



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

| Fiscal Years                            | <u>2025</u>             | <u>2026</u>         | <u>2027</u>         | <u>2028</u>         | <u>2029</u>         |
|---|-------------------------|---------------------|---------------------|---------------------|---------------------|
| Capital Expenditures                    | _____                   | _____               | _____               | _____               | _____               |
| Operating Costs                         | _____                   | _____               | _____               | _____               | _____               |
| Operating Revenues                      | <u>(\$1,848)</u>        | _____               | _____               | _____               | _____               |
| Program Income (County)                 | _____                   | _____               | _____               | _____               | _____               |
| In-Kind Match (County)                  | _____                   | _____               | _____               | _____               | _____               |
| <b>NET FISCAL IMPACT</b>                | <u><b>(\$1,848)</b></u> | <u><b>\$-0-</b></u> | <u><b>\$-0-</b></u> | <u><b>\$-0-</b></u> | <u><b>\$-0-</b></u> |
| # ADDITIONAL FTE POSITIONS (Cumulative) | _____                   | _____               | _____               | _____               | _____               |

Is item included in proposed budget? Yes \_\_\_ No X  
 Does this item include the use of federal funds? Yes \_\_\_ No X  
 Does this item include the use of state funds? Yes \_\_\_ No X

Budget Account No: Fund 4100 Department 120 Unit 8320 Resource 2900  
 Reporting Category \_\_\_\_\_

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

The fiscal impact for this Operating Permit is \$1,847.75, for landing, ticket counter, gate and baggage handling fees.

C. Departmental Fiscal Review: Debbie Anderson  
 @ 12/3

**III. REVIEW COMMENTS**

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

ASB 12/5/24  
 OFMB 12/5  
 MD 12/5

Frank Mack  
 Contract Dev. and Control 12/9/24

**B. Legal Sufficiency:**

Anne Heland 12-10-24  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Foreign Profit Corporation

GLOBAL CROSSING AIRLINES, INC.

### Filing Information

**Document Number** F22000001004

**FEI/EIN Number** 85-0655281

**Date Filed** 02/17/2022

**State** DE

**Status** ACTIVE

### Principal Address

4200 NW 36 Street 4th Floor Bld 5A

Miami, FL 33166

Changed: 02/07/2023

### Mailing Address

P.O. Box 661240

Miami, FL 33166

Changed: 02/07/2023

### Registered Agent Name & Address

WEGEL, EDWARD J

4200 NW 36 ST., BLDG. 5A

MIAMI, FL 33166

### Officer/Director Detail

#### **Name & Address**

Title CFO

Goepel, Ryan

4200 NW 36 Street 4th Floor Bld 5A ✓

Miami, FL 33166

Title D

WEGEL, EDWARD J

4200 NW 36 Street 4th Floor Bld 5A

Miami, FL 33166

Title CEO

Wegel, Edward  
4200 NW 36 Street 4th Floor Bld 5A  
Miami, FL 33166

**Annual Reports**

| <b>Report Year</b> | <b>Filed Date</b> |
|--------------------|-------------------|
| 2023               | 02/07/2023        |
| 2024               | 01/09/2024        |

**Document Images**

|  |  |
|--|--|
| <a href="#">01/09/2024 -- ANNUAL REPORT</a>  | <a href="#">View image in PDF format</a> |
| <a href="#">02/07/2023 -- ANNUAL REPORT</a>  | <a href="#">View image in PDF format</a> |
| <a href="#">02/17/2022 -- Foreign Profit</a> | <a href="#">View image in PDF format</a> |

**WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF  
GLOBAL CROSSING AIRLINES, INC.  
IN LIEU OF THE ANNUAL OR SPECIAL MEETING**

**SEPTEMBER 4, 2024**

The undersigned, being the sole member of the Board of Directors of **GLOBAL CROSSING AIRLINES, INC.**, a Delaware corporation, ("Company"), acting pursuant to Section 141 of the General Corporation Law of the State of Delaware, the Certificate of Incorporation, and the By-Laws of the Company, does hereby consent that the following actions be taken by the Company in lieu of the annual or a special meeting of the Board of Directors and direct that this consent, ("Consent"), be filed in the Company's records.

**APPOINTMENT OF AUTHORIZED SIGNATORIES**

**WHEREAS**, the Company has determined that in the best interest of the Company to appoint certain individuals as authorized signatories to execute agreements, contracts, and other documents on behalf of the Company;

**NOW, THEREFORE, BE:**

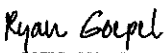
**RESOLVED**, that the following individuals be, and hereby are, appointed as authorized signatories for the Company with full authority to execute and deliver agreements, contracts, and other necessary documents on behalf of the Company:

1. **Wendy Shapiro, SVP, Corporate Controller.**
2. **Mark Salvador, SVP of Marketing and Administration.**

**BE IT FURTHER RESOLVED**, that the authorized signatories may execute documents and agreements as required by the operations of the Company in accordance with the guidelines established by the Company's Board of Directors.

**IN WITNESS WHEREOF**, the undersigned has executed this consent on the date first written above.

**DIRECTOR:**

DocuSigned by:  
  
BB7BD155522E447  
Name: Ryan Goepel



U.S. Department of  
Transportation

Federal Aviation  
Administration

# Air Carrier Certificate

This certifies that

GLOBAL CROSSING AIRLINES, INC.

4200 N.W. 36th St. Bldg. 5A, Miami Intl. Airport

Miami, Florida 33166

has met the requirements of the Federal Aviation Act of 1958, as amended, and the rules, regulations, and standards prescribed thereunder for the issuance of this certificate and is hereby authorized to operate as an air carrier and conduct common carriage operations in accordance with said Act and the rules, regulations, and standards prescribed thereunder and the terms, conditions, and limitations contained in the approved operations specifications.

This certificate is not transferable and, unless sooner surrendered, suspended, or revoked, shall continue in effect indefinitely.

By Direction of the Administrator

Certificate number GCXA466Q

(Signature)

Effective date August 2, 2021

(A) Division Manager, Air Carrier Div E

(Title)

Issued at South Florida Certificate Management Office 29

AFC-500 Air Carrier Safety Assurance

(Office)

10/7/2024

This is to certify to the following Certificate Holder(s):

**Palm Beach County Board of County Commissioners**

**Certificate Number GCX-23-029**

This is to certify that insurance brokers other than Arthur J. Gallagher Risk Management Services, LLC have secured the referenced insurance policies Hull & Liability 1000189541-01, Hull Deductible B0507AR2300003, Hull War B0507AR2300002 and Excess AVN52E B0507AR2301246 for 100% with Starr Surplus Lines Insurance Company per Starr Aviation and/or Other Licensed Companies, each for their part and not one for the other, on behalf of the Named Insured covering their operations against the following risks and up to the limits stated whilst operating Worldwide excluding Russia, Ukraine, Belarus and Crimea. Worldwide in regards to Products Coverage or as defined in the policies.

**Named Insured:** Global Crossing Airlines, Inc. d/b/a GlobalX, Global Crossing Airlines Group Inc. and any firm or corporation affiliated to, subsidiary to, associated with or under the same management as any corporation herein named as now existing or as shall hereafter be created (Named Insured) at Building 5A, 4th floor, 4200 NW 36th Street, Miami International Airport, Miami, FL 33166

**Policy Period:** December 23, 2023 to December 23, 2024 both days at 00:01 Local Standard Time at the address of the Named Insured

**Coverages:** **ALL RISKS (GROUND AND FLIGHT) AIRCRAFT HULL VALUE:** Agreed Value as on file including All Risks (including transit) Aircraft Spare parts Insurance. The Spares coverage is subject to a Deductible but the applicable aircraft hull deductible shall apply in respect of engine running losses: Spares Limit: USD 10,000,000 Spares Deductible USD 10,000 each loss/location The Hull coverage is subject to a Deductible (not applicable to Total or Constructive Total Loss/Arranged Total Loss. Occurrence aggregate deductible equal to highest applicable deductible): USD 750,000 any one occurrence

**AVIATION HULL WAR AND ALLIED PERILS (LSW555D) VALUE:** Agreed Value as on file including Aircraft Spare Parts Insurance.

**AIRCRAFT LIABILITY AND COMPREHENSIVE GENERAL LIABILITY LIMIT:** USD 750,000,000 each occurrence, unless sublimit as noted; Including, but not limited to: Bodily Injury and Property Damage to Third Parties, Passenger, Personal Injury (non-passengers sublimit USD 25,000,000 per occurrence, aggregate), Contractual, Passengers' Baggage, Premises, Hangarkeepers, Products & Completed Operations (in annual aggregate), and Cargo Legal Liabilities (sublimit to USD 25,000,000. Excess Automobile and Employers Liabilities (sublimit to USD 25,000,000.) AVN52E Extended Coverage Endorsement (Aviation Liabilities) USD 750,000,000 each occurrence and in the annual aggregate

**Aircraft And/Or Equipment:** Any Aircraft owned, used, maintained and/or operated by the Named Insured.

**Contracts:** Operating Permit between Palm Beach County Board of County Commissioners and Global Crossing Airlines, Inc.

**Special Provisions**

Subject always to the scope of the referenced policies and all the policies' declarations, insuring agreements, terms, conditions, limitations, exclusions, deductibles, warranties and endorsements thereof remaining paramount: Solely as respects: (i) The Coverage(s) noted above; (ii) the Contract(s) (and then only to the extent of the Named Insured's obligation to provide insurance under the terms of the Contract(s)); and (iii) the operations of the Named Insured; the policies are endorsed to include the following provisions(s):

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents are included as Additional Insured as their respective rights and interests may appear, warranted no operational interest; however, no party shall be included as an Additional Insured as respects its legal liability manufacturer, repairer or servicing agent of the Aircraft and/or Engines.

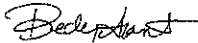
This insurance is primary without right of contribution from any other insurance as may be carried by the Additional Insureds.

The Insurers waive their rights of subrogation against the Additional Insureds but only to the extent the Named Insured has waived its rights of recovery under the Contract(s).

In the event of cancellation or material changes of the policies by insurers which would adversely affect the interests of the Certificate Holder(s), Insurers agree to provide 45 days prior written notice (10 days for non-payment of premium) (seven (7) days or such shorter period as may be customary in the case of War Risks and Allied Perils Coverage) to the Certificate Holder(s).

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

**This is to certify that policies of insurance listed above have been issued to the Insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contracts or other documents with respect to which the certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.**



Authorized Representative

**SCHEDULE OF ADDRESSEES TO CERTIFICATE NUMBER: GCX-23-029**

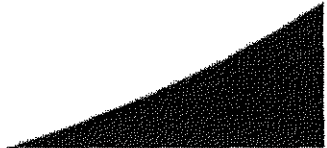
**INSURED** Global Crossing Airlines, Inc. d/b/a GlobalX, Global Crossing Airlines Group Inc. and any firm or corporation affiliated to, subsidiary to, associated with or under the same management as any corporation herein named as now existing or as shall hereafter be created

**SUBJECT** Operating Permit between Palm Beach County Board of County Commissioners and Global Crossing Airlines, Inc.

**COMPANY CONTACT NAME ADDRESS EMAIL**  
Palm Beach County Board of County Commissioners  
c/o Department of Airports  
846 Palm Beach International Airport West Palm Beach, FL 33406  
properties@pbia.org

**COMPANY CONTACT NAME ADDRESS EMAIL**

**COMPANY CONTACT NAME ADDRESS EMAIL**







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/22/2024

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<br>AssuredPartners Aerospace<br>5601 Granite Parkway, Ste 860<br>Plano, TX 75024-6647 | CONTACT NAME: Jay Scarbo   |
|  | PHONE (A/C, No, Ext): T 972-980-0800 FAX (A/C, No): F 214-705-6262 |
|  | E-MAIL ADDRESS: jay.scarbo@assuredpartners.com                     |
|  | INSURER(S) AFFORDING COVERAGE                                      |
|  | INSURER A : Starr Indemnity & Liability Company                    |
|  | INSURER B :  |
|  | INSURER C :  |
|  | INSURER D :  |
|  | INSURER E :  |
|  | INSURER F :  |

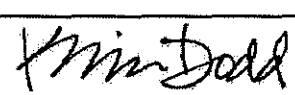
INSURED  
Global Crossing Airlines, Inc.  
4200 NW 36th Street  
Building 5A  
Miami FL 33166

COVERAGES CERTIFICATE NUMBER: 82450847 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.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          |               |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY          |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                    |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$   |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$   |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N<br>N  | N/A      | 100 0005205   | 1/1/2024                | 1/1/2025                | PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT \$ \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ \$1,000,000                                       |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

|  |   |
|--|---|
| <b>CERTIFICATE HOLDER</b><br><br>Palm Beach County Board of County Commissioners<br>C/O Department of Airports<br>846 Palm Beach International Airport<br>West Palm Beach FL 33406 | <b>CANCELLATION</b><br><br>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<br><br>Kerin Dodd    |

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ACORD 25 (2016/03)

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82450847 | 2024-2025 WC Master Certificate | Bernadette Manglaris | 10/22/2024 9:30:19 AM (EDT) | Page 1 of 1  
 This certificate cancels and supersedes ALL previously issued certificates.

# Palm Beach

INTERNATIONAL AIRPORT



## **PALM BEACH INTERNATIONAL AIRPORT OPERATING PERMIT APPLICATION FORM**

Air Transportation Companies requesting to conduct business at the Palm Beach International Airport (“Airport” or “PBI”) on an on-demand or short term basis are required to obtain an Operating Permit. <sup>1</sup> Air Transportation Companies may schedule up to a maximum of six flight operations per Operating Permit. For purposes of an Operating Permit, a flight operation consists of one aircraft landing and takeoff. An Operating Permit may be issued no more than three times per calendar year. Air Transportation Companies requesting more than three Operating Permits in a single calendar year shall be required to obtain a non-signatory airline agreement. In order to be issued an Operating Permit, an Air Transportation Company must complete and submit the following items by fax, mail or e-mail to:

Palm Beach County Department of Airports  
Properties Division  
846 Palm Beach International Airport  
West Palm Beach, FL 33406-1470  
Phone: (561) 471-7403  
Fax: (561) 471-7427  
E-mail: [properties@pbia.org](mailto:properties@pbia.org)

1. **Completed Operating Permit Application Form.**  
Complete an Operating Permit when flight and operational issues are confirmed.
2. **Evidence of Insurance**  
See paragraph 5 of Operating Permit for required insurance coverage types and amounts.
3. **Air Carrier Certificate**  
Air Transportation Companies must provide a copy of their Air Carrier Certificate issued by the Federal Aviation Administration.
4. **Human Trafficking Affidavit**  
Permittee must execute a Nongovernmental Entity Human Trafficking Affidavit. See Exhibit “C”, of Operating Permit.
5. **Corporate Documentation (including signature authority)**  
Permittee must provide Corporate Documentation, which shall include up-to-date signature authority for Permittee’s officer authorized to execute the Operating Permit on Permittee’s behalf.

An estimate of applicable fees and charges will be provided to the applicant following receipt of the above-referenced information. Estimated fees and charges must be submitted in advance of each flight operation. In the event of a flight cancellation unrelated to weather or other emergency condition, fees and charges for the cancelled flight that were paid in advance will be refunded upon request. Voluntary flight cancellations shall be subject to a fifty percent (50%) refund provided that the Department of Airports has been given no less than 48 hours prior written notice of the cancellation. Voluntary flight cancellations occurring with less than 48 hours prior written notice shall not be eligible for a refund.

Usage of gate and ticket counter locations shall be coordinated through the Department of Airports Operations and Properties Divisions no less than 15 days in advance of each flight operation. Air Transportation Companies shall be responsible for providing all necessary equipment for its flight operations, including, but not limited to, baggage scales and computer equipment.

Additional information may be required upon request of the Department of Airports.

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<sup>1</sup> An Operating Permit is not required for flight operations conducted at fixed base operator general aviation facilities.

**PALM BEACH INTERNATIONAL AIRPORT  
OPERATING PERMIT**

|   |  |   |  |
|---|--|---|--|
| <b>1. Air Transportation Company ("Permittee"):</b>   |  | <b>2. Contact Person:</b>                       |  |
| Permittee: <u>Global Crossing Airlines, Inc.</u>  |  | Name: <u>Eleser Villarreal</u>                  |  |
| Address: <u>4200 NW 36th Street</u>   |  | Title: <u>Ground Ops Manager</u>                |  |
| <u>Miami Fl. 33166</u>  |  | Address: <u>4200 NW 36th Street</u>             |  |
|   |  | <u>Miami Fl, 33166</u>                          |  |
| Phone: <u>786-751-8548</u>  |  | Phone: <u>786-785-5135</u>                      |  |
| Fax: _____  |  | Mobile: <u>305-244-5211</u>                     |  |
|   |  | Fax: _____                                      |  |
|   |  | E-mail: <u>eleser.villarreal@globalxair.com</u> |  |
| <b>3. Ground Handler Contact Information:</b>   |  |   |  |
| Ground Handler: <u>AGI</u>  |  |   |  |
| Contact: <u>Ana Gana</u>  |  | Phone: <u>+1 561-603-8304</u>                   |  |
| E-mail: <u>agana@agi.aero</u>   |  |   |  |
| <b>4. Description of Permitted Flight Operations:</b>   |  |   |  |
| A description of the flight operations permitted hereunder is set forth in Attachment "A". For the purposes of this Operating Permit, a flight operation shall consist of one aircraft landing and takeoff. Permittee shall notify the Palm Beach County Department of Airports ("Department of Airports") no less than 48 hours in advance of any voluntary changes to the permitted flight operations.  |  |   |  |
| <b>5. Insurance Requirements:</b>   |  |   |  |
| Permittee shall maintain at its sole expense, in force and effect at all times during the term of this Permit, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Permit. The requirements contained herein, as well as County's review or acceptance of insurance maintained by Permittee, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Permittee under the Permit. Permittee 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.   |  |   |  |
| <p>A. <u>Aviation Liability/Commercial General Liability Insurance.</u> Permittee shall maintain Aviation Liability/Commercial General Liability Insurance at limits of not less than: (1) Fifty Million Dollars (\$50,000,000) in the event Permittee is operating aircraft with fifty (50) seats or less, or (2) One Hundred Million Dollars (\$100,000,000) in the event Permittee is operating aircraft with more than fifty (50) seats each with a Combined Single Limit Each Occurrence, subject to sub-limits and annual aggregates, where applicable, for Personal Injury (Twenty Five Million Dollar (\$25,000,000) sub-limit for Personal Injury to non-passengers), Bodily Injury (including death) and Property Damage and shall include, but not be limited to, Premises and Operations, Personal Injury, Products and Completed Operations, Contractual Liability. In the event Permittee is authorized to serve alcoholic beverages on the Airport, Permittee shall provide an endorsement to the Permittee Liability/Commercial General Liability Insurance or separate coverage for Liquor Liability in an amount not less than One Million Dollars (\$1,000,000) per occurrence.</p> <p>Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to County upon request.</p> |  |   |  |
| <p>B. <u>Aircraft Liability Insurance.</u> Permittee shall maintain Aircraft Liability Insurance with respect of all aircraft owned, leased or operated by Permittee, including Passenger, Bodily Injury (including death) and Property Damage Liability in a Combined Single Limit Amount of not less than One Hundred Million Dollars (\$100,000,000) Each Occurrence.</p>  |  |   |  |
| <p>C. <u>Business Automobile Liability Insurance.</u> Permittee shall maintain Business Automobile Liability Insurance covering all Owned, Hired, and Non-Owned Vehicles used on the Airport in an amount of not</p>  |  |   |  |

**PALM BEACH INTERNATIONAL AIRPORT  
OPERATING PERMIT**

less than One Million Dollars (\$1,000,000) Combined Single Limit Each Occurrence for Bodily Injury (including death) and Property Damage Liability; provided, however, that if the scope and conduct of Permittee's operations under this Permit require vehicle access to the aircraft operations area, Permittee shall maintain Business Automobile Liability Insurance in an amount not less than Five Million Dollars (\$5,000,000) Combined Single Limit Each Occurrence for Bodily Injury (including death) and Property Damage Liability. Notwithstanding the foregoing, if the scope and conduct of Permittee's operations under this Permit do not involve the operation, ownership or use of any vehicle, then this requirement shall include automobile liability for Hired & Non-Owned vehicles only.

Additional Insured Endorsement: The Automobile Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to County upon request.

- D. Workers' Compensation Insurance & Employer's Liability: Permittee shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
- E. Umbrella or Excess Liability: Umbrella or Excess Liability policy may be used to satisfy the minimum requirements. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability policy; however, the Annual Aggregate limit shall not be less than the highest "each occurrence" limit for either Commercial General Liability or Business Auto Liability. Permittee shall endorse County as an "Additional Insured" on the Umbrella or Excess Liability policy; unless, the policy provides coverage on a "Follow-Form" basis.
- F. Waiver of Subrogation: Except where prohibited by law, Permittee hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Permittee shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Permittee enter into such an agreement on a pre-loss basis.
- G. Certificates of Insurance: On execution of this Permit, renewal, within forty-eight (48) hours of a request by County, and upon expiration of any of the required coverage throughout the term of this Permit, the Permittee shall deliver to the County or County's designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Permit have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners  
c/o Department of Airports  
846 Palm Beach International Airport  
West Palm Beach, FL 33406-1470  
E-Mail: [properties@pbia.org](mailto:properties@pbia.org)

- H. Right to Revise or Reject: County, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

**6. Indemnification:**

Permittee agrees to protect, defend, reimburse, indemnify and hold the County and its elected officers, employees and agents ("County Party") and each of them free and harmless at all times from and against any and all liability, losses, expenses, costs, suits, claims, judgments, fines and damages (including reasonable attorney fees at trial and appellate levels) and causes of action of every kind and character (hereinafter collectively referred to as, "Damages"), or in which the County or a County Party is named or joined, arising out of Permittee's breach of this Operating Permit or the use of the Palm Beach International Airport ("Airport") by Permittee or Permittee's officers, employees, agents or any other persons whomsoever acting on behalf of or at the request of Permittee ("Permittee Party"), including, but not limited to, Damages arising by reason of any damage to property or the environment, or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, and any third party or other person whomsoever, or any governmental agency, arising out of or incident to or in connection with the condition of the Airport, Permittee's or a Permittee Party's acts, omissions or operations at the Airport, or the performance, non-performance or purported performance of Permittee or Permittee Party or any breach by Permittee or Permittee Party of the terms of this Operating Permit; provided, however, Permittee shall not be responsible for Damages determined by a court of competent jurisdiction to be solely attributable to the negligence or willful misconduct of the County. Nothing herein shall be deemed to abrogate Permittee's common law or statutory rights to contribution from the County for liability legally established as attributable to the County's negligence. Each party shall give to the other reasonable notice of any such claims or actions. Permittee recognizes the broad nature of this indemnification and hold-harmless clause, and acknowledges that the County would

**ATTACHMENT "A"**  
**DESCRIPTION OF FLIGHT OPERATIONS**

|  |
|--|
| <b>Flight Operation #1:</b>  |
| Arrive PBI Date: <u>27OCT24</u> Time: <u>1100LT</u> Origin: <u>MIA</u> Destination: <u>RIC</u> |
| Depart PBI Date: <u>27OCT24</u> Time: <u>1300LT</u> Origin: <u>PBI</u> Destination: <u>RIC</u> |
| <b>Terminal Usage:</b>   |
| Per Use Ticket Counter: <u>2</u> Estimated time of usage: <u>3 HRS</u>                         |
| <b>Aircraft Information:</b>   |
| Name of Aircraft Operator: <u>GlobalX</u>  |
| Aircraft Description: <u>Airbus 321</u>  |
| Maximum Gross Landing Weight: <u>166 488 LBS</u>   |
| Estimated Number of Passengers: <u>130</u>   |
| <b>Flight Operation #2: N/A</b>  |
| Arrive PBI Date: _____ Time: _____ Origin: _____ Destination: _____                            |
| Depart PBI Date: _____ Time: _____ Origin: _____ Destination: _____                            |
| <b>Terminal Usage:</b>   |
| Per Use Ticket Counter: _____ Estimated time of usage: _____                                   |
| <b>Aircraft Information:</b>   |
| Name of Aircraft Operator: _____   |
| Aircraft Description: _____  |
| Maximum Gross Landing Weight: _____  |
| Estimated Number of Passengers: _____  |
| <b>Flight Operation #3: N/A</b>  |
| Arrive PBI Date: _____ Time: _____ Origin: _____ Destination: _____                            |
| Depart PBI Date: _____ Time: _____ Origin: _____ Destination: _____                            |
| <b>Terminal Usage:</b>   |
| Per Use Ticket Counter: _____ Estimated time of usage: _____                                   |
| <b>Aircraft Information:</b>   |
| Name of Aircraft Operator: _____   |
| Aircraft Description: _____  |
| Maximum Gross Landing Weight: _____  |
| Estimated Number of Passengers: _____  |

**ATTACHMENT "A"**  
**DESCRIPTION OF FLIGHT OPERATIONS**

|   |
|---|
| <b>Flight Operation #4:</b> N/A                                     |
| Arrive PBI Date: _____ Time: _____ Origin: _____ Destination: _____ |
| Depart PBI Date: _____ Time: _____ Origin: _____ Destination: _____ |
| <b>Terminal Usage:</b>  |
| Per Use Ticket Counter: _____ Estimated time of usage: _____        |
| <b>Aircraft Information:</b>  |
| Name of Aircraft Operator: _____                                    |
| Aircraft Description: _____   |
| Maximum Gross Landing Weight: _____                                 |
| Estimated Number of Passengers: _____                               |
| <b>Flight Operation #5:</b> N/A                                     |
| Arrive PBI Date: _____ Time: _____ Origin: _____ Destination: _____ |
| Depart PBI Date: _____ Time: _____ Origin: _____ Destination: _____ |
| <b>Terminal Usage:</b>  |
| Per Use Ticket Counter: _____ Estimated time of usage: _____        |
| <b>Aircraft Information:</b>  |
| Name of Aircraft Operator: _____                                    |
| Aircraft Description: _____   |
| Maximum Gross Landing Weight: _____                                 |
| Estimated Number of Passengers: _____                               |
| <b>Flight Operation #6:</b> N/A                                     |
| Arrive PBI Date: _____ Time: _____ Origin: _____ Destination: _____ |
| Depart PBI Date: _____ Time: _____ Origin: _____ Destination: _____ |
| <b>Terminal Usage:</b>  |
| Per Use Ticket Counter: _____ Estimated time of usage: _____        |
| <b>Aircraft Information:</b>  |
| Name of Aircraft Operator: _____                                    |
| Aircraft Description: _____   |
| Maximum Gross Landing Weight: _____                                 |
| Estimated Number of Passengers: _____                               |

**ATTACHMENT "B"**  
**NONDISCRIMINATION**  
**(page 1 of 2)**

Nondiscrimination in County Contracts. The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Permittee warrants and represents that throughout the term of the Operating Permit, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Operating Permit.

**A. Title VI Clauses for Compliance with Nondiscrimination Requirements.**

During the performance of this Operating Permit, Permittee, for itself, its assignees, and successors in interest, agrees as follows:

1. **Compliance with Regulations:** Permittee will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities ("Nondiscrimination Acts and Authorities" as set forth in paragraph B below), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Operating Permit.
2. **Nondiscrimination:** Permittee, with regard to the work performed by it during this Operating Permit, 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. Permittee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when this Operating Permit covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by Permittee 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 Permittee of Permittee's obligations under this Operating Permit and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** Permittee will provide all information and reports required by the Acts, the Regulations, 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 the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Permittee will so certify to the sponsor 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 a contractor's noncompliance with the non-discrimination provisions of this Operating Permit, 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 to Permittee under this Operating Permit until Permittee complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** Permittee will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Permittee will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Permittee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Permittee may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, Permittee may request the United States to enter into the litigation to protect the interests of the United States.

**B. Title VI List of Pertinent Nondiscrimination Acts and Authorities.**

During the performance of this Operating Permit, Permittee, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities, as may be amended, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 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, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

**ATTACHMENT "B"**  
**NONDISCRIMINATION**  
**(page 2 of 2)**

- 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 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

**C. Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.**

1. Permittee for itself and its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree 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) that 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) that Permittee will use the Permittee Premises in compliance with all other requirements imposed by or pursuant to the Nondiscrimination Acts And Authorities.
2. In the event of breach of any of the above nondiscrimination covenants, County will have the right to terminate this Operating Permit and to enter or re-enter and repossess the Permittee Premises and the facilities thereon, and hold the same as if this Operating Permit had never been made or issued.

**D. Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program.**

Permittee for itself and its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Operating Permit 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, the Permittee will maintain and operate such facilities and services in compliance with all requirements imposed by the 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.
2. In the event of breach of any of the above nondiscrimination covenants, County will have the right to terminate this Operating Permit and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if this Operating Permit had never been made or issued.

**E. Airport Concession Disadvantaged Business Enterprises ("ACDBE").**

This Operating Permit may be subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. It is the policy of County that ACDBEs shall have the maximum practicable opportunity to participate in the performance of contracts. Permittee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23. Permittee agrees to include the aforementioned statement in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

**F. General Civil Rights Provision.**

Permittee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Permittee transfers its obligation to another, the transferee is obligated in the same manner as Permittee. This provision obligates Permittee for the period during which the property is owned, used or possessed by Permittee and the Airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.



**PALM BEACH INTERNATIONAL AIRPORT  
OPERATING PERMIT**

not enter into this Operating Permit without the inclusion of such clause, and voluntarily make this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by the County in support of this indemnification in accordance with the laws of the State of Florida. The obligations arising under this indemnification agreement shall survive the expiration or earlier termination of this Operating Permit.

**7. Facilities Usage:**

Permittee shall only use those Airport terminal facilities designated by the Department of Airports for the flight operations permitted hereunder. Permittee shall have the nonexclusive right to use the public Airport facilities for the conduct of the permitted flight operations at the Airport in common with other air transportation companies operating at the Airport, including the Airport's airfield facilities. The rights provided for herein shall be subject to rules and regulations established by the Department of Airports and subject to payment of all applicable fees and charges.

**8. Fees & Charges:**

Permittee shall pay to the County the estimated fees and charges for each flight operation in advance, including, but not limited to, landing fees, gate usage charges, and ticket counter charges. Within five days after each flight operation, Permittee shall provide an activity report in a form and substance approved by the County. Permittee shall pay any difference between the estimated costs of each flight operation and the actual costs within 15 days of receipt of an invoice from the County. All amounts shall be payable to "Palm Beach County" and delivered to: Palm Beach County Department of Airports, Finance Division, 846 Palm Beach International Airport, West Palm Beach, FL 33406-1470. Refunds of prepaid fees and charges shall be made in accordance with the policies established by the Department of Airports.

**9. Laws, Regulations and Requirements:**

Permittee shall comply with all applicable federal, state, local and County laws, statutes, regulations, rules, rulings, orders, ordinances, codes, requirements, policies and directives of any kind or nature, as now or hereafter amended, applicable to Permittee's activities at the Airport, including, but not limited to, all Airport security requirements and directives, Inspector General review requirements and nondiscrimination policies, including, but not limited to, Palm Beach County Code, Sections 2-421 - 2-440 and County Resolution R-2014-1421, as may be amended, scrutinized companies requirement pursuant to F.S. 287.135, 215.4725 and 215.473 and the nondiscrimination provisions as shown in Attachment "B".

**10. Revocation of Permit:**

This Operating Permit may be terminated by the County with or without cause upon prior notice to Permittee. Failure of Permittee to comply with the terms and conditions of this Operating Permit shall be considered a violation of this Operating Permit. In the event this Operating Permit is terminated due to a violation of this Operating Permit by Permittee, the County shall be entitled to retain all fees and charges paid in advance in addition to any other remedies provided by law. Venue for any action arising from this Permit shall be in Palm Beach County, Florida.

**11. Signature:**

This Operating Permit shall become effective when signed by the parties hereto. No provision of this Operating Permit is intended to, or shall be construed to, create any third party beneficiaries. The parties hereto have duly executed this Operating Permit as of the day and year written below.

**12. Human Trafficking Affidavit:**

Permittee warrants and represents that it does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Permittee has executed Exhibit "C", Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: s/Anne Helfant  
Assistant County Attorney

Signed, sealed and delivered in  
the presence of two witnesses  
for Permittee:

Witness [Signature]

Witness MARIA NUNEZ  
Typed or printed name

Witness [Signature]

Witness ELESEN VILLARREAL  
Typed or printed name

(Seal)

**PALM BEACH COUNTY,  
a political subdivision of the State of Florida,  
by its Department of Airports**

By: [Signature]  
Department Director

Date: 10/24/24

**PERMITTEE**

By: [Signature]  
Signature

Mark Salvador  
Typed or printed name

Title: SVP of Marketing + Admin.

Date: 10-22-24

G:\STANDARD FORM DOCUMENTS\PALM BEACH INTERNATIONAL\AIRLINE AGREEMENTS - PERMITS\Operating Permit\PBI Operating Permit.docx

**ATTACHMENT "C"**  
**NONGOVERNMENTAL ENTITY HUMAN**  
**TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)**  
**THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED**

I, the undersigned, am an officer or representative of Global Crossing Airlines Inc.  
Permittee and attest that Permittee does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

**Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.**

*Mark Salvador*  
(Signature of officer or representative)

Mark Salvador  
(Printed name of officer or representative)

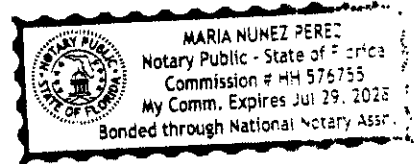
State of Florida  
County of Miami-Dade

Sworn to and subscribed before me by means of  physical presence or  online notarization this, 18<sup>th</sup>  
day of OCTOBER, by MARK SALVADOR

Personally known  OR produced identification .

Type of identification produced N/A

*[Signature]*  
NOTARY PUBLIC  
My Commission Expires: 07/29/2028  
State of FLORIDA at large



(Notary Seal)