



THIRD AMENDMENT TO AGREEMENT OF LEASE BETWEEN BROWARD COUNTY AND SIGNATURE FLIGHT SUPPORT LLC

This Third Amendment ("Third Amendment") to the Agreement (hereinafter defined) between Broward County, a political subdivision of the State of Florida ("County"), and Signature Flight Support LLC, a Delaware limited liability company ("Lessee") (each a "Party" and collectively referred to as the "Parties"), is effective as of the date this Third Amendment is fully executed by the Parties ("Third Amendment Effective Date").

RECITALS

A. Broward County and Signature Combs, Inc. (which was renamed to AMR Combs, Inc.), entered into an Agreement of Lease dated July 7, 1998 ("Original Agreement"), with respect to certain premises located at the Fort Lauderdale-Hollywood International Airport.

B. On January 24, 2008, County consented to an assignment of the Original Agreement from Signature Combs, Inc. to Signature Flight Support Corporation.

C. The Original Agreement was supplemented by an Addendum, dated January 24, 2008, and amended by a First Amendment, dated June 26, 2012, and a Second Amendment, dated November 10, 2020. The Original Agreement, as modified by the Addendum, the First Amendment, and the Second Amendment, is referred to herein as the "Agreement."

D. Effective December 31, 2019, Signature Flight Support Corporation was restructured into Signature Flight Support LLC, which resulted in Signature Flight Support LLC becoming the Lessee under the Agreement.

E. The Agreement was initially set to expire on November 30, 2023. In accordance with Section 3(a) of the Agreement, Lessee exercised two (2) additional one (1) year Extension Terms, which extended the term of the Agreement through November 30, 2025.

F. The Parties desire to enter into this Third Amendment to, among other things, extend the term of the Agreement by one (1) year and update certain terms and conditions of the Agreement as set forth herein.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Third Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. The Agreement is currently set to expire on November 30, 2025. The Agreement is hereby extended by one (1) year (i.e., through November 30, 2026) on the same terms and conditions. Lessee may request to further extend the Agreement for up to five (5) additional one (1) year terms (each an "Additional Extension Term") by sending written notice ("Extension Request

Notice”) to County at least sixty (60) days prior to the expiration of the then-current term. If County timely receives an Extension Request Notice, County shall, acting by and through its Director of Aviation in their sole discretion, provide Lessee with written notice prior to the expiration of the then-current term either approving or rejecting the Extension Request Notice (“Extension Decision Notice”). If the Extension Decision Notice approves the Extension Request Notice, the Agreement shall be automatically extended for one (1) year. If the Extension Decision Notice rejects an Extension Request Notice, the Agreement shall expire at the end of the then-current term in accordance with the Agreement unless otherwise extended in accordance with the terms of the Agreement, as amended.

3. Section 3(a) of the Agreement is amended as follows (strikethrough text indicates deletions and bold/underlined text indicates additions):

...

Notwithstanding the provisions in Section 19 of the Agreement, Lessee or the Director of Aviation may terminate this Agreement, with or without cause, by providing written notice of termination to the other Party. The termination date shall be effective on the date stated in the written notice of termination, which termination date shall not be less than ~~three hundred sixty five (365)~~ **one hundred eighty (180)** calendar days after the date of such written notice of termination.

4. Sections 4(a)(1), 4(a)(3), and 4(a)(4) of the Agreement are amended as follows (strikethrough text indicates deletions and bold/underlined text indicates additions):

(1) The annual rental for the leased premises commencing ~~December 1, 2000~~ **on the Commencement Date and on each ten (10) year anniversary of the Commencement Date** shall be as established by the appraisal process set forth in subparagraphs (4), (6), (7), (8), and (9) below. ~~The annual rental shall be based on the land and such of the improvements depicted on Exhibit A, attached hereto and made a part hereof, which remain in place on the date of the appraisal.~~ The appraisal shall separately state the fair market value of Parcel A and Parcel B, as shown on Exhibit A.

...

(3) On each “Adjustment Date” (except ~~December 1, 2010~~ **for any Adjustment Date that falls on a ten (10) year anniversary of the Commencement Date**, which Adjustment Date~~(s)~~ is subject to the provisions of subparagraph ~~{4}~~ **(4)**, below), the annual rental shall be increased to an amount equal to the product of the annual rental paid during the immediately preceding Lease Year, multiplied by the “CPI Multiplier” (as hereinafter defined). The product of such multiplication shall be the amount of the annual rental payment to be made during the next succeeding Lease Year, commencing on the first day of such Lease Year. Upon determining such rental adjustment, the County shall advise Lessee of the new annual rental and the monthly installment payment of rent. In no event

shall any adjusted annual rental established pursuant to this subparagraph (3) be less than the total annual rental paid during the immediate prior Lease Year.

...

(4) On the Commencement Date and on ~~December 1, 2010~~ **each ten (10) year anniversary of the Commencement Date**, the annual rental shall be adjusted (up or down) to an amount equal to the FMRV, established as hereinafter provided. Such adjusted rental shall commence on the first day of the respective Lease Year. Upon determining such rental adjustment, the County shall advise Lessee of the annual rental and the monthly installment payment of rent. The term **Fair Market Rental Value** ["FMRV"] shall mean as follows:

...

(ii) **With respect to any appraisal(s) required to be performed for purposes of establishing the FMRV for the Commencement Date, the term "Land and Improvements FMV" shall mean the appraised fair market value of the Premises including any of the improvements as depicted on Exhibit A, that were in existence on December 1, 2000 as of the Commencement Date. In determining the appraised fair market value of the Premises for the appraisal required for the rental Adjustment Date due on December 1, 2010, the Land and Improvements FMV shall exclude any improvements Lessee is required to construct, as described in Section 6 of the Agreement, which improvements did not exist on December 1, 2000, and which improvements shall not be considered for the purposes of establishing the adjusted rent on December 1, 2010. Such improvements shall be included and considered in any appraisals performed on or after December 1, 2020, when establishing the Land and Improvements FMV and rental rates** **With respect to any appraisal(s) required to be performed for purposes of establishing the FMRV for the first ten (10) year anniversary of the Commencement Date, the term "Land and Improvements FMV" shall mean the appraised fair market value of the Premises as of December 1, 2010, excluding the value of any improvements constructed by Lessee after the Commencement Date. With respect to any appraisal(s) required to be performed for purposes of establishing the FMRV for the second ten (10) year anniversary of the Commencement Date (i.e., December 1, 2020) and any appraisal(s) conducted thereafter, the term "Land and Improvements FMV" shall mean the appraised fair market value of the Premises inclusive of any improvements constructed by Lessee after the Commencement Date.**

...

5. Section 4(a)(7)(i) of the Agreement is amended as follows (strikethrough text indicates deletions and bold/underlined text indicates additions):

(i) If ~~the~~ Lessee is not in agreement with the finding of value set forth in the appraisal obtained by County or as established by the County, acting as review appraiser for the

rental adjustment to be made on the Commencement Date or on ~~December 1, 2010~~ **each ten (10) year anniversary of the Commencement Date**, the Lessee may hire its own appraiser to appraise such property; provided that any such appraisal must be obtained within sixty (60) calendar days following written notice of the completion of the County's appraisal or review appraisal, as applicable (which written notice shall be accompanied by a copy of the County's appraisal).

6. Section 6(q)(1) of the Agreement is amended as follows (strikethrough text indicates deletions and bold/underlined text indicates additions):

(1) In the event Lessee shall fail to remove the facility on or before the expiration or other termination of this Lease, then, Lessee shall be considered to be holding over under Section ~~34(b)~~ **35(b)** hereof and shall be liable for charges payable pursuant to such provision. In addition, in the event Lessee shall fail to remove the facility within one hundred eighty (180) calendar days following the expiration or other termination of this Lease, then, in addition to all remedies available hereunder and at law or in equity, County shall have the right upon written notice to Lessee to remove the Aircraft Fuel Farm Facility and Lessee shall be liable for all expenses and charges (whether direct or indirect) incurred by County subsequent to such notice to Lessee in effectuating such removal (including any storage charges) that are in any way connected to the Aircraft Fuel Farm Facility, including interest thereon at the rate of eighteen per cent (18%) per annum from the date incurred. In contracting for any such removal, County shall be entitled to dispose of the Aircraft Fuel Farm Facility in any way it sees fit, including without limitation, through demolition of such facility, through giving salvage rights to the contractor, through storage, or through public auction.

7. Section 23(a) of the Agreement is amended as follows (strikethrough text indicates deletions and bold/underlined text indicates additions):

(a) ~~The~~ Lessee shall have the right at any time during the Letting to remove its inventories, trade fixtures, and other personal property from the Premises. Lessee shall immediately repair any damage to the Premises caused by its removal of any personal property or trade fixtures. If ~~the~~ Lessee shall fail to remove its inventories, trade fixtures, and personal property by the termination or expiration of this Agreement, then, Lessee shall be considered to be holding over and subject to charges under Section ~~34(b)~~, **35(b)** hereof, and after fourteen (14) calendar days following said termination or expiration, at the County's option: (i) title to same shall vest in the County, at no cost to the County; or (ii) County may remove such property to a public warehouse for deposit; or (iii) County may retain the same in its own possession and sell the same at public auction, the proceeds of which shall be applied first to the expenses of removal, storage, and sale, **and** second, to any sums owed by ~~the~~ Lessee to the County, with any balance remaining to be paid to ~~the~~ Lessee; or **(iv)** County may dispose of such property in any manner permitted by law. If the expenses of such removal, storage, and sale shall exceed the proceeds of sale, ~~the~~ Lessee shall pay such excess to the County upon demand.

8. Section 26(h) of the Agreement is deleted in its entirety and replaced with the following:

(h) Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.
9. Section 30 of the Agreement is deleted in its entirety and replaced with the following:

SECTION 30. Airport Security Requirements. Lessee must comply with the Airport Security Requirements as set forth in **Exhibit G**.
10. Section 31(a) of the Agreement is deleted in its entirety.
11. New Section 31(c) is added to Section 31 of the Agreement as follows:

(c) Civil Rights – General. Lessee and its subcontractors shall comply with pertinent statutes, executive orders, and such rules identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities, as such statutes, orders, and rules, may be amended, to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability, be excluded from participating in any activity conducted with or benefiting from federal assistance.
12. Section 35(a) of the Agreement is deleted in its entirety and replaced with the following:

(a) Prevailing Wage Requirement. If construction work in excess of \$250,000 is required of, or undertaken by, Lessee as a result of this Agreement, then Section 26-5 of the Broward County Code of Ordinances shall apply to such construction work, the provisions of Section 26-5(a) of the Broward County Code of Ordinances shall be deemed incorporated as if expressly set forth herein, and Lessee must submit, with each invoice or application for payment, a completed Statement of Compliance in the form available at <https://www.broward.org/Purchasing/Pages/StandardTerms.aspx>.
13. New Sections 36(r) through 36(y) are added to Section 36 of the Agreement as follows:

(r) Discriminatory Vendor and Scrutinized Companies List; Countries of Concern. Lessee represents that it has not been placed on the “discriminatory vendor list” as provided in Section 287.134, Florida Statutes, and that it has not been identified as a company or other entity subject to scrutiny under Sections 215.473 or 215.4725, Florida Statutes. Lessee represents and certifies that it is not, and throughout the term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Lessee represents that it is, and throughout the term will remain, in compliance with Section 286.101, Florida Statutes.

(s) Verification of Employment Eligibility. Lessee represents that Lessee and each subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all

newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into or participation in this Agreement will not violate that statute. If Lessee violates this section, County may immediately terminate this Agreement for cause and Lessee shall be liable for all costs incurred by County due to the termination.

(t) Prohibited Telecommunications. Lessee represents and certifies that Lessee and all subcontractors do not use, and throughout the term will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26.

(u) Polystyrene Food Service Articles. Lessee shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.172, Broward County Administrative Code.

(v) Confidential Information; Generative Artificial Intelligence. Unless expressly authorized in this Agreement or in writing in advance by the Aviation Department, Lessee is strictly prohibited from disclosing, uploading, or otherwise making available to third parties, directly or indirectly, including but not limited to through utilization of generative artificial intelligence tools, any exempt, confidential, sensitive security, or personal information of County. Lessee must ensure that any use of generative artificial intelligence tools by Lessee or its subcontractors does not involve the disclosure of exempt, confidential, sensitive security, or personal information, including without limitation for large language model learning or training. Lessee must implement and maintain appropriate technological and operational safeguards to ensure compliance with the obligations of this section.

(w) Federal Fair Labor Standards Act (Federal Minimum Wage). This Agreement incorporates by reference the provisions of the Federal Fair Labor Standards Act (29 C.F.R. Part 201, et seq.), and the related regulations (collectively, "FLSA"), with the same force and effect as if fully restated herein. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Lessee must comply with the FLSA and has full responsibility to monitor compliance with the FLSA. Lessee must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

(x) Occupational Safety and Health Act of 1970. This Agreement incorporates by reference the requirements of the Occupational Safety and Health Act of 1970 (29 C.F.R. Part 1910) ("OSHA") with the same force and effect as if fully restated herein. Lessee must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Lessee retains full responsibility to monitor its compliance and its subcontractors' compliance with the applicable requirements of the OSHA. Lessee must address any claims or disputes that pertain to a referenced

requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

(y) Airport Issued Identification Media, Public Area Business Purpose Media, and Emergency Response Training. All employees, agents, representatives, contractors, and subcontractors of Lessee shall obtain Airport Issued Identification Media or Public Area Business Purpose Media, and complete emergency response training, as required by Section 2-43 of the Broward County Code of Ordinances. Lessee shall comply with the requirements of Section 2-43 of the Broward County Code of Ordinances, including the requirement that Lessee compensate its employees, agents, representatives, contractors, and subcontractors for time spent completing the emergency response training.

14. **Exhibit B** of the Agreement is deleted in its entirety and is replaced and superseded with the revised **Exhibit B** attached hereto and made a part hereof. Every reference in the Agreement to **Exhibit B** shall be deemed to refer to **Exhibit B** attached hereto.

15. **Exhibit C** of the Agreement is deleted in its entirety.

16. **Exhibit D** of the Agreement is deleted in its entirety.

17. **Exhibit G**, attached hereto, is added to the Agreement.

18. As of the Third Amendment Effective Date, to the extent Lessee has, now or in the future, any right or entitlement to a “buy out” (including as set forth in Section 34 of the Agreement) or any other right or entitlement to compensation or other consideration if County terminates the Agreement, Lessee hereby waives, releases, and disclaims such present or future right or entitlement to a “buy out” or compensation or other consideration and agrees that Section 34 (and any rights or benefits of Lessee under the Agreement related to a “buy out”) and any provisions granting Lessee a right to entitlement to compensation or other consideration if County terminates the Agreement are null and void and of no effect. As such, no termination of this Agreement by County will give rise to any obligation to pay Lessee any buy-out amount(s) or other compensation or consideration.

19. Entities of Foreign Concern. By execution of this Third Amendment, the undersigned authorized representative of Lessee hereby attests under penalty of perjury as follows: Lessee is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in Lessee; and the undersigned authorized representative of Lessee declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in the Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

20. Anti-Human Trafficking. By execution of this Third Amendment by an authorized representative of Lessee, Lessee hereby attests under penalty of perjury that Lessee does not use

coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of Lessee declares that they have read the foregoing statement and that the facts stated in it are true.

21. With respect to any appraisal(s) required to be performed for purposes of establishing the FMRV for the second ten (10) year anniversary of the Commencement Date (i.e., December 1, 2020), Lessee agrees and acknowledges that County has fully complied with and fulfilled any and all responsibilities and obligations required under the Agreement, including as amended by this Third Amendment, in connection with such appraisal(s) and that the FMRV established by such appraisal(s) was and is accurate.

22. In the event of any conflict or ambiguity between this Third Amendment and the Agreement, the Parties agree that this Third Amendment shall control. The Agreement, as amended herein by this Third Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended by this Third Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

23. Preparation of this Third Amendment has been a joint effort of the Parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

24. Lessee acknowledges that through the date this Third Amendment is executed by Lessee, Lessee has no claims or disputes against County with respect to any of the matters covered by the Agreement.

25. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

26. This Third Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Third Amendment: Broward County through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__; and Signature Flight Support LLC, signing by and through its duly authorized representative.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Aviation Office
320 Terminal Drive, Suite 200
Fort Lauderdale, Florida 33315
Telephone: (954) 359-6100

Digitally signed by Kailie Rush
Date: 2025.10.21 09:45:37
-04'00'
By _____
Kailie Rush (Date)
Assistant County Attorney

Digitally signed by Israel
Fajardo
Date: 2025.10.21 11:01:35
-04'00'
By _____
Israel Fajardo (Date)
Senior Assistant County Attorney

KR/em
Signature Flight Support LLC - Third Amendment
10/13/2025
#1193247.2

**THIRD AMENDMENT TO AGREEMENT OF LEASE BETWEEN
BROWARD COUNTY AND SIGNATURE FLIGHT SUPPORT LLC**

LESSEE

By:  _____
Authorized Signer

Tony Lefebvre, Chief Executive Officer
Print Name and Title

16th day of October, 2025

EXHIBIT B - NONDISCRIMINATION AND OTHER FEDERAL REQUIREMENTS

A. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, Lessee, for itself, its assignees, and successors in interest, agrees as follows:

1. *Compliance with Regulations*: Lessee (hereinafter includes sublessees) will comply with the **Title VI List of Pertinent Nondiscrimination Acts and Authorities** ("Nondiscrimination Acts and Authorities"), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement, and which include, but are not limited to, the following:

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

- i. The Federal Aviation Administration's nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); and
 - j. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).
2. *Nondiscrimination:* Lessee, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices, when the Agreement covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. *Solicitations for Subcontracts, Including Procurements of Materials and Equipment:* In all solicitations, either by competitive bidding or negotiation, made by Lessee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Lessee of Lessee's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. *Information and Reports:* Lessee will provide all information and reports required by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by County or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Lessee is in the exclusive possession of another who fails or refuses to furnish the information, Lessee will so certify to County or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. *Sanctions for Noncompliance:* In the event of Lessee's noncompliance with the nondiscrimination provisions of this Agreement, County will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments under the Agreement until Lessee complies; and/or
 - b. Cancelling, terminating, or suspending the Agreement, in whole or in part.
6. *Incorporation of Provisions:* Lessee will include the provisions of Sections A.1 through A.5 above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Nondiscrimination Acts and Authorities, and

directives issued pursuant thereto. Lessee will take action with respect to any subcontract or procurement as County or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Lessee becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, Lessee may request County to enter into any litigation to protect the interests of County. In addition, Lessee may request the United States to enter into the litigation to protect the interests of the United States.

7. Lessee, as part of the consideration hereof, does hereby covenant as running with the land that:

a. If facilities are constructed, maintained, or otherwise operated on the Premises described in the Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended), such that no person on the grounds of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

b. In the event of breach of any of the above Nondiscrimination covenants, County will have the right to terminate the Agreement and enter, re-enter, and repossess said lands and facilities thereon.

8. Lessee covenants and agrees as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) Lessee will use the Premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities. In the event of breach of any of the above Nondiscrimination covenants, County will have the right to terminate the Agreement and to enter or re-enter and repossess said land and facilities.

B. Nondiscrimination - 14 C.F.R. Part 152 Requirements. This provision only applies if this Agreement is subject to 14 C.F.R. Part 152, Chapter E. During the performance of this Agreement, Lessee, for itself, its assignees, and successors in interest, agrees as follows:

1. Lessee agrees to undertake an affirmative action program as required by 14 C.F.R. Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participation in any employment, contracting, or

leasing activities covered in 14 C.F.R. Part 152, Subpart E. Lessee agrees that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Lessee agrees that it will require its covered suborganizations to provide assurances to Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations as required by 14 C.F.R. Part 152, Subpart E, to the same effect.

2. Lessee agrees to comply with any affirmative action plan or steps for equal employment opportunity required by 14 C.F.R. Part 152, Subpart E, as part of the affirmative action program, and by any federal, state, county, or local agency or court, including those resulting from a conciliation agreement, a consent decree, court order, or similar mechanism. Lessee agrees that state or county affirmative action plans will be used in lieu of any affirmative action plan or steps required by 14 C.F.R. Part 152, Subpart E, only when they fully meet the standards set forth in 14 C.F.R. 152.409. Lessee agrees to obtain a similar assurance from its covered organizations, and to cause them to require a similar assurance of their covered suborganizations, as required by 14 C.F.R. Part 152, Subpart E.

3. If required by 14 C.F.R. Part 152, Lessee shall prepare and keep on file for review by the FAA Office of Civil Rights an affirmative action plan developed in accordance with the standards in Part 152. Lessee shall similarly require each of its covered suborganizations (if required under Part 152) to prepare and to keep on file for review by the FAA Office of Civil Rights, an affirmative action plan developed in accordance with the standards in Part 152.

4. If Lessee is not subject to an affirmative action plan, regulatory goals and timetables, or other mechanism providing for short- and long-range goals for equal employment opportunity under Part 152, then Lessee shall nevertheless make good faith efforts to recruit and hire minorities and women for its aviation workforce as vacancies occur, by taking any affirmative action steps required by Part 152. Lessee shall similarly require such affirmative action steps of any of its covered suborganizations, as required under Part 152.

5. Lessee shall keep on file, for the period set forth in Part 152, reports (other than those submitted to the FAA), records, and affirmative action plans, if applicable, that will enable the FAA Office of Civil Rights to ascertain if there has been and is compliance with this subpart, and Lessee shall require its covered suborganizations to keep similar records as applicable.

6. Lessee shall, if required by Part 152, annually submit to County the reports required by Section 152.415, and Lessee shall cause each of its covered suborganizations that are covered by Part 152 to annually submit the reports required by Section 152.415 to Lessee who shall, in turn, submit same to County for transmittal to the FAA.

EXHIBIT G – AIRPORT SECURITY REQUIREMENTS

Airport Security Program and Aviation Regulations. Lessee must comply with all security and other applicable requirements of the Federal Aviation Regulations applicable to Lessee, including, but not limited to, all regulations of the United States Department of Transportation, the Federal Aviation Administration, and the Transportation Security Administration. Lessee shall comply with County's Airport Security Program and the Air Operations Area ("AOA") Vehicle Access Program, and any amendments thereto, and with such other rules and regulations as may be prescribed by County, including any regulations pertaining to emergency response training, and shall take such steps as may be necessary or directed by County to ensure that Lessee and any subcontractor personnel, including, but not limited to, employees, invitees, and guests of Lessee and any subcontractor (collectively, "Lessee Personnel") observe these requirements. If required by the Aviation Department, Lessee shall conduct background checks of Lessee Personnel in accordance with applicable federal regulations. If as a result of any act or omission of Lessee, any subcontractor, or Lessee Personnel, County incurs any fine and/or penalty imposed by any governmental agency, including, but not limited to, the United States Department of Transportation, the Federal Aviation Administration, or the Transportation Security Administration, or any expense in enforcing any federal regulations, including, but not limited to, airport security regulations or the rules and regulations of County, and/or any expense in enforcing County's Airport Security Program, then Lessee shall pay and/or reimburse to County all such fines, penalties, costs, and expenses, including all costs of administrative proceedings, court costs, and attorneys' fees and all costs incurred by County in enforcing this provision. Lessee shall rectify any security deficiency or other deficiency as may be determined as such by County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other federal agency with jurisdiction. If Lessee fails to remedy any such deficiency, County may do so at the sole cost and expense of Lessee. County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.

(a) Media Requirements and Access to Security Identification Display Areas. Lessee shall be responsible for requesting the Aviation Department to issue Airport Issued Identification Media or Public Area Business Purpose Media (collectively, "Media"), as applicable, to all Lessee Personnel. In addition, Lessee shall be responsible for the immediate reporting of all lost or stolen Media, the immediate return of the Media of Lessee Personnel transferred from the Airport or terminated from the employ of Lessee or any subcontractor, and the immediate return of all Media issued to all Lessee Personnel upon expiration or termination of Lessee's agreement with County. Before any Media is issued to Lessee Personnel, Lessee must comply with the requirements of applicable federal regulations with regard to fingerprinting for criminal history record checks and security threat assessments, and must require that such Lessee Personnel complete security training programs conducted by the Aviation Department. Lessee shall pay or cause to be paid to the Aviation Department such charges as may be established from time to time for lost or stolen Media and those not returned to the Aviation Department in accordance with these provisions. The Aviation Department has the right to require Lessee to conduct background investigations and to furnish certain data on Lessee Personnel before the issuance

of Media, which data may include the fingerprinting of applicants for such Media.

(b) Operation of Vehicles on the AOA. Lessee shall ensure that all Lessee Personnel operating a motor vehicle of any type or kind on the AOA are in full compliance with all laws, rules, and regulations regarding the operation of motor vehicles on the AOA, including but not limited to, Section 2-25 of the Code. All motor vehicles and equipment of Lessee or of any subcontractor operating on the AOA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.

(c) Consent to Search/Inspection. Lessee's vehicles, cargo, goods, and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. Lessee and any subcontractor shall not allow any Lessee Personnel to enter the AOA unless and until such Lessee Personnel has executed a written consent-to-search/inspection form acceptable to the Aviation Department. The foregoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, Lessee Personnel who do not execute such consent-to-search/inspection form shall not be employed or retained by Lessee or by any subcontractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by Lessee or by any subcontractor.

(d) Nondisclosure Agreement. If any Lessee Personnel are required by a contract with County to access or otherwise be in contact with Sensitive Security Information ("SSI"), as defined and construed under federal law, such Lessee Personnel will be required to execute an SSI Nondisclosure Agreement provided by the Aviation Department.

The provisions of this Exhibit shall survive the expiration or any other termination of this Agreement.

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