

MEMORANDUM

Agenda Item No. 14(A)(8)

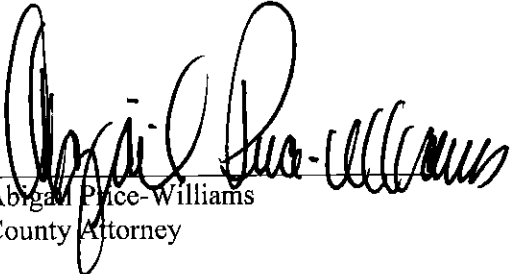
TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: December 17, 2019

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving Retroactive License Agreement between Miami-Dade County, as user, and Atlantic Aviation-Opa-Locka LLC, as operator, for use of premises located at 4285 N.W. 145th Street, hangar 40 Bay 1, Opa-Locka, Florida for hangar space, office space, and fuel service of Miami-Dade Police Department aircraft for an initial term of 5 years with one 5-year option to renew and with an anticipated fiscal impact to the County of at least \$955,644.40 in use fees during the initial term of the lease, exclusive of corresponding fuel charges and utility/maintenance costs, and of at least \$1,107,828.80 in use fees, exclusive of corresponding fuel charges and utility/maintenance costs, during the option period, if exercised; directing the County Mayor to appoint staff to monitor the implementation of and compliance with the terms of the License Agreement; and authorizing the County Mayor to execute the License Agreement for and on behalf of Miami-Dade County, exercise all rights contained in the License Agreement, including the renewal option and termination rights, and to take all actions necessary to effectuate same

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Barbara J. Jordan.


Abigail Price-Williams
County Attorney

APW/uw



MEMORANDUM
(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: December 17, 2019

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 14(A)(8)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor

Agenda Item No. 14(A)(8)

Veto _____

12-17-19

Override _____

RESOLUTION NO. _____

RESOLUTION APPROVING RETROACTIVE LICENSE AGREEMENT BETWEEN MIAMI-DADE COUNTY, AS USER, AND ATLANTIC AVIATION-OPA-LOCKA LLC, AS OPERATOR, FOR USE OF PREMISES LOCATED AT 4285 N.W. 145TH STREET, HANGAR 40 BAY 1, OPA-LOCKA, FLORIDA FOR HANGAR SPACE, OFFICE SPACE, AND FUEL SERVICE OF MIAMI-DADE POLICE DEPARTMENT AIRCRAFT FOR AN INITIAL TERM OF 5 YEARS WITH ONE 5-YEAR OPTION TO RENEW AND WITH AN ANTICIPATED FISCAL IMPACT TO THE COUNTY OF AT LEAST \$955,644.40 IN USE FEES DURING THE INITIAL TERM OF THE LEASE, EXCLUSIVE OF CORRESPONDING FUEL CHARGES AND UTILITY/MAINTENANCE COSTS, AND OF AT LEAST \$1,107,828.80 IN USE FEES, EXCLUSIVE OF CORRESPONDING FUEL CHARGES AND UTILITY/MAINTENANCE COSTS, DURING THE OPTION PERIOD, IF EXERCISED; DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO APPOINT STAFF TO MONITOR THE IMPLEMENTATION OF AND COMPLIANCE WITH THE TERMS OF THE LICENSE AGREEMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE THE LICENSE AGREEMENT FOR AND ON BEHALF OF MIAMI-DADE COUNTY, EXERCISE ALL RIGHTS CONTAINED IN THE LICENSE AGREEMENT, INCLUDING THE RENEWAL OPTION AND TERMINATION RIGHTS, AND TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME

WHEREAS, the Miami-Dade Police Department’s (“MDPD”) Aviation Unit currently uses hangar space and corresponding office space at a property located at 4285 N.W. 145 Street, Hanger 40 Bay 1, Opa-Locka, Florida 33054 for its aircraft; and

WHEREAS, this hangar space is presently under the control of Atlantic Aviation-Opa-Locka LLC (“Operator”) through a Master Lease Agreement between Operator and the Miami-Dade Aviation Department; and

WHEREAS, MDPD desires to remain at this location and continue its use of these premises for performance of critical law enforcement tasks; and

WHEREAS, the proposed License Agreement would provide MDPD with the right to use and occupy: (i) 9,529 square feet of hangar space with associated landside parking in common with other users; (ii) 5,188 square feet of airside apron; and (iii) interior office space of 1,271 square feet located at the Miami-Dade County Opa-Locka Executive Airport (the "Airport"); and

WHEREAS, under the proposed License Agreement, MDPD's aircraft would also receive their aviation fuel service through the Operator at an agreed-upon rate, which is customary in commercial agreements for use of hangar space; and

WHEREAS, the License Agreement represents a good value to the County because (1) high market demand for hangar space in this area of the County has made alternative locations cost prohibitive, and (2) Operator has also agreed as part of the License Agreement to perform specific improvements, renovations, and build-out to the hangar and office space at MDPD's request; and

WHEREAS, the License Agreement is for a term of not less than 5 years (retroactive to October 1, 2019), and contains a single 5-year option to renew at the County's option; and

WHEREAS, the anticipated fiscal impact of the License Agreement is as follows:

- The County will initially pay a monthly use fee to the Operator of \$15,000, which will be increased annually by 3 percent.
- The total amount of use fees paid by the County over the 5-year term of the License Agreement shall be \$955,644.40. To the extent the County exercises its option to renew, the total amount of use fees paid by the County over the 5-year option period shall be \$1,107,828.80.

- The County will pay utilities (electricity, water and sewer, waste disposal) and enter into an HVAC maintenance service contract, all at an estimated cost of \$57,000 over the initial term of the License Agreement.
- The County will also pay Operator for fuel service provided to its aircraft on the premises at a rate of fuel supplier cost plus \$0.50 per gallon, at an estimated annual cost of \$ 147,000; and

WHEREAS, the County's administrative staff has advised the Board that all financial obligations arising out of the License Agreement will be funded from the General Fund, and that there are sufficient and legally available funds in that source to cover said financial obligations,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Adopts, approves, and incorporates herein each of the foregoing recitals.

Section 2. Approves a Retroactive License Agreement between Miami-Dade County, as user, and Atlantic Aviation-Opa-Locka LLC, as operator, for use of hangar space, office space, and fuel service on the premises 4285 N.W. 145 Street, Hanger 40 Bay 1, Opa-Locka, Florida 33054, in substantially the form attached hereto as Exhibit 1 ("License Agreement"). The approved License Agreement is for an initial term of 5 years (retroactive to October 1, 2019) and one 5-year option to renew (exercisable at the County's option), and will have an anticipated fiscal impact to the County of at least \$955,644.40 in use fees during the Initial Term of the License Agreement, exclusive of corresponding fuel charges and utility/maintenance costs, and of at least \$1,107,828.80 in use fees, exclusive of corresponding fuel charges and utility/maintenance costs, during the option period, if exercised.

Section 3. Directs the County Mayor or the County Mayor's designee to appoint staff to monitor the implementation of and compliance with the terms of the License Agreement.

Section 4. Authorizes the County Mayor or County Mayor's designee to execute the License Agreement for and on behalf of Miami-Dade County, to exercise all rights contained in the Lease, including the renewal option and termination rights, and to take all acts necessary to effectuate same.

The Prime Sponsor of the foregoing resolution is Commissioner Barbara J. Jordan. It was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Audrey M. Edmonson, Chairwoman

Rebeca Sosa, Vice Chairwoman

Esteban L. Bovo, Jr.

Jose "Pepe" Diaz

Eileen Higgins

Joe A. Martinez

Dennis C. Moss

Xavier L. Suarez

Daniella Levine Cava

Sally A. Heyman

Barbara J. Jordan

Jean Monestime

Sen. Javier D. Souto

The Chairperson thereupon declared this resolution duly passed and adopted this 17th day of December, 2019. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

MBV

Michael B. Valdes

RETROACTIVE LICENSE AGREEMENT

THIS RETROACTIVE LICENSE AGREEMENT ("Agreement"), is being entered into and made effective this 1st day of October, 2019 ("Effective Date") between Atlantic Aviation-Opa-Locka LLC, a Florida limited liability company ("Operator"), and Miami-Dade County, a political subdivision of the State of Florida ("User"), by which the Operator does this day license unto User, and User does hereby license from Operator, the property consisting of office and hanger space, located at the Opa-Locka Executive Airport, specifically at 4285 N.W. 145 Street, Hanger 40 Bay 1, Opa-Locka, Florida 33054 (Folio Number: 08-2120-000-0010), as shown in the attached Exhibit A ("Premises"), for the initial term of five (5) years, so long as User and Operator, at all times, remain in compliance with this Agreement.

PART I BASIC AGREEMENT PROVISIONS

The following sets forth basic data hereinafter referred to in this Agreement, and where appropriate, constitute definitions of the terms hereinafter listed:

A. USER:	Miami-Dade County, a political subdivision of the State of Florida																					
B. USER'S ADDRESS:	111 N.W. First Street, Suite 2460, Miami, Florida 33128																					
C. OPERATOR:	Atlantic Aviation-Opa-Locka LLC, a limited liability company																					
D. PRESENT NOTICE AND USE FEE PAYMENT MAILING ADDRESS OF OPERATOR:	Atlantic Aviation 15000 N.W. 44 Avenue, Opa-Locka, Florida 33054 All payments due hereunder, including, but not limited to, Use Fee should be made payable to the Operator as identified here in Section D.																					
E. PROPERTY LOCATION ADDRESS AND FOLIO NUMBER:	4285 N.W. 145 Street, Hanger 40 Bay 1, Opa-Locka, Florida 33054 Folio Number: 08-2120-000-0010																					
F. MASTER LEASE AGREEMENT	Between Miami-Dade Aviation Department and Atlantic Aviation-Opa-Locka LLC Hereinafter, the Miami-Dade Aviation Department is sometimes referred to as the Aviation Authority.																					
G. PREMISES:	(i) Hangar Space of 9,529 square feet with associated landside parking in common with other users; (ii) 5,188 square feet of airside apron; and (iii) interior office space of 1,271 square feet located at Miami-Dade County Opa-Locka Executive Airport (the "Airport"). Said Premises is identified on the sketch attached hereto and more particularly described in Exhibit A.																					
H. AIRCRAFT:	<table border="0" style="width: 100%;"> <tr> <td>Type:</td> <td>American Eurocopter Model AS350B3</td> <td>Eurocopter Model AS350B3</td> </tr> <tr> <td>Reg No./Serial No.</td> <td>N806MP/4504</td> <td>N807MP/4988</td> </tr> <tr> <td>Registered Owner</td> <td>Miami Dade Police Department</td> <td>Miami Dade Police Department</td> </tr> </table>	Type:	American Eurocopter Model AS350B3	Eurocopter Model AS350B3	Reg No./Serial No.	N806MP/4504	N807MP/4988	Registered Owner	Miami Dade Police Department	Miami Dade Police Department												
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Registered Owner	Miami Dade Police Department	Miami Dade Police Department																				
I. TERM:	The Term of this Agreement is for five (5) years, commencing on the Effective Date and expiring five (5) years thereafter (the "Expiration Date"). The period of time between the Effective Date and the Expiration Date is the "Term."																					
J. OPTION PERIOD:	User shall have one (1) five (5) year option period to extend this Agreement in accordance with the terms contained herein ("Option Period").																					
K. EFFECTIVE DATE:	This "Effective Date" shall be October 1, 2019. However, the commencement of this Agreement shall depend upon its approval and adoption by the Miami-Dade County Board of County Commissioners. This Agreement shall only commence following the date of its adoption by the Miami-Dade County Board of County Commissioners and the expiration of the ten (10) day veto period of the County Mayor, unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by the Miami-Dade County Board of County Commissioners ("Commencement Date").																					
L. USE FEE AND USE FEE SCHEDULE:	<p>Upon the Effective Date, the User shall pay Operator Use Fee, which shall be increased annually by three (3%) percent, as shown below.</p> <p>Initial Term:</p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;">Agreement</th> <th style="text-align: left;">Annual Amount</th> <th style="text-align: left;">Monthly Use Fee</th> </tr> </thead> <tbody> <tr> <td>Year 1</td> <td>\$180,000.00</td> <td>\$15,000.00</td> </tr> <tr> <td>Year 2</td> <td>\$ 185,400.00</td> <td>\$15,450.00</td> </tr> <tr> <td>Year 3</td> <td>\$ 190,962.00</td> <td>\$15,913.50</td> </tr> <tr> <td>Year 4</td> <td>\$ 196,690.92</td> <td>\$16,390.91</td> </tr> <tr> <td>Year 5</td> <td>\$ 202,591.68</td> <td>\$16,882.64</td> </tr> </tbody> </table> <p>Renewal Option Term:</p> <table border="0" style="width: 100%;"> <tbody> <tr> <td>Year 6</td> <td>\$208,669.44</td> <td>\$17,389.12</td> </tr> </tbody> </table>	Agreement	Annual Amount	Monthly Use Fee	Year 1	\$180,000.00	\$15,000.00	Year 2	\$ 185,400.00	\$15,450.00	Year 3	\$ 190,962.00	\$15,913.50	Year 4	\$ 196,690.92	\$16,390.91	Year 5	\$ 202,591.68	\$16,882.64	Year 6	\$208,669.44	\$17,389.12
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	Year 7	\$214,929.48	\$17,910.79
	Year 8	\$221,377.20	\$18,448.10
	Year 9	\$228,006.24	\$19,000.52
	Year 10	\$234,846.48	\$19,570.54
M. USE FEE COMMENCEMENT DATE:	Commencement of the Use Fee shall begin on the Effective Date, and then be paid monthly by the User, on the first day of each month during the Term of this Agreement; however, the Monthly Use Fee for Year 1 will begin to be paid by the User after the Commencement Date. In addition, it is further acknowledged and agreed that the User shall also pay any amounts due for the period between the Effective Date and the Commencement Date equal to the Use Fee actually incurred for such period, as well as any other fees or expenses incurred as a result of this Agreement.		
N. FUEL CHARGES:	Fuel Charge (per gallon) shall be fuel supplier cost, plus \$0.50 into-plane fee. Beginning January 1, 2020, all fuel purchases shall be made from Operator. Operator will invoice User on a monthly basis.		
O. FLORIDA SALES TAX:	At the present time, there is no sales tax on the Use Fee under Section 212.031, Florida Statutes, because of User's status as a government entity.		
P. PERMITTED USE:	The area of the Premises shall be used by the User for the Miami-Dade County Police Department for hangaring its aircraft and for the performance of work incidental thereto, which will necessarily entail services performed for the general public.		
Q. SECURITY DEPOSIT:	None		
R. USE FEE INCREASES:	Commencing on the Effective Date of this Agreement, and on each subsequent anniversary of the Effective Date, including during the Option Period, the Use Fee will be increased annually by three (3%) percent over the previous year's Use Fee, as described above in the Use Fee and Use Fee Schedule Section.		
S. UTILITIES AND MAINTENANCE:	Operator, during the Term of this Agreement, shall pay all charges for water, and maintain and pay for a commercial HVAC system maintenance contract. User, during the Term hereof, shall pay for all janitorial services, waste disposal services, trash disposal, electricity and telephone service.		

This Agreement consists of the foregoing introductory paragraphs, constituting the Basic Agreement Provisions (consisting of paragraphs A through S), along with any and all exhibits, all of which are incorporated herein by this reference. In the event of any conflict between the information contained in the Basic Agreement Provisions, and the language in the Standard Agreement Provisions, which follow, the Basic Agreement Provisions shall control.

STANDARD AGREEMENT PROVISIONS

PART II
Terms and Conditions

SECTION 1. DESCRIPTION OF PREMISES: The Operator hereby grants to User the right to use and occupy the Premises (located at 4285 N.W. 145 Street, Hanger 40 Bay 1, Opa-Locka, Florida 33054) during the Term of this Agreement.

Operator and User agree that the square footage is only an approximation of size, as the Premises has not been duly measured by the User. Further, the User is fully aware of the size of the Premises and has determined that it is sufficiently suited for its intended purposes.

The Operator hereby grants to the User the non-exclusive right to use, in common with the Operator and the other users of the entire hangar building, which is leased by the Operator, and located on N.W. 145 Street, Opa-Locka, Florida ("Building"), the portions of the Building and the land intended to be used for common use, including, but not limited to parking lot areas if any, roads, driveways, passageways, ramps, taxiways, landscaped areas, the lobby(ies), corridors, and water fountains.

SECTION 2. PARKING: Unless construction or the Airport Authority otherwise disallows, Operator shall provide non-dedicated parking spaces adjacent to the entrance of the Premises along with parking in common with other users.

SECTION 3. TERM: The Term of this Agreement shall be for a period of five (5) years, beginning on the Effective Date, however this Agreement shall only commence after its approval and adoption by the Board of County Commissioners and the County Mayor's ten (10) day veto period, unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by the Miami-Dade County Board of County Commissioners. User shall deliver a letter of commencement upon the expiration of the ten (10) day veto period to memorialize the Commencement Date.

SECTION 4. OPTION PERIOD: User shall have the option to extend the Term of this Agreement by one five (5) year renewal option; provided that User may only exercise the Option Period if there exists no material defaults beyond any applicable notice and cure periods. User shall give Operator written notice of its intent to exercise the renewal option at least three (3) full calendar months prior to the end of the Term. If User fails to timely provide said notice, then the Operator shall send a notice to the User, prior

to the Expiration Date, informing the User of the Expiration Date. Upon receipt of such notice, the User shall have thirty (30) days to exercise its right to extend the Term of this Agreement by the Option Period. After the expiration of the thirty (30) day period, should the User send a written request to extend the Term of this Agreement the Operator may, in its sole discretion, extend the Term of this Agreement by the length of the Option Period.

SECTION 5. HOLDOVER: If User remains in the Premises for any time beyond the expiration of this Agreement (which shall include User's failure to deliver the keys to the Operator or failure to remove User's personal property from the Premises), such holding over shall be without right and shall not be deemed to create any tenancy, but the Operator shall be entitled to collect, in addition to any other remedies or amounts due under the terms of this Agreement, an amount equal to the monthly Use Fee, as charged for the month preceding the expiration of this Agreement, as compensation for such holdover (regardless of the length of User's unauthorized holdover) as well as User indemnifying Operator against any additional cost or liability it incurs due to such holdover.

SECTION 6. USE FEE: The User's obligation to pay Use Fee shall begin on the Effective Date. The User agrees to pay Use Fee to the Operator in accordance with the Use Fee Schedule outlined in Sections L and M of the Basic Agreement Provisions.

User shall license the Premises at and for the agreed Use Fee payable in advance on the first day of each and every month, starting on the Effective Date. Fuel Charges shall be invoiced on a monthly basis. At all times after the Effective Date, the User shall be governed by and subject to all of the provisions, covenants and conditions of this Agreement.

User shall remit to Operator all payments for Use Fee on or before the first day of each and every month in advance without demand at the Use Fee Payment Mailing Address listed in the Basic Agreement Provisions, or at such other place and to such other person, as Operator may from time to time designate in writing. However, notwithstanding the foregoing, the October monthly installment Use Fee payment for each year will be processed by the User after the close of the User's fiscal year on September 30th. Therefore, the October's Use Fee payment may be delayed each year, but not more than by thirty (30) calendar days, and the Operator hereby acknowledges this fact, and agrees hereby not to impose any type of penalty against the User for such delayed payment.

If User fails to pay in full any Use Fee or other amounts provided for in this Agreement within five (5) days after the same becomes due and payable, User shall be obligated to pay a late charge equal to five (5%) percent of the amount, or any portion thereof, not so paid when due. In addition, any fees or other amounts, or any portion thereof, to be paid by User pursuant to this Agreement which are not paid in full within ten (10) days after the same becomes due and payable shall bear interest at a rate equal to two (2%) percentage points above the then applicable Wall Street Journal Prime Rate (U.S. money center commercial banks) or its

successor, accruing from the date such amount became due and payable to the date of payment thereof by User or such lower amount required by law. Such interest shall constitute an Additional Use Fee, due and payable to Operator by User upon the date of payment of the delinquent payment referenced above.

All Payments due under the terms of this Agreement for partial months within the Term shall be prorated in the same ratio that the number of days during which User occupies the Premises in any such month bears to the number of days in said month, without allowance for weekends or holidays. User's obligations to pay Use Fee or to make any other payments or to fulfill any other obligations under this Agreement shall terminate on the day following the date on which User vacates the Premises at the expiration or earlier termination of the Term, and all monetary obligations created by this Agreement shall be prorated through the date on which User shall have so vacated the Premises.

In addition to Use Fee and Fuel Charges, User shall pay Operator all applicable Airport use fees, facility fees, fuel flowage fees, and other fees imposed by the governing body of the Airport imposed or assessed on the provision of aircraft storage, fuel, or other services rendered by Operator hereunder, together with any sales, use, excise, or other taxes imposed by any governmental jurisdiction by virtue of said services to the extent Operator and/or User, as applicable, is not otherwise exempt therefrom, whether such fee or tax is imposed or applicable as of the Effective Date or may be imposed or become applicable at any time during the Term. Operator has, in good faith, provided User with a list of all fees and taxes known as of the Effective Date. User shall also be liable for all taxes, fees and other charges assessed or imposed on or by User's operations or businesses at the Airport. Under no circumstances shall Operator be liable for or required to pay any tax, fee, or other charge owed by User, including any taxes, fees or charges applicable to User or any of User's businesses owed to the Airport.

SECTION 7. PERMITTED USE AND PROVISION OF FUEL SERVICES:

It is hereby understood and agreed that the use of the Premises is limited to the Permitted Use described in the Basic Agreement Provisions and for no other purposes. User shall notify Operator promptly if User expects to replace the Aircraft (either on a temporary or permanent basis) with a substitute aircraft, and all provisions of this Agreement applicable to the Aircraft shall apply to any such substitute aircraft of the same type. Operator shall provide such fuel services at the Airport as User shall request. This Agreement does not grant User the right to conduct, and User shall not conduct, any business at Operator's facility unless User has obtained all required permits, authorizations and approvals for conducting such business.

User shall keep and maintain the Premises and every part thereof in good and clean condition and in accordance with reasonable rules or regulations established by Operator or the Airport from time to time during the Term. This provision is not intended to impose an obligation on User to repair the Premises unless such

repair is necessitated by the fault or neglect of User. User shall not make any alterations or additions to the Premises without first obtaining Operator's written permission and shall return occupancy at the termination of this Agreement in the same and in as good condition as exists on the Effective Date, except for reasonable wear and tear, damage by fire or casualty through no fault of User, and modifications expressly approved by Operator.

User shall provide reasonable advance notice to Operator of anticipated Aircraft flight activity understanding that User's use of the Premises is for emergency operations. Operator shall maintain sufficient personnel and equipment to provide for the movement of the Aircraft as reasonably requested by User. Only Operator shall tow or reposition Aircraft into and out of the Premises. User expressly agrees not to undertake the towing or repositioning of the Aircraft into and out of the Premises. User shall be solely responsible for the securing of the Aircraft while positioned in, on or around the Premises. Consistent with the foregoing obligation, User shall ensure the Aircraft is secured in such a manner that enables Operator to tow or reposition the Aircraft at any time for purposes of ingress and egress to any portion of Operator's facility.

User may perform Aircraft maintenance, Aircraft cleaning, and other support-related services on the Aircraft exclusively through User's employees or through contracted third-parties that, in Operator's opinion, have adequate insurance coverage, provided, however, that neither User nor User's contractors shall paint within the Premises; provided, further that aircraft towing and fueling shall be performed exclusively by Operator or its designated agent(s). Upon the request of Operator, User shall cause any such third-parties to execute a hold harmless and indemnification agreement in form and substance reasonably satisfactory to Operator and provide evidence to Operator of the insurance coverage maintained by any such third-parties.

User acknowledges that there is limited space in Operator's hangar(s) at the Airport, and that as consideration for the grant of rights pursuant to this Agreement, beginning on January 1, 2020 and continuing for the remainder of the Term, this Agreement is expressly conditioned on User's agreement to purchase its requirement for aviation fuel solely and exclusively from Operator. As further consideration therefor, Operator agrees to offer User a discounted fuel service rate of \$0.50 per gallon. The foregoing obligation applies only with respect to the Aircraft which is/are the subject of this Agreement and only with respect to the User's requirements for aviation fuel for said Aircraft while at the Airport. In the event User breaches its obligation to purchase its requirement for aviation fuel from Operator, this Agreement, may, at the option of Operator, be terminated forthwith.

SECTION 8. ASSIGNMENT OR SUB-LICENSE: User shall not mortgage, pledge, encumber, assign this Agreement, or sub-license (which term, without limitation, shall include the granting of concessions, licenses, and the like, except for licensed vending machines for food or drink in designated areas) the Premises, or any part thereof, without Operator's prior written consent, which may be withheld in Operator's sole and absolute discretion. Any

attempted assignment, sub-license or other transfer without Operator's prior written consent shall be null and void.

SECTION 9. USER'S RESPONSIBILITIES; PERSONAL PROPERTY: User agrees to use and occupy the Premises as it is herein given the right to use at its own risk; and that, except for the gross negligence or intentional or willful misconduct of Operator and/or Operator's agents, Operator shall have no responsibility or liability for any loss of or damage to User's improvements or to fixtures or other personal property of User (collectively, "User's Property") or those claiming by, through or under User. The provisions of this Section shall apply during the whole of the Term hereof, and in view of any permission given to User to install fixtures and do certain work prior to the Effective Date, shall also apply at all times prior to the Effective Date.

SECTION 10. COMPLIANCE WITH LAWS; GOVERNMENTAL APPROVALS: User shall promptly comply with all applicable statutes, ordinances, rules, orders, regulations and requirements of any applicable federal, state, and city government and of any and all of their departments and bureaus including any taxing authority or utility now in force or which may hereafter be in force, regulating the use, occupancy or alterations by User of the Premises, and the rules and regulations set forth in Exhibit B to this Agreement specifying additional terms, conditions and obligations of User as they relate to the Master Lease Agreement. OPERATOR MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING USER'S PROPOSED USE OF THE PREMISES AND THE GOVERNMENTAL APPROVALS NECESSARY THEREFORE.

Operator shall promptly comply with all rules, orders, and regulations of the applicable fire prevention codes for the prevention of fires at Operator's cost and expense. If, during the Term of this Agreement, it is determined that the Premises does not meet existing building codes, new rules and regulations are promulgated, or the utility company or Operator's insurance company requires changes to the Premises (including to electrical, plumbing, fire alarm, sprinklers, dumpsters, compactors, enclosures, fire panels, and backflow preventors) the Operator shall make such changes at its sole cost and expense. Operator shall also be responsible, at its sole cost and expense, for (i) fire alarm monitoring for the Premises including, but not limited to, a dedicated phone line for such purpose, and (ii) fire sprinkler maintenance for the Premises including, but not limited to, inspections and repairs (unless such fire systems are installed by User). If any third-party, including but not limited to, utility companies, municipalities and contractors, cause damage to the Premises during the performance of monitoring, maintenance and repairs under this paragraph, Operator shall be responsible at its sole cost and expense for the repair of such damage unless such damage arises out of the negligence or the intentional or willful act of the User or its agents, employees, licensees, or invitees.

SECTION 11. USER'S DEFAULT: User shall be in default under this Agreement if it fails to: (i) make timely payments of Use Fee or any other sums due hereunder, or (ii) faithfully observe all

terms, covenants, rules and regulations contained in this Agreement.

In the event of any default by User remaining uncured past any applicable cure period, notwithstanding any waiver of any former breach of covenant or waiver of the benefit hereof or consent in a former instance, Operator may immediately (1) serve a written notice to User specifying the nature of the default, and if the default remains uncured (a) for ten (10) days after the giving of such notice if the default involves the non-payment of money, or (b) for thirty (30) days after the giving of such notice if such default does not involve the non-payment of money (or if the non-monetary default is of a nature that it cannot be completely cured within said thirty (30) day period and if steps have not been diligently commenced to cure it within such thirty (30) day period and thereafter diligently prosecutes such cure to completion, (2) cure User's default at User's cost and expense, and/or (3) after terminating this Agreement, by judicial process, re-enter the Premises and remove all persons and all or any property therefrom, without being liable for any prosecution therefor or damages therefrom for trespass or otherwise, and repossess and enjoy the Premises, with all additions, alterations and improvements, and Operator may at its option, repair, alter, remodel and/or change the character of the Premises as it may reasonably deem fit, and/or (4) terminate this Agreement upon written notice to User and/or exercise any other remedies otherwise available to Operator provided herein or at law or in equity. In connection with the foregoing, if Operator so elects, after securing a judgment, Operator may sell any personal property of User at public auction or private sale and apply the net proceeds to the payment of all sums due to Operator from User, if any, and pay over the balance to User. All rights and remedies available to Operator shall be cumulative and non-exclusive.

The exercise by Operator of any right granted in this Section shall not relieve User from the obligation to make all Use Fee payments, which shall be accomplished within five (5) business days of the effective date of termination, and to fulfill all other covenants required by this Agreement at the time and in the manner provided herein. Operator shall not be required to enter into any new license agreements for the Premises nor exercise any other right granted to Operator hereunder, nor shall Operator be under any obligation to minimize User's loss as a result of User's default. After being disposed or ejected therefrom by process of law or under the terms of this Agreement, User hereby waives and surrenders all rights and privileges which it might have under or by reason of any present or future law to redeem the Premises or to have continuance of this Agreement for the Term hereby granted.

User covenants and agrees, notwithstanding any termination of this Agreement as aforesaid or any entry or re-entry by Operator, whether by summary proceedings, termination, or otherwise, to pay and be liable for on the days originally fixed herein for the payment thereof, amounts equal to the several installments of Use Fee and other charges reserved as they would, under the terms of this Agreement, become due if this Agreement had not been terminated.

SECTION 12. OPERATOR'S DEFAULT: It shall be an event of default of this Agreement by the Operator if, except as otherwise provided in this Agreement, the Operator fails to observe or perform any of the stipulations, terms, covenants and/or conditions of this Agreement to be observed or performed by the Operator, where such failure shall continue for a period of thirty (30) days after written notice thereof from User to Operator; provided, however, that if the nature of Operator's non-compliance is such that more than thirty (30) days are reasonably required for its cure, then the Operator shall not be deemed in default if the Operator commenced such cure within the thirty (30) day period and thereafter diligently prosecutes such cure to completion. In the event of any such default by Operator, the User may at any time thereafter either (i) bring an action for specific performance; (ii) if the Premises is unavailable to User for the Permitted Use due to a material default by Operator, User may terminate this Agreement immediately whereupon User shall receive a credit of \$5,000 against the amount owed by User; or (iii) if relating to maintenance and/or repairs, then undertake such maintenance and/or repairs and deduct the amount of such work (including materials and labor) from any Use Fee due to the Operator.

SECTION 13. OPERATOR'S RIGHTS: Operator shall in no event be in default in the performance of any of Operator's obligations hereunder unless and until Operator shall have failed to perform such obligations within thirty (30) days of written notice from User, or such additional time as is reasonably required to correct any such default after written notice by User properly specifying wherein Operator has failed to perform such obligation.

SECTION 14. EARLY TERMINATION: This Agreement may be terminated prior to the Expiration Date (i) by the User at any time upon thirty (30) days prior written notice to the Operator; (ii) by User upon fifteen (15) days prior written notice to Operator if User sells the Aircraft or the Aircraft is lost or destroyed, and User does not replace the Aircraft; or (iii) automatically upon the termination or expiration of the Master Lease Agreement for any reason, or as otherwise expressly directed in writing by the Airport, and no damages, monies, or compensation will be owed to User by Operator, except for Use Fees and other fees and costs due and owing until User vacates the Premises and pays for charges related thereto, if any.

SECTION 15. ABANDONMENT: If User shall abandon or vacate the Premises before the end of the Term of this Agreement (except in the event User elects to close the Premises temporarily for the purpose of remodeling same for no more than ninety (90) days), or in the instance of a Casualty Event (as described in Section 38 below), or damage or destruction of the Premises (or such longer period upon prior written permission of Operator), or shall suffer the Use Fee to be more than two (2) months in arrears, Operator may, at its option, forthwith cancel this Agreement and/or bring an action to evict the User. Notwithstanding User's abandonment or Operator's acceptance thereof, User shall be responsible to satisfy any and all obligations due to Operator under the terms of this Agreement as if this Agreement had been terminated early by User for no cause.

SECTION 16. ATTORNEYS' FEES AND EXPENSES:

Operator and User hereby agree that should either party bring a cause of action against the other party for the alleged breach of any term, clause, covenant, and/or condition under this Agreement, the parties, respectively, agree to pay the cost of their own attorneys, witnesses, consultants, and court costs. This provision shall apply to all trial and appellate proceedings and any other efforts by either party to enforce its rights and to any bankruptcy, receivership or other insolvency proceeding or negotiation.

SECTION 17. UTILITIES: Operator's and User's responsibilities with respect to utilities is as set forth in the Basic Agreement Provisions.

SECTION 18. MAINTENANCE AND REPAIRS:

Notwithstanding any other provisions of this Agreement, the Operator shall repair and maintain the structural portions of the Building, including, but not limited to, plumbing, HVAC systems (including, but not limited to filters for HVAC), and electrical systems that are installed or furnished by the Operator throughout the Building and the Premises, unless issues to the maintenance and repairs are caused by the negligence, or the intentional or willful act of the User, its agents, employees, licensees, or invitees, reasonable wear and tear excepted, in which case the User shall pay the Operator the cost of such maintenance and/or repairs, less the amount of any insurance proceeds received by the Operator on account thereof.

Further, Operator shall be responsible for any and all damages and repairs caused to the Premises to the extent caused by the Landlord and/or its employees, agents and/or vendors. The Landlord shall maintain and keep in good order, condition, and repair the Building, including, but not limited to, the roof, the curtain wall (including any and all glass connections), all exterior doors, exterior locks on exterior doors and windows, ballasts, plumbing, fixtures, the Building ventilation system, fire alarm systems (excluding systems installed by User), the lobby(ies), the corridors; any and all flooring, electrical closets, interior portions of the Building, both above and below grade (excluding the hangar floor which User accepts "as is" on the Effective Date), pest control, landscaping, walkways, pathways, sidewalks, and parking lot area(s), unless issues to the maintenance and repairs are caused by the negligence, or the intentional or willful act of the User, its agents, employees, licensees, or invitees, reasonable wear and tear excepted, in which case the User shall pay the Operator the cost of such maintenance and/or repairs, less the amount of any insurance proceeds received by the Operator on account thereof. Operator shall comply with any and all building and zoning codes, as applicable.

The Operator shall make any and all repairs within a reasonable period following receipt of notice of the need thereof from the User. The Operator shall also keep in good order, condition, and repair all building equipment used by the User, whether or not such use is in common with other users and/or tenants, and replace the same at the end of such equipment's normal and useful life unless such equipment has been modified or installed by User. In the event that the Operator fails to properly or timely maintain and

repair the Building, the Premises, and/or the land, the User, notwithstanding any other requirement in this Agreement, shall have the right, but shall not be required to do so, after seven (7) days written notice to Operator, to make any and all repairs to the Building, the Premises, and/or the land, which User reasonably believes is necessary to timely and properly operate its business functions, and/or which present a reasonable concern for safety for the User, or any of its agents, vendors, employees, licensees, or invitees, and the cost of such repairs, including materials, labor, and overhead, at User's election may be invoiced to the Operator, or such amount reduced from the Use Fee. Further, the User shall have no liability to the Operator for any damages; inconvenience or interference regarding the use or any damage to the Building, Premises and/or land as a result of performing any such work.

The Operator shall make any and all necessary repairs to the HVAC system within a commercially reasonable time after receiving any written notice from the User and User shall provide Operator, agents and invitees unfettered access to make such repairs. Upon receiving written notice, Operator shall promptly schedule the services of an HVAC repair company; however, User acknowledges that Operator has no control over such HVAC repair company's schedule or the availability of parts for such service. Should the Operator fail to timely address the necessary repairs to the HVAC system, the User shall, after forty-eight (48) hours, be authorized to do any of the following including any combination thereof: (i) hire a third-party company to make the necessary repairs to the HVAC system, and reduce the Use Fee payment for the costs associated with such repair(s); (ii) utilize employees of the User to repair the HVAC system, and reduce the Use Fee payment for the costs associated with such repair(s); and/or (iii) not occupy the Premises, and reduce the Use Fee by the number of days that the Premises was not utilized by the User.

In order to minimize any disruption to the User's use of the Premises, the Operator shall notify the User in advance of any maintenance and/or repairs to be performed in the Premises, and/or which will affect the Premises. Upon receiving the Operator's notice of pending repairs and/or maintenance, the User shall reasonably consent to such work, and the Operator shall proceed to construct, improve, repair and/or complete any work that is necessary to properly maintain the Premises. User will at all times use commercially reasonable efforts to minimize the impact of such maintenance and/or repairs upon User and its employees.

The User, at User's sole cost and expense, shall, except for services furnished or otherwise provided by the Operator, maintain the Premises, and all trade fixtures contained therein ("within the four walls") in a safe, clean, and neat condition, and otherwise in good order and repair (note, standard electrical and plumbing fixtures are not included). Further, the User shall pay for the cost of any repairs, or replacements to the Premises made necessary by any negligence or willful misconduct of the User, or any of its agents, vendors, employees, licensees, or invitees, reasonable wear and tear excepted. In the event that the User fails to so maintain the Premises in good order, condition, and repair, the Operator shall give the User thirty (30) days' notice to do such acts as are reasonably required to properly maintain the Premises. In the

event that the User fails to commence such work within the thirty (30) day period, and diligently pursue it to completion, then the Operator shall have the right, but shall not be required, to do such acts and expend such funds, at the expense of the User, as are reasonably necessary to perform such maintenance, replacement and repairs. Operator shall have no liability to User for any incidental damage, inconvenience, or interference as a result of performing any such work on or about the Premises.

User shall not permit rubbish, refuse, or garbage to accumulate within or on the Premises, or cause fire hazards to exist in the Premises.

Operator further agrees that in the event that the Operator shall fail to provide, or cause to provide, to all or substantially all of the Premises, HVAC, plumbing, and/or electricity (except to the extent such failure is as a result of force majeure) for more than a forty-eight (48) hour period, the Use Fee shall equitably abate on a per day basis, for any portion of the Premises affected until the situation is corrected, but only if User has provided Operator prompt notice of such failure, and/or the failure is not the result of any negligence or misconduct of User, and in each case User has provided Operator with unfettered access and opportunity to make necessary repairs.

SECTION 19. OPERATOR'S ACCESS: Operator, or any of its agents, shall have the right to enter the Premises, while being escorted by the User, during all reasonable hours, and with twenty-four (24) hours' prior written notice, except in the event of emergency, for the purpose of making any inspection it may deem appropriate to proper enforcement of any of the covenants and conditions of this Agreement or the Master Lease Agreement or to undertake repairs, additions or alterations to the Premises. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions, which do not conform to this Agreement, or to the rules and regulations of the Premises. Operator shall make reasonable efforts to minimize disruption of User's business activities.

SECTION 20. ACCEPTANCE OF PREMISES AND REPAIR: User hereby accepts the Premises in the condition that it is in as of the Effective Date, however, the Operator shall perform specific improvements and/or build-out on, or otherwise make improvements with respect to, the Premises as described below. Operator will design and contract for such improvements and/or build-outs in its sole discretion and in compliance with the terms Master Lease Agreement. The Operator has agreed to perform the following Operator's work within 180 days from the Commencement Date.

- a. Renovation of the bathroom, installation of new shower based on available space
- b. Installation of hot water tank to service bathroom
- c. Installation of ventilation and cooling fans
- d. Motorized hangar doors
- e. Hurricane protection hangar doors and turnbuckles
- f. Installation of adequate air condition for office space only

User agrees to maintain the Premises and every part thereof clean and in the same general condition, order and repair as it is on the Effective Date, excepting only reasonable wear and tear arising from the use thereof under this Agreement, and in accordance with reasonable rules or regulations established by Operator or the Airport from time to time during the Term.

If any damage occurs to the Premises, the User will notify the Operator of such damage in writing. If the User is responsible for making such repairs, then User, or its agent or contractor reasonably satisfactory to Operator, shall perform such repair work. In addition to the foregoing, User, at its sole cost and expense, shall do the following:

- a. In the event that any doors are destroyed or damaged because of the negligence, or intentional or willful misconduct, of the User, or any of its employees, vendors, agents, and/or guests, reasonable wear and tear excepted, all doors (including, but not limited to, any hardware, frames or other items related to the doors), shall be replaced or repaired to like-new condition by the Operator, on behalf of the User (the User shall reimburse the Operator).
- b. For any specially purchased and installed HVAC equipment (not dehumidifiers), for the User, which is additional to the regular HVAC system for the Premises, the User shall be responsible for such HVAC system, and shall secure a service contract to regularly and properly maintain such HVAC system at its sole cost, expense and liability.

It is further agreed that upon receipt by Operator of the letter of commencement delivered in accordance with Section 3, the Operator shall immediately commence the work associated with the above described renovations, installations and repairs, and shall complete such work within one hundred eighty (180) calendar days following the Commencement Date. After one hundred eighty (180) calendar days, the User shall be entitled to a credit of Fifty (\$50.00) Dollars per day, until all of the work is completed in accordance with the specifications for such work. Should the User cause any delay in the performance of the work, or otherwise prevent or inhibit the Operator from performing or completing the work, then each period of delay shall not be counted against the Operator. The Operator must document the delay and have the User sign-off on such documentation, evidencing that the delay was caused by the User. And any credit received by the User, under this clause, shall serve as a dollar-for-dollar reduction in the Use Fee.

SECTION 21. USER IMPROVEMENTS; INSTALLATION AND REPAIRS BY USER: Operator agrees to consider in good faith, written plans and proposals by User to install at User's sole effort and cost: (i) upgraded office space, (ii) a break room or other meeting room, (iii) floor coating, and (iv) new fire suppression system(s); provided that any such modification is subject to, and in conformity with the Master Lease Agreement. User agrees that if the improvements are performed by the User, and/or its employees, that any and all work is first approved by the Operator, and all such work will be performed in a workmanlike manner and by a

licensed general contractor, under the guidelines of the applicable building codes and in compliance with all applicable governmental regulations. Such general contractor, including an employee of the User, must be approved by Operator in writing for compliance with the above requirements prior to the commencement of any work in the Premises. User shall be responsible for any construction defects in connection with its improvements. User's work shall be performed with minimal interference and disruption to Operator, and any neighboring property owners and other users.

Miami, Florida 33128

To Operator: Atlantic Aviation – Opa Locka, LLC
15000 N.W. 44 Avenue
Opa-Locka, Florida 33054
Attn: Hugo Cortes

with a copy to: Atlantic Aviation FBO Inc.
5201 Tennyson Pkwy, Suite 150
Plano, Texas 75024
Attn: General Counsel

SECTION 22. INTENTIONALLY LEFT BLANK

SECTION 23. ACCORD AND SATISFACTION; SET-OFFS:

Unless otherwise agreed to in this Agreement, no payment by User, or receipt by Operator, of a lesser amount than the Use Fee due hereunder shall be deemed to be other than on account of the earliest stipulated Use Fee due, or shall any endorsement or statement or any check or any letter accompanying any check or payment as Use Fee be deemed an accord and satisfaction, and Operator may accept such check or payment without prejudice to Operator's right to recover the balance of such Use Fee or pursue any other remedy provided herein or by law. Any letter accompanying such check that such lesser amount is payment in full shall be given no effect, and Operator may accept such check without prejudice to any other rights or remedies which Operator may have against User, unless the User is authorized to do so in accordance with this Agreement. There shall be no set-offs in the payment of the Use Fee or any other fee due to Operator by User.

Or to such other address as either party may designate in writing from time to time. If notice is delivered by hand, and signed by the recipient, the notice shall be deemed served on the date of such delivery. If notice is sent by courier, or by Certified Mail, then notice shall be deemed served three (3) business days after the date the notice was given to the courier or deposited in the United States Post Office receptacle, unless proof of earlier delivery is obtained or provided.

SECTION 27. INTENTIONALLY LEFT BLANK

SECTION 28. RELATIONSHIP AND RIGHTS OF THE PARTIES:

This Agreement creates only a license terminable as set forth herein. Nothing in this Agreement shall be construed or deemed to construe a grant of an interest in real property or to convey an estate or to vest property rights in User, nor shall this Agreement or its performance be interpreted to create a landlord/tenant relationship, partnership, agency, joint venture, bailment, trust or fiduciary relationship between Operator and User. The rights of the parties under this Agreement shall be cumulative, and failure on the part of either party to exercise promptly any rights given hereunder shall not operate as a waiver of any of such party's rights.

SECTION 24. BINDING TERMS: This Agreement shall bind Operator and User and their respective assigns or successors, heirs, assigns, personal representatives, or successors, as the case may be. The reference in the preceding sentence to the successors and assigns of User is not intended to constitute consent to any assignment by User, but as a reference only to those instances in which Operator may later give written consent to a particular assignment.

SECTION 29. INTENTIONALLY LEFT BLANK

SECTION 25. TIME OF ESSENCE: It is understood and agreed between the parties hereto that time is of the essence of this Agreement and this applies to all terms and conditions contained herein.

SECTION 30. INSURANCE: User agrees that it will maintain at its expense at all times during the Term in full force and effect, with insurers of recognized responsibility, minimum insurance coverage(s) as set forth on Exhibit C to this Agreement. All such required insurance, except worker's compensation, shall name Operator, along with Atlantic Aviation FBO, Inc., their respective direct and affiliated companies under common control with Atlantic Aviation FBO, Inc., the Airport, and each of their respective officers, directors, agents, as additional insureds (the "Additional Insureds") and respond on a primary basis. User and its insurance carrier(s) agree to waive all rights of subrogation in favor of the Additional Insureds, except where damage results from the negligence or willful misconduct of the Additional Insureds. Prior to commencing the use or occupancy of the Premises, User shall deliver to Operator a certificate evidencing the minimum insurance coverage required hereunder (the "Certificate"). User shall provide Operator with an updated Certificate promptly upon the renewal of any insurance policy described in the Certificate.

SECTION 26. NOTICE: All notices by the Operator or the User, to the other party, shall be delivered by either hand delivery, or by a nationally recognized courier, such as Federal Express or DHL, or by the United States Postal Service, sent Certified Mail, return receipt requested, postage prepaid, and addressed to the party as follows:

To User: Internal Services Department
Real Estate Development Division
111 N.W. First Street, Suite 2460
Miami, Florida 33128
Attention: Director

with copy to: Miami-Dade County Attorney's Office
111 N.W. First Street, 28th Floor

15

Operator agrees that it will maintain at its expense at all times during the Term in full force and effect, with insurers of recognized responsibility, adequate insurance.

SECTION 31. OPERATOR'S WORK ON BEHALF OF USER; ADDITIONAL USE FEE: It is understood and agreed between the parties hereto that any charges against User by Operator for services or for work done on the Premises by order of User or otherwise accruing under this Agreement (including for maintenance, repair, and/or replacements) shall be considered Additional Use Fee due and shall be included in any lien for Use Fee due and unpaid. Further, the parties hereby agree that before the Operator undertakes any additional work for the User not described, or otherwise contemplated by this Agreement, for which the Operator will seek compensation and/or reimbursement, the Operator shall first obtain the request for such work from the User in writing, signed by the County Mayor, or the County Mayor's designee. And absent such written documentation, the Operator shall not be entitled to any type of compensation and/or reimbursement by the User.

SECTION 32. HAZARDOUS MATERIALS: Hazardous materials as defined by local, state, and federal environmental regulations shall not be used, generated, handled, disposed of, discharged or stored on the Premises, with exception of fuel and oil on board the Aircraft, as well as cleaning and other solvents used for aircraft maintenance, provided that storage of such solvents shall be in containers that meet the specifications of applicable guidelines and regulations. In the event of a hazardous or toxic spill or release, User shall notify Operator immediately. User's obligations and liabilities under this Section shall survive the termination of this Agreement.

SECTION 33. PARTIES STATUS: User represents that it is a government entity, a political subdivision of the State of Florida, either at the time of the execution of this Agreement or thereafter, and such status as a government entity shall be maintained during the Term of this Agreement. In the event the User fails to maintain its status as a government entity, the Operator shall have the express authorization, at its sole option, to declare this Agreement in default or cancel this Agreement.

The Operator represents that it is a business entity, licensed to do business in both the State of Florida, and specifically in Miami-Dade County. The Operator acknowledges and agrees that at all times during the Term of this Agreement that it shall maintain its entity status as active and current with the appropriate state authorities. and in the event the Operator fails to maintain such status, the User shall have the express authorization, at its sole option, to declare this Agreement in default or cancel this Agreement.

SECTION 34. REPRESENTATIONS/WARRANTIES: Each party represents and warrants that the individuals executing the Agreement on its behalf are duly authorized to execute and deliver the Agreement on its behalf in accordance with the organizational documents, and that this Agreement is binding upon it in

accordance with its terms. Each party further warrants that it has the full legal power and authority to execute and enter into this Agreement and to perform all of its obligations hereunder, and the execution and commencement of this Agreement, and the performance of its obligations hereunder will not conflict with or result in a breach of, or constitute a default, under any agreement, instrument, judgment, order or decree to which it is a party or to which it may be subject. In the event either party fails to operate as an active corporation, limited liability company or partnership, or government entity, as the case may be, at any time, without limiting the foregoing, in the event of any such breach of warranty, covenant or representation, the other party may, in addition to any other remedy, may terminate this Agreement by written notice to the other party.

SECTION 35. SUBORDINATION: Operator and User hereby agree that this Agreement shall be automatically subject and subordinate to the Master Lease Agreement and nothing in this Agreement shall create or purport to create any obligations of the Airport to User, and the Airport shall be deemed an intended third-party beneficiary of this Agreement.

SECTION 36. INTENTIONALLY LEFT BLANK

SECTION 37. LIENS: User as the result of any of its actions, shall not permit any type of lien to be filed against the Premises for any reason whatsoever. This includes any type of lien for materials, labor, utilities or anything related to the Premises. If, for whatever reason, any mechanic's or other lien shall be filed against the Premises, purporting to be for labor or materials furnished or to be furnished at the request of User, then User shall, at its expense, cause such lien to be discharged of record by payment, bond or otherwise as allowed by law, within five (5) days after the filing thereof. If User shall fail to cause such lien to be discharged of record within such five (5) day period, Operator, in addition to any other rights and remedies, may, but shall not be obligated to, cause such lien to be discharged by payment, bond or otherwise, without investigation as to the validity thereof or as to any offsets or defenses thereto, and User shall, upon written demand, promptly within five (5) days after payment by Operator, pay to Operator a sum equal to the amount of such lien(s) and reimburse Operator for all amounts paid and costs incurred, including reasonable attorneys' fees and interest thereon at the maximum legal rate from the respective dates of Operator's payment in having such lien discharged of record and, further, User shall otherwise indemnify and save Operator harmless from any claim or damage resulting therefrom. User shall deliver to Operator all necessary lien releases and waivers confirming that User has paid its contractors and sub-contractors (collectively "Contractors") in full for any work performed by Contractors for User, and further that the Contractors release and waive any possible claims against the Premises associated with their work. User acknowledges that a formal notice has been recorded in the Public Records denoting this prohibition against any type of lien being placed upon Operator's property, a copy of which shall be provided to Operator simultaneously with recordation thereof. The obligations in this Section shall survive the expiration or early termination of this Agreement.

SECTION 38. CASUALTY (NATURAL DISASTER) AND EMINENT DOMAIN (CONDEMNATION):

If the entire Premises is totally destroyed as a result of a casualty, disaster (natural or otherwise) or hazard (a "Casualty Event"), the User may, at its sole option, terminate this Agreement by giving the Operator thirty (30) days' written notice, and Operator shall have no obligation to rebuild. If not terminated, Operator shall have the right to render the Premises occupiable by repairs, and during such time the User's responsibility to pay Use Fee, including any Additional Use Fee, is suspended. The Premises will be deemed totally destroyed in the event the Premises is unoccupiable and is not capable of being repaired within ninety (90) days from the date of casualty. Operator shall not be liable for any inconvenience or annoyance to User, or for any injury to the business of User, resulting from delays in repairing the damage. If the Premises is not rendered occupiable within said time, either party hereto may cancel this Agreement by written notice, effective upon the receipt of such notice.

If this Agreement is terminated as provided in this Section, all of User's obligations under this Agreement shall cease, effective from the date of termination unless such obligations continue, as described herein; provided, however, User shall remain liable for any unpaid Use Fee(s) and other fees. If this Agreement is not terminated, and if User continues to occupy any portion of the Premises after the occurrence of an event that does not totally destroy the Premises, the User shall be obligated to pay Use Fee in proportion to the square footage of the Premises which remains occupiable and utilized by the User, and the Use Fee if any, shall be reduced in proportion to the square footage of the Premises not utilized by the User. All construction and/or repairs by Operator shall be made in a manner consistent with and in accordance with all applicable codes and industry standards. Such damage shall be repaired in architecture and quality consistent with conditions existing prior to the damage and with facilities and amenities comparable to such structure being replaced. If the Premises has been changed since the Effective Date of this Agreement, but prior to the occurrence of an event damaging the Premises, Operator shall rebuild the Premises according to the new design and construction criteria established by User.

In the event the Premises, or a substantial portion thereof, is taken by any condemnation or eminent domain proceeding, whether by the Airport or otherwise (a "Taking") whereby the same is rendered un-occupiable, the parties hereto shall have the right to terminate this Agreement without further liability on the part of Operator or User as of the date of the Taking, by providing thirty (30) days written notice from the date of such Taking. If this Agreement is not terminated, and if User continues to occupy any portion of the Premise after a Taking, User shall be obligated to pay Use Fee in proportion to the square footage of the Premises which remains occupiable after a Taking, and the Use Fee shall be reduced in proportion to the square footage of the Premises rendered unoccupiable. Any award of proceeds resulting from a condemnation or sale in lieu thereof of the whole or part of the Premises will belong solely to Operator and User, as their rights

may appear, and the User hereby waives any right to make any additional claim against the Operator.

In connection with any storms, hurricanes, tornados or other natural disasters, Operator shall repair, as soon as commercially reasonable, the non-structural interior portions of the Premises to the extent damaged by such an event. During periods of hurricane or tropical storm watches and/or warnings, User may install or mount hurricane shutters or other appropriate protection on the Premises at its sole cost and expense subject to approval under the Master Lease Agreement. Any damage to the Premises as the result of taking such actions shall be repaired by User at its sole cost and expense to Operator's reasonable satisfaction.

SECTION 39. OPERATION OF PREMISES: User covenants that it will (a) continuously operate one hundred (100%) percent of the Premises during the entire Term of this Agreement (including any administrative use by a Miami-Dade County Police Department and/or agency); (b) keep the Premises open for Miami-Dade County operations, except for federal, state, and county holidays, and (c) conduct its business at all times in a manner conducive to the high reputation of a county facility. For the purpose of clarification, User shall not abandon the Premises, irrespective of the payment of Use Fee, during the term of this Agreement or any extension thereof. In the event of abandonment, meaning the User has not occupied the Premises for a period of more than ninety (90) days, except in the case of remodeling the Premises, or in the instance of a Casualty Event, or damage or destruction of the Premises (or such longer period upon prior written permission of Operator), the Operator shall have the right to terminate this Agreement and bring an action to recapture the Premises as set forth in Section 15 above.

SECTION 40. INTENTIONALLY LEFT BLANK

SECTION 41. RETURN OF PREMISES: User shall return occupancy at the termination of this Agreement in the same and in as good condition as exists on the Effective Date, except for reasonable wear and tear, damage by fire or casualty through no fault of User, and modifications expressly approved by Operator. If the Expiration Date occurs on a weekend day or a federal, state, or county holiday, the Premises shall be returned to the Operator in accordance with this Section no later than 5:00 p.m. on the business day after such weekend day or federal, state, or county holiday. On or before the specified time, User shall deliver to Operator the Premises, all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Premises, in good condition subject to reasonable wear and tear (including being broom swept/vacuumed), damage by fire or other casualty only excepted. In the event of User's failure to remove any of User's property from the Premises, Operator is hereby authorized without liability to User for loss or damage thereto, and at the sole risk and cost of User, to remove and store any of the property at User's expense, or to retain same under Operator's control or after thirty (30) days to sell at public or private sale, with notice, any or all of the property not so removed by User and to apply the net proceeds of such sale to the payment of any sum due hereunder. Operator, at its sole option, may require

User, at User's sole cost and expense, to place the Premises back to the original condition, excluding reasonable wear and tear as delivered to User on the Effective Date.

SECTION 42. MODIFICATION, INTEGRATION AND INTERPRETATION: This Agreement memorializes the entire agreement between the parties hereto and all prior negotiations. All negotiations, considerations, representations, and understandings between Operator and User are incorporated herein and may be modified or altered only by agreement in writing between Operator and User, and no act or omission of any employee or agent of Operator shall alter, change, or modify any of the provisions hereof. User specifically acknowledges that it has freely negotiated this Agreement and that it has not been influenced to enter into this transaction. User acknowledges that it has not relied upon any warranties or representations not specifically set forth in this Agreement. User specifically acknowledges that the condition of the Premises or any Building of which the Premises are a part are not a significant inducement for entering into this Agreement. In any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Agreement or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Agreement or any portion thereof. The parties to this Agreement agree that the terms of this Agreement shall not be more strictly construed against User, or more favorably for Operator, notwithstanding User's presentation of this Agreement.

SECTION 43. INTENTIONALLY LEFT BLANK

SECTION 44. RADON GAS: In compliance with §404.056, Florida Statutes, User is hereby made aware of the following: Radon Gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county public health unit.

SECTION 45. INDEPENDENT COVENANT: Each and every Use Fee obligation User is obligated for under the terms of this Agreement shall be deemed to be independent covenants to Operator and shall remain independent covenants notwithstanding any other obligation Operator may have to User under the Agreement.

SECTION 46. DELIVERIES: All loading of sizable goods and deliveries of goods shall be done only at such times, in the areas, and through the entrances, designated for such purposes by Operator. The delivery or shipping of items or large packages to and from the Premises shall be subject to such reasonable rules and regulations as in the judgment of Operator are necessary for the proper operation of the Premises. User shall advise its vendors of the delivery requirements set forth in this Section and User shall be responsible and liable for the actions of said vendors. Trailers or trucks shall not be permitted to remain parked overnight in any area of the Premises, whether loaded, unloaded or partially loaded

or unloaded. User shall be responsible for any damage to the Premises resulting from deliveries.

SECTION 47. SIGNAGE/ADVERTISING: User is financially responsible for installing, maintaining, repairing, and replacing its own signage. User may erect a wall sign within the area designated by Operator, which sign shall be subject to the prior written review and approval of Operator, which approval shall not be unreasonably withheld or delayed. Operator hereby acknowledges and agrees that the User may keep all existing wall and any permitted directional signs, as applicable, on or about the outside of the Premises, including on the outside wall of the Premises. User covenants that any and all signs shall be maintained in good condition and repair at all times.

All signs are to be constructed at User's sole cost and expense (including all costs associated with the preparation of the façade and/or removal of the existing signage and for connecting the electricity to the sign) and installed only with proper permits and approvals by licensed sign and electrical contractors, which signs shall be deemed a fixture to the Premises. User may not penetrate the Building or façade in order to install signs. If so requested, User shall be responsible for the removal of its signage, including cleaning, repairing and painting the façade behind the removed signage. Any failure to comply with the foregoing sentence shall result in the User reimbursing Operator for its cost to repair the façade.

SECTION 48. NON-WAIVER PROVISION: Any waiver on behalf of any party shall be evidenced in writing. Operator or User's failure to take advantage of, or silence regarding, any default hereunder, or breach of any term, covenant, condition, or agreement of this Agreement on the part of the Operator or User to be performed shall not be (or be construed to be) a waiver thereof. Acceptance by Operator of Use Fee or other payment hereunder shall not be construed as waiving any of Operator's rights hereunder. Likewise, the parties further agree that any custom or practice that may grow between the parties in the course of administering this Agreement cannot be construed to waive or to lessen the right of the Operator or User to insist upon the complete performance by the Operator or the User of any term, covenant, condition, or agreement hereof, or to prevent the exercise any rights given by either of them on account of any such custom or practice. Waiver of a particular default under this Agreement, or waiver of any breach of any term, condition, covenant, or agreement of this Agreement, or any leniency shown by the Operator or the User in respect thereto, shall not be construed as, or constitute a waiver of any other or subsequent defaults under this Agreement (whether the same or other agreement or condition), or a waiver of the right of either party to proceed against the other party for the same or any other subsequent default under, or breach of any other term, covenant, condition, or agreement of this Agreement.

SECTION 49. USER'S TAXES AND ASSESSMENTS: User agrees to pay to the local taxing authorities and other governmental agencies, throughout the Term of this Agreement and any renewal thereof, all personal property taxes which may be levied against

User's merchandise, trade fixtures and other personal property in and about the Premises.

SECTION 50. FORCE MAJEURE: Neither Operator nor User shall be liable for failure to perform any obligation under this Agreement, in the event it is prevented from so performing by strike, lockout, breakdown, accident, act of God, order or regulation of or by any governmental authority or failure to supply or inability by the exercise of reasonable diligence to obtain supplies, parts or employees necessary to furnish such services or because of war or other emergency or for any other cause beyond its reasonable control.

SECTION 51. INTENTIONALLY LEFT BLANK

SECTION 52. INTENTIONALLY LEFT BLANK

SECTION 53. SECURITY: User acknowledges that User assumes all responsibility and liability for the security of its own employees, agents, furniture and fixtures within the Premises. User, at its option, may enlist its own security personnel and install its own security devices within the Premises. The Operator acknowledges and agrees that it is responsible for the security for the Building and the areas outside of the Building, including but not limited to the parking lot area(s); provided, however, User and User's employees, invitees, contractors, and representatives use the parking lot and other areas of Operator's leasehold at their own risk.

SECTION 54. INTENTIONALLY LEFT BLANK

SECTION 55. NO OFFER: THE PRESENTATION AND EXECUTION OF THIS AGREEMENT BY OPERATOR SHALL BE AN OFFER WHICH MAY BE ACCEPTED BY USER, AND OPERATOR AGREES TO NOT WITHDRAW ITS OFFER UNTIL THIS LICENSE IS CONSIDERED BY THE BOARD OF COUNTY COMMISSIONERS. THIS AGREEMENT ONLY BECOMES VALID, BINDING AND EFFECTIVE UPON EXECUTION AND COMMENCEMENT OF THIS LICENSE BY BOTH OPERATOR AND USER.

SECTION 56. INTENTIONALLY LEFT BLANK

SECTION 57. MISCELLANEOUS:

- A. CAPTIONS AND SECTION NUMBERS:** The captions in this Agreement are for convenience of reference only and shall not define, modify, explain, amplify or limit the provisions, interpretation, construction, or meaning hereof.
- B. CONSTRUCTION OF CERTAIN TERMS:** As used in this Agreement, the word "person" shall mean and include where appropriate, any individual, corporation, partnership or other entity; the plural shall be substituted for the singular, and the singular for the plural, where appropriate; and words of any gender shall mean and include any other gender.

C. EXECUTION: This Agreement shall be fully executed in four (4) complete original instruments, each of which shall be deemed an original of this Agreement, and any of which may be introduced into evidence as conclusive evidence of the terms hereof or used for any other purpose without the production of the other instruments.

D. INDEMNIFICATION OBLIGATIONS; LIMITATION OF LIABILITY:

User agrees to indemnify, defend, save and hold harmless Operator, along with Atlantic Aviation FBO, Inc., their direct and indirect subsidiaries and affiliated companies under common control with Atlantic Aviation FBO, Inc., the Airport, and each of their respective officers, directors, agents, servants, contractors, invitees and employees to the full extent allowed by law including the limitations under Florida Statutes, Section 768.28 from and against any and all liabilities, demands, suits, claims, actions, arbitrations, administrative proceedings, awards, judgments, losses, fines, penalties, or damages (including, without limitation, attorneys' fees, investigative fees, expert fees, and court costs) for property damage, bodily injury, or death ("Claims") arising out of or in connection with: (i) User's performance or nonperformance, including without limitation, breach of any term, condition, covenant, or obligation herein, of this Agreement; (ii) User's use and occupancy of the Premises; (iii) User's use of or activities at the Airport or other facilities of the Airport Authority; (iv) any release or spill of hazardous or toxic materials, petroleum, and/or regulated substances; or (v) the acts or omissions of User or its officers, employees, agents, representatives, contractors, subcontractors, sublessees, suppliers, licensees, customers, invitees, and guests or any other person or entity whom User controls or has the right to control or who is acting through or on behalf of User, regardless of where Claims may occur, except to the extent caused solely by the negligence or willful misconduct of Operator.

Operator and User acknowledges that User's liability for tort claims is limited under Fla. Stat. § 768.28 to the limits of the insurance coverage required in Section 30 and Exhibit C.

Operator covenants and agrees to repair, or cause to be repaired, at Operator's own cost and expense, any damage to the Aircraft to the extent such damage is caused solely by the negligence or willful misconduct of Operator while performing towing, fueling and/or detailing services on or proximate to the Aircraft. Except as specifically provided herein, Operator shall have no obligation to keep, maintain or secure User's property, and User assumes all risk of loss or damage to its property located in the Premises.

THE PARTIES AGREE THAT UNDER NO CIRCUMSTANCES SHALL THE AIRPORT, OPERATOR, ATLANTIC AVIATION FBO, INC., THEIR RESPECTIVE DIRECT AND INDIRECT SUBSIDIARIES AND AFFILIATED COMPANIES UNDER COMMON CONTROL WITH ATLANTIC AVIATION FBO, INC., BE LIABLE TO USER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF USE, LOST PROFITS OR DIMINUTION IN VALUE) WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE).

The limitations and liabilities set forth in this Section 57.D. shall apply to User and the Aircraft at any location that is operated or managed by Operator, Atlantic Aviation FBO, Inc., or any of their respective direct and indirect subsidiaries or affiliated companies under common control with Atlantic Aviation FBO, Inc.

- E. INTENTIONALLY LEFT BLANK**
- F. SUCCESSORS AND ASSIGNS:** The covenants and agreements of this Agreement shall, subject to the terms of this Agreement to the contrary, be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, as the case may be.
- G. PARTIAL INVALIDITY OR UNENFORCEABILITY:** The invalidity of one or more of the provisions of this Agreement shall not affect the remaining portions of this Agreement; and, if any one or more of the provisions of this Agreement should be declared invalid by final order, decree or judgment of a court of competent jurisdiction, this Agreement shall be construed as if such invalid provisions had not been included in this Agreement.
- H. BROKERS:** Operator and User acknowledge that they have not dealt with any other broker.
- I. GOVERNING LAW:** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida and venue for all actions shall lie in Miami-Dade County, Florida.
- J. ENTIRE AGREEMENT:** This Agreement, including the Basic Agreement Provisions and Standard Agreement Provisions and all exhibits attached hereto, contains the entire agreement of the parties hereto with respect to the matters covered thereby. This Agreement cancels, voids and nullifies all prior licenses, lease agreements, addendums, written agreements and oral agreements between the parties. This Agreement may not be amended, modified or supplemented except by written instrument executed by Operator and User.
- K. SURVIVAL:** Sections 5, 15, 16, 17, 30, 32, 38, 41, 49 and 57 and the right of Operator to collect Use Fee due and owing shall survive and continue in full force in accordance with the terms of this Agreement notwithstanding any expiration or termination of this Agreement or the Master Lease Agreement.
- L. TELECOPIED AND EMAILED SIGNATURE PAGES:** In order to expedite the transaction contemplated herein, telecopied or emailed signatures may be used temporarily in place of original signatures on this Agreement while the original document and signatures are being delivered. The parties intend to be temporarily bound by the signatures on the telecopied document, are aware that the other party will briefly rely on the telecopied or emailed signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement, for a short-term period, based on the form of signature.
- M. CALENDAR DAYS:** Any mention in this Agreement of a period of days for performance, unless otherwise described in this Agreement, shall mean calendar days.
- N. SINGLE OCCUPANCY RESTROOM:** The Operator hereby acknowledges and agrees that any single occupancy restroom located on the Premises must have signage that is created in accordance with the User's gender neutral or inclusive signage on or near the opening of such single occupancy restroom.
- O. HURRICANE/TROPICAL STORM PROCEDURES:** It is the express sole obligation and responsibility of User to provide for the safety, security and evacuation of its Aircraft, equipment and staff during any approaching storm, hurricane or other weather event. User will be responsible for developing a Hurricane Plan and make arrangements to remove the Aircraft from the Premises prior to such event and relocate the Aircraft to a location out of the event's projected path.
- If User refuses to remove the Aircraft or other property from the Premises, User agrees to comply with and abide by any provisions for storm or hurricane preparedness required by Operator, in Operator's sole discretion, necessary for the safety and security of the Aircraft, Airport, Operator's facility, the Premises or neighboring aircraft and property, if any. Notwithstanding the foregoing, if the User elects to remain in the Premises during, or in the advance of, a hurricane or other weather event, despite the Operator's encouragement and/or warnings to remove the Aircraft and/or other property from the Premises, the User hereby acknowledges that it shall remain at its own risk and peril, and further acknowledges and agrees that the Operator may not have any available personnel to assist the User in any form or capacity, including, but not limited to, providing fuel to the Aircraft. Further, the parties agree that the Operator

shall not be liable for any damages, including without limitation, to User's property or Aircraft if User fails to remove the Aircraft prior to any hurricane or other weather event.

User acknowledges that there is no guarantee of the Aircraft's safety, and that Operator will assume no liability for damage to User's Aircraft or property resulting from the hurricane or other weather event. User acknowledges that the limitation of Operator's liability set forth in Article 6 of this Agreement shall apply to damage to User's Aircraft or property resulting from the weather event. User will be liable for any damages that are caused by the Aircraft or other property remaining on the Premises.

**[REMAINDER OF PAGE WAS LEFT INTENTIONALLY
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[ONLY THE SIGNATURE PAGE AND EXHIBITS
REMAIN]**

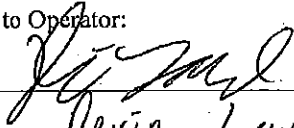
IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement, under seal, for the purpose herein expressed, the day and year above written.

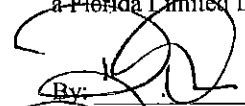
WITNESSED BY:

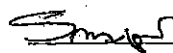
OPERATOR:

As to Operator:

ATLANTIC AVIATION-OPA LOCKA LLC
a Florida Limited Liability Company


Print: Devin Lawrence


By: _____


Print: Seth Mager

RICHARD D. THACKER
REGIONAL DIRECTOR
12 DEC. 2019

(OFFICIAL SEAL)

USER:

ATTEST:

MIAMI-DADE COUNTY,
A POLITICAL SUBDIVISION OF THE STATE
OF FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

By: _____
Carlos A. Gimenez
County Mayor

Approved for Legal Sufficiency

EXHIBIT A

Premises



EXHIBIT B

Rules and Regulations

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

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

Exhibit C

USER INSURANCE COVERAGE

Airport Liability: Airport Liability Insurance which provides liability insurance coverage for bodily injury and property damage arising from User's use or occupancy of the Premises provided for under the terms of this Agreement in an amount not less than fifty million dollars (\$50,000,000) each occurrence and in the annual aggregate in accordance with industry standards. Such insurance shall include war risks, hijack and other perils liability coverage to the extent such is commercially available.

Aircraft Liability and Physical Damage: The following insurance requirements shall apply to all Aircraft (including any substitute aircraft) identified on the Summary of Terms:

(i) Liability insurance for the Aircraft, both in flight and not in flight, with limits not less than five million dollars (\$5,000,000) for each occurrence, including bodily injury (including passenger bodily injury), property damage and personal injury liability damage arising from User's operations, including the ownership, maintenance or use of Aircraft or use or occupancy of the Premises under the terms of this Agreement in an amount not less than five million dollars (\$5,000,000) each occurrence and in the annual aggregate in accordance with industry standards. Such insurance shall include war risks, hijack and other perils liability coverage to the extent such is commercially available;

(ii) All risk ground and flight physical damage insurance covering the Aircraft and personal property therein against any loss, theft or damage. Such insurance shall include war risks, hijack and other perils liability coverage to the extent such is commercially available;

(iii) Liability coverage for automobiles on Airport premises.

Property Insurance: User does not wish to insure its contents in the Premises, except as what otherwise maybe covered under the Aircraft Liability and Physical Damage policies. User agrees that in no event is the Operator liable for any loss, damage, theft or other taking or destruction of User's property located in, or around the Premises, except as provided in Section 9 of this Agreement.

Worker's Compensation: [Self-insured]

Automobile Liability Insurance: [Self-insured]

The above-referenced policies, except worker's compensation and property insurance, shall name Operator, Atlantic Aviation FBO Inc., their respective direct and indirect subsidiaries and affiliated companies under common control with Atlantic Aviation FBO Inc., the Airport and each of their respective officers, directors, employees, agents, servants and contractors as Additional Insureds and shall include Waiver of Subrogation in favor of Additional Insureds. Coverage shall be primary and non-contributory.