

CONSENT AND ESTOPPEL

This **CONSENT AND ESTOPPEL** (this “**Consent**”) is made by Martin County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners (“**Landlord**”) in favor of Triumph Aerostructures, LLC, a Delaware limited liability company (“**Company**”), and Daher Aerospace Inc., a Delaware corporation (“**Buyer**”), and entered into as of May 17, 2022 (the “**Execution Date**”).

WITNESSETH:

WHEREAS, Company and Landlord are all of the parties to that certain lease agreement described on Exhibit A attached hereto (the “**Lease**”), pursuant to which Landlord leases to Company certain real property, as more particularly described in the Lease (the “**Premises**”), and Company conducts the manufacture of aircraft structures (the “**Business**”) on the Premises at Martin County Airport/Witham Field in Martin County, Florida (the “**Airport**”);

WHEREAS, Buyer has entered into an agreement to purchase Company whereby Company will become the new lessee under the Lease (the “**Transaction**”); and

WHEREAS, Company and Buyer desire by this instrument to confirm the consent of Landlord to the Transaction and the assignment of the Lease; and

WHEREAS, Landlord desires to consent to and acknowledge the Transaction and assignment of the Lease pursuant thereto, and provide certain estoppel information required by Buyer in connection with such assignment, all hereinafter set forth.

NOW, THEREFORE, in consideration of the premises set forth herein, Landlord hereby agrees and confirms as follows:

1. **Consent.** Landlord hereby consents to the Transaction and assignment of the Lease pursuant to the Transaction effective as of the closing of the Transaction and releases Company from any and all liability under the Lease first arising after the closing of the Transaction. Landlord acknowledges and agrees that this Consent satisfies all notice or consent requirements related to the Transaction and assignment of the Lease pursuant to the Transaction, and confirms that the Lease will continue in accordance with its terms following consummation of the Transaction.

2. **Estoppel.** Landlord also hereby acknowledges, certifies, and confirms to Buyer that, as of the Execution Date:

(i) except for the written Lease, which represents the entire agreement between Landlord and Company, there are no other agreements, arrangements or understandings between Landlord and Company relating to the Premises or the operation of the Business at the Airport;

(ii) the Lease is in full force and effect in accordance with its terms, which terms have not been further amended or modified;

(iii) Company has paid to Landlord all amounts due and payable under the Lease through May 17, 2022;

(iv) to the best of Landlord's knowledge, no defaults on behalf of Landlord have occurred and are continuing under the Lease, nor have any events occurred which with the giving of notice, the passage of time or both would constitute defaults of Landlord under the Lease;

(v) to the best of Landlord's knowledge, no defaults on behalf of Company are continuing under the Lease, nor have any other events occurred which with the giving of notice, the passage of time or both would constitute defaults of Company under the Lease;

(vi) there are no charges (other than scheduled rental payments), liens or claims of offset by Landlord under the Lease;

(vii) no other sums have been deposited with Landlord other than any security deposit as expressly set forth in the Lease and any such deposit shall remain in place upon the consummation of the Transaction and the effectiveness of the assignment of the Lease;

(viii) there are no unsatisfied capital expenditures remaining under the Lease;
and

(ix) to the best of Landlord's knowledge, Landlord has no other cause of action against Company arising out of the Lease, the premises related thereto or any other matter, nor does the basis for any cause of action exist.

3. **Notices.** Landlord acknowledges that the addresses for notices to be sent to Landlord, the Company and Buyer are as follows:

Landlord:

Airport Manager
Martin County Airport/Witham Field (SUA)
2011 SE Airport Rd.
Stuart, FL 34996

Buyer, and following the closing of the Transaction, the Company:

Daher Aerospace Inc.
601 NE 10th St.
Pompano Beach, FL 33060

4. **Binding Effect.** Landlord acknowledges this Consent shall be binding upon Landlord and shall inure to the benefit of Company and Buyer.

IN WITNESS WHEREOF, MARTIN COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chairman, authorized to execute same by Board action on the 17th day of May, 2022.

Doug Smith
Chairman

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

Sarah W. Woods
County Attorney

EXHIBIT A

LEASE

1. Commercial lease at Witham Field dated April 5, 1994.
2. (First) Lease Amendment dated October 27, 1998.
3. (Second) Lease Amendment dated April 18, 2000.
4. Consent and Estoppel dated July 11, 2000.
5. Third Lease Amendment dated July 1, 2003.
6. Fourth Amendment to Commercial Lease and Easement Agreement dated February 2, 2006.
7. Fifth Lease Amendment to Commercial Leased dated February 17, 2015.
8. Sixth Amendment to Commercial Lease dated January 12, 2021.