

CONSENT TO SUBLEASE

THIS IS A CONSENT TO SUBLEASE, is entered into on _____ day of _____, 2025, by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of
the State of Florida, hereinafter referred to as "Lessor,"

and

FXE PARCEL 15, LLC, a Florida limited liability company,
hereinafter referred to as "Sublessor,"

and

SIGNATURE FLIGHT SUPPORT LLC D/B/A SIGNATURE
AVIATION, a Delaware limited liability company authorized to
transact business in the State of Florida, hereinafter referred
to as "Sublessee."

WHEREAS, pursuant to Resolution No. 25-_____, adopted at its meeting of _____, 2025, the City Commission of the City of Fort Lauderdale, Florida, authorized the proper City officials to enter into this Consent to Sublease; and

WHEREAS, Sublessor is the Lessee of Parcel 15 at Fort Lauderdale Executive Airport, pursuant to an Amended and Restated Lease Agreement dated October 18, 2011 ("Lease Agreement"); and

WHEREAS, Sublessor desires to sublet more than 50% of the leased premises to Sublessee; and

WHEREAS, under the circumstances, the Lease Agreement requires the written consent of Lessor; and

WHEREAS, at its meeting of September 25, 2025, the City of Fort Lauderdale Aviation Advisory Board recommended approval of this Consent to Sublease.

In consideration of the mutual promises, covenants and agreements, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

Section 1. The foregoing recitals are correct and are incorporated into this Consent to Sublease.

Section 2. Lessor does hereby consent to a sublease of the leased premises

from Sublessor to Sublessee.

Section 3. Sublessor and Sublessee acknowledge and agree that the Lease Agreement shall control, despite any provision which is or may appear to be contrary in the sublease between Sublessor and Sublessee. Under no circumstances shall any consent provided in this consent document be construed to allow any subordination by any person of the fee simple interest of Lessor in and to the leased premises. The consent given herein shall not relieve FXE Parcel 15, LLC of any of its lease obligations.

Section 4. This consent and approval contained is given by Lessor in reliance upon the representations of Sublessor and Sublessee that no other person, natural, corporate or otherwise, will be adversely affected by the consent contained in this document. In the event of a claim by any such third person that Lessor's Consent to Sublease adversely affects any such person. Sublessor and Sublessee agree to indemnify and hold harmless Lessor completely from any such claim and shall provide Lessor a complete legal defense for any such claim, at no cost or expense whatsoever to Lessor provided Lessor shall give written notice to Sublessee of any such claim and Lessor reasonably cooperates in the defense of such claim at no cost or expense to Lessor.

Section 5. Sublessee Indemnity. In consideration of Lessor's consent, Sublessee agrees to indemnify Lessor as follows:

HOLD HARMLESS. Sublessee shall at all times indemnify, defend and hold Lessor, its public officials, agents, officers and employees harmless against any and all claims, losses, liabilities and expenditures of any kind, including reasonable and documented, out of pocket attorneys' fees, court costs and expenses, arising out of Sublessee's use of the Airport or occupancy of the Premises or caused by the acts, omissions or negligence of Sublessee, its employees, agents, servants, invitees, guest or officers, arising out of or in any way connected with the Premises or the subject matter of the Sublease, including without limitation, any and all claims, demands or causes of action of any nature whatsoever resulting from injuries, death or damages sustained by any person or property provided Lessor shall give written notice to Sublessee of any such claim and Lessor reasonably cooperates in the defense of such claim at no cost or expense to Lessor. The provisions of this Paragraph shall survive the expiration or earlier termination of the Sublease. Nothing in this Sublease Agreement shall be construed as a waiver of protections, immunities and limitations afford Lessor by Section 768.28, Florida Statutes.

Without limiting the foregoing, any and all such claims, suits, causes of action relating to personal injury, death, damage to property, defects in construction, rehabilitation or restoration of the Leased Premises, alleged infringement of any patents, trademarks, copyrights or of any other tangible or intangible personal or real property right, or any actual or alleged

violation of the City's Charter or any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. Sublessee further agrees to investigate, handle, respond to, provide defense for, and defend (with counsel selected by Lessor) any such claims at its sole expense and agrees to bear all other costs and expenses related thereto even if the claim is groundless, false or fraudulent and if called upon by the LESSOR, sublessee shall assume and defend not only itself but also the LESSOR in connection with any claims, suits or causes of action, and any such defense shall be at no cost or expense whatsoever to LESSOR, provided that LESSOR, exercisable by LESSOR's Risk Manager (the "Risk Manager") shall retain the right to select counsel of its own choosing.

This indemnity shall not apply to claims arising exclusively from Lessor's negligence or misconduct while acting within the course and scope of its duties and obligations.

Failure of the Lessor to provide notice to the Sublessee shall not relieve the Sublessee of its obligation to indemnify and defend the Lessor of any claim arising from the acts or inaction of the Sublessee under this Consent.

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IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:

CITY OF FORT LAUDERDALE, a
municipal corporation of the State of
Florida.

Signature

By: _____
Dean J. Trantalis, Mayor

Print Name

By: _____
Rickelle Williams, City Manager

Signature

ATTEST:

Print Name

David R. Soloman, City Clerk

Approved as to form and correctness:
D'Wayne M. Spence, Interim City Attorney

Lynn Solomon
Assistant City Attorney

SUBLESSOR

WITNESSES:

FXE PARCEL 15, LLC, a Florida limited liability company.

Signature

By: _____
LYNDA A. ZUR
Manager Member

Print Name

Signature

Print Name

(SEAL)

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025, by Lynda A. Zur as Manager Member for FXE Parcel 15, LLC, a Florida limited liability company.

(SEAL)

Signature of Notary Public – State of Florida

Print, Type, or Stamp Commissioned Name of
Notary Public

Personally Known ____ OR Produced Identification ____
Type of Identification Produced _____

SUBLESSEE

WITNESSES:

SIGNATURE FLIGHT SUPPORT LLC
D/B/A SIGNATURE AVIATION, a
Delaware limited liability company.

Signature

By: _____

Print Name: _____

Title: _____

Print Name

Signature

Print Name

(SEAL)

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025, by _____ as _____ for SIGNATURE FLIGHT SUPPORT LLC D/B/A SIGNATURE AVIATION, a Delaware limited liability company authorized to transact business in the State of Florida.

(SEAL)

Signature of Notary Public – State of _____

Print, Type, or Stamp Commissioned Name of
Notary Public

Personally Known ____ OR Produced Identification ____

Type of Identification Produced _____