Agenda Item: 3F2

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Mee	ting Date:	October 20, 2020	[x] []	Consent Workshop		
Sub	mitted By:	Department of Airports				
		I. EXEC	UTIVE BRIE	<u>:F</u>		1 1000 1000 1000 1000 1000 1000 1000
Subl		tle: Staff recommends m sent) documents for Signatu rport (PBI).				
2. 3. 4.	Consent for Consen	or Signature and Abaco Four or Signature and Executive J or Signature and GM Interna or Signature and Nicklaus De or Signature and Private Cor	let Manager tional Servicesign, LLC,	ment Inc., effectes LLC, effective 5/1/2	ctive 5/1/2020 tive 2/1/2020 020.	
PBI The Dele	pursuant to Lease Agr egation of	gnature provides fixed based of a Lease Agreement dated seement provides for the sub- authority for execution of the BCC in R-94-1453. Coun	September blease of specified the stand	30, 2004 (R-20 pace subject t ard County a	004-1990, as o the County	amended). y's consent.
Вас	kground a	nd Justification: N/A				
Atta	achments:					
Five	e (5) Consei	nt to Sublease documents (1	l of each) fo	r Signature		
Rec	commende	d By: Zu Haura Departmer	Ded nt Director	bi	9 Date	22-20
Арр	proved By:	County Ad	Mu_ ministrator		/0/5/0 Date	1 <u>3237)</u> e

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fisc	al Impact:							
Fiscal Years	2021	<u>2022</u>	2023	2024	<u>2025</u>			
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 Bu Does this item include the use	dget? Ye e of federal f	s No unds? Yes	X No _X	_				
Budget Account No: Fund Reporting Category			itRSo	ource				
B. Recommended Sources of	Funds/Sum	nary of Fisc	al Impact:					
No fiscal impact. C. Departmental Fiscal Review: William Control of the Control								
III. REVIEW COMMENTS								
A. OFMB Fiscal and/or Contra	act Developn	nent and Co	ntrol Comme	ents:				
OFMB (<u>w</u> q/13/10		Contrac	t Dev. and Co	2/25/2020 Ontrol			
B. Legal Sufficiency:								
Assistant County Attorney	<u>0</u> /2/202	10						
C. Other Department Review:								
Department Director								

REVISED 11/17

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

CONSENT TO SUBLEASE

PALM BEACH COUNTY, a political subdivision of the State of Florida, the "COUNTY", by and through its Department of Airports, under that certain Lease Agreement for Fixed Based Operator with Signature Flight Support, LLC f/k/a Signature Flight Support Corporation (the "LESSEE"), dated September 30, 2004 (R-2004-1990), as amended (the "Lease Agreement"), hereby consents to LESSEE entering into a Sublease Agreement dated April 1, 2020, (the "Sublease") with Abaco Four, LLC, (the "SUBLESSEE") for the sublease of certain premises contained within the leasehold of LESSEE under the Lease Agreement.

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

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

APPROVED this 3 day of SEPTEMBER 2010 by the County Administrator or the Director of the Department of Airports on behalf of and pursuant to the authority granted by the Board of County Commissioners.

By: __

Director of Airports

Approved as to Form and Legal

Sufficiency:

. . .

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



SPACE PERMIT

ABAFO 93900

"Effective Date": April 1, 2020

"Signature": Signature Flight Support, LLC, a Delaware corporation

"Permittee": Abaco Four, LLC, a Florida Corporation

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

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

Building Name	Space Type (Hangar/T-Hangar) (Office/Shop/Ramp)	Rentable Square Feet	Suite Number	Monthly Base Rent
Hangar E or A	Hangar	2,793		\$1576.00
	hly "Facility Charge"			
Additional Mont	hly "CAM Charge" 1			\$206.00
				\$22.96
TOTAL MONTHL	Y BASE RENT			\$1804.96

¹ Charge is based on Permittee's proportionate share of actual reimbursable expenses from Immediately preceding year and is subject to annual adjustment.

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

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

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

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

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

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

Aircraft Make	Aircraft Model	Tail Number	Serial Number
(1)Beechcraft	King Air 300	NAGORM	FA-66
(2)			
(3)			
(4)			
(5)			
(6)			

"Term": This Space Permit ("Permit") shall be for an initial term, commencing upon the earlier of the Effective Date ("Effective Date") or the date on which Permittee actually took occupancy of the Space and expiring March 31, 2021 ("Term").

"Security Deposit": \$ 1100.00 (on file)

Paye 1 of 0

Pormittee initials: M Signature initials:

Spaco Permit REV 01-16-2020

Addresses for Notices:

If to Signature: Signature Flight Support, LLC Attention: General Counsel 13485 Veterans Way, Sulte 600 Orlando, Florida 32827 Facsimile: (407) 648-7352

With a copy to: Signature Flight Support, LLC Attention: Manager, Contracts 13485 Veterans Way, Suite 600 Orlando, Florida 32827 Facsimile: (407) 648-7352

And
Signature Flight Support, LLC
Attention: General Manager
1500 Perimeter Road
West Palm Beach, FL 33406
If to Permittee:
Abaco Four, LLC
9394 Wrangler Drive
Lake Worth, FL 33467
Attention: Rick Jackson
Work 954-275-2067
Email and lact oncopy on and com-

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

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

Signature Flight Support, LLC

By: White Ellisted Printed Name: Mechan E Wh. +fen

Title: Title: Controller

Date: 3 30 20

Witness: Printed Name: Printed N

Space Permil REV 01-16-2020

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Permittee Initials: M Signature Initials:

SPACE PERMIT GENERAL TERMS AND CONDITIONS

- 1. <u>Basic Provisions</u>. The Bosic Provisions preceding these General Terms and Conditions are incorporated herein and binding upon Signature and Permittee. For purposes of this Permit, Signature and Permittee may from time to time be referred to individually as a "Purty" and collectively as the "Porties."
- uns remmi, agrature one reminitie may non une de une de reterior la nomitualy as a runy and conscively as the reministion of this Permit He for form as defined above. Permittee shall vicate the Space upon the expession or entitler termination of this Permit. Permittee's delay in so Signature for, and indemnity Signature against, all darrages, costs, Habrids and expenses, Including attempts' leas, which Signature shall for increased to 200% of the Base Rent Item in affect and Permittee's obligation to pay Aggregate Rout shall online; but nothing herein shall find any of Signature's rights or Permittee's obligations arising from Permittee's failure to vucate the Space und remove all persons and property thereform at any time after the explication of this Permit and Permittee's obligations and covergants arising pursuant to this permit, including but not limited to its varivers, and obligations to relimbure and indemnity Signature as provided in this preceding seitlence or as otherwise and indemnity Signature as provided in this preceding seitlence or as otherwise and in this Permit.
- Altouril. The Hangar Space and for Ramp Space, as applicable, shall be used and occupied by Permiliae for the storage of only the Aircraft.

Ront

- a. Basa Ront, Ponnittee agrees to pay Basa Rent to Signature (a prorated amount if the Term commences on a day other than the first day of the month), and, on the first day of each month thereafter Aggregate Rent (as defined below). Base Rent is payable in advance without notice, setoff, demand or deduction, except as provided in this Parmit,
- b. Annual Base Rent Adjustment. On the first analysisary of the Effective Date and continuing each anniversary themation (each an "Adjustment Date"), the then-current Base Rent shall be increased by thme percent (3%).
- C. Supplemental and Aggregate Rent. In addition to the Base Rent, Permittee shall pay to Signature, on a monthly basis, except for real estate texts which shall be paid on an annual besis, along with such Base Rent, any and all additional sums other than Base Rent due and dwing to Signature as a result of Permittee's tensicy, including but not limited to the Facility Charge, CAM Charge, and those amounts referenced in Section 4(d) below ("Supplemental Rent"). Base Rent and Supplemental Rent ore hereinafter referred to collectively as "Aggregate Rent".
- d. Alront Concession Fees and Charges; and Taxes. Permittee agrees to pay Alront concession fees, charges, and/or laxes, which shall be assessed at the rate applicable at the time of each monthly Gese Rant payment and subject to charge at the Aliport's for Authority's discretion, as well as all applicable and then-prevailing state and federal taxes relating to Permittee's use and/or the ferms and conditions of this Permit, including but not limited to ad velocion and real estate taxes.
- e. Common Area Maintenance. (CAM) Charge: Permittee support of the operation, upkers of expenses of every kind paid or incurred by Signature for the operation, upkers, maintenance, repair or renewal of the Signature monthly, as Additional Rent, the Permittee's proportionate share of expenses of every kind paid or incurred by Signature for the operation, upkers, maintenance, repair or renewal of the Signature of Common Usa Areas. The CAM Charge shall include, but is not limited to, maintenance and landscaping, fire suppression system maintenance and conflictation, security and access control/piones, utilities, and property insurance. Notivilitationally, the foreignly, the CAM Charge shall be collect the following: (1) Moster Lease rent; (2) capital improvements; (3) mortgage payments; (4) depreciation; (5) lassing commissions, alterneys' fees, space planning costs; (6) any amounts paid to affiliates of Signature in the extent exceed amounts that would have reasonably been paid to unrelated third parties for similar services; (7) any of Signatures' overhead and general administration expenses; (8) devertising and promotional expenditures; (9) penaltias, fees or interest incurred as a result of Signature's fallure to make a payment when due. The CAM Charge shall be editated annually.
- f. Late Fee. Any payment and the payment not delivered within seven (?) calander days following the dated us shall be subject to a fate (so equal to the greater of; (!) \$100; or (ii) to percent (10%) of the emount due, but in no event ligher than maximum rate allowable by low. Any halo fou so imposed shall be deemed Supplemental Rent.

 5. Security Deposit. Permittee shall deposit the sum of two (2) months' satinated Base Rent ("Security") with Signature as security for the faithful performance by Permittee of its obligations under this Permit. Signature as a security for the faithful performance by Permittee of its obligations under this Permit. Signature as a security for the faithful performance by Permittee of its obligations under this Permit Signature as apply any portion of the Security against any indebtedness which is not paid when due, its Signature as a security for the calibration as a security for the faithful performance in security against any indebtedness from such security to the sum of two (2) months' estimated Base Rent-withinfon (10) histories days of Signature's written demand. Payment of any indebtedness from such Security does not waive Signature's written demand. Payment of any indebtedness from such Security and the second such security, without interest, upon Permittee's particular under this Permit at the end of the Term
- Authority, Permittee represents that it is fully authorized to enter into this Permit on behulf of the Permittee and any owner(s) of the Aircreft and to bind the Permittee and to be permittee and conditions set forth in this Permit. Alterait on
- 7. Storage. Permittee shall prohibit the storage, maintenance (including washing), or operation of any motor vehicle, recteational vehicle, or boat in the Space. Permittee covenants and egrees that at no time during the Term will Permittee, together with its egents, employees, contractors, subcontractors, invitees, officers, directors, survents or vendors (collectively, hardinalter referred to as ("Permittee Group"), be permitted to store, maintain or operate any motor vehicle, recreational vehicle, or any vehicle considered to be personal property in, around, or upon the Space.
- 5. Common Areas, Permittee is pulliorized to use designated common use areas of the Basa, including, but not limited to, restrooms, entry ways, hallways and vending areas, as specified by Signatures local general manager, subject to reasonable rules and regulations imposed by Signature.
- 9. Security of Personal Property. Permittee is at all times responsible for occuring and looking the Alterest, including but not limited to properly albehing the down repose of chains. Signature shall not accept keys to Permittee's Afreati, automobiles, or other vehicles. Signature shall not accept keys to Permittee's Afreati, automobiles, or other vehicles. Signature shall not accept keys to Permittee's Afreati, automobiles, or other vehicles. Signature shall not be responsibility for the stronge or security of Permittee's Afreati, automobiles, or other vehicles. Signature shall not be responsibility for the stronge or security of Permittee's Afreati, automobiles, or other vehicles. Signature are for the protection of Signature's own interests; that Signature are for the protection of Signature's own interests; that Signature are for the protection of Signature's own interests; that Signature are for the protection of Signature's own interests; that Signature are for the protection of Signature's own interests; that Signature are for the protection of Signature's own interests; that Signature are for the protection of Signature's own interests; that Signature are for the protection of Signature's own interests; that Signature are for the protection of Signature's own interests; that Signature are for the protection of Signature's own interests; that Signature are for the protection of Signature's own interests; that Signature are for the protection of Signature's own interests; that Signature are for the protection of Signature's own interests; that Signature's acceptance of responsibility of Permittee and the local law engineers.
- 10. Utilities. For purposes of this Permit, "Utilities" shall mean healing, cooling, electricity and water. It Permittee requires utilities other than those or in quantities greater than those evaluable at the Effective Date, Permittee is solely responsible to errange for them, coordinate their installation with Signature's requirements, and pay for such costs, including any
- Impactises.

 1. Master Loase: Altoretion of Prevailing Lout Roots by Authority. The Master Lease and all amendments discrete, pilor to and subsequent to the Effective Date, are incorporated hatelin and are available for Permillee's inspection and review. The ferms and conditions of this Permil shall be authled and subscribed in all respects to the Master Lease, as amended from time to time, and any provision of such Master Lease required to be addressed hardle shall be deemed incorporated herein. Signature reserves the right to increase Permillee's their prevailing monthly Base Rent and/or Supplainential Root by a corresponding uniform of any kneeds imposed by the Authority of any office authority having jurisdiction over the Alignature's leaselook interest by changes in rules, regulations, ordinance, order, decreas, or any law resulting in enforcase in the prevailing land rent or concession fees, oit, applicable to Signature, including but not finding to dispration or neglective in the prevailing and matter or neglective in the prevailing in enforcase and in the prevailing and matter or the prevailin
- 12. Taxes, Additionally, Permittee agrees to pay all such taxes and assessments, which are assessed egainst or provided to Signature for personal property in the care, custody and control of Permittee located in, on or about the Space. Signature grees to furnish Permittee promptly with all perform of official tax bits, statements, invoices, and assessments consistent with Signature's receipt of some. Permittee hereby authorizes Signature to provide information platflig to the presence of Permittee's personal property on or about the Space as requested by any governmental authority having jurisdiction or authority with respect to the taxetion of such personal property.
- 13. Signature Ancillary Services. It is acknowledged by the Parties that other services not described in this Permit may be requested by Pornittee for the Alcreft (or on behalf of the Arcreft covered for the Alcreft (or on behalf of the Arcreft covered for the Arcreft c

Pormittee initials:

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Such requests may be made by Permilipe verbally or in writing. If such Ancillary Services are provided, Permiliber agrees to pay Signature for all such work, which shall be subject to all of the terms and conditions of this Permit. Any sums due and owing to Signature as a result of its provision of Ancillary Services shall be Supplemental Rent unless paid for at the time of

- 4. <u>Profitibited Uses.</u> Permittee shall not use the Space for any use which is not expressly allowed by the Master Lease or any applicable rate or regulations, and further, Permittee study not allow the use of the Space for the operation of a fixed base operation or any business substantially similar to any postion of Signature's authorized general or commercial eviation operations at the Airport. Parmittee expressly warrants and represents without limitation that it shall not at any time during the term of this Permit undertake for its employees, agents, subcontractors, or levities, any services permitted to Signature under the Mester Lease, including, but not limited to its employees, agents, subcontractors, or levities, any services permitted to Signature under the Mester Lease, including, but not limited to the following:
 - installation of any fuel atomae and dispensing facilities (including mobile delivery of fuel);
 - Receipt and storage of any fuel product, lackiding, but not limited to, aviation and motor lucis; into-plane or into-truck delivery of any aviation or motor fuels; b.
 - C.
 - d, Rotorcraft or alician sales or rentals (Permittee demonstration slights excluded);
 - o. Flight baining (Pennillee in house flight baining excluded);
 - Rotorcraft or alremit radio and instrument sales and sarrice (avionics);
 - Specialized rotorcraft or alteraft repair service for a third party;
 - (). (). Air transport of mail or cargo for tilro;
 - Hangality or scribbing of alreadt for a third party, including without limitation that of a liberation or non-based lenant, authorant, sub-permittee, great, or invition of the Parmittee; ١,
 - Dolcling of nircrals
 - ļ. ķ. Temporary parking, including exemight parking, of alterall, other than the Aircraft:
 - Maintenancel aviouses services for a little party;
 - m. Wash aircrail:
 - Other activity newerse or disminity a to Stanature or Almort infereste as a may be determined by Stanature in its sole but reasonable Indoment. n.
- Titled Party Veridors. Any third party socking access to any part of the Space and/or the Base to perform any commercial scivilly ("Titled Party Veridor") may enter Signature's hold (Including the Space) only after the Third Party Venidor has 15,
 - a, Executed the Vendor Rolease, on exemplar of which is attached as Exhibit A;
 - Provided Signature with a Certificate of insurance for the regulate treutance coverage; and, b.

C. Obtained white authorization for only from Signature via its execution to the Vendors Release.

Permittee shall be at any and all costs associated with anxieting such Third Party Vendors fully compty with any and all provaling Airport and government regulations, including, but not limited to, authorization to perform services by the Authority Divorgh Signature, those of the Federal Aviation Administration ("FAA") and the Transportation Security Administration ("TSA") for all purposes, including, but not limited to security, identification, and clearance for access. Permittee egines that at no time shall it or its Third Party Vendor's activities infining upon the ability of Signatures other customers or Signature to conduct business or operate abroald, including, but not limited to, ingress and egines from the Space and/or Signature's leasehold.

- 16. Termination of Moster Leans. If the Moster Loase is isrminated or obeled, such fermination or abatement shall cancel or obtate this Permit and Permit end Permit of Signature's successor-in-interest or to the Authority for rolled or continuous of its rights as established in this Permit. Permit or shall have the right for remove all of its fixtures, equipment, poisoned property and other property from the Space deemed to be removable or non-improvement provided Permittee shall repair any damage to the Space as a result of such removable.

 17. Pastruction or Condemnation of Space. It, after the Effective Date, any significant position of the Space is destroyed by the content of the Space in the S
- 17. <u>Destruction or Condemnation of Space.</u> (I, after the Effective Date, any significant portion of the Space is destroyed by fire or other casualty, Permittee or Signature shall have the option upon written notice to the other Party to tournate its obligations under this Permittee shall not exercise such right in the event such destruction or casualty arises either directly or hiddresty from Permittee's acts or omissions. If all or part of the Space is taken or condamned by any authority for any public use or purpose, which renders the Space unternable or unusuable, this Permit shall terminate as of the date title vests in such authority, and the Aggregate Rent dual to apportioned as of such date.
- Accoptance: Maintenance: Surrentler,
- Permittee accepts the Space in its 'es is' condition on the Effective Date of this Permit and Signature shall have no liability or obligation to make any affections or Permittee accepts the space in its as is consistent on the checked of the permittee and allowing a non-interest of expensions of improvements of any kind on or down any portion of the Space. Permittee shall not allor the Space in any testion without the prior written consent of Signature, which may be withheld in Signature's sole discretion. Upon the expension of the Permittee and situates and improvements made to the Space, specifically excluding furnitures and Permittee's leade faxtures, shall, at Signature's option (to be exercised in its sole discretion) either (i) become the property of Signature and shall remain in the Space, whiteut compensation or payment to the Permittee, unless otherwise agreed to in writing by Permittee and Signature, or (ii) be promptly temoved by Permittee, and Permittee unled, at its sole exist and expense, restore the Space to the condition that existed immediately prior to its occupancy of the Space (normal wear and lear excepted) and repair any damage resulting from the removal of the alumoveneral bne erollibhe
- b. Subject to section 4.o. horetri, Signature is responsible for coordinating all necessary multitenance and routine repair to the Space, specifically excluding any Permittee requested improvements to the space as set forth in Section 18.u. horetri. Permittee steal be responsible for all makinemens and repair costs arising from the sets or omissions of the Permittee Group. Permittee shall be responsible for keeping the Space sheet for complying with applicable rules and regulations for the operation of equipment and Permittee's business within the Space. The cost of pulled sorvices to the Space shell be the responsibility of Permittee, Permittee shall have the exclusive right to engage a janitorial service provider of its choice.
- Permittee what not perform or conduct any operation that in any twey adversally impacts the structural integrity of any portion of the Space or which accelerates its ordinary delerioration.
- Upon the exploration, or cartier lemmination, of the Tenn, Potmittee shall increaded by remove its personal property and surrender the Space to Signature in good ropals and broom clean condition, ordinary woor and fear excepted.
- 6. Signature and the Authority was enter the Space at all reasonable times for the purpose of routine linepactions of the Space, or any other purpose reasonably necessary to protect Signature's or Authority's interest in the Space or to perform Signature's or Authority's duties under this Permit.
- Signago. Permittee strait not place or permit to be placed in or on the Space ony signs or insignize without Signature's and, if applicable, the Airport's writen consent, in the stock parties.
- 20. <u>Non-Exclusive Enginents.</u> Signature grants to Permittee a non-exclusive easenvent to transition Pormittee's Aircraft, If applicable, to and from the Hengar Deck Space or other aircraft alonge space controlled by Signature to an Airport textway and to provide logress and eigness to and from the Space for authorized vehicles, including, all vehicles and other equipment required by Permittee's employees, vendors, contractors and authorized subcontractors. All vehicles and vehicle operators shall fully comply with Signature's and the Authority's rules and regulations regarding Airport and Aircraft Operations Area (AOA) access.
- Althor Security. Permillee and the Permillee Group shall comply at its own exponse with all applicable security requirements, including, but not kindled to, those of Signature, Pedoral Aviation Regulations ("FAR") and the TSA, any Airport Security Program, all as amended from time to time. Permillee shall take all action necessary or as directed by Authority to ensure that members of the Permillee Group comply with such requirements. If Signature or the Authority facur any times as a result of the sets or omissions of the Permittee analysis. Permittee are the Authority facur any times as a result of the sets or omissions of the Permittee and the Authority facur and the Authority reserve the right to take wholever scion necessary to cure any security deficiency if Permittee fails to remedy the security deliciency promptly and to be relimbursed any and all costs and exponses associated with such action.

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Permillee initials: Aux Signature initials: Aux

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

Insurance.

Minimum lagurance dollar limits required of Permittee:

Minimum insurance doller limits required of Permittee;

I. Alcoant Hull and Lightifly

(1) Algorid hull; All risk binoted hull insurance for 100% of total alcoant coal insuring against less to alcoant or other property

(2) Algorid hull; All risk binoted hull insurance (ground/light) with a minimum combined single limit at least equal to the requisite commercial general liability covering shall be conditionally waited if this Permit does not include the alonge of an alcoant. This conditional waiter shall be automatically revoked and Permittee shall obtain the requisite coverage if this Permit is later amended to add alcoant along a space.

(i) Conjunctiful Egiperal

(ii) Clines Space only: Combined single limit \$1,000,000 per occurrence

(iii) Turbo Jet Alcoant: Combined single limit \$3,000,000 per occurrence

(iv) Turbo Prop Alcoant: Combined single limit \$1,000,000 per occurrence

(iv) Turbo Prop Alcoant: Combined single limit \$1,000,000 per occurrence

(iv) Turbo Prop Alcoant: Combined single limit \$1,000,000 per occurrence

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(iv) Turbo Prop Alcoant: Combined single limit \$1,000,000 per occurrence

(iv) Turbo Prop Alcoant: Combined single

III. Proparty

III. Proporty

III. P

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

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

Minimum Instrumes dollar limits required of Signature; Signature shelf at all times during the Term, at is sole cost and expense, maintain the some types and emounts of insurance required under the Master Lease.

24. Indomnification.

a. Permittee's Indemnification. Permittee shall be flab's for the acts or ontestions of the Permittee Group, without limitation and further agrees to indemnify, defend, and torser hold interies Signature, contractors, understanding, the Authority and their respective officers, directors, employees, agents, nervants, contractors, subconfirators, vandors, invitees (collectively, the "Signature Group") from and against any and all claims, liabilities, losses, demands, fires, suits, penaltics, actions, judgments or other expenses, including, but not limited to, FAA and TSA fines or assassments, reasonable attorneys' fees and costs (collectively, "Danieges") incurred by the Signature and alsing from any negligible acts or omissions of the Permittee Group; provided, forwever, that this indemnify does not apply to Danieges' accused by the negligence of Signature and its respective officers, directors, and employees. Such informatification is subject to and limited by Paragraph 22 Limitation of Lability.

b. Signature's indomrification. Signature shall be liable for the acts or emissions of Signature and its respective officers, directors, and employees willout limitation and forther engress to indomrify, defend, and forever held inamies the Pennittoe Group from and against any and all Damages incurred by the Pennittoe Group and arising from any negligent or willful acts or emissions of Signature and its respective officers, and employees; provided, however, that this indomnity does not apply to Damages caused by the

Permilice initials:

Space Permit REV 01-16-2020

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acts or omissions of the Parmillee Group, Such indemnification is subject to and limited by Paragraph 22 familiation of Liability.

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Environmental Removal and Disposal.

- a. Compilance with Environmental Regulation, Pormities is solely exponsible for the proper removal and disposal of all hazardous substances, hazardous westes, and potroleum products as defined and regulated under applicable local, state, or federal law (collectively, "Regulated Substances") that Pormities, or Permities Group, generates or otherwise brings, or gauses to be brought onto the space or Airport. Such removal and disposal shall include, but not be limited to, proper documentalism of such Regulated-Substances under its assigned Environmental Protection Agency [PEPA') Identification Number in Permities's name, Permities agrees to provide Signature, upon request, with the required EPA identification flumber and copies of any and all documentation in Pormities's name. Permities and explose by local, state and federal law and any and all Airport requirements in such removal and disposal. Additionally, Permitten's representation for any and all environmental contamination that impacts the Space or any portion of Signature's teasehold premises as a result of the Permitine Group's storage or funding of any Regulated Substances on; in maxife the Spaces.
- b. Environmental Audita. Permittee strait a strain state of the foreign a strain strain and the strain and strai
- content to conduces and shull be online on elementsoment for any and an costs directly or indirectly associated with such confection action.

 C. Indemnitication by Pormitice. Parmitice shall indemnity, defend, and torover hold harmless the Signature Group from and expaints all environmental claims, liabilities, damages, fines, penalties, losses or impairments, holding, but not limited to, any penalty or fine imposed by any governmental expense and the expanse of cleaning up or disposing of any Regulated Sutratavora, as well as any and all reasonable alternarys fices (collectively, "Environmental Damages") resulting from the use and occupancy or any negligent act or ontission of the Permitice Group. Permitice at all not be responsible for any type of Environmental Damages or any environmental conditions that existed before the Effective Date of the first space permit extend into between the parties of their prodecessoral, except to the extent the Permitice Group exacorbates any such issue or matter. The indemnities set forth herein Peragraph 25(o) shall survive the termination or explication of this Permitic.

 Environmental Resolution of the Permitical Committee of the extent of the particular of the permitical production of the Permitical Committee of the particular of

Inerein Paragraph 25(o) shall survive the termination or expitation of this Parmit.

d. Environmental Protection Procedures. Permittee shall conduct its operations to mised or exceed requirements set forth in applicable local, state, and fedural laws and in secondance with safe and proper industry practices in order to provent environmental eckdents. Such precious include but are not limited to the following:

(i) Permittee shall proper industry practices the order to provent environmental eckdents. Such precious include but are not limited in the following:

(ii) Permittees shall property lated all times protect the order from epits of Regarding such requirement and the proper operation and maintenance of this drainage system, and immediately notify Signature of any discharge;

(iii) Pormittee shall property lated all containers and shall not place or maintain open containers outside of the Space;

(iii) Pormittee shall property lated all containers and shall not place or maintain open containers outside of the Space;

(iii) Pormittee shall property lated all containers and shall not place or maintain open containers outside of the Space;

(iii) Pormittee shall property lated all containers and shall not place or maintain open containers outside of the Space;

26. Compliance Will Lavs. Each member of the Signature Group and the Permittee Group shall comply with all prevailing and applicable foderal, state and local rules, régulations, orders, and lavs of all privations laving authority, including, but not limited to the Altport, FAA, TSA, in which the space is located. Permittee expressis and warrants to Signature that Permittee is located. Permittee the protection of the U.S. Department of the required to the regulations of the Office of Portigon Assats Contact (CFAC) of the U.S. Department of the required to the regulations of the Office of Portigon Assats Contact (CFAC) of the U.S. Department of the regulations and Blocked Persons List. Permittee is currently in compliance with, and shall at elet times duri

- 27. <u>Firetons.</u> The Parillas acknowledge that no broker was in any way involved consummating this Parnit and that no convenations or prior negotiations were had with any broker. The indomnities in Paragraph 24, above, shall be applicable to claims by any broker for a brokerage commission orising out of this Parnit.

 28. <u>Notice.</u> Any notice or demand required under this Parnit may be by personal service, courier, recognized overnight delivery service, or United States mail are deemed properly delivered effective the likid (3rd) business day and personal service, courier service and deemed service deemed service and deemed service are deemed service and deemed service.

Dafault: Reinedles.

- 29. Default; Reinedies.
 8. It shall be considered a "Dofault" pursuant to this Permittie falls to make, within touteen (14) calander days of the date due (the "Grace Period"), payments of Aggregate Rent or any other payment required herein; (ii) Permitties shall fall to perform any non-monetury coverant herein, and such default shall continue for a period of thirty (30) days or such period of time as otherwise a pecified in this Permit rite receipt of willow notice of the default from the non-defaulting Party, provided, however, that it such Default is not reasonably susceptible to come within such titirty (30) days entitle a period of time as may be required to pursue, through this best eard most diligent offorts, the required corrective action, not to exceed an additional thirty (30) days (this autscalion if shell not apply to Permitter's fellute to pay Aggregate Rent or to any Parties (office to comply with federal, state, local), or other taw, statute, or regulation); (iii) Permitter to an arrangement) or under any other debtor protection kerrs (iv) a polition for receive the Bankruptcy Act or any amendment therete (heclading a polition for remognatization or an arrangement) or under any other debtor protection kerrs (iv) Permitter assigns, implice a retreatment his Permit without Signature's express and advance writing authorisation; or, (vii) libers is a setzuare of this Permit or the Space or any part thereof, upon execution or by other process of key directed against Permittee, or upon or subject to any creditor's astachment. The Grace Period referenced above with respect to innovatory payments shall be revoked without further notice to Permittee in the overal Permittee falls more than two (2) times to timely defiver any payment when due (regardless of cittes) in any given consecutive twolvis (12) month period.

 In the event of any Ordault Resource. Straature shall have the right of pursues any combination of the following remedies: (it terminate this Permit: filtermove the
- (regardioss of circe) in any given consecutive twelve (12) month period.

 D. In the event of any Default forwarder, Signature shall have the right to pursue any combination of the following remedies: (f) terminate this Permit; (iii)remove the Alicraft and other personal property from the Space and relocate the Alicraft for any beating on the ramp upon termination and without notice and Permittee horeby walves any right or claim to recover demages from Signature reading to such towing, removal, and relocation or storage on the ramp; (iii) declare all Aggregate Rent and other amounts payable horeunder for the balance of the Term to be immediately due and payablo; (iv) portorn any of Permittee's obligations and Permittee shall relimbure Signature and any and all costs and expenses incurred in the immediately due and payablo; (iv) portorn any of Permittee's obligation and Permittee shall pay all costs and expenses incurred or chargeable to Signature as a result of such sale; (vi) Signature may, all Signature's sole option, alter or repair the Space as necessary in order to rate the entire or any part or parts of it ellips in Signature's excitors to terminate this Permittee's plant and outstanding shall be constituted as Signature's excitors to terminate this Permittee's otherwise. Permittee's permittee's and Permittee's succassom and assigns thereby invocably constitutes and appoints Signature as its agant to colect the fonts due and to become due under any of Permittee's permit for the Space (or any parts through the pay all or the payable of the permittee's obligation to pay any unpaid trained of Aggregate Rent due or to become due under any of Permittee's permit for the Space (or any parts through which is any emphasis and expenses the or to become due under any of Permittee's permit for the Space (or any parts through which is any emphasion to pay any unpaid trained of Aggregate Rent due or to become due thereunder. In addition to the foregoing, Signature is a full to all rights and remodes available to it also
- If either Party Institutes an action to enforce its rights under this Porrull, the prevailing Party shall be relimbursed by the other Party for its reasonable eitherneys' fees In addition to any other recoverable damages.
- d. If Signature shall fall to perform or observe any coverant or requirement of this Permit, and such fallure continues for a partial of thisty (30) days following receipt of written notice from Permittee of such fallure (provided that such time period deal be reasonably extended for so long as Signature difficulty prosecutes such cure), Permittee shall have the right to terminate this Permit by written notice to Signature.

Space Permit REV 01-16-2020

Pane 8 of 8

Parmilles Initials: (LIV) Signature Inilials:

- A. Permilloo agrees that any emounts outstanding beyond any grace or core period set forth in this Permil shall best interest at the rate of one and one-half percent (1.5%) per menth of the definquent amount, but in no event shall the foregoing exceed the nuxtimum amount allowable by applicable law.
- Indusendent Contractor. The relationship between the Parties shell be that of independent contractors for all purposes and in no event shall persons employed or relatived at be employed or relatived and be employed or independent for all purposes and in one of the other.
- 31. Parce Maleuro. Except for the payment of Appreciale Rent sixt any other sums due hereinfear by Permillea, pellher Perty shall be dislyte for its failure to perform under this Permil or for any loss, injury, damage or delay of any nature that is caused by any sot of God, set of famorism, act of nature, line, flood, who storm, strike, labor dispute, not, insurrection, was or any other cause beyond either Perty's control, providing, however, should the force majoure continue for more than sixty (69) days, either Perty may terminate this Permit upon tan (10) days' written totice.
- 32. Governing Law. This Permit shall be construed, intermeted, and enforced in accordance with the laws of the state in which the Space is located,
- WAIVER OF JURY THIAL. THE PARTIES HEREBY WAIVE THEIR HIGHT TO TRIAL BY JURY. 33.
- 33. <u>Water Deaux Trial.</u> The Parties iterate wave their high to use, including, place to any part thereof, or permit the use of the Space by any other part willout Signature's prior writing consent to such a transaction shall not be desired a religate of Permittee in the Authority. The use of the Space by any other part willout Signature's prior writing consent to such a transaction shall not be desired a religate of Permittee in the Permit, whose otherwise stated in writing by Signature. Any such contemplated assignment or subfielding may further be subject to advance, writing in prior at by the Authority. The use of the Space by any alternative in the Aircraft defined above shall be subject to Signature's prior written approval, which may be withheld in its edu discretion. Any such transactions in violation of the foregoing requirement shall be considered mits and shall considered mits and of the space by any alternative to the prior written approval, which no cure period is available; provided however that the obligations of Permittee horounder shall remain in full force and effect, including but not limited to the insurance, writer and indemnification provisions, nutwitistanding such a transaction or change of alread.
- 35. <u>Fuel Purchases.</u> Unless Permillea occupies Citics or Shop Space only, Permillea agrees to purchase reasonable and substantial quantities of fuel from Signature in connection with the operation of the Almian based or otherwise operated from the Space in exchange for Signature furnishing Permittee, the use of Signature's general avoid a general avoid or terminal facilities and amenifies, as well as furnishing other basic and customary Ancillary Services related to the Alcrolit feed or operated from the Space. Such fuel purchases constitute an integral part of the basic of bargeln and moterial consideration for Signature to enter into this Permit at the rental rates set forth herein.
- 36. Alterait Towlini. Signature shall have the primary responsibility to tow Atcredit at the Altport as one of the Ancillary Services offered by Signature. The Permittee Group agrees not to undertake the lowing/epositioning of the Alcost, except in the event of an emergency. "Envergency" is defined as an unanticipated and sudden event in which the safety, security or integrity of an Alcost or a person, or their property, is in imminent part or jeopardy. Permittee shall indomnify, defend and hold humitess the Signature Group from and against any and all damages resulting from towing by Permittee.
- <u>Fine of Easence</u>. Time is of the easence in this Pennil.
- 38. Amendment. No amendment, modification or allocation of the terms of this Permit shell be blinding unless it is in writing and executed by both Padles.

 39. Entire Agreement. All Exhibits attached herete are fully incorporated into the terms and conditions of this Permit, or conditions in the parties into an attached herete and ell prior correspondence, increment, an egotistions, or understandings (written or creat) and are marged into and superseded by this Permit, excepting the Parties' joint and several obligations under the Master Lease. This Permit shall be interpreted simply according to the plain mounting of its terms and not attrictly for an against with Party regardless of which Party draited it.

 40. Severability. If any authority with proper jurisdiction determines that any provision is itegal, unenforceable, or invalid in whole or in part for any reason, all valid and enforceables.
- 41. Anglicability. The provisions of Panagraph 22 and Paragraph 24 shell blow Parmilloe and Signature will respect claims, tosses, and damages arising with respect to the Space and all additional services performed by Signature with respect to the Permittee Group and its property (including the Alicrott) throughout the Base and at any other fixed base operation expected, managed or controlled by Signature.
- Election of Remodies. The Parties' rights and remodies are completive and in addition to all other rights and remedies at law and equily. No action initiated by either Party
- shall be construed or interproted as a solo election of remedias and wai in no way distribution, restrict, prefutice or nilisarvise waive any other rights or remedias.

 43. Authority Consent Required. Permitice ecknowledges that, pure and to the provisions of the Master Lesse, Signature may be required to obtain Authority's written consent to this Permit, and accordingly, if applicable, the obligations, understandings and commitments of the Permit and secondingly. If applicable, the obligations, understandings and commitments of the Permit and secondingly. If applicable, the obligations, understandings and commitments of the Permit and secondingly.
- to this Permit, and accordingly. If applicable, the obligations, understandings and commitments of the Permit and secondary, subject to obtaining such Authority consent.

 44. Estephic Certificates. Permities shall, within filteen (15) days after any written request from Signature, execute, acknowledge and deliver a statement certifying certain tacts request. In a statement of this permit, including but not limited to confirming the effectiveness of this permit and the states of any defaults thereunder and/or such other matters as Standard may reasonably request. Any such alatement within the limited properties provided by Signature, its lenders, insurance certiers, and prospective purchasers. If Permittee shall had be executed with the matters and fortific therefore.

 45. Rejocation. Notwithstanding any provision of this Permit to the contrary, Signature shall have the right to (emporarily relocate the Aircraft to reasonably atmiter space at the floss without prior notice to Permittee shall have the option to permittee shall have the space upon thirty (39) days prior written notice to Permittee and al Signature's sole cost and expense. In the event Permittee objects to such permental telocation, Permittee may aleat to termitable this Permit by written notice for Permittee with such to receive the foregoing notice with such termities after the oregoing notice mitted to Signature with such to the foregoing notice in sole of the foregoing. Signature is sole discretion.

 46. Non-Water. No water by any Perty of any of the provisions have a state in the protein of the Base in Signature's sole discretion.

 46. Non-Water. No water by any Perty of any of the provisions have a state in the protein of the Base in Signature's sole discretion.

 46. Non-Water. No water by any Perty of any of the provisions have a state in the search of signature is all different character, and witeflier occurring before or after that water. No follower, No calcer by such written values or a similar or different character, and witeflier occur
- remedy, power or privilege.
- No Waste. Permilled shall not commit any wasto upon the Space, or any nulsance or act which may disturb the quiet enloyment of any other tenant of the Bos
- 48. Inclinated Strain not commutating waste upon one space, or any noisance of act with may destruit the quest enjoyment of any other forant of the Base.

 48. Inclinated Weafflor, In the event of any inclinant weather (face) event, a "Storm" Permillee hereby requests that Signature conflict conflict the Hunger Space.

 48. Inclinated Weafflor, In the event of any inclinant weather space, in consideration of such storage, and notabilistanting any other requested the Hunger Space. In consideration of such storage, and notative standing any other requested by the effects of the Storm while in storage in the Hunger Space. Signature makes no warrantees or representations of any kind that the Alteralt early be damaged or destroyed by the effects of the Storm. Permilleo agrees to indemnify, hold harmless, release and defend Stynature and the Signature Group from any and all Damages arising out of any effects of a Storm. Permilleo adverse the standing of the storage in the standing of the standing of
- look solely (bits insurance coverage. Parmitice wakes all rights of subrogation for itself and its insurance partiers.

 49. Compliance With Signature Policies. Permittee ocknowledges that Signature is a substaincy of BBA Aviation, pic (*BBA*) which requires its substitution and affinities to comply with any BBA policies. These policies are available at (http://www.signatureavision.com/signaturea/signatur

Remainder of page intentionally loft blank.

Space Permit REV 01-16-2020 Page 7 of 0 Permitée Initials: Signature Initials:

Exhibit A Third Party Vendor Release ("Release")

Chi yorka ya Napir chinasani ani o yana china ani a yana ani ani a yana ani ani a yana ani ani a yana ani ani a	
SIGNATURE FLIGHT SUPPORT LLC, a Delaware corporation, ("Signal Airport," ("Airport"), by its execution hereof, hereby at	are"), which maintains a Fixed Base Operation ("F8O") at the F8O premises of inharizes the following person or entity, ("Vendor"), to enter the F8O premises of
a temporary basis, consistent with the terms and conditions hereinafter stated.	
1 Vendor. The name, address, and telephone number of the Vendor are as	Toflows:
Name: Address Email:	
Service provided ("Service");	
Permittee, tenant. Aircraft owner, plot or other designated representative. Vendor shidesignated for such Service by local Signature management. Vendor expressly agreoperate aircraft or use Signature's leasehold, including, but not limited to, ingress and	es that at no time shall its activities infringe upon the or its customers' ability to
4. Indemnification. Vendor agrees to indemnify, defend and hold harmle employees and Signature's parent, subsidiary, related and affiliated companies from at or judgments, of any kind whatsoever (including those arising from third parties), inc suffered by, or charged to. Signature by reason of any loss of or damage to any propriorialism or non-performance by Vendor or its agents, servants, consultants, contracting Release or by any act or failure to act or negligence of such persons. 5. Insurance. Before commencing Services, Vendor shall evidence the follow.	luding all costs, attorneys' fees, and expenses incidental thereto, which may be arty or injury to or death of any person arising out of or by reason of any breach, ors, subcontractors, licensees or employees of any covenant or condition of this
i. Liability - Airport Premises (1) <u>Commercial general</u> Combined single	limit \$5,000,000 per occurrence, products and completed operations
(2) Molor vehicle Combined single (a) This coverage is conditionally waived if V (2) driven on Signature's ramp. If Vendor	limit \$5,000,000 per occurrence endor does not have a motor vehicle that is both (1) registered in its name and subsequently registers a vehicle in its name and drives on the reatip, the waiver
shall be automatically revoked and Vendo (3) <u>Environmental / pollution</u> Combined Single	r shall betain the requisite coverage. Limit \$5,000,000 per occurrence.
(a) This coverage shall be conditionally waive waiver shall be automatically revoked and aircraft maintenance or if Vendor com	ed if this Release does not include the maintenance of aircraft. This conditional Vendor shall obtain the requisite coverage if this Release is later amended to nences, without amendment, performance of aircraft maintenance in the Space
Worker's Compensation & Employer's Liability (1) Worker's compensation The greater of \$5	00,000 or as required by statute
	corrence for bodily injury by accident
\$500,000 each or	currence for bodily injury by disease
Special Provisions For Certificates of Insurance: All such required lial amployer's liability shall name (exactly as set forth in quotations) "Signature Flight Sauthority" as additional insureds. If the required liability polices do not contain a standability coverage. All required insurance policies, except (1) motor vehicle. (2) worker's in favor of "Signature Flight Support LLC, its parent, subsidiary, related, and affiliated or certificates of insurance that provide at least thirty (30) days advance written notice ubsidiaries. Minimum insurance amounts stated shall not be lowered without expressingert, in which case, the Airport's limits shall supersede the limits stated above.	oility insurance, except (1) motor vehicle, (2) worker's compensation, and (3) Support LLC, its parent, subsidiary, related, and affiliated companies and the dard separation of insured provision, they shall be endorsed to provide cross compensation, and (3) employer's liability shall contain a waiver of subregation ompanies and the Authority". All required insurance policies shall be evidenced be of any cancellation or changes adverse to the interests of Signature or its
VENDOR ACKNOWLEDGES THAT ITS POTENTIAL LIABILITY IS NOT L COVERAGE OR TO INSURANCE POLICY LIMITS REQUIRED IN THIS RI	
Signature Flight Support LLC	Vendor:
8y:	By:
Name:	Name:
Title:	Title:
Date:	Date:

CONSENT TO SUBLEASE

PALM BEACH COUNTY, a political subdivision of the State of Florida, the "COUNTY", by and through its Department of Airports, under that certain Lease Agreement for Fixed Based Operator with Signature Flight Support, LLC f/k/a Signature Flight Support Corporation (the "LESSEE"), dated September 30, 2004 (R-2004-1990), as amended (the "Lease Agreement"), hereby consents to LESSEE entering into a Sublease Agreement dated May 1, 2020, (the "Sublease") with Executive Jet Management, Inc. (the "SUBLESSEE") for the sublease of certain premises contained within the leasehold of LESSEE under the Lease Agreement.

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

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

APPROVED this <u>3</u> day of <u>September</u> 2022 by the County Administrator or the Director of the Department of Airports on behalf of and pursuant to the authority granted by the Board of County Commissioners.

Title: Director of Airp

Approved as to Form and Legal Sufficiency:

By: arre Welgent
County Attorney

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

AIRPORT SPACE PERMIT

"Effective Date": May 1, 2020

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

"Permittee": Executive Jet Management, Inc., an Ohio corporation

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

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

Building Name	Space Type (Hangar/T-Hangar) (Office/Shop/Ramp)	Rentable Square Feet	Suite Number	Monthly Base Rent
Hangar E or A	Hangar	7555		7102.88
Additional Mor	nthly "Facility Charge"			-
Additional Mor	568.23			
Landing Fee N	108.24			
TOTAL MONTH	7779.35			

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

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

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

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

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

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

Aircraft Make	Aircraft Model	Tail Number	Serial Number	
Gulfstream	G-450	N7KV	4117	

"Term": This Space Permit ("Permit") shall be for an initial term, commencing upon the earlier of the Effective Date ("Effective Date") or the date on which Permittee actually took occupancy of the Space and expiring April 30, 2021 ("Term").

"Security Deposit": not applicable

Permittee Initials XB

Space Permit REV 01-15-2020

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Addresses for Notices:

If to Signature: Signature Flight Support LLC Attention: General Counsel 13485 Veterans Way, Suite 600 Orlando, Florida 32827 Facsimile: (407) 648-7352

With a copy to: Signature Flight Support LLC Attention: Manager, Contracts 13485 Veterans Way, Suite 600 Orlando, Florida 32827 Facsimile: (407) 648-7352

And Signature Flight Support LLC Attention: General Manager 1500 Perimeter Road West Palm Béach, Florida 33406

If to Permittee: Executive Jet Management, Inc. 4556 Airport Road Cincinnati OH 45226

Attention: Mike Driller

Work; <u>513-979-6032</u> Cell: <u>513-310-7881</u> Pacsimile: <u>513-979-6836</u> Email: mdriller@elmiets.com

Signature Flight Support LLC

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

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

Executive Jet Management, Inc.

By: Ron Brower
Printed Name: Chris Rosenstre Printed Name: Ron Brower
Title: SVP, Chief Legal Officer
Date: 4/13/20 Date: April 13, 2020

Witness: M. C. Witness: Michael Driller

Printed Name: Michael Driller

Space Permit REV 01-15-2020

Page 2 of 8

Permittee Initials; Pas Signeture Initials;

SPACE PERMIT GENERAL TERMS AND CONDITIONS

- 1, <u>Basic Provisions</u>. The Basic Provisions praceding these General Terms and Conditions are incorporated herein and binding upon Signature and Permittee. For purposes of this Permit, Signature and Permittee may from time to time be referred to individually as a "Party" and collectively as the "Parties."
- Term.
- a. This Permit shall be for Term as defined above. Permittee shall vacate the Space upon the expiration or earlier termination of this Permit. Permittee shall retimburse Signature for, and indemnify Signature against, all damages, costs, ilabilities and expenses, including atterneys' fees, which Signature shall incur on account of Permittee's delay in so vacating the Space. If Permittee shall not vacate the Space upon the expiration or earlier termination of this Permit, the Base Rent shall be increased to 200% of the Base Rent then in effect and Permittee's obligation to pay Aggregate Rent shall continue, but nothing herein shall limit any of Signature's rights or Permittee's obligations arising from Permittee's failure to vacate the Space, including, without limitation, Signature's right to repossess the Space and remove Permittee therefrom at any time after the expiration or earlier termination of this Permit and Permittee's obligations and covenants arising pursuant to this permit, including but not limited to its walvers, and obligations to reimburse and indemnity Signature as provided in the preceding sentence or as otherwise set forth in this Permit.
- b. Notwithstanding anything to the contrary, this Permit may be terminated by Permittee without penalty or further obligation to pay rent, upon 30 days' written notice to Signature, in the event that (1) the Aircraft is sold and not replaced or (2) the Management Agreement between Permittee and the Aircraft owner terminates (or Permittee has received notice of such termination) and provided that Permittee is not in default of this Permit or these General Terms and Conditions.
- Alteraft. The Hangar Space and/or Ramp Space, as applicable, shall be used and occupied by Permittee for the storage of only the Alteraft.
- Rent,
- a. Base Rent. Permittee agrees to pay Base Rent to Signature (a prorated amount if the Term commences on a day other than the first day of the month) on the first day of each month thereafter during the Term. Base Rent is payable in advance upon receipt of an invoice therefor,
- b. Annual Base Rent Adjustment. Effective as of the first anniversary of the Effective Date and continuing each anniversary thereafter (each an "Adjustment Date"), the then-current Base Rent shall be increased by the greater of the following: (i) three percent (3%) or (ii) the "CP] Adjustment". For purposes of this Permit, the "CPI" shall be the Consumer Price Index of the Bureau of Labor Statistics of the U.S. Department of Labor for CPI U (All Urban Consumers), for All Urban Consumers, All Items (1982-1984 = 100). The "CPI Adjustment" shall be an amount equal to the Current Index Number minus the Base Index Number, divided by the Base Index Number. The "Current Index Number, in the event the compilation (2) months prior to the Adjustment Date. The "Base Index Number, is the CPI for the month tweeting the CPI to the Current Index Number, in the event the compilation." and/or publication of the CPI shall be discontinued or materially altered. Signature shall choose a reasonable replacement index. Such Annual Base Rent Adjustment shall be notified to Permittee in writing at least 30 days in advance of such increase.
- C. Supplemental and Aggregate Rent. In addition to the Base Rent, Permittee shall pay to Signature, on a monthly basis if applicable, and upon receipt of an invoice therefor, along with such Base Rent, any and all additional sums other than Base Rent due and owing to Signature as a result of Permittee's tenancy, including but not limited to those amounts referenced in Section 4(d) below ("Supplemental Rent"). Base Rent and Supplemental Rent are hereinafter referred to collectively as "Aggregate Rent".
- d. Alrond Concession Fees and Charges; and Taxes. Permittee agrees to pay Airport concession fees, charges, and/or taxes, which shell be assessed at the rate applicable at the time of each monthly Base Rent payment and subject to change at the Airport's (or Authority's) discretion, as well as all applicable and then-prevailing state and federal taxes relating to Permittee's use and/or the terms and conditions of this Permit.
- e. Late Fee. Any payment not delivered within ten (10) calendar days following the date due shall be subject to a late fee equal to the greater of live percent (5%) of the amount due, but in no event higher than the maximum rate allowable by law. Any late fee so triposed shall be deemed Supplemental Rent.
- Security Deposit. Not applicable.
- 6. Authority. Permittee represents that it is fully authorized to enter into this Permit on behalf of the Permittee and any owner(s) of the Aircraft and to bind the Permittee and the Aircraft owner(s) to the terms and conditions set forth in this Permit.
- 7. Storage. Permittee shall prohibit the storage, maintenance (including washing), or operation of any motor vehicle, recreational vehicle, or boat in the Space. Permittee covenants and agrees that at no time during the Term will Permittee, together with its agents, employees, contractors, subcontractors, invitees, officers, directors, servants or vendors (collectively, hereinafter referred to as ("Permittee Group"), be permitted to store, maintain or operate any motor vehicle; rocreational vehicle, or any vehicle considered to be personal property in, around, or upon the Space
- 8. Common Areas. Permittee is authorized to use designated common use areas of the Basa, including, but not limited to, restrooms, entry ways, hallways and vending areas, as specified by Signature's local general manager, subject to reasonable rules and regulations imposed by Signature.

 9. Security of Personal Property. Permittee is at all times responsible for securing and locking the Aircraft, including but not limited to properly attaching the down ropes or chains. Signature's performance of any Ancillary Services or providing ropes, chains, or chocks does not constitute Signature's acceptance of responsibility for the Aircraft; automobiles, or other vehicles. Signature shall not accept keys to Permittee's Aircraft; automobiles, or other vehicles. Signature shall not be responsible for the storage or security of Permittee's personal property, including but not limited to deliveres made to Permittee.
- 10. <u>Utilities.</u> Signature agrees to pay all reasonable and customary utility charges for the Space. For purposes of this Permit, "Utilities" shall mean heating, cooling, electricity and water. If Permittee requires utilities other than those or in quantities greater than those available at the Effective Date, Permittee is solely responsible to arrange for them, coordinate their installation with Signature's requirements, and pay for such costs, including any impact fees.
- 11. Master Lease, Alteration of Prevailing Land Rents by Authority. The Master Lease and all amendments thereto, prior to and subsequent to the Effective Date, are incorporated herein and are available for Permittee's inspection and review. The terms and conditions of this Permit shall be subject and subordinate in all respects to the Master Lease, Permitted in the provided from time to time, and any provision of such Master Lease required to be addressed herein shall be deemed incorporated herein. Signature reserves the right to increase Permitted's then-prevailing monthly Base Rent and/or Supplemental Rent by a corresponding amount of any increase imposed by the Authority or any other authority having jurisdiction over the Airport and Signature's leasehold interest by changes in rules, regulations, ordinances, orders, decrees, or any law resulting in an increase in the prevailing that rents or concession fees, etc. applicable to Signature, including but not limited to alteration or adjustment of rents pursuant to the Master Lease. Signature shall provide Permittee a minimum of thirty (30) business days' written notice from Signature of any increase allowable pursuant to this Paragraph 11.
- 12. Taxes, Additionally, Permittee agrees to pay all such taxes and assessments, which are assessed against or provided to Signature for personal property in the care; custody and control of Permittee located in, on or about the Space, Signature agrees to furnish Permittee promptly with all perliment official tax bills, statements, invoices, and assessments consistent with Signature's receipt of same. Permittee hereby authorizes Signature to provide information relating to the presence of Permittee's personal property on or about the Space as requested by any governmental authority having jurisdiction or authority with respect to the taxation of such personal property.
- 13. Signature Ancillary Services. It is acknowledged by the Parties that other services not described in this Permit may be requested by Permittee for the Aircraft (or on behalf of the Aircraft owner/operator) to be performed by Signature. Such ancillary services may include, but are not limited to, the sale of aircraft parts and components; temporary hangar space, the performance of aircraft maintenance and avionics, fueling, deficing and intertor/exterior cleaning (collectively, "Ancillary Services"). Signature agrees to furnish and/or perform such Ancillary Services at the request of the Permittee at Signature's preveiling and locally-established rates or as otherwise negotiated between Signature local management and Permittee. Such requests may be made by Permittee verbally or in writing, it such Ancillary Services are provided, Permittee agrees to pay Signature for all such work, which shall be subject to all of the terms and conditions of this Permit. Any sums due and owing to Signature as a result of its provision of Ancillary Services shall be Supplemental Rent unless paid for at the time of service.
- Prohibited Uses. Permittee shall not use the Space for any use which is not expressly allowed by the Master Lease or any applicable rule or regulations, and further. Permittee

Permittee Initials:

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

- Installation of any fuet storage and dispensing facilities (including mobile delivery of fuel); 3.
- b. Receipt and storage of any fuel product, including, but not limited to, aviation and motor fuels:
- into-plane or into-fruck delivery of any aviation or motor fuels; Ġ,
- d. Rotoicraft or alreaft sales or rentals (Permittee demonstration flights excluded);
- o. f. Flight training (Permittee in-house flight training excluded);
- Rolorcraft or aircraft radio and instrument sales and service (avionics):
- Specialized rotorcraft or aircraft repair service for a third party; ġ,
- ĥ. Air transport of mail or cargo for hire;
- Hangaring or servicing of aircraft for a third party, including without limitation that of a transient or non-based tenant, sub-permittee, guest, or invitee of L
- Deloing of aircraft;
- j. K. Temporary parking, including overnight parking, of aircraft, other than the Aircraft;
- Maintenance/ aylonics services for a third party;
- m. Wash alreraft:
- Other activity adverse or disruptive to Signature or Airport interests as may be determined by Signature in its sole but reasonable judgment. n.
- Third Party Vendors. Any third party seeking access to any part of the Space and/or the Base to perform any commercial activity ("Third Party Vendor") may enter Signature's leasehold (Includ ng the Space) only after the Third Party Vendor has:
 - Executed the Vendor Release, an exemplar of which is attached as Exhibit A:
 - Provided Signature with a Certificate of Insurance for the regulate Insurance goverage; and,

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

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

- 16. Termination of Master Lease. If the Master Lease is leminated or abated, such termination or abatement shall cancel or abate this Permit and Permittee shall look to Signature's successor-in-interest or to the Authority for relief or continuance of its rights as established in this Permit. Permittee shall have the right to remove all of its fixtures, equipment, personal property and other property from the Space deemed to be removable or non-improvement provided Permittee shall repair any damage to the Space as a result of such removal.

 17. Destruction or Condemnation of Space. If, after the Effective Date any significant portion of the Space is the Space and provided the Space and provided Permittee shall repair any damage to the Space as a result of such removal.
- 17. Destruction or Condemnation of Space defined to definitive pate and infinitive pate as a festive soon removal.

 18. Destruction or Condemnation of Space. If after the Effective Date, any significant portion of the Space is destroyed by the or other casualty, Permittee or Signature shall have the option upon written notice to the other Patry to terminate its obligations under this Permit provided Permittee shall not exercise such right in the event such destruction or casualty arises either directly or indirectly from Permittee's acts or omissions. If all or part of the Space is taken or condemned by any authority for any public use or purpose, which renders the Space untenantable or unusable, this Permit shall terminate as of the date title vasts in such authority, and the Aggregate Rent shall be apportioned as of such date.
- Acceptance: Maintenance: Surrender.
- a. Permittee accepts the Space in its "as is" condition on the Effective Date of this Permit and Signature shall have no liability or obligation to make any alterations or improvements of any kind on or about any portion of the Space. Permittee shall not after the Space in any lashfon without the prior written consent of Signature, which may be withheld in Signature's sole discretion.
- b. Signature is responsible for all routine maintenance and repair to the Space, including, but not limited to, HVAC systems, painting, cleaning, glass replacement, and structural repairs; provided however that Permittee shall be responsible for maintenance and repair costs arising from the acts or omissions of the Permittee Group. Permittee shall be responsible for keeping the Space clean and orderly, including the removal of trash and debris from the Space and for complying with applicable rules and regulations for the operation of equipment and Permittee's business within the Space.
- Permittee shall not perform or conduct any operation that in any way which adversely impacts the structural integrity of any portion of the Space or which accelerates ils ordinary deterioration,
- ď. Upon the expiration, or earlier termination, of the Term, Permittee shall immediately remove its personal property and surrender the Space to Signature in good repair and broom clean condition, ordinary wear and lear excepted.
- Stanage. Errort Bookmark not defined. Permittee shall not place or permit to be placed in or on the Space any signs or insignlas without Signature's and, if applicable, the itten consent, in the sole discretion of such parties. 19.
- Non-Exclusive Easaments, Signature grants to Permittee a non-exclusive easement to transition Permittee's Aircraft, if applicable, to and from the Hangar Deck Space or other aircraft storage space controlled by Signature to an Airport (axiway and to provide Ingress and egress to and from the Space for authorized vehicles, including, all vehicles and other equipment required by Permittee's employees, vendors, contractors and authorized subcontractors. All vehicles and vehicle operators shall fully comply with Signature's and the Authority's rules and regulations regarding Airport and Aircraft Operations Area (ACA) access.
- 21. Airport Security. Permittee and the Permittee Group shall comply at its own expense with all applicable security requirements, including, but not limited to, those of Signature, Federal Avisition Regulations ("FAR") and the TSA, any Airport Security Program, all se amended from time to time, Permittee shall take all action necessary or as directed by Authority to ensure that members of the Permittee Group comply with such requirements. If Signature or the Authority incur any fines as a result of the acts or omissions of the Permittee and/or the Permittee Group. Permittee Group. Permittee groups all such fines and penalties in accordance with its indemnification obligation set forth herein and to cure any security deficiency immediately. Signature and the Authority reserve line right to take whatever action necessary to cure any security deficiency if Permittee fails to remedy the security deficiency promptly and to be reimbursed any and all costs and expenses associated with such action.
- 22. LIMITATION OF LIABILITY, THE PARTIES HEREBY AGREETHAT UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORY (INCLUDING STRICT LIABILITY AND NEGLIGENCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE, DIMINUTION OR LOSS OF VALUE, LOSS OF USE, LOSS OF ANTICIPATED PROFITS OR THE COST ASSOCIATED WITH SUBSTITUTE OR REPLACEMENT AIRCRAFT.
- 23. insurance.
 - Minimum insurance dollar limits required of Permittee (to cover all Permits in the Signature-EJM Hangar Program):
 - I. Aircraft Hull and Liability
 - (1) Alreralt hult. All risk aircraft hull insurance for 100% of total aircraft cost insuring against loss to aircraft

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- (2) Aircraft liability: Aircraft liability insurance (ground/flight) with a minimum combined single limit at least equal to the requisite commercial general liability (below) covering bodily injury (including passengers) and property damage

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

II. Liability - Airport Premises

- Commercial General
 (a) Combined single limit \$50,000,000 per occurrence
- Motor Vehicle: Combined single limit \$5,000,000 per occurrence

 (a) This coverage is conditionally waived if Permittee does not have a motor vehicle that is both (1) registered in its name and (2) driven on Signature's ramp. If Permittee subsequently registers a vehicle in its name and uses it to drive on the ramp, the waiver shall be automatically

Signature's ramp. It refinites subsequency registers a value in its flattle and uses it to three on the ramp, the warren shall be automatically revoked and Permittee Shall obtain the requisite coverage.

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

III. Property

All Bisk Property: Full Replacement Value of any alteration or improvement to the Space Installed by Permittee

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

- iv. Worker's Compensation & Employer's Liability

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

 (2) Employer's Liability \$500,000 each occurrence for bodily injury by accident \$500,000 each occurrence for bodily injury by accident \$500,000 each occurrence for bodily injury by disease \$500,000 aggregate policy limit

 (a) Employer's liability coverage shall be conditionally waived if Permittee does not have any employees. This conditional waiver shall be automatically revoked and Permittee shall obtain the requisite coverage if Permittee subsequently hires employees.
- b. Minimum insurance dollar limits provided by Signature (to cover all Permits in the Signature-EJM Hangar Program):

I. Liability - Airport Premises

port Premises

Commercial General: Combined single limit \$5,000,000 per occurrence

Motor Vehicle: Combined single limit \$5,000,000 per occurrence

Workers Compensation: to statutory limits

Employer's Liability: not less than \$1,000,000 per occurrence

Hangarkeepers Liability: \$30,000,000 per alcraft and \$30,000,000 per occurrence

Signature shall provide Permittee with certificates evidencing stich insurance upon execution of this permit and at renewal of the policies for the Permit term: the Permit term:

- the Permit term.

 C. Insurers: Special Provisions For Certificates of Insurance: The Insurance required to be carried by Permittee pursuant to the terms of this Agreement shall be effected under valid and enforceable policies issued by reputable and independent insurers permitted to do business in the State in which the Space is located, and rated in Best's Insurance Guide, or any successor thereto (or if there be none, an organization having a national reputation) as having a general policyholder rating of "B+-" or greater and a financial rating of at least "XIII." All such required liability insurance obtained by Permittee, except (1) workers compensation and (2) employer's liability shall name (exactly as sat forth in quotations) "Signature Flight Support LLC, its parent, subsidiaries, related, and affiliated companies and the Authority and their respective officers, directors, managers, agents, and employees" as additional insureds. All such required liability insurance obtained by Signature, except (1) workers compensation and (2) employer's liability shall name (exactly as set forth in quotations) "Executive Jet Management, Inc., its parent, subsidiaries, related, and affiliated companies and their respective officers, directors, managers, agents, and employees" as additional insureds. To the extent All Risk Property is required pursuant to Section 23(a)(ii)(1)(a) above, Signature shall be named as Additional Loss Payes. If the required liability polices do not contain a standard separation of insured provision, they shall be endorsed to provide cross liability coverage. To the extent that such loss, damage or liability is covered by valid and collectible insurance maintained by it, or that pursuant to this Permit should have been maintained by it, Permittee hereby waives all rights of recovery against Signature and the Signature Group, All required insurance policies shall be evidenced by certificates of insurance that (a) contain a waiver of subrogation in favor of the other Party, its parent, subsidiar
- The cartificates of insurance, with respect to the insurance requirements described above, shall state that such coverage is primary and without right of contribution from any insurance carried by Signature and that the liability assumed by Permittee under this Agreement has been specifically insured under the policies above, but such insurance in no way limite Permittee's liability hereunder.
- e. PERMITTEE ACKNOWLEÖGES THAT ITS POTENTIAL LIABILITY IS NOT LIMITED TO THE AMOUNT OF ANY LIABILITY INSURANCE COVERAGE OR TO INSURANCE POLICY LIMITS REQUIRED IN THIS PERMIT, FURTHER, PERMITTEE SHALL BE SOLELY RESPONSIBLE FOR INSURING ITS PERSONAL PROPERTY OR OTHER CONTENTS WITHIN OR ABOUT THE SPACE.

Indemnification.

- Parmittee's indemnification. Permittee shall be liable for the acts or omissions of the Permittee Group without limitation and further agrees to indemnify, defend, and forever hold hamless Signature, the Authority and their respective officers, directors, employees, agents, servants, contractors, subcontractors, vendors, invitees (collectively, the "Signature Group") from and against any and all third party claims, liabilities, losses; demands, fines, suits, penallies, actions, judgments or other expenses, including, but not limited to, FAA and TSA fines or assessments, reasonable attorneys' fees and costs (collectively, "Damages") incurred by the Signature Group and arising from any negligent or willful acts or omissions of the Permittee Group; provided, however, that this Indemnity does not apply to Damages to the extent that they are caused by the negligence of the Signature Group; Such indemnitication is subject to and limited by Paragraph 22 Limitation of Liability.
- Signature's indemnification. Signature shall be liable for the acts or omissions of the Signature Group without limitation and further agrees to indemnify, defend, and forever hold harmless the Permittee Group from and against any and all third party Damages incurred by the Permittee Group and arising from any negligent or willful acts or omissions of the Signature Parties; provided, however, that this indemnity does not apply to Damages caused by the negligence of the Permittee Group. Such indemnification is subject to and limited by Paragraph 22 Limitation of Liability.
- C. Exclusion and Duration. These provisions expressly exclude all Environmental Damages as set forth in Paragraph 25, below. The indemnifications set forth in this Paragraph 25 shall (1) survive the termination or expiration of this Permit, and (2) shall not be construed to negate or abridge any other indemnity obligation that would exist at common law or pursuant to this Permit, and (3) shall not be limited by any provision of Insurance; and (4) shall apply to the acts or omissions of Permittee Group occurring on or about the Space or otherwise within the network of fixed base operations owned, operated, controlled or managed by Signature.



25. Environmental Removal and Disposal.

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

 The Environmental and the Permittee agreemental and the Space of the Permittee Space or any portion of Signature's leasehold premises as a result of the Permittee Space.
- b. Environmental Audits. Permittee acknowledges that Signature may enter the Space from time to time to conduct environmental audits. If such environmental audit reveals the presence of contaminants in excess of acceptable levels under applicable law as a result of Permittee's use of the Space, Signature shall serve written notice to Permittee to correct the conditions within seven (7) days. Permittee shall act diligently to remove any and all such contaminants and to take all such prompt action necessary to satisfy Signature and any authorities having jurisdiction over the Space that proper remediation has occurred as described above. If Permittee falls to act within the seven (7) day period, Signature may act to correct the conditions and shall be entitled to reimbursement for any and all costs directly or indirectly associated with such corrective action.
- C. Indemnification by Permittee. Permittee shall indemnify, and a cost directly associated with scale with statements added and the segment of the expense of cleaning up or disposing of any Regulated Substances, as well as any and all reasonable attorneys' fees (collectively, "Environmental Damages") resulting from the use and occupancy or any negligent act or omission of the Permittee Group. Permittee shall not be responsible for any type of Environmental Damages or any environmental conditions that existed before the Effective Date, except to the extent the Permittee Group exacerbates any such issue or matter. The indemnifiles set forth herein Paragraph 25(c) shall survive the fermination or expiration of this Permit.
- Environmental Protection Procedures. Permittee shall conduct its operations to meet or exceed requirements set forth in applicable local, state, and federal
- aws and in accordance with safe and proper industry practices in order to prevent environmental accidents. Such practices include but are not limited to the following:

 (I) Permittee shall at all times protect the drain from sellics of Regulated Substances and agrees to instruct all its employees, agents, servants, contractors, subconfractors, invitees, and other representatives in writing regarding such requirement, and the proper operation and maintenance of this drainage system, and immediately notify Signature of any discharge;

 (II) Permittee shall properly label all confainers and shall not place or maintain open containers outside of the Space;

 (III) Permittee shall cover all trash containers placed or maintained outside the Space,
- Compliance With Laws. Each member of the Signature Group and the Permittee Group shall comply with all prevailing and applicable federal, state and local rules, regulations, orders, and laws of all jurisdictions having authority, including, but not limited to the Airport, FAA, TSA, in which the space is located.
- 27. Brokers. The Parties acknowledge that no broker was in any way involved consummating this Permit and that no conversations or prior negotiations were had with any broker, ss in Paragraph 24, above, shall be applicable to claims by any broker for a brokerage commission arising out of this Permil.
- 28. Notice. Any notice or demand required under this Permit may be by personal service, courter, recognized overnight delivery service. United States mail (certified mall/postage prepaid only), or facsimile transmittal. Notices served by United States mail are deemed properly delivered effective the third (3rd) business day and personal service, courter delivery, or facsimile transmittal are deemed served at the time and date of receipt confirmation provided that such notice is addressed to the Permittee as set forth in the Basic Provisions.

Default: Remedies,

- Default; Remedies.

 a. It shall be considered a "Default" pursuant to this Permit if (i) Permittee fails to make, within fourteen (14) celendar days of the date due (the "Grace Period"), payments of Aggregate Rent or any other payment required herein; (ii) Permittee shall fail to perform any non-monetary covenant herein, and such default shall continue for a period of thirty (30) days after receipt of written notice of the default from the non-defaulting Party, provided, however, that it such Default is not reasonably susceptible to core within such thirty (30) day period, Permittee shall be permitted the reasonable additional time as may be required to pursue, through its best and most diligent efforts, the required corrective action, not to exceed an additional thirty (30) days (this subsection it shall not apply to Permittee's failure to pay Aggregate Rent or to any Parties failure to comply with federal, state, local, or other law, statute, or regulation); (iii) Permittee shall cease to do business as a going concern; (iv) a petillon is fled by or against Permittee under the Bankruptcy Act or any amendment thereto (including a petillon for reorganization or an arrangement) or under any other debtor protection laws; (v) Permittee assigns its property for the benefit of creditions; (vi) Permittee assigns, transfers or encumbers this Permit without Signature's express and advance written authorization; or, (vii) there is a selzure of this Permit or the Space or any part thereof, upon execution or by other process of law directed against Permittee, or upon or subject to any creditor's attachment. The Grace Period referenced above with respect to monetary payments shall be revoked without further notice to Permittee in the event Permittee fails more than two (2) times to timely deliver any payment when due (regardless of cure) in any given consecutive twelve (12) month neriod.
- b. In the event of any Default hereunder, Signature shall have the right to pursue any combination of the following remedies: (i) terminate this Permit (ii)remove the Aircraft from the Space and relocate the Aircraft to any location on the Ramp upon termination and without notice and Permittee hereby walves any right or claim to recover damages from Signature relating to such towing, removal, and relocation or storage on the Ramp; (iii) declare all Aggregate Rent and other amounts payable hereunder for the balance of the Term to be immediately due and payable; (iv) perform any of Permittee's obligations and Permittee shall reimburse Signature for any and all costs and expenses incurred, including attorneys' fees, plus an administrative fee equal to ten percent (10%) of such costs, with a minimum of \$100.00; (v) Signature may enter the Space and proceed to sell, in a commercially reasonable manner, all goods, chattels and personal property found to offset any portion of Aggregate Rent and outstanding additional payments and Permittee shall pay all costs and expenses incurred or chargeeble to Signature as a result of such sale; (vi) Signature may, at Signature's sole option, alter or repair the Space as necessary in order to relet the entire or any part or parts of It etitien to Signature's rigned or otherwise on terms at Signature's option which may be salt nan or greater than the balance of Permittee's necentry, alteration, repair election to leminate this Permit unless Signature has indicated otherwise. Permittee's nermit for the Space for any earls thereoff without hereby irrevocably constitutes and appoints Signature as its agent to collect the rents due and to become due under any of Permittee's nermit for the Space for any earls thereoff without hereby irrevocably constitutes and appoints Signature as its agent to collect the rents due and to become due under any of Permittee's permit for the Space (or any parts thereof) without in any way affecting. Permittee's obligation to pay any unpaid balance of Appregate Rent due or to become due hereunder. In addition to the foregoing, Signature is entitled to all rights and in any way affecting Permittee's obligation remedies available to it at law or equity.
- If either Party institutes an action to enforce its rights under this Permit, the prevailing Party shall be reimbursed by the other Party for its reasonable attorneys' feesin addition to any other recoverable damages.
- d. If Signature shall fail to perform or observe any covenant or requirement of this Permit, and such failure continues for a period of thirty (30) days following receipt of written notice from Permittee of such failure (provided that such time period shall be reasonably extended for so long as Signature diligently prosecutes such cure), Permittee shall have the right to ferminate this Permit by written notice to Signature.
- e. Permittee agrees that any amounts outstanding beyond any grace or cure period set forth in this Permit shall bear interest at the rate of one and one-half percent (1.5%) per month of the delinquent amount, but in no event shall the foregoing exceed the maximum amount allowable by applicable law.
- Independent Contractor. The relationship between the Parties shall be that of independent contractors for all purposes and in no event shall persons employed or retained Party be employees or agents of the other. by either
- Face Maleure. Except for the payment of Aggregate Rent and any other sums due hereunder by Permittee, neither Party shall be liable for its fallure to perform under this Permit or for any loss, injury, damage or dolay of any nature that is caused by any act of God, act of terrorism, act of nature, life, flood, who storm, strike, labor dispute, riot, insurection, war or any other cause beyond either Party's control, providing, however, should the force majeure continue for more than sixty (60) days, either Party may terminate this Permit upon ten (10) days written notice.
- 32. Governing Law, This Permit shall be construed, interpreted, and enforced in accordance with the laws of the state in which the Space is located.
- 33. WAIVER OF JURY TRIAL. THE PARTIES WAIVE THEIR RIGHT TO TRIAL BY JURY.

Permittee Initials: Re Signature Initials:

- 34. Assignment and Subletting. Permittee shall have no right to assign, transfer, mortgage, pledge, hypothecate or encumber this Permit or any interest herein or sublet the Space or any part thereof, or permit the use of the Space by any other party without Signature's prior written consent which may be withheld in its sole discretion. Signature's written consent to such a transaction shall not be deemed a release of Permittee from the obligations of this Permit, unless otherwise stated in writing by Signature. Any such contemplated assignment or subletting may further be subject to advance, written approval by the Authority. The use of the Space by any aircraft other than the Aircraft defined above shall be subject to Signature's prior written approval, which may be withheld in its sole discretion. Any such transactions in violation of the toregoing requirement shall be considered null and void and shall constitute an immediate Default, for which no cure period is available; provided however that the obligations of Permittee hereunder shall member in full force and effect, including but not limited to the insurance, walver and indemnitication provisions, notwithstanding such a transaction or change of aircraft.
- 35. <u>Fuel Purchases.</u> Unless Permittee occupies Office or Shop Space only, Permittee agrees to purchase reasonable and substantial quantities of fuel from Signature in connection with the operation of the Africatt based or otherwise operated from the Space in exchange for Signature turnishing Permittee the use of Signature's general aviation terminal facilities and amenities, as well as furnishing other basic and customary Ancillary Services related to the Africatt based or operated from the Space. Such fuel purchases constitute an integral part of the basis of bargain and material consideration for Signature to enter into this Permit at the rental rates set forth herein.
- 36. Aircraft Towing. Signature shall have the primary responsibility to low Aircraft at the Airport as one of the Ancillary Services offered by Signature. The Permittee Group agrees not to undertake the towing/repositioning of the Aircraft, except in the event of an emergency. "Emergency" is defined as an unanticipated and sudden event in which the safety, security or integrity of an Aircraft or a person is in imminent peril or jeopardy.
- 37. <u>Time of Essence.</u> Time is of the essence in this Permit.
- 38. Amendment, No amendment, modification or alteration of the terms of this Permit shall be binding unless it is in writing and executed by both Parties.
- 39. Entire Agreement. All Exhibits attached hereto are fully incorporated into the terms and conditions of this Permit. This Permit constitutes the entire agreement and all prior correspondence, memoranda, negotiations, or understandings (written or oral) and are merged into and superseded by this Permit, excepting the Parties joint and several obligations under the Master Lease. This Permit shall be interpreted simply according to the plain meaning of its terms and not strictly for or against with Party regardless of which Party drafted it:
- 40. <u>Severability.</u> If any authority with proper jurisdiction determines that any provision is illegal, unenforceable, or invalid in whole or in part for any reason, all valid and enforceable provisions remain unaffected.
- 41. Applicability. The provisions of Paragraph 22 and Paragraph 24 shall bind Permittee and Signature with respect claims, losses, and damages arising with respect to the Space and all additional services performed by Signature with respect to the Permittee Group and its property (including the Aircraft) throughout the Base and at any other fixed base operation owned, operated, managed or controlled by Signature.
- 42. <u>Etection of Remedies.</u> The Parties' rights and remedies are cumulative and in addition to all other rights and remedies at law and equity. No action initiated by either Party shall be construed or interpreted as a sole election of remedies and will in no way diminish, restrict, prejudice or otherwise walve any other rights or remedies.
- 43. <u>Authority Consent Required.</u> Permittee acknowledges that, pursuant to the provisions of the Master Lease, Signature may be required to obtain Authority's written consent to this Permit, and accordingly, if applicable, the obligations, understandings and commitments of the Parties as set forth herein are expressly subject to obtaining such Authority consent.
- 44. Estoppel Certificates. Permittee shall, within fifteen (15) days after any written request from Signature, execute, acknowledge and deliver a statement certifying certain facts regarding this Permit, including but not limited to confirming the effectiveness of this Permit and the status of any defaults thereunder and/or such other matters as Signature may reasonably request. Any such statement may be relied upon by or as may be requested by Signature, its lenders, insurance carriers, audifors, and prospective purchasers. If Permittee shall fail to execute and return such statement within the time required herein, Permittee shall be deemed to have agreed with the matters set forth therein.
- 45. <u>Retocation.</u> Notwithstanding any provision of this Permit to the contrary, Signature shall have the right to temporarily relocate the Aircraft to reasonably similar space at the Base with notice to Permittee, Signature shall have the option to permanently relocate the Space at Signature's sole cost and expense subject to prior agreement of Permittee. In the event Permittee objects to such permanent relocation, Permittee may elect to terminate this Permit by written notice delivered to Signature within fifteen (15) days of receipt of the foregoing notice from Signature with such termination effective upon the thirtieth (30%) day following said notice from Signature.
- 46. Non-Walver. No walver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so walving. No walver by any Party shall operate or be construed as a walver in respect of any failure, breach or default not expressly identified by such written walver, whether of a similar or different character, and whether occurring before or after that walver. No failure to exercise, or defay in exercising, any right, remedy, power or privilege arising from this Permit shall operate or be construed as a walver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- 47. No Waste. Permittee shall not commit any waste upon the Space, or any nulsance or act which may disturb the quiet enjoyment of any other tenant of the Base,

Remainder of page intentionally left blank.

Permittee initials:

Exhibit A Third Party Vendor Release ("Release")

**************************************	Attachment of the second secon
Airport, ('Airport'), by its execution hereof a temporary basis, consistent with the terms and conditions hereinafter st. 1 Vendor, The name, address, and telephone number of the Vendor. Telephone Email:	
Service provided ("Service"):	
Parmilice, tenant, Aircraft owner, pilot or other designated representative, designated for such Service by local Signature management. Vendor expoperate aircraft or use Signature's leasehold, including, but not limited to.	remises for the sole purpose of performing Service at the request of Signature or its customer, vendor shall be authorized only to perform the Service noted above and only in the dreafs) pressly agrees that at no time shall its activities infininge upon the or its customers' ability to ingress and egress from the FBO, offices, shops, ramps or parking fors. e to the prevailing and applicable rules of the Afroon, Federal Aviation Administration ("FAA").
4. Indemnification. Vendor agrees to indemnify, defend and employees and Signature's parent, subsidiary, related and affiliated compa or judgments, of any kind whatsoever (including those arising from third p suffered by, or charged to, Signature by reason of any loss of or damage violation or non-performance by Vendor or its agents, servants, consultan Release or by any act or failure to act or negligence of such persons.	hold harmless Signature and the Airport, their respective officers, directors, agents and anies from and against any and all fliabilities, damages, injuries, losses, claims, fines, penalties parties), including all costs, attorneys' fees, and expenses incidental thereto, which may be to any property or injury to or death of any person arising out of or by reason of any breach, its, contractors, subcontractors, licensees or employees of any covenant or condition of the
 Insurance. Before commencing Services, Vendor shall eviden 	ice the following types and amounts of insurance:
(2) Motor vehicle Comb (a) This coverage is conditionally (2) driven on Signature's ramp	bined single limit \$5,000,000 per occurrence, products and completed operations bined single limit \$5,000,000 per occurrence waived if Vendor does not have a motor vehicle that is both (1) registered in its name and o. If Vendor subsequently registers a vehicle in its name and drives on the ramp, the waiver
(3) <u>Environmental / poflution</u> Comb (a) This coverage shall be condition waiver shall be automatically read aircraft maintenance or if V	I and Vendor shall obtain the requisite coverage, bined Single Limit \$5,000,000 per occurrence. ionally waived if this Release does not include the maintenance of aircraft. This conditional revoked and Vendor shall obtain the requisite coverage if this Release is tater amended to Vendor commences, without amendment, performance of aircraft maintenance in the Space.
(2) <u>Employer's liability</u> \$500, \$500,	preater of \$500,000 or as required by statute 000 each occurrence for bodily injury by accident 000 each occurrence for bodily injury by disease 000 aggregate policy limit
Special Provisions For Certificates of Insurance: All such remployer's liability shall name (exactly as set forth in quotations) "Signat Authority" as additional insureds. If the required liability polices do not conliability coverage. All required insurance policies, except (1) motor vehicle, in favor of "Signature Flight Support LLC, its parent, subsidiary, related, and by certificates of insurance that provide at least thirty (30) days advance	required liability insurance, except (1) motor vehicle, (2) worker's compensation, and (3) ture Flight Support LLC, its parent, subsidiary, related, and affiliated companies and the ntain a standard separation of insured provision, they shall be endorsed to provide cross (2) worker's compensation, and (3) employer's liability shall contain a waiver of subrogation didfiliated companies and the Authority'. All required insurance policies shall be evidenced written notice of any cancellation or changes adverse to the interests of Signature or its nout express written consent of Signature. Higher insurance limits may be required by the
VENDOR ACKNOWLEDGES THAT ITS POTENTIAL LIABILITY COVERAGE OR TO INSURANCE POLICY LIMITS REQUIRED	Y IS NOT LIMITED TO THE AMOUNT OF ANY LIABILITY INSURANCE IN THIS RELEASE.
Signature Filght Support LLC	Vendor:
8y:	Bys
Name:	Name:
Title:	Title:
Oate:	Date:

CONSENT TO SUBLEASE

PALM BEACH COUNTY, a political subdivision of the State of Florida, the "COUNTY", by and through its Department of Airports, under that certain Lease Agreement for Fixed Based Operator with Signature Flight Support, LLC f/k/a Signature Flight Support Corporation (the "LESSEE"), dated September 30, 2004 (R-2004-1990), as amended (the "Lease Agreement"), hereby consents to LESSEE entering into a Sublease Agreement dated February 1, 2020, (the "Sublease") with GM International Services LLC (the "SUBLESSEE") for the sublease of certain premises contained within the leasehold of LESSEE under the Lease Agreement.

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

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

APPROVED this ___ day of _____ day of _____ 20___ 20___, by the County Administrator or the Director of the Department of Airports on behalf of and pursuant to the authority granted by the Board of County

Commissione	rs.		
By:	Director of	Bukı Airports	Zw
Approved as Sufficiency:	to Form and Le	gal	ı
By:	ر اوا County At	Anne Helfant ttorney	

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





SPACE PERMIT

"Effective Date": February 1st, 2020

"Signature": Signature Flight Support Corporation, a Delaware corporation

"Permittee": GM International Services LLC, a Florida limited liability company

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

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

Building Name	Space Type (Hangar/T-Hangar) (Office/Shop/Ramp)	Rentable Square Feet	Suite Number	Monthly Base Rent
Hangar E	Hangar	9118		\$6358.00
Additional Mor	ithly "Facility Charge"			
CAM Charge	\$891.82			
Landing Fee	\$108.24			
TOTAL MONTH	\$7358.06			

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

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

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

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

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

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

Aircraft Make	Aircraft Model	Tail Number	Serial Number
(1) Gulfstream	350	N502GM	4011
(2) Gulfstream	550	N501GM	5561
(3)			
(4)			
(5)			
(6)			

"Term": This Space Permit ("Permit") shall be for an initial term, commencing upon the earlier of the Effective Date ("Effective Date") or the date on which Permittee actually took occupancy of the Space and expiring January 31, 2021 ("Term").

"Security Deposit": \$11,986.00 (on file)

Permittee Initials:

Addresses for Notices:

If to Signature:

Signature Flight Support Corporation

Attention: General Counsel 13485 Veterans Way Ste. 600

Orlando, FL 32827

Facsimile: (407) 648-7352

With a copy to:

Signature Flight Support Corporation Attention: Manager, Contracts 13485 Veterans Way Ste. 600

Orlando, FL 32827 Facsimile: (407) 648-7352

And

Signature Flight Support Corporation Attention: General Manager 1500 Perimeter Road West Palm Beach

FL 33406

Facsimile: 561-233-8571

If to Permittee:

GM International Services LLC

Address: 201 S. Biscayne Boulevard, Suite 800

Miami, FL

Attention: Francisco Castillo

Work: (305) 577-9873 Cell: (786)338-5026 Facsimile: (502)233-7116

Email: fcastillo@fcaviationpilot.com

info@gmiservicesllc.com

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

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

Signature Flight Support Corporation

By: Printed Name: Son S Cabrera

Title: Starton Manage Date: 1-8-1075 GM International Services I

By: ______

Printed Name: James
Title: Presiden+
Date: 1/7/2020

Willess. Willess. Tahiuna

Space Permit REV 05-26-16

Printed Name:

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Permittee Initials:

SPACE PERMIT GENERAL TERMS AND CONDITIONS

- 1. <u>Basic Provisions</u>. The Basic Provisions preceding these General Terms and Conditions are incorporated herein and binding upon Signature and Permittee. For purposes of this Permit, Signature and Permittee may from time to time be referred to Individually as a "Party" and collectively as the "Parties."
- 2. Term. This Permit shall be for Term as defined above. Permittee shall vacate the Space upon the expiration or earlier termination of this Permit. Permittee shall reimburse Signature for, and indemnify Signature against, all damages, costs, liabilities and expenses, including attorneys' fees, which Signature shall incur on account of Permittee's delay in so vacating the Space. If Permittee shall not vacate the Space upon the expiration or earlier termination of this Permit, Permittee's obligation to pay Aggregate Rent shall continue, but nothing herein shall limit any of Signature's rights or Permittee's obligations arising from Permittee's fallure to vacate the Space, including, without limitation, Signature's right to repossess the Space and remove Permittee therefrom at any time after the expiration or earlier termination of this Permit and Permittee's obligations and covenants arising pursuant to this permit, including but not limited to its waivers, and obligations to reimburse and Indemnify Signature as provided in the preceding sentence or as otherwise set forth in this Permit.
- 3. Alrcraft. The Hangar Space and/or Ramp Space, as applicable, shall be used and occupied by Permittee for the storage of the Aircraft, or any similar aircraft owned, or leased, by Permittee (the 'Substitute Aircraft in the Hangar Space, which consent shall not be unreasonably withheld.

4. Rent.

- a. Base Rent. Permittee agrees to pay Base Rent to Signature (a prorated amount if the Term commences on a day other than the first day of the month or if the expiration date is a day other than the first day of the month), and, on the first business day of each month thereafter Aggregate Rent (as defined below). Base Rent is payable in advance, on or before the first business day of each calendar month during the term, without notice, setolf, demand or deduction, except as provided in this Permit.
- b. Annual Base Rent Adjustment. On the first anniversary of the Effective Date and continuing each anniversary thereafter (each an "Adjustment Date"), the thencurrent Base Rent may be increased by like greater of the following: (i) three percent (3%) or (ii) the "CPI Adjustment". For purposes of this Permit, the "CPI" shall be the Consumer Price
 index of the Bureau of Labor Statistics of the U.S. Department of Labor for CPI U (All Urban Consumers), for All Urban Consumers, , All Items (1982-1984 = 100). The "CPI Adjustment"
 shall be an amount equal to the Current Index Number minus the Base Index Number, divided by the Base Index Number. The "Current Index Number" shall be the CPI for the month two
 (2) months prior to the Adjustment Date. The "Base Index Number" shall be the CPI for the month two
 the CPI shall be discontinued or materially altered, Signature shall choose a reasonable replacement Index. Failure to notify Permittee of such an adjustment shall not
 waive Signature's right to impose such an adjustment in accordance with the foregoing effective as of the applicable Adjustment Date.
- c. Supplemental and Aggregate Rent. In addition to the Base Rent, Permittee shall pay to Signature, on a monthly basis along with such Base Rent, any and all additional sums other than Base Rent due and owing to Signature as a result of Permittee's tenancy, including but not limited to the Facility Charge, if applicable, and those amounts referenced in Section 4(d) below ("Supplemental Rent") within thirty (30) days of receipt of the Invoice from Signature detailing such Supplemental Rent. Base Rent and Supplemental Rent are hereinafter referred to collectively as "Aggregate Rent".
- d. Airport Concession Fees and Charges; and Taxes. Permittee agrees to pay Airport concession fees, charges, and/or taxes relating to Permittee's use of the Space, which shall be assessed at the rate applicable at the time of each monthly Base Rent payment and subject to change at the Airport's (or Authority's) reasonable discretion, as well as all applicable and then-prevailing state and federal taxes relating to Permittee's use and/or the terms and conditions of this Permit, other than taxes assessed on Signature's income
- e. Late Fee. Any payment not delivered within seven (7) calendar days following the date due shall be subject to a late fee equal to the greater of: (i) \$100; or (ii) ten percent (10%) of the amount due, but in no event higher than the maximum rate allowable by law. Any late fee so imposed shall be deemed Supplemental Rent.
- 5. Security Deposit. Permittee shall deposit the Security Deposit in the amount set forth on the face page of this Permit("Security") with Signature as security for the faithful performance by Permittee of its material obligations under this Permit. Signature may apply any portion of the Security against any Indebtedness which is not paid when due. If Signature pays Permittee's indebtedness from such Security or if Permittee's Base Rent increases, Permittee shall deposit an amount to replenish the Security to the sum of the Security Deposit within ten (10) business days of Signature's written demand. Payment of any Indebtedness from such Security does not waive Signature's right to any other remedy provided by this Permit or by law. Signature shall return any unused portion of the Security, without interest, upon termination of this Permit, provided Permittee has no outstanding obligations to Signature at the time of termination of this Permit.
- 6. Authority. Permittee represents that it is fully authorized to enter into this Permit on behalf of the Permittee and any owner(s) of the Aircraft and to bind the Permittee and the Aircraft owner(s) to the terms and conditions set forth in this Permit.
- 7. Storage. Permittee shall prohibit the storage, maintenance (including washing), or operation of any motor vehicle, recreational vehicle, or boat in the Space. Permittee covenants and agrees that at no time during the Term will Permittee, together with its agents, employees, contractors, subcontractors, invitees, officers, directors, servants, vendors or GM Aviation, Inc. (collectively, hereinafter referred to as ("Permittee Group"), be permitted to store maintain or operate any motor vehicle, recreational vehicle, or any vehicle considered to be personal property in, around, or upon the Space.
- 8. <u>Common Areas.</u> Permittee is authorized to use designated common use areas of the Base, including, but not limited to, restrooms, entry ways, hallways and vending areas, as specified by Signature's local general manager, subject to reasonable rules and regulations imposed by Signature.
- Security of Personal Property. Permittee is at all times responsible for securing and locking the Aircraft, including but not limited to properly attaching tie down ropes or chains. Signature's performance of any Ancillary Services or providing ropes, chains, or chocks does not constitute Signature's acceptance of responsibility for the Aircraft's overall security. Signature shall not accept keys to Permittee's Aircraft, automobiles, or other vehicles. Signature shall not be responsible for the storage or security of Permittee's personal property, including but not limited to deliveries made to Permittee. Permittee acknowledges that any security or safety measures employed by Signature are for the protection of Signature's own interests; that Signature is not a guarantor of the security or safety of Permittee, its employees, guests, contractors or licensees, or of its property; and that such security and safety matters are the responsibility of Permittee and the local law enforcement authorities.
- 10. <u>Utilities.</u> Signature agrees to pay all reasonable and customary utility charges for the Space. For purposes of this Permit, "Utilities" shall mean healing, cooling, electricity and water. If Permittee requires utilities other than those or in quantilies greater than those available at the Effective Date, Permittee is solely responsible to arrange for them, coordinate their installation with Signature's requirements, and pay for such costs, including any Impact fees.
- 11. Master Lease: Alteration of Prevailing Land Rents by Authority. The Master Lease and all amendments thereto, prior to and subsequent to the Effective Date, are incorporated herein and are available for Permittee's inspection and review. The terms and conditions of this Permit shall be subject and subordinate in all respects to the Master Lease, as amended from time to time, and any provision of such Master Lease required to be addressed herein shall be deemed incorporated herein. Signature reserves the right to increase Permittee's then-prevailing monthly Base Rent and/or Supplemental Rent by a corresponding amount of any increase imposed by the Authority or any other authority having jurisdiction over the Airport and Signature's leasehold interest by changes in rules, regulations, ordinances, orders, decrees, or any law resulting in an increase in the prevailing land rents or concession fees, etc. applicable to Signature, including but not limited to alteration or adjustment of rents pursuant to the Master Lease. Signature shall provide Permittee a minimum of ten (10) business days' written notice from Signature of any increase allowable pursuant to this Paragraph 11. Signature and Permittee agree that in the event Signature efects to increase Permittee's Base Rent, as described herein, in excess of that which is commonly commercially acceptable in the industry for like alcraft hangar minimum rent, Permittee reserves the right to accept the Base Rent increase or terminate this Permit upon thirty (30) calendar day written notice without penalty of any type and/or further obligation under this Permit, except those obligations that expressly survive this Permit, provided however that failure to deliver such notice shall not be deemed a waiver of Signature's right to such payment.
- 12. Taxes. Additionally, Permittee agrees to pay all such taxes and assessments, which are assessed against or provided to Signature, with the exception of taxes imposed on Signature's income, for personal property in the care, custody and control of Permittee located in, on or about the Space during the Term of this Permit. Signature agrees to furnish Permittee promptly with all pertinent official tax bits, statements, invoices, and assessments consistent with Signature's receipt of same. Permittee hereby authorizes Signature to provide information relating to the presence of Permittee's personal property on or about the Space as requested by any governmental authority having jurisdiction or authority with respect to the taxation of such personal property.
- 13. Signature Ancillary Services. It is acknowledged by the Parties that other services not described in this Permit may be requested by Permittee for the Aircraft (or on behalf

Permittee Initials:

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

- Prohibited Uses. Permittee shall not use the Space for any use which is not expressly allowed by the Master Lease or any applicable rule or regulations, and further, Permittee shall not allow the use of the Space for the operation of a fixed base operation or any business substantially similar to any portion of Signature's authorized general or commercial aviation operations at the Airport. Permittee expressly warrants and represents without limitation that it shall not at any time during the term of this Permit undertake for itself or cause to be undertaken through others, including, but not limited to its employees, agents, subcontractors, or invitees, any services permitted to Signature under the Master Lease, including, but not limited to the following:
 - a. installation of any fuel storage and dispensing facilities (including mobile delivery of fuel);
 - h. Receipt and storage of any fuel product, including, but not limited to, aviation and motor fuels;
 - C. Into-plane or Into-truck delivery of any aviation or motor fuels;
 - Rotorcraft or alrcraft sales or rentals (Permittee demonstration flights and Permittee's lease of the Aircraft or Substitute Aircraft to Part 91 or Part 135 operators. d. excluded.);
 - Flight training (Permittee in-house flight training excluded);
 - f. Rotorcraft or aircraft radio and instrument sales and service (avionics);
 - Specialized rotorcraft or aircraft repair service for a third party; g.
 - h. Air transport of mail or cargo for hire:
 - Hangaring or servicing of aircraft for a third party, including without limitation that of a transient or non-based tenant, subtenant, sub-permittee, quest, or invitee of 1.
 - Deicing of aircraft;
 - k, Temporary parking, including overnight parking, of aircraft, other than the Aircraft;
 - I. Maintenance/ avionics services for a third party;
 - Wash aircraft: m.
 - Other activity adverse or disruptive to Signature or Airport interests as may be determined by Signature in its sole but reasonable judgment. n.
- 15. Third Party Vendors, Any third party seeking access to any part of the Space and/or the Base to perform any commercial activity ("Third Party Vendor") may enter Signature's leasehold (including the Space) only after the Third Party Vendor has:
 - Executed the Vendor Release, an exemplar of which is attached as Exhibit A;
 - Provided Signature with a Certificate of Insurance for the requisite Insurance coverage; and, b.

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

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

- Termination of Master Lease. If the Master Lease is terminated or abated, such termination or abatement shall cancel or abate this Permit and Permittee shall be discharged from its obligations under this Permit, Permittee shall look to Signature's successor-in-interest or to the Authority for relief or continuance of its rights as established in this Permit, Except as provided otherwise herein, Permittee shall have the right to remove all of its fixtures, equipment, personal property and other property from the Space provided. Permittee shall repair any damage to the Space as a result of such removal.
- 17. <u>Destruction or Condemnation of Space.</u> If, after the Effective Date, any significant portion of the Space is destroyed by fire or other casualty, Permittee or Signature shall have the option upon written notice to the other Party to terminate its obligations under this Permit provided Permittee shall not exercise such right in the event such destruction or casualty arises either directly or Indirectly from Permittee's acts or omissions. If Permittee and Signature elect to continue their obligations under this Permit, Permittee shall be abated an equitable portion of the Aggregate Rent based on the portion of the Space which is rendered unusable for the conduct of business. If all or part of the Space is taken or condemned by any authority for any public use or purpose, which renders the Space untenantable or unusable, this Permit shall terminate as of the date title vests in such authority, and the Aggregate Rent shall be oned as of such date.
- Acceptance; Maintenance; Surrender,
- Except as described herein, Permittee accepts the Space in its 'as is' condition on the Effective Date of this Permit and Signature shall have no liability or obligation a. Except as described neight, Permittee accepts the Space in its asis continuou of the Enecuve Date of this Permit and Signature shall have no liability or obligation to make any alterations or improvements of any kind on or about any portion of the Space. However, Signature represents that the Space is roof, HVAC, plumbing, and sprinkler systems are in good working order and will be maintained in good working order by Signature throughout the Term of the Permit. Permittee shall not alter the Space in any fashion without the prior written consent of Signature, which may be withheld in Signature's sole reasonable discretion. Upon the expiration or termination of this Permit, all fixtures installed or additions and improvements made to the Space, specifically excluding furniture and Permittee's trade fixtures, shall, at Signature's option (to be exercised in its reasonable discretion) either (i) become the property of Signature and shall remain in the Space, without compensation or payment to the Permittee, unless otherwise agreed to in writing by Permittee and Signature, or (ii) be promptly removed by Permittee, and Permittee shall, at its sole cost and expense, restore the Space to the condition that existed immediately prior to its occupancy of the Space (normal wear and lear excepted) and repair any damage resulting from the removal of the additions and improvements.
- b, Signature is responsible at its own expense for all routine maintenance and repair to the Space, including, but not limited to, HVAC systems, painting, cleaning, glass replacement, and structural repairs; provided however that Permittee shall be responsible for maintenance and repair costs arising directly from the negligent acts or omissions of the Permittee Group. Permittee shall be responsible for keeping the Space clean and orderly, including the removal of trash and debris from the Space and for complying with applicable rules and regulations for the operation of equipment and Permittee's business within the Space.
- Permittee shall not perform or conduct any operation that in any way which adversely impacts the structural integrity of any portion of the Space or which accelerates its ordinary deterioration.
- Upon the expiration, or earlier termination, of the Term, Permittee shall immediately remove its personal property and surrender the Space to Signature in good d. repair and broom clean condition, ordinary wear and tear excepted.
- Signage. Permittee shall not place or permit to be placed in or on the Space any signs or insignias without Signature's and, if applicable, the Airport's written consent, in the 19. sole discretion of such parties.
- Non-Exclusive Essements. Signature grants to Permittee a non-exclusive easement to transition Permittee's Alicraft, if applicable, to and from the Hangar Deck Space or other aircraft storage space controlled by Signature to an Airport taxiway and to provide ingress and egress to and from the Space for authorized vehicles, including, all vehicles and other equipment required by Permittee's employees, vendors, contractors and authorized subcontractors. All vehicles and vehicle operators shall fully comply with Signature's and the Authority's rules and regulations regarding Airport and Aircraft Operations Area (AOA) access.
- 21. <u>Airport Security.</u> Permittee and the Permittee Group shall comply at its own expense with all applicable security requirements, including, but not limited to, those of Signature, Federal Aviation Regulations (FAR') and the TSA, any Airport Security Program, all as amended from time to time. Permittee shall take all reasonable action necessary or as directed by

Permittee Initials:

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Authority to ensure that members of the Permittee Group comply with such requirements. If Signature or the Authority incur any fines as a result of the acts or omissions of the Permittee and/or the Permittee Group, Permittee agrees to pay all such fines and penalties in accordance with its indemnification obligation set forth herein and to promptly cure any security deficiency.

Signature and the Authority reserve the right to take whatever action reasonably necessary to cure any security deficiency if Permittee fails to remedy the security deficiency promptly and to be reimbursed any and all reasonable costs and expenses associated with such action.

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

Insurance.

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

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

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

li. Liability - Airport Premises

- (1)
- Commercial General
 (a) Office Space only: Combined single limit \$1,000,000 per occurrence
 (b) Turbo Jet Aircraft: Combined single limit \$5,000,000 per occurrence*
 - Turbo Prop Aircraft: Combined single limit \$3,000,000 per occurrence*
 Piston/Reciprocating Aircraft: Combined single limit \$1,000,000 per occurrence*

*For products and completed operations

Motor Vehicle: Combined single limit \$5,000,000 per occurrence

(a) This coverage is conditionally waived if Permittee does not have a motor vehicle that is both (1) registered in its name and (2) driven on Signature's ramp. If Permittee subsequently registers a vehicle in its name and uses it to drive on the ramp, the waiver shall be automatically revoked and Permittee shall obtain the requisite coverage.

<u>Environmental / pollution:</u> Combined Single Limit \$1,000,000 per occurrence

(a) This coverage shall be conditionally waived if this Permit does not include the maintenance of aircraft. This conditional waiver shall be

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

iii. Property

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

iv. Worker's Compensation & Employer's Liability

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

- (a) Employer's liability coverage shall be conditionally waived If Permittee does not have any employees. This conditional waiver shall be automatically revoked and Permittee shall obtain the requisite coverage if Permittee subsequently hires employees.
- b. Insurers; Special Provisions For Certificates of Insurence: The insurence required to be carried by Permittee pursuant to the terms of this Agreement shall be effected under valid and enforceable policies issued by reputable and independent insurers permitted to do business in the State in which the Space is located, and rated in Best's insurence Guide, or any successor thereto (or if there be none, an organization having a national reputation) as having a general policyholder rating of "B++" or greater and a financial rating of at least "XIII." All such required liability insurance, except (1) worker's compensation and (2) employer's liability shall name (exactly as set forth in quotations) "Signature Flight Support Corporation, its parent, subsidiaries, related, and affiliated companies and the Authority" as additional insureds. To the extent All Risk Property is required pursuant to Section 23(a)(ii)(1)(a) above, Signature shall be named as Loss Payee. If the required liability polices cross liability and collectible (recompanies) and the support that we have been defined or is shall be remote that we have been defined cross liability. above, Signature shall be named as Loss Payee. If the required liability polices do not contain a standard separation of insured provision, they shall be endorsed to provide cross liability coverage. To the extent that such loss, damage or liability is covered by valid and collectible insurance maintained by it, Permittee hereby waives all rights of recovery against Signature and the Signature Group. All required insurance policies shall contain a waiver of subrogation in favor of 'Signature Flight Support Corporation, its parent, subsidiary, related, and affiliated companies and the Authority'. All required insurance policies shall be evidenced by certificates of insurance that provide at least thirty (30) days advance written notice of any cancellation or changes adverse to the Interests of Signature or its subsidiaries. Permittee may send insurance certificates to the Signature Insurance Department via any of the following methods: (1) by mail to CertFocus, P.O. Box 140528, Kansas City, MO 64114; or (ii) by facsimile 407-792-6460; or (iii) by email to <a href="https://doi.org/10.1007/10.100
- C. Minimum insurance amounts stated shall not be lowered without express written consent of Signature. Higher insurance limits may be required by the Airport, in which case, the Airport's limits shall supersede the limits stated above.
- d. The certificates of insurance, with respect to the insurance requirements described above, shall state that such coverage is primary and without right of contribution from any insurance carried by Signature and that the liability assumed by Permittee under this Agreement has been specifically insured under the policies above, but such insurance in no way limits Permittee's liability hereunder.
- e. PERMITTEE ACKNOWLEDGES THAT ITS POTENTIAL LIABILITY IS NOT LIMITED TO THE AMOUNT OF ANY LIABILITY INSURANCE COVERAGE OR TO INSURANCE POLICY LIMITS REQUIRED IN THIS PERMIT. FURTHER, PERMITTEE SHALL BE SOLELY RESPONSIBLE FOR INSURING ITS PERSONAL PROPERTY OR OTHER CONTENTS WITHIN OR ABOUT THE SPACE.
 - f.
- Minimum Insurance dollar limits required of Signature:
 Signature shall at all times during the Term, at is sole cost and expense, maintain the same types and amounts of insurance required under the Master Lease.

24.

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

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and forever hold harmless the Permittee Group from and against any and all Damages incurred by the Permittee Group and arising from any negligent or willful acts or omissions of the Signature Parties; provided, however, that this indemnify does not apply to Damages caused by the negligent acts or omissions of the Permittee Group. Such indemnification is subject to and limited by Paragraph 22 Limitation of Liability.

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

Environmental Removal and Disposal.

- Compliance with Environmental Regulation. Permittee is solely responsible for the proper removal and disposal of all hazardous substances, hazardous wastes and petroleum products as defined and regulated under applicable local, state, or federal law (collectively, 'Regulated Substances') that Permittee generates or that are generated by the Permittee Group. Such removal and disposal shall include, but not be limited to, proper documentation of such Regulated Substances under its assigned Environmental Protection Agency ('EPA') Identification Number in Permittee's name. Permittee agrees to provide Signature, upon request, with the required EPA identification number and copies of any and all documentation in Permittee's namePermittee shall comply with any and all applicable local, state and federal law and any and all Alport requirements in such removal and disposal. Additionally, Permittee is solely responsible for any and all environmental contamination that impacts the Space or any portion of Signature's leasehold premises as a result of the Permittee Group's improper storage or handling of any Regulated Substances on, in or at the Space.
- b. Environmental Audits. Permittee acknowledges that Signature may enter the Space from time to time to conduct environmental audits. If such environmental audits reveals the presence of contaminants in excess of acceptable levels under applicable law as a result of Permittee's use of the Space, Signature shall serve written notice to Permittee to correct the conditions within seven (7) days. Permittee shall act diligently to remove any and all such contaminants and to take all such prompt action necessary to satisfy Signature and any authorities having jurisdiction over the Space that proper remediation has occurred as described above. If Permittee fails to act within the seven (7) day period, Signature may act to correct the conditions and shall be entitled to reimbursement for any and all costs directly or indirectly associated with such corrective action.
- Indemnification. Permittee shall indemnify, defend, and forever hold harmless the Signature Group from and against all environmental claims, liabilities, damages, C. Indemplification. Permittee shall indemnity, defend, and torever note narmiess the Signature Group from and against all environmental claims, liabilities, damages, fines, penalties, losses or impalments, including, but not limited to, any penalty or fine imposed by any governmental agency and the expense of cleaning up or disposing of any Regulated Substances, as well as any and all reasonable attorneys' fees (collectively, 'Environmental Damages') resulting from the use and occupancy or any negligent act or omission of the Permittee Group. Permittee shall not be responsible for any type of Environmental Damages or any environmental conditions that existed before the Effective Date or, except to the extent the Permittee Group exacerbates any such issue or The indemnities set forth herein Paragraph 25(c) shall survive the termination or expiration of this Permit.
- d. Environmental Protection Procedures. Permittee shall conduct its operations to meet or exceed requirements set forth in applicable local, state, and federal laws and in accordance with safe and proper industry practices in order to prevent environmental accidents. Such practices include but are not limited to the following:

 (i) Permittee shall at all times protect the drain from spills of Regulated Substances and agrees to instruct all its employees, egents, servants, contractors,
 - subcontractors, invitees, and other representatives in writing regarding such requirement and the proper operation and maintenance of this drainage system, and immediately notify Signature of any discharge;

 Permittee shall properly label all containers and shall not place or maintain open containers outside of the Space;
 - (ii) (iii)
 - Permittee shall cover all trash containers placed or maintained outside the Space.
- 26. Compliance With Laws. Each member of the Signature Group and the Permittee Group shell comply with all prevailing and applicable federal, state and local rules, regulations, orders, and laws of all jurisdictions having authority, including, but not limited to the Airport, FAA, TSA, in which the space is located.
- Brokers. The Parties acknowledge that no broker was in any way involved consummating this Permit and that no conversations or prior negotiations were had with any broker. The indemnities in Paragraph 24, above, shall be applicable to claims by any broker for a brokerage commission arising out of this Permit.
- 28. Notice. Any notice or demand required under this Permit may be by personal service, courier, recognized overnight delivery service, United States mail (certified mall/postage prepaid only), or facsimile transmittal. Notices served by United States mail are deemed properly delivered effective the third (3rd) business day and personal service, courier delivery, or facsimile transmittal are deemed served at the time and date of receipt confirmation provided that such notice is addressed to the Permittee as set forth in the Basic Provisions.

29. Default: Remedies.

- a. It shall be considered a "Default" pursuant to this Permit If (i) Permittee fails to make, within fourteen (14) calendar days of the date of the receipt of written demand by Signature (the "Grace Period"), payments of Aggregate Rent or any other payment required herein; (ii) Permittee shall fail to perform any non-monetary covenant herein, and such default shall continue for a period of thirty (30) days after receipt of written notice of the default from the non-defaulting Perty, provided, however, that if such Default is not reasonably susceptible to cure within such thirty (30) day period, Permittee shall be permitted the reasonable additional thire as may be required to pursue, through its best and most diligent efforts, the required corrective action, not to exceed an additional thirty (30) days (this subsection it shall not apply to Permittee's fallure to pay Aggregate Rent or to any Parties failure to comply with federal, state, local, or other law, statute, or regulation); (iii) Permittee shall cease to do business as a going concern; (iv) a petition is filed by or against Permittee under the Bankruptcy Act or any amendment thereto (including a petition for reorganization or an arrangement) or under any other debtor protection laws; (v) Permittee assigns its property for the benefit of creditors; (vi) Permittee assigns, transfers or encumbers this Permit without Signature's express and advance written authorization, which authorization shall not be unreasonably withheld; or, (vii) there is a seizure of this Permit or the Space or any part thereof, upon execution or by other process of law directed against Permittee, or upon or subject to any creditor's attachment. The Grace Period referenced above with respect to monetary payments shall be revoked without further notice to Permittee in the event Permittee fails more than two (2) times to timely deliver any payment when due (regardless of cure) in any given consecutive twelve (12) month period.
- b. In the event of any Default hereunder, Signature shall have the right to pursue any combination of the following remedies: (i) terminate this Permit (ii) remove the Aircraft from the Space and relocate the Aircraft to any location on the Ramp upon termination and without notice and Permittee hereby waives any right or claim to recover damages from Signature relating to such towing, removal, and relocation or storage on the Ramp; (iii) declare all Aggregate Rent and other amounts payable hereunder for the balance of the Term to be immediately due and payable; (iv) perform any of Permittee's obligations and Permittee shall reimburse Signature for any and all costs and expenses incurred, including attorneys' lees, plus an administrative fee equal to ten percent (10%) of such costs, with a minimum of \$100.00; (v) Signature may enter the Space and proceed to sell, in a commercially reasonable plus an administrative lee equal to ten percent (10%) of such costs, with a minimum of \$100.00; (v) signature may enter the Space and proceed to sell, in a commercially reasonable manner, all goods, chattels and personal property found to offset any portion of Aggregate Rent and outstanding additional payments and Permittee shall pay all costs and expenses incurred or chargeable to Signature as a result of such sale; (vi) Signature may, at Signature's sole option, after or repair the Space as necessary in order to relet the entire or any part or parts of it either in Signature's name or otherwise on terms at Signature's option which may be less than or greater than the balance of Permittee's Term. No re-entry, afteration, repair or reletting shall be construed as Signature's election to terminate this Permit unless Signature has indicated otherwise. Permittee for Permittee's and Permittee's successors and assigns hereby Irrevocably constitutes and appoints Signature as its agent to collect the rents due and to become due under any of Permittee's permit for the Space (or any parts thereof) without in any way affecting Permittee's obligation to pay any unpaid balance of Aggregate Rent due or to become due hereunder. In addition to the foregoing, Signature is entitled to all rights and remedies, available to it at law or enuity. remedies available to it at law or equity.
- If either Party institutes an action to enforce its rights under this Permit, the prevailing Party shall be reimbursed by the other Party for its reasonable attorneys' fees in addition to any other recoverable damages.
- d. If Signature shall fail to perform or observe any covenant or requirement of this Permit, and such failure continues for a period of thirty (30) days following receipt of written notice from Permittee of such failure (provided that such time period shall be reasonably extended for so long as Signature diligently prosecutes such cure), Permittee shall have the right to terminate this Permit by written notice to Signature.
- Permittee agrees that any amounts outstanding beyond any grace or cure period set forth in this Permit shall bear interest at the rate of one and one-half percent (1.5%) per month of the delinquent amount, but in no event shall the foregoing exceed the maximum amount allowable by applicable law.
- Independent Contractor. The relationship between the Parties shall be that of independent contractors for all purposes and in no event shall persons employed or retained 30. by either Party be employees or agents of the other.
- Force Maleure. Except for the payment of Aggregate Rent and any other sums due hereunder by Permittee, neither Party shall be liable for its failure to perform under this

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Permit or for any loss, injury, damage or delay of any nature that is caused by any act of God, act of terrorism, act of nature, fire, flood, wind storm, strike, labor dispute, riot, insurrection, war or any other cause beyond either Party's control, providing, however, should the force majeure continue for more than sixty (60) days, either Party may terminate this Permit upon ten (10) days written notice.

- 32. Governing Law, This Permit shall be construed, interpreted, and enforced in accordance with the laws of the state in which the Space is located.
- 33. WAIVER OF JURY TRIAL. THE PARTIES WAIVE THEIR RIGHT TO TRIAL BY JURY.
- 34. Assignment and Subtetting. Permittee shall have no right to assign, transfer, mortgage, pledge, hypothecate or encumber this Permit or any interest herein or subtlet the Space or any part thereof, or permit the use of the Space by any other party without Signature's prior written consent, which may be withheld in its sole discretion; provided that GM Aviation, Inc. may use the Space without Signature's prior written consent to such a transaction shall not be deemed a release of Permittee from the obligations of this Permit, unless otherwise stated in writing by Signature. Any such contemplated assignment or subtletting may further be subject to advance, written approval by the Authority. The use of the Space by any afteraft other than the Aircraft defined above shall be subject to Signature's prior written approval, which may be withheld in its sole discretion. Any such transactions in violation of the foregoing requirement shall be considered null and void and shall constitute an immediate Default, for which no cure period is available; provided however that the obligations of Permittee hereunder shall remain in full force and effect, including but not limited to the insurance, waiver and indemnification provisions, notwithstanding such a transaction or change of aircraft.
- 35. <u>Fuel Purchases.</u> Unless Permittee occupies Office or Shop Space only, Permittee Group agrees to purchase reasonable and substantial quantities of fuel from Signature in connection with the operation of the Aircraft based or otherwise operated from the Space in exchange for Signature furnishing Permittee the use of Signature's general aviation terminal facilities and amenities, as well as furnishing other basic and customary Ancillary Services related to the Aircraft based or operated from the Space. Such fuel purchases constitute an integral part of the basis of bargain and material consideration for Signature to enter into this Permit at the rental rates set forth herein.
- 36. Aircraft Towing. Signature shall have the primary responsibility to low Aircraft at the Airport as one of the Ancillary Services offered by Signature. The Permittee Group agrees not to undertake the towing/repositioning of the Aircraft, except in the event of an emergency. "Emergency" is defined as an unanticipated and sudden event in which the safety, security or integrity of an Aircraft or a person is in imminent peril or jeopardy.
- 37. <u>Time of Essence.</u> Time is of the essence in this Permit.
- 38. Amendment, No amendment, modification or alteration of the terms of this Permit shall be binding unless it is in writing and executed by both Parties.
- 39. Entire Agreement. All Exhibits attached hereto are fully Incorporated into the terms and conditions of this Permit. This Permit constitutes the entire agreement and all prior correspondence, memoranda, negotiations, or understandings (written or oral) and are merged into and superseded by this Permit, excepting the Parties' joint and several obligations under the Master Lease. This Permit shall be interpreted simply according to the plain meaning of its terms and not strictly for or against with Party regardless of which Party drafted it.
- 40. Severability. If any authority with proper jurisdiction determines that any provision is illegal, unenforceable, or invalid in whole or in part for any reason, all valid and enforceable
- 41. <u>Applicability.</u> The provisions of Paragraph 22 and Paragraph 24 shall bind Permittee and Signature with respect claims, losses, and damages arising with respect to the Space and all additional services performed by Signature with respect to the Permittee Group and its property (including the Aircraft) throughout the Base and at any other fixed base operation owned, operated, managed or controlled by Signature.
- 42. <u>Election of Remedies.</u> The Parties' rights and remedies are cumulative and in addition to all other rights and remedies at law and equity. No action initiated by either Party shall be construed or interpreted as a sole election of remedies and will in no way diminish, restrict, prejudice or otherwise walve any other rights or remedies.
- 43. <u>Authority Consent Required.</u> Permittee acknowledges that, pursuant to the provisions of the Master Lease, Signature may be required to obtain Authority's written consent to this Permit, and accordingly, if applicable, the obligations, understandings and commitments of the Parties as set forth herein are expressly subject to obtaining such Authority consent.
- 44. Estoppel Certificates. Permittee shall, within fifteen (15) days after any written request from Signature, execute, acknowledge and deliver a statement certifying certain facts regarding this Permit, including but not limited to confirming the effectiveness of this Permit and the status of any defaults thereunder and/or such other matters as Signature may reasonably request. Any such statement may be relied upon by or as may be requested by Signature, its lenders, insurance carriers, auditors, and prospective purchasers. If Permittee shall fail to execute and return such statement within the time required herein, Permittee shall be deemed to have agreed with the matters set forth therein.
- execute and return such statement within the interrequired netert, Permittee shall be described to have agreed with the matters set routh interest.

 Relocation. Notwithstanding any provision of this Permit to the contrary, Signature shall have the right to temporarily relocate the Aircraft to reasonably similar space at the Base without notice to Permittee. Signature shall have the option to permanently relocate the Space upon thirty (30) days prior written notice to Permittee and at Signature's sole cost and expense. In the event Permittee objects to such permanent relocation, Permittee may elect to terminate this Permit by written notice delivered to Signature within fifteen (15) days of receipt of the foregoing notice from Signature with such termination effective upon the thirtieth (30°) day following said notice from Signature. In addition to the foregoing, Signature shall have the right, but not the obligation, to relocate any Aircraft which is not already from the Space to another portion of the Base in Signature's sole discretion.
- 46. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party so have in respect of any failure, breach or default not expressly identified by such writing and signed by the Party so waiving. No waiver by any waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Permit shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any other right, remedy, power or privilege.
- 47. No Waste. Permittee shall not commit any waste upon the Space, or any nuisance or act which may disturb the quiet enjoyment of any other tenant of the Base.
- 48. Inclement Weather. In the event of any Inclement weather (each event, a "Storm") Permittee hereby requests that Signature continue to store the Aircraft in the Hangar Space during the period that the Storm may strike or adversely affect the Hangar Space. In consideration of such storage, and notwithstanding any other agreement, lease or license, whether verbal or in writing, to the contrary, Permittee confirms that Permittee assumes all risk that the Aircraft may be damaged or destroyed by the effects of the Storm while in storage in the Hangar Space. Signature makes no warranties or representations of any kind that the Aircraft can be protected from the effects of the Storm. Permittee agrees to indemnify, hold harmless, release and defend Signature and the Signature Group from any and all Damages arising out of any effects of a Storm. Permittee shall be solely responsible for any such losses or it will look solely to its insurance coverage. Permittee walves all rights of subrogation for itself and its insurance carriers.

Remainder of page intentionally left blank.

Permittee Initials:

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

Airport,, ("Airport"), by its execution	ation, ("Signature"), which maintains a Fixed Base Operation ("FBO") at on hereof, hereby authorizes the following person or entity, ("Vendor"), to enter
the FBO premises on a temporary basis, consistent with the terms and conditions here 1. Vendor. The name, address, and telephone number of the Vendor are as f	
Name:Address:	
reiephone:than:	
Service provided ("Service"):	sole purpose of performing Service at the request of Signature or its customer,
Permittee, tenant, Alrcraft owner, pilot or other designated representative. Vendor shall designated for such Service by local Signature management. Vendor expressly agree operate alrcraft or use Signature's leasehold, including, but not limited to, ingress and s	be authorized only to perform the Service noted above and only in the area(s) s that at no time shall its activities infringe upon the or its customers' ability to
4. <u>Indemnification.</u> Vendor agrees to indemnify, defend and hold harmles employees and Signature's parent, subsidiary, related and affiliated companies from and or judgments, of any kind whatsoever (including those arising from third parties), inclust suffered by, or charged to, Signature by reason of any loss of or damage to any proper violation or non-performance by Vendor or its agents, servants, consultants, contractor Release or by any act or failure to act or negligence of such persons.	ding all costs, attorneys' fees, and expenses incidental thereto, which may be ty or injury to or death of any person arising out of or by reason of any breach,
5. <u>Insurance.</u> <u>Before commencing Services</u> , Vendor shall evidence the follow	ing types and amounts of insurance:
i. Liability - Airport Premises (1) <u>Commercial general</u> Combined single I (2) <u>Motor vehicle</u> Combined single I	imit \$5,000,000 per occurrence, products and completed operations Imit \$5,000,000 per occurrence
(2) driven on Signature's ramp. If Vendor s shall be automatically revoked and Vendor	ndor does not have a motor vehicle that is both (1) registered in its name and ubsequently registers a vehicle in its name and drives on the ramp, the waiver shall obtain the requisite coverage. Limit \$5,000,000 per occurrence.
(a) This coverage shall be conditionally waive waiver shall be automatically revoked and	d if this Release does not include the maintenance of aircraft. This conditional Vendor shall obtain the requisite coverage if this Release is later amended to nences, without amendment, performance of aircraft maintenance in the Space.
ii. Worker's Compensation & Employer's Liability	
	00,000 or as required by statute currence for bodily injury by accident
	currence for bodily injury by disease
\$500,000 aggrega	ite policy limit
Special Provisions For Certificates of Insurance: All such required liab employer's liability shall name (exactly as set forth in quotations) 'Signature Flight Supp Authority" as additional insureds. If the required liability polices do not contain a stantiability coverage. All required insurance policies, except (1) motor vehicle, (2) worker's in favor of 'Signature Flight Support Corporation, its parent, subsidiary, related, and a evidenced by certificates of insurance that provide at least thirty (30) days advance write or its subsidiaries. Minimum insurance amounts stated shall not be lowered without expected in which case, the Airport's limits shall supersede the limits stated above.	dard separation of insured provision, they shall be endorsed to provide cross compensation, and (3) employer's liability shall contain a waiver of subrogation filliated companies and the Authority. All required insurance policies shall be ten notice of any cancellation or changes adverse to the interests of Signature
VENDOR ACKNOWLEDGES THAT ITS POTENTIAL LIABILITY IS NOT L COVERAGE OR TO INSURANCE POLICY LIMITS REQUIRED IN THIS RE	
Signature Flight Support Corporation	Vendor:
Ву:	Ву:
Name:	Name:
Title;	Title:
Date:	Dale:

Permittee Initials: 4 / Signature Initials:

CONSENT TO SUBLEASE

PALM BEACH COUNTY, a political subdivision of the State of Florida, the "COUNTY", by and through its Department of Airports, under that certain Lease Agreement for Fixed Based Operator with Signature Flight Support, LLC f/k/a Signature Flight Support Corporation (the "LESSEE"), dated September 30, 2004 (R-2004-1990), as amended (the "Lease Agreement"), hereby consents to LESSEE entering into a Sublease Agreement dated May 1, 2020, (the "Sublease") with Nicklaus Design, LLC, (the "SUBLESSEE") for the sublease of certain premises contained within the leasehold of LESSEE under the Lease Agreement.

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

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

APPROVED this <u>3</u> day of <u>Sel rember</u> 202₆ by the County Administrator or the Director of the Department of Airports on behalf of and pursuant to the authority granted by the Board of County Commissioners.

Title: Director of Airports

Approved as to Form and Legal Sufficiency:

County Attorney

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

SPACE PERMIT

"Effective Date": May 1st, 2020

"Signature": Signature Flight Support, LLC, a Delaware corporation

"Permittee": Nicklaus Design, LLC

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

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

Building Name	Space Type (Hangar/T-Hangar) (Office/Shop/Ramp)	Rentable Square Feet	Suite Number	Monthly Base Rent
Hangar E	Space Available Hangar	9791		\$4830.70
Hangar E	Office	660		\$1582.08
Additional Mor	nthly "Facility Charge"			
Additional Monthly "CAM Charge" 1				\$513.02
Landing Fee N1271M				\$123.49
TOTAL MONTHLY BASE RENT				\$7049.29

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

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

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

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

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

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

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

Aircraft Make	Aircraft Model	Tail Number	Serial Number
(1)Gulfstream	GV	N1271W	538
(2)			
(3)			
(4)			
(5)			
(6)			

"Term": This Space Permit ("Permit") shall be for an initial term, commencing upon the earlier of the Effective Date ("Effective Date") or the date on which Permittee actually took occupancy of the Space and expiring April 30, 2022 ("Term").

"Security Deposit": \$ 0.00

Permittee Initials A Signature Initials:

Addresses for Notices:

If to Signature:

Signature Flight Support, LLC Attention: General Counsel 13485 Veterans Way, Suite 600

Orlando, Florida 32827 Facsimile: (407) 648-7352

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

Facsimile: (407) 648-7352

Signature Flight Support, LLC Attention: General Manager 1500 Perimeter Road West Palm Beach, FL 33406

If to Permittee: Nicklaus Design, LLC 3801 PGA Blvd Suite 565

Palm Beach Gardens, Florida 33410

Attention: Donna Doty, Corporate Paralegal

Work: (561) 227-0320 Facsimile: (561) 227-0493 Email: donna.doty@nicklaus.com

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

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

cklaus Design, LLC]
Michael Arciela
nted Name: Michael Arciola
e: CFO
te: Apr 15, 2020
tness: Description of the Name: Donna Doty
: 1 t

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Permittee initials Signature initials

SPACE PERMIT GENERAL TERMS AND CONDITIONS

- 1, <u>Basic Provisions.</u> The Basic Provisions preceding these General Terms and Conditions are incorporated herein and binding upon Signature and Permittee. For purposes of this Permit, Signature and Permittee may from time to time be referred to individually as a "Party" and collectively as the "Parties."
- Term. This Permit shall be for Term as defined above. Permittee shall vacate the Space upon the expiration or earlier termination of this Permit. Permittee shall return a defined above. Permittee shall vacate the Space upon the expiration or earlier termination of this Permittee shall incur on account of Permittee's delay in so vacating the Space. If Permittee shall not vacate the Space upon the expiration or earlier termination of this Permit, the Base Rent shall be increased to 200% of the Base Rent then in effect and Permittee's obligation to pay Aggregate Rent shall continue, but nothing herein shall limit any of Signature's rights or Permittee's obligations arising from Permittee's failure to vacate the Space, including, without limitation, Signature's right to repossess the Space and remove all persons and property therefrom at any time after the expiration or earlier termination of this Permit and Permittee's obligations and covenants arising pursuant to this permit, including but not limited to its walvers, and obligations to reimburse and indemnify Signature as provided in the preceding sentence or as otherwise set forth in this Permit.
- 3. Alroraft. The Hangar Space and/or Ramp Space, as applicable, shall be used and occupied by Permittee for the storage of only the Aircraft.
- Rent.
- a. Base Rent. Permittee agrees to pay Base Rent to Signature (a prorated amount if the Term commences on a day other than the first day of the month), and, on the first day of each month thereafter Aggregate Rent (as defined below). Base Rent is payable in advance without notice, setoff, demand or deduction, except as provided in this Permit.
- b, Annual Base Rent Adjustment. On the first anniversary of the Effective Date and continuing each anniversary thereafter (each an "Adjustment Date"), the thencurrent Base Rent shall be increased by three percent (3%).
- c. Supplemental and Aggregate Rent. In addition to the Base Rent, Permittée shall pay to Signature, on a monthly basis, except for real estate taxes which shall be paid on an annual basis, along with such Base Rent, any and all additional sums other than Base Rent due and owing to Signature as a result of Permittee's tenancy, including but not limited to the Facility Charge, CAM Charge, and those amounts referenced in Section 4(d) below ("Supplemental Rent"). Base Rent and Supplemental Rent are hereinafter referred to collectively as "Aggregate Rent".
- d. Airport Concession Fees and Charges; and Taxes. Permitiee agrees to pay Airport concession fees, charges, and/or texes, which shall be assessed at the rate. applicable at the time of each monthly Base Rent payment and subject to change at the Airport's (or Authority's) discretion, as well as all applicable and then prevailing state and federal taxes retaining to Permittee's use and/or the terms and conditions of this Permit, including but not limited to ad valorem and real estate taxes.
- taxes relating to Permittee's use and/or the terms and conditions of this Permit, including but not limited to ad valorem and real estate taxes.

 e. Common Area Maintenance. (CAM) Charge: Permittee shall pay to Signature monthly, as Additional Rent, the Permittee's proportionate share of expenses of every kind paid or incurred by Signature for the operation, upkeep, maintenance, repair or renewal of the Space and Common Use Areas. The CAM Charge shall include, but is not limited to, maintenance and landscaping, lire suppression system meintenance and certification; security and access controls/phones, utilities, and property insurance. Notwithstanding the foregoing, the CAM Charge shall exclude the following: (1) Master Lease rent; (2) capital improvements; (3) mortgage payments; (4) depreciation; (5) leasing commissions, attorneys' leas, space planning costs; (6) any amounts paid to affiliates of Signature to the extent such amounts exceed amounts that would have reasonably been paid to unrelated third parties for similar services; (7) any of Signatures' overhead and general administration expenses; (8) advertising and promotional expenditures; (9) penalties, fees or interest incurred as a result of Signature's failure to make a payment when due, The CAM Charge shall be adjusted annually.
- Late Fee. Any payment not delivered within seven (7) calendar days following the date due shall be subject to a late fee equal to the greater of; (i) \$100; or (ii) ten percent (10%) of the amount due, but in no event higher than the maximum rate allowable by law. Any late fee so imposed shall be deemed Supplemental Rent.
- Security or in amount due, but in the event higher than the maximum rate anowable by taw. Any rate leves imposed shall be destricted output level in the sum of two (2) months' estimated Base Rent ("Security") with Signature as security for the fallful performance by Permittee of its obligations under this Permit. Signature may apply any portion of the Security against any indebtedness which is not paid when due. If Signature pays Permittee's indebtedness from such Security or if Permittee's Base Rent increases, Permittee shall deposit an amount to replenish the Security to the sum of two (2) months' estimated Base Rent within ten (10) business days of Signature's written demand. Payment of any indebtedness from such Security does not waive Signature's right to any other remedy provided by this Permit or by law. Signature shall return any unused portion of the Security, without interest, upon Permittee's performance in full of its obligations under this Permit at the end of the Term
- 6. Authority. Permittee represents that it is fully authorized to enter into this Permit on behalf of the Permittee and any owner(s) of the Aircraft and to bind the Permittee and the Aircraft owner(s) to the terms and conditions set forth in this Permit.
- 7. Storage. Permittee shall prohibit the storage, melntenance (including washing), or operation of any motor vehicle, recreational vehicle, or boat in the Space. Permittee covenants and agrees that at no time during the Term will Permittee, together with its agents, employees, contractors, subcontractors, invitees, officers, directors, servants or vendors (collectively, hereinafter referred to as ("Permittee Group"), be permitted to store, maintain or operate any motor vehicle, recreational vehicle, or any vehicle considered to be personal property in, around, or upon the Space.
- 8. <u>Common Areas.</u> Permittee is authorized to use designated common use areas of the Base, including, but not limited to, restrooms, entry ways, hallways and vending areas, as specified by Signature's local general manager, subject to reasonable rules and regulations imposed by Signature.
- 9. Security of Personal Property. Permittee is at all times responsible for securing and locking the Altcraft, including but not limited to property attaching the down ropes of chains. Signature's performance of any Ancillary Services or providing ropes, chains, or chocks does not constitute Signature's acceptance of responsibility for the Altcraft's overall security. Signature shall not accept keys to Permittee's Aircraft, automobiles, or other vehicles. Signature shall not be responsible for the storage or security of Permittee's personal property, including but not limited to deliveries made to Permittee, Permittee acknowledges that any security or safety measures employed by Signature are for the protection of Signature's own interests; that Signature is not a guarantor of the security or safety of Permittee, its employees, guests, confractors or licensees, or of its property; and that such security and safety matters are the responsibility of Permittee and the local law enforcement authorities.
- 10. <u>Utilities.</u> For purposes of this Permit, "Utilities' shall mean heating, cooling, electricity and water, if Permittee requires utilities other than those or in quantities greater than those available at the Effective Date, Permittee is solely responsible to arrange for them, coordinate their installation with Signature's requirements, and pay for such costs, including any impact fees.
- Impact tess.

 11. Master Lease: Alteration of Prevailing Land Rents by Authority. The Master Lease and all amendments thereto, prior to and subsequent to the Effective Date, are incorporated herein and are available for Permittee's inspection and review. The terms and conditions of this Permit shall be subject and subordinate in all respects to the Master Lease, as amended from time to time, and any provision of such Master Lease required to be addressed herein shall be deemed incorporated herein. Signature reserves the right to increase Permittee's then prevailing monthly Base Rent and/or Supplemental Rent by a corresponding amount of any increase imposed by the Authority or any other authority having jurisdiction over the Airport and Signature's leasehold interest by changes in rules, regulations, ordinances, orders, decrees, or any law resulting in an increase in the prevailing land rents or concession fees, etc. applicable to Signature including but not limited to afteration or adjustment of rents pursuant to the Master Lease. Signature shall provide Permittee a minimum of ten (10) business days' written notice from Signature of any increase allowable pursuant to this Paragraph 11; provided however that failure to deliver such notice shall not be deemed a walver of Signature's right to such payment.
- 12. Taxes. Additionally, Permittee agrees to pay all such taxes and assessments, which are assessed against or provided to Signature for personal property in the care, custody and control of Permittee located in, on or about the Space. Signature agrees to firmish Permittee promptly with all pertinent official tax bills, statements, invoices, and assessments consistent with Signature's receipt of same. Permittee hereby authorizes Signature to provide information relating to the presence of Permittee's personal property on or about the Space as requested by any governmental authority having jurisdiction or authority with respect to the taxation of such personal property.
- 13. <u>Signature Ancillary Services.</u> It is acknowledged by the Parties that other services not described in this Permit may be requested by Permittee for the Aircraft (or on behalf of the Aircraft owner/operator) to be performed by Signature. Such ancillary services may include, but are not limited to, the sale of aircraft parts and components, temporary hangar space, the performance of aircraft maintenance and avionics, fueling, defueling, defueling, determine such Ancillary Services at the request of the Permittee at Signature's prevailing and locally-established rates or as otherwise negotiated between Signature local management and Permittee.

Permittee Initials: MA Signature Initials:

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Such requests may be made by Permittee verbally or in writing. If such Ancillary Services are provided, Permittee agrees to pay Signature for all such work, which shall be subject to all of the terms and conditions of this Permit. Any sums due and owing to Signature as a result of its provision of Ancillary Services shall be Supplemental Rent unless paid for at the time of

- 14. <u>Prohibited Uses.</u> Permittee shall not use the Space for any use which is not expressly allowed by the Master Lease or any applicable rule or regulations, and further, Permittee shall not allow the use of the Space for the operation of a fixed base operation or any business substantially similar to any portion of Signature's authorized general or commercial aviation operations at the Airport. Permittee expressly warrants and represents without limitation that it shall not at any time during the term of this Permit undertake for itself or cause to be undertaken through others, including, but not limited to its employees, agents, subcontractors, or invitees, any services permitted to Signature under the Master Lease, including, but not limited to the following:
 - a. Installation of any fuel storage and dispensing facilities (lincluding mobile delivery of fuel);
 - b. Receipt and storage of any fuel product, including, but not limited to, aviation and motor fuels;
 - Into-plane or into-truck delivery of any aviation or motor fuels:
 - d. Rotorcraft or aircraft sales or rentals (Permittee demonstration flights excluded);
 - Flight training (Permittee in-house flight training excluded);
 - f. Rotorcraft or aircraft radio and instrument sales and service (avionics);
 - Specialized rotorcraft or aircraft repair service for a third party; ġ,
 - h. Air transport of mail or cargo for hire:
 - 1. Hangaring or servicing of aircraft for a third party, including without limitation that of a transfert or non-based tenant, subtenant, sub-permittee, quest, or invitee of
 - Deicing of aircraft:
 - J. k. Temporary parking, including overnight parking, of aircraft, other than the Aircraft;
 - Maintenance/ avionics services for a third party;
 - m.
 - Other activity advarse or disruptive to Signature or Airport interests as may be determined by Signature in its sole but reasonable judgment.
- Third Party Vandors. Any third party seaking access to any part of the Space and/or the Base to perform any commercial activity ("Third Party Vendor") may enter Signature's old (including the Space) only after the Third Party Vendor has:
 - Executed the Vendor Release, an exemplar of which is attached as Exhibit A;
 - h. Provided Signature with a Certificate of insurance for the regulate insurance coverage; and,
 - Obtained written authorization for entry from Signature via its execution of the Vendor Release C.

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

- 15. <u>Termination of Master Lease.</u> If the Master Lease is terminated or abated, such termination or abatement shall cancel or abate this Permit and Permittee shall look to Signature's successor-in-interest or to the Authority for relief or continuance of its rights as established in this Permit Permittee shall have the right to remove all of its fixtures, equipment, personal property and other property from the Space deemed to be removable or non-improvement provided Permittee shall repair any damage to the Space as a result of such removal.
- 17. Destruction or Condemnation of Space. If, after the Effective Date, any significant portion of the Space is destroyed by fire or other casualty, Permittee or Signature shall have the option upon written notice to the other Party to terminate its obligations under this Permit provided Permittee shall not exercise such right in the event such destruction or casualty arises either directly or indirectly from Permittee's acts or omissions. If all or part of the Space is taken or condemned by any authority for any public use or purpose, which renders the Space untenantable or unusable, this Permit shall terminate as of the date title vests in such authority, and the Aggregate Rent shall be apportioned as of such date.
- Acceptance: Maintenance: Surrender,
- Permittee accepts the Space in its "as is" condition on the Effective Date of this Permit and Signature shall have no liability or obligation to make any alterations or Permittee accepts the Space in its "as is" condition on the Effective Date of this Permit and Signature shall have no liability of obligation to make any atterations or improvements of any kind on or about any portion of the Space. Permittee shall not alter the Space in any fashion without the prior written consent of Signature, which may be withheld in Signature's sole discretion. Upon the expiration or termination of this Permit, all fixtures installed or additions and improvements made to the Space, specifically excluding lumiture and Permittee's trade fixtures, shall, at Signature's option (to be exercised in its sole discretion) either (i) become the property of Signature and shall remain in the Space, without compansation or payment to the Permittee, unless otherwise agreed to in writing by Permittee and Signature, or (ii) be promptly removed by Permittee, and Permittee, and Permittee shall, at its sole cost and expense, restore the Space to the condition that existed immediately prior to its occupancy of the Space (normal wear and tear excepted) and repair any damage resulting from the removal of the additions and improvements.
- b. Subject to section 4.e. herein, Signature is responsible for coordinating all necessary maintenance and routine repair to the Space, specifically excluding any Permittee requested improvements to the space as set forth in Section 18.a. herein. Permittee shall be responsible for all maintenance and repair costs arising from the acts or omissions of the Permittee Group. Permittee shall be responsible for keeping the Space clean and orderly, including the removal of trash and debris from the Space and for complying with applicable rules and regulations for the operation of equipment and Permittee's business within the Space. The cost of janifornal services to the Space shall be the responsibility of Permittee. Permittee shall have the exclusive right to engage a janifornal service provider of its choice.
- Permittee shall not perform or conduct any operation that in any way adversely impacts the structural integrity of any portion of the Space or which accelerates its C. ordinary deterioration.
- d. Upon the expiration, or earlier termination, of the Term, Permittee shall immediately remove its personal property and surrender the Space to Signature in good repair and broom clean condition, ordinary wear and lear excepted.
- e. Signature and the Authority may enter the Space at all reasonable times for the purpose of routine inspections of the Space, or any other purpose reasonably researy to protect Signature's or Authority's interest in the Space or to perform Signature's or Authority's duties under this Permit.
- 19. Signage. Permittee shall not place or permit to be placed in or on the Space any signs or insignias without Signature's and, if applicable, the Airport's written consent, in the sole discretion of such perties.
- 20. <u>Non-Exclusive Easements</u>. Signature grants to Permittee a non-exclusive easement to transition Permittee's Aircraft, if applicable, to and from the Hangar Deck Space or other aircraft storage space controlled by Signature to an Airport textiway and to provide ingress and agress to and from the Space for authorized vehicles, including, all vehicles and other aquipment required by Permittee's employees, vendors, contractors and authorized subcontractors. All vehicles and vehicle operators shall fully comply with Signature's and the Authority's rules and regulations regarding Airport and Aircraft Operations Area (AOA) access.
- 21. Airport Security. Permittee and the Permittee Group shall comply at its own expense with all applicable security requirements, including, but not limited to, those of Signature, Federal Aviation Regulations (FAR*) and the TSA, any Airport Security Program, all as amended from time to time. Permittee shall take all action necessary or as directed by Authority to ensure that members of the Permittee Group, comply with such requirements. If Signature or the Authority incur any times as a result of the acts or onissions of the Permittee agrees to pay all such fines and penalties in accordance with its indemnification obligation set forth herein and to cure any security deficiency immediately. Signature and the Authority reserve the right to take whatever action necessary to cure any security deficiency if Permittee falls to remedy the security deficiency promptly and to be reimbursed any and all costs and expenses associated with such action,

Permittee Initials MA Signature initials:

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

Minimum instrance dollar limits required or Pennices.

1. Alreraft Hull and Liability

(1) Alreraft hull: All risk alreraft hull: Insurance for 100% of total alreraft cost insuring against loss to alreraft or other property

(2) Alreraft hull: All risk alreraft hull: Insurance (ground/light) with a minimum combined single limit at least equal to the requisite commercial general liability (below) covering bodily injury (including passengers) and property damage

• Alteraft hull and liability coverage shall be conditionally welved if this Permit does not include the storage of an aircraft. This conditional walver shall be automatically revoked and Permities shell obtain the requisite coverage if this Permit is later amended to add aircraft storage space.

(1)

port Premises

Commercial General

(a) Office Space only: Combined single limit \$1,000,000 per occurrence
(b) Turbo Jet Aircraft: Combined single limit \$3,000,000 per occurrence*
(c) Turbo Prop Aircraft: Combined single limit \$3,000,000 per occurrence*
(d) Piston/Reciprocating Aircraft: Combined single limit \$3,000,000 per occurrence*

"Aggregate for products and completed operations. The requirement to carry third party products and completed operations liability overage shall be conditionally waived if Permittee does not offer goods or services to third parties. This conditional waiver shall be automatically revoked and Permittee shall obtain the requisite coverage if Permittee subsequently offers goods or services to third parties.

Motor Vehiclis: Combined single limit \$5,000,000 per occurrence
(a) This coverage is conditionally waived if Permittee does not have a motor vehicle that is both (1) registered in its name and (2) driven on Signature's ramp. If Permittee subsequently registers a vehicle in its name and uses it to drive on the ramp, the waiver shall be automatically revoked and Permittee shall obtain the requisite coverage.

[Environmental / pollution: Combined Single Limit \$1,000,000 per occurrence
(a) This coverage shall be conditionally waived if this Permit does not include the maintenance of aircraft. This conditional waiver shall be

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

III. Properly

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

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

penestion & Employer's Liability

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

**Employer's liability: \$500,000 each accurrence for bodily injury by accident

**\$500,000 each occurrence for bodily injury by disease

**\$500,000 each accurrence for bodily injury by disease

iv. Worker's Con

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

Insurers: Special Provisions For Certificates of Insurance: The insurance required to be carried by Permittee pursuant to the terms of this Agreement shall be

b. insurers: Special Provisions For Certificates of insurance: The insurance required to be carried by Permittee pursuant to the terms of this Agreement shall be effected under valid and enforceable policies issued by reputable and independent insurers permitted to do business in the State in which the Space is located, and rated in Best's insurance Gulde, or any successor thereto (or if there be none, an organization having a national reputation) as having a general policyholder raling of "B++" or greater and a financial rating of at least "XIII." All such required liability insurance; except (1) worker's compensation and (2) employer's liability shall name (exactly as set forth in quotations) "Signature Flight Support, LLC, its parent, subsidiaries, related, and affiliated companies and the Authority" as additional insureds. To the extent All Risk Property is required pursuant to Saction 23(a)(ii)(1)(a) above, Signature shall be named as Loss Payee. If the required liability polices do not contain a standard separation of insured provision, they shall be endorsed to provide cross liability coverage. To the extent that such loss, damage or liability is covered by valid and collectible insurance maintained by it, or that pursuant to lists Permit should have been maintained by it, Permittee hereby walves all rights of recovery against Signature Flight Support, LLC, its parent, subsidiary, related, and affiliated companies and the Authority". All required insurance policles shall be evidenced by cartificates of insurance that provide at least thirty (30) days advance written notice of any cancellation or charges adverse to the Interests of Signature or its subsidiaries. Permittee may send insurance certificates to the Signature insurance Department via any of the following methods: (1) by mail to CertFocus, P.O. Box 140528, Kansas City, MO 64114; or (ii) by facsimile 407-792-6480; or (iii) by amail to beausa@certficous.com., and to Realestate@signatureflight.com. Permittee shall ensure that minimum insurance amou

- Permittee shall ensure that minimum insurance amounts stated shall not be lowered without express writton consent of Signature. Higher insurance limits may be required by the Airport, in which case, the Airport's limits shall supersede the limits stated above.
- d. Permittee shall ensure that the certificates of insurance, with respect to the insurance requirements described above, shall state that such coverage is primary and without right of contribution from any insurance carried by Signature and that the fiability assumed by Permittee under this Agreement has been specifically insured under the policies above, but such insurance in no way limits Permittee's liability hereunder.
- PERMITTEE ACKNOWLEDGES THAT ITS POTENTIAL LIABILITY IS NOT LIMITED TO THE AMOUNT OF ANY LIABILITY INSURANCE COVERAGE OR TO INSURANCE POLICY LIMITS REQUIRED IN THIS PERMIT. FURTHER, PERMITTEE SHALL BE SOLELY RESPONSIBLE FOR INSURING ITS PERSONAL PROPERTY OR OTHER CONTENTS WITHIN OR ABOUT THE SPACE.

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

Indemnification.

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

Permittee Initials:MA Signature Initials:

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acts or omissions of the Permittee Group. Such indemnification is subject to and limited by Paragraph 22 Limitation of Liability.

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

Environmental Removal and Disposal.

- 25. Environmental Removal and Disposal.

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

 b. Environmental Audits. Permittee acknowledges that Signature may enter the Space from time to time to conduct environmental audits, if such environmental audits are result of Permittee's use of the Space, Signature shall serve written notice to Permittee to correct the conditions within seven (7) days. Permittee shall act diligently to remove any and all such conteminants and to take all such prompt action necessary to satisfy Signature any authorities having jurisdiction over the Space that proper remediation has occurred as described above. If Permittee's a
- correct the conditions and shall be entitled to reimbursement for any and all costs directly or indirectly associated with such corrective action,
- C. Indemnification by Permittee, Permittee shall indemnify, defend, and brever hold harmless-the Signature Group from and against all environmental claims, liabilities, damages, lines, penalties, losses or impelments, including, but not limited to, any penalty or fine imposed by any governmental agency and the expense of cleaning up or disposing of any Regulated Substances, as well as any and all reasonable altorneys' fees (collectively, "Environmental Damages") resulting from the use and occupancy or any negligent act or omission of the Permittee Group. Permittee shall not be responsible for any type of Environmental Damages or any environmental conditions that existed before the Effective Date of the first space permit entered into between the parties (or their predecessors), except to the extent the Permittee Group exacerbates any such issue or matter. The indemnities set forth herein Paragraph 25(c) shall survive the termination or expiration of this Permit.
- Environmental Protection Procedures. Permittee shall conduct its operations to meet or exceed requirements set forth in applicable local, state, and federal
- the control of the co
- (iii) Permittee shall cover all trash containers placed or maintained outside the Space.

 26. Compliance With Laws. Each member of the Signature Group and the Permittee Group shall comply with all prevailing and applicable federal, state and local rules, regulations, orders, and laws of all jurisdictions having authority, including, but not limited to the Airport, FAA, TSA, in which the space is located. Permittee represents and warrants to Signature that Permittee is not a party with whom Signature is prohibited from doing business pursuant to the regulations of the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury, including those parties named on OFAC's Specially Designated Nationals and Blocked Persons List. Permittee is currently in compliance with, and shall at all times during the Term remain in compliance with, the regulations of OFAC and any other governmental requirements relating thereto. In the event of any violation of this section, Signature shall be entitled to immediately terminate this Permit and take such other actions as are permitted or required to be taken under law or in equity. PERMITTEE SHALL DEFEND, INDEMNIFIY AND HOLD HARMLESS SIGNATURE FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, RISKS, LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS) INCURRED BY SIGNATURE ARISING FROM OR RELATED TO ANY BREACH OF THE FOREGOING CERTIFICATIONS. These Indemnity obligations shall survive the expiration of this Permit. arlier lemination of this Permit
- 27. <u>Brokers.</u> The Parties acknowledge that no broker was in any way involved consummating this Permit and that no conversations or prior negotiations were had with any broker. The indemnities in Paragraph 24, above, shall be applicable to claims by any broker for a brokerage commission arising out of this Permit.
- 26. Notice. Any notice or demand required under this Permit may be by personal service, courier, recognized overnight delivery service, or United States mail (certified mail/postage prepaid only). Notices served by United States mail are deemed properly delivered effective the third (3rd) business day and personal service, courier service and recognized overnight delivery service are deemed served at the time and date of receipt confirmation provided that such notice is addressed to the Permittee as set forth in the Basic Provisions.

Default; Remedies.

- Default; Remedies.

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

 b. In the event of any Default hereunder. Stonature shall have the noth to
- b. In the event of any Default heraunder, Signature shall have the right to pursue any combination of the following remedies: (i) terminate this Permit; (ii)remove the Aircraft and other personal property from the Space and relocate the Aircraft to any location on the ramp upon termination and without notice and Permittee hereby waives any right or claim Aircraft and other personal property from the Space and relocate the Aircraft to any location on the ramp upon termination and without notice and Permittee hereby walves any right or claim to recover damages from Signature relating to such towing, removel, and relocation or storage on the ramp; (iii) declare all Aggregate Rent and other amounts payable hereunder for the balance of the Term to be immediately due and payable; (iv) perform any of Permittee's obligations and Permittee shall relimburse Signature for any and all costs and expenses incurred, including attorneys' fees, plus an administrative fee equal to ten percent (10%) of such costs, with a minimum of \$100,00; (v) Signature may enter the Space and proceed to sell, in a costs and expenses incurred or chargeable to Signature as a result of such sale; (vi) Signature may, at Signature's sole option, alter or repair the Space as necessary in order to relet the entire or any part or parts of it either in Signature's name or otherwise on terms at Signature's option which may be less than or greater than the balance of Permittee's Term. No re-entry, alteration, repair or reletting shall be construed as Signature's election to terminate this Permit unless Signature has indicated otherwise. Permittee's and Permittee's successors and assigns hereby irrevocably constitutes and appoints Signature as its agent to collect the rents due and to become due under any of Permittee's obligation to pay any unpeid balance of Aggregate Rent due or to become due hereunder, in addition to the foregoing, Signature is entitled to all rights and remedies available to it at law or equity.
- If alther Party institutes an action to enforce its rights under this Permit, the prevailing Party shall be reimbursed by the other Party for its reasonable attorneys fees In addition to any other recoverable damages.
- d. If Signature shall fall to perform or observe any covenant or requirement of this Permit, and such failure continues for a period of thirty (30) days following receipt of written notice from Permittee of such fallure (provided that such time period shall be reasonably extended for so long as Signature diligently prosecutes such cure), Permittee shall have the right to terminate this Permit by written notice to Signature.

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Permittee Initials MA Signature Initials:

- e. Permittee agrees that any amounts outstanding beyond any grace or cure period set forth in this Permit shall bear interest at the rate of one and one-half percent (1.5%) per month of the delinquent amount, but in no event shall the foregoing exceed the maximum amount allowable by applicable law.
- Independent Contractor. The relationship between the Parties shall be that of Independent contractors for all purposes and in no event shall persons employed or retained by either Party be employees or agents of the other.
- 31. Force Majeure. Except for the payment of Aggregate Rent and any other sums due hereunder by Permittee, neither Party shall be liable for its failure to perform under this Permit or for any loss, injury, demage or delay of any nature that is caused by any act of God, act of terrorism, act of nature, fire, flood, wind storm, strike, labor dispute, riot, insurrection, war or any other cause beyond either Party's control, providing, however, should the force majeure continue for more than sixty (60) days, either Party may terminate this Permit upon ten (10) days' written notice.
- Governing Law. This Permit shall be construed, interpreted, and enforced in accordance with the laws of the state in which the Space is located
- WAIVER OF JURY TRIAL, THE PARTIES HEREBY WAIVE THEIR RIGHT TO TRIAL BY JURY, 33.
- 34. Assignment and Subjetting. Permittee shall have no right to assign, transfer, mortgage, pledge, hypothecate or encumber this Permit or any interest herein or sublet the Space or any part thereof, or permit the use of the Space by any other party without Signature's prior written consent which may be withheld in its sole discretion. Signature's written consent to such a transaction shall not be deemed a release of Permittee from the obligations of this Permit, unless otherwise stated in writing by Signature. Any such contemplated assignment or subletting may further be subject to advance, written approval by the Authority. The use of the Space by any aircraft other than the Aircraft defined above shall be subject to Signature's prior written approval, which may be withheld in its sole discretion. Any such transactions in violation of the foregoing requirement shall be considered null and void and shall constitute an immediate Default, for which no cure period is available; provided however that the obligations of Permittee hereunder shall remain in full force and effect, including but not limited to the insurance, waiver and indemnification provisions, notwithstanding such a transaction or change of aircraft.

 Signature's prior written approval.
- 35. Fuel Purchases. Unless Permittee occupies Office or Shop Space only, Permittee agrees to purchase reasonable and substantial quantities of fuel from Signature in connaction with the operation of the Aircraft based or otherwise operated from the Space in exchange for Signature furnishing Permittee the use of Signature's general aviation ferminal facilities and amenities, as well as furnishing other basic and customary Ancillary Services related to the Aircraft based or operated from the Space. Such fuel purchases constitute an integral part of the basis of bargain and material consideration for Signature to enter into this Permit at the rental rates set forth herein.
- 36. Aircraft Towing. Signature shall have the primary responsibility to tow Aircraft at the Airport as one of the Ancillery Services offered by Signature. The Permittee Group agrees not to undertake the towing/repositioning of the Aircraft, except in the event of an emergency. "Emergency" is defined as an unanticipated and sudden event in which the safety, security or integrity of an Aircraft or a person, or their property, is in imminent peril or jeopardy. Permittee shall indemnify, defend and hold framiless the Signature Group from and against any and all damages resulting from towing by Permittee.

 37. Time of Essence. Time is of the essence in this Permit
- Time of Essence. Time is of the essence in this Permit.
- 38. Amendment. No amendment, modification or atteration of the terms of this Permit shall be binding unless it is in writing and executed by both Parties.
- 39. Entire Agreement. All Exhibits altached hereto are fully incorporated into the terms and conditions of this Permit. This Permit constitutes the entire agreement and all prior correspondence, memoranda, riegotiations, or understandings (written or oral) and are merged into and superseded by this Permit; excepting the Partiest joint and several obligations under the Master Lease. This Permit shall be interpreted simply according to the plain meaning of its terms and not siricity for or against with Party regardless of which Party drafted it.
- 40. Severability. If any authority with proper jurisdiction determines that any provision is illegal, unenforceable, or invalid in whole or in part for any reason, all valid and enforceable provisions remain unaffected.
 41. Applications
- 41. Applicability. The provisions of Paragraph 22 and Paragraph 24 shall bind Permiltee and Signature with respect claims, losses, and damages arising with respect to the Space and all additional services performed by Signature with respect to the Permiltee Group and its property (including the Aircraft) throughout the Base and at any other fixed base operation owned, operated, managed or controlled by Signature.
- Election of Remedies. The Parties' rights and remedies are cumulative and in addition to all other rights and remedies at law and equity. No action initiated by either Party shall be construed or interpreted as a sole election of remedies and will in no way diminish, restrict, prejudice or otherwise waive any other rights or remedies.
- 43. <u>Authority Consent Required.</u> Permittee acknowledges that, pursuant to the provisions of the Master Lease, Signeture may be required to obtain Authority's willten consent to this Permit, and accordingly, if applicable, the obligations, understandings and commitments of the Parties as set forth herein are expressly subject to obtaining such Authority consent.
- 44. Estoppel Certificates. Permittee shall, within fifteen (15) days after any written request from Signature, execute, acknowledge and deliver a statement certifying certain facts regarding this Permit, including but not limited to confirming the effectiveness of this Permit and the status of any defaults thereunder and/or such other matters as Signature may reasonably request. Any such statement may be relied upon by or as may be requested by Signature, its lenders, insurance carriers, auditors, and prospective purchasers. If Permittee shall fall to execute and return such statement within the time required herein, Permittee shall be deemed to have agreed with the matters set forth therein.
- A5. Relocation. Notwithstanding any provision of this Permit to the contrary, Signature shall have the right to temporarily relocate the Aircraft to reasonably similar space at the Base without prior notice to Permittee. Signature shall have the option to permanently relocate the Space upon thirty (30) days' prior written notice to Permittee and at Signature's sole cost and expense. In the event Permittee objects to such permanent relocation, Permittee may elect to terminate this Permit by written notice delivered to Signature within filteen (15) days of receipt of the foregoing notice from Signature with such termination effective upon the thirtieth (30°) day following said notice from Signature. In addition to the foregoing, Signature shall have the right, but not the obligation, to relocate any Aircraft which is not already from the Space to another portion of the Base in Signature's sole discretion.
- Non-Walver. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a welver in respect of any failure, breach or default not expressly identified by such written walver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Permit shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- No Waste. Permittee shall not commit any waste upon the Space, or any nulsance of act which may disturb the quiet enjoyment of any other tenant of the Base,
- 48. Inclement Weather. In the event of any inclement weather (each event, a "Storm") Permittee hereby requests that Signature continue to store the Aircraft in the Hangar Space during the period that the Storm may strike or adversely affect the Hangar Space. In consideration of such storage, and notwithstanding any other agreement, lease or license, whether verbal or in writing, to the contrary, Permittee confirms that Permittee assumes all risk that the Aircraft may be damaged or destroyed by the effects of the Storm while in storage in the Hangar Space. Signature makes no warranties or representations of any kind that the Aircraft can be protected from the effects of the Storm. Permittee agrees to Indemnify, hold harmless, release and defend Signature and the Signature Group from any and all Damages arising out of any effects of a Storm. Permittee shall be solely responsible for any such losses or it will lock solely to its insurance coverage. Permittee waives all rights of subrogation for itself and its insurance carriers.
- 49. Compliance With Signature Policies. Permittee acknowledges that Signature actives.

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 49. Compliance With Signature Policies. Permittee acknowledges that Signature active active

Remainder of page intentionally left blank.

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Permittee Initials Signature Initials:

Exhibit A Third Party Vendor Release ("Release")

	A Action Release ("Kelease.)
SIGNATURE FLIGHT SUPPORT LLC, a Delaware corporation, ("Airport"), by its execution her imporary basis, consistent with the terms and conditions hereinafter Vendor, The name, address, and telephone number of the Address Email:	Vendor are as follows:
rprioriteEmail;email;email;email;email;email;email;email;	
Services To Be Performed. Vendor shall enter Signature's militiee, tenant, Aircraft owner, pilot or other designated representation ignated for such Service by local Signature management. Vendor of rate aircraft or use Signature's leasehold, including, but not limited to	Premises for the sole purpose of performing Service at the request of Signature or its customer ve. Vendor shall be authorized only to perform the Service noted above and only in the arears expressly agrees that at no time shall its activities infringe upon the or its customers' ability to to, ingress and egress from the FBO, offices, shops, ramps or parking lots. Lere to the prevailing and applicable rules of the Airport, Faderal Aviation Administration ("FAA")
foyees and Signature's parent, subsidiary, related and affiliated com dgments, of any kind whatsoever (including those arising from thir ared by, or charged to, Signature by reason of any loss of or damag	nd hold harmless Signature and the Airport, their respective officers, directors, eigents and panies from and against any and all liabilities, damages, injuries, losses, claims, fines, penaties of panies), including all costs, attorneys' fees, and expenses incidental thereto, which may be ge to any property or injury to or death of any person arising out of or by reason of any breach, lants, contractors, subcontractors, licensees or employees of any covenant or condition of this
Insurance. Before commencing Services, Vendor shall evid	lence the following types and amounts of insurance:
i. Liability - Airport Premises	AZ A KITA NOMEWAK WAK
(2) Motor vehicle Co (a) This coverage is conditiona (2) driven on Signature's rai	embined single limit \$5,000,000 per occurrence, products and completed operations imbined single limit \$5,000,000 per occurrence illy waived if Vendor does not have a motor vehicle that is both (1) registered in its name and mp. If Vendor subsequently registers a vehicle in its name and drives on the ramp, the waiver red and Vendor shall obtain the requisite coverage.
(3) <u>Environmental / pollution</u> Co (a) This coverage shall be cond waiver shall be automaticall add aircraft maintenance or	mbined Single Limit \$5,000,000 per occurrence. ditionally waived if this Release does not include the maintenance of aircraft. This conditional by revoked and Vendor shall obtain the requisite coverage if this Release is later amended to if Vendor commences, without amendment, performance of aircraft maintenance in the Space
(2) <u>Employer's liability</u> \$50 \$50	e greater of \$500,000 or as required by statute 30,000 each occurrence for bodily injury by accident 30,000 each occurrence for bodily injury by disease 30,000 aggregate policy limit
oyer's liability shall name (exactly as set forth in quotations) *Signarity" as additional insureds. If the required liability polices do not one of experience and insured insurance policies, except (1) motor vehicle or of *Signature Flight Support LLC, its parent, subsidiary, related, a difficult of insurance that provide at least thirty (30) days advance diaries. Minimum insurance amounts stated shall not be lowered with which case, the Airport's limits shall supersede the limits stated.	.TY IS NOT LIMITED TO THE AMOUNT OF ANY LIABILITY INSURANCE
Signature Flight Support LLC	Vendor:
8y;	Вус
Name:	Name:
Title:	Title:
Title:	Title:

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Permittee Initials. __ Signature Initials:

Space Permit REV 02-27-2020

CONSENT TO SUBLEASE

PALM BEACH COUNTY, a political subdivision of the State of Florida, the "COUNTY", by and through its Department of Airports, under that certain Lease Agreement for Fixed Based Operator with Signature Flight Support, LLC f/k/a Signature Flight Support Corporation (the "LESSEE"), dated September 30, 2004 (R-2004-1990), as amended (the "Lease Agreement"), hereby consents to LESSEE entering into a Sublease Agreement dated April 1, 2020, (the "Sublease") with Private Consulting Partners, (the "SUBLESSEE") for the sublease of certain premises contained within the leasehold of LESSEE under the Lease Agreement.

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

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

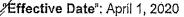
By: ///// Director of

Approved as to Form and Legal Sufficiency:

y; When Allfan

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

SPACE PERMIT



"Signature": Signature Flight Support, LLC, a Delaware corporation

"Permittee": Private Consulting Partners

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

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

Building Name	Space Type (Hangar/T-Hangar) (Office/Shop/Ramp)	Rentable Square Feet	Suite Number	Monthly Base Rent
Hangar	Hangar	1984		1325.00
	· · · · · · · · · · · · · · · · · · ·		,	
Additional Mor	nthly "Facility Charge"			
Additional Monthly "CAM Charge" 1				104.00
Landing Fee N70LH				15.91
TOTAL MONTHLY BASE RENT				1422.91

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

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

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

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

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

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

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

Aircraft Make	Aircraft Model	Tail Number	Serial Number
(1) Cessna	525	N70LH	525-0811
(2)			
(3)			
(4)			
(5)			
(6)			

"Term": This Space Permit ("Permit") shall be for an initial term, commencing upon the earlier of the Effective Date ("Effective Date") or the date on which Permittee actually took occupancy of the Space and expiring March 31, 2021 ("Term").

"Security Deposit": \$ 2500.00 (on file)

Permittee initials:

DENCO

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Space Permit REV 01-16-2020

Addresses for Notices:

If to Signature: Signature Flight Support, LLC Aftention: General Counsel 13485 Veterans Way, Suite 600 Orlando, Florida 32827 Facsimile: (407) 648-7352

With a copy to: Signature Flight Support, LLC Attention: Manager, Contracts 13485 Veterans Way, Suite 600 Orlando, Florida 32827 Facsimile: (407) 648-7352

And
Signature Flight Support, LLC
Attention: General Manager
1500 Perimeter Road
West Palm Beach, FL 33406
If to Permittee:
Private Consulting Partners
P.O. Box 418
Boynton Beach, FL 33425
Attention: Behn Wilson
Work 561-289-7591
Email behavilyona agains.com

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

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

Signature Flight Support, LLC

By:

Printed Name:

Printed N

Space Permit REV 01-16-2020

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Permittee Initials:

SPACE PERMIT GENERAL TERMS AND CONDITIONS

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

 2. Term. This Permit shall be for Term as defined above. Permittee shall vacate the Space upon the expiration or earlier termination of this Permit. Permittee shall refund a state of the Space, and Indemnity Signature egainst, all damages, costs, liabilities and expenses, finally altoineys' less, which Signature shall incur on account of Permittee's delay in so vacating the Space. If Permittee shall not vacate the Space upon the expiration of earlier termination of this Permit the Base Rent shall be increased to 200% of the Base Rent then in vacate the Space, including, without limitation, Signature's right to represent the Space, including, without limitation, Signature's right to repossess the Space, including, without limitation, Signature's right to repossess the Space, including, without limitation, Signature's right to repossess the Space, including but not limited to its valvers, and obligations are coverants arising pursuant to this permit and Permittee's obligations and coverants arising pursuant to this permit, including but not limited to its valvers, and obligations to reimburse and indemnity Signature as provided in the preceding sentence or as otherwise set forth in this Permit.
- Alternit. The Hannar Space and/or Ramp Space, as applicable, shall be used and occupied by Permittee for the storage of only the Alternit.
- Rent.

Space Permit REV 01-16-2020

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

 b. Annual Base Rent Adjustment. On the lifst enniversary of the Effective Date and continuing each anniversary thereafter (each an "Adjustment Data"), the theocurrent Base Rent shall be increased by three percent (3%).

 c. Supplemental and Aggregate Rent. In addition to the Base Rent, Permittee shall pay to Signature, on a monthly basis, except for real estate taxes which shall be paid on an annual basis, along with such Base Rent, any and all additional sums other than Base Rent due and owing to Signature as a result of Permittee's lenancy, including but not infilled to the Facility Charge, CAM Charge, and those amounts referenced in Section 4(d) below ("Supplemental Rent"). Base Rent and Supplemental Rent are hereinatter referred to collectively as "Accremate Rent". ollectively as "Aggregate Rent"
- d. Airport Concession Fees and Charges; and Taxes. Permittee agrees to pay Airport concession fees, charges, and/or taxes, which shall be essessed at the rate applicable at the time of each monthly Base Rent payment and subject to charge at the Airport's (or Authority's) discretion, as well as all applicable and then prevailing side and federal taxes relating to Permittee's use and/or the terms and conditions of this Permit, including but not limited to ad valorem and real estate taxes.
- exery kind paid or incurred by Signature for the operation, upkeep, maintenance, repair or renewal of the Space and Common Area Maintenance. (CAM) Charge: Permittee shall pay to Signature monthly, as Additional Rent, the Permittee's proportionate share of expenses of every kind paid or incurred by Signature for the operation, upkeep, maintenance, repair or renewal of the Space and Common Use Areas. The CAM Charge shall include, but is not limited to, maintenance and and scarling and property in surpression system maintenance and cartification, security and access controls/phones, tublifies, and property insurance. Notwithslanding the foregoing, the CAM Charge shall exclude the following; (1) Master Leave tent; (2) capital improvements; (3) mortgage payments; (4) depreciation; (5) leasing commissions; altomays' fees, space planning costs; (6) any amounts paid to affiliates of Signature to the extent such amounts exceed amounts that would have reasonably been paid to unrelated third parties for similar samilags; (7) any of Signatures' overhead and general administration expenses; (8) advertising and promotional expenditures; (9) penalties, leas or interest incurred as a result of Signature's to make a payment when due. The CAM Charge shall be adjusted annually.

 In the Exp. Annual ment and delivered within annual 20 reliables done (All Souther the state that the annual to the arms and a fill the count of the state than a the first than a thirt than a the first than a the first than a the first than a thirt than a the first than a the first than a the first than a thirt than a th
- tailure to make a payment when doe. The CAM Charge shall be adjusted annually.

 1. Late Fee. Any payment not delivered wild'n soven (7) calendar days following the date due shall be subject to a late fee equal to the greater of: (1) \$100; or (6) ten percent (10%) of the amount due, but in no event higher than the maximum rate allowable by law. Any late fee so imposed shall be deemed Supplemental Rent.

 5. Security Deposit. Permittee shall deposit the sum of two (2) months' estimated Base Rent ("Security") with Signature as security for the faithful performance by Permittee of its obligations under this Permit. Signature may apply any portion of the Security egeinst any indebtedness which is not paid when due. If Signature pays Permittee's indebtedness from such Becurity or if Permittee's Base Rent increases, Permittee shall deposit an amount to replenish the Security to the sum of two (2) months' estimated Base Rent vititin (en (10) business days of Signature's written demand. Payment of any indebtedness from such Security does not waive Signature's right to any other remedy provided by this Permit or by law, Signature shall return any unused portion of the Security, without Interest, upon Permittee's performance in full of its obligations under this Permit at the end of the Term
- Authority. Permittee represents that it is fully authorized to enter into this Permit on behalf of the Permittee and any owner(s) of the Aroust and to bind the Permittee and the refs) to the terms and conditions set forth in this Permit.
- 7. Storage. Permittee shall prohibit the storage, meintenance (including washing), or operation of any motor vehicle, recreational vehicle, or boat in the Space. Permittee covenants and egrees that at no time during the Term with Permittee, together with its agents, employees, contractors, subcontractors, invitees, officers, directors, servants or vehicles, footbackly, hereinafter referred to as ("Permittee Group"), be permitted to store, maintain or operate any motor vehicle, recreational vehicle, or any vehicle considered to be personal reconstitutions. operly in, around, or upon the Space.
- groperly in, around, or upon the Space.

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

 9. Security of Personal Property. Permittee is at all times responsible for securing and locking the Alercati, including but not limited to properly allecting the Alercatic overall security. Signature's performance of any Anolling Services or providing ropes, chains, or checks does not constitute Signature's acceptance of responsibility for the Alercatic overall security. Signature is that not be responsible for the storage or security of the Alercatic overall security. Signature is that not be responsible for the storage or security of remittee's personal property, in a country or alloy measures empossible to the protection of Signature's own interests; that Signature is not a guaranter or the security or safety of Permittee, its employees, guests, contractors or licensees, or of its property; and that such security and safety matters are the responsibility of Permittee and the local law enforcement authorities.
- 3. Utilities. For purposes of this Permit, "Utilities" shall mean heating, cooling, electricity and water. If Permities requires utilities other than those or in quantities greater than ose available at the Effective Date, Permities is solely responsible to anarige for them, coordinate their installation with Signature's requirements, and pay for such costs, including any
- 11. Master Lease: Alteration of Provalling Land Rents by Authority. The Master Lease and all amendments thereto, prior to end subsequent to the Effective Date, are incorporated herein, and are available for Permittee's inspection and review. The terms and conditions of this Permit shall be subject and subordinate in all respects to the Master Lease, as amended from time to time, and any provision of such Master Lease required to the addressed herein, aball be deemed incorporated herein. Signature reserves the right to increase Permittee's then-prevailing monthly Bear Rent and/or Supplemental Rent by a corresponding amount of any increase imposed by the Authority or any other authority herbing paddictions, ordinances, orders, decrees, or any law resulting in an increase in the prevailing and ranks or concession fees, etc. applicable to Signature, including but not limited to alteration or adjustment of ranks pursuent to the Master Lease. Signature shall provide Permittee a minimum of ten (10) business days' written notice from Signature of any increase efforcable pursuant to this Paragraph 11; provided however that failure to deliver such notice shall not be deemed a waiver of Standard and Signature of any increase efforcable pursuant to this Paragraph 11; provided however that failure to deliver such notice shall not be deemed a waiver of Blanature's right to such payment.
- Signature's right to such payment.

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

 13. Signature Anciliary Services. It is acknowledged by the Parties thet other services not desorbed in this Permit may be requested by Permittee for the Airoraft (or on behalf of the Airoraft waterforeation) to be particularly Signature. Such annullarly services may include, but are not limited to, the safe of stroiff parts and components, temporary having a such Annullarly Services of stroiff maintenance and avionics, fueling, deficing and interioriexterior cleaning (collectively, "Ancillary Services"). Signature agrees to furnish and/or particular, such Annullary Services of the Permittee at Signature's provailing and locally-established rates or as otherwise negotiated between Signature local management and Permittee.

Permittee Initials: Signature Inilials:

Such requests may be made by Pormillee verbally or in writing, it such Ancillary Services are provided, Permittee agrees to pay Signeture for all such work, which shall be subject to all of the terms and conditions of this Permit. Any sums due and crying to Signature as a result of its provision of Anolliary Services shall be Supplemental Rent unless paid for at the time of

- 14. Prohibited Uses. Parmillee shall not use the Space for any use which is not expressly allowed by the Masier Lease or any applicable rule or regulations, and further, Permillee shall not allow the use of the Space for the operation of a fixed base operation or any business substantially similar to any portion of Signature's authorized garrieral or commercial aviation operations at the Airport. Permittee expressly warrants and represents without limited on that it shall not at any time during the term of this Permit undertake for itself or cause to be undertaken through others, including, but not limited to its employees, agents, subcontractors, or invitees, any services permitted to Signature under the Master Lease, including, but not limited to the following:
 - a, instaltation of any fuel storage and dispensing facilities (including mobile delivery of fuel);
 - b. Receipt and storage of any fuel product, including, but not limited to, aviation and motor fuels;
 - Into-plane or into-truck delivery of any aviation or motor fuels; c,
 - d. Rotoccraft or alteraft sales or rentals (Permittee demonstration Illahis excluded);
 - Flight freining (Permittee in-house Illaht training excluded): e.
 - Rotorcraft or alterall radio and instrument sales and service (avionics);
 - g. h. Specialized referenalt or alterell repair service for a third party;
 - Air transport of mall or pargo for tiles:
 - Hangaring or servicing of allocalt for a third party, including without limitation that of a transfert or non-based tenent, subtenent, sub-permittee, guest, or invitee of the Pormittee;
 - j. k, Deloing of alreralt;
 - Temporary parking, including eventight parking, of strendt, other than the Alicraft;
 - Maintenance/ avionice services for a third party; I.
 - Wash alreall:
 - Other activity adverse or disruptive to Signature or Airport interests as may be determined by Signature in its sole but reasonable judgment. n.
- Third Party Vendors, Any libid party seeking access to any part of the Space and/or the Base to perform any commercial activity ("Third Party Vendor") may enter Signature's including the Space) only after the Third Party Vendor has:

 Executed the Vendor Release, an exemplar of which is attached as Exhibit A; tessehold (Including line

 - Provided Signature with a Certificate of Insurance for the requisite insurance coverage; and,

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

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

- 16. Tormination of Master Lease. If the Master Lease is terminated or abated, such termination or ebatement shall cancel or abate this Parmit and Permittee shall look to Signature's successor-in-interest or to the Authority for relief or continuance of its rights as established in this Permit. Permittee shall repair any damage to the Space as a result of such removal.
- pastonial properly and butter properly from the Space-beamed to be represented to the represented to be represented to the property to the represented to the representation to the representati
- Acceptance: Maintenance: Surrender.
- a. Permittles accepts the Space in its "as is" condition on the Effective Date of this Permit and Signature shall have no liability or obligation to make any attentions or improvements of any kind on or about any portion of the Space. Permittee shall not alter the Space in any festion without the prior written consent of Signature, which may be withheld in Signature's sole discretion. Upon the expiration or termination of this Permit, all fixtures installed or additions and improvements made to the Space, specifically excluding furniture and organisms and upprovious. Open the expression of remembers of the permitted and the property of Specialists made to the Space, specially excurring trimitine and permitted in the space of the permitted in the sole discretion of payment to the permitted in the permitted in the sole cost and expense, restore the space to the condition that existed immediately prior to the occupancy of the space (normal wear and tear excepted) and repair any demage resulting from the removal of the adultions and improvements.
- b. Subject to seel on 4.e. herein, Signature is responsible for coordinating all necessary maintenance and routing repair to the Space, specifically excluding any Permittee requested improvements to the space as set foith in Section 18.e. herein. Permittee shall be responsible for all maintenance and repair costs sitising from the acts or omissions of the Permittee Strotte. Permittee shall be responsible for keeping the Space clean and orderly, including the removal of trash and debits from the Space and for complying with applicable rules and regulations for the operation of equipment and Permittee's business within the Space. The cost of janiturial services to the Space shall be the responsibility of Permittee shall have the exclusive right to engage a janitorial service provider of its choice.

 C. Permittee shall not perform or conduct any operation that in any way adversely impacts the structural integrity of any period of the Space or which accelerates its continuous determinance.
- ordinary deterioration.
- Upon the expiration, or earlier fermination, of the Term, Permittee shall immediately remove its personal property and surrender the Space to Signature in good d.
- repair and broom clean condition, ordinary wear and lear excepted.

 e. Signature and the Authority may enter the Space at all reasonable times for the purpose of routine inspections of the Space, or any other purpose reasonably necessary to protect Signature's or Authority's Interest in the Space or to perform Signature's or Authority's duties under this Parmit.
- 19. <u>Signage.</u> Permittee shall not place or permit to be placed in or on the Space any signs or insignles without Signature's and, if applicable, the Airport's written consent, in the sole discretion of such parties.
- 20. Non-Exclusive Easements. Signature grants to Pornities a non-exclusive easement to transition Permittee's Alcreft, if applicable, to end from the Hanger Deck Space or other algorial storage space controlled by Signature to an Alport taxiway and to provide ingress and egress to and from the Space for authorized vehicles, including, all vehicles and other aguingment required by Permittee's employees, vendors, contractors and authorized subcontractors. All vehicles and vehicle operators shall fully comply with Signature's and the Authority's rules and regulations regarding Airport and Aircraft Operations Area (AOA) access.
- titles and regulations regulating amplitude and the Permillee Group shall comply elias own expense with all applicable security requirements, including, but not limited to, those of Signature, Pederal Aviation Regulations ("FAR") and the TSA, any Airport Security Program, all as amended from time to time, Permillee shall take all action necessary or as directed by Authority in ensure that members of the Permillee Group comply with such requirements. If Signature or the Authority incur any floss as a result of the acts or omissions of the Permillee and/or the Permillee Group, Permillee agrees to pay all such fines and penalties in accordance with its indemnification obligation set forth herein and to cure any security deficiency immediately, Signature and the Authority reserve the right to take whatever action, necessary to cure any security deficiency if Permillee fails to remedy the security deficiency promptly and to be reimbursed any and all coals and expenses associated with such action,

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Permillee initials: Lyd Signature Initials:

- 22. <u>Limitation of Liability.</u> The parties hereby agree that under no circumstances shall either party be liable to the other for indirect, incidental, consequential, special or exemplary damages, whether in contract or tort (including strict liability and negligence), buch as, but not limited to, loss of revenue, diminution or loss of value, loss of use, loss of anticipated profits or the cost associated with substitute or replacement aircraft.
- insurance.
 - a. Minimum insurance dollar limits required of Pormitton;

Minimum insurance doller limits required of Permittee;

I. Afferaft Holl and Liability

(1) Afferaft holl: All risk shoralf holl: insurance for 100% of total aircraft cost insuring against loss to alreraft or other property

(2) Afreaft liability: Afreadt liability insurance (ground/light) with a minimum combined single limit at least equal to the requisite commercial general liability (below) covering bodily injury (including passengers) and property demage

• Afreaft holl and liability coverage shall be conditionally waived if this Permit does not include the storage of an afreaft. This conditional waiver shall be automatically revoked and Permittee shall obtain the requisite coverage if this Permitte later amended to add africall storage space,

* 1 testitity - Afront Premises

Alterali hull and liability coverage shall be concuronally valved if this Permit is later amended to add alteral storage space,

ii. Liability - Airport Premises

(i) Commercial General

(ii) Commercial General

(iii) Commercial General

(iv) Turbo Per Alterali; Combined single limit \$1,000,000 per occurrence

(iv) Turbo Prep Alterali; Combined single limit \$5,000,000 per occurrence

(iv) Turbo Prep Alterali; Combined single limit \$3,000,000 per occurrence

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(iv) Pirit Bernille Single Vigoni Bernille Single Limit \$5,000,000 per occurrence

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III. Property

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

The amployer's Liability

Worker's compensation. The greater of \$500,000 or as required by statute

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

\$500,000 each occurrence for todily injury by disease

ly, Worker's Co

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

b. Insurers: Special Provisions For Contitionate shall obtain the requisite owerage if Permittee subsequently hires employees.

b. Insurers: Special Provisions For Contitionate shall obtain the requisite owerage if Permittee subsequently hires employees.

b. Insurers: Special Provisions For Contitionate shall obtain the requisite to be carried by Permittee pursuant to the terms of this Agreement shall be effected under veilid and enforceable policies issued by reputable and independent insurers parmitted to do business in the State in which the Space is located, and rated in Best's Insurance (Sudde, or any successor thereto (or if there by none, an organization having a national reputation) as having a general policyholder rating of 38-47 or greater anti-st hierarchical insurance insurance policies in the State in which the Space is located, and rated in Best's Insurance (Sudde, or any successor thereto (or if there by none, an organization having a national reputation) as having a general policyholder rating of 38-47 or greater anti-st hierarchical final insurance (Sudde, or any successor thereto (or if there by none, an organization having a national reputation) as having a general policyholder rating of 38-47 or greater anti-st hierarchical final fina

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

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

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

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

indemnification.

ŧ.

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

b. Signature's indemnification. Signature shall be liable for the acts or omissions of Signature and its respective officers, directors, and amployees without finitiation and further agrees to Indemnify, defend, and forever hold inarriless the Permillee Group from and against any and all Damages incurred by the Permillee Group and arising from any negligent or willful acts or omissions of Signature and its respective officers, and employees; provided, however, that this indemnity does not apply to Damages caused by the

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Permilies initials: RV

acis or omissions of the Permillea Group, Such Indemnilication is subject to and limited by Peregraph 22 Limitation of Liability.

Exclusion and Duration. These provisions expressly exclude all Environmental Damages as set torth in Paragraph 25, below. The indemittications satisfy the light part of the Permit and (2) shall not be construed to negate or shridge any other indemnity obligation that would exist at common law or pursuant to this Permit, and (3) shall not be limited by any provision of insurance; and (4) shall apply to the acts or omissions of Permittee Group occurring on or about the Space or otherwise within the network of tixed base operations owned, operated, controlled or managed by Stynature.

Environmental Removal and Disposel.

- 2. Compliance with Environmental Regulation. Permittee is solely responsible for the proper removal and disposel of all hezardous substances, hazerdous weeles and petroleum products as defined and regulated under applicable local, state, or federal law (collectively, "Regulated Substances") that Permittee Group, generates or otherwise brings, or causes to be brought onto the space or Airport. Such removal and disposal shall include, but not be limited to, proper decumentation of such Regulated Substances under its assigned Environmental Protection Agency ("EPA") Identification Number in Permittee's name. Permittee agrees to provide Signature, upon request, with the required EPA (dentification number and copies of any and all documentation in Permittee's name. Permittee shall comply with any and all applicable local, state and federal lay and any and all Airport requirements in such removal and disposal. Additionally, Permittee is solely responsible for any and all environmental confamination that impacts the Space or any portion of Signature's leasehold premises as a result of the Permittee Group's storage or handling of any Regulated Substances on, in or at the Space.
- b. Environmental Audits. Permittee shades that Signature may entire from time to time to conduct environmental audits. If such environmental audit reveals the presence of contaminants in excess of acceptable levels under applicable taw as a result of Permittee's use of the Space, Signature shall serve willien notice to Permittee to correct the conditions within seven (7) days. Permittee shall act ditionly to remove any and all such contaminants and to take all such prompt action necessary to safety Signature and any authorities having jurisdiction over the Space that proper remediation has occurred as described above. If Permittee fails to act within the seven (7) day period, Signature may act to correct the conditions end shall be entitled to reimbursement for any and all costs directly or indirectly associated with such corrective collen.
- C. Indemnification by Permittee. Permittee shall indemnify, defend, and forever hold harmless the Signature Group from and against all environmental claims, liabilities, demages, lines, penallies, losses or impairments, including, but not limited to, any penalty or fine imposed by any governmental agency and the expense of cleaning up or disposing of any Regulated Substances, as well as any and all reasonable attorneys' fees (collectively, "Environmental Damages") resulting from the use and occupancy or any negligent act or omission of the Permittee Group, Permittee shall not be responsible for any type of Environmental Damages or any environmental conditions that existed before the Effective Date of the first apace permit clinered into between the parties for their predecessors), except to the extent the Permittee Group exacerbates any such lease or matter, the Indemnities set forth herein Paragraph 25(c) shall survive the termination or expiration of this Permit.
- isws and in accordance with safe and proper industry practices in order to prevent environmental excidents. Such practices include but are not limited to the following:

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

 (ii) Permittee shall properly tabel all containers and shall not place or maintain open containers outside of the Space;

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

 28. Compliance With Lave. Each member of the Signature Group and the Permittee Group shall comply with all prevailing and applicable federal, state and local rules, regulations, orders, and laws of all jurisdictions having authority, including, but not limited to the Airport, FAA, TaA, in which the space is located. Permittee represents and warrants to Signature is prohibited from doing business pursuant to the regulations of the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury, including hose parties named on OFAC's Specially Designated Nationals and Ellocked Persons List. Permittee is currently in compliance with, and shall at all times during the Term remain in compliance with, the regulations of OFAC's order governmental requirements retaining thereto. In the event of any violation of this section, Signature shall be entitled to immediately terminate this Permit and take such other actions as are permitted to required to be taken under law or in equity. PERMITTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS SIGNATURE FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, RISKS, LIABILITIES AND EXPENSES (INCLUDING ATTORNEYS) FEES AND COSTS) INCURRED BY SIGNATURE ARISING FROM OR RELATED TO ANY BREACH OF THE FOREGOING CERTIFICATIONS. These indemnity obligations shall survive the expiration or earlier termination of this Permit.
- 27. <u>Brokers.</u> The Parties acknowledge that no broker was in any way involved consummaling this Permit and that no conversations or prior negotiations were had with any broker. The indemnities in Paragraph 24, above, shall be applicable to deline by any broker for a brokerage commission arising out of this Permit.
- 28. Notice. Any notice or demand required under this Permit may be by porsonal service, counter, recognized every service, or United States mall (certified mail/postage prepaid only). Notices served by United States mall are deemed properly delivered effective the third (3rd) business day and personal service, counter service and recognized overnight delivery service are deemed served at the time and date of receipt confirmation provided that such notice is addressed to the Permittee as set forth in the Basic Provisions.

Default Remedies.

- Default: Remedios.

 a. It shall be considered a 'Default' pursuant to this Permit if (i) Permittee shall fall to perform any non-monetary coverant herein, and such default shall done (the 'Grace Period'), payments of Aggregate Rent or any other payment required herein; (ii) Permittee shall fall to perform any non-monetary coverant herein, and such default shall donlinue for a period of thirty (30) days or such period of time as otherwise specified in this Permit after receipt of written notice of the default from the non-defaulting Party, provided, howaver, that it such Default is not reasonably susceptible to cure within such thirty (30) day period, Permittee shall be permitted the reasonable additional time as may be required to pursue, through list best and most diligent efforts, the required corrective action, not to exceed an additional hirty (30) days (this subsection it shall not apply to Permittee's fallure to pay Aggregate Rent or to any Parties fallure to comply with federal, state, local, a rother law, statute, or regulation); (iii) Permittee shall be cased to the bankruptcy Act or any emendment thereto (including a potition for reorganization or an errengment) or under any other debtor protection laws; (v) Permittee assigns, transfers or enterimbers this Permit without Signature's express and advance written authorization; or, (vii) time is a selection of this Permit or the Space or any part thereof, upon execution or by other process of law directed against Permittee, or upon or subject to any creditor's attachment. The Grace Period referenced above with respect to monetary payments shall be revoked without further notice to Permittee in the event Permittee falls more than two (2) times to timely deliver any payment when due (repartless of cure) in any given consecutive twenty 4(2) month period.

 b. In the event of any Default Interestical, Stoneture shall have the right to pursue any combination of the flowing remedies: (t) terminal at this Permitt if the event is the control.
- (regardless of cure) in any given consecutive twalve (12) month period.

 b. In the event of any Default hereunder, Signature shall have the right to pursue any combination of the following remedies: (i) terminate this Permit; (if) remove the Alcraft and other personal property from the Space and relocate the Alcraft for any bocation on the ramp upon termination and without notice and Permittee throby walves any right or fairn to recover damages from Signature retaining to such towing, removal, and relocation or storage on the ramp; (iii) declare all Aggregate Rent and other amounts payable hereunder for the failance of the Term to be immediately due and payable; (iv) perform any of Permittee's obligations and Permittee shall read to the ramp and all costs and expanses incurred, including attorneys' (ees, plus an administrative (see equal to ten percent (10%) of such costs, with a minimum of \$100.00; (v). Signature may enter the Space and proceed to sell, in a commercially reasonable manner, all goods, challels and personal proporty found to diselarny portion of Aggregate Rent and obstanding additional payments and Permittee shall pay all costs and expanses incurred or chargeable to Signature as a result of such sale; (vi) Signature may, all Signature's solo option, eller or repair the Space as necessary in order to relet the entire or any part or parts of it ellipse in Signature's name or otherwise on terms at Signature's option which may be less than organized than the belance of Permittee's and Permittee's successors and assigns bareby inevocably constitutes and appoints Signature as its need to collect the tents due and to become due under any of Permittee's end Permittee's sudgation to pay any unpaid balance of Aggregate Rent due or to become due under any of Permittee's permit for the Space (or any parts threed) without in any way allecting Permittee's obligation to pay any unpaid balance of Aggregate Rent due or to become due tender any of Permittee's permit for the Space (or any parts thereof) without in
- C. If eliber Party institutes an action to enforce its rights under this Permit, the prevailing Party shall be relimburated by the other Party for its reasonable altomeys' fees in addition to any other recoverable damages.
- d. If Signature shell fall to perform or observe any covenant or requirement of this Pennil, and such failure continues for a period of thirty (30) days following receipt of written notice from Pennillee of such failure (provided that such time period shall be reasonably extended for so long as Signature diligently prospectes such cure), Pennillee shall have the right to terminate this Pennil by written notice to Signature.

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Permittee initials: Signature initials: Signature initials:

- e. Permittee agrees that any amounts outstanding beyond any grace or cure period set forth in this Permit shall be at interest at the rate of one and one-half percent (1.5%) per month of the definquent amount, but in no event shall the loregoing exceed the maximum amount allowable by applicable law.
- 30. Independent Contractor. The relationship between the Parlies shall be that of Independent contractors for all purposes and in no-event shall persons employed or retain by either Parly be employees or agents of the other.
- 31. Force Majoure. Except for the payment of Aggregate Rent and any other sums due hereunder by Permittee, neither Party shall be liable for its failure to perform under this Permit or for any loss, injury, damage or delay of any neture that is caused by any set of God, act of terrotism, act of nature, tire, thou, who storm, at the payment of the Party's control, providing, however, should the force majoure continue for more than sixty (60) days, either Party may terminate this Permit upon ten (10) days written notice.
- 32. Governing Law. This Permit shall be construed, interpreted, and enforced in accordance with the laws of the state in which the Space is located.
- 33. WAIVER OF JURY TRIAL, THE PARTIES HEREBY WAIVE THEIR RIGHT TO TRIAL BY JURY.
- 34. Assignment and Subtetling, Permittee shall have no right to estellin, transfer, mortgage, plodge, hypothesate or encumber this Permit or any Interest herein or subted the Space or any part thereor, or permit the use of the Space by any other party without Signature's prior wilten consent which may be withheld in its sole discretion. Signature's written consent to such a transaction shall not be deemed a rolease of Permittee from the obligations of this Permit, unless otherwise stated in writing by Signature. Any such contemplated assignment or subtetling may further be subject to advance, written approval by the Authority. The use of the Space by any aircraft office than the Aircraft defined above shall be subject to Signature's prior written approval, which may be withheld in its sole discretion. Any such transactions in violation of the foregoing requirement shall be considered null and void and shall considered polarly, for which no came pend of a available; provided however that the obligations of Permittee hereunder shall remain in full force and effect, tacketing but not limited to the insurance, walver and Indemnification provisions, notwithstanding such a feminisaction or change of aircraft.

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

 Alternative and substantial consideration for Signature shall have the professy that have the professy that have the professy that have the professy tha
- 36. Arcraft Towing. Signature shall have the primary responsibility to tow Alcordf at the Alcord so one of the Ancillary Services offered by Signature. The Permittee Group agrees not to underlake the towing/repositioning of the Alcordf, except in the event of an emergency. Emergency's defined as an unanticipated and sudden event in which the safety, security of integrity of an Aircraft or a person, or their property, is in imminent partl or jeopardy. Permittee shall indemnify, defend and hold harmless the Signature Group from and against any and all damages resulting from lowing by Permittee.
- Time of Essence. Time is of the essence in this Permit.
- 38. Amentiment. No amendment, modification or alteration of the terms of this Pormit shall be blinding unless it is in writing and executed by both Parilles.
- 39. Entire Agreement. All Exhibits attached hereto are fully incorporated into the terms and conditions of this Permit. This Permit constitutes the entire agreement and all prior correspondence, menorande, negotietions, or understandings (written or oral) and are merged into and superseded by this Permit, excepting the Parties' joint and severel obligations under the Master Lease. This Permit shell be interpreted simply according to the plain moaning of its terms and not attackly for oragainst with Perty regardless of which Party drafted it.
- 40. Severability. If any authority with proper juris diction determines that any provision is illegal, unonforceable, or favalld in whole or in part for any reason, all valid and enforceable
- 41. Applicability. The provisions of Peregraph 22 and Paragraph 24 shell bind Permittee and Signature with respect claims, losses, and damages arising with respect to the Permittee Group and its property (including the Alicraft) throughout the Base and at any other fixed base operation owned, operated, managed or controlled by Signature.
- owned, operation, managed or commoned by signature.

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

 43. <u>Authority Consent Required.</u> Permittee acknowledges that, pursuant to the provisions of the Master Lease; Elgoature may be required to obtain Authority's written consent. to this Permit, and accordingly, it applicable, the obligations, understandings and commitments of the Parties as sai forth herein are expressly subject to obtaining such Authority consent.

- to this Permit, and accordingly; if applicable, the obligations, understandings and commilments of the Parties as set forth herein are expressly subject to obtaining such Authority consent.

 44. Estoppel Cortilicates. Permittee shall, within fifteen (15) days after any written request from Signature, execute, acknowledge and deliver a statement certifying certain facts request. Any such statement may be relied upon by or as may be requested by Signature, its lenders, lastwades carbers, auditors, and prospective purchasers. If Permittee shall fail to execute and return such statement within the time required herein, Permittee shall be deemed to have agreed with the matters set forth therein.

 45. Relocation. Notwithstanding any provision of this Permit to the contrary, Signature shall have the dight to temporarily relocate the Aircraft to reasonably similar space at the Base without prior notice to Permittee, Signature shall have the option to permanent relocation, Permittee may elect to terminate this Permit by written notice to Permittee and at Signature's sole cost and expense. In the event Permittee objects to such permanent relocation, Permittee may elect to terminate this Permit by written notice delivered to Signature with such termination effective upon the highly, but not the obligation, to relocate any Aircraft which is not allowably from the Space to another portion of the desset of Signature's sole discretion.

 Any Mature No walker by any Party of the provisions breef shall be effective unless proficility sof furth in within and states.
- 1974 the typic of the construct as an account of the provisions increase that the construction of the construction of the construction of the provisions increase shall be effective unless explicitly set forth in writing and signed by the Party so waiting. No waiver by any Party shall operate or be constructed as a waiver in respect of any failure, breach or defoult not expressly identified by such written waiver, whether or a similar or different character, and whether occurring before or affect that waiver. No failure to exercise, or delay in exercising, any light, remedy, power or privilege arising from this Permit shall operate or be constructed as a waiver in precipit nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, r or privilege.
- No Waste. Permittee shall not commit any waste upon the Space, or any nulsance or act which may disturb the quiet enjoyment of any other tenant of the Base
- 47. No Watte, Parmittee shall not commit any waste upon the space, or any nursence or act which may distribute dues enjoyment of any other regard of the Base.

 48. Inclening Wasther, in the event of any inclement weather (each event, a "Storm") Permittee hereby requests that Signature continue to store the Attraft in the Hangar Space.

 49. Inclening Wasther, in the event of any inclement weather (each event, a "Storm") Permittee hereby requests that Signature and not within storing any other agreement, lease or illocase, whether verbal or in writing, to the contrary, Permittee or illocase, whether verbal or in writing, to the ordinary, Permittee assumes all risk that the Aircraft can be protected from the effects of the Storm. Permittee agrees to Indiamity, hold harmless, release and defend Signature and the Signature or on a state of the Storm. Permittee shall be solely responsible for any such leases or it will look solely to its insurance coverage, Permittee waves all rights of subrogation for itself and its insurance corriers.
- 49. <u>Compliance Wilti Simeture Poticles.</u> Permittee acknowledges that Signature is a subsidiary of BBA Aviation, pic ("BBA") which requires its subsidiaries and alfiliates to comply with all BBA policles. These policles are available at https://www.signature.org/wigbon-nission-and-wittee/file/tiley., and may be amended from time to time. Permittee agrees to comply with any and all such policles and amendments flueron. Neither Permittee nor any of its subsidiaries, directors, officers, agents, employees, affitiates or other person associated with or eating on Permittee's bahali have (i) used any corporate funds for any unlawful contribution, gill, entertainment or other unlawful expense relating to policleal activity or to influence officer and officer or indirect unlawful payment to any foreign or dopnestic government official or employee from composate funds; (iii) made any other, rebate, payorf, fritteence payment, kickback or other unlawful payment; or (by violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amonaded, and the rules and regulations therounder (the "FCPA"); and Permittee has conducted its businesses in compilance with the FCPA and has instituted and mainteins policles and procedures designed to ensure, and which are reasonably expected to continue to ensure, compilance therewith.

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Space Permit REV 01-16-2020

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Parmiltee Initials: 660 Signature Initials: ____

Exhibit A Third Party Vendor Release ("Release")

TOTAL DE LA CONTRACTION OF THE CONTRACT OF THE	MADI MEICHDE MEICHDE
All port, ("Airport"), by its execution hereof, to dismportary basis, consistent with the terms and conditions hereinafter state 1. Vendor, The name, address, and telephone number of the Vendor Name: Address	for are as follows:
relephanerEmail:	
Service provided ("Service");	
Perceifice, tenant, Aircraft owner, pitot or other designated representative. Videsignated for such Service by local Signature management, Vendor expreoperate aircraft or use Signature's leasehold, including, but not limited to, inc	nises for the sole purpose of performing Service at the request of Signature or its customer, endor shall be authorized only to perform the Service noted above and only in the area(s) sely agrees that at no time shall its activities infinge upon the or its customers' ability to gress and egress from the FBO, offices, shops, ramps or parking fots. to the prevailing and applicable rules of the Airport, Federal Aviation Administration ("FAA").
4. Indemnification. Vendor agrees to indemnify, defend and no employees and Signature's parent, subsidiary, related and affiliated companie or judgments, of any kind whatsoever (including those arising from third par suffered by, or charged to. Signature by reason of any loss of or damage to.	Id harmless Signature and the Airport, their respective officers, directors, agents and as from and against any and all liabilities, damages, injuries, losses, claims, fines, cenaities ties), including all costs, attorneys' fees, and expenses incidental thereto, which may be any property or injury to or death of any person arising out of or by reason of any breach, contractors, subcontractors, licensees or employees of any covenant or condition of this
i. Liability - Airport Premises	the following types and amounts of insurance.
(1) <u>Commercial general</u> Combin (2) <u>Molor vehicle</u> Combin (a) This coverage is conditionally wa	ed single limit \$5,000,000 per occurrence, products and completed operations ed single limit \$5,000,000 per occurrence sived if Vendor does not have a motor vehicle that is both (1) registered in its name and I Vendor subsequently registers a vehicle in its name and drives on the ramp, the waiver
shall be automatically revoked ar (3) <u>Environmental / pollution</u> Combini (a) This coverage shall be condition waiver shall be automatically rev	nd Vendor shall obtain the requisite coverage, ed Single Limit \$5,000,000 per occurrence, ally waived if this Release does not include the maintenance of aircraft. This conditional oked and Vendor shall obtain the requisite coverage if this Release is later amended to
	idor commences, without amendment, performance of aircraft maintenance in the Space
ii. Worker's Compensation & Employer's Liability	
\$ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	ater of \$500,000 or as required by statute
	Deach occurrence for bodily injury by accident
	0 each occurrence for bodily injury by disease
	0 aggregate policy limit
employer's liability shall name (exactly as set forth in quotations) "Signaturi Authority" as additional insureds. If the required liability polices do not conta liability coverage. All required insurance policies, except (1) motor vehicle, (2) in favor of "Signature Flight Support LLC, its parent, subsidiary, related, and all by certificates of insurance that provide at least thirty (30) days advance with	juired liability insurance, except (1) motor vehicle, (2) worker's compensation, and (3) e Flight Support LLC, its parent, subsidiary, related, and affiliated companies and the in a standard separation of insured provision, they shall be endorsed to provide cross worker's compensation, and (3) employer's liability shall contain a waiver of subrogation filiated companies and the Authority. All required insurance policies shall be evidenced after notice of any cancellation or changes adverse to the interests of Signature or its texpress written consent of Signature. Higher insurance limits may be required by the ve.
VENDOR ACKNOWLEDGES THAT ITS POTENTIAL LIABILITY I COVERAGE OR TO INSURANCE POLICY LIMITS REQUIRED IN	S NOT LIMITED TO THE AMOUNT OF ANY LIABILITY INSURANCE THIS RELEASE.
Signature Flight Support LLC	Vendar:
Ву:	Ву:
Name:	Name:
Title:	Title
Date:	Date:

Permittee	initials.	
Signature	Initials:	