

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: May 16, 2023

Consent Regular
 Workshop Public Hearing

Submitted By: Department of Airports

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: License Agreement with Signature Flight Support LLC (Signature), commencing on April 14, 2023, and expiring on September 30, 2023, with automatic renewals on a monthly basis through September 30, 2025, for use of property at the Palm Beach International Airport (PBI) for overflow vehicle parking for payment of a license fee in the amount of \$75.00 per month, for each parking card issued by the Department of Airports.

Summary: Signature maintains a hangar facility at PBI pursuant to a Fixed Based Operator Lease Agreement (R-2016-0560). Signature requested space for overflow employee vehicle parking on a short-term basis, pending the construction of additional parking at PBI. Sixty-five parking cards have been issued to Signature for an initial fee of \$4,875 per month. Delegation of authority for execution of the standard form County agreement above was approved by the Board in R-2007-2070. **Countywide (AH)**

Background and Justification: N/A

Attachments: One (1) License Agreement

Recommended By: *[Signature]*
Department Director

4-21-23
Date

Approved By: *[Signature]*
County Administrator

4/26/23
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

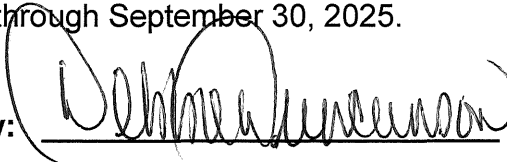
| Fiscal Years | <u>2023</u> | <u>2024</u> | <u>2025</u> | <u>2026</u> | <u>2027</u> |
|--|--------------------------|---------------------|---------------------|---------------------|---------------------|
| Capital Expenditures | _____ | _____ | _____ | _____ | _____ |
| Operating Costs | _____ | _____ | _____ | _____ | _____ |
| Operating Revenues | <u>(\$27,137)</u> | _____ | _____ | _____ | _____ |
| Program Income (County) | _____ | _____ | _____ | _____ | _____ |
| In-Kind Match (County) | _____ | _____ | _____ | _____ | _____ |
| NET FISCAL IMPACT | <u><u>(\$27,137)</u></u> | <u><u>\$-0-</u></u> | <u><u>\$-0-</u></u> | <u><u>\$-0-</u></u> | <u><u>\$-0-</u></u> |
| # ADDITIONAL FTE POSITIONS (Cumulative) | _____ | _____ | _____ | _____ | _____ |

Is Item Included in Current Budget? Yes ___ No X
 Does this item include the use of federal funds? Yes ___ No X

Budget Account No: Fund 4100 Department 120 Unit 8320 RSource 2900
 Reporting Category _____


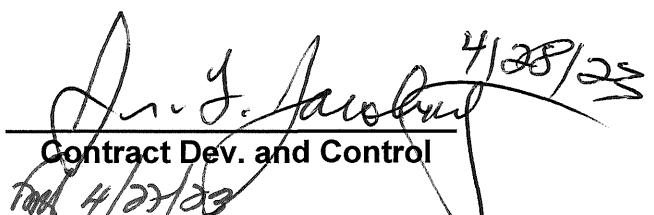
B. Recommended Sources of Funds/Summary of Fiscal Impact:

Signature will pay a license fee of \$75.00 per month, for each parking card issued by the Department. To date, 65 parking cards have been issued. The Initial Term of the License Agreement is April 14, 2023, and initially expiring September 30, 2023, with automatic renewals on a monthly basis through September 30, 2025.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

 OFMB 4/24/23
 ESW 4-24-23
 4/28/23
 Contract Dev. and Control
 Filed 4/27/23

B. Legal Sufficiency:

 4/28/23
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 11/17

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") made and entered into this 14 day of APRIL, 2023, by and between Palm Beach County, a political subdivision of the State of Florida, ("County") and Signature Flight Support LLC, a Delaware limited liability company, whose principal place of business is located at 13485 Veterans Way, Orlando, Florida 32827 ("Licensee").

WITNESSETH:

WHEREAS, County, by and through its Department of Airports (the "Department"), is the owner and operator of the Palm Beach International Airport (the "Airport"); and

WHEREAS, pursuant to that certain Fixed Base Operator Lease Agreement between Licensee and County dated May 3, 2016 (R2016-0560) (the "FBO Lease"), Licensee leases land and maintains operations at the Airport as a Fixed Base Operator (as defined in the Airport Minimum Standards); and

WHEREAS, Licensee requires space at the Airport on a temporary basis for additional vehicle parking in support of its operations under the FBO Lease; and

WHEREAS, County is the owner of that certain real property as more particularly depicted on the attached Exhibit "A"; and

WHEREAS, County is willing to grant Licensee a revocable license to use the Property for the purposes hereinafter defined.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth on the part of the Licensee to be observed and performed, the County hereby grants the Licensee a non-exclusive, revocable license to use the Property (as hereinafter defined) upon the following terms and conditions:

ARTICLE 1 BASIC PROVISIONS

1.01 Recitals. The foregoing recitals are true and correct and incorporated herein.

1.02 Property. The Property, which is the subject of this Agreement, is a portion of the Economy Parking Lot at the Airport. As of the Commencement Date of this Agreement, the location of the Property is depicted in Exhibit "A", attached hereto and incorporated herein (the "Property"). The location of the Property may be relocated from time to time, effective upon written notice by Department to Licensee.

1.03 FBO Lease. Shall have the meaning set forth in the recitals.

1.04 Parking Card means an access card issued by the Department, permitting a vehicle to access the Economy Parking gate.

**ARTICLE 2
LENGTH OF TERM AND COMMENCEMENT DATE**

The term of this Agreement shall commence on APRIL 14, 2023 (the "Commencement Date") and expire on September 30, 2023 (the "Initial Term"), unless terminated earlier as provided for herein. This Agreement shall be automatically renewed for one (1) month intervals thereafter (the "Renewal Term"), unless terminated earlier as provided for herein; provided, however, no Renewal Term shall extend beyond September 30, 2025; and further provided, either party may elect to not renew this Agreement upon providing no less than five (5) days advance written notice to the other party prior to the expiration of the then current term. The Initial Term and Renewal Term(s), if any, shall be collectively referred to as the "Term".

**ARTICLE 3
LICENSE FEE**

3.01 License Fee. Licensee shall pay County for the use and occupancy of the Property a license fee in the amount of Seventy-Five Dollars \$75.00 per month, for each Parking Card issued by the Department, together with applicable sales taxes thereon. The license fee shall be due whether or not a Parking Card is used, and the license fee shall be payable in advance, without demand and without any deduction, holdback or set off whatsoever, on or before the first day of each and every month throughout the Term of this Agreement with the first payment becoming due and payable on the Commencement Date.

3.02 Security Deposit. Licensee shall pay to County a "lost Parking Card" fee of one hundred dollars (\$100.00) for each Parking Card that is not returned to the Department within five (5) days of Department's request to Licensee. Licensee and County agree that Licensee's security deposit provided to County pursuant to the FBO Lease (the "Security Deposit") shall also serve as security for this Agreement. If there is a fee deficiency; if the Property requires maintenance or repair in order to be returned to serviceable condition; or upon Licensee's failure to perform any of its obligations hereunder, County shall have the right to draw upon the Security Deposit and apply the Security Deposit, or any part thereof, to the deficiency or to costs incurred by County, plus any applicable administrative overhead. Licensee shall maintain the Security Deposit in good standing throughout the Term.

**ARTICLE 4
CONDUCT OF BUSINESS AND USE OF PROPERTY BY LICENSEE**

4.01 Use of Property. Licensee shall use the Property solely and exclusively for overflow vehicle parking solely for pilots, flight crew and other employees working at, or on business-related travel in connection with the FBO Lease, in accordance with the Terms and Conditions For Parking detailed in Exhibit "B" attached hereto. The Department, in its sole and absolute discretion, may modify the Terms and Conditions For Parking at any time throughout the Term, effective upon written notice to Licensee. Licensee shall not use, permit or suffer the use of the Property for any other business or purpose whatsoever.

4.02 Improvements. Licensee shall make no improvements, alterations or additions to the Property whatsoever, without the prior written consent of the Department, which may be granted or withheld in the Department's sole and absolute discretion. Licensee may install signage, markings or other delineation on the Property to identify the approved parking area, only upon written consent of the Department.

4.03 Condition of Property. Licensee accepts the Property in its "As is", "Where is" condition as of the Commencement Date. Licensee further acknowledges that County has not made any warranties or representations of any nature whatsoever regarding the Property including, but not limited to, any warranties or representations relating to the physical condition of the Property or any improvements located therein, or the suitability of the Property or any improvements for the Licensee's intended use.

4.04 Waste or Nuisance. Licensee shall not commit or suffer to be committed any waste upon the Property or any nuisance or other act or thing which may result in damage or depreciation of value of the Property.

4.05 Compliance with Laws. Licensee shall, at its sole cost and expense, secure any and all required licenses and permits and shall comply with all local, state and federal laws pertaining to Licensee or its use of the Property, including all applicable zoning, building and fire laws and regulations. Licensee acknowledges and agrees that County has made no representations whatsoever regarding Licensee's ability to use the Property for the purposes set forth in this Agreement. Licensee shall ensure that its invitees, guests and any all other persons entering the Property with or without Licensee's consent or knowledge comply with all applicable laws on the Property. Licensee shall indemnify, defend and save County harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Licensee's failure to perform its obligations specified in this Section. The foregoing indemnification agreement shall survive the expiration or earlier termination of this Agreement.

4.06 Non-Discrimination. Licensee shall comply with all applicable requirements of the Nondiscrimination Covenants set forth in the FBO Lease.

4.07 Surrender of Property. Upon expiration or earlier termination of Licensee's license to use the Property, Licensee, at its sole cost and expense, shall surrender the Property to the County in at least the same condition as the Property was in as of the Commencement Date of this Agreement.

4.08 County's Right to Enter. County shall have the right to enter the Property at any time, without notice, for any purpose whatsoever. County agrees to exercise reasonable efforts to minimize interference with or disruption of Licensee's operations on the Property; provided, however, County shall not be required to expend additional sums of money in order to comply with the foregoing requirement. In the event that a County work activity must take place within the Property during Licensee's operating hours, which will disrupt or interfere with the Licensee's operations, County will endeavor to provide prior notice to Licensee. The notice requirements provided under Section 10.04 shall not apply to this Section.

**ARTICLE 5
REPAIRS AND MAINTENANCE OF PROPERTY/SECURITY**

5.01 Repairs & Maintenance. County shall not be obligated or required to make or conduct any maintenance or repairs whatsoever to the Property. All portions of the Property and all improvements erected on the Property, including fencing, shall be kept in good repair and condition by Licensee. Licensee shall maintain the Property free of trash and debris. Upon expiration or earlier termination of this Agreement, Licensee shall deliver the Property to County in good repair and condition as specified herein, free of all improvements constructed by Licensee, if any. In the event of any damage to the Property, County may complete the necessary repairs or maintenance of the Property and Licensee shall reimburse County for all expenses incurred by County in doing so, plus a twenty five percent (25%) overhead, within fifteen (15) days after written request for reimbursement from County.

5.02 Security. Licensee acknowledges and accepts full responsibility for the security and protection of the Property and any and all personal property and improvements now existing or hereafter placed on or installed in or upon the Property, and for the prevention of unauthorized access to the Property. Licensee fully understands that the police security protection provided by County is limited to that provided to any other business situated in Palm Beach County by the Palm Beach County Sheriff's Office and expressly acknowledges that any special security measures deemed necessary or desirable for additional protection of the Property, shall be the sole responsibility of Licensee and shall involve no additional cost to County.

**ARTICLE 6
INSURANCE**

6.01 Maintenance of Insurance. Licensee shall maintain at its sole expense, in force and effect at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described set forth in the FBO Lease, incorporated by reference herein. Failure to maintain at least the required insurance shall be considered default of the Agreement. The requirements contained herein, as well as County's review or acceptance of insurance maintained by Licensee, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Licensee under the Agreement. Licensee agrees to notify the County at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

**ARTICLE 7
INDEMNIFICATION**

Licensee shall indemnify, defend and save County harmless from and against any and all claims, actions, damages, liability and expense in connection with: (i) loss of life, personal injury and/or damage to or destruction of property arising from or out of any occurrence in, upon or at the Property; (ii) the occupancy or use by Licensee of the Property or any part thereof; or (iii) any act or omission of Licensee, its agents, contractors, employees or invitees. In the event the County is made a party to any

litigation commenced against Licensee or by Licensee against any third party, then Licensee shall protect and hold County harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, and any appeals thereof. Licensee recognizes the broad nature of this indemnification provision and specifically acknowledges the receipt of good and value separate consideration in support thereof. This provision shall survive expiration or earlier termination of this Agreement.

ARTICLE 8 ASSIGNMENT

Licensee may not assign, sublet or rent any portion of the Property.

ARTICLE 9 REVOCATION OF LICENSE/DEFAULT

9.01 Revocation of License. Notwithstanding any provision of this Agreement to the contrary, the rights granted to Licensee hereunder amount only to a non-exclusive license to use the Property, which license is expressly revocable by County for any reason whatsoever upon notice to Licensee. Upon notice from County of the revocation of the license granted hereby, this Agreement shall terminate and County shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination.

9.02 Termination for Convenience by Licensee. Licensee may terminate this Agreement for convenience upon five (5) days prior written notice to County, whereupon the parties shall be relieved of all further obligations hereunder with the exception of those obligations accruing prior to the date of such termination and those obligations which expressly survive termination of this Agreement.

9.03 Default. Failure to perform or observe any of the agreements, covenants or conditions contained in this Agreement, or in the FBO Lease, to be performed or observed by such party upon five (5) days prior written notice shall constitute a default of this Agreement.

ARTICLE 10 MISCELLANEOUS

10.01 Subordination to Bond Resolution. This Agreement and all rights granted to Licensee hereunder are expressly subordinated and subject to the lien and provisions of the pledge, transfer, hypothecation or assignment made by County in the Palm Beach County Airport System Revenue Bond Resolution dated April 3, 1984 (R-84-427), as amended and supplemented (the "Bond Resolution"), and County and Licensee agree that to the extent permitted by authorizing legislation, the holders of the Bonds or their designated representatives shall exercise any and all rights of County hereunder to the extent such possession, enjoyment and exercise are necessary to insure compliance by Licensee and County with the terms and provisions of this Agreement and Bond Resolution.

10.02 Subordination to State/Federal Agreements. This Agreement shall be subject and subordinate to all the terms and conditions of any instrument and documents under which the County acquired the land or improvements thereon, of which the Property are a part, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Licensee understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement between County and the United States of America, the State of Florida or any of their respective agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

10.03 Entire Agreement. This Agreement and any Exhibits attached hereto and forming a part thereof as if fully set forth herein, constitute all agreements, conditions and understandings between County and Licensee concerning the Property. All representations, either oral or written, shall be deemed to be merged into this Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon County or Licensee unless reduced to writing and signed by them.

10.04 Notices. All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service or overnight mail, telecopied or faxed (provided in each case a receipt is obtained), or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services or overnight mail, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

- (a) If to the County at:
Palm Beach County Department of Airports
Attn: Airport Director
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470
Fax: (561) 471-7427

- (b) If to the Licensee at:
Signature Flight Support LLC
Attn: Legal Department
13485 Veterans Way
Orlando, FL 32827

With a copy to:
Signature Flight Support LLC
Attn: General Manager
1500 Perimeter Road, PBIA
West Palm Beach, FL 33406

Either party may from time to time change the address to which notice under this Agreement shall be given such party, upon three (3) days prior written notice to the other party.

10.05 Recording. Licensee shall not record this Agreement or any memorandum or short form thereof.

10.06 Waiver of Jury Trial. The parties hereto waive trial by jury in connection with proceedings or counterclaims brought by either of the parties hereto against the other, in connection with this Agreement.

10.07 Governing Law and Venue. This Agreement shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in Palm Beach County.

10.08 Time of Essence. Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.

10.09 Captions. The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.

10.10 Severability. In the event that any section, paragraph, sentence, clause or provision of this Agreement is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

10.11 Waiver. No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

10.12 Office of the Inspector General. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Licensee, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

10.13 No Third Party Beneficiaries. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of County and/or Licensee.


10.14 Scrutinized Companies. As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Licensee certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if Licensee is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the COUNTY. When contract value is greater than \$1 million, as provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Licensee certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria. If the County determines, using credible information available to the public, that a false certification has been submitted by Licensee, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Agreement renewal, if applicable.

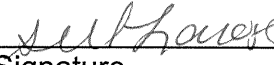
10.15 Effective Date. This Agreement shall become effective when executed by the parties hereto.

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IN WITNESS WHEREOF, County and Licensee have executed this Agreement, or have caused the same to be executed as of the day and year first above written.

WITNESSES:


Signature
Ray Walter
Typed or Printed Name


Signature
Shawna Larose
Typed or Printed Name


**PALM BEACH COUNTY, FLORIDA,
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA**

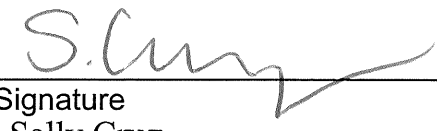
By:  *RW*
Director of Airports

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

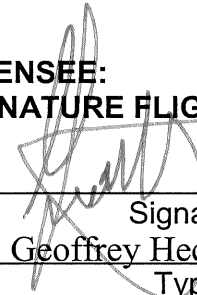
By: 
County Attorney

WITNESSES:


Signature
Theresa Kassim
Typed or Printed Name

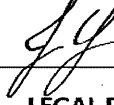

Signature
Sally Cruz
Typed or Printed Name

**LICENSEE:
SIGNATURE FLIGHT SUPPORT LLC**

By: 
Signature
Geoffrey Heck
Typed or Printed Name

Title: Senior Vice President, Operations

APPROVED AS TO FORM:

 04-03-2023
LEGAL DEPARTMENT

(Seal)

**EXHIBIT "A"
THE PROPERTY**

The Property consists of a portion of the Economy Parking Lot designated by the Department for use by Licensee as provided in this Agreement. As of the Commencement Date, the Property is that portion of the Economy Parking Lot at the Airport as depicted below.

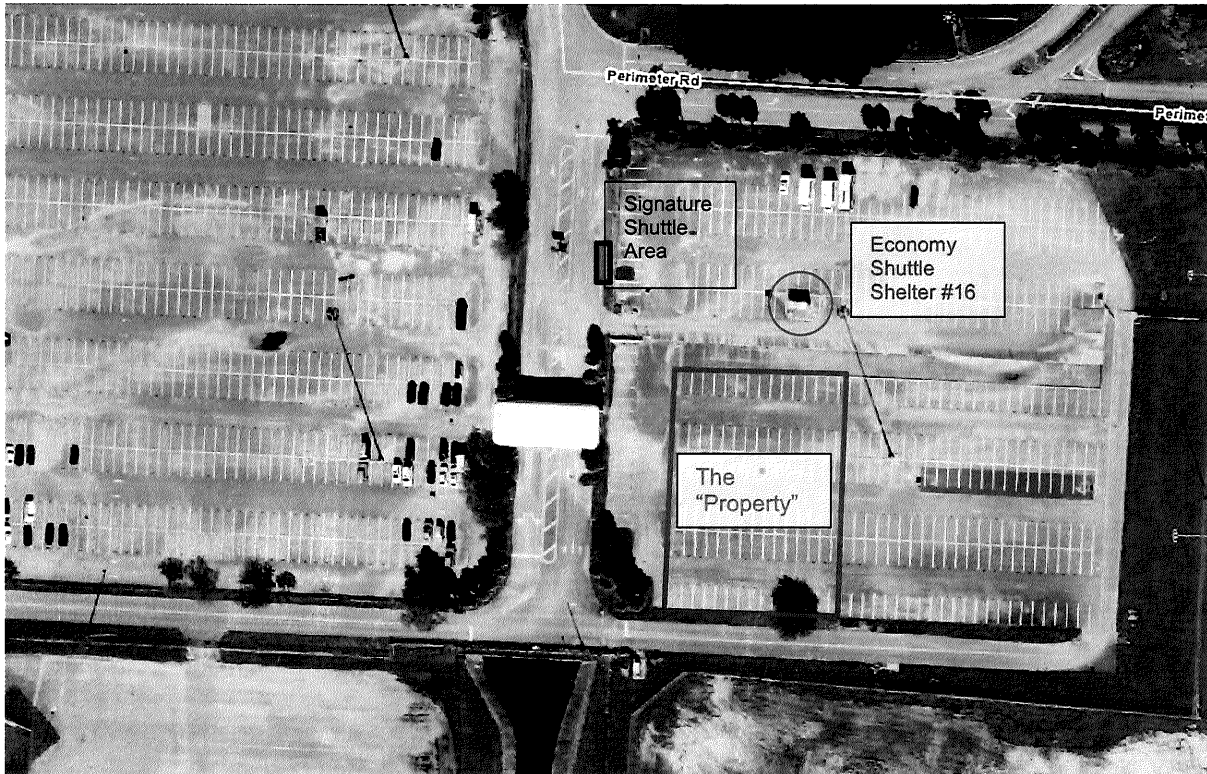


Exhibit "B"
Terms and Conditions For Parking

Following are the Terms and Conditions For Parking effective upon the Commencement Date of this Agreement. In accordance with Section 4.01 of the Agreement, the Department, in its sole and absolute discretion, may modify the following Terms and Conditions For Parking at any time throughout the Term, effective upon written notice to Licensee.

1. Licensee shall use the Property solely and exclusively for overflow vehicle parking solely for pilots, flight crew and other employees working at, or on business-related travel in connection with the FBO Lease. Licensee shall not use the Property for personal or non-work related travel by any user, including, but not limited to pilots, flight crew and other employees, of family members thereof; or for paid parking. Licensee shall not use the Property for any other business or purpose whatsoever, including, but not limited to, the storage of inoperable vehicles, boats, trailers of any type, or non-vehicular materials of any type.
2. The Department shall issue batches of Parking Cards and decals to Licensee upon request by Licensee. Licensee shall pay for each Parking Card issued in accordance with Section 3.01 of this Agreement, whether a Parking Card is used or not. Licensee shall be responsible for issuing Parking Cards and decals to users, and shall maintain a log, or roster, of each user issued a Parking Card and decal in a format acceptable to the Department. The log or roster shall be provided to the Department not less than monthly, no later than the tenth (10th) day of each calendar month, or more frequently upon request by the Department.
3. All vehicles utilizing the Parking Spaces shall display a Department-issued decal and shall park only in the area(s) designated by Department for use with this Agreement. Use of a Parking Card by any user without display of a Department-issued decal shall be a material default of this Agreement.
4. All users of the parking privileges provided in this Agreement shall park their vehicles only in Department-approved area(s) of the Economy Parking Lot.
5. Licensee's authorized pilots, flight crew and other employees utilizing the Property may utilize the Economy Parking Lot shuttle system for transport to and from the Airport Terminal. As of the Commencement Date, users shall utilize only Economy Parking Shuttle Stop #16, as shown on Exhibit "A". Users shall not request the parking shuttle to drop off or pickup at a location other-than the established shuttle pickup area.
6. Licensee may use its own shuttle to transport pilots, flight crew and other employees utilizing the Property. Such shuttle shall pick up and drop off passengers outside of the Economy Parking Lot toll plaza, as generally indicated in Exhibit "A".
7. Department may, at any time, audit Licensee's use of the Property to assure compliance with this Agreement, including the "business travel related" limitation.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|--|---------------------|
| PRODUCER Aon Risk Services Northeast, Inc. Boston MA Office 53 State Street Suite 2201 Boston MA 02109 USA | CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 | |
| | E-MAIL ADDRESS: | |
| INSURED Signature Flight Support LLC 13485 Veterans Way Suite 600 Orlando FL 32827 USA | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: Starr Indemnity & Liability Company | NAIC # 38318 |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |

Holder Identifier :


COVERAGES **CERTIFICATE NUMBER: 570096955356** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

| INSH LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|--|-------------------------|-------------------------|---|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | | | | | EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> Phys Damage Ded | | | 1000600306221 All other states 1000600307221 MA | 12/31/2022 | 12/31/2023 | COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION | | | | | | EACH OCCURRENCE AGGREGATE |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | 1000002963 AOS 1000002961 FL MA | 12/31/2022 | 12/31/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE-EA EMPLOYEE \$2,000,000 E.L. DISEASE-POLICY LIMIT \$2,000,000 |

Certificate No : 570096955356

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: FBO Lease Agreement between the Insured and Palm Beach County. Palm Beach County, a political subdivision of the State of Florida is added as Additional Insured excluding workers' compensation and Employers' Liability as required by written contract but limited to the operations of the insured under said contract, and always subject to the policy terms, conditions and exclusions. Automobile Liability only applies to vehicles that are licensed for use on public roads and only for auto accidents that occur while on a public road.

CERTIFICATE HOLDER **CANCELLATION**

| | |
|--|--|
| Department of Airports Palm Beach County Palm Beach International Airport Building 846 West Palm Beach FL 33406-1491 USA | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i> |
|--|--|

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|--|---|--|---------------|
| PRODUCER Aon Risk Services Northeast, Inc. Boston MA Office 53 State Street Suite 2201 Boston MA 02109 USA | CONTACT NAME: PHONE (A/C. No. Ex): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 | | |
| | E-MAIL ADDRESS: | | |
| INSURED Signature Flight Support LLC 13485 Veterans Way Suite 600 Orlando FL 32827 USA | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A: Allianz Global Corporate & Specialty SE | | 0878FI |
| | INSURER B: Starr Indemnity & Liability Company | | 38318 |
| | INSURER C: | | |
| | INSURER D: | | |
| | INSURER E: | | |

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570096956344** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVO | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | AVLON2201404 Aviation Liability | 12/31/2022 | 12/31/2023 | EACH OCCURRENCE \$50,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$200,000 PERSONAL & ADV INJURY \$25,000,000 GENERAL AGGREGATE \$100,000,000 PRODUCTS - COMP/OP AGG \$100,000,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | AVLON2201404 On-Airport Premises Autom | 12/31/2022 | 12/31/2023 | COMBINED SINGLE LIMIT (Ea accidnt) \$50,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accidnt) PROPERTY DAMAGE (Per accidnt) |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION | | | | | | EACH OCCURRENCE AGGREGATE |
| B | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | 1000002963 AOS | 12/31/2022 | 12/31/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
| B | | | | 1000002961 FL & MA | 12/31/2022 | 12/31/2023 | E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE-EA EMPLOYEE \$2,000,000 E.L. DISEASE-POLICY LIMIT \$2,000,000 |

Certificate No : 570096956344

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Fixed Base Operation (FBO) Lease Agreement at Palm Beach International Airport.

SPECIAL PROVISIONS:
 Solely as respects: (i) the Insurance coverages noted above (ii) the Contract(s) and only to the extent of the insurance requirements of the Contract(s) provided all policy terms, conditions, limitations, deductibles, warranties, and exclusions remain paramount, (iii) the Equipment (if applicable) and (iv) the operations of the Named Insured, subject to all policy

| | |
|--|---|
| CERTIFICATE HOLDER Palm Beach County Board of County Comm. a Political Subdivision of the State of FL, its Officers, Employees and Agents c/o Palm Beach County Dept of Airports 846 Palm Beach International Airport West Palm Beach FL 33406 USA | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast Inc.</i> |
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ADDITIONAL REMARKS SCHEDULE

| | | | |
|---|-----------|---|--|
| AGENCY Aon Risk Services Northeast, Inc. | | NAMED INSURED Signature Flight Support LLC | |
| POLICY NUMBER See Certificate Number: 570096956344 | | EFFECTIVE DATE: | |
| CARRIER See Certificate Number: 570096956344 | NAIC CODE | | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|-------------------------------|--------|
| INSURER | |
| INSURER | |
| INSURER | |
| INSURER | |

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS |
|----------|----------------------|-----------|----------|------------------|------------------------------------|-------------------------------------|--------|
| | WORKERS COMPENSATION | | | | | | |
| B | | N/A | | 1000002960 WI | 12/31/2022 | 12/31/2023 | |
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ADDITIONAL REMARKS SCHEDULE

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|---|-----------|---|--|
| AGENCY Aon Risk Services Northeast, Inc. | | NAMED INSURED Signature Flight Support LLC | |
| POLICY NUMBER See Certificate Number: 570096956344 | | | |
| CARRIER See Certificate Number: 570096956344 | NAIC CODE | EFFECTIVE DATE: | |

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Additional Description of Operations / Locations / Vehicles:

terms, conditions, limitations, deductibles, warranties, and exclusions, the following provisions apply:

1. Palm Beach County Board of County Commissioners, a Political subdivision of the State of Florida, its Officers, Employees and Agents, c/o Palm Beach County Department of Airports, 846 Palm Beach International Airport, West Palm Beach, Florida 33406 are included as Additional Insureds as their respective interests may appear excluding workers Compensation.



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ADDITIONAL REMARKS SCHEDULE

| | | | |
|---|-----------|---|--|
| AGENCY Aon Risk Services Northeast, Inc. | | NAMED INSURED Signature Flight Support LLC | |
| POLICY NUMBER See Certificate Number: 570096956344 | | | |
| CARRIER See Certificate Number: 570096956344 | NAIC CODE | EFFECTIVE DATE: | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Special Provisions Continued

SPECIAL PROVISIONS:

Solely as respects: (i) the Insurance coverages noted above (ii) the Contract(s) and only to the extent of the insurance requirements of the Contract(s) provided all policy terms, conditions, limitations, deductibles, warranties, and exclusions remain paramount, (iii) the Equipment (if applicable) and (iv) the operations of the Named Insured, subject to all policy terms, conditions, limitations, deductibles, warranties, and exclusions, the following provisions apply:

Geographical Limits are Worldwide.

Comprehensive General Aviation Liability including inter alia, On-Airport Premises Automotive Liability, Premises, Products and Completed Operations Liabilities, Hangarkeepers Liability, Aircraft Liability, Contractual Liability, Cargo Liability, Baggage Liability, Advertisers Liability and Fire Legal Liability.

SEVERAL LIABILITY NOTICE: The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and is limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscriptions of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations. LSW 1001 (Insurance)

Each of the above Insurers, individually for its policy only, has authorized the undersigned to issue this certificate on its behalf as a matter of convenience. The undersigned is not an insurer and has no liability of any sort under the above policies nor as a result of this certification.



ADDITIONAL REMARKS SCHEDULE

| | | | |
|---|-----------|---|--|
| AGENCY Aon Risk Services Northeast, Inc. | | NAMED INSURED Signature Flight Support LLC | |
| POLICY NUMBER See Certificate Number: 570096956344 | | | |
| CARRIER See Certificate Number: 570096956344 | NAIC CODE | EFFECTIVE DATE: | |

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Special Provisions Continued:

This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein, unless otherwise noted above. Notwithstanding any requirement, term or condition of any contract or other document with respects to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies subscribed herein is subject to all terms, exclusions and conditions of such policies.



* *





ADDITIONAL REMARKS SCHEDULE

| | | | |
|---|-----------|---|--|
| AGENCY Aon Risk Services Northeast, Inc. | | NAMED INSURED Signature Flight Support LLC | |
| POLICY NUMBER See Certificate Number: 570096956344 | | | |
| CARRIER See Certificate Number: 570096956344 | NAIC CODE | EFFECTIVE DATE: | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Named Insured Includes:

Advanced Aviation, LLC dba Signature Flight Support
 Bradley Pacific Aviation, Inc dba Signature Flight Support
 Encore Asheville FBO, LLC dba Signature Flight Support
 Encore FBO Acquisition, LLC dba Signature Flight Support
 Encore FBO SAS dba Signature Flight Support
 Encore FBO, LLC dba Signature Flight Support
 Encore FBO, LLC dba Signature Technicair
 Encore MAP SAS dba Signature Flight Support
 ERA FBO, LLC dba Signature Flight Support
 Fresno FBO, LLC dba Signature Flight Support
 First Aviation Services, LLC dba Signature Flight Support
 First Aviation Services, Inc. dba Signature Technicair
 Galvin Flying Services, Inc. and Galvin Aviation LLC dba Signature Flight Support
 Landmark Aviation GSO-SAN, LLC dba Signature Flight Support
 Landmark Aviation GSO-SAN, LLC dba Signature Technicair
 Landmark Aviation Miami, LLC dba Signature Flight Support
 Landmark FBO, LLC dba Signature Technicair
 Laredo Aero Center, Inc dba Signature Flight Support
 Miami Executive Aviation, LLC dba Signature Flight Support
 Midlantic Jet Aviation, LLC dba Signature Flight Support
 Piedmont Hawthorne Aviation, LLC dba Signature Flight Support
 Piedmont Hawthorne Aviation, LLC dba Signature Technicair
 Ross Baton Rouge, LLC dba Signature Flight Support
 Ross Chester County, LLC dba Signature Flight Support
 Ross Denver Air, LLC dba Signature Flight Support
 Ross Midland, LLC dba Signature Flight Support
 Ross Pilot Drive, LLC dba Signature Flight Support
 Ross Spokane LLC dba Signature Flight Support
 Ross Tradition, LLC dba Signature Flight Support
 Ross Trenton, LLC dba Signature Flight Support
 RSS Jet Center Ltd dba Signature Flight Support
 Signature Aviation US Holdco LP
 Southwest Airport Services, Inc dba Signature Flight Support
 Williston Air Center JV, LLC dba Signature Flight Support

Certificate No: 570096956344



Palm Beach County Board of County Comm.
a Political Subdivision of the State of
FL, its Officers, Employees and Agents
c/o Palm Beach County Dept of Airports
846 Palm Beach International Airport
West Palm Beach FL 33406 USA

Friday, December 23, 2022

To whom it may concern:

Following a concentrated effort to reduce our environmental footprint and provide timely certificate delivery, Aon will begin delivering our Certificates of Insurance electronically in PDF format.

Please utilize one of the following methods to ensure you will receive the electronic copy of your Certificate (Certificate No: **570096956344**) for future renewals:

- Visit aon.com/e-cert; or
- Utilize the QR Code below to enter/validate your information.

If your email address has changed or will be changing in the future, or you no longer require this certificate, please let us know using one of the methods above.

Thank you for your cooperation and willingness to help us reduce our impact to the environment.

MSC# 17755 | Aon
P.O. Box 1447
Lincolnshire, IL 60069



08/11/2022 10:11:11 AM
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08/11/2022 10:11:11 AM



AFFIDAVIT OF LIMITED LIABILITY COMPANY

STATE OF FLORIDA

COUNTY OF ORANGE

BEFORE ME, the undersigned authority, personally appeared, the undersigned who by me being first duly sworn, depose(s) and say(s) that:

The undersigned is the Senior Vice President – Operations of Signature Flight Support LLC, a Delaware limited liability company (“Company”).

2. The Certificate of Formation of the Company has been filed, and is on-file with, the Delaware Department of State and such Certificate is incorporated herein by reference. An Application by Foreign Limited Liability Company for Authorization to Transact Business in Florida for the Company has been filed, and is on-file with, the Florida Department of State.

3. The Company is in good standing and is authorized to transact business in the State of Florida as of the date hereof.

4. The Company is a manager managed limited liability company.

5. The undersigned is an officer of the Company and is authorized by the Managers to act on behalf of the Company and legally bind the Company and execute contracts and other instruments relating to the transaction of business of the Company.

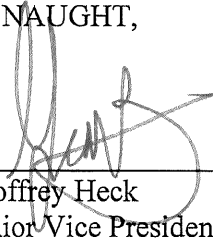
6. The undersigned has the right and authority to enter into that certain License Agreement between Palm Beach County, a political subdivision of the State of Florida and the Company (the “Agreement”), which is incorporated herein by reference and made a part hereof, and such other instruments as may be necessary and appropriate for the Company to fulfill its obligations under such Agreement, including amendment(s) and termination of such Agreement.

7. Upon execution and delivery of such Agreement and documents by the undersigned, all of the aforesaid shall be valid agreements of and be binding upon the Company.

8. The transactions contemplated herein will not violate any of the terms and conditions of the Company’s member agreement, operating agreement, certificate of formation or of any other agreement and amendments thereto of whatever kind between the Company and any third person.

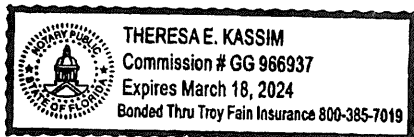
9. The undersigned acknowledges that affiant is familiar with the nature of an oath and the penalties provided by the laws of the State of Florida and that this Affidavit is being given to induce Palm Beach County to enter into the Agreement.


FURTHER AFFIANT SAYETH NAUGHT,



Geoffrey Heck
Senior Vice President – Operations
Signature Flight Support LLC

Sworn to (or affirmed) and subscribed before me by means of physical presence -OR- online notarization, this 5th day of April, 2023, by Geoffrey Heck, as Senior Vice President - Operations of Signature Flight Support LLC, on behalf of the Company, who is personally known to me -OR- produced FLDL, as identification and who did take an oath.





Notary Signature
Theresa E. Kassim

Print Notary Name

NOTARY PUBLIC
State of Florida at large

My Commission Expires:

March 18, 2024
