



Peter O. Knight Airport
Plant City Airport
Tampa Executive Airport

March 1, 2024

Hillsborough County
Aviation Authority
P.O. Box 22287
Tampa, Florida 33622
phone/ 813-870-8700
fax/ 813-875-6670
TampaAirport.com

Mr. Allen Ashcraft
Secretary
Global Aviation Services, GAS, LLC
c/o PrimeFlight Aviation Services, Inc.
3 Sugar Creek Center, Suite 450
Sugar Land, TX 77478
Via email: aashcraft@primeflight.com

Mr. Bryant Parker
Business Transformation Officer
Alvest Equipment Services (USA) LLC
3230 Magnum Drive
Elkhart, IN 46516
Via email: bryant.parker@aes-gse.com

RE: Letter of Agreement
Ground Service Equipment (GSE) Facilities Space Rental Agreement - Suite 2200 (Premises)
Tampa International Airport (Airport)

Dear Mr. Ashcraft and Mr. Parker:

The following constitutes a Letter of Agreement (LOA) between Global Aviation Services, GAS, LLC (GAS) and Alvest Equipment Services (USA) LLC (AES) regarding the GSE Facilities Space Rental Agreement between GAS and the Hillsborough County Aviation Authority (Authority), dated March 2, 2017, (Agreement). The purpose of this LOA is to clarify the responsibility for repayment to Authority of Customized Improvements Rent, also known as Company's Improvements Rent (CIR) for the Premises, as those terms are defined in the Agreement, before, during, and after the proposed future tenancy of the Premises by AES.


Whereas, the Agreement, in part, requires GAS to repay Authority for the cost of CIR for the Premises constructed by Authority until such time as the balance of CIR is paid in full or Authority executes a GSE Facilities Space Rental Agreement for the Premises with a replacement tenant (See Sections 5.01(B)(1) and (2) of the Agreement); and

WHEREAS, AES may terminate this LOA upon 180 days' written notice to Authority and GAS provided that AES simultaneously terminates the GSE Facilities Space Rental Agreement between AES and the Authority dated May 1, 2024; and

Whereas, AES desires to lease the Premises for the period of May 1, 2024 through September 30, 2027 (Term); and

Whereas, AES agrees to pay to Authority the GSE Building Rent, O&M Rent, and CIR, as those terms are defined in the Agreement, during the Term.

Now, therefore, the Parties agree as follows:

- 
1. If AES leases the Premises from Authority, AES thereby assumes the obligation for payment of the GSE Building Rent, O&M Rent, and CIR during the Term of this LOA, unless terminated earlier as provided for in this LOA. Upon completion of the Term or earlier termination of this LOA, GAS will retain the obligation to repay the outstanding balance of CIR to Authority. GAS' obligation will continue thereafter until the CIR is paid in full or until Authority executes a subsequent GSE Facilities Space Rental Agreement with a replacement tenant for the payment of all Rents, including payment of the outstanding balance of CIR; and
 2. GAS grants permission to AES to modify/demolish any or all of Company's Improvements, as such term is defined in the Agreement, and restore such Company's Improvements and the Premises to their condition at the commencement of this LOA, all at AES' own expense. AES and GAS understand and agree that such modification/demolition and restoration will not reduce or otherwise impact AES' or GAS' obligation to repay the CIR to Authority under this LOA or under the Agreement; and
 3. AES understands and agrees that it will repair, to the satisfaction of Authority, any damage caused to the Premises by such modifications or demolition and restoration; and
 4. This LOA represents the entire understanding between the Parties relative to the CIR for the Premises as defined in the Agreement; and
 5. The Parties expressly warrant that each signatory is vested with the necessary authority to sign this LOA and is a bona fide representative of the named party; and
 6. This LOA can be amended only by written instrument executed by all of the parties hereto; and
 7. Except as otherwise indicated elsewhere in this LOA, wherever in this LOA approvals are required to be given or received by Authority, it is understood that the Chief Executive Officer (CEO), or a designee of the CEO, is hereby empowered to act on behalf of Authority; and
 8. This LOA may be executed in multiple counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument; and
 9. The Authority maintains its records in electronic form in accordance with the State of Florida records retention schedules. As a result, the paper original version of this document (to the extent it exists) will be scanned and stored electronically as the authoritative record copy as part of the Authority's record management process. Once that occurs, the paper original version of this document will be destroyed.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals on this _____ day of _____, 2024.

ATTEST:

HILLSBOROUGH COUNTY AVIATION AUTHORITY

Jane Castor, Secretary
Address: P. O. Box 22287
Tampa, FL 33622

By: _____
Arthur F. Diehl III, Chairman
Address: P. O. Box 22287
Tampa, FL 33622

Signed, sealed, and delivered
in the presence of:

Witness Signature

Print Name

LEGAL FORM APPROVED:

By: 
David Scott Knight
Assistant General Counsel

Witness Signature

Print Name

HILLSBOROUGH COUNTY AVIATION AUTHORITY
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 202_, by Arthur F. Diehl III in the capacity of Chairman, and by Jane Castor in the capacity of Secretary, of the Board of Directors, Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

Signature of Notary Public – State of Florida

(Print, Type, or Stamp Commissioned Name of Notary Public)

GLOBAL AVIATION SERVICES, GAS, LLC

By: [Signature]

Title: Secretary

Date: March 27, 2024

Signed in the presence of:

[Signature]
Witness Signature

Bradley C. Osborn
Print Name

[Signature]
Witness Signature

Gina M. Coleal
Print Name

Allen Ashcraft
Print Name

3 Sugar Creek Center, Suite 450
Print Address

Sugar Land, Texas 77478

GLOBAL AVIATION SERVICES, GAS, LLC

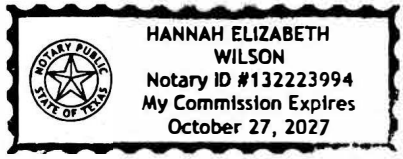
STATE OF Texas

COUNTY OF Ft. Bend

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 27 day of March, 2024, by Allen Ashcraft as (name of person)

Secretary
(type of authority)

for Global Aviation Services GAS LLC
(name of party on behalf of whom instrument was executed)



[Signature]
(Signature of Notary Public – State of Texas)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known to me OR Produced Identification

(Type of Identification Produced)

ALVEST EQUIPMENT SERVICES (USA) LLC

By: [Signature]
Title: CEO
Date: 3/11/2024

Signed in the presence of:

[Signature]
Witness Signature

Ashley Yongue
Print Name

Witness Signature

Print Name

Print Name

Fabrice DENNINGER
Print Address

55 Avenue Gambetta

91600 SAVIGNY SUR ORGE

ALVEST EQUIPMENT SERVICES (USA) LLC

STATE OF Nevada

COUNTY OF Clark

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 14th day of March, 2024, by Fabrice Denninger as (name of person)

CEO
(type of authority)

for himself
(name of party on behalf of whom instrument was executed)



[Signature]
(Signature of Notary Public - State of Nevada)

Asseneth Moreno
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known to me OR Produced Identification

(Type of Identification Produced)