to the replacement space in accordance with Section 9.03. Airline shall provide County with documentation evidencing the costs incurred by Airline in accordance with Section 9.03(C).

4.09 Affiliates. Subject to the terms and conditions of this Agreement, Airline may allow Affiliates set forth on Exhibit "I" to exercise the rights and privileges afforded to Airline under this Agreement. In the event Airline desires to allow an Affiliate in addition to the Affiliate(s) identified on Exhibit "I" to exercise the rights and privileges afforded to Airline hereunder, Airline may designate an Air Carrier as an Affiliate upon prior written notice to County, which shall be signed by a representative of Airline having the authority to make such designation on behalf of Airline. Airline shall be responsible for payment of all fees and charges incurred by its Affiliates at the Airport while such Affiliates are flying on behalf of Airline. An Air Carrier designated by Airline as an Affiliate shall be considered an Affiliate of Airline hereunder until such time as Airline provides County written notice of the termination of the Air Carrier's status as an Affiliate. Airline acknowledges and agrees that Affiliates shall be subject to the same terms, conditions and obligations of Airline, including, but not limited to, the insurance requirements set forth in Article 12, and that Airline shall be responsible for ensuring compliance with this Agreement by its Affiliates. Airline shall cause its Affiliates to provide County with any information or documentation reasonably requested by County hereunder related to Affiliates' operations at the Airport.

4.10 Limitations, Exclusions and Reservations.

A. Except as otherwise approved by County in writing or authorized by an amendment to this Agreement, Airline Parties shall use and occupy the Airline Premises and Airport solely and exclusively for purposes set forth in this Article and shall not use the Airline Premises or Airport for any other use, business or purpose whatsoever. Airline acknowledges that County shall not have any obligation whatsoever to approve uses not contemplated herein. Furthermore, except as otherwise expressly provided in Sections 4.07 and 4.08, nothing in this Agreement shall be construed to give any Airline Party the right or permission to sell or provide at the Airport any goods or services to the public, its employees and/or passengers other than Air Transportation Services or to conduct any business separate and apart from the provision of Air Transportation Services. The foregoing prohibition includes, but is not limited to, the sale or provision of trip insurance, wireless internet services to the public (excluding Airline's club room pursuant to Section 4.08), advertising and automobile rental.

B. County shall have the right to require any Person providing services to Airline at the Airport to obtain a permit or agreement from County for the privilege of conducting such activity at the Airport, to attend required training and to abide by all applicable Airport Rules and Regulations and Operating Procedures and pay all applicable fees and charges. Notwithstanding the foregoing, a General Aeronautical Service Provider operating pursuant to a permit with County shall not be required to pay Service Fees (as defined in the then current permit approved by County) for the provision of General Aeronautical Services to a Signatory Airline or its Affiliates.

C. Nothing in this Agreement shall restrict County from imposing reasonable and nondiscriminatory fees and charges on any Person, including, but not limited to, Airline's suppliers, agents and contractors, for the use of the Airport when such use constitutes the performance of a commercial business activity at the Airport, or for the provision of any services by County. Notwithstanding the foregoing, County shall not impose a charge to Airline for ground transportation provided by or for Airline, at Airline's sole cost and expense, for Airline's passengers and/or employees due to flight delays, diversions or cancellations.

D. County shall have the right to charge any Person a reasonable and nondiscriminatory fee for the right to sell or serve food and beverages to Airline, its employees or passengers. Notwithstanding the foregoing, in the event Airline maintains a flight kitchen, Airline and its suppliers, providing unprepared food, beverages and supplies for preparation in the flight kitchen, shall not be charged a fee for the preparation of food.

E. County shall have the right to install, or cause to be installed, advertising and other revenue generating devices in the Joint Use Premises and public areas of the Preferential Use Premises; provided that such installation shall not unreasonably interfere with Airline's operations hereunder and that County agrees not to install advertising or other revenue generating devices within the public areas of Airline's Preferential Use Premises designed solely to promote the services of another Air Carrier or that may cause damage to Airline's brand as reasonably determined by County. Nothing in this Section shall be construed as precluding County from installing advertising that promotes the Airport, or informational or directional signage.

F. County may from time-to-time temporarily or permanently close, re-route or restrict the use of any roadway at the Airport; provided, however, County shall use Commercially Reasonable Efforts to provide a reasonably equivalent means of ingress and egress. County agrees to provide reasonable advance written notice to Airline prior to instituting such restrictions; provided, however, that such notice shall not be required in the event of an emergency or if required by any security agency with jurisdiction, including, but not limited to, the Department of Homeland Security, Department of Transportation and PBSO. Airline hereby releases and discharges County from any and all claims, demands, or causes of action that it may have arising, or alleged to arise, out of such a closing, re-routing or restriction. Airline's release of County shall not apply to claims that arise out of County's failure to use Commercially Reasonable Efforts to provide alternative access or County's failure to give Airline reasonable advance notice of a closure, re-routing or restriction.

G. County may prohibit the use of the Airfield by any aircraft operated or controlled by Airline or any Affiliate, which exceeds the design strength or capability of the Airfield as set forth in the current FAA-approved Airport Layout Plan or other engineering evaluations performed subsequent to the then current Airport Layout Plan.

H. Airline shall ensure that no Airline Party performs, or causes to be performed, any Major Maintenance of its aircraft and other equipment in or on Airline Premises. Airline agrees that all aircraft maintenance shall be performed by all Airline Parties in accordance with all applicable local, state and federal laws, including, but not limited to, the Florida Building Code and Florida Fire Prevention Code and Life Safety Code, and any local amendments thereto, as now or hereafter amended and supplemented. Airline Parties shall not store inoperative equipment in or on the Airline Premises.

I. Airline shall ensure that no Airline Party interferes with, or permits interference with, the effectiveness or accessibility of the drainage, sewerage, water, communications, or fire protection systems or any other part of the utility, electrical, or other systems installed or located at the Airport.

J. Airline shall not permit the storage, staging or stockpiling of personal property or equipment in any areas of the Airport by an Airline Party, which are not licensed for Airline's use hereunder, including, but not limited to, ground service equipment, air stairs, baggage carts, lavatory service vehicles, furniture, recreational equipment, pallets and other similar items. If Airline requires storage of ground service equipment or related materials in areas of the Airport outside of Airline's Premises, such storage shall be permitted only in locations specifically authorized by County pursuant to a Facilities Use Permit issued by County. Airline shall be responsible for ensuring that all Airline Parties remain in compliance with the requirements of this Section. Equipment or property stored or staged in violation of this Section may be relocated or removed by County to maintain safe and orderly Airport operations, and Airline shall be responsible for all reasonable costs incurred by County in connection with such relocation or removal.

4.11 Common Use Equipment. Airline shall have the right to install and maintain its proprietary equipment at its Preferential Use ticket counter and gate positions during the Term of this Agreement. Airline acknowledges and agrees that County may elect to install common use equipment at gate positions within Airline's Preferential Use Premises so long as such installation does not preclude Airline's use of its proprietary equipment. Airline may request that common use equipment be installed at ticket counters and/or gate positions within its Preferential Use Premises in lieu of its proprietary equipment, subject to the availability of such common use equipment and Airline's payment of all applicable fees and charges for use. All installations and use of common use equipment shall be subject to County's reasonable operating procedures and technical standards, and County shall coordinate installation and any required modifications with Airline in a manner designed to minimize disruption to Airline's operations.

{Insert if applicable to space in Pod "D": Currently only applicable to Delta and Frontier

4.12 Tenant Shared Area. Airline shall have a nonexclusive license to use the bathrooms and employee break room located on the third level of the Terminal, as more particularly identified on the attached Exhibit "B" as the "Tenant Shared Area". County shall be responsible for the maintenance and repair of the Tenant Shared Area, including custodial services. Notwithstanding the foregoing, Airline shall be responsible for damage caused to the Tenant Shared Area by an Airline Party. Airline shall pay to County a license fee for use of the Tenant Shared Area ("Shared Area Charge"), which shall be calculated in accordance with the following formula:

(Airline's Ticket Office Total Square Footage/3,069 sq. ft.) x 514 sq. ft. x Current Terminal Rental Rate

The Shared Area Charge shall be payable in advance, without demand, in equal monthly installments on or before the first (1st) day of each month. In addition to any other remedy provided for in this Agreement, County shall have the right to revoke Airline's license to use the Tenant Shared Area in the event Airline fails to pay the Shared Area Charge when due, subject to any applicable notice and cure provisions provided for herein.*}*

ARTICLE 5 - MAINTENANCE AND OPERATION

5.01 Designation of Maintenance Responsibilities. The Parties' responsibilities for maintenance, cleaning, and operation of the Airline Premises are set forth in the Maintenance Schedule. Airline agrees to perform the obligations set forth in the Maintenance Schedule, which are assigned to

Airline, and County agrees to perform the obligations set forth in the Maintenance Schedule, which are assigned to County.

5.02 County Obligations.

A. Except as to premises leased to or under the contractual control of others or as otherwise provided for in the Maintenance Schedule, County shall maintain all Airport facilities in good and adequate condition for their intended use and to the extent required by law and the Bond Resolution.

B. Notwithstanding the foregoing, and except as required by the Bond Resolution, County, in its sole discretion, may abandon facilities, including real property, which are no longer necessary for the proper and adequate operation of the Airport. Nothing in this Agreement shall be deemed to require County to make any improvements to the Airport, including, but not limited to, enlarging the Airport, or making any extensions or additions to the Airfield or other appurtenances of the Airport.

C. County shall use good faith efforts to operate the Airport System properly and in a sound, efficient, and economical manner.

5.03 Airline Obligations.

A. Airline shall at all times operate the Airline Premises, any License Area, and any improvements or appurtenances thereto, in a sound, efficient, and economical manner and, except as otherwise provided in the Maintenance Schedule or with respect of obligations of others, shall maintain, preserve and keep same in good repair, working order, and in a neat, orderly, sanitary, and presentable condition. Airline shall remove, or cause to be removed, at Airline's sole cost and expense, from its Preferential Use Premises all waste, garbage, and rubbish and agrees not to deposit same on any part of Airport; provided, however, that Airline may temporarily store same in appropriate containers in its Preferential Use Premises or in space designated by County in connection with collection for removal. Airline, at its sole cost and expense, shall be responsible for the removal of all fuel, oil or other spillages caused by an Airline Party. Likewise, if County authorizes another Air Carrier to use Airline's Preferential Use Aircraft Parking Apron, such Air Carrier shall be solely responsible for removing any fuel, oil or other spillages caused by such Air Carrier, and Airline shall not be responsible therefor.

B. Authorized representative(s) of County shall have the right to enter the Airline Premises and License Areas, including the non-public areas of the Preferential Use Premises, at any and all reasonable times for the purpose of inspection, including inspection of all County-owned equipment for compliance with manufacturer's specifications regarding servicing and preventive maintenance, or for any other purpose incident to the performance of its obligations hereunder or in the exercise of any of its governmental functions. County shall use its good faith efforts to avoid disruption of Airline's operations and, except in the event of an emergency, shall provide Airline reasonable notice prior to entering the non-public areas of the Preferential Use Premises and Airline shall have the right to have an Airline employee accompany County's representative(s) when entering the non-public areas of the Preferential Use Premises.

C. In the event Airline fails or refuses to perform its obligations under this Article, authorized representatives of County shall have the right to enter the Airline Premises or License Area and perform such obligations; provided, however, County shall give to Airline reasonable notice and opportunity to cure in accordance with Section 13.02(B) prior to the exercise of this right, except in the event of an emergency or immediate safety hazard. In the event of an emergency or immediate safety hazard, County shall endeavor to give Airline reasonable notice under the circumstances. Airline shall have the right to have an Airline employee accompany County's authorized representative when entering the Airline Premises or License Area to perform such activities. Airline agrees that it shall reimburse County's direct labor and material costs, plus a twenty-five percent (25%) administrative overhead within thirty (30) days of the date of County's invoice. Nothing in this Section shall be construed as waiving any other legal remedy County may have hereunder in the event Airline fails or refuses to perform its obligations under this Article.

ARTICLE 6 - PAYMENT OF FEES AND CHARGES

6.01 Payment. Airline shall pay to County all fees and charges set forth in the Statement of Rates for the rights, licenses and privileges granted hereunder to Airline calculated by County in accordance with methodologies set forth in the Rate and Fee Schedule and this Agreement, which shall be at the rates applicable to Signatory Airlines except as otherwise expressly provided for herein. Airline shall pay any Shortfall Payment in accordance with Article 7.

6.02 Additional Fees and Charges. Airline agrees to pay to County reasonable and nondiscriminatory fees and charges for any other services or facilities provided by County or its contractors, which are not specifically provided for in this Agreement, and are accepted or requested by Airline, within thirty (30) days of the date of County's invoice for such services or facilities.

6.03 Time and Place of Payment.

A. Payments due to County from Airline hereunder shall be paid in lawful money of the United States of America, by check or electronic payment to Palm Beach County, without any deduction, holdback or set off whatsoever, and shall be made at such places as County may designate in writing to Airline, which as of the Effective Date shall be as follows for payments by mail:

Palm Beach County Department of Airports
Accounting Section
846 Airport Center Drive
West Palm Beach, FL 33406

B. Payment for the use of the Preferential Use Premises and License Area, if applicable, shall be due in advance, without demand or deduction, in equal monthly installments on the first (1st) Business Day of each month.

C. Payment of fees and charges, which are based upon Airline's monthly activity, including, but not limited to, Landing Fees, Environmental Operating Fees, Common Use Equipment, Baggage Handling System Fees, Concourse A Fees and FIS Facility Fees, shall be due within thirty (30) days of the receipt of County's invoice.

D. Payment of all other amounts due hereunder, including, but not limited to, fees for use of the Joint Use Premises, employee parking charges, maintenance, utility and telephone charges/reimbursements and other miscellaneous charges, shall be due within thirty (30) days of the date of County's invoice.

E. Department, in its sole and absolute discretion, may elect to assess late fees at an interest rate of one and one-half percent (1.5%) per month which shall accrue against any and all delinquent payment(s) from the date due until the date payment is received by County. To the extent permitted by law, this provision shall not preclude County from terminating this Agreement for Airline's default in the payment of fees or charges, or from enforcing any other provisions contained herein or provided by law.

F. Acceptance by County of any payment from Airline shall not preclude County from verifying the accuracy of Airline's reports on which Airline's fees and charges are based as provided in this Article and shall not be deemed a waiver of any interest penalty due.

6.04 Partial Month Charges. In the event the Effective Date or termination date of Airline's use of the Preferential Use Premises or License Area, or any portion thereof, occurs on any date other than the first (1st) or last day of a calendar month, the fees and charges applicable to Airline's use of the Preferential Use Premises or License Area, or portion thereof, for that month shall be paid on a pro rata basis based on the number of days in that month.

6.05 Activity Report.

A. No later than the tenth (10th) calendar day of each month, Airline shall electronically file an accurate and complete Activity Report with County, which contains the information required therein for the preceding month.

B. In the event Airline fails to provide the Activity Report, within the time period specified herein, or if the data contained in the Activity Report appears to be inaccurate, County may, based on previous reports or other information available to County, estimate Airline's activity for the preceding month and issue invoices based on County's estimation. Airline shall be liable to County for any deficiencies in payments based upon such estimates. If such estimates result in an overpayment by Airline, County shall remit, or at County's option credit, such overpayment to Airline.

6.06 Audit.

A. Airline shall maintain and keep books, ledgers, accounts, or other records, accurately recording the total number of Revenue and Nonrevenue Landings at the Airport, the Landed Weight of each aircraft, the total number of Enplaned Passengers and Deplaned Passengers, and all other traffic and activity statistics to be recorded or reported hereunder. Such books, ledgers, accounts, and records related to Airline's operations at the Airport shall be made available in electronic format or otherwise in Palm Beach County for a period of five (5) years subsequent to the activities reported therein. In the event such books, ledgers, accounts and records are made available in an electronic format, they shall be certified by an officer of Airline as being true and correct.

B. County or its duly authorized representative(s) may examine any and all such books, ledgers, accounts and records during all reasonable business hours, in Airline's offices or such other place as mutually agreed to between Airline and County. Upon County's written request for examination of such books, ledgers, accounts and records, Airline shall produce such items in Palm Beach County within ten (10) Business Days of County's request or pay all reasonable expenses, including, but not limited to, transportation, food, and lodging, for County's auditor(s) and their representative(s) to perform the audit outside Palm Beach County, Florida. In the event any records provided to County pursuant to this subsection by Airline would be considered confidential or exempt from Florida Public Records Law, Airline shall prominently identify the record(s) that contain such confidential information or is otherwise exempt from production under Florida Public Records Law ("Confidential Information"), including the specific statutory exemption(s). Except as otherwise required by law or a court of competent jurisdiction, County shall not release Confidential Information to a third party unless Airline has consented to such release in writing. In the event a third party submits a request to County for the release of records that Airline has identified as containing Confidential Information, County shall notify Airline in writing that it has received the request upon receipt of the request and whether County intends to release such records based upon a determination by County that the records are not exempt from disclosure so that Airline can immediately seek a court order or other relief preventing County from releasing Confidential Information. Airline shall protect, defend, reimburse, indemnify and hold the County Parties free and harmless at all times from and against any and all Damages relating to the non-disclosure of any Confidential Information in response to a records request by a third party to the extent County has reasonably relied on Airline's identification of such records as Confidential Information.

C. The cost of an audit outside of Palm Beach County, with the exception of the aforementioned transportation, food and lodging expenses, shall be borne by County; provided, however, that the full cost of the audit shall be borne by Airline if either or both of the following conditions exist:

1. The audit reveals an underpayment of more than ten percent (10%) of the fees and charges due hereunder, unless such underpayment is the result of a miscalculation by County of the fees and charges payable; or

2. Airline has failed to maintain true and complete books, ledgers accounts and records, and supportive source documentation in accordance with the requirements of this Section.

D. Any underpayment of amounts due County disclosed as a result of an audit conducted pursuant to this Section 6.06, including interest at the rate set forth in Section 6.03(E) computed from the original due date of each such amount due shall be paid to County within thirty (30) days from receipt of County's invoice. Such payment by Airline shall not abrogate Airline's right to contest the validity of said underpayments. Any valid overpayments made by Airline shall be promptly remitted, or at County's option, credited to Airline.

6.07 Contract Security.

A. Except as otherwise provided for herein, Airline shall provide County with a clean, irrevocable letter of credit, surety bond or other security reasonably acceptable to County ("Contract Security") in an amount equal to one-third (1/3) of the Minimum Annual Commitment, to guarantee the faithful performance by Airline of its obligations under this Agreement and the payment of all fees and charges due hereunder, including, but not limited to, any Shortfall Payment(s) and Accelerated Amount. The Contract Security shall be provided to County prior to the Effective Date. The Contract Security shall be in a form and issued by a company reasonably acceptable to County. In the event that any such Contract Security shall be for a period of less than the full period required by this Agreement, or if the Contract Security is canceled, Airline shall provide a renewal or replacement Contract Security at least sixty (60) days prior to the later of: (a) the date the Contract Security expires, or (b) the effective date of cancellation of the Contract Security, unless otherwise approved by Department in its sole and absolute discretion.

B. Notwithstanding the foregoing, County shall not require Airline to post the Contract Security if Airline: (a) has provided regularly scheduled commercial air service to the Airport for at least eighteen (18) consecutive months immediately preceding the Effective Date ("Incumbency Period"); (b) is in good standing and has no uncured Event of Default under any agreement with County, including, without limitation, any agreement(s) in effect during the Incumbency Period; (c) is not subject to any bankruptcy, insolvency or similar proceedings; and (d) has demonstrated creditworthiness by satisfying at least one of the following as of the Effective Date: (i) Airline has a long-term unsecured debt rating of at least B- (S&P/Fitch) or B3 (Moody's); or (ii) if unrated, Airline provides to County audited financial statements for the two most recent fiscal years and unaudited quarterly financial statements for the most recent four quarters, together with such other financial information as County may reasonably request, and County reasonably determines, based on such information, that Airline's financial condition and liquidity are sufficient to support the exemption. If any of the foregoing conditions cease to be true during the Term of this Agreement, County may require Airline to post a Contract Security within thirty (30) days of County's written notice; provided, however, that if Airline demonstrates to County that it cannot reasonably obtain the required form of Contract Security within such thirty (30) day period, Airline shall, within ten (10) days of County's written demand, provide an interim cash deposit or other interim security acceptable to County to remain in place pending delivery of the required Contract Security. County's right to draw on any Contract Security posted under this Agreement shall not be affected by this exemption.

C To the fullest extent permitted by applicable law, the Parties acknowledge and agree that any noncash Contract Security provided by Airline is the property of the third-party issuer or guarantor (subject to County's ability to draw against the Contract Security) and shall not be treated as property of Airline's bankruptcy estate for purposes of the United States Bankruptcy Code. The Parties acknowledge and agree that any interim cash Contract Security is held by County as security or trust funds for the benefit of County and, to the extent permitted by applicable law, shall not be treated as property of Airline's bankruptcy estate. If applicable bankruptcy law prevents such treatment, Airline agrees that County shall be entitled to adequate protection, administrative priority, or other relief to protect County's interest in such cash to the maximum extent available under applicable law.

D. The Parties further acknowledge and agree that all PFCs collected by Airline with respect to Enplaned Passengers at the Airport (other than any portion retained by Airline for its documented expenses or amounts reimbursable to a ticket purchaser) are held in trust for the benefit of County. Airline shall: (a) segregate PFCs from Airline's operating funds and hold them in a separate, identifiable account; (b) remit PFCs to County in accordance with the schedule and procedures set forth in this Agreement or applicable law; and (c) not commingle PFCs with other funds. To the fullest extent permitted by law, PFCs shall not be property of Airline's bankruptcy estate.

E. The provisions of this Section 6.07 shall survive termination or expiration of this Agreement.

6.08 Passenger Facility Charges. County shall have the right to assess and collect Passenger Facility Charges in accordance with applicable laws and regulations. Proceeds of Passenger Facility Charges shall be used for projects which have been approved through the procedures established by the FAA.

6.09 Services by Airline. County reserves the right to assess and collect reasonable and non-discriminatory fees and charges for services or concessions provided by Airline to Air Carriers that are not Signatory Airlines, or for Airline by Air Carriers that are not Signatory Airlines, if such services or concessions would otherwise be available from a concessionaire, permittee or licensee of County. Notwithstanding the foregoing, Airline and its Affiliates may provide services to each other or other Signatory Airlines without the imposition of additional fees or charges. Airline agrees to pay any fees and charges imposed by County pursuant to this Section.

6.10 No Further Charges. Except as otherwise provided for in this Agreement, no further fees or charges shall be charged against or collected from Airline by County, acting in its capacity as Airport proprietor, not in its governmental capacity, for the premises, facilities, rights, licenses, and privileges granted to Airline in this Agreement.

6.11 Accord and Satisfaction. In the event Airline pays any amount that is less than the amount stipulated to be paid under this Agreement, such payment shall be considered to be made only on account of the stipulated amount. No endorsement or statement on any check or letter shall be deemed an accord and satisfaction. County may accept any check or payment without prejudice to County's right to recover the balance due or to pursue any other remedy available to County pursuant to this Agreement or under the law.

ARTICLE 7 - ADJUSTMENT OF RATES

7.01 General.

A. Rates for fees and charges payable hereunder shall be reviewed and adjusted annually by County in accordance with the provisions of this Article. Annual adjustments shall become effective each October 1st throughout the Term of this Agreement. In addition to the annual adjustment provided for in this Article, rates for fees and charges may also be adjusted by County: (a) in order to ensure compliance with Section 710 (rate covenant) of the Bond Resolution; or (b) at any time that financial data indicates that the total fees and charges calculated in accordance with the Rate and Fee Schedule are reasonably estimated by County to vary by more than ten percent (10%) from the total fees and charges that would be payable based upon the use of actual financial data to date for the Fiscal Year.

B. County shall prepare and deliver to Airline a statement setting forth the adjusted rates for fees and charges payable hereunder, calculated in accordance with the Rate and Fee Schedule ("Statement of Rates"), as provided in Section 7.02. The Statement of Rates shall become part of this Agreement without formal amendment hereto upon issuance of the final Statement of Rates to Airline.

7.02 Annual Adjustment.

A. On or about July 1st of each Fiscal Year (or approximately ninety (90) days prior to the end of the then current Fiscal Year), County shall notify Airline of the proposed schedule of rates for fees and charges ("Proposed Statement of Rates") for the next Fiscal Year. The rates for fees and charges contained in the Proposed Statement of Rates shall be determined and presented to Airline in conformance with the methodologies set forth in the Rate and Fee Schedule.

B. Within forty-five (45) days after providing the Proposed Statement of Rates to the Signatory Airlines, County agrees to meet collectively with the Signatory Airlines at a mutually convenient time for the purpose of discussing the Proposed Statement of Rates. County shall make available to the Signatory Airlines any reasonably requested additional information relating to the Proposed Statement of Rates prior to the meeting. County agrees to fully consider the comments and recommendations of the Signatory Airlines prior to finalizing the Statement of Rates.

C. After the meeting with the Signatory Airlines pursuant to Section 7.02(B), and prior to the end of the then current Fiscal Year, County shall deliver the final Statement of Rates to Airline for the next Fiscal Year.

D. If the annual adjustment of rates for fees and charges pursuant to this Article is not completed by County on or before October 1st, the then current fees and charges shall continue to be paid by Airline until such adjustment is concluded. Upon the conclusion of such adjustment calculations, any difference(s) between the actual fees and charges paid by Airline through the date of the adjustment for the then current Fiscal Year and the fees and charges that would have been paid by Airline during the same period using the adjusted rates shall be remitted to the Party to whom it is due within sixty (60) days of County's delivery of the final Statement of Rates to Airline.

7.03 Settlement/Revenue Sharing Payment Procedures.

A. Airline acknowledges that the rates contained in the Statement of Rates are estimated based upon County's budget for each Fiscal Year ("Estimated Rates"). On or about March 31st following the end of each Fiscal Year or within thirty (30) days after the County's completion of the unaudited financial statements for such

Fiscal Year, whichever occurs last, County shall recalculate the rates set forth in the Statement of Rates in accordance with the Rate and Fee Schedule based upon the actual, unaudited financial data for the preceding Fiscal Year to determine the estimated amount owed, if any, by Airline or County hereunder and shall provide to Airline a written statement ("Preliminary Settlement Statement") setting forth the following estimated amounts for such Fiscal Year: (a) the total amount paid by Airline for the purpose of determining whether or not Airline satisfied its Minimum Annual Commitment; (b) any Settlement Amount due County or Airline, and (c) any Shortfall Payment owed by Airline to County for failure to satisfy the Minimum Annual Commitment.

B. No later than July 1st following the end of each Fiscal Year, County shall recalculate the rates set forth in the Statement of Rates in accordance with the Rate and Fee Schedule based upon audited financial data for the preceding Fiscal Year to determine the final amount owed, if any, by Airline or County hereunder and shall provide to Airline a final written statement ("Final Settlement Statement") setting forth the following final amounts for such Fiscal Year: (a) the total amount paid by Airline for the purpose of determining whether or not Airline satisfied its Minimum Annual Commitment ("Final Airline Amount"), (b) any Settlement Amount due County or Airline, and (c) any Shortfall Payment owed by Airline to County for failure to satisfy the Minimum Annual Commitment.

C. In the event a Settlement Amount and/or Shortfall Payment is due County, County shall invoice Airline for such amount(s), which shall be payable by Airline to County within sixty (60) days of the receipt of County's invoice.

D. In the event a Settlement Amount is due to Airline, County shall pay to Airline the Settlement Amount, less any Shortfall Payment due to County, within sixty (60) days of County's written statement to Airline setting forth the final Settlement Amount. In the event the Shortfall Payment exceeds any Settlement Amount due to Airline, County shall invoice Airline for the remaining Shortfall Payment, which shall be payable by Airline to County within sixty (60) days of receipt of County's invoice.

E. **{Insert subsections E-G if applicable:** In the event this Agreement is executed and delivered to County by Airline on or before October 30, 2026, at 5:00 p.m. EST, and Airline continuously operated at the Airport as a holdover tenant pursuant to the Prior Agreement through the Effective Date of this Agreement, Airline shall be considered a Signatory Airline for such holdover period, and Airline's Revenue Sharing Amount shall be calculated retroactively to October 1, 2026, as provided in the Rate and Fee Schedule.

F. In the event this Agreement is executed or delivered to County by Airline after October 30, 2026, at 5:00 p.m. EST, and Airline continuously operated at the Airport as a holdover tenant pursuant to the Prior Agreement through the Effective Date of this Agreement, Airline shall be considered a non-signatory airline for such holdover period, and Airline's Revenue Sharing Amount (a) shall not be calculated or applied retroactively to October 1, 2026, and (b) shall be calculated in accordance with the Rate and Fee Schedule, commencing on the first full calendar month of the Fiscal Year immediately following the Effective Date of this

Agreement. Airline acknowledges that any such holdover period shall be deemed to have been without the consent of the Department.

G. Airline acknowledges and agrees all rates and charges payable by Airline for Fiscal Year 2027, including any period of holdover under the Prior Agreement, shall be calculated in accordance with the methodology set forth in the Rate and Fee Schedule attached hereto and incorporated herein as Exhibit "E" notwithstanding any provision of this Agreement or the Prior Agreement to the contrary.}

H. Notwithstanding any provision of this Agreement to the contrary, in the event Airline is past due or delinquent in making any payments to County hereunder, County may deduct such past due or delinquent amounts, plus any applicable interest accrued thereon, from any amounts payable to Airline under this Section.

I. Airline may elect to receive payments from County pursuant to this Section in the form of a Rental Credit, by County warrant or by interbank wire transfer to an account designated by Airline. Airline shall provide any payee information reasonably requested by County or the Palm Beach County Clerk and Comptroller's Office for the purpose of ensuring Airline's receipt of payment pursuant to this Section. As of the Effective Date of this Agreement, Airline has elected to receive payments pursuant to this Section as follows:

Insert applicable provision as selected by Airline:

☐ Airline has elected to receive payments in the form of a Rental Credit.

☐ Airline has elected to receive payments by County warrant to:

ATTN: ______________________

____

____

____

☐ Airline has elected to receive payments by interbank wire transfer to:

____

____

____

Airline may change its election pursuant to this subsection and/or its address for payments by County warrant or account information for interbank wire transfers upon thirty (30) days' prior written notice to County.

7.04 County Covenants.

A. County covenants that for purposes of allocating Revenues and expenses that it will include only those charges properly attributable or allocable to the Airport System.

B. County shall use good faith efforts to operate the Airport System in a manner so as to produce Revenues from concessionaires, tenants, and other users of the Airport System at levels that would be produced by a reasonably prudent operator of an airport of substantially similar size, use, and activity, with due regard for the interests of the public.

C. County shall use all Revenues in accordance with the Bond Resolution.

ARTICLE 8 - CAPITAL IMPROVEMENTS

8.01 Capital Improvements. The Parties hereto recognize that Capital Improvement Projects to preserve, protect, enhance, expand, or otherwise improve the Airport System, or any portion thereof, may be required during the Term of this Agreement.

8.02 Expenditures Subject to Consideration.

A. County shall notify Airline in writing of its intent to undertake any Capital Improvement Project not excluded from MII consideration pursuant to Section 8.03, which notice shall include the following information associated with the Capital Improvement Project:

1. A description of the proposed Capital Improvement Project, together with cost estimates, scheduling, and any preliminary drawings, if applicable;

2. A statement of the need for the proposed Capital Improvement Project, along with the planned benefits to be derived from such expenditures;

3. County's preferred means of financing or method of paying the costs of the proposed Capital Improvement Project; and

4. The planned allocation of the costs of the Capital Improvement Project to the Airfield Cost Center, Baggage Handling System Cost Center and Terminal Cost Center and the projected impact on Signatory Airline rates, fees and charges.

B. Within thirty (30) days of receipt of County's notice, Airline may request in writing, a meeting with County for the purpose of discussing the proposed Capital Improvement Project. In the event a request is timely delivered to County, County shall set a date and time to meet collectively with the Signatory Airlines for the purposes of discussing the proposed Capital Improvement Project. County agrees to give due consideration to comments and recommendations of the Signatory Airlines with respect to the proposed Capital Improvement Project.

C. County may proceed with a Capital Improvement Project, unless the Signatory Airlines constituting a MII, issue a written notice to County that they are requesting a deferral of the Capital Improvement Project within thirty (30) days of the date of the meeting ("Deferral Notice"), time being of the essence. In the event a timely Deferral Notice is delivered to County and the proposed Capital Improvement Project is reasonably anticipated to be funded with Ten Million Dollars ($10,000,000) or less in Revenues, the proposed Capital Improvement Project will be deferred for a period of twelve (12) months from the date of the Deferral Notice. In the event a timely Deferral Notice is delivered to County and the proposed Capital Improvement Project is reasonably anticipated to be funded with more than Ten Million Dollars ($10,000,000) in Revenues, the proposed Capital Improvement Project will be deferred for a period of twenty-four (24) months from the date of the Deferral Notice. Upon the expiration of the applicable deferral period, County may proceed with the Capital Improvement Project as proposed.

D. County shall have the right to request reconsideration of a deferral of a Capital Improvement Project by the Signatory Airlines constituting a MII, and the deferral may be reversed by the Signatory Airlines constituting a MII at any time.

E. Notwithstanding any provision of this Agreement to the contrary, County may also proceed at any time with any Capital Improvement Project that is not subject to MII consideration hereunder, and with any other planning, construction, improvement or development project that is not defined as a Capital Improvement Project hereunder.

8.03 Capital Improvement Projects Not Subject to Consideration. The following Capital Improvement Projects shall not be subject to consideration by the Signatory Airlines, including Airline, hereunder and shall be permitted to be undertaken by County at any time:

A. Capital Improvement Projects required to ensure compliance with applicable laws or state or federal grant assurance requirements.

B. Capital Improvement Projects necessary to repair casualty damage to Airport property.

C. Capital Improvement Projects for the design, construction, repair, replacement or maintenance of a Special Purpose Facility.

D. Capital Improvement Projects necessary to settle a lawful claim, satisfy a judgment, or comply with a judicial order against County by reason of its ownership, operation, maintenance, or use of the Airport.

E. Capital Improvement Projects of an emergency nature or necessary for the safe operation of the Airport System, as reasonably determined by County.

F. Capital Improvement Projects that will not materially impact Signatory Airline rates, fees or charges hereunder.

G. Capital Improvement Projects necessary to: (a) maintain, restore or rehabilitate existing infrastructure, facilities, or systems to preserve their functional condition, serviceability, or useful life, including replacement when County reasonably determines the existing assets are beyond economical repair or rehabilitation or replacement is more cost effective; and (b) such maintenance, restoration, rehabilitation or replacement is not intended to materially expand capacity or change the intended use of such infrastructure, facilities or systems.

ARTICLE 9 - AIRLINE IMPROVEMENTS

9.01 Installation of Signs/Displays. Airline, at its sole cost and expense, shall have the right to install identification and informational signs regarding Airline's Air Transportation Services on and in Airline's Preferential Use Premises. Signs shall be uniform in size, type and location with those of all other Air Carriers operating at the Airport in accordance with all general standards established by Department. The number, type, size, design and location of all signs shall be subject to the prior written approval of Department, which approval shall not be unreasonably withheld. Airline acknowledges and agrees that Department shall have no obligation whatsoever to approve usage of temporary signage such as banners, placards, or A-frame signs within the public areas of the Airport; the installation of signage or displays within areas of the Airport under the contractual control of others; the installation of advertising signage or displays within the public areas of the Airport; or religious, political or any other displays, decorations or signage unrelated to Airline's Air Transportation Services at the Airport. Department may require the removal of any displays, decorations or signage not approved in advance by Department in accordance with the requirements of this Section. Notwithstanding the foregoing, corporate mark and logo signage installed by Airline on the walls facing the public behind leased ticket counter space and ticket lift shells, if any, shall not be required to be uniform as to type, size and design; provided, however, such signage shall be in accordance with any general standards established by Department and subject to prior written approval of Department, which approval shall not be unreasonably withheld.

9.02 Installation of Equipment.

A. Airline may install, operate and maintain radio communication, meteorological and aerial navigation equipment and facilities within its offices or such other areas within the Airport licensed to Airline for such purposes. All equipment and facilities installed pursuant to this Section shall be in compliance with all applicable laws, rules, regulations and orders.

B. Airline may install, operate and maintain communications systems, computer networking systems, teletype, telephone, interphone, message or pneumatic tubes, conveyor systems and power lines, which are reasonably required by Airline for the provision of its Air Transportation Services, in and between the Preferential Use Premises and Terminal within rights of way designated by County.

C. Airline may install, operate and maintain the equipment provided for in this Section alone or in conjunction with other Air Carriers operating at the Airport pursuant to an agreement with County. Any equipment installed, operated or maintained by Airline pursuant to this Article shall be at Airline's sole cost and expense.

D. Airline shall obtain the prior written approval of County prior to installing or modifying any wireless communication system, which approval shall not be unreasonably withheld.

9.03 Installation of Improvements. Airline shall have the right to construct and install improvements to the Preferential Use Premises as Airline reasonably deems to be necessary for the operation of its Air Transportation Services subject to the terms and conditions of this Agreement. Airline shall obtain prior written approval of County for any improvements to be constructed or installed in the Preferential Use Premises, including associated plans and specifications and construction schedule(s), prior to construction or installation of the improvements, which approval shall not be unreasonably withheld. Airline may also be permitted to construct and install improvements in other areas of the Airport subject to the prior written consent of County, which consent may be granted or withheld in County's sole and absolute discretion. Except as otherwise provided for in this Article, any improvements constructed or installed by Airline shall be at Airline's sole cost and expense.

A. Any work associated with such construction or installation shall not interfere with the operation of the Airport, Terminal or Aircraft Parking Apron, or otherwise unreasonably interfere with the permitted activities of other Airport tenants and users. Within sixty (60) days of substantial completion of improvements by Airline, as evidenced by a certificate of occupancy or completion, Airline shall deliver to County a complete set of as-built drawings (in hardcopy, PDF and Auto CADD formats).

B. Any and all construction or installation shall be: (a) at the sole risk of Airline; (b) in accordance with all applicable federal, state and local codes, laws, the construction standards established by County, and the approved plans and specifications; and (c) shall be subject to inspection by County. Any improvements that are constructed in violation of this Article shall be removed or reconstructed in accordance with the requirements of this Article at Airline's sole cost and expense.

C. Airline may be eligible for reimbursement of all or a portion of its construction costs for improvements constructed pursuant to this Section through Rental Credits against payments due from Airline to County hereunder, subject to the prior written approval of County, which approval may be granted, withheld or conditioned in County's sole and absolute discretion. Rental Credits shall not exceed the actual, necessary costs of construction and shall be calculated and credited in a manner mutually acceptable to County and Airline. In the event Airline desires to be reimbursed for all or a portion of its construction costs pursuant to this Section, Airline shall comply with the following requirements:

1. Prior to the commencement of construction, Airline shall submit a written request to County for approval of the proposed improvements with complete plans and specifications for the improvements to be undertaken by Airline. Airline shall indicate in its written request that it desires to be reimbursed for all or a portion of its construction costs through Rental Credits.

2. Prior to commencement of construction, Airline shall solicit at least three (3) price quotations from qualified construction firms for the construction of the approved improvements. Airline shall select the qualified firm having submitted the lowest quotation for all work for which Airline will be requesting Rental Credits, unless otherwise approved by County in advance, which approval may be granted, withheld or conditioned in County's sole and absolute discretion.

3. Each request for reimbursement through Rental Credits shall be accompanied by documentation reasonably satisfactory to County evidencing the costs incurred by Airline to complete the approved improvements and Airline's compliance with the requirements of this

Section 9.03(C), which documentation shall include evidence that Airline complied with the solicitation requirements set forth in Section 9.03(C)(2), a final cost statement and original invoices and receipts issued by the contractor, vendor or supplier. The final cost statement shall be certified as being true and correct by an authorized employee of Airline.

D. All improvements made by Airline shall be the property of Airline until the expiration or earlier termination of this Agreement, at which time any improvements may, at County's option, become the property of County; provided, however, any trade fixtures, equipment, signs and other personal property of Airline, which are not permanently affixed to the Airline Premises, shall remain the property of Airline, except as otherwise provided in Section 13.05. Removal of or changes to any improvements constructed by Airline under the terms of this Agreement shall require the prior written approval of County, which approval shall not be unreasonably withheld or delayed with respect to Airline's Preferential Use Premises.

9.04 Maintenance of Signs, Equipment and Improvements. Any improvements installed or constructed by Airline pursuant to this Article shall be maintained in accordance with the Maintenance Schedule. In the event the type of improvement to be installed or constructed by Airline is not addressed in the Maintenance Schedule, Airline shall be responsible for maintenance of the improvement unless otherwise agreed to in writing by Department.

9.05 Construction Bonds. Airline shall cause all improvements to be constructed to completion in accordance with the approved plans and specifications and that all Persons performing work or providing materials relating to such improvements including, but not limited to, all contractors, subcontractors, laborers, materialmen, suppliers and professionals, are paid in full for such services and materials. Prior to the commencement of any improvements, the estimated cost of which exceeds One Hundred Fifty Thousand Dollars ($150,000), Airline, at its sole cost and expense, shall cause to be made, executed and delivered to County a bond for the estimated cost of the improvements, drawn in a form and issued by a company reasonably acceptable to County, guaranteeing compliance by Airline of its obligations arising under this Section. County shall be named as a dual obligee on the bond(s). In lieu of the bond required by this Section, Airline may file with County an alternative form of security for the estimated cost of the improvements in the form of cash, a money order, a certified check, a cashier's check, a clean irrevocable letter of credit, or a security of a type listed in Part II of Chapter 625, Florida Statutes; provided, however, the form of the security and company issuing such security, if applicable, shall be subject to the prior written approval of County. Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bond required by this Section. Any such alternative form of security may be reduced by Airline, subject to County's approval, which approval shall not be unreasonably withheld or denied, during the construction of the improvements, but not more than once per month, in an amount equal to the percentage of completion of the improvements multiplied by the original amount of the security.

9.06 Contractor Requirements. Airline shall require contractors to furnish for the benefit of County a public construction bond as required under Section 255.05, Florida Statutes, in a form approved by County. Airline shall require its contractors to name County as a dual obligee on the bond(s). Airline shall also require contractors to furnish satisfactory evidence of statutory Workers' Compensation insurance, comprehensive general liability insurance, comprehensive auto insurance, and physical damage insurance on a Builder's Risk form with the interest of County endorsed thereon, in such amounts and in such manner as the Risk Management Department may reasonably require. The Risk Management

Department may require additional insurance for any alterations or improvements approved hereunder, in such amounts as the Risk Management Department reasonably determines to be necessary.

9.07 No Liens. Airline covenants and agrees that nothing contained in this Agreement shall be construed as consent by County to subject the estate of County to liability under the Construction Lien Law of the State of Florida, it being expressly understood that County's estate shall not be subject to such liability. Airline shall notify any and all Persons performing work for Airline at the Airline Premises or providing materials relating to any improvements made by Airline to the Airline Premises of this provision of this Agreement. If so requested by County, Airline shall file a notice satisfactory to County in the Public Records of Palm Beach County, Florida, stating that County's interest shall not be subject to liens for improvements made by Airline. In the event that a construction lien is filed against the Airline Premises or other County property in connection with any work performed by or on behalf of Airline, Airline shall satisfy such claim, or transfer same to security, within thirty (30) days from the date of filing. In the event that Airline fails to satisfy or transfer such claim within said thirty (30) day period, County may do so and thereafter charge Airline, and Airline shall promptly pay to County upon demand, as additional rent, all costs incurred by County in connection with the satisfaction or transfer of such claim, including reasonable attorney's fees. Further, Airline agrees to indemnify, defend, and save County harmless from and against any damage or loss incurred by County as a result of any such construction lien.

9.08 Title to Improvements. Except as otherwise provided for herein, all fixtures and improvements that are constructed or placed upon the Airline Premises, excluding furnishings, equipment and trade fixtures, shall become the absolute property of County upon termination or expiration of this Agreement and County shall have every right, title, and interest therein, free and clear of any liens, mortgages or encumbrances. Notwithstanding the foregoing, all fixtures and improvements that are constructed or placed upon the Airline Premises for which Airline is entitled to receive Rental Credits pursuant to this Article, shall become the absolute property of County upon installation and County shall have every right, title, and interest therein, free and clear of any liens, mortgages or encumbrances. Upon the request of County, Airline shall provide County with a bill of sale or other evidence of the transfer of ownership of improvements pursuant to this Section together with evidence satisfactory to County that the improvements are free from liens, mortgages and other encumbrances. In the event Airline receives Rental Credits for the installation or construction of an improvement pursuant to this Article, Airline agrees to assign any warranties applicable to such improvements to County or require that such warranties be made in favor of County. The provisions of this Section shall survive the expiration or termination of this Agreement.

ARTICLE 10 - DAMAGE OR DESTRUCTION

10.01 Minor Damage. If any portion of the Airline Premises, or adjacent facilities directly and substantially affecting the use of the Airline Premises, shall be partially damaged by fire or other casualty, but such damage does not render the Airline Premises untenantable, as reasonably determined by County, County shall repair the damaged portion of the Airline Premises as soon as reasonably practicable under the circumstances, subject to the limitations set forth in this Article. No abatement in the fees and charges payable hereunder shall be provided to Airline so long as the Airline Premises remains tenantable and County is actively pursuing repairs to the affected Airline Premises.

10.02 Substantial Damage. If any portion of the Airline Premises, or adjacent facilities directly and substantially affecting the use of the Airline Premises, shall be so extensively damaged by fire or other casualty as to render any portion of the Airline Premises untenantable, but capable of being repaired, as reasonably determined by County, County shall use Commercially Reasonable Efforts to repair the untenantable portion(s) of the Airline Premises subject to the limitations set forth in this Article. In such case, any fees and charges payable hereunder with respect to the portion of the Airline Premises rendered untenantable by the casualty shall be paid up to the time of such damage, and shall thereafter be abated equitably in direct proportion as the part and type of the Airline Premises rendered untenantable bears to the total Airline Premises until such time as the untenantable portion of the Airline Premises shall be repaired adequately, as reasonably determined by County and Airline, for use by Airline. To the extent available, County shall provide Airline with alternate facilities to continue its operations while repairs are being completed, at a rate not to exceed that provided herein for space comparable to that portion of the Airline Premises that was rendered untenantable.

10.03 Destruction.

A. If any portion of the Airline Premises, or adjacent facilities directly and substantially affecting the use of the Airline Premises, shall be damaged by fire or other casualty, and is so extensively damaged as to render any portion of the Airline Premises not economically feasible to repair, as reasonably determined by County, County shall notify Airline within a period of ninety (90) days after the date of such damage of its decision whether or not to repair the untenantable portion(s) of Airline Premises or adjacent facilities ("Election Notice"); provided, however, County shall be under no obligation to Airline to repair the untenantable Airline Premises or adjacent facilities. The fees and charges payable hereunder with respect to the untenantable portion of the Airline Premises shall be paid up to the time of such damage and thereafter shall abate until such time as the repaired or replacement Airline Premises, if any, shall be available for use by Airline. Any reconstruction or repairs by County shall be subject to the limitations of this Article.

B. In the event County elects to repair the untenantable portion(s) of the Airline Premises, the Parties shall meet within sixty (60) days of the Election Notice to coordinate and agree upon a reasonable schedule for repairs. To the extent replacement space is available, County shall provide Airline with replacement space to continue its operations hereunder while repairs are being completed at a rate not to exceed that provided for herein for comparable space.

C. In the event County elects not to repair the untenantable portion(s) of the Airline Premises, the license granted to Airline to use the untenantable portion(s) of the Airline Premises shall be terminated, and the Parties shall meet within sixty (60) days of the Election Notice to discuss the ways and means to permanently provide Airline with adequate space to replace the untenantable portion(s) of the Airline Premises. In event the Parties reach agreement regarding the provision of replacement space, the Parties agree to amend this Agreement to reflect the modified Airline Premises. If the Parties are unable to reach an agreement regarding the provision of replacement space, and the remaining tenantable portion of Airline Premises is not sufficient to permit Airline to maintain its current operations at the Airport, Airline may terminate this Agreement upon prior written notice to County, provided that such notice must be given no less than sixty (60) days after the date of County and Airline's meeting to discuss the provision of replacement space.

D. In the event the Terminal, Airport or substantially all of the Airline Premises is so extensively damaged to render the Terminal, Airport or Airline Premises not economically feasible to repair, as reasonably determined by County, and replacement space is not available, then either Party may terminate this Agreement upon thirty (30) days' prior written notice to the other Party.

10.04 Damage Caused by Airline. Notwithstanding any provision of this Agreement to the contrary, in the event the Airline Premises is damaged or destroyed due to the willful act, omission, or negligence of an Airline Party, there shall be no abatement of the fees and charges payable hereunder during the repair or replacement period, and Airline shall not have the option to terminate this Agreement. To the extent that the costs of the repairs exceed the amount of any insurance proceeds paid to County by reason of such damage or destruction, Airline shall pay to County the amount of County's cost to repair, replace or reconstruct the Airline Premises less the amount of insurance proceeds paid to County or Airline may, at its option, repair, replace or reconstruct the Airline Premises to the reasonable satisfaction of County.

10.05 Insurance Proceeds. Airline shall use the insurance proceeds received by Airline by reason of damage or destruction of the Airline Premises, if any, to pay for the cost of repairing any improvements made by Airline to the Airline Premises. If the amount of the insurance proceeds received by Airline is in excess of the costs of repair, such excess amount shall be retained by Airline.

10.06 County's Obligation. County's obligations to repair or reconstruct under the provisions of this Article shall be limited to repairing or reconstructing damaged facilities to substantially the same condition that existed prior to any improvements made by Airline and shall further be limited to the extent of insurance proceeds available to County for such repair or reconstruction. County shall in no way be responsible for the repair or replacement of any equipment, furnishings, trade fixtures, signs or other personal property damaged or destroyed by fire or other casualty, unless such damage was caused by the willful act, omission, or negligence of County or a County Party. In the event County or Airline elects to repair or reconstruct the Airline Premises as provided for in this Article, Airline, at its sole cost and expense, shall use Commercially Reasonable Efforts to reconstruct or replace the improvements installed by Airline in or about the Airline Premises in a manner and in a condition at least equal to that which existed prior to its damage or destruction. Nothing in this Article shall be construed as providing for an abatement of any fees or charges that are based upon Airline's activity at the Airport, including, but not limited to, Landing Fees, Environmental Operating Fees, Concourse A Fees and Federal Inspection Services Facility Fees.

ARTICLE 11 - INDEMNIFICATION

Except as provided in Section 12.02 and Article 22, Airline shall protect, defend, reimburse, indemnify and hold each of the County Parties free and harmless at all times from and against any and all liability, losses, expenses, costs, suits, claims, judgments, fines and damages (including reasonable attorney fees at trial and appellate levels) and causes of action of every kind and character (hereinafter collectively referred to as, "Damages"), in which a County Party is named or joined, arising out of the performance or nonperformance of this Agreement by Airline or the use or occupancy of the Airline Premises, a License Area or Airport by an Airline Party, including, but not limited to, those arising by reason of any damage to property or bodily injury (including death) incurred or sustained by any Party hereto, any agent or employee of any Party hereto, any third party, and/or any other Person whomsoever, or arising out of or in connection with the condition of the Preferential Use Premises, an Airline Party's acts, omissions or operations at the Airport, or the performance or nonperformance of Airline services at the Airport by an Airline Party; provided, however, Airline shall not be responsible for Damages that are determined by a court of competent jurisdiction to be attributable to the negligence or willful misconduct of a County Party or a direct result of a breach of this Agreement by County. Nothing herein shall be deemed to abrogate Airline's common law or statutory rights to contribution from County for liability legally established as attributable to County's negligence. The obligations arising under this Article shall survive the expiration or termination of this Agreement. The environmental indemnity provided in Section 21.05 shall apply to Damages arising by reason of any damage to the environment.

ARTICLE 12 - INSURANCE

12.01 Insurance Requirements. In addition to such insurance as may be required by law or regulation, Airline, at its sole cost and expense, shall maintain in full force and effect throughout the Term of this Agreement and any extension thereof, the insurance coverages, limits and endorsements required herein. Neither the requirements contained in this Article, nor County's review or acceptance of insurance, shall in any manner limit or qualify the liabilities and obligations assumed by Airline hereunder.

A. Aircraft Liability Insurance. Airline shall maintain Aircraft Liability Insurance with respect of all aircraft owned, leased or operated by Airline, including Passenger, Bodily Injury (including death) and Property Damage Liability in a Combined Single Limit Amount of not less than One Hundred Million Dollars ($100,000,000) Each Occurrence.

B. Business Automobile Liability Insurance. Airline shall maintain Business Automobile Liability Insurance covering all Owned, Hired, and Non-Owned Vehicles used on the Airport in an amount of not less than One Million Dollars ($1,000,000) Combined Single Limit Each Occurrence for Bodily Injury (including death) and Property Damage Liability; provided, however, that if the scope and conduct of Airline's operations under this Agreement require vehicle access to the aircraft operations area, Airline shall maintain Business Automobile Liability Insurance in an amount of not less than Five Million Dollars ($5,000,000) Combined Single Limit Each Occurrence for Bodily Injury (including death) and Property Damage Liability. Notwithstanding the foregoing, if the scope and conduct of Airline's operations under this Agreement do not involve the operation, ownership or use of any vehicle, then this requirement shall include automobile liability for Hired & Non-Owned vehicles only.

C. Aviation Liability/Commercial General Liability Insurance. Airline shall maintain Aviation Liability/Commercial General Liability Insurance at limits of not less than: (a) Fifty Million Dollars ($50,000,000) in the event Airline is operating aircraft with fifty (50) seats or less, or (b) One Hundred Million Dollars ($100,000,000) in the event Airline is operating aircraft with more than fifty (50) seats each with a Combined Single Limit Each Occurrence, subject to sub-limits and annual aggregates, where applicable, for Personal Injury (Twenty Five Million Dollar ($25,000,000) sub-limit for Personal Injury to non-passengers), Bodily Injury (including death) and Property Damage and shall include, but not be limited to, Premises and Operations, Personal Injury, Products and Completed Operations, Contractual Liability. In the event Airline is authorized to serve alcoholic beverages on the Airport, Airline shall provide an endorsement to the Airline Liability/Commercial General Liability Insurance or separate coverage for Liquor Liability in an amount not less than One Million Dollars ($1,000,000) per occurrence.

D. Pollution Liability/Environmental Impairment Liability. Airline shall maintain Pollution Liability or equivalent Environmental Impairment Liability at a minimum limit of not less than Five Million Dollars ($5,000,000) per occurrence providing coverage for damages including, without limitation, third-party liability, clean-up, corrective action, including assessment, remediation and defense costs. Airline may satisfy this requirement through self-insurance. Airline's self-insurance shall be evidenced by written certification on Airline's company letterhead, executed by an authorized officer or Airline's Risk Management Department, confirming Airline maintains self-insurance for Pollution Liability/Environmental Impairment Liability with limits of not less than Five Million Dollars ($5,000,000) per occurrence and has the financial ability to respond to covered claims.

E. Workers' Compensation Insurance. Airline shall maintain Workers' Compensation Insurance applying to all employees for Statutory Limits in compliance with Chapter 440, Florida Statutes and applicable federal laws. Coverage shall include Employer's Liability with minimum limits of One Million Dollars ($1,000,000) Each Accident, One Million Dollars ($1,000,000) Disease Policy Limit, and One Million Dollars ($1,000,000) Disease Each Employee. In the event Airline subcontracts any portion of the work or services under this Agreement to another party, Airline shall be responsible for ensuring its subcontractors maintain Workers' Compensation and Employer's Liability Insurance.

12.02 Waiver of Subrogation. County and Airline hereby mutually waive any and all rights of recovery against the other Party arising out of damage or destruction of the Airport, Airline Premises or any other property from causes included under any property insurance policies to the extent such damage or destruction is covered by the proceeds of such policies but only to the extent that the insurance policies then in force permit such waiver. When required by an insurer, or if a policy condition will not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, Airline shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. The foregoing requirements shall not apply to any policy that specifically prohibits such an endorsement or voids coverage if Airline enters into such an agreement on a pre-lossbasis.

12.03 Additional Insured. Airline shall endorse County as "Additional Insured" on all liability policies, with the exception of Workers' Compensation/Employer's Liability, to the extent of Airline's contractual obligations hereunder. The "Additional Insured" endorsements shall provide coverage on a primary basis. The "Additional Insured" endorsement shall read: "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, and Employees", or as otherwise specified by County's Risk Management Department. The status of the Palm Beach County Board of County Commissioners, its officers and employees, and any other party as an Additional Insured under Airline's insurance policies shall not afford any such Additional Insured coverage for claims that arise by reason of the willful misconduct or negligence of the Additional Insured.

12.04 Certificate of Insurance. Airline shall deliver to County or County's designated contractor certificate(s) of insurance, evidencing the coverages and amounts required hereunder prior to the Effective Date. The certificate(s) of insurance shall clearly state that Palm Beach County is an "Additional Insured" as required herein. Certificate(s) of insurance shall also endeavor to provide thirty (30) days' written notice to County prior to cancellation (ten (10) days for nonpayment of premium) or non-renewal of coverage. The Certificate Holder address shall read: "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, and Employees, c/o Department of Airports, 846 Airport Center Drive, West Palm Beach, FL 33406 (e-mail: properties@pbc.gov)", or as otherwise approved or modified by County. Notwithstanding any provision of this Agreement to the contrary, Airline's failure to maintain all insurance policies required herein shall constitute an Event of Default of this Agreement by Airline, entitling County to exercise any remedies available to it under this Agreement, at law and in equity, including the right to terminate this Agreement in accordance with Article 13. County may modify the endorsement language required pursuant to this Article upon written notice to Airline.

12.05 Claims-Made Liability. When any of Airline's liability insurance policies is provided under a Claims-Made Liability form, Airline agrees to the following additional special conditions:

A. The Certificate of Insurance issued to County shall clearly indicate whether the Claims-Made Liability form applies, include the retroactive date of coverage and indicate if the limits are subject to annual aggregate. If aggregate limits apply, Airline shall maintain aggregate limits that are commercially reasonable and consistent with the structure of Airline's overall insurance program, and in no event less than the minimum levels required under Sections 12.01(A)–(D) above. For purposes of this Section, "commercially reasonable" aggregate limits means aggregate limits that are consistent with the aggregate limits customarily maintained by similarly situated Air Carriers operating at comparable airports in the United States. Aggregate limits shall not be deemed commercially reasonable if they materially reduce County's protection below levels normally accepted in the industry.

B. Airline may satisfy the intent of this Section by maintaining continuous Claims-Made coverage with an uninterrupted retroactive date, including upon renewal, replacement, or modification of such policies, without the need to purchase a Supplemental Extended Reporting Period endorsement.

C. Airline shall purchase a Supplemental Extended Reporting Period of not less than three (3) years only if its Claims-Made coverage is canceled, non-renewed, or otherwise discontinued and not replaced with substantially equivalent Claims-Made coverage that maintains the same or earlier retroactive date.

D. All insurance policies required hereunder may include a reasonable deductible or self-insured retention, unless otherwise stated or limited. Deductible or retention levels shall be subject to County's review and approval. When requested, Airline shall submit its most recent financial statement to justify a particular deductible or self-insured retention amount.

12.06 Umbrella Liability Insurance or Excess Liability Insurance. Umbrella or Excess Liability Insurance may be used to reach the limits of liability required for the Airline Liability Policy, Aircraft Liability Policy and Business Automobile Policy.

12.07 Right to Review. County, by and through its Risk Management Department in cooperation with the Department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements; provided, however, any modifications to required policies of insurance shall be consistent with the limits established by other comparable airports within the United States and shall be available in the commercial market. For insurance coverage to be deemed unavailable in the commercial market, Airline shall provide written documentation reasonably acceptable to County demonstrating that Airline made diligent, good-faith efforts to obtain such coverage from multiple reputable insurers or brokers, and that such insurers or brokers either declined to offer the coverage or offered it only on terms that are commercially unreasonable. All insurance shall be issued by responsible insurance companies, which may be Airline's captive, deemed to be reasonably acceptable to County. County may reject any insurer or self-insurance plan providing coverage because of poor financial condition or failure to operate legally. In the event County elects to modify coverage required hereunder or rejects any insurer or self-insurance plan pursuant to this Section, Airline shall provide updated certificate(s) of insurance to County evidencing the replacement coverage within thirty (30) days of receipt of written notice from County. Airline shall be responsible for any premium revisions as a result of any such reasonable adjustment. The acceptance of delivery to County of any certificate(s) of insurance evidencing the insurance coverages and limits required under this Agreement shall not constitute approval or acceptance by County that the insurance requirements have been met.

12.08 Invalidation of Policies. Airline shall not knowingly use or permit the use of the Airline Premises or any License Area for any purpose which would invalidate any policies of insurance, now existing or hereafter written on the Airline Premises or Airport for County or Airline. In the event Airline's acts or failure to act shall cause cancellation of any policy, then Airline shall immediately, prior to notification by County, take such action as is necessary to reinstate or replace the required insurance.

12.09 Deductibles, Coinsurance & Self-Insured Retention. Airline shall be fully and solely responsible for any deductible, coinsurance penalty or self-insured retention, including any losses, damages or expenses not covered due to an exhaustion of limits or failure to comply with the policy.

12.10 No Representation of Coverage Adequacy. Airline acknowledges the limits, coverages and endorsements required by this Article are intended to minimize liability for County. Airline agrees that it will not rely upon the requirements of this Article when assessing the extent or determining appropriate types or limits of insurance coverage to protect Airline against any loss exposures, whether as a result of this Agreement or otherwise.

ARTICLE 13 - EXPIRATION, DEFAULTS, REMEDIES AND TERMINATION

13.01 Expiration/Termination. This Agreement shall terminate at the end of the Term, unless terminated earlier in accordance with the provisions of this Agreement. County may elect to terminate this Agreement in the event Airline vacates or abandons the Airline Premises for a period of more than ninety (90) consecutive days, without prior written consent of County, which consent may be granted or withheld in County's sole and absolute discretion.

13.02 Default. The occurrence of any one or more of the following events shall constitute a material default and breach of this Agreement by Airline ("Event of Default"):

A. The failure by Airline to pay any amounts, fees or charges payable hereunder, including, but not limited to, any Shortfall Payment, as and when due, where such failure shall continue for a period of fifteen (15) days after receipt of written notice thereof from County to Airline.

B. The failure by Airline to observe or perform any of the covenants, conditions or provisions of this Agreement to be observed or performed by Airline, where such failure continues for a period of thirty (30) days after receipt of written notice thereof from County to Airline, provided, however, that if the nature of Airline's default is such that more than thirty (30) days are reasonably required for its cure, then Airline shall not be deemed to be in default if Airline commences such cure within such thirty (30) day period and thereafter diligently pursues such cure to completion. Nothing contained in this subsection shall be deemed to alter or affect the cure period for performance of any covenant, condition or provision for which a specific time period is provided elsewhere in this Agreement.

C. To the extent permitted by law: (a) the making by Airline or any guarantor hereof of any general assignment, or general arrangement for the benefit of creditors; (b) the filing by or against Airline of a petition to have Airline adjudged bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy [unless, in the case of a petition filed against Airline, the same is dismissed within sixty (60) days]; (c) the appointment of a trustee, custodian or receiver to take possession of substantially all of Airline's assets located at the Airline Premises or of Airline's interest in this Agreement, where possession is not restored to Airline within thirty (30) days; or (d) the attachment, execution or other judicial seizures of substantially all of Airline's assets located at the Airline Premises or of Airline's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

D. The discovery by County that any material information given to County by Airline relating to this Agreement was false, and Airline knew such information to be false at the time it was given to County.

E. The failure of Airline to provide evidence of, and to keep in full force and effect, Contract Security in accordance with Section 6.07, if required to be maintained by Airline, or insurance coverage in accordance with Article 12.

F. The failure of Airline to remit PFCs within the time frame required by 14 CFR Part 158 where such failure continues for a period of sixty (60) days after receipt of written notice thereof from County to Airline.

13.03 Remedies. In the event of an Event of Default by Airline, County may, at any time thereafter, without limiting any other right or remedy available at law or in equity, elect to exercise any one or more of the following remedies:

A. Terminate Airline's license to use the Airline Premises by any lawful means and reenter and retake possession of the Airline Premises. Upon termination, all fees, charges and other sums then due and owing shall be immediately due and payable and County may accelerate and declare immediately due the unpaid portion of the Minimum Annual Commitment and any other amounts that would have become due during the remainder of the Term ("Accelerated Amount").

B. Draw upon any Contract Security or other security posted by or for Airline to satisfy any unpaid fees, charges, Shortfall Payments, Accelerated Amount, or other amounts due under this Agreement. County's right to draw on such Contract Security is in addition to, and not in lieu of, any other remedy available to County.

C. Retain any Settlement Amount, Revenue Sharing or other amounts otherwise payable to Airline and apply such amounts to any past due or outstanding fees, charges or other obligations of Airline under this Agreement.

D. Stand by and do nothing, holding Airline liable for the fees and charges as they come due without accelerating other amounts, reserving County's right to pursue collection of such amounts as they accrue.

E. Set off or withhold any amounts due to Airline from County against any amounts owed by Airline to County under this Agreement or any other agreement between Airline and County, subject to applicable law.

F. Pursue any other remedy now or hereafter available to County under the laws and judicial decisions of the State of Florida, including injunctive relief, specific performance, and actions for Damages. County shall be entitled to recover from Airline all reasonable costs of collection, including attorneys' fees, court costs, and expenses incurred in enforcing County's rights under this Agreement.

Notwithstanding the foregoing, in the event Airline commits an Event of Default, and at the same time or thereafter renounces this Agreement in its entirety, County shall have the right to bring an action to recover its Damages. County's recoverable Damages shall include, without limitation, the following: (a) all amounts due County hereunder plus interest as provided for herein; (b) the unpaid portion of the Minimum Annual Commitment for the remainder of the Term, which may be accelerated and declared immediately due; (c) any Shortfall Payments; (d) reasonable costs of collection, including attorneys' fees and court costs; and (e) other direct Damages resulting from Airline's renunciation of this Agreement.

13.04 Termination by Airline. Airline may terminate this Agreement, if Airline is not in default of this Agreement (including, but not limited to, its payments to County hereunder) beyond any applicable notice and cure period by giving County sixty (60) days' advance written notice to be served as hereinafter provided, upon or after the happening of any one of the following events:

A. The issuance by any court of competent jurisdiction of an injunction in any way preventing the use of the Airport for Airport purposes or a substantial part of the Airline Premises, which injunction remains, or would remain, in full force for a period of at least ninety (90) days.

B. The default by County in the performance of any covenant or agreement herein required to be performed by County and the failure of County to remedy such default for a period of thirty (30) days after receipt from Airline of written notice to remedy same; provided, however, that no notice of termination, as provided herein, shall be of any force or effect if County shall have remedied the default prior to receipt of Airline's notice of termination; or in the event the same cannot be cured within such thirty (30) day period and County has commenced such cure within such 30-day period and thereafter diligently pursues the same until completion.

C. The lawful assumption by the United States Government or any authorized agency thereof, of the operation, control, or use of the Airport and facilities, or any substantial part or parts thereof, in a manner which substantially restricts, or is scheduled to substantially restrict, the operation of Airline, for a period of at least ninety (90) days.

D. The rights of termination described above shall be in addition to any other rights of termination provided in this Agreement and in addition to any rights and remedies that the Airline would have at law or in equity consequent to any breach of this Agreement by County, and the exercise by Airline of any right of termination shall be without prejudice to any other such rights and remedies.

13.05 Surrender of Premises. Airline expressly agrees that it shall promptly surrender the Airline Premises and License Area(s) to County in good and fit condition, except as to those portions of the Airline Premises and License Area(s) that County is responsible for maintaining or repairing hereunder, upon expiration or earlier termination of this Agreement, depreciation and wear from ordinary use for the purpose for which the Airline Premises and License Area(s) were licensed and casualty that is not the responsibility of an Airline Party being excepted. All repairs and obligations for which Airline is responsible shall be completed by the earliest practical date but in no event later than ten (10) Business Days after the date of the expiration or termination. Airline shall remove all of its personal property from the Airline Premises and License Area(s) in accordance with the requirements of Section 13.06. County may require Airline to return the Airline Premises and License Area(s) free and clear of some or all improvements made by Airline, at Airline's sole cost and expense; provided that County has notified Airline that County may require removal of such improvements as a part of County's approval pursuant to Section 9.03. Notwithstanding the foregoing, the aforementioned notification shall only be required for improvements made by Airline during the Term of this Agreement. In such event, County shall provide written notification to Airline of its election to require removal of improvements and, to the extent possible, County shall notify Airline at least sixty (60) days prior to the effective date of such expiration or earlier termination. Airline shall have sixty (60) days from date of County's notice within which to remove the improvements. In the event Airline fails to timely remove the improvements or restore the Airline Premises or License Area(s) to good and fit condition as provided above, County may remove the improvements and restore the Airline Premises or Licensed Area at Airline's sole cost and expense. Airline shall reimburse County for County's direct labor and material removal and restoration costs plus a twenty-five percent (25%) administrative overhead within thirty (30) days of the date of County's invoice. Airline's obligation to reimburse County for removal of improvements pursuant to this Section shall survive the expiration or earlier termination of this Agreement until County has received full reimbursement. County agrees that it shall not require removal of any improvements constructed or installed hereunder if Airline has entered into a new agreement with County substantially similar to this Agreement, which will become effective upon the expiration or earlier termination of this Agreement; provided that the improvements are in good condition and repair and will be located within the Airline Premises or License Areas of Airline under the new agreement.

13.06 Removal of Personal Property.

A. Airline shall not abandon any personal property at the Airport without the written consent of County, which consent may be granted or withheld in County's sole and absolute discretion. Any property owned by County that is damaged by or as a result of the removal of property owned by Airline shall be restored by Airline to the condition existing before such damage, at Airline's sole cost and expense. In the event Airline fails to timely restore the damaged property, County may restore the damaged property at Airline's sole cost and expense. Airline shall reimburse County for County's direct labor and material restoration costs plus a twenty-five percent (25%) administrative overhead within thirty (30) days of the date of County's invoice.

B. Any personal property of Airline not removed in accordance with this Section, at the option of County, may be removed and placed in storage by County at the sole cost of Airline, or may become the property of County, all at no cost to County. In the event County does not elect to take ownership of the property, it may dispose of same by either public or private sale and retain the proceeds thereof. Any costs of removal and disposition not covered by such proceeds shall be borne by Airline.

13.07 Holdover. In the event Airline fails to surrender possession of the Airline Premises, License Area or any portion thereof, after the expiration or earlier termination of this Agreement, any such holding over shall be construed as a tenancy from month-to-month, and Airline shall continue to pay to County, for so long as Airline shall remain in possession thereof, all fees and charges payable by Airline hereunder. Department, in its sole and absolute discretion, may require Airline to pay such fees and charges at the then current non-signatory airline rates during such period if Airline holds over without the prior written consent of Department, which consent may be granted or withheld in Department's sole and absolute discretion. Airline shall not be considered a Signatory Airline during any holdover period and shall not be entitled to the rights or privileges granted a Signatory Airline hereunder, unless such holdover is with the prior written consent of Department, which consent may be granted or withheld in Department's sole and absolute discretion. The foregoing provisions shall not serve as permission for Airline to holdover, nor serve to extend the Term of this Agreement; provided, however, Airline acknowledges and agrees that, Airline shall remain bound to comply with all the provisions of this Agreement during any holdover period until Airline vacates the Airline Premises or License Area or enters into a new agreement with County.

Airline shall indemnify and hold County and the County Parties harmless from any Damages arising out of such unauthorized possession by Airline. Airline's obligations under this Section shall survive the expiration or earlier termination of this Agreement. Nothing in this Section shall be deemed to waive any legal remedies County may have against Airline and County shall be entitled to exercise any and all available legal remedies for Airline's failure to surrender the Airline Premises or any License Area upon the expiration or earlier termination of this Agreement.

ARTICLE 14 – ASSIGNMENT, SUBLICENSING AND HANDLING AGREEMENTS

14.01 Assignment by Airline. Except as otherwise provided for herein, Airline shall not in any manner assign, transfer, mortgage, pledge, encumber, hypothecate or otherwise convey an interest in this Agreement, or any portion of the Airline Premises or License Area, without the prior written consent of County ("Assignment"), which consent may be granted or withheld in County's sole and absolute discretion. Notwithstanding the foregoing, the consent of County shall not be withheld for an Assignment of this Agreement in its entirety where all or substantially all of the assets of Airline are acquired by another entity by reason of a merger or consolidation or where the Assignment will be in favor of a corporation controlling, controlled by or under common control with Airline; provided that the successor entity agrees to assume all obligations of Airline hereunder and to comply with terms and conditions set forth in this Agreement. Airline further agrees to provide County with such documentation relating to the merger or consolidation of Airline and the successor entity as County requires in its reasonable discretion. County shall provide Airline with prior written notice of any assignment or transfer of County's interest in this Agreement or the Airport System.

14.02 Sublicensing by Airline. Airline shall not grant a sublicense authorizing a third party to use the Airline Premises, any License Area, or any portion thereof, without the prior written consent of County, which consent shall not be unreasonably withheld or delayed. Except in cases of accommodation by Airline of marketing, alliance or regional partners, the Parties agree that County may withhold its consent if County has substantially similar space available that is not under the contractual control of another or if County can make such space available for use within a reasonable period of time. In the event County gives its consent to such sublicense and County has substantially similar space available that is not under the contractual control of another or if County can make such space available for use within a reasonable period of time, Airline acknowledges and agrees that its sublicensee shall be required to pay to County the Base Per Use Gate/Holdroom Charge for use of Airline's gate and the Base Per Use Ticket Counter Charge for use of Airline's ticket counter, which shall be reported by Airline in the monthly Activity Report. Use of the Preferential Use Premises, any License Area, or any portion thereof, by any Person other than Airline or its General Aeronautical Service Providers or Affiliates shall be deemed to be a "sublicense" for purposes of this Agreement. For avoidance of doubt, use of the Airline Premises by Affiliates and General Aeronautical Service Providers of Airline shall not be subject to the provisions of this Section.

14.03 Assignment and Sublicensing Documents.

A. In the event Airline requests permission to enter into an Assignment or sublicense, the request shall be accompanied by a copy of the proposed agreement. The portion of the Airline Premises to be sublicensed and the amount to be charged shall be specified for sublicenses, and the consideration and Parties in interest shall be specified in a request for Assignment. Airline shall promptly provide any other information reasonably requested by County pertaining to the sublicense or Assignment. Airline shall deliver a fully executed copy of such agreement to County no later than thirty (30) days prior to the occupancy of the Airline Premises, or any portion thereof, by the sublicensee or assignee.

B. In the event of a sublicense in which the fees and charges for the sublicensed premises exceed the fees and charges payable by Airline for the sublicensed premises pursuant to this Agreement, Airline shall pay to County the excess of the fees and charges received from the sublicensee over that specified to be paid by Airline herein; provided, however, that Airline may charge a reasonable fee for administrative costs in an amount not to exceed twenty-five percent (25%) of the specified sublicense fee, which fee shall not be considered excess fees and charges. Airline shall also have the right to charge a reasonable fee to others for the use of Airline's capital equipment and to charge for use of utilities and other services being paid for by Airline.

14.04 Handling Agreements. In the event Airline agrees to ground handle any portion of the operations of another Scheduled Air Carrier (excluding Affiliates), Airline shall provide County advance written notice of such proposed handling services, including a description of the type and extent of services to be provided. Notwithstanding the foregoing, Airline shall not ground handle another Scheduled Air Carrier without the prior written consent of County if such Scheduled Air Carrier does not have a validly executed operating agreement with County, which consent may be granted or withheld in County's sole and absolute discretion.

14.05 General.

A. No Assignment or sublicense agreement shall release Airline from its obligations hereunder, including, but not limited to, the obligation to pay the fees and charges provided herein.

B. This Article shall be applicable to licenses and any other arrangements by which a third party may obtain any benefits of Airline's rights and privileges hereunder; provided, however, for purposes of clarification and not by way of limitation, this Article is not intended to apply to Affiliates or a Person using the Airline Premises or License Area to provide services to Airline. Notwithstanding the foregoing, subject to County's prior written consent, other Air Carriers having prior arrangements with Airline may use the Airline Premises or License Area on a temporary basis pursuant to and in accordance with the provisions of this Article.

C. This Article shall be construed to include a prohibition against any assignment, mortgage, pledge, encumbrance or sublicense by operation of law, legal process, receivership, bankruptcy or otherwise, whether voluntary or involuntary.

ARTICLE 15 - AVAILABILITY OF ADEQUATE FACILITIES

15.01 Assignment of Preferential Use Gates. County shall provide Airline with the opportunity to use one (1) or more gates on a Preferential Use basis subject to availability; provided, however, County may, in its sole and absolute discretion, decline to offer, or to continue to offer, any gate on a Preferential Use basis to Airline that does not satisfy the Gate Utilization Standard or if County determines that the gate is needed for operational reasons, including, but not limited to, operational efficiency, safety, emergency response, irregular operations, or common-use requirements. Except where necessary for safety, security or emergency response, County's exercise of its rights under this Section shall not materially impair Airline's ability to conduct its scheduled operations at the Airport. County's determination under this paragraph shall be made in good faith and shall be final and binding.

15.02 Recapture of Preferential Use Gates.

A. County may, in its sole discretion, recapture any gate located within the Airline's Preferential Use Premises if the Airline's gate utilization falls below the Gate Utilization Standard.

B. Prior to recapture, County shall deliver written notice to the Airline specifying (a) the gate(s) proposed for recapture, (b) data demonstrating Airline's failure to meet the Gate Utilization Standard, and (c) the effective date of the proposed recapture.

C. Upon receipt of County's written notice, Airline shall have ninety (90) days to increase utilization at the affected gate(s) to meet or exceed the Gate Utilization Standard. During the ninety (90) day period, Airline shall retain its Preferential Use rights for the affected gate(s).

D. If, at the conclusion of the ninety (90) day period, Airline continues to fall below the Gate Utilization Standard for the affected gate(s), County may, in its sole discretion, revoke the Airline's Preferential Use right for such gate(s) and either (a) convert the gate(s) to common-use, or (b) reassign the gate(s) to another Air Carrier satisfying the Gate Utilization Standard. Revocation or conversion shall not relieve the Airline of any other obligations under this Agreement.

E. County shall not exercise its recapture right where Airline's shortfall is caused by events outside Airline's reasonable control, including, but not limited to, acts of God, government action, airspace restrictions, labor disputes not caused by the Airline, or other bona fide irregular operations, provided the Airline timely documents such events to County. Nothing in this Section shall limit County's right to manage gate assignments for operational efficiency, safety, or emergency response. County's exercise of recapture, conversion, or reassignment shall not constitute a waiver of any other rights or remedies available to County under this Agreement or applicable law.

15.03 Accommodation of Air Carriers.

A. Airline shall, subject to the terms of this Section, accommodate the temporary use of its Preferential Use gate(s) by another Air Carrier when requested by County for operational reasons and another suitable is not available for use by such Air Carrier as reasonably determined by County. Operational reasons for the requested accommodation may include, but are not limited to, irregular operations, emergency response, safety, construction, or other operational exigencies. For purposes of this subsection, "suitable gate" means a gate that can reasonably accommodate the requesting Air Carrier's aircraft type, scheduled operation, and necessary support services, as determined in good faith by the County.

B. Except in cases of emergency or immediate operational necessity, County shall provide Airline with reasonable written notice of the requested accommodation, specifying the gate, the identity of the Air Carrier to be accommodated, the proposed dates and times of use, and the operational reason for the request. County shall use Commercially Reasonable Efforts to provide at least forty-eight (48) hours' advance notice.

C. The Parties acknowledge and agree that accommodation shall be for the shortest practicable duration necessary to address the operational need. Unless otherwise agreed in writing, no single accommodation shall exceed thirty (30) consecutive days, and cumulative accommodations shall not unreasonably interfere with the Airline's scheduled operations or its ability to meet the Gate Utilization Standard.

D. Airline, the accommodated Air Carrier, and County shall coordinate in good faith regarding ramp access, ground handling, passenger boarding, baggage handling, and other operational matters to ensure safe and efficient use of the gate during the accommodation period. The accommodated Air Carrier shall comply with all applicable Airport Rules and Regulations and Operating Procedures and Airline's reasonable operational requirements while using Airline's Preferential Use gate. County shall coordinate with Airline in an effort to minimize disruption to the Airline's operations. Notwithstanding the foregoing, Airline shall not be obligated to modify its scheduled operations to accommodate the Air Carrier.

E. When Airline accommodates another Air Carrier's use of Airline's Preferential gate at County's request, Airline shall be entitled to Rental Credit in an amount equal to the Base Per Use Gate/Holdroom Charge (as provided in the Rate and Fee Schedule) for each such accommodation, excluding common use equipment charges. Rental Credit amounts due Airline shall be determined by County using Department's operational records and shall be issued within thirty (30) days after the end of the month in which they are earned. Airline shall have no right to apply or use any Rental Credit until County has issued a corresponding credit memo. County shall provide Airline copies of such operational records used to determine Rental Credit due Airline hereunder, if any, upon thirty (30) days' prior written request by Airline.

F. Temporary accommodation under this Section shall not constitute a waiver, termination, or diminution of the Airline's Preferential Use rights, except to the extent County exercises its recapture rights under this Agreement. Repeated or prolonged accommodation shall not, by themselves, create any permanent right in favor of the accommodated Air Carrier.

G. Notwithstanding any other provision of this Agreement to the contrary, County may immediately require accommodation of another carrier at the Airline's Preferential Use gate without prior notice where necessary for safety, security, or emergency response. County shall notify Airline as soon as practicable following such emergency accommodation and shall make reasonable efforts to restore the Airline's use as soon as operationally feasible.

H. The Parties acknowledge and agree County's determination that accommodation is necessary for operational reasons shall be given deference, provided it is exercised in good faith and not arbitrarily or capriciously.

15.04 Accommodation of Airline. Airline shall have the same accommodation rights under this Article as any other Air Carrier using the Airport, subject to this Agreement's procedures and availability.

15.05 Indemnification Obligations. During the period of use of Airline's facilities by an Air Carrier at County's request or direction pursuant to this Article, Airline shall be relieved of its obligations under this Agreement to indemnify and save harmless the County Parties with regard to any claim for Damages or personal injury arising out of or in connection with the accommodated Air Carrier's use of the Airline Premises except to the extent such damage or personal injury is caused by the willful misconduct or negligence of any Airline Party.

15.06 Relocation. To optimize passenger flow, reduce congestion, or minimize the need for new construction, County may request that Airline relocate its operations to alternate areas within the Terminal. Any such request shall be made in writing and shall describe the proposed relocation area and the operational reasons for the request. Subject to the terms and conditions of this Agreement and Airline's consent to the proposed relocation, Airline shall be eligible for reimbursement of its reasonable and necessary relocation costs, as approved in writing by County, in the form of Rental Credits or direct payment at County's election. Reimbursable relocation costs may include moving expenses, construction and tenant improvement costs, signage, rewiring, telecommunications, and other costs reasonably incidental to the relocation. Prior to relocation, Airline shall submit a written proposal to County that: (a) itemizes the anticipated relocation costs; (b) includes plans, specifications, and cost estimates for any construction or tenant improvements; and (c) identifies the proposed relocation schedule. Airline shall use Commercially Reasonable Efforts to minimize relocation costs. County may require competitive quotes or bids for any work included in the relocation proposal. County's approval of reimbursable costs shall not be unreasonably withheld, conditioned, or delayed. Reimbursement shall be made only upon submission by Airline of documentation reasonably satisfactory to County evidencing the actual costs incurred, including the documentation listed in Section 9.03(C)(3). County may audit invoices and supporting documentation related to the relocation. Reimbursement shall be limited to costs approved in writing by County. Nothing in this Section obligates County to displace existing tenants or to undertake work that would violate existing leases, applicable law, or safety and operational requirements.

15.07 Reservation of Rights. Nothing in this Article limits County's right to manage gate assignments or otherwise allocate Terminal space for operational efficiency, safety, or emergency response. County's exercise of any recapture, conversion, reassignment, or similar right shall not constitute a waiver of any other rights or remedies available to County under this Agreement or applicable law.

ARTICLE 16 – AIRPORT EQUIPMENT

16.01 Mobile Lift Devices. This provision is intended to satisfy the federal boarding assistance requirements of 14 CFR Part 382 and 49 CFR Part 27, as each may be amended, and to memorialize the Parties' allocation of responsibilities for Lift Devices. If a passenger boarding level-entry loading bridge is not available, County shall make available to Airline, on a nonexclusive basis, a Lift Device for the sole purpose of loading and unloading passengers from aircraft owned or operated by Airline and its Affiliates at the Airport, subject to availability and the terms of this Article. Use of a Lift Device shall be by reservation or on such other terms as County reasonably establishes. County may adopt reasonable nondiscriminatory operating rules for scheduling, priority, and safety. County shall give Airline reasonable advance notice of any planned unavailability. Airline and County shall retain records necessary to demonstrate compliance with applicable federal regulations and this Agreement. County shall have the right to audit documentation related to use, maintenance, repairs, and costs associated with Lift Devices. To the extent any provision of this Article conflicts with mandatory federal requirements under 14 CFR Part 382 or 49 CFR Part 27, the federal requirement shall control, and the Parties shall promptly amend this Agreement to conform to such requirement.

16.02 Airport Equipment. During the Term of this Agreement, the Parties acknowledge and agree that Airline Parties may use Airport Equipment. Airline agrees to pay County all applicable fees and charges established in accordance with the provisions of this Agreement for use of such equipment.

16.03 Training. Airline agrees that any Airline Party utilizing Airport Equipment for, or on behalf of, Airline shall be trained in the proper use and operation of the Equipment and shall attend all training sessions as to the proper use of the Equipment as may be provided by County or its representatives. County may require proof of training or certification prior to permitting operation of Airport Equipment by any Airline Party.

16.04 Maintenance of Airport Equipment.

A. County agrees to maintain the Airport Equipment in proper working condition subject to the terms and conditions of this Agreement.

B. Each Airline Party shall inspect Airport Equipment prior to each use to ensure that it is operating properly. If at any time any Airline Party becomes aware of the need for maintenance or repairs to the Airport Equipment, the Airline Party shall promptly notify County in writing of the nature of the maintenance and repairs required and shall refrain from using the Airport Equipment until such time as the repairs or maintenance have been completed. Airline's right to use the Airport Equipment may be suspended during the period in which repairs or maintenance of the Airport Equipment is being made depending on the nature of the repair or maintenance required.

C. Each Airline Party shall promptly notify County if: (a) Airport Equipment is damaged in any way while in the Airline Party's possession; or (b) the Airport Equipment is lost or stolen while in an Airline Party's possession. In the event the Airport Equipment, or any part thereof, is damaged while in the possession of an Airline Party due to the willful misconduct or negligence of an Airline Party, Airline shall pay County for the cost of the repairs to the Airport Equipment within thirty (30) days of the date of County's invoice or have Airport Equipment repaired to the condition it was in prior to its damage within a timeframe approved by County. In the event the Airport Equipment is destroyed, lost, stolen, damaged beyond repair or otherwise rendered unfit for use while in the possession of an Airline Party due to the willful misconduct or negligence of the Airline Party, Airline shall pay County on demand the replacement value of the Airport Equipment within thirty (30) days of the date of County's invoice.

D. Airline acknowledges and agrees that County may establish, in its discretion, reasonable nondiscriminatory fees and charges for the use and maintenance of Airport Equipment, which are not specifically listed in the Rate and Fee Schedule.

16.05 Disclaimer of Liability. Airline acknowledges that County is not the manufacturer of any Airport Equipment or the dealer in similar property and has not made and does not make any representation, warranty or covenant, express or implied, with respect to the condition, quality, durability, suitability or merchantability of any Airport Equipment. County shall not be liable to any Airline Party for any loss or damage caused or alleged to be caused directly or indirectly by the Airport Equipment by any inadequacy thereof or defect therein or by any incident in connection therewith, except to the extent caused by the negligence or willful misconduct of a County Party.

ARTICLE 17 - SUBORDINATION AND SAVINGS CLAUSE

17.01 Subordination.

A. This Agreement and all rights granted to Airline hereunder are expressly subordinated and subject to the lien and provisions of the pledge, transfer, hypothecation, or assignment made by County in the Bond Resolution, and County and Airline agree that to the extent permitted by authorizing legislation, the holders of the Bonds or their designated representative may exercise any and all rights of County hereunder to the extent such possession, enjoyment and exercise are necessary to ensure compliance by Airline and County with the terms and provisions of this Agreement and Bond Resolution. In the event of a conflict between this Agreement and the Bond Resolution, the terms of the Bond Resolution shall prevail. County agrees to provide Airline with prior written notice of any future change to the Bond Resolution that will materially alter Airline's obligations hereunder.

B. This Agreement shall be subject and subordinate to all the terms and conditions of any instrument and documents under which County acquired the land or improvements thereon, of which the Property are a part, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Airline understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement between County and the United States of America, the State of Florida or any of their respective agencies, the execution of which has been or may be required as a condition precedent to the expenditure of state or federal funds, including, without limitation, grant agreements and associated assurances, (hereinafter collectively referred to as "Grant Obligations"). The Grant Obligations shall be considered incorporated into this Agreement by reference, including any amendments or modifications thereto. Notwithstanding any provision of this Agreement to the contrary, Airline agrees it shall comply with all Grant Obligations applicable to Airline by virtue of this Agreement. County agrees to provide Airline with written notice of any new or amended Grant Obligations, which modify Airline's obligations hereunder. In the event of conflict between any provision of this Agreement and the Grant Obligations, the Parties acknowledge and agree the provisions of the Grant Obligations shall prevail.

ARTICLE 18 - NONDISCRIMINATION

18.01 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, Airline warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

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

ARTICLE 19 - NONEXCLUSIVE RIGHTS

Notwithstanding anything herein contained, the rights, privileges and licenses granted under this Agreement are nonexclusive and County reserves the right to grant similar but no greater privileges to other Air Carriers. Notwithstanding any provision of this Agreement to the contrary, including, but not limited to, the use of the terms "rent" or "rentals", Airline acknowledges that the Airline Premises are being made available for Airline's use hereunder on a license basis and nothing herein shall be deemed to grant Airline any title, leasehold interest or estate in the Airline Premises.

ARTICLE 20 - GOVERNMENTAL RESTRICTIONS

20.01 Avigation Rights. County reserves unto itself, its successors, and assigns for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Airport, including the Airline Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used, for navigation of, or flight in the said airspace for landing on and taking off from the Airport.

20.02 Height Limitation. Airline expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Airline Premises to such a height so as to comply with Federal Aviation Regulations, Part 77, as such may be amended or superseded from time to time.

20.03 County Tax Assessment Right. None of the terms, covenants and conditions of this Agreement shall in any way be construed as a release or waiver on the part of County, as a political subdivision of the State of Florida, or any public officials of the County of Palm Beach, of the right to assess, levy, and collect any license, personal, intangible, occupation, or other tax of general application which shall be lawfully imposed on the business or property of Airline.

20.04 Governmental Review. Airline acknowledges that this Agreement is subject to review or inspection by the United States government and the State of Florida and their respective agencies and departments, including, but not limited to, the FAA, to determine satisfactory compliance with state and federal law and/or PFC and grant assurance requirements. Airline agrees that this Agreement shall be in full force and effect and binding upon both Parties pending such review or inspection; provided, however, that upon such review or inspection the Parties agree to modify any of the terms of this Agreement that are determined by the United States government or the State of Florida or any of their respective agencies or departments to be in violation of or inconsistent with any state or federal law and/or PFC or grant assurance requirement.

20.05 Federal Right to Reclaim. In the event a United States governmental agency shall demand and take over the entire facilities of the Airport or the portion thereof wherein the Airline Premises are located, for public purposes, then this Agreement shall thereupon terminate, and County and Airline shall be released and fully discharged from any and all liability hereunder. This Article shall not act or be construed as a waiver of any rights Airline may have against the United States as a result of such taking.

ARTICLE 21 - LAWS, REGULATIONS, PERMITS, TAXES AND COMPLIANCE

21.01 General.

A. Airline agrees that throughout the Term of this Agreement, each Airline shall at all times shall comply with, and require all Airline Parties to comply with, all applicable federal, state and local laws, statutes, regulations, rules, rulings, orders, ordinances and directives of any kind or nature, as now or hereafter amended, applicable to Airline's activities at the Airport, including, but not limited to, FAA Advisory Circulars, Airport Rules and Regulations, Environmental Laws and Operating Procedures. Airline agrees to cooperate in good faith with any investigation, audit, or inquiry by County regarding any federal or state regulatory action or investigation, which is against County, but arises out of an Airline Party's activities.

B. Airline agrees that it shall require appropriate managers, supervisors, and employees of Airline Parties to attend such training and instructional programs as County may, from time to time reasonably require, in connection with the Airport Rules and Regulations and policies and procedures related to certification of the Airport under Title 14, Part 139 of the Code of Federal Regulations, as now or hereafter amended.

21.02 Permits and Licenses. Airline agrees that it shall, at its sole cost and expense, obtain, maintain current, and fully comply with, any and all applicable permits, licenses and other governmental authorizations, as may be required by law, any federal, state or local governmental entity, or any court of law having jurisdiction over Airline or Airline's operations and activities, for any activity of Airline conducted on the Airline Premises and/or Airport. Upon the written request of County, Airline shall provide to Department certified copies of any and all permits and licenses.

21.03 Air and Safety Regulation. Airline agrees that Airline shall conduct its, and require Airline Parties to conduct their, operations and activities under this Agreement in a safe manner, shall comply with all applicable safety standards imposed by federal, state and local laws and regulations and shall require the observance thereof by all employees, contractors, business invitees and all other Persons transacting business with or for Airline resulting from, or in any way related to, the conduct of Air Transportation Services on the Airline Premises. Airline shall procure and maintain such fire prevention and extinguishing devices as required by law, including applicable County orders and codes, and shall at all times be familiar and comply with the fire regulations and orders of County and the fire control agency with jurisdiction at the Airport. Airline agrees that neither Airline nor any employee or contractor or any Person working for or on behalf of Airline, shall require any personnel engaged in the performance of Airline's Air Transportation Services to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health or safety, as determined by standards adopted pursuant to the Occupational Safety and Health Act of 1970, as same may be amended from time to time, as well as all state and local laws, regulations, and orders relative to occupational safety and health. Upon Airline's written request, County shall provide Airline with copies of all documents and reports in County's possession identifying the existence or presence of Hazardous Substances within or impacting the Airline Premises, if any, including, but not limited to, asbestos and lead-based paint survey reports.

21.04 Assumption of Liability. Airline shall be liable for and hereby expressly assumes all responsibility for the cost of all citations, fines, penalties, environmental controls, monitoring, clean up, disposal, restoration and corrective measures resulting from the improper handling, storage and/or disposal at the Airport by any Airline Party of any Hazardous Substances in violation of applicable Environmental Laws. Airline agrees to cooperate in good faith with any investigation, audit or inquiry by County regarding any regulatory enforcement action or investigation against County, which arises from an Airline Party's activities. Airline shall provide any notice of non-compliance or violation or other notice of enforcement action against an Airline Party related in any way to its activities at the Airport to County as soon as reasonably practicable, but no later than fourteen (14) days of receipt by Airline. Airline's obligations under this Section shall survive the expiration or earlier termination of this Agreement.

21.05 Environmental Indemnification. Airline hereby expressly agrees to indemnify and hold each of the County Parties harmless from and against any and all Damages, including reasonable fees and costs of consultants, experts, contractors and laboratories reasonably incurred in connection with the indemnified incident, to the extent the Damages arise from, or result out of, any act or omission of an Airline Party in connection with the Airline Party's use of the Airport, resulting in a violation of, or non-compliance with, Environmental Laws, subject to the limitations hereinafter provided. Such indemnification includes, without limitation, corrective actions to assess, abate, remediate, and implement corrective measures and/or monitor environmental conditions, but only to the extent necessary to return the affected property to compliance with applicable Environmental Laws and to allow its continued use for the same purposes for which it was used immediately prior to the violation of, or non-compliance with, Environmental Laws; provided, however, Airline shall not be responsible to County for any Damages determined by a court of competent jurisdiction to be attributable to the negligence, willful misconduct, or other actions or inactions of a County Party or an unrelated third party resulting in the violation of, or non-compliance with, Environmental Laws, or that are a direct result of a breach of this Agreement by County resulting in a violation of, or non-compliance with, Environmental Laws. Airline's obligations under this Section shall survive expiration or earlier termination of this Agreement. The environmental indemnity provided in this Section shall apply to Damages arising by reason of any damage to the environment.

21.06 Environmental Considerations.

A. If Airline and/or an Airline Party is deemed to be a generator of hazardous waste (as defined by Environmental Laws) in connection with its use of the Airport, Airline will obtain, if required by applicable Environmental Laws, a generator identification number and the appropriate generator permit from the government agency with jurisdiction and will comply with all applicable Environmental Laws in connection with its use of the Airport, including, but not limited to, ensuring that the transportation, storage, handling, and disposal of such hazardous wastes are conducted in full compliance with Environmental Laws.

B. If required by applicable Environmental Laws, Airline agrees to provide to County within fourteen (14) days after County's request, copies of all hazardous waste permit applications, permits, monitoring reports, transportation, records, storage and disposal plans, safety data sheets and waste disposal manifests prepared by Airline or issued by a governmental authority to Airline in connection with Airline's use of Airport in the form such records are kept in accordance with applicable Environmental Laws. In the event any records provided to County pursuant to this subsection by Airline would be considered confidential or exempt from Florida Public Records Law, Airline shall prominently identify the record(s) that contain Confidential Information, including the specific statutory exemption(s). Except as otherwise required by law or a court of competent jurisdiction, County shall not release Confidential Information to a third party unless Airline has consented to such release in writing. In the event a third party submits a request to County for the release of records that Airline has identified as containing Confidential Information, County shall notify Airline in writing that it has received the request upon receipt of the request and whether County intends to release such records based upon a determination by County that the records are not exempt from disclosure so that Airline can immediately seek a court order or other relief preventing County from releasing Confidential Information. Airline shall protect, defend, reimburse, indemnify and hold the County Parties free and harmless at all times from and against any and all Damages relating to the non-disclosure of any Confidential Information in response to a records request by a third party to the extent County has reasonably relied on Airline's identification of such records as Confidential Information.

C. Upon the expiration or earlier termination of this Agreement, Airline shall dispose of all of Airline's hazardous wastes and containers of hazardous waste at the Airport in compliance with Environmental Laws. Upon request by County, copies of all waste manifests for shipments of such wastes will be provided to County within sixty (60) days following the expiration or earlier termination of this Agreement.

D. Nothing in this Article will be construed to make Airline liable in any way for any environmental contamination or release of Hazardous Substances, affecting Airport that occurred prior to Airline's entry upon or operations at the Airport or that occurred as a result of the actions or inaction of County or its employees, agents, contractors or anyone else other than Airline or its employees, agents or contractors at the Airport.

E. Nothing in this Article will be construed to make Airline liable in any way for any environmental contamination or release of Hazardous Substances affecting Airport or Airline Premises that occurs by reason of the migration or flow of contamination onto Airport or Airline Premises from a site located off the Airport or off the Airline Premises that is not attributable to Airline's activities at the Airport.

F. To the extent a release of Hazardous Substances affecting the Airport or the Airline Premises is caused by Airline or an Airline Party, Airline shall, at its sole cost, promptly implement all corrective measures and remediation required under applicable Environmental Laws. All such work shall be performed by qualified contractors in accordance with the requirements of any governmental agency having jurisdiction over the Airport and all applicable Environmental Laws and shall achieve compliance with all applicable Environmental Laws necessary to permit the continued use of the affected property for the same purposes for which it was used immediately prior to the release. County reserves the right to review and approve all remediation plans and reports to verify Airline's compliance with this Section, which approval will not be unreasonably withheld.

G. Airline acknowledges that certain properties within Airport or on County-owned land are subject to stormwater rules and regulations. Airline agrees to comply with, and cause each Airline Party to comply with, all applicable stormwater rules and regulations, and, if applicable, Airline agrees in connection with Airline's operations on Airport with the following:

   1. The Parties acknowledge that close cooperation is necessary to ensure compliance with any stormwater discharge permit terms and conditions, as well as to ensure safety and to minimize the cost of compliance. County agrees to notify Airline in advance of any proposed changes to the stormwater permit or County's Stormwater Pollution Prevention Plan applicable to the Airport affecting Airline's activities or operations hereunder. Airline acknowledges further that it may be necessary to undertake actions to minimize the exposure of stormwater to "significant materials" (as such term may be defined by applicable stormwater rules and regulations) generated, stored, handled, or otherwise used by Airline

or an Airline Party in connection with Airline's activities or operations at the Airport by implementing and maintaining "best management practices" (as such term may be defined in applicable stormwater rules and regulations).

2. Airline shall comply with, and cause each Airline Party to comply with, any stormwater discharge permit requirements applicable to Airline. If applicable to Airline's operations at the Airport and required under applicable Environmental Law, Airline and/or each Airline Party shall submit a separate Notice of Intent to use the State of Florida Multi-Sector Generic Permit for Stormwater Discharge Associated with Industrial Activity to the Florida Department of Environmental Protection with a copy to County. Airline shall comply with all applicable stormwater requirements, including, but not limited to: certification of non-stormwater discharges; County's Stormwater Pollution Prevention Plan or similar plans; implementation of best management practices (as such term may be defined in applicable stormwater rules and regulations); and maintenance and submittal of records required by County's Stormwater Pollution Prevention Plan. In complying with such requirements, Airline will observe, and cause each Airline Party to observe, applicable deadlines set by the regulatory agency that has jurisdiction over the permit. Airline agrees to undertake, at its sole expense, those applicable stormwater permit requirements for which it has received written notice from the regulatory agency and that apply to Airline's operations at the Airport.

21.07 Emergency Coordinator. Airline agrees that an emergency contact and phone number for Airline shall be furnished to County, County's Risk Management Department - Safety Division, and to all appropriate governmental entities having jurisdiction thereof, to serve as Airline's point of contact in case of any spill, leak, or other emergency situation involving hazardous, toxic, flammable, and/or other pollutant/contaminated materials at the Airport.

21.08 Security. Airline acknowledges and accepts full responsibility for the security and protection of Airline's Preferential Use Premises and for the prevention of unauthorized access to the Airline's Preferential Use Premises. Airline agrees to comply with, and to ensure each Airline Party complies with, all applicable laws, rules, regulations and directives of County, PBSO, the Department of Homeland Security and all other governmental entities that now or may hereafter have jurisdiction over security of the Airport. Airline acknowledges and agrees that County shall have no responsibility for the security or protection of any Airline Party's inventory, equipment and facilities now existing or hereafter placed within or installed upon the Airline Premises or any other location on the Airport. Airline fully understands that the police security protection provided by County at the Airport is limited to that provided to any other business situated in Palm Beach County by PBSO, and expressly acknowledges that any special security measures deemed necessary or desirable by Airline for additional protection of the Airline Premises and improvements constructed thereon shall be the sole responsibility of Airline and shall involve no cost to County. Airline further expressly acknowledges and accepts responsibility to maintain the security of the Airfield from or through the Airline Premises to the aircraft operations area (except when such premises is being used by another Air Carrier pursuant to an accommodation) and hereby agrees to fully comply with, and ensure Airline Parties comply with, all federal, state and local laws and Operating Procedures regulating security at the Airport, as now or hereafter amended, including, but not limited to, 49 CFR 1542 and Airport Security Program. If an Airline Party shall fail or refuse to comply with the aforementioned security requirements and such non-compliance results in a monetary penalty being assessed against County, Airline shall be responsible for the costs thereof and shall reimburse County in the full amount of any such monetary penalty.

21.09 Payment of Taxes. Airline shall pay any and all taxes and other costs lawfully assessed against its interest in the Airline Premises, the improvements, whether owned by Airline or County, personal property or its operations under this Agreement including, but not limited to, tangible, intangible, sales and ad valorem taxes, general or special assessments. In the event this Agreement or Airline's use of the Airline Premises renders the Airline Premises subject to ad valorem real property taxes or similar impositions imposed by any government entity, Airline shall be responsible for and pay the same prior to delinquency. Airline shall have the right to contest the amount or validity of any tax or assessment payable by it by appropriate legal proceedings, but this shall not be deemed or construed in any way as relieving, modifying, or extending Airline's covenants to pay any such tax or assessment, unless the legal proceedings shall operate to prevent the collection of the tax or assessment. Upon termination of such legal proceedings, Airline shall pay the amount of any such tax or assessment, or part thereof, as finally determined in such proceedings, the payment of which may have been deferred during the prosecution thereof, together with any costs, fees, interest, penalties, or other liabilities in connection therewith.

21.10 Compliance by Other Tenants. County shall, whenever possible, make reasonable efforts to obtain uniform compliance with the Airport Rules and Regulations and Operating Procedures; however, County shall not be liable to Airline for any violation of or failure to observe the Airport Rules and Regulations or Operating Procedures by any Airport user, tenant, concessionaire or Air Carrier or their officers, agents, or employees. County shall only be liable to Airline to the extent such violation or failure is directly caused by a County Party and results in actual damage to Airline.

ARTICLE 22 - DISCLAIMER OF LIABILITY

COUNTY HEREBY DISCLAIMS, AND AIRLINE HEREBY RELEASES COUNTY, FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NUISANCE), FOR ANY LOSS, DAMAGE, OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY AIRLINE DURING THE TERM OF THIS AGREEMENT OR ANY EXTENSION THEREOF INCLUDING, BUT NOT LIMITED TO, LOSS, DAMAGE OR INJURY TO THE IMPROVEMENTS OR PERSONAL PROPERTY OF AN AIRLINE PARTY THAT MIGHT BE LOCATED OR STORED ON THE AIRLINE PREMISES, EXCEPT TO THE EXTENT THAT SUCH LOSS, DAMAGE OR INJURY IS CAUSED BY COUNTY'S NEGLIGENCE OR WILLFUL MISCONDUCT, BREACH OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR THAT OF A COUNTY PARTY. THE PARTIES HERETO EXPRESSLY AGREE THAT UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE, AND NUISANCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR ANY OTHER DAMAGE RELATED TO THE LEASING OF THE PREMISES PURSUANT TO THIS AGREEMENT. AIRLINE ACKNOWLEDGES AND AGREES THAT COUNTY HAS MADE NO WARRANTIES OR REPRESENTATIONS REGARDING THE AIRPORT, THE AIRLINE PREMISES, OR THIS AGREEMENT AND AIRLINE HAS CONDUCTED ITS OWN DUE DILIGENCE AND ENTERS INTO THIS AGREEMENT AT ITS SOLE RISK.

ARTICLE 23 - GENERAL PROVISIONS

23.01 Clear Title. County covenants that at the granting and delivery of this Agreement, it has the right and authority to license the same as herein set forth, subject to all matters, exceptions and encumbrances of record of any kind, including easements.

23.02 Relationship of Parties. Airline, or any successor in interest to this Agreement, is and shall be deemed to be an independent contractor and operator and shall be responsible to all parties for its respective acts or omissions, and County shall in no way be responsible therefor. All Persons engaged by Airline in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to Airline's sole direction, supervision and control. Airline shall exercise control over the means and manner in which it and its employees perform the work, and in all respects Airline's relationship and the relationship of its employees to County shall be that of independent contractors and not as employees or agents of County.

23.03 County Not Liable. Except as provided for in this Agreement, County shall not be under any duty or obligation to Airline to repair or maintain the Airline Premises, any License Area, nor any portion thereof, or any facilities or equipment constructed thereon. County shall not be responsible or liable to any Airline Party for any claims for compensation for any Damages or injury sustained by an Airline Party caused by natural physical conditions on the Airport, whether on the surface or underground, including stability, moving, shifting, settlement of ground, or displacement of materials by fire, water, windstorm, tornado, act of God, or state of war, civilian commotion or riot, or any cause beyond the control of County, or resulting from failure of any water supply, heat, air conditioning, electrical power, or sewerage or drainage facility except to the extent such loss, damage or injury was caused by the negligence or willful misconduct of any County Party. County shall not be liable for any damage to, or loss of said personal property, except to the extent that said damage or loss resulted from the negligence or willful misconduct of any County Party.

23.04 Authorized Uses Only. Notwithstanding anything to the contrary herein, Airline shall not use or permit the use of the Airline Premises, any License Area or the Airport by any Airline Party for any illegal or improper purpose or for any purpose which would invalidate any policies of insurance, now existing or hereafter written on the Airline Premises, License Area or the Airport for County or Airline.

23.05 Quiet Enjoyment. County covenants that so long as Airline timely pays all fees and charges due hereunder, and fully and faithfully performs all of its obligations as provided herein, and otherwise is not in default of any of the terms and conditions of this Agreement, Airline shall peacefully and quietly have, hold and enjoy the Airline Premises and any License Area, free from any eviction or unauthorized interference by County or any County Party during the Term hereof.

23.06 Time of Essence. The Parties expressly agree that time is of the essence in this Agreement and the failure by a Party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of the other Party without liability, in addition to any other rights or remedies, relieve the other Party of any obligation to accept such performance.

23.07 Non-Exclusivity of Remedies. No remedy herein conferred upon any Party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

23.08 No Recording. Neither this Agreement, nor any memorandum or short form hereof, shall be recorded in the Public Records of Palm Beach County, Florida.

23.09 No Third-Party Beneficiaries. No provision of this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any Person that is not a Party to this Agreement, including, but not limited to, any citizen or employees of County and/or Airline.

23.10 Annual Budgetary Funding. Nothing in this Agreement shall obligate County, during any Fiscal Year, to expend money or incur any liability that involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such Fiscal Year. County's obligations under this Agreement, which involve the expenditure of money, shall be subject to annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners. In the event County is unable to satisfy its obligations under this Agreement, due to a lack of annual budgetary funding and appropriations resulting in a default by County hereunder, Airline shall have the right to terminate this Agreement upon prior written notice to County.

23.11 Incorporation by References. Exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Agreement by such reference.

23.12 Operation of Airport. Airline expressly agrees for itself, its sublessees, successors and assigns, to prevent any use of the Airline Premises which would interfere with or adversely affect the operation, maintenance or development of the Airport, or otherwise constitute an Airport hazard.

23.13 Agent for Service. It is expressly understood and agreed that if Airline is not a resident of the State of Florida, or is an association or partnership without a member or partner resident of said State, or is a foreign corporation not licensed to do business in Florida, then in any such event, Airline shall appoint an agent within the state of Florida for the purpose of service of process, in any court action between Airline and County, arising out of or based upon this Agreement. Airline shall immediately notify County, in writing, of the name and address of said agent. The service shall be made as provided by the laws of the State of Florida for service upon persons or entities having a registered agent in the state of Florida. It is further expressly agreed, covenanted, and stipulated that, as an alternative method of service of process, should Airline fail to appoint said agent, or fail to notify County of the name and address of said agent as aforesaid, Airline may be personally served with such process out of this State by the registered mailing of such complaint and process to Airline at the address set forth in Section 23.21.

23.14 No Individual Liability. No elected official, member, officer, agent, director, or employee of County or Airline shall be charged personally, or held contractually liable by or to the other Party, under the terms or provisions of this Agreement, or because of any breach thereof, or because of its or their execution or attempted execution.

23.15 Governmental Authority. Nothing in this Agreement shall be construed to waive or limit County's governmental authority as a political subdivision of the State of Florida to regulate Airline or its operations. County's obligations under this Agreement are made in a proprietary capacity rather than in a governmental capacity and such agreements shall not be construed as limiting, prohibiting or eliminating the obligation of the Parties to comply with all applicable rules, regulations, ordinances, statutes and laws, nor alter or impair County's governmental functions, including, but not limited to, County's right to lawfully exercise its regulatory authority over the development of the Airline Premises, nor as enabling, permitting, or creating any cause of action or claim arising out of the lawful exercise of County's governmental authority.

23.16 Rights Reserved to County. All rights not specifically granted to Airline by this Agreement are reserved to County.

23.17 Severability. The invalidity of any portion, article, paragraph, provision, clause, or any portion thereof of this Agreement shall have no effect upon the validity of any other part or portion hereof.

23.18 Venue. To the extent allowed by law, the venue for any action arising from this Agreement shall be in a state or federal court of competent jurisdiction in Palm Beach County, Florida.

23.19 Governing Law. This Agreement shall be governed by and in accordance with the laws of the State of Florida. Provided, however, that nothing contained in this Agreement is intended, nor shall be construed, as a waiver by either Party of any right to assert any claim or defense, or raise any issue in any context or forum including, but not limited to, a court or administrative forum, regarding the preemption by federal law, including but not limited to the Airline Deregulation Act (49 U.S.C. § 41713), of any state or local law or ordinance, or the Airport Rules and Regulations.

23.20 Consents and Approvals. Whenever this Agreement calls for an approval, consent, authorization, notice or other action by Department or County, such approval, consent, authorization, notice or other action may be provided or performed by Department, on behalf of County, by and through the Department Director. In the event this Agreement is silent as to the standard for any consent or approval contemplated hereunder, the standard shall be the implied standard of reasonableness. In the event this Agreement is silent as to the specific timeframe for any consent or approval to which the implied standard of reasonableness applies, such consent or approval shall not be unreasonably delayed.

23.21 Notices.

A. All notices and elections (collectively, "notices") to be given or delivered by or to any Party hereunder, shall be in writing and shall be (as elected by the Party giving such notice) hand delivered by messenger, courier service or overnight mail, or alternatively, shall be delivered by United States Postal Service certified mail, with return receipt requested. Notice shall be deemed to have been given and received as follows: (a) if by hand delivery, upon the date of delivery; (b) if mailed, upon the date the return receipt is signed or delivery is refused, or upon the date that the notice has been designated as non-deliverable by the postal authorities, as the case may be; or (c) if by courier service or overnight mail, upon the date shown on the receipt as the date of actual delivery. The Parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such Party:

To County:

Palm Beach County Department of Airports
Attn: Airport Director
846 Airport Center Drive
West Palm Beach, Florida 33406

With a copy to:
Palm Beach County Attorney's Office
Attn: Airport Attorney
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401

To Airline:

____
____
____
____

Any Party may from time to time change the address to which notice under this Agreement shall be given such Party, upon three (3) days' prior written notice to the other Party.

B. Any information, documentation or reports required to be submitted electronically to County hereunder, including, but not limited to the Activity Report, shall be delivered electronically to County to such e-mail addresses designated by County in writing. County may change the e-mail address or form of delivery that the aforementioned information, documentation or reports are required to be delivered to upon ten (10) days' prior written notice to Airline.

23.22 Construction. No Party shall be considered the author of this Agreement since the Parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one Party as opposed to the other Party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof, shall be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

23.23 Paragraph Headings. The headings of the various Articles and Sections of this Agreement, and its Table of Contents, 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 Agreement or any part or parts of this Agreement.

23.24 Binding Effect. The terms, conditions, and covenants of this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their successors, assigns, and sublicensees, if any. This provision shall not constitute a waiver of any conditions against assignment or subletting.

23.25 Excusable Delays. Except as otherwise provided in this Agreement, neither County nor Airline shall be deemed to be in default hereunder if either Party is prevented from performing any of the obligations, other than the payment of fees and charges hereunder, by reason of strikes, boycotts, labor disputes, embargoes, shortages of energy or materials, acts of God, acts of the public enemy, acts of superior governmental authority, terrorism, weather conditions, riots, rebellion, or sabotage, or any other circumstances for which it is not responsible or which are not within its control.

23.26 Public Entity Crimes. As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, Airline certifies that Airline has not, and to the best of Airline's knowledge, without having conducted any special investigation, its affiliates, who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the effective date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

23.27 Scrutinized Companies.

A. As provided in Section 287.135, Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance hereof, Airline certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to Section 215.4725, Florida Statutes, as may be amended. Pursuant to Section 287.135(3)(b), Florida Statutes, as may be amended, if Airline is found to have been placed on the Scrutinized Companies that Boycott

Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of County.

B. When contract value is greater than One Million Dollars ($1,000,000): As provided in Section 287.135, Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance hereof, Airline certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Terrorism Sectors List created pursuant to Section 215.473, Florida Statutes, as may be amended, or is engaged in business operations in Cuba or Syria. Pursuant to section 287.135(3)(a), Florida Statutes, as may be amended, if Airline is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or been engaged in business operations in Cuba or Syria, or has been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, this Agreement may be terminated at the option of the County.

C. If County determines, using credible information available to the public, that a false certification has been submitted by Airline, this Agreement may be terminated and a civil penalty equal to the greater of Two Million Dollars ($2,000,000) or twice the amount of this Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes, as may be amended. This certification must also be submitted at the time of Agreement renewal, if applicable.

23.28 Disclosure of Foreign Gifts and Contracts with Foreign Countries of Concern. Pursuant to Section 286.101, Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, Airline certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of Fifty Thousand Dollars ($50,000) or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

23.29 Human Trafficking Affidavit. Airline warrants and represents that it does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Airline has executed Exhibit "H", Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

23.30 Entirety of Agreement. The Parties agree that this Agreement sets forth the entire agreement between the Parties, and there are no promises or understandings other than those stated herein. Except as otherwise provided in this Agreement, none of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered except by written instrument executed by the Parties hereto.

23.31 No Broker. Airline represents and warrants that Airline has not dealt with any real estate salesperson, agent, finder or broker in connection with this Agreement and further agrees to indemnify, defend and hold harmless County from and against any claims or demands of any such salesperson, agent, finder or broker claiming to have dealt with Airline. The foregoing indemnification shall include all costs, expenses and fees, including reasonable attorney's fees at trial and all appellate levels, expended or incurred in the defense of any such claim or demand.

23.32 Office of the Inspector General. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of Airline, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

23.33 Radon. 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 and radon testing may be obtained from County's public health unit.

23.34 Digital Accessibility Compliance. Airline acknowledges that County is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. Airline 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 under this Agreement 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, including, but not limited to, PDFs, reports, forms, presentations, and other public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery. Airline shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Agreement. Upon request, Airline shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by County to be noncompliant, Airline shall promptly remediate the noncompliance at no additional cost to County and within a timeframe specified by County. Airline shall ensure that any third-party digital content or platforms used by Airline in performance of this Agreement, which are subject to the provisions of this Section, comply with the requirements herein or are provided in an accessible alternative acceptable to County. Failure to comply with this Section shall constitute a material breach of this Agreement.

23.35 Prohibition Against Using Diversity, Equity and Inclusion Material. Airline hereby certifies to the County that Airline 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 Statutes, as may be amended.

23.36 Survival. Notwithstanding any early termination of this Agreement, the Parties shall remain obligated hereunder to perform any duty, covenant or obligation imposed upon the Parties hereunder arising prior to the date of such termination.

{Remainder of page intentionally left blank.}

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

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

____
Witness Signature

____
(Typed or Printed)

____
Witness Signature

____
(Typed or Printed)

PALM BEACH COUNTY, FLORIDA

By:______________________________
Director, Department of Airports

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

____
Director, Department of Airports

ATTEST:

By: ______________________________
Secretary

(Seal)

AIRLINE:

____

By: ______________________________

____
Typed or Printed Name of Corporate Officer

Title:______________________________

Date:______________________________

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

____
Witness Signature

____
(Typed or Printed)

____
Witness Signature

____
(Typed or Printed)

EXHIBIT "A" - FORM OF ACTIVITY REPORT

Palm Beach International Airport
Monthly Statistical & Fee Report
For the Fiscal Year 20XX
October 1, 20XX - September 30, 20XX

Airline Name:
Month: **October-27** **date should be updated monthly
PBIA Customer #:

			**Do not enter data (automatically filled in from worksheets)
Landing Fees		$ -	
Environmental Operating Fees		$ -	
FIS Facility - Usage Report		$ -	
Commuter Operating Area		$ -	
Gate Use/Remote Parking/CUPP Fee		$0.00	
Bags Handled	$0.00 Count:	$0.00	
Total Fees		$ -	

Palm Beach International Airport
Monthly Statistical & Fee Report
For the Fiscal Year 20XX
October 1, 20XX - September 30, 20XX

Airline Name:	**0**
Month:	**October-27**
PBIA Customer #:	**0**

Flight Operations

	Domestic	Int'l	Total
Depart	0	0	0
Arrive	0	0	0
Total	0	0	0

Passengers

	Domestic	Int'l	Total
Depart	0	0	0
Arrive	0	0	0
Total	0	0	0

Mail (tons)
(Two decimal places)

	Domestic	Int'l	Total
Depart	0.00	0.00	0.00
Arrive	0.00	0.00	0.00
Total	0.00	0.00	0.00

Freight (tons)
(Two decimal places)

	Domestic	Int'l	Total
Depart	0.00	0.00	0.00
Arrive	0.00	0.00	0.00
Total	0.00	0.00	0.00

Palm Beach International Airport
Monthly Statistical & Fee Report
For the Fiscal Year 20XX
October 1, 20XX - September 30, 20XX

Airline Name:	0
Month:	October-27
PBIA Customer #:	0

Aircraft Landing Data

Night is 10pm to 6:00am

Aircraft Type	Aircraft Weight	Stage*	App(83)/TO (73) Sound Level **	Day Landings	Day Takeoffs	D,I,* C,N	Total Landed Weight	Total Billing Weight	Landing Fee $0.00	Night Landings	Night Takeoffs	D,I, C,N	Total Landed Weight	Total Billing Weight	Landing Fee $0.00	Night E.O. Fee $0.00	X Status	App (83) /TO (73) Sound Level
						D	-	0	$ -			D	0	0	$ -	$ -	n/a	
						D	0	0	$ -			D	0	0	$ -	$ -	n/a	
						D	0	0	$ -			D	0	0	$ -	$ -	n/a	
						D	0	0	$ -			D	0	0	$ -	$ -	n/a	
						D	0	0	$ -			D	0	0	$ -	$ -	n/a	
						D	0	0	$ -			D	0	0	$ -	$ -	n/a	
						D	0	0	$ -			D	0	0	$ -	$ -	n/a	
						D	0	0	$ -			D	0	0	$ -	$ -	n/a	
						D	0	0	$ -			D	0	0	$ -	$ -	n/a	
						D	0	0	$ -			D	0	0	$ -	$ -	n/a	
						D	0	0	$ -			D	0	0	$ -	$ -	n/a	
						D	0	0	$ -			D	0	0	$ -	$ -	n/a	
						D	0	0	$ -			D	0	0	$ -	$ -	n/a	
						D	0	0	$ -			D	0	0	$ -	$ -	n/a	
Totals:				0	0		0	0	$0.00	0	0		0	0	$0.00	$0.00		

Total Non-Exempt Stage III Daytime Landings:	0
Total Landing Fees	$0.00
Total Revenue Landings:	0
Total E.O. Fees	$0.00

Palm Beach International Airport
Monthly Statistical & Fee Report
For the Fiscal Year 20XX
October 1, 20XX - September 30, 20XX

Airline Name: 0
Month: October-27
PBIA Customer #: 0

Charter Operations Required Data

Date	Aircraft Type	Operator Name	Passenger Counts		Int'l	Domestic	Landing Fee Report Prepared By
			Arrival	Depart			

Palm Beach International Airport
Monthly Statistical & Fee Report
For the Fiscal Year 20XX
October 1, 20XX - September 30, 20XX

Airline Name:	**0**
Month:	**October-27**
PBIA Customer #:	**0**

Federal Inspection Services (FIS) Facility

Number of Deplaning Passengers Requiring Federal Inspection	0	**enter data if applicable
Fee Per Passenger	$8.64	
Total FIS Facility Usage Fee	**$0.00**	

Commuter Operating Area

Number of Enplaning Passengers	0	**enter data if applicable
Number of Deplaning Passengers (*see note below*)	0	**enter data if applicable
Total Passengers	0	
Fee Per Passenger	$2.00	
Commuter Operating Area Usage Fee	**$0.00**	

* **Note**: Deplaning passengers are calculated by taking the total number of arriving passengers and subtracting those, if any, that deplaned at the FIS facility and which are accounted

Monthly Statistical & Fee Report
Palm Beach International Airport
For the Fiscal Year 20XX
October 1, 20XX - September 30, 20XX

Airline Name:	**0**
Month:	**October-27**
PBIA Customer #:	**0**

Gate	**Individual Gate Use**		
	Number of Gate Usage {2 hrs. = 1 usage / 2.5 hrs. = 2 uses} {# of hours Aircraft Parking at Gate}		**enter data
	Fee Per Parking(,Electric Surcharge)	$0.00	**per two hour usage
	CUPP Fee	$0.00	
GATE FEES:		**$0.00**	
CUPP FEE:		**$0.00**	
Gate	**Overnight Gate Parking**		
	Number of Aircraft {Overnight Parking at Gate}		**enter data
	Fee Per Parking	$0.00	
GATE FEES:		**$0.00**	
	Overnight Remote Parking		
	Number of Aircraft {Overnight Remote Parking at Ramp}		**enter data
	Fee Per Parking (Narrow Body)	$0.00	
	Number of Aircraft		**enter data
	Fee Per Parking (Wide Body)	$0.00	
	Daytime/Transient Remote Parking		**enter data
	Number of Aircraft {Daytime Remote Parking at Ramp} {2 hrs. = 1 usage / 2.5 hrs. = 2 uses}		
	Fee Per Parking (Narrow Body)	$0.00	
	Number of Aircraft		
	Fee Per Parking (Wide Body)	$0.00	
	Ticket Counter Per Use		**enter data
	Number of Ticket Counter Usage {2 hrs. = 1 usage / 2.5 hrs. = 2 uses}		**enter data
Ticket Ctr Fees:	Fee Per Use	**$0.00**	
CUPP FEE:		**$0.00**	
TICKET CTR FEE:		**$0.00**	
CUPP FEE:		**$0.00**	
REMOTE FEES:		**$0.00**	
TOTAL FEES:		**$0.00**	

EXHIBIT "B" - PREFERENTIAL USE PREMISES
(Terminal Areas)

EXHIBIT "C" - PREFERENTIAL USE PREMISES
(Gate Areas)

EXHIBIT "D"

Maintenance Schedule

A - AIRLINE									
C - COUNTY	AIRLINE PREMISES[8]								
NA - NOT APPLICABLE	AIRLINE PREFERENTIAL USE PREMISES							JOINT USE PREMISES	
	Ticket Counters	Ticket Offices/Baggage Service Offices	Club Rooms	Operations Areas	Commuter Operating Area	Holdrooms/Passenger Loading Bridges	Aircraft Parking Aprons	Baggage Claim	Baggage Makeup
1. Air Conditioning Systems									
a. County owned systems & equipment	C	C	C	C	C	C	NA	C	NA
b. Chilled air distribution	C	C	C	C	C	C	NA	C	NA
c. Airline installed systems & equipment	NA	A	A	A	NA	NA	NA	NA	NA
2. Heating System									
a. County owned systems & equipment	C	C	C	C	C	C	NA	C	NA
b. Warm air distribution	C	C	C	C	C	C	NA	C	NA
c. Airline installed systems & equipment	NA	A	A	A	NA	NA	NA	NA	NA
3. Lighting									
a. Bulb, Tube, Ballast & Fixture Replacement	C	A	A	A	C	C	C	C	C
b. General maintenance & repair	C	A	A	A	C	C	C	C	C
4. Electrical Systems									
a. County owned systems & equipment	C	C	C	C	C	C	C	C	C
b. Airline owned systems & equipment	A	A	A	A	A	A	A	A	A
5. Water, Sewer & Plumbing									
a. Distribution/collection systems	NA	C	C	C	C	C	C	NA	NA
b. Fixtures, including, without limitation, sinks, showers, toilets, faucets, floor drains, drinking fountains, etc...	NA	A	A	A	C	C	C	NA	NA
c. Grease traps	NA	NA	A	NA	NA	NA	NA	NA	NA
6. Structural Building Repairs & Maintenance	C	C	C	C	C	C	C	C	C
a. Overhead roll up doors	NA	NA	NA	A	NA	NA	NA	NA	NA

A - AIRLINE	AIRLINE PREMISES[8]								
C - COUNTY									
NA - NOT APPLICABLE	AIRLINE PREFERENTIAL USE PREMISES							JOINT USE PREMISES	
			Maintenance Schedule						
	Ticket Counters	Ticket Offices/Baggage Service Offices	Club Rooms	Operations Areas	Commuter Operating Area	Holdrooms/Passenger Loading Bridges	Aircraft Parking Aprons	Baggage Claim	Baggage Makeup
7. Exterior Building Maintenance & Repair	C	NA	A	C	C	C	NA	C	C
a. Window Cleaning - Exterior	C	A	C	A	C	C	NA	C	C
b. Window Cleaning - Interior	C	A	A	A	C	C	NA	C	C
8. Fire Suppression Systems									
a. Sprinklers	C	C	C	C	C	C	NA	C	C
b. Fire Extinguishers	A	A	A	A	C	C	A	C	C
9. Other[1,2]									
a. Public Address System	C	NA	NA	NA	C	C	NA	C	NA
b. Custodial Service[3]	A	A	A	A	C/A [3]	C/A [3]	A	C	C
c. Furnishings	NA	A	A	A	C	C	NA	NA	NA
d. Pavement ground markings	NA	NA	NA	NA	NA	NA	A	NA	NA
e. Stanchions	A	NA	NA	NA	A	A	NA	NA	NA
f. Airline-installed ticket counters/kioks	A	NA	NA	NA	NA	NA	NA	NA	NA
f. Podium desk inserts/cabinetry (including keys)	A	A	NA	A	NA	A[4]	NA	NA	NA
g. Airline installed signage	A	A	A	NA	A	A	NA	NA	NA
h. Pavement Markings	NA	NA	NA	NA	NA	NA	A	NA	C
i. Baggage scales including calibration and permitting with FL Dept of Agriculture & Consumer Svcs at Preferential Use Ticket Counters	A	NA	NA	NA	NA	NA	NA	NA	NA
j. Finishes (i.e., flooring, wall coverings, etc.)	C[5]	A	A	A	C	C	NA	C	C
k. Pest Control	C	A	A	A	A	C/A[7]	C	C	C

1. Airline shall be responsible for repair and maintenance of all Airline owned equipment, including televisions, computers, cabling and utility connections.
2. Airline shall be responsible for repair and maintenance of all tenant-controlled alarm systems.
3. County shall be responsible for routine custodial service to Preferential Holdrooms/Gates, including scheduled cleaning and refuse removal; however, Airline shall maintain these areas in a generally orderly condition between the Airport's scheduled cleaning services, including promptly disposing of refuse generated by Airline operations and ensuring that the space remains reasonably presentable for public use. County shall be responsible for custodial service of common hallways located in ticket office and operations areas. Common hallways are limited those hallways that have been designated as "common hallways" by County and are shared by more than one tenant.
4. County shall be responsible for repair and maintenance of all gate desks/podiums, excluding any desks/podiums installed by airline with County's approval, which shall be maintained by Airline.
5. Airline shall be responsible for back wall (i.e., painting, signage and coverings) at ticket counter locations and airline-installed cabinetry/ticket counters.
6. Airline shall be responsible for ceiling tile and flooring replacement and vent cleaning in ticket offices, baggage service offices, club rooms and operations areas.
7. Pest control in Preferential Use Passenger Loading Bridges shall be the responsibility of Airline. Holdroom Area(s) shall be the responsibility of County.
8. In the event damage is caused, in whole or part, by an Airline Party, the provisions of the Agreement shall apply to any required replacement, repair or maintenance.

EXHIBIT "E"

RATE AND FEE SCHEDULE

SECTION I - DEFINITIONS

The following words, terms and phrases used in this Exhibit "E" shall have the meanings set forth in this Section and the meanings shall apply to both the singular and plural forms of such words, terms and phrases. Additional words, terms and phrases used in this Exhibit "E", but not defined in this Section, shall have the meanings ascribed to them in the individual sections of this Exhibit "E", Signatory Airline Agreement or Bond Resolution. The specific methodologies for calculating the rates, fees and charges defined below can be found in Section II of this Exhibit "E".

1. Air Carrier means any carrier authorized under applicable law to provide carriage by air of passengers, property, parcels, cargo, and/or mail.

2. Airfield Cost Center means the Direct Cost Center further described in **Table E-7** of this Exhibit "E".

3. Aircraft Parking Fees mean a fee assessed by County for each aircraft parking operation that occurs on any portion of the Aircraft Apron Area located outside of an Air Carrier's Preferential Use Premises. Three (3) types of Aircraft Parking Fees may be charged by County for aircraft parking: Overnight Gate; Overnight Remote and Transient Remote. For purposes of determining applicable Aircraft Parking Fees, (i) "Transient" means aircraft parking for a duration of two (2) hours or less; (ii) "Remote" means those portions of the Aircraft Parking Apron, which are not located adjacent to an aircraft gate (commonly referred to as east/west remote aircraft parking areas); and (iii) "Overnight" means a period from 10:00 p.m. to 6:00 a.m., or eight (8) hours of continuous duration.

4. Amortization Charges means the annual amount to recover Capital Expenditures that are paid for with County funds exceeding Five Hundred Thousand Dollars ($500,000). Amortization Charges shall be calculated by County based on the expected useful life of the Capital Expenditure and shall include a reasonable rate of return, as determined by Department. Amortization Charges shall not be recovered by County before the completion of the applicable project.

5. Baggage Handling System (BHS) Cost Center means the Direct Cost Center further described in **Table E-7** of this Exhibit "E".

6. Baggage Handling System (BHS) Fee means a fee assessed by County on a per enplanement basis for use of the Baggage Handling System.

7. Common Use Passenger Processing Systems (CUPPS) means the shared-use technology platforms in place at the Airport which allows for multiple airlines to use the same check-in desks, gates, and kiosks. CUPPS components include workstations, printers, software, and connectivity hardware.

8. Concourse A means those portions of the Terminal where the passenger holdroom is located on ground level to accommodate passenger loading by ground or passenger bridge. Concourse A consists of holdroom seating, loading bridges and passenger circulation areas. The defined term of Concourse A replaces any prior reference to Commuter Operating Area.

9. Concourse A Per Use Gate Charge means, in the singular, either the Small Aircraft Per Use Gate Charge or the Large Aircraft Per Use Gate Charge, and, in the plural, both the Small Aircraft Per Use Gate Charge and the Large Aircraft Per Use Gate Charge.

10. Concourses B and C means those portions of the Terminal where the passenger holdrooms are located on the second level. Concourse B and C consists of holdroom seating, loading bridges and passenger circulation areas.

11. Cost Center means those areas or functional activities of the Airport used for the purposes of accounting for Revenues, Operation and Maintenance Expenses, Debt Service, Non-amortized Capital Expenditures and

Amortization and for calculating and adjusting certain fees and charges described herein, as they now exist or may hereafter be modified, changed, or developed.

12. CUPPS Fee means a fee assessed by County for use of CUPPS.

13. Debt Service means any principal, interest, premium, and other fees and amounts either paid or accrued for Bonds (exclusive of capitalized interest) or Other Indebtedness.

14. Debt Service Coverage means twenty five percent (25%) of Debt Service in a Rate Setting Period.

15. Debt Service Reserve Requirement has the meaning set forth in the Bond Resolution.

16. Direct Cost Centers includes the Cost Centers listed in **Table E-7** of this Exhibit "E".

17. Federal Inspection Services Fee (FIS Fee) means a fee assessed by County for use of the FIS Facility by an Air Carrier transporting international passengers.

18. Final Settlement Amount has the meaning set forth in Section 7.03(B).

19. Fuel Flowage Fees means the fuel flowage fees that are charged by County for each gallon of aviation fuel and oil sold by or through the fixed base operators at the Airport, but shall not include Aircraft Apron Fees charged pursuant to County Resolution R-2025-1349, as now or hereafter amended or superseded, or any other fee or charge based upon fuel flowage used to recover facility costs.

20. Indirect Cost Centers includes the Cost Centers listed in **Table E-8** of this Exhibit "E".

21. Joint Use Charges means the total charges imposed for use of the Joint Use Premises.

22. Landing Fee means a fee assessed by County on Air Carriers based on the Landed Weight of each Revenue Landing.

23. Large Aircraft Per Use Gate Charge means the Per Use Gate Charge established in accordance with this Exhibit "E" for use of Concourse A by Large Aircraft (76 seats or more).

24. Net Remaining Revenues means Revenues less Operation and Maintenance Expenses, Operation and Maintenance Reserve, Debt Service and Amortization in the Terminal, Airfield or Baggage Handling System Cost Centers.

25. Non-amortized Capital Expenditures means Capital Expenditures funded with County funds of Five Hundred Thousand Dollars ($500,000) or less.

26. Non-signatory Airline means an Air Carrier operating at the Airport that is not a Signatory Airline.

27. Operation and Maintenance (O&M) Expenses means County's costs for the operation, maintenance and repair of the Airport System and shall include, but shall not be limited to, salaries and employee benefits, utility costs, ordinary maintenance, administrative and general expenses, security, and all such other expenses as defined and determined in accordance with the Bond Resolution.

28. Operation and Maintenance Reserve means an amount equal to one sixth (1/6) of the amount appropriated in the annual budget for Operation and Maintenance Expenses for the then current Fiscal Year; provided, however, the amount may be reduced by a supplemental resolution in accordance with the Bond Resolution.

29. Other Indebtedness means any debt other than Bonds incurred by County for Airport purposes.

30. Per Use Gate Charge means a charge assessed by County for each Turn of an unassigned aircraft gate facility for a use period not to exceed two (2) hours. Per Use Gate Charges shall not apply to the use of gate facilities that are included in an Air Carrier's Preferential Use Premises pursuant to an agreement with County.

a. Per Use Gate Charges for Concourse B/C shall be based on the costs for holdroom, loading bridge, pre-conditioned air, and 400 Hertz systems calculated in accordance with **Table E4a.** of this Exhibit "E".

b. Large Aircraft/Small Aircraft Per Use Gate Charges for use of Concourse A shall be based on an adjusted Terminal Rental Rate calculated in accordance with **Table E4b.** of this Exhibit "E".

31. Per Use Ticket Counter Charge means a charge assessed by County for each use of unassigned ticket counter (two (2) positions) and one (1) baggage well for a period not to exceed two (2) hours. Per Use Ticket Counter Charges shall not apply to the use of ticket counter areas that are included in an Air Carrier's Preferential Use Premises pursuant to an agreement with County.

32. Rate Setting Period means the Fiscal Year for which the rates, fees and charges are being calculated hereunder.

33. Small Aircraft Per Use Gate Charge means the Per Use Gate Charge established in accordance with this Exhibit "E" for use of Concourse A by Small Aircraft (75 seats or less).

34. Standard Holdroom Square Footage means a uniform measurement used for the sole purpose of calculating certain fees and charges payable hereunder of one thousand eight hundred (1,800) square feet applied to each holdroom located within Concourses B and C. The Standard Holdroom Square Footage shall be used for purposes of determining an Air Carrier's rates and charges regardless of the actual physical dimensions of each holdroom.

35. Standard Ticket Counter Square Footage means a uniform measurement of two hundred eighteen (218) square feet used for the sole purpose of calculating Per Use Ticket Counter Charges, but does not represent the actual physical dimensions of the ticket counter area.

36. Terminal Cost Center means the Direct Cost Center further described in **Table E-7** of this Exhibit "E".

37. Terminal Rental means the license fees and charges imposed by County on a per square foot basis for the use of the Airline Premises, which is comprised of the Joint Use Premises and Preferential Use Premises.

38. Total Rentable Space has the meaning set forth in **Attachment E-2** to this Exhibit "E".

39. Turn means the arrival of an aircraft that physically occupies a gate and the corresponding departure of that same aircraft. The movement of an empty aircraft to or from a Gate shall not constitute a Turn, unless the movement is immediately (a) followed by the enplaning of passengers or (b) preceded by the deplaning of passengers. The duration of a Turn shall be no more than two hours (2) hours.

SECTION II - RATE CALCULATIONS

1. Explanation of Rate Calculation Line Items. The following Line Items listed in **Tables E-1 - E-3** are included in the calculation of Terminal Rental Rate, Landing Fee Rate and Baggage Handling System Fee Rate for each Rate Setting Period. Each Line Item in **Tables E-1 - E-3** is identified by the corresponding letter set forth below.

Line Item A. Operation and Maintenance Expenses. This Line Item includes those expenses directly assignable to the Terminal, Airfield or Baggage Handling System Cost Centers ("Direct Operation and Maintenance Expenses") and those expenses associated with operation and maintenance of the Airport and assignable to the Indirect Cost Centers ("Indirect Operation and Maintenance Expenses"). Indirect Operation and Maintenance Expenses shall be allocated to the Direct Cost Centers based on the procedures set forth in Section V(3) below. The sum of Direct Operation and Maintenance Expenses and Indirect Operation and Maintenance Expenses are hereinafter referred to as "Operation and Maintenance Expenses".

Line Item B. Operation and Maintenance Reserve Charge. This Line Item includes the Operation and Maintenance Reserve for the current Rate Setting Period less the Operation and Maintenance Reserve for the prior Rate Setting Period allocated to the Terminal, Airfield and Baggage Handling System Cost Centers.

Line Item C. Debt Service. This Line Item includes Debt Service directly assignable to the Terminal, Airfield or Baggage Handling System Cost Centers ("Direct Debt Service") and Debt Service assignable to the Indirect Cost Centers ("Indirect Debt Service"). Indirect Debt Service shall be allocated to the Direct Cost Centers based on the procedures set forth in Section V(3) below for the distribution of Indirect Operation and Maintenance Expenses. The sum of Direct Debt Service and Indirect Debt Service are hereinafter referred to as "Total Debt Service". For the purposes of the Signatory Airline Agreement, annual Debt Service costs for the Palm Beach International Airport System Revenue Bonds 2016 (Series 2016) shall be allocated one hundred percent (100%) to the Ground Transportation Cost Center. Annual Debt Service costs for the Palm Beach International Airport System Revenue Bonds 2024 (Series 2024) shall be allocated by the Department based on the estimated benefits to the various cost centers. Debt Service costs for bond issues/series shall be allocated by the Department based on the estimated benefits to the various cost centers.

Line Item D. Debt Service Coverage. This Line Item includes Debt Service Coverage attributable to the Terminal, Airfield, or Baggage Handling System Cost Centers.

Line Item E. Debt Service Reserve Requirement. This Line Item includes allocable portions of required deposits to the Debt Service Reserve Requirement attributed to the Terminal, Airfield, or Baggage Handling System Cost Centers.

Line Item F. Non-amortized Capital Expenditures. This Line Item includes Non-amortized Capital Expenditures attributable to the Terminal, Airfield, or Baggage Handling System Cost Centers.

Line Item G. Amortization Charges. This Line Item includes Amortization Charges attributable to the Terminal, Airfield, or Baggage Handling System Cost Centers.

Line Item H. Total Requirement. The Total Requirement is the sum of the following line items: Operation and Maintenance Expenses, Operation and Maintenance Reserve Charge, Debt Service, Debt Service Coverage, Debt Service Reserve Requirement, Non-amortized Capital Expenditures and Amortization Charges. The Total Requirement is applicable to Terminal, Airfield and Baggage Handling System Cost Centers.

Line Item I. Credits. This Line Item identifies the Credits to the Total Requirement. Credits to the Terminal Total Requirement in **Table E-1** include the prior period Debt Service Coverage. Credits to the Airfield Total Requirement in **Table E-2** include General Aviation Landing Fee Revenues, Airfield Services Revenues, Fuel Flowage Fees and the prior period Debt Service Coverage.

Credits to the Baggage Handling System Total Requirement in **Table E-3** include the prior period Debt Service Coverage, if any.

Line Item J. Net Requirement. The Net Requirement equals Total Requirement minus Credits.

Line Item K. Line Item K in **Tables E-1 - E-3** shall be defined as follows:

- Total Rentable Space. The term "Total Rentable Space" in **Table E-1** has the meaning set forth in **Attachment E-2** to this Exhibit "E".
- Total Landed Weight. The term "Total Landed Weight" in **Table E-2** means the Landed Weight for all commercial airlines, including Signatory and Non-signatory Airlines.
- Total Enplanements. The term "Total Enplanements" in **Table E-3** means the total number of Enplaned Passengers for all commercial airlines, including Signatory and Non-signatory Airlines.

Line Item L. Line Item L in **Tables E-1 - E-3** shall be calculated as follows:

- Non-signatory Terminal Rental Rate. Calculated in **Table E-1** as (J) Terminal Net Requirement divided by (K) Total Rentable Space.
- Non-signatory Landing Fee Rate. Calculated in **Table E-2** as (J) Airfield Net Requirement divided by (K) Total Landed Weight.
- BHS Fee Rate. Calculated in **Table E-3** as (J) BHS Net Requirement divided by (K)Total Enplanements.

Line Item M. Line Item M in **Tables E-1 - E-3** shall be defined as follows:

- Signatory Airline Space. Signatory Airline Space in **Table E-1** means that portion of the Total Rental Rentable Space assigned for use by Signatory Airlines, including Preferential Use Premises and the calculated share of Joint Use Premises.
- Signatory Airline Landed Weight. Signatory Airline Landed Weight in **Table E-2** means that portion of the Total Landed Weight associated with Signatory Airline operations only.
- Signatory Airline Enplanements. Signatory Airline Enplanements in **Table E-3** means that portion of the Total Enplanements associated with Signatory Airline operations only.

Line Item N. Line Item N in **Tables E-1 - E-3** shall be calculated as follows:

- Signatory Share of Terminal Net Requirement. Calculated in **Table E-1** as (L) Non-signatory Terminal Rental Rate multiplied by (M) Signatory Airline Space.
- Signatory Share of Airfield Net Requirement. Calculated in **Table E-2** as (L) Non-signatory Landing Fee Rate multiplied by (M) Signatory Airline Landed Weight.
- Signatory Share of BHS Net Requirement. Calculated in **Table E-3** as (L) Non-signatory BHS Fee Rate multiplied by (M) Signatory Enplanements.

Line Item O. Line Item O in **Tables E-1 - E-2** shall be calculated as follows:

- Total Terminal Revenue Sharing Amount. Calculated in accordance with **Section III – Revenue Sharing** of this Exhibit "E". See Note 1.

- Total Airfield Revenue Sharing Amount. Calculated in accordance with **Section III – Revenue Sharing** of this Exhibit "E". See Note 2.

- Total BHS Revenue Sharing Amount. Calculated in accordance with **Section III – Revenue Sharing** of this Exhibit "E". See Note 3.

Line Item P. Line Item P listed in **Tables E-1 - E-2** shall be calculated as follows:

- Signatory Terminal Net Requirement. Calculated in **Table E-1** as (N) Signatory Share of the Terminal Net Requirement minus (O) Total Terminal Revenue Sharing Amount.

- Signatory Airfield Net Requirement. Calculated in **Table E-2** as (N) Signatory Share of the Airfield Net Requirement minus (O) Total Airfield Revenue Sharing Amount.

- Signatory BHS Net Requirement. Calculated in **Table E-3** as (N) Signatory Share of the BHS Net Requirement minus (O) Total BHS Revenue Sharing Amount.

Line Item Q. Line Item Q listed in **Tables E-1 - E-2** shall be calculated as follows:

- Signatory Rental Rate. Calculated in **Table E-1** as (P) Signatory Terminal Net Requirement divided by (M) Signatory Airline Space.

- Signatory Landing Fee Rate. Calculated in **Table E-2** as (P) Signatory Airfield Net Requirement divided by (M) Signatory Airline Landed Weight.

- Signatory BHS Fee Rate. Calculated in **Table E-3** as (P) Signatory BHS Net Requirement divided by (M) Signatory Airline Enplanements.

2. Calculation of Terminal Rental, Landing Fee and Baggage Handling System Rates and Miscellaneous Fees and Charges. The Terminal Rental Rate, Landing Fee Rate and Baggage Handling System Rate for each Rate Setting Period shall be calculated as set forth in this subsection. Miscellaneous Fees and Charges include: Per Use Gate Charges, Per Use Ticket Counter Charges, CUPPS Fees, FIS Fees, and Aircraft Parking Fees.

   A. Terminal Rental Rate. The methodology for calculating the Terminal Rental Rate is set forth in **Table E-1** below.

Table E-1. Terminal Rental Rate Calculation	
	Line Item (See Section II(1) above for corresponding descriptions)
Operation and Maintenance Expenses	A
Operation and Maintenance Reserve Charge	B
Debt Service	C
Debt Service Coverage	D
Debt Service Reserve Requirement	E
Non-amortized Capital Expenditures	F
Amortization Charges	G
Terminal Total Requirement	H=A+B+C+D+E+F+G
Less: Credits to Terminal Total Requirement	I
Terminal Net Requirement	J=H-I
Total Rentable Space	K
Non-Signatory Terminal Rental Rate (per square foot)	L=J/K
Signatory Airline Space	M
Signatory Share of Terminal Net Requirement	N=L x M
Total Terminal Revenue Sharing Amount (see Note 1)	O
Signatory Terminal Net Requirement	P=N-O
Signatory Rental Rate (per square foot)	Q=P/M

Note 1: Notwithstanding any provision of the Agreement or this Exhibit "E", for the period of Fiscal Year 2027 (October 1, 2026, through September 30, 2027), all Airlines will pay rates for the 12-month period excluding the Revenue Sharing Amount, unless otherwise determined by the Department. The Revenue Sharing Amount will be subsequently calculated and included in the Final Settlement. Airlines classified as Signatory as of September 30, 2027, shall be included in the Settlement calculation. For the remainder of the Term of the Agreement, the Total Terminal Revenue Sharing Amount for rate setting shall be calculated at ninety-five percent (95%) of Total Terminal Revenue Sharing Amount. One hundred percent (100%) of the Total Terminal Revenue Sharing Amount shall be used for the Final Settlement calculation.

B. Landing Fee Rate. The methodology for calculating the Landing Fee Rate is set forth in **Table E-2** below.

Table E-2. Landing Fee Rate Calculation	
	Line Item (See Section II(1) above for corresponding descriptions)
Operation and Maintenance Expenses	A
Operation and Maintenance Reserve Charge	B
Debt Service	C
Debt Service Coverage	D
Debt Service Reserve Requirement	E
Non-amortized Capital Expenditures	F
Amortization Charges	G
Airfield Total Requirement	H=A+B+C+D+E+F+G
Less: Credits to Airfield Total Requirement	I
Airfield Net Requirement	J=H-I
Total Landed Weight	K
Non-signatory Landing Fee Rate (per 1,000 lb.)	L=J/K
Signatory Airline Landed Weight	M
Signatory Share of Airfield Net Requirement	N=L x M
Total Airfield Revenue Sharing Amount (see Note 2)	O
Signatory Airfield Net Requirement	P=N-O
Signatory Landing Fee Rate (per 1,000 lb.)	Q=P/M

Note 2: Notwithstanding any provision of the Agreement or this Exhibit "E", for the period of Fiscal Year 2027 (October 1, 2026, through September 30, 2027), all Airlines will pay rates for the 12-month period excluding the Revenue Sharing Amount, unless otherwise determined by the Department.. The Revenue Sharing Amount will be subsequently calculated and included in the Final Settlement. Airlines classified as Signatory as of September 30, 2027, shall be included in the Settlement calculation. For the remainder of the Term of the Agreement, the Total Airfield Revenue Sharing Amount for rate setting shall be calculated at ninety-five percent (95%) of Total Airfield Revenue Sharing Amount. One hundred percent (100%) of the Total Airfield Revenue Sharing Amount shall be used for the final Settlement calculation.

C. Baggage Handling System Fee Rate: The methodology for calculating the Baggage Handling System Fee Rate is set forth in **Table E-3** below.

Table E-3. Baggage Handling System Fee Rate Calculation	
	Line Item (See Section II(1) above for corresponding descriptions)
Operation and Maintenance Expenses	A
Operation and Maintenance Reserve Charge	B
Debt Service	C
Debt Service Coverage	D
Debt Service Reserve Requirement	E
Non-amortized Capital Expenditures	F
Amortization Charges	G
BHS Total Requirement	H=A+B+C+D+E+F+G
Less: Credits to BHS Total Requirement	I
BHS Net Requirement	J=H-I
Total Enplanements	K
Non-Signatory BHS Fee Rate Per Enplanement	L=J/K
Signatory Airline Enplanements	M
Signatory Share of BHS Net Requirement	N=L x M
Total BHS Revenue Sharing Amount (see Note 3)	O
Signatory BHS Net Requirement	P=N-O
Signatory BHS Fee Rate per enplanement	Q=P/M

Note 3: Notwithstanding any provision of the Agreement or this Exhibit "E", for the period of Fiscal Year 2027 (October 1, 2026, through September 30, 2027), all Airlines will pay rates for the 12-month period excluding the Revenue Sharing Amount, unless otherwise determined by the Department.. The Revenue Sharing Amount will be subsequently calculated and included in the Final Settlement. Airlines classified as Signatory as of September 30, 2027, shall be included in the Settlement calculation. For the remainder of the Term of the Agreement, the Total BHS Revenue Sharing Amount for rate setting shall be calculated at ninety-five percent (95%) of Total BHS Revenue Sharing Amount. One hundred percent (100%) of the Total BHS Revenue Sharing Amount shall be used for the final Settlement calculation.

3. Calculation of Joint Use Charges. Joint Use Charges shall be an amount equal to the product of the applicable Terminal Rental Rate (i.e., Signatory or Non-signatory) for the Rate Setting Period multiplied by total square footage of the Joint Use Premises. Each Air Carrier's share of Joint Use Charges shall be determined by allocating the cost based on each Air Carrier's projected relative share of Enplanements for the upcoming Rate Setting Period.

4. Miscellaneous Fees and Charges.

A. Per Use Gate Charge.

1. The Per Use Gate Charge for Concourses B/C shall be equal to the product of the Non-signatory Terminal Rental Rate multiplied by the Standard Holdroom Square Footage (1,800 square feet) divided by 365 days per year divided by an assumed usage (3 times per day, or as may be modified by the Department). The methodology for calculating the Per Use Gate Charge is set forth in **Table E-4a** below.

Table E-4a. Per Use Gate Charge Calculation (Concourse B/C)	
Total Holdroom Area	A
Number of Gates	B
Square Footage Per Gate (1800 sq ft Standardized)	C=A/B
Terminal Rental Rate	D
Annual Cost Per Gate	E=CxD
Days in Year	F
Assumed Uses Per Day	G
Per Use Fee - Gates	H=E/F/G

2. Concourse A Per Use Gate Charge. An Air Carrier using Concourse A with a Large Aircraft (defined as 76 seats or more) shall be assessed the Large Aircraft Per Use Gate Charge which shall be equal to the product of the Non-signatory Terminal Rental Rate, reduced by certain non-applicable costs as discussed in Note 4 below, multiplied by the Concourse A Holdroom Square Footage divided by 365 days per year divided by an assumed usage (3.0 times per day, or as may be modified by the Department). Small Aircraft (defined as 75 seats or less) shall pay the Small Aircraft Per Use Gate Charge which shall be equal to the Large Aircraft Per Use Gate Charge, less a discount of 25%. The methodology for calculating the Concourse A Per Use Gate Charges is set forth in **Table E-4b** below.

Table E-4b. Concourse A Per Use Gate Charge Calculation	
Total Holdroom Area Concourse A	A
Number of Gates	B
Square Footage Per Gate	C=A/B
Concourse A Rental Rate (see Note 4)	D
Annual Cost Per Gate	E=CxD
Days in Year	F
Assumed Uses Per Day	G
Large Aircraft Per Use Gate Charge	H=E/F/G
Small Aircraft Discount	I
Small Aircraft Per Use Gate Charge	J=H-(HxI)

Note 4: The Concourse A Rental Rate shall be calculated by reducing the Terminal Net Requirement by crediting certain O&M costs that are not applicable to Concourse A ("O&M" Credits"), including, but not limited to, costs of loading bridge, cabin PC air, and 400hz. The resulting adjusted Terminal Net Requirement is then divided by Total Rentable Space to produce the Concourse A rental rate. The Department will annually determine applicable O&M Credits to arrive at the Concourse A Rental Rate.

B. Per Use Ticket Counter Charge. The Per Use Ticket Counter Charge shall be equal to the product of the Non-signatory Terminal Rental Rate multiplied by the Standard Ticket Counter Square Footage (two hundred eighteen (218) square feet) divided by 365 days per year divided by an assumed usage (3.0 times per day, or as may be modified by the Department). The methodology for calculating the Per Use Ticket Counter Charge is set forth in **Table E-4c** below.

Table E-4c. Per Use Ticket Counter Charge Calculation	
Average Ticket Counter Area	A
Terminal Rental Rate	B
Annual Cost Per Ticket Counter	C=AxB
Days in Year	D
Assumed Uses Per Day	E
Per Use Fee - Ticket Counters	F=C/D/E

C. Common Use Passenger Processing Systems (CUPPS) Fee. The CUPPS fee shall be equal to the sum of Operation and Maintenance Expenses, Non-amortized Capital Expenditures, Amortization Charges and allocated costs attributable to CUPPS divided by the number of Billing Units/Workstations divided by 365 days per year divided by an assumed usage (3.0 times per day, or as may be modified by the Department) as set forth in Table E-5 below.

Table E-5. Common Use Passenger Processing System (CUPPS) Fee Calculation	
Total Cost of CUPPS system	A
Number of Billing Units/Workstations	B
Cost per Billing Unit/Workstation	C=A/B
Days in Year	D
Assumed Uses Per Day	E
CUPPS Fee	F

D. FIS Facility Fee. The FIS Facility Fee shall be equal to the sum of Operation and Maintenance Expenses, Non-amortized Capital Expenditures and Amortization Charges attributable to the FIS Facility divided by projected total international Deplaned Passengers using the FIS Facility during the Rate Setting Period to determine the FIS Cost per Passenger. The FIS Fee is determined by multiplying the Cost Recovery Factor of 25%, as may be modified by the Department, times the FIS Cost per Passenger.

Table E-6. FIS Fee Calculation	
O&M Expenses	A
Non-amortized Capital Expenditures	B
Amortization Charges	C
Total FIS Costs	D=A+B+C
Projected international Deplaned Passengers using FIS	E
FIS Cost per Passenger	F=D/E
Cost Recovery Factor	G
FIS Fee	H=FxG

E. Aircraft Parking Fees. The Department shall establish Aircraft Parking Fees, which may be reasonably modified by the Department from time to time during the Term of the Agreement. Aircraft Parking Fees shall include, without limitation, the Overnight Remote Aircraft Parking Fee; Overnight Gate Aircraft Parking Fee; and Transient Remote Aircraft Parking Fee.

SECTION III - REVENUE SHARING

1. Revenue Sharing. Revenue Sharing shall be calculated by County in accordance with this Section. The following Line Items listed in **Table E-6** are included in the calculation of Revenue Sharing. Each Line Item in **Table E-6** is identified by the corresponding letter set forth below.

Line Item A. Net Remaining Revenues. Net Remaining Revenues will be estimated for purposes of rate setting and will be calculated after Settlement for purposes of final Settlement. Availability of Revenue Sharing shall be subject to and contingent upon County's ability to satisfy its financial obligations and to meet its Debt Service Coverage requirements in each Fiscal Year.

Line Item B. Revenue Sharing Percentage. The Revenue Sharing Percentage for all Signatory Airlines shall be equal to twenty-five percent (25%).

Line Item C. Total Revenue Sharing Amount. Line Item C shall be calculated as follows:

1. **For Fiscal Year 2027 (October 1, 2026 through September 30, 2027):**

- **For purposes of rate setting:** Notwithstanding any provision of the Agreement or this Exhibit "E" to the contrary, for the purposes of rate setting, all Airlines will be charged Terminal Rental, Landing Fee, and BHS rates for the 12-month period excluding the Revenue Sharing Amount,unless otherwise determined by the Department.

- **For purposes of Final Settlement:** The Revenue Sharing Amount will be subsequently calculated and included in the Final Settlement calculation. Airlines classified as Signatory as of September 30, 2027, shall be included in the Settlement calculation and be eligible for Revenue Sharing as calculated in accordance with this Exhibit "E" as part of Settlement, subject to delivery of a fully executed Signatory Airline Agreement or Signatory Cargo Carrier Agreement on or before the submittal Target Date (as defined below).

- **Agreement Submittal Target Date:** Signatory Airlines that deliver to County a fully executed Signatory Airline Agreement or Signatory Cargo Carrier Agreement on or before October 30, 2026, 5:00 EST ("Target Date") shall receive Revenue Sharing at full value in accordance with this Exhibit E. Signatory Airlines delivering a fully executed Signatory Airline Agreement or Signatory Cargo Carrier Agreement after the Target Date, shall receive Revenue Sharing on a pro-rated basis calculated by dividing the number of months remaining in the year from the date submitted, divided by 12 months; partial months will not be counted. Any forgone Revenue Sharing amounts shall be forfeited and revert to the Department of Airports.

2. **For the remainder of the Term of the Agreement, rates shall be calculated applying the Revenue Sharing Amount as follows:**

- **For purposes of rate setting:** The Total Revenue Sharing Amount shall be calculated at ninety-five percent (95%) of the Total Revenue Sharing Amount (i.e., reduced by five percent (5%)), or stated as a calculation: Total Revenue Sharing Amount for Rate Setting = (Net Remaining Revenues x 25%) x 95%).

- **For purposes of Final Settlement:** The Total Revenue Sharing Amount shall be an amount equal to the Net Remaining Revenues, if any, multiplied by the Revenue Sharing Percentage twenty-five percent (25%). One hundred percent (100%) of total Revenue Sharing Amount shall be used for the final Settlement calculation, or stated as a calculation: Total Revenue Sharing Amount for Settlement = (Net Remaining Revenues x 25%) x 100%.

Line Item D. Total Terminal Revenue Sharing Amount. The Total Terminal Revenue Sharing Amount shall be an amount equal to the Total Revenue Sharing Amount multiplied by Terminal Revenue

Percentage. Terminal Revenue Percentage shall be an amount equal to the Terminal proportionate share of the sum of Signatory Airlines' Terminal Rental Revenues, Landing Fee Revenues, and BHS Revenues prior to calculating Revenue Sharing.

Line Item E. Total Airfield Revenue Sharing Amount. The Total Airfield Revenue Sharing Amount shall be an amount equal to the Total Revenue Sharing Amount multiplied by the Airfield Revenue Percentage. Airfield Revenue Percentage shall be an amount equal to the Airfield proportionate share of the sum of Signatory Airlines' Terminal Rental Revenues, Landing Fee Revenues, and BHS Revenues prior to calculating Revenue Sharing.

Line Item F. Total BHS Revenue Sharing Amount. The Total BHS Revenue Sharing Amount shall be an amount equal to the Total Revenue Sharing Amount multiplied by the BHS Revenue Percentage. BHS Revenue Percentage shall be an amount equal to the BHS proportionate share of the sum of Signatory Airlines' Terminal Rental Revenues, Landing Fee Revenues, and BHS Revenues prior to calculating Revenue Sharing.

Line Item G. Airline's Terminal Revenue Sharing Amount. Each individual Signatory Airline's (including Airline's) Terminal Revenue Sharing Amount shall be an amount equal to the Total Terminal Revenue Sharing Amount multiplied by the individual Signatory Airline's proportionate share of total Signatory Airline Enplanements during the Fiscal Year for which Revenue Sharing has been calculated.

Line Item H. Airline's Airfield Revenue Sharing Amount. Each individual Signatory Airline's (including Airline's) Airfield Revenue Sharing Amount shall be an amount equal to the Total Airfield Revenue Sharing Amount multiplied by the individual Signatory Airline's proportionate share of the total Landed Weight of the Signatory Airlines during the Fiscal Year for which Revenue Sharing has been calculated.

Line Item I. Airline's BHS Revenue Sharing Amount. Each individual Signatory Airline's (including Airline's) BHS Revenue Sharing Amount shall be an amount equal to the Total BHS Revenue Sharing Amount multiplied by the individual Signatory Airline's proportionate share of the total Signatory Airline Enplanements during the Fiscal Year for which Revenue Sharing has been calculated.

Line Item J. Airline's Total Revenue Sharing Amount. Each individual Signatory Airline's (including Airline's) Total Revenue Sharing Amount shall be an amount equal to the sum of Airline's Terminal Revenue Sharing Amount and Airline's Airfield Revenue Sharing Amount.

2. Table E-6. The methodology for calculating each Signatory Airline's (including Airline's) share of Revenue Sharing is set forth in **Table E-6** below.

Table E-6. Signatory Airline Revenue Sharing Calculation

	Line Item (See Section III(1) above for corresponding descriptions)
Net Remaining Revenues	A
Revenue Sharing Percentage (All Signatory Airlines)	B
Total Revenue Sharing Amount (All Signatory Airlines)	C=A x B
Total Terminal Revenue Sharing Amount (All Signatory Airlines)	D=C x Terminal Revenue %
Total Airfield Revenue Sharing Amount (All Signatory Airlines)	E=C x Airfield Revenue %

Total BHS Revenue Sharing Amount (All Signatory Airlines)	F=C x BHS Revenue %
Airline's Terminal Revenue Sharing Amount (Individual Signatory Airline)	G=D x Airline's % of total Signatory Airline Enplanements
Airline's Airfield Revenue Sharing Amount (Individual Signatory Airline)	H=E x Airline's % of total Signatory Airline Landed Weight
Airline's BHS Revenue Sharing Amount (Individual Signatory Airline)	I=F x Airline's % of total Signatory Airline Enplanements
Airline's Total Revenue Sharing Amount (Individual Signatory Airline)	J= G+H+I

SECTION IV - MISCELLANEOUS

1. Airline Incentive Agreement. Any Air Carrier may execute a separate airline incentive agreement if the incentive requirements established by County are satisfied. An airline incentive agreement may provide for the waiver of Landing Fees, gate usage charges, or other applicable fees and charges for a prescribed period of time. Gate usage charges may include, but shall not be limited to, Per Use Gate Charges and Aircraft Parking Fees.

SECTION V – COST CENTERS

1. Direct Cost Centers. The Direct Cost Centers include, but are not limited to, those Cost Centers listed in **Table E-7** below.

Table E-7. Direct Cost Centers

Cost Center	Description of Area Included or Functional Activity
Airfield	Those portions of the Airport provided for the landing, taking off, and taxiing of aircraft, including runways, taxiways, approach and runway protection zones, safety areas, infield areas, landing and navigational aids, Aircraft Parking Apron and land areas required by or related to aeronautical use of the Airport.
Terminal	The commercial airline facilities at the Airport, including the Terminal and associated land, facilities, equipment, whether owned, operated or maintained by County. This Cost Center includes the inbound baggage handling system used to deliver checked baggage to arriving passengers, which includes baggage claim areas, systems, equipment and carousels, but excludes the Baggage Handling System as defined herein.
Baggage Handling System	The outbound baggage handling system used to deliver checked baggage to departing aircraft, which includes the baggage makeup areas, systems, equipment and carousels at the Airport, exclusive of the TSA inspection equipment.
Common Use Passenger Processing System (CUPPS)	Includes various technology components in the Airport which allows for multiple airlines to use the same check-in desks, gates, and kiosks. CUPPS components include workstations, printers, software, and connectivity hardware
Ground Transportation	Areas designated for employee and public automobile parking and rental car operations (excluding rental car ticket counters in the Terminal), and all Airport access roadways.
Non-Aviation	Areas designated for commercial or industrial use.

Aviation	Areas designated for fixed base operator or other aviation uses, including general aviation aprons at the Airport.
Terminal FIS Facility	Area within the Terminal Facility designated to screen passengers and baggage by Customs and Border Protection personnel.
General Aviation FIS Facility	The FIS building located on the south side of the Airport.
Air Cargo Facility	Areas associated with Air Cargo Building 1475, including supporting apron areas, allowing for cargo operations with Airfield access.
Lantana Airport (LNA)	All properties and areas associated with the Palm Beach County Park Airport ("Lantana Airport").
Pahokee Airport (PHK)	All properties and areas associated with the Palm Beach County Glades Airport ("Pahokee Airport").
North County Airport (F45)	All properties and areas associated with the North Palm Beach County General Aviation Airport ("North County Airport").

2. Indirect Cost Centers. The Indirect Cost Centers are Cost Centers to which only Operation and Maintenance Expenses are assigned; no Revenues are attributable to the Indirect Cost Centers. The Indirect Cost Centers include, but are not limited to, those Cost Centers listed in **Table E-8** below.

Table E-8. Indirect Cost Centers	
Cost Center	**Description of Area Included or Functional Activity**
Administration and Operations	Functions and activities associated with the general administration of the Airport System, including, without limitation, planning, finance, property management, information technology, and operations.
Maintenance	Functions and activities associated with the general maintenance and repair of Airport properties.
Fire and Rescue	Emergency medical services and functions associated with crash, fire and rescue operations at the Airport.

3. Indirect Cost Centers Allocations. Expenses for each Indirect Cost Center shall be allocated to the Direct Cost Centers as provided for in this subsection.

   A. Administration and Operations. Expenses for the Administration and Operations Cost Center shall be allocated to Direct Cost Centers based on each Direct Cost Center's share of total Operation and Maintenance Expenses for all Direct Cost Centers.

   B. Maintenance. Expenses for Maintenance shall be allocated to Direct Cost Centers based on estimated labor costs based on historical data for activity associated with each Direct Cost Center.

   C. Fire and Rescue. Expenses for Fire and Rescue shall be allocated to Direct Cost Centers according to the following percentages as set forth in **Table E-9** below.

Table E–9. Fire and Rescue Allocation	
Cost Center	**Allocation**
Airfield	70%
Terminal	4.0%
Baggage Handling System	0.0%
Ground Transportation	3.0%
Aviation	12.0%
Non-Aviation	4.0%
Lantana Airport	3.0%
Pahokee Airport	1.0%
North County Airport	3.0%
Total	100%

ATTACHMENT "E-1"
TO EXHIBIT "E"

STATEMENT OF RATES
FISCAL YEAR 20XX

(October 1, 20xx, through September 30, 20xx)

SECTION I – FY 20XX - SUMMARY OF RATES

1. Terminal Rental Rate. Signatory Airline $xx.xx per square foot. Non-signatory Airline: $xx.xx per square foot.[1]
2. Landing Fee Rate. Signatory Airline: $xx.xx per 1,000 pounds of Landed Weight. Non-signatory Airline: per 1,000 pounds of Landed Weight.
3. Baggage Handling System Fee Rate: Signatory Airline $xx.xx per Enplanement. Non-signatory Airline $xx.xx.
4. Federal Inspection Services (FIS) Facility Fee Rate: $xx.xx per international Deplaned Passenger requiring FIS processing.
5. Per Use Terminal Charges:
    a. Base Gate/Holdroom Charge Rate:
        i. Concourse B and C: $xxx.xx per two (2) hour use, or any portion thereof.
        ii. Concourse A Charge for Large Aircraft (76 seats or more): $xxx.xx per two (2) hour use, or any portion thereof.
        iii. Concourse A Charge for Small Aircraft (75 seats or less): $xxx.xx per two (2) hour use, or any portion thereof.
    b. Per Use Ticket Counter Charge Rate: $xx.xx per two (2) hour use, or portion thereof, of ticket counter area.
    c. CUPPS Charge: $xx.xx per two (2) hour use, or portion thereof, to use the Common Use Passenger Processing System either at the ticket counter or gate location.
6. Aircraft Parking Fee Rates:
    a. Overnight Remote Aircraft Parking Fee Rate: Each overnight use of Remote aircraft parking area shall be charged as follows: Narrow body aircraft $xxx.xx; Wide body aircraft $xxx.xx
    b. Overnight Gate Aircraft Parking Fee Rate: $xxx.xx for each Overnight use of a gate facility for aircraft parking.
    c. Transient Remote Aircraft Parking Fee Rate: Each Transient use of Remote aircraft parking area shall be charged as follows: Narrow body aircraft $xx.xx; Wide body aircraft $xx.xx.

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[1] Non-signatory Airline rates shall apply to non-airline terminal tenants/licensees if terminal rental rates apply to such tenants/licensees.

SECTION II – FY 20XX RATE CALCULATIONS TABLE

Table E-1. Terminal Rental Rate Calculation		
	Line Item	Amount
Operation and Maintenance Expenses	A	
Operation and Maintenance Reserve Charge	B	
Debt Service	C	
Debt Service Coverage	D	
Debt Service Reserve Requirement	E	
Non-amortized Capital Expenditures	F	
Amortization Charges	G	
Terminal Total Requirement	H=A+B+C+D+E+F+G	
Less: Credits to Terminal Total Requirement	I	
Terminal Net Requirement	J=H-I	
Total Rentable Space	K	
Non-Signatory Terminal Rental Rate (per square foot)	L=J/K	
Signatory Airline Space	M	
Signatory Share of Terminal Net Requirement	N=L x M	
Total Terminal Revenue Sharing Amount (see Note 1)	O	
Signatory Terminal Net Requirement	P=N-O	
Signatory Rental Rate (per square foot)	Q=P/M	

Note 1: Notwithstanding any provision of the Agreement or this Exhibit "E", for the period of Fiscal Year 2027 (October 1, 2026, through September 30, 2027), all Airlines will pay rates for the 12-month period excluding the Revenue Sharing Amount, unless otherwise determined by the Department. The Revenue Sharing Amount will be subsequently calculated and included in the Final Settlement. Airlines classified as Signatory as of September 30, 2027, shall be included in the Settlement calculation. For the remainder of the Term of the Agreement, the Total Terminal Revenue Sharing Amount for rate setting shall be calculated at ninety-five percent (95%) of Total Terminal Revenue Sharing Amount. One hundred percent (100%) of the Total Terminal Revenue Sharing Amount shall be used for the Final Settlement calculation.

Table E-2. Landing Fee Rate Calculation	Line Item	Amount
Operation and Maintenance Expenses	A	
Operation and Maintenance Reserve Charge	B	
Debt Service	C	
Debt Service Coverage	D	
Debt Service Reserve Requirement	E	
Non-amortized Capital Expenditures	F	
Amortization Charges	G	
Airfield Total Requirement	H=A+B+C+D+E+F+G	
Less: Credits to Airfield Total Requirement	I	
Airfield Net Requirement	J=H-I	
Total Landed Weight	K	
Non-signatory Landing Fee Rate (per 1,000 lb.)	L=J/K	
Signatory Airline Landed Weight	M	
Signatory Share of Airfield Net Requirement	N=L x M	
Total Airfield Revenue Sharing Amount (see Note 2)	O	
Signatory Airfield Net Requirement	P=N-O	
Signatory Landing Fee Rate (per 1,000 lb.)	Q=P/M	

Note 2: Notwithstanding any provision of the Agreement or this Exhibit "E", for the period of Fiscal Year 2027 (October 1, 2026, through September 30, 2027), all Airlines will pay rates for the 12-month period excluding the Revenue Sharing Amount, unless otherwise determined by the Department. The Revenue Sharing Amount will be subsequently calculated and included in the Final Settlement. Airlines classified as Signatory as of September 30, 2027, shall be included in the Settlement calculation. For the remainder of the Term of the Agreement, the Total Airfield Revenue Sharing Amount for rate setting shall be calculated at ninety-five percent (95%) of Total Airfield Revenue Sharing Amount. One hundred percent (100%) of the Total Airfield Revenue Sharing Amount shall be used for the Final Settlement calculation.

SECTION II – FY 20XX RATE CALCULATIONS TABLE (Cont.)

Table E-3. Baggage Handling System Fee Rate Calculation	Line Item	Amount
Operation and Maintenance Expenses	A	
Operation and Maintenance Reserve Charge	B	
Debt Service	C	
Debt Service Coverage	D	
Debt Service Reserve Requirement	E	
Non-amortized Capital Expenditures	F	
Amortization Charges	G	
BHS Total Requirement	H=A+B+C+D+E+F+G	
Less: Credits to BHS Total Requirement	I	
BHS Net Requirement	J=H-I	
Total Enplanements	K	
Non-Signatory BHS Fee Rate Per Enplanement	L=J/K	
Signatory Airline Enplanements	M	
Signatory Share of BHS Net Requirement	N=L x M	
Total BHS Revenue Sharing Amount (see Note 3)	O	
Signatory BHS Net Requirement	P=N-O	
Signatory BHS Fee Rate per enplanement	Q=P/M	

Note 3: Notwithstanding any provision of the Agreement or this Exhibit "E", for the period of Fiscal Year 2027 (October 1, 2026 through September 30, 2027), all Airlines will pay rates for the 12-month period excluding the Revenue Sharing Amount, unless otherwise determined by the Department. The Revenue Sharing Amount will be subsequently calculated and included in the Final Settlement. Airlines classified as Signatory as of September 30, 2027, shall be included in the Settlement calculation. For the remainder of the Term of the Agreement, the Total BHS Revenue Sharing Amount for rate setting shall be calculated at ninety-five percent (95%) of Total BHS Revenue Sharing Amount. One hundred percent (100%) of the Total BHS Revenue Sharing Amount shall be used for the Final Settlement calculation.

SECTION II – FY 20XX RATE CALCULATIONS TABLE (Cont.)

Table E-4a. Per Use Gate Charge Calculation (Concourse B/C)		
	Line Item	Amount
Total Holdroom Area	A	
Number of Gates	B	
Square Footage Per Gate (1800 sq ft Standardized)	C=A/B	
Terminal Rental Rate	D	
Annual Cost Per Gate	E=CxD	
Days in Year	F	
Assumed Uses Per Day	G	
Per Use Fee - Gates	H=E/F/G	

Table E-4b. Concourse A Per Use Gate Charge Calculation		
	Line Item	Amount
Total Holdroom Area Concourse A	A	
Number of Gates	B	
Square Footage Per Gate	C=A/B	
Concourse A Rental Rate (see Note 4)	D	
Annual Cost Per Gate	E=CxD	
Days in Year	F	
Assumed Uses Per Day	G	
Per Use Fee – Large Aircraft Charge Concourse A	H=E/F/G	
Small carrier Discount	I	
Per Use Fee – Small Carrier Charge Concourse A	J=H-(HxI)	

Note 4: The Concourse A Rental Rate shall be calculated by reducing the Terminal Net Requirement by crediting certain O&M costs that are not applicable to Concourse A ("O&M" Credits"), including, but not limited to, costs of loading bridge, cabin PC air, and 400hz. The resulting adjusted Terminal Net Requirement is then divided by Total Rentable Space to produce the Concourse A rental rate. The Department will annually determine applicable O&M Credits to arrive at the Concourse A Rental Rate.

Table E-4c. Per Use Ticket Counter Charge Calculation		
	Line Item	Amount
Average Ticket Counter Area	A	
Terminal Rental Rate	B	
Annual Cost Per Ticket Counter	C=AxB	
Days in Year	D	
Assumed Uses Per Day	E	
Per Use Fee - Ticket Counters	F=C/D/E	

Table E-5. Common Use Passenger Processing System (CUPPS) Fee Calculation		
	Line Item	Amount
Total Cost of CUPPS system	A	
Number of Billing Units/Workstations	B	
Cost per Billing Unit/Workstation	C=A/B	
Days in Year	D	
Assumed Uses Per Day	E	
CUPPS Fee	F	

Table E-6. FIS Fee Calculation		
	Line Item	Amount
O&M Expenses	A	
Non-amortized Capital Expenditures	B	
Amortization Charges	C	
Total FIS Costs	D=A+B+C	
Projected international Deplaned Passengers using FIS	E	
FIS Cost per Passenger	F=D/E	
Cost Recovery Factor	G	
FIS Fee	H=FxG	

ATTACHMENT "E-2"

TO EXHIBIT "E"

TOTAL RENTABLE SPACE
FISCAL YEAR 20XX

Airline Rentable Space	**Sq. Ft.**
Airline Preferential Space	
Ticket Counter	
Ticket & Upper Level Offices	
VIP Rooms	
Hold Rooms	
Curbside Office	
Bag Service Office	
Operations Area	
Total Airline Preferential Space	[A]
Airline Joint Use Space	
Bag Claim	
Concourse Circulation	
Bag Make-up	
Commuter Operating Area	
Tug Drive	
Total Airline Joint Use Space	[B]
Total Airline Rentable Space	[C] = [A + B]
Other Rentable Space	
Concessions	
TSA	
Commuter Operating Area	
Tenant Common Area	
Tenant Shared Area	
Total Other Rentable Space	[D]
Total Rentable Space	[E] = [C + D]

EXHIBIT "F"

FACILITIES USE PERMIT

AIRLINE: __________
ADDRESS: __________
TELEPHONE/E-MAIL: __________
NAME AND TITLE OF
AUTHORIZED REPRESENTATIVE: ____

In accordance with that certain ___________ Airline Agreement dated ____________________ (R-____-____) (the "Airline Agreement"), by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and _________________________ ("Airline"), Airline shall have a short-term license to utilize the following space(s) ("License Area"), which license shall commence and terminate on the dates/times listed below, unless otherwise agreed to in writing by the Department of Airports:

Space Type	Location	Square Footage	Commencement Date/Time	Termination Date/Time
	See Attachment "A"			
	See Attachment "A"			
	See Attachment "A"			
	See Attachment "A"			

By signing below, I hereby certify that I have the authority to represent and obligate Airline and that Airline shall comply with all terms and conditions of the Airline Agreement and this Facilities Use Permit applicable to the use of the License Area.

AIRLINE:

____
Signature of Authorized Representative of Airline

____
Title

____
Date

APPROVED BY:

____
Director, Department of Airports

____
Date

TRANSMITTED TO AIRPORT FINANCE DIVISION BY:

____
Name

____
Date

EXHIBIT "G"
FEDERAL CONTRACT PROVISIONS

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

1. Compliance with Regulations. The Airline will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities ("Nondiscrimination Acts and Authorities" as set forth in paragraph B below), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

2. Nondiscrimination. The Airline, with regard to the work performed by it during this Agreement, 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. The Airline will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21, including amendments thereto.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation made by the Airline 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 the Airline of the Airline's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports. The Airline 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 an Airline is in the exclusive possession of another who fails or refuses to furnish the information, the Airline 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 an Airline's noncompliance with the non-discrimination provisions of this Agreement, the County will impose such agreement sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Airline under this Agreement until the Airline complies; and/or
b. Cancelling, terminating, or suspending an agreement, in whole or in part.

6. Incorporation of Provisions. The Airline 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. The Airline 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 the Airline becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Airline may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Airline may request the United States to enter into the litigation to protect the interests of the United States.

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964), including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38; 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 USC 1681 et seq).

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

1. The Airline 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 the Airline will use the Airline Premises and any License Area in compliance with all other requirements imposed by or pursuant to the Nondiscrimination Acts And Authorities.
2. In the event of breach of any of the above nondiscrimination covenants, the County will have the right to terminate this Agreement and to enter or re-enter and repossess any areas licensed for the Airline' use hereunder and the facilities thereon, and hold the same as if this Agreement had never been made or issued.

D. Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program. The Airline for itself and its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Airline 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, the County will have the right to terminate this Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if this Agreement had never been made or issued.

E. General Civil Rights Provision. The Airline agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Airline transfers its obligation to another, the transferee is obligated in the same manner as the Airline. This provision obligates the Airline for the period during which the property is owned, used or possessed by Airline 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 "H"

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 ____________________________ ("Airline") and attest that Airline 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 of officer or representative)

____________________________________ (printed name of officer or representative)

State of ____________

County of ____________

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization this, _________ day of ________________, by __________________________.

Personally known ☐ OR produced identification ☐.

Type of identification produced ___________________________.

____
NOTARY PUBLIC
My Commission Expires:
State of ___________ at large

(Notary Seal)

EXHIBIT I

AFFILIATE IDENTIFICATION AND REQUIREMENTS

AIRLINE: ____

AFFILIATE: ______________________ d/b/a ______________________

AFFILIATE ADRESS: ______________________________________

____

____

____

AFFILIATE POINT OF CONTACT: ____________________

Telephone: ______________________________

Fax: ______________________________

Email: ______________________________

Date Start of Service: ______________________________

Date of Termination: ______________________________

Airline and Affiliate acknowledge and agree that Affiliate will comply with all terms, conditions, covenants, and obligations as set forth in the Signatory Airline Agreement for the Palm Beach International Airport, dated ______________________.

AIRLINE

____

By: ______________________________

AFFILIATE

____

By: ______________________________

**Complete form for every Affiliate of Airline