BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

PLACEMENT: DEPARTMENTAL
PRESET: ATLANTIC AVIATION-STUART LLC IS REQUESTING COUNTY CONSENT TO AN OFFICE SPACE LICENSE AGREEMENT WITH JETLOAN CAPITAL, LLC

AGENDA ITEM DATES:

<table>
<thead>
<tr>
<th>MEETING DATE:</th>
<th>COUNTY ATTORNEY:</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/18/2017</td>
<td>6/26/2017</td>
</tr>
<tr>
<td>COMPLETED DATE:</td>
<td>ASSISTANT COUNTY ADMINISTRATOR:</td>
</tr>
<tr>
<td>7/6/2017</td>
<td>7/3/2017</td>
</tr>
</tbody>
</table>

REQUESTED BY: DEPARTMENT: PREPARED BY:

| Name: George Stokus, Airport Manager | Engineering | Carla Segura |
| Name: Real Property Manager         |             |              |

Procedures: None

EXECUTIVE SUMMARY:

Estimated staff presentation: 10 minutes. Atlantic Aviation-Stuart LLC (Atlantic) requests Board of County Commissioners consent to a new License Agreement with JetLoan Capital, LLC, a Florida Limited Liability Company. The Office License Agreement is for office space in Suite 108.

APPROVAL:
LEG
ACA
CA

BACKGROUND/RELATED STRATEGIC GOAL:
Atlantic Aviation-Stuart LLC (Atlantic), LLC entered into a Fixed Base Operators Lease (FBOL) with Martin County dated March 26, 1996. Atlantic IX, Paragraph F of the FBOL provides that any subletting of a portion of the Leased Premises requires written consent of Martin County, which consent shall not be unreasonably withheld.

FBOL was originally entered into on March 26, 1996. Article IX, Paragraph F of the FBOL provides that any subletting of a portion of the Leased Premises requires written consent of Martin County, which consent shall not be unreasonably withheld.

Atlantic is presenting for Board consent a new License Agreement with JetLoan Capital, LLC for suite #108 in the main terminal. The tenant will utilize the space solely for office space.

The License Agreement is subject to and in accordance with the Airport’s Minimum Standards. The Airport Manager has confirmed there are no Minimum Standard issues since there is no aeronautical activity on Martin County Airport/Witham Field contemplated by the License Agreement.

The initial term of the License Agreement is for one year beginning on May 1, 2017 and ending on May 1, 2018

**ISSUES:**

The License Agreement follows the form template agreement which was presented to the Board of County Commissioners and approved on June 23, 2015. The License Agreement rent is contained in a separate Memorandum of License that is not included.

The County’s ability to limit aircraft operations and commercial activities at the Airport is outlined in the attached letter from the Federal Aviation Administration dated November 29, 2012.

**LEGAL SUFFICIENCY REVIEW:**

The Courts in Florida have held that a requirement that the Lessor consent to an assignment or sublease of a lease cannot be unreasonably withheld even if the language in the lease does not specifically state such a requirement for the consent. Withholding consent which fails the test for commercial reasonableness and good faith constitutes a breach of the lease. The Courts have laid out factors for consideration in applying the standards of good faith and commercial reasonableness, which are:

1. Financial responsibility of the proposed subtenant (or assignee);
2. The “identity” or “business character” of the proposed subtenant (or assignee), i.e. suitability for the particular building;
3. The need for alteration of the premises;
4. The legality of the proposed use; and
5. The nature of the occupancy, i.e. office, factory, clinic, etc.
The Courts have held that denying consent solely on the basis of personal taste, convenience or sensibility or in order that the Lessor may charge a higher rent than originally contracted for are arbitrary reasons failing the tests of good faith and reasonableness for commercial leases.

The Courts have held that by unreasonably withholding consent to a proposed sublease or assignment of lease, the Lessor breaches the lease and the Lessee is entitled to reasonable consequential damages as a result of the breach. Such a breach will also not render the assignment or sublease invalid, nor would it terminate the lease.

RECOMMENDED ACTION:

RECOMMENDATION
Move that the Board consent to the new License Agreement (Office Space) between Atlantic Aviation-Stuart LLC and JetLoan Capital, LLC.

ALTERNATIVE RECOMMENDATIONS
None

FISCAL IMPACT:

RECOMMENDATION
None

ALTERNATIVE RECOMMENDATIONS
None

DOCUMENT(S) REQUIRING ACTION:

- Budget Transfer / Amendment
- Chair Letter
- Contract / Agreement
- Grant / Application
- Notice
- Ordinance
- Resolution
- Other:

ROUTING:

- ADM
- BLD
- CDD
- COM
- ENG
- FRD
- GMD
- GSD
- ITS
- LIB
- MCA
- MPO
- PRD
- USD
- CA
- ACA
- LEG

X
<table>
<thead>
<tr>
<th><strong>Contract No.</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Airport</strong></td>
<td>Witham Field (KSUA)</td>
</tr>
</tbody>
</table>
| **Operator**    | Atlantic Aviation-Stuart, LLC  
|                 | 2240 SE Witham Field Dr.  
|                 | Stuart, Florida 34996 |
| **Master Lease Agreement(s)** | See Exhibit B |
| **Facility**    | Atlantic Aviation-Stuart LLC  
|                 | 2240 SE Witham Field Dr. Suite 108  
|                 | Stuart, Florida 34996 |
| **User**        | Name: JetLoan Capital, LLC  
|                 | Address: 2240 SE Witham Field Dr. Stuart, FL 34996 |
|                 | Contact: Sam Harris  
|                 | Phone: 561-422-4554  
|                 | Fax: 513-297-6075  
|                 | Email: sharris@jetloancapital.com |
| **Description of Space** | Suite #108 in main terminal |
| **Purpose for use of Space** | Financial Services |
| **Effective Date** | 5/1/17 |
| **Initial Term** | One Year |

IN WITNESS WHEREOF, the parties have executed this Summary of Terms, Memorandum of License, and the attached License Agreement as of the Effective Date and the person executing this Summary of Terms on behalf of User represents and warrants that he or she has full power and authority to do so.

**OPERATOR**

By:  
Print Name: David Smith  
Title: GM  
Date: 5/5/17

**USER**

By:  
Print Name: Samuel F. Harris  
Title: President  
Date: 5-5-17
LICENCE AGREEMENT
(Office Space)

This LICENCE AGREEMENT ("Agreement") is entered into as of the Effective Date by and between the Operator and User. Capitalized terms used herein without definition shall have the meaning ascribed to such terms in the Summary of Terms to which this Agreement is attached.

1. Right to Use Space.

1.1 Operator grants User a temporary right to use and occupy the Space described in the Summary of Terms. User accepts the Space in its "as-is" condition.

1.2 The Space shall be used exclusively for the purpose(s) set forth in the Summary of Terms. 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.

1.3 User's rights granted herein are subject and subordinate to the terms and conditions of the Master Lease Agreement. Subject to Section 8.13 below, User shall comply with the rules and regulations set forth on Schedule 1 to this Agreement, if any, specifying additional terms, conditions and obligations of User as they relate to the Master Lease Agreement. User shall abide by all reasonable rules and regulations governing the use of the Space under the Master Lease Agreement. Nothing in this Agreement shall create or purport to create any obligations of Martin County to User, and Martin County shall be deemed an intended third party beneficiary of this Agreement.

1.4 Subject to Section 8.12 below, User shall keep and maintain the Space 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 Space unless such repair is necessitated by the fault or neglect of User. Subject to Section 8.10 below, User shall not make any alterations or additions to the Space, or inscribe, paint, affix or display on any part of the Space any sign, advertisement or notice, including window displays, 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 the User and modifications expressly approved by Operator.

1.5 Operator reserves the right to enter the Space at all reasonable times for the purpose of making any inspection it may deem appropriate to the 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 Space.

1.6 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 the User, nor shall this Agreement or its performance be interpreted to create a landlord/tenant, partnership, agency, joint venture, bailment, trust or fiduciary relationship between Operator and User.

2. User Fees.

2.1 User shall pay to Operator the monthly fees set forth in the Memorandum of License ("User Fees"), in advance, on the first day of each month during the Term in consideration of User's use and occupancy of the Space for the Term. User Fees shall be prorated on a daily rate basis for any partial month during the Term.

2.2 User agrees that the User Fees shall be subject to review and adjustment by the Operator at one (1) year intervals following the Initial Term of the Agreement or from time to time by giving User not less than sixty (60) days written notice. After the effective date set forth in said notice, the new User Fees shall become effective automatically for all purposes, unless and until further adjustments are made to the User Fees in accordance with this Section 2.2.

2.3 User shall be liable for all taxes and fees owed on or by User's personal business. Under no circumstances shall Operator be liable for or required to pay any tax or fee owed by User.

2.4 Unless otherwise indicated in the Memorandum of License, Operator shall pay for all water, heat, light, power, air conditioning, and User shall pay for all other utilities and, if applicable, trash disposal.

2.5 If User fails to pay any User Fees 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 percent (5%) of the amount not so paid when due. In addition, any Fees or other amounts to be
paid by User pursuant to this Agreement which are not paid 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. Such interest shall constitute additional User Fees due and payable to Operator by User upon the date of payment of the deliquent payment referenced above.

3. Term and Termination.

3.1 This Agreement shall commence on the Effective Date and continue for the period of time set forth in the Summary of Terms (the "Initial Term"). After the Initial Term, this Agreement shall continue in effect from year to year, being automatically renewed after each year (each a "Renewal Term"), unless either party gives written notice of termination, with or without cause, to the other party at least sixty (60) days prior to the end of the Initial Term or any Renewal Term thereafter. The Initial Term together with each Renewal Term is referred to as the "Term."

3.2 Operator may terminate this Agreement at any time upon sixty (60) days prior written notice to User.

3.3 This Agreement will automatically terminate upon the termination or expiration of the Master Lease Agreement for any reason or as otherwise expressly directed in writing by Martin County, and no damages, monies or compensation will be owed to the User by the Operator.

3.4 Events of Default. Each of the following events shall constitute a default under this Agreement on the part of User:

(a) the failure of User to pay and deliver to Operator any payment after same is due and fails to cure such default within five (5) business days after the Operator gives User written notice of such default; provided, that, Operator shall only be obligated to provide such notice and opportunity to cure two (2) times during any consecutive twelve (12) month period;

(b) the failure of User to comply with any other provision of this Agreement as soon as reasonably practical and in any event within five (5) business days after written demand by Operator, except that if any non-monetary failure is not capable of being cured within such five (5) business day period, User shall be given a reasonable time to cure such failure so long as User has timely commenced curing such failure within the five (5) business day period and thereafter diligently proceeds to cure such failure as promptly as possible; and

(c) the filing of any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy act shall be filed by or against User or any voluntary or involuntary proceedings in any court shall be instituted to declare User insolvent or unable to pay User’s debts, and in the case of any involuntary petition or proceeding if same is not dismissed within ninety (90) days from the date it is filed, or if User makes an assignment for the benefit of its creditors, or if a receiver is appointed for any property of User or if User’s interest hereunder is levied upon execution or its attached by process of law and not discharged or dismissed within ninety (90) days.

3.5 Operator may terminate this Agreement upon prior written notice to User in the event of any default by User. User shall remove all of User’s property from the Space and pay to Operator all outstanding User Fees and other charges due and owing Operator under this Agreement as promptly as practicable after the effective date of termination, but in all cases within five (5) business days of the effective date of termination. If User should fail to vacate the Space within such period, User shall be deemed to be a trespasser and Operator may peaceably enter upon the Space and remove User’s property without further notice, demand or court proceeding and without liability to User. Operator shall be under no duty or obligation to store or maintain any of User’s property at any time and shall not be liable to User for any damage to or destruction of such property. If Operator stores the property, User shall be liable to Operator for the costs of transportation and storage.

4. No Assignment or Sublicense. Subject to Section 8.8 below, User shall not assign, sublicense, or otherwise transfer this Agreement or its rights or obligations hereunder, or permit occupancy or use of the Space, in whole or in part, by another party without Operator’s prior written consent, which consent will not be unreasonably withheld, delayed or conditioned. Any attempted assignment, sublicense, or other transfer without Operator’s prior written consent shall be null and void.

5. Insurance.

5.1 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
Schedule 2 to this Agreement. Each such policy shall name Operator, Atlantic Aviation FBO, Inc., their respective direct and indirect subsidiaries and affiliated companies under common control with Atlantic Aviation FBO, Inc., Martin County, and each of their respective officers, directors, agents, servants and employees as an additional insured (the “Additional Insured’s”). Such insurance shall be primary insurance to any other insurance available to the Additional Insured’s. If User fails to perform any of its obligations regarding the acquisition and maintenance of insurance, Operator may perform the same and the cost of same shall be payable by User upon Operator’s demand. User acknowledges that its potential liability under this Agreement is not limited to the amount of insurance coverage it maintains or the limits required herein.

5.2 Operator agrees, that during the Term, it will maintain at its expense at all times in full force and effect, with insurers of recognized responsibility, minimum insurance coverage(s) as required by the Master Lease Agreement. Upon thirty (30) days written notice by the User, the Operator will provide User with a certificate of Operator’s insurance coverage. Operator is required to respond to a request from User for a copy of such insurance certificate only one (1) time per calendar year.


6.1 Any and all injury, breakage, or damage to the Space or the real property of which the Space is a part, arising from any act or omission of User or its agents, contractors, servants, invitees, or employees, may be repaired by Operator at the sole expense of User.

6.2 User agrees to indemnify, save and hold harmless the Additional Insured’s from any and all liabilities, expenses, causes of action, damages, and/or reasonable attorney’s fees resulting from or arising out of any of User’s duties, operations, occupancy, or use of the Space, or from any act or omission of User’s agents, contractors, servants, invitees, or employees. This indemnity shall apply and protect the Additional insured’s whether or not the Additional insured’s were negligent or their actions or failures to act contributed to such liability, expense, cause of action or damage.

7. Disclaimers of Liability.

7.1 All personal property of User, its agents, contractors, servants, invitees or employees, in and on the Space or any part of the real property on which the Space is located, shall be and remain therein under any and all circumstances at the sole risk of said parties and Operator shall in no event be liable to any such person or party for any damage to, or loss thereof.

7.2 Operator shall not be liable for any personal injury to User, User’s agents, contractors, servants, invitees or employees arising from the use and condition of the Space or any part of the real property on which the Space is located.

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

8. Miscellaneous.

8.1 No delay, waiver, omission, or forbearance on the part of Operator to exercise any right or power arising from any breach or default by User under this Agreement will constitute or be deemed a waiver by Operator of any such right or power including, without limitation, the right to declare User in default hereunder for any subsequent breach. To the extent that User enjoys any sovereign or analogous immunity pursuant to any domestic laws, as the same may be amended from time to time (or the benefit of any aspect thereof) with respect to this Agreement or User’s obligations hereunder, User hereby irrevocably waives such immunity.

8.2 This Agreement, together with the Summary of Terms, Memorandum of License, and the Schedules hereto, constitutes the entire agreement of the parties hereto and shall not be supplemented, amended or modified except by a written instrument duly executed by the parties hereto.

8.3 This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction where the Space is located, without regard to its conflicts of laws rules.
8.4 This Agreement may be executed by facsimile transmission, in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

8.5 User and Operator hereby voluntarily submit themselves to the jurisdiction of the Federal and State courts situated in the jurisdiction in which the Space is located for the resolution of any dispute arising under this Agreement, and User and Operator expressly waive any defense or claim of inconvenient forum. User shall pay Operator's fees and expenses, including reasonable attorney's fees and court costs, should Operator prevail in any suit or action brought for the collection or payment of any unpaid User Fees or other fees, charges, taxes or expenses due Operator under this Agreement.

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

8.7 The parties to this Agreement recognize and agree that the approval of this Agreement by the Board of County Commissioners of Martin County is conditioned upon the representations by Operator that this Agreement, to include the Summary of Terms and the Memorandum of License that was not disclosed to the Board of County Commissioners, is subordinate to the Master Lease Agreement and that this Agreement is consistent with, and not in conflict with, any of the terms of the Master Lease Agreement.

8.8 Any assignment or sublicense of this Agreement shall be subject to the prior approval of the Board of County Commissioners of Martin County.

8.9 The parties agree that should the entire Space be taken or condemned by any competent authority for any public or quasi-public use or purpose during the Term, then this Agreement shall terminate as of the date when possession is required for public use, unless Operator, at its option, provides equal suitable space which shall be substituted for the Space.

8.10 User shall have no power to subject the Space to any mechanic's, construction, or materialmen's liens or liens of any kind. Any lien filed against the Space in violation of this paragraph shall be null and void and of no force or effect.

8.11 Under no circumstances shall the Space be used for any Fixed Base Operation or Aviation Fuel service. User shall not use the Space for any purpose in violation of any law, municipal ordinance, regulation, Airport Minimum Standard, or provision in the Master Lease Agreement, nor shall User perform any acts or carry on any practices which may injure the Space or the building in which the Space is located, or be a nuisance, disturbance or menace to other users.

8.12 User shall comply with all statutes, ordinances, rules, regulations and requirements of the federal, state, county or city government departments or bureaus exercising jurisdiction over the Space, including FAA regulations and rules and regulations of the Airport, and shall comply with all rules and regulations promulgated by Operator of which User is notified, including without limitation rules and procedures established for the safety and security of aircraft, crew and passengers in the event of an approaching storm, whether or not such storm is forecast to or actually reaches hurricane status. The User acknowledges that pursuant to the terms of the Master Lease Agreement, Martin County reserves the right to itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Space, together with the right to cause in the airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for the navigation of or flight in the airspace, and for the use of the airspace for landing on, taking off from or operating within the Airport.

8.13 It is acknowledged that this is a sub-agreement, and that Operator has leased under the Master Lease Agreement certain property which includes the Space from Martin County, the owner of the Airport. This Agreement shall be subordinate to the Master Lease Agreement and any amendments thereto. User shall be bound by the terms and conditions of the Master Lease Agreement, and shall not do anything which will result in a default by Operator under the Master Lease Agreement, and shall comply with all applicable provisions of the Master Lease Agreement and this Agreement shall be subject to the approval of the Board of County Commissioners of Martin County.
8.14 User is aware that the Federal Aviation Administration regulates the use of airports. User, in exercising any of the rights or privileges herein granted to it, shall not on the grounds of race, color or natural origin discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of the Regulations of the Secretary of Transportation. Operator is hereby granted the right to take such action, anything to the contrary herein notwithstanding, as the United States may direct in enforcing this non-discrimination covenant.

* * *
SCHEDULE 1
RULES AND REGULATIONS

Exhibit A: Martin County Airport / Witham Field Operating Rules and Regulations

Exhibit B: Fixed Base Operators Lease with Martin County dated March 26, 1996, as amended

Exhibit C: Martin County Airport / Witham Field Minimum Standards for Aeronautical Activities

The above Exhibits are on file in the Airport Directors Office

Exhibit D: Martin County Airport / Witham Field Minimum Standards for Insurance Requirements (Attached)
SCHEDULE 2
USER INSURANCE COVERAGE

Commercial General Liability: Commercial General Liability Insurance which provides liability insurance coverage for bodily injury and property damage arising from User's use or occupancy of the Space provided for under the terms of this Agreement in an amount not less than one million dollars ($1,000,000) 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.

Property Insurance: Property Insurance in sufficient coverage amounts to insure against loss of or damage to all owned, leased and/or borrowed tools, equipment and other property of User and its agents, invitees and employees and coverage as is reasonable for loss of or damage to tools, equipment and property of third parties. Failure of the Customer to secure and maintain such insurance shall not, in any manner, obligate or render Operator, its agents or employees liable for claims of User or any third party for loss of or damage to such property.

Worker's Compensation:

Coverage A Workers Compensation – to statutory requirements

Coverage B Employers Liability – coverage limit of not less than One million dollars ($1,000,000)

Automobile Liability Insurance: Automobile Liability Insurance to a minimum limit of five hundred thousand dollars ($500,000) per occurrence for all of User's owned, non-owned or hired vehicles operating on or proximate to the Airport premises. If User's activities require vehicle access and/or support equipment access to any areas of the Airport where aircraft are stored, serviced or operated, User shall further be required to obtain Comprehensive Automobile Liability coverage in an amount not less than one million dollars ($1,000,000).

Hangar Keepers Liability Insurance: Hangar Keepers Liability Insurance to a minimum limit of two million dollars ($2,000,000) as required per Exhibit D for certain types of operators.
EXHIBIT "B"

ACI FBO LEASE

ON FILE IN

AIRPORT DIRECTORS OFFICE
EXHIBIT "C"

MINIMUM STANDARDS FOR AERONAUTICAL ACTIVITIES

ON FILE IN

AIRPORT DIRECTORS OFFICE
# INSURANCE REQUIREMENTS

## MINIMUM STANDARDS FOR

## EXHIBIT D

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Garage</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>Office</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>Warehouse</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>Store</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>Factory</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>Equipment</td>
<td>$5,000,000</td>
</tr>
</tbody>
</table>

**Approved 5/26/98**
## GENERAL CHANGE ENDORSEMENT

<table>
<thead>
<tr>
<th>NAME AND ADDRESS OF PRODUCER</th>
<th>INSURANCE COMPANY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preferred Aviation Underwriter</td>
<td>Granite State Insurance Company</td>
</tr>
<tr>
<td>3321 N Berkley Lake Rd Ste 200</td>
<td>(a capital stock company)</td>
</tr>
<tr>
<td>Duluth, GA 30096</td>
<td>175 Water Street - 18th Floor.</td>
</tr>
<tr>
<td>770-476-1980</td>
<td>New York, NY 10038</td>
</tr>
<tr>
<td>0000093575</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NAME AND MAILING ADDRESS OF INSURED</th>
<th>POLICY NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>JETLOAN CAPITAL, LLC</td>
<td>02-LX-066415023-1/002</td>
</tr>
<tr>
<td>2240 WITHAM FIELD DR., SUITE 108</td>
<td></td>
</tr>
<tr>
<td>STUART, FL 34996</td>
<td></td>
</tr>
</tbody>
</table>

POLICY PERIOD
FROM: 01-07-17 TO: 01-07-18
at 12:01 A.M. standard time at the mailing address shown.

EFFECTIVE 05-05-17 THIS POLICY IS AMENDED AS SHOWN

### COMMERCIAL PROPERTY
For an additional/return premium, the items below are changed as indicated:

AMEND NAMED INSURED AS SHOWN ABOVE

BY: [Signature]

AUTHORIZED REPRESENTATIVE
Introduction

- Witham Field/Martin County Airport is a General Aviation Airport.

- General Aviation:
  - Is all civil aviation operations other than scheduled air services and non-scheduled air transport operations for remuneration or hire. General aviation flights range from gliders and powered parachutes to corporate jet flights.

- The majority of the world’s air traffic falls into this category, and most of the world’s airports serve general aviation exclusively.
Commercial Service

- Martin County Airport will only become a Commercial Airport if the BoCC wants it to be.
- BoCC determines the role of the airport.
  - Resolution 2-6.20
  - 49USC 44706
    - Section A
    - Section F
- This is the only aeronautical Activity the Board can restrict under the Federal Grant Assurances and Obligations.
Airport Operations

- Operations have been declining since 2002
- 70,850 fewer flights into Witham Field since 2002
- Open V Configuration
  - PANCAP – 335,000
  - PHOCAP
    - IFR – 70
    - VFR – 136
Grant Assurances and Federal Regulations

- Grant Assurances
  - 39 Items that airport sponsor (BoCC) obligates itself to do upon acceptance of Federal Grants
  - 20 Year Term from last grant

- Airport Compliance Manual
  - Ensures airport sponsor's compliance with the Federal Grant Assurances and Obligations

- Airport Master Plan
  - Concept of the long-term development of an airport.
  - Provides guidelines for future airport development that will satisfy aviation demand in a financially feasible manner, while at the same time resolving aviation, environmental, and socioeconomic issues existing in a community (FAA AC 150/5070-6B)

- Airport Layout Plan
  - A graphical representation of the Airport Master Plan
Airport Noise

- Aircraft Noise
  - Effective sound output of the various sources of noise associated with aircraft

- (DNL)
In simple terms, Ldn or DNL is the average noise level over a 24 hour period except that noise occurring at night (between the hours of 10PM and 7AM) are artificially increased by 10 dB. This weighting reflects the added intrusiveness of night noise events attributable to the fact that community background noise typically decreases by 10 dB at night.

- Under Federal Aviation Regulation (FAR) Part 150, the FAA has established Ldn/DNL as the cumulative noise exposure metric for use in airport noise analyses, and has developed recommended guidelines for noise/land use compatibility evaluation.
Airport Noise

FAA 150 STUDY (2002)
- Airport Noise Advisory Committee
  - 13 Member Committee
  - Makes recommendations to the BoCC concerning implementation of operational and land use mitigation measures.
- Standard Departure Routes
- Voluntary Curfew
- NBAA Close-in departure and arrival procedures
- HAP Program

VOLUNTARY CURFEW
- 11:00 P.M. – 7:00 A.M.
- Voluntary (not mandatory)
- 98.7% compliance
  - Majority of Operations within the voluntary curfew occur between 11 pm-12 am and 6-7am.
- Departure Routes have gotten narrower over the years
Noise Compatibility Program Update

- Updated the 2002 FAA 150 Study
  - Incorporates the 2010 Noise Exposure Maps
- County did the following:
  - Adopted the 60 DNL Std. (2002)
  - Incorporated Land Development Regulations (2012)
  - Applied for a noise mitigation grant with the FAA (2012)
Martin County

Airport Study
Lease / Sub-Leases

Disclaimer
“This Geographic Information System Map Product, received from Martin County (“COUNTY”) in fulfillment of a public records request is provided “as is” without warranty of any kind, and the COUNTY expressly disclaims all express and implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. The COUNTY does not warrant, guarantee, or make any representations regarding the use, or the results of the use, of the information provided to you by the COUNTY in terms of correctness, accuracy, reliability, timeliness or otherwise. The entire risk as to the results and performance of any information obtained from the COUNTY is entirely assumed by the recipient.”

Project Name: G:\projects\eng\survey\airport\mxd\Airport_Study_Leases_20151110.mxd
Plot Location: G:\projects\eng\survey\airport\pdf\Airport_Study_Leases_20151110.pdf
Created By: Thomas Walker (ENG Dept)
Plot Date: November 10, 2015

Legend
- Roads
- Airport Jurisdictional Boundary Line
- Owners
  - Atlantic Aviation
  - Martin County Field Operations Center
  - Stuart Jet Center
  - Triumph
  - Witham Aero Club
  - Sheriff's Hangar
  - LifeStar's Hangar

Airport Jurisdictional Boundary by GCY, Inc.
Dated September 12, 2013
Recorded in Map Book 1, Page 1, Public Records of Martin County, Florida

Southerly Jurisdictional Boundary Line
November 29, 2012

Mr. George Stokus  
Airport Director  
Martin County Airport  
1871 S.E. Airport Road  
Stuart, FL 34996-4012

Dear Mr. Stokus:

RE: Airport Access at Martin County Airport (SUA); Stuart, Florida

This letter responds to your November 20, 2012 e-mail correspondence asking the Federal Aviation Administration (FAA) several questions about unjust discrimination. Your questions are listed below in bold italics, and followed by our responses.

To what extent can the county limit aircraft operations and commercial activities at the airport?
The County may not limit aircraft operations or commercial activities at the airport. The County is obligated to the federal government to provide aeronautical access to the airport through both federal grant assurances and the Surplus Property Agreement. Federal Grant Assurances, which are attached for your reference, are included with each Airport Improvement Program Grant the County receives. By executing (signing) the grant, the County agrees to abide by these grant assurances for the duration of the useful life of the constructed project, which is typically twenty years. Specifically, Grant Assurance 22, a-b, states:

It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport. In any agreement, contract, lease, or other arrangement under which a right or privileges at the airport is granted to a person, firm, or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions to 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to
make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

In addition, by accepting the Surplus Property Agreement of 1947, which conveyed the airport property, including buildings and runways constructed for the War effort, the County agreed to use the property as an airport with public access. This Agreement requires the County to allow for non-discriminatory access for all types and classes of aeronautical users. If the County elects to not meet the terms of the Agreement, the ultimate recourse for the federal government would be reversion of the property.

In 1997, the Martin County Commissioners voted to no longer apply for AIP grants, and their intent was to let their grant obligations expire. Martin County is not required to accept grants; however, the County applied for and received federal funding in 2009 and 2010. The grant obligations for these funds will expire 20 years from the date of the grant. However, the obligations under the Surplus Property agreement run with the land (and do not expire).

**What is considered unjust discrimination?**

Unjust discrimination is denying an aeronautical user airport access for any reason other than those justified by an FAA safety study or Part 161 Noise Study. One exception to this policy would be if a commercial airline requested access to Martin County Airport. The FAA would not require Martin County to apply to the FAA for the 139 operating certificate that would allow for the commercial airline to operate at the airport.

**For example could the county limit the types of activities in a sub-lease to the number of aircraft movements at the airport?**

The County could not limit the number of operations a tenant has at the airport; this would be considered unjust discrimination. Any tenant who is told their lease would have stipulations in it limiting the number of operations they may have at an airport would have grounds to file a formal complaint with the FAA.

The County may target certain types of aeronautical activities they would like to promote at the airport, and they may focus their marketing efforts on these specific types of activities. However, any aeronautical user requesting airport access must not be denied access.

If you have any further questions regarding this matter, please feel free to contact me at (407) 812-6331, ext. 122.

Sincerely,

[Signature]

Rebecca R. Henry
Program Manager

Enclosure
### Detail by Entity Name

**Florida Limited Liability Company**

**JETLOAN CAPITAL, LLC.**

#### Filing Information

<table>
<thead>
<tr>
<th>Document Number</th>
<th>FEI/EIN Number</th>
<th>Date Filed</th>
<th>State</th>
<th>Status</th>
<th>Last Event</th>
<th>Event Date Filed</th>
<th>Event Effective Date</th>
<th>Principal Address</th>
<th>Mailing Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>L16000055502</td>
<td>N/A</td>
<td>03/11/2016</td>
<td>FL</td>
<td>ACTIVE</td>
<td>LC STMNT OF RA/RO CHG</td>
<td>02/06/2017</td>
<td>NONE</td>
<td>1075 SE ST LUCIE BLVD</td>
<td>1075 SE ST LUCIE BLVD</td>
</tr>
</tbody>
</table>

Changed: 02/06/2017

**Registered Agent Name & Address**

HARRIS, SAMUEL
1075 SE ST LUCIE BLVD
STUART, FL 34996

**Authorized Person(s) Detail**

**Name & Address**

Title MGR

HARRIS, SAMUEL F
1075 SE St Lucie Blvd
STUART, FL 34996

**Annual Reports**

<table>
<thead>
<tr>
<th>Report Year</th>
<th>Filed Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>02/14/2017</td>
</tr>
</tbody>
</table>

**Document Images**

- [02/14/2017 -- ANNUAL REPORT](#)
- [02/06/2017 -- CORLCRACHG](#)
- [03/11/2016 -- Florida Limited Liability](#)