

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	<u>(\$375)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>(\$375)</u>	_____	_____	_____	_____
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes ___ No X
 Budget Account No: Fund 4100 Department 120 Unit 8451 Rsource 4416
 Reporting Category _____

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

The rental commencement date for the Northwest Tract and additional 30,575 square feet of unimproved ground is unknown due to various contingencies in the Lease; therefore no fiscal impact is disclosed above for this component. When the Northwest Tract is developed, the initial annual rental will be \$.65 per square foot for approximately 326,338 square feet or \$212,120 annually. The initial annual rental for the additional 30,575 square feet of unimproved ground will also be \$.65 per square feet or \$19,873 annually. In addition, this Amendment provides for reimbursement of survey costs in the amount of \$375.

C. Departmental Fiscal Review: *[Signature]*

III. REVIEW COMMENTS

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

[Signature] 6/13/12
 OFMB
 VA 6/13/12
 6/12/12

[Signature] 6/20/12
 Contract Dev. and Control
 6-20-12 B. Wheeler

B. Legal Sufficiency:

[Signature] 6/21/12
 Assistant County Attorney

C. Other Department Review:

 Department Director

Background and Justification (continued): The cost of upgrading the taxiway connector and water mains has been estimated to be approximately \$117,000. The upgrades are necessary to accommodate future development plans for PBIA. Failure to include the work in Signature's project will require the County to modify the taxiway profile in the future to accommodate larger aircraft, which is a more costly alternative and more disruptive to tenant operations than increasing the base and subbase courses during the initial construction of the taxiway connector. Additionally, larger water mains will be necessary for the development of adjacent parcels.

CERTIFICATE
(Corporation)

The undersigned hereby certifies that the following are true and correct statements:

1. That Joseph I. Goldstein is the Secretary of Signature Flight Support Corporation, a corporation organized and existing in good standing under the laws of the State of Delaware, hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as of the 30th day of January, 2012, in accordance with the laws of the State of Delaware, the Articles of Incorporation and the By-laws of the Corporation:

RESOLVED, that the Corporation shall enter into that certain Fourth Amendment to Lease Agreement for Fixed Base Operation at Palm Beach International Airport between Palm Beach County, a political subdivision of the State of Florida and the Corporation (the "Agreement"), a copy of which is attached hereto; and be it

FURTHER RESOLVED, that Maria A. Sastre, the Vice President of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

2. That the foregoing resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.

3. That the Corporation is in good standing under the laws of the State of Florida, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 29th day of MAY, 2012



[Signature]

_____, Secretary

Corporate Seal



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Detail by Entity Name

Foreign Profit Corporation

SIGNATURE FLIGHT SUPPORT CORPORATION

Filing Information

Document Number P31778
FEI/EIN Number 593030932
Date Filed 11/14/1990
State DE
Status ACTIVE
Last Event MERGER
Event Date Filed 08/28/2007
Event Effective Date 08/31/2007

Principal Address

201 S ORANGE AVE
SUITE 1100
ORLANDO FL 32801 US

Changed 04/21/2009

Mailing Address

201 S ORANGE AVE
SUITE 1100
ORLANDO FL 32801 US

Changed 04/21/2009

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 S. PINE ISLAND ROAD
PLANTATION FL 33324

Name Changed: 03/05/1992

Address Changed: 03/05/1992

Officer/Director Detail

Name & Address

Title PD

SCHEERINGA, MICHAEL S
9744 CARILLON PARK DRIVE
WINDERMERE FL 34786

Title SVPD

GOLDSTEIN, JOSEPH I

9169 BAY HILL BOULEVARD
ORLANDO FL 32819

Title T

JOHNSTONE, MARK
6030 GREATWATER DRIVE
WINDERMERE FL 34786

Title AT

RECTOR, RICHARD D
2188 BENT OAK DR
APOPKA FL 32712

Title AS

MARCINIK, DANIEL
526 HATCHER ST SE
PALM BAY FL 32909

Title DVP

SASTRE, MARIA A
201 SOUTH ORANGE AVENUE, SUITE 1100
ORLANDO FL 32801

Annual Reports

Report Year Filed Date

2010	04/28/2010
2011	04/26/2011
2012	04/17/2012

Document Images

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State of Florida, Department of State



Date of Issue: September 20, 2011
SFS Cert No. 121

CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY TO:

Certificate Holder(s)

**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**

Insurers listed below, each for its own part and not one for the other, are providing the following insurance, subject to all policy terms, conditions, limitations and exclusions:

NAMED INSURED: BBA Aviation, plc., and all of its subsidiaries and affiliated companies.

SUBSIDIARY: **Signature Flight Support Corporation**

INSURED'S ADDRESS: 201 South Orange Avenue, Suite 1100
Orlando, FL 32801

POLICY PERIOD: October 1, 2011 to October 1, 2012 both days at 12:01 a.m. Local Standard Time at the address of the Named Insured

GEOGRAPHICAL LIMITS: Worldwide

COVERAGES: 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.

LIMIT OF LIABILITY: Combined Single Limit (Bodily Injury, Personal Injury and Property Damage) \$25,000,000 any one occurrence (in the annual aggregate in respect of Products and Completed Operations Liability); however \$1,000,000 each occurrence as respects Fire Legal Liability and \$25,000,000 each offense and in the annual aggregate as respects Advertisers Liability and Personal Injury Liability – all included within and not in addition to the limit set forth above.

CONTRACTS: Fixed Base Operation (FBO) Lease Agreement between the Named Insured and the Certificate Holder at Palm Beach International Airport (hereinafter, the "Contract(s)")

INSURERS: Allianz Global Corporate & Specialty AG, and other US & Overseas Companies

POLICY: AK1127001 (LEAD)

**Aon Aviation, 199 Water Street, New York NY 10038
tel: 212.441.1000 * fax: 212.441.1903 * www.aon.com**



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)

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:

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.
2. In the event of cancellation or material change of the policies of Insurers, which would adversely affect the interests of the Additional Insured, Insurers agree that such cancellation or change shall not be effective as to the Additional Insured until the thirty (30) days (ten (10) days in the event of cancellation due to non-payment of premium) after issuance of notice to the Certificate Holder(s) at the address shown on page one of this certificate of insurance.

This Certificate of Insurance shall automatically terminate, without further notice, upon the earliest of (i) natural expiration of the policies on the date shown above; (ii) cancellation of the policies prior to the natural expiration date (as notified to the Certificate Holder(s) in accordance with the provisions of this certificate); (iii) termination of the Contract (s); and (iv) in the case of Aircraft Hull and/or Aircraft Spares Insurance, termination of either the Named Insured (s) or the Certificate Holder(s) insurable interest in the equipment (and in the latter case, only with respect to that/those particular Certificate Holder(s)).

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.

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. This certificate supersedes and replaces any previously issued certificates with respect to the subject agreement.

Authorized Representative

Aon Aviation, 199 Water Street, New York NY 10038
tel: 212.441.1000 * fax: 212.441.1903 * www.aon.com



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/23/2011

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 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 One Federal Street Boston MA 02110 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (847) 953-5390		
	E-MAIL ADDRESS:		
INSURED Aircraft Service International Inc. Signature Flight Support Corp & its subsidiaries 201 South Orange Avenue Suite 1100 Orlando FL 32801 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: New Hampshire Ins Co		23841
	INSURER B: Insurance Company of the State of PA		19429
	INSURER C: Chartis Insurance UK Ltd.		0838FI
	INSURER D:		
	INSURER E:		

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570043824325 **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> 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"/> PRO-JECT <input type="checkbox"/> LOC						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"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> Phys Damage Ded			CA 4309524 All other states CA 4309525 MA CA 4309526 VA	09/30/2011	09/30/2012	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			23002521	09/30/2011	09/30/2012	EACH OCCURRENCE \$16,000,000 AGGREGATE \$16,000,000	
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	WC015884085 All other states WC015884083 MA, NY, WI	09/30/2011	09/30/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER 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 : 570043824325

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: FBO Lease Agreement with Palm Beach County for Operations at Palm Beach International Airport. 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 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. A Waiver of Subrogation is granted in favor of Certificate Holder as required by written contract but limited to the operations of the Insured under said contract.

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners 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>
--	---

Attachment to ACORD Certificate for Aircraft Service International Inc.

The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

INSURED

Aircraft Service International Inc.
Signature Flight Support Corp.
& its subsidiaries
201 South Orange Avenue
Suite 1100
Orlando FL 32801 USA

INSURER
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 INSR	SUBR WVD	POLICY NUMBER/ POLICY DESCRIPTION	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	WORKERS COMPENSATION						
A		N/A		WC015884084 FL	09/30/2011	09/30/2012	
B		N/A		WC015884082 CA	09/30/2011	09/30/2012	

Certificate No : 570043824325



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
09/22/2011

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.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

PRODUCER Aon Risk Services Northeast, Inc. Boston MA Office One Federal Street Boston MA 02110 USA		CONTACT NAME: BLDG 246 PBIA PHONE (A.C. No. Ext): (866) 283-7122 FAX (A.C. No.): (847) 953-5390 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: 570000035015	
INSURED Aircraft Service International Inc. Signature Flight Support Corp. & its subsidiaries 201 South Orange Avenue Suite 1100 Orlando FL 32801 USA		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Factory Mutual Insurance Co.	NAIC # 21482
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 570043803049

REVISION NUMBER:

LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: FBO Lease Agreement with Palm Beach County for Operations at Palm Beach International Airport. Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents are included as Loss Payee ATIMA. A waiver of Subrogation is granted in favor of Certificate Holder as required by written contract but limited to

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		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	<input checked="" type="checkbox"/>	PROPERTY	LL650	10/01/2011	10/01/2012	BUILDING	
		CAUSES OF LOSS				PERSONAL PROPERTY	
		Deductibles				BUSINESS INCOME w/o Extra Expense	
		BASIC				EXTRA EXPENSE	
		BROAD				RENTAL VALUE	
	<input checked="" type="checkbox"/>	SPECIAL				BLANKET BUILDING	
		EARTHQUAKE				BLANKET PERS PROP	
		WIND				<input checked="" type="checkbox"/> BLANKET BLDG & PP	\$5,000,000
		FLOOD					
		Blkt B&PP Ded					
		INLAND MARINE	TYPE OF POLICY				
		CAUSES OF LOSS	POLICY NUMBER				
		NAMED PERILS					
		CRIME					
		TYPE OF POLICY					
		BOILER & MACHINERY / EQUIPMENT BREAKDOWN					

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

"All Risk" Property Coverage of a Physical loss or damage including Boiler and Machinery, Theft, Fire, Flood, Earthquake, wind, and Business Interruption coverage subject to policy terms, conditions, and exclusions. Valuation: Replacement Cost. This certificate does not amend, extend, or alter the coverage afforded by the policy.

CERTIFICATE HOLDER**CANCELLATION**

Palm Beach County Board of County Commissioners c/o Palm Beach County Dept of Airports 846 Palm Beach International Airport West Palm Beach FL 33406 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>
--	--

Holder Identifier :

CERTIFICATE NUMBER: 570043803049





AGENCY CUSTOMER ID: 570000035015

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Aircraft Service International Inc.	
POLICY NUMBER See Certificate Number: 570043803049		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570043803049	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 24 FORM TITLE: Certificate of Property Insurance**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY

the operations of the Insured under said contract.

SPECIAL CONDITIONS / OTHER COVERAGES

**FOURTH AMENDMENT TO LEASE AGREEMENT
FOR FIXED BASE OPERATION BETWEEN PALM BEACH COUNTY
AND SIGNATURE FLIGHT SUPPORT CORPORATION**

THIS FOURTH AMENDMENT TO LEASE AGREEMENT (this "Amendment") is made and entered into as of _____, 2012, by and between **Palm Beach County**, a political subdivision of the State of Florida ("County"), and **Signature Flight Support Corporation**, a Delaware corporation, having its office and principal place of business at 201 S. Orange Avenue, Suite 1100S, Orlando, Florida 32801 ("Tenant").

WITNESSETH:

WHEREAS, County, by and through its Department of Airports (the "Department"), owns and operates the Palm Beach International Airport (the "Airport"), located in Palm Beach County, Florida; and

WHEREAS, the parties entered into that certain Lease Agreement dated September 30, 2004 (R-2004-1990), as amended by that certain First Amendment dated November 21, 2006 (R-2006-2416), Second Amendment dated September 14, 2010 (R-2010-1390), and Third Amendment dated April 5, 2011 (R-2011-0493) (the "Lease"); and

WHEREAS, Tenant is required by the Third Amendment to the Lease to construct any infrastructure or other improvements necessary to support its proposed facility on the Northwest Tract; and

WHEREAS, County has requested Tenant to modify certain infrastructure improvements for the benefit of future tenants and users of the adjoining parcels, which will cause Tenant to incur additional construction costs; and

WHEREAS, the parties desire to amend the Lease as provided for herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, and other good and valuable consideration, the receipt of which the parties hereby expressly acknowledged, the parties hereto covenant and agree to the following terms and conditions:

Section 1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference. Terms not defined herein shall have the meanings set forth in the Lease. Exhibit and article references in this Amendment shall refer to exhibits and articles of the Lease.

Section 2. Northwest Tract Description. Exhibit "B" to the Lease is hereby deleted in its entirety and replaced with Exhibit "B" to this Amendment.

Section 3. Amendment of Definitions. Article 2, Definitions, is hereby amended to delete Section 2.41 in its entirety and replace it with the following:

2.41 "Northwest Tract" means the real property more particularly described on Exhibit "B" as "Main Parcel PBIA Lease Parcel W-3" and as "Ramp Area A", comprising approximately 356,913 square feet of unimproved ground.

Section 4. New Definitions. Article 2, Definitions, is hereby amended to add the following definitions:

2.49 "Ramp Area A" means the real property more particularly described on Exhibit "B" as "Ramp Area A", comprising approximately 30,575 square feet of unimproved ground, to be utilized by Tenant as aircraft parking apron or for storm water drainage purposes.

2.50 "Northwest Tract Rental Commencement Date" shall have the meaning ascribed to it in Article 5.01(C).

Section 5. Amendment of Article 5.01. Article 5.01, Ground Rental, is hereby amended to delete Article 5.01(C) in its entirety and replace it with the following:

- (C) The initial annual ground rental to be paid by Tenant to County for the Northwest Tract shall be \$.65 per square foot, payable in equal monthly installments. Notwithstanding the provisions of Article 5.10, rental for Northwest Tract, exclusive of Ramp Area A, comprising approximately 326,338 square feet of unimproved ground, shall commence upon the date that the first temporary or permanent certificate of occupancy is issued for any building constructed within the Northwest Tract ("Northwest Tract Rental Commencement Date"). Rental for the Ramp Area A, comprising approximately 30,575 square feet of unimproved ground, shall commence on the first to occur of: (i) eighteen (18) months after the Northwest Tract Rental Commencement Date; or (ii) substantial completion of the construction of any improvements (e.g., excluding site work and landscaping, if any) within Ramp Area A by Tenant. Tenant shall promptly notify County in writing of issuance of the certificate(s) of occupancy (or other similar approval from the applicable governmental authority, if any) for each of the Required Improvements to be constructed on Northwest Tract, which notice shall include a copy of such certificate(s) of occupancy (or other similar approval from the applicable governmental authority, if any).

Section 6. Amendment of Article 8. Article 8, Construction of Improvements, is hereby amended to add the following:

8.06 Ramp Area A Improvements. In the event Tenant elects to construct additional aircraft parking area within Ramp Area A, Tenant shall be required to construct an apron edge vehicular roadway (the "Apron Road") adjacent to and co-terminus with the aircraft parking area within Ramp Area A, in accordance with construction plans and specifications approved by the Department and the requirements of Article 8; provided, however, that in the event the Apron Road exists prior to Tenant's construction of such additional aircraft parking area within Ramp Area A the foregoing requirement shall be deemed null and void. The Apron Road shall be a Public Use Improvement as defined in Article 8.05.

8.07 Stormwater Drainage System. The parties acknowledge and agree that development of the Northwest Tract in accordance with Tenant's desired site plan will require the construction of certain stormwater drainage improvements outside of the Northwest Tract. Tenant shall be responsible, at Tenant's sole cost and expense, for the design, construction and permitting of all stormwater drainage improvements necessary to serve the Northwest Tract and Public Use Improvements regardless of the location of such improvements. All stormwater drainage improvements shall be subject to prior written approval of the Department and shall be consistent with the future development plans of the Airport. The Department shall cooperate with the reasonable requests of Tenant in order to accommodate such construction outside of the Northwest Tract. Tenant acknowledges that any stormwater drainage improvements constructed by Tenant outside of Northwest Tract shall be considered part of the Airport's stormwater drainage system owned and maintained by County at its sole cost and expense and over which Tenant shall have easement for the use of said system. County shall have the right, in its sole and absolute discretion, to, at Airport's sole cost and expense, relocate or otherwise modify any stormwater drainage improvements located outside of the Northwest Tract; provided that such relocation or modification does not negatively impact the Northwest Tract's drainage. Tenant shall protect, indemnify and hold County, its officers and employees harmless from and against all liabilities, obligations, claims, damages, causes of action, costs and expenses (including reasonable attorney fees and expenses at all levels) resulting directly or indirectly from any Release (as

hereinafter defined) on or from the Northwest Tract into the Airport's stormwater drainage system. For purposes of this Article 8.07, the term "Release" means the release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge or migration of any contaminant, hazardous or toxic substance, material or waste of any kind or any other substance that is regulated by any federal, state or local laws, statutes, ordinances, rules, regulations or governmental restrictions relating to the protection of the environment, human health, welfare or safety, or to the emission, discharge, seepage or release of hazardous substances or contaminants into the environment, which violate the applicable federal, state or local laws, statutes, ordinances, rules regulations or restrictions. Tenant shall promptly notify the Department of any such Release.

Section 7. Public Use Improvements. County hereby grants to Tenant a non-exclusive license over, upon and across that certain real property more particularly identified in the attached Exhibit "B" as the "Proposed Public Access Road Area", "Proposed Service Road Area" and "Proposed Taxiway Area" for the sole purposes of installing and constructing the Public Use Improvements contemplated in Article 8.05 and 8.06 in accordance with construction plans and specifications approved by the Department and the requirements of Article 8. Tenant shall diligently pursue the construction of the Public Use Improvements to completion. The parties acknowledge that the Public Use Improvements shall be considered public Airport facilities upon acceptance of the Public Use Improvements by County, and Tenant shall have the non-exclusive license to use the Public Use Improvements pursuant to Article 4.04 of the Lease; provided, however, that Tenant shall have no responsibility for the repair, replacement or maintenance of such Public Use Improvements. As used herein "acceptance" shall be deemed to have occurred upon delivery to County of any applicable certificate of occupancy (or similar approval issued by the applicable government authority) for the Public Use Improvements; provided that in the event no certificate of occupancy (or similar approval) is available with respect to a Public Use Improvement, acceptance shall be deemed to have occurred upon delivery to County of a written certificate from the architect or engineer of record with respect to the Public Use Improvement that the Public Use Improvement has been completed in accordance with the approved plans and specifications.

Section 8. Additional Construction Costs. The parties acknowledge that Tenant will be constructing a taxiway connector from the Northwest Tract to Taxiway F ("Taxiway Connector") and installing a main water service connection and lines to serve the Northwest Tract. In order to provide infrastructure necessary to support future development on the Airport, Tenant agrees to: (i) increase the Taxiway Connector's lime rock base course from 9 inches to 16 inches and to increase the subbase course from 4 inches to 6 inches for the entire length and width of the Taxiway Connector; and (ii) increase the size of the main water service connection and lines providing service to the Northwest Tract from 8 inches to 12 inches (collectively, the "Additional Improvements"). In consideration of the Additional Improvements, Tenant may utilize borrow excavation removed for the construction of the storm water drainage improvements pursuant to Section 8.07 above for the sole purpose of constructing the Required Improvements. Tenant shall be responsible for hauling any excess borrow excavation to a site on the Airport designated by the Department. Tenant acknowledges and agrees that County is providing no warranties or representations regarding the quality of the borrow excavation, Tenant's ability to utilize the borrow excavation for Tenant's intended purpose or that sufficient quantities of borrow excavation will be available to complete the Required Improvements. County also agrees to pay Tenant the amount of \$100,000.00 for the construction of the Additional Improvements. Payment shall be in the form of rental credit(s) against Tenant's future rental payments upon certification by an officer of Tenant that the Additional Improvements have been completed in accordance with the requirements of the Agreement. Said credit shall be applied to the entirety of rental amounts due following the date of substantial completion of the Required Improvements until such \$100,000.00 sum has been expended. Tenant shall provide County with evidence reasonably satisfactory to County of completion of the Additional Improvements upon County's request.

Section 9. Reimbursement for Survey Review. Signature shall reimburse County in the amount of \$375.00 for the cost of reviewing the boundary survey prepared by GCY, Incorporated, dated August 2011, within thirty (30) days of the Effective Date of this Amendment.

Section 10. Ratification of Lease. Except as specifically modified herein, all of the terms and conditions of the Lease shall remain unmodified and in full force and effect and are hereby ratified and confirmed by the parties hereto. In the event of a conflict between this Amendment and the Lease, the terms and conditions of this Amendment shall control.

Section 11. Incorporation by Reference. Exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Amendment by such reference.

Section 12. Paragraph Headings. The heading of the various sections of this Amendment are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of the Lease or any part or parts of the Lease.

Section 13. Effective Date of Amendment. This Amendment shall be considered effective when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

{Remainder of page intentionally left blank.}

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day and year first above written.

ATTEST:

SHARON R. BOCK

By: _____
Clerk and Comptroller

(SEAL)

PALM BEACH COUNTY, a political subdivision of the State of Florida by its Board of County Commissioners

By: _____
Shelley Vana, Chair

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: [Signature]
Director, Department of Airports

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

[Signature]
Signature

Susan J. Grassinger
Print Name

[Signature]
Signature

Michelle L. Dodismen
Print Name

(Seal)

TENANT Signature Flight Support Corporation

[Signature]
Signature

MARIA A. SASTRE
Print Name

VICE PRESIDENT - OPERATIONS
Title

APPROVED AS TO FORM;
[Signature] 5-17-12
LEGAL DEPT.

Boundary Survey for: American Infrastructure Development, Inc. Signature Flight Support Corporation Palm Beach International Airport PBIA Lease Parcel W-3

Surveyor's Notes

- 1) Coordinates shown here on are referenced to the State Plane Coordinate System, Florida East Zone, North American Datum of 1983, adjustment of 1990, Palm Beach County Control Points utilized for this project were "MOTOR POOL" and "GOLD COAST". Coordinate data and recovery information for these points was obtained from the file "HorizontalControlMap2002.pdf" downloaded from <http://www.pbcgov.com/engineering/survey/>. Positional accuracy of coordinates derived in this manner is plus or minus 1 centimeter.
- 2) All bearings shown here on are based on the Florida State Plane Coordinate System, North American Datum of 1983, Palm Beach County Adjustment of 1990 and referenced to Florida Department of Environmental Protection Certified Corner Record Number 054044 and referenced to the North line of the Northeast one-quarter of Section 36, Township 43 South, Range 42 East. The North one-quarter corner of said section was reset using coordinate information provided by the above referenced Certified Corner Record. The coordinates for the Northeast corner of said Section 36 were obtained from the Palm Beach County Survey Control Database, Section Corner History, Point No. 32101. This point physically falls in the taxiway approach to the northerly end of Runway 14 and cannot be set or occupied. An offset point was set 900.00 feet west along the section line on the west side of an existing service road.
- 3) The expected use of the land as classified in the "Minimum Technical Standards For Land Surveying in the State of Florida", pursuant to Rule SJ-17-6 of the State of Florida Administrative Code is "Commercial/High Risk". The minimum relative distance accuracy for this type of survey is 1 foot in 10,000 feet. The accuracy obtained by measurement and calculation of closed geometric figures were found to exceed this requirement.
- 4) Only those visible above ground improvements located on this site have been shown on this survey.
- 5) There has been no attempt to locate any underground improvements or foundations on this survey.
- 6) This survey was prepared without the benefit of a Title Commitment. All calls for recorded documents shown here on were provided on a boundary survey prepared by Palm Beach County Engineering and Public Works - Engineering Services as recorded in Official Record Book 23862, page 0194, Public Records, Palm Beach County, Florida. No search of the public records was performed by this office.
- 7) Aerial photograph shown hereon has a flight date of 11/23/2010 to 12/12/2010. Photo was provided by Palm Beach County.
- 8) This survey is certified to:
 - A) American Infrastructure, Inc.
 - B) Kraus-Manning, Inc.
 - C) BSA Aviation USA, Inc. Signature Flight Support Corporation
 - D) Palm Beach International Airport
 - E) Palm Beach County, a political subdivision of the State of Florida

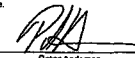
Certification

(Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper)


I hereby certify that the Survey of the property shown and described hereon was completed under my direction and said Survey is true and correct to the best of my knowledge and belief.

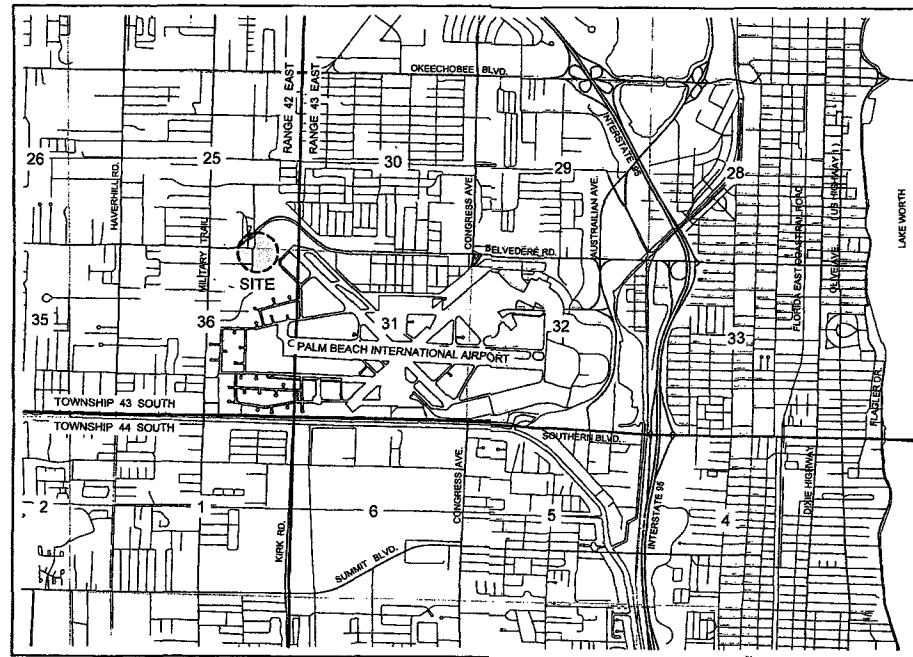
I further certify that this Survey meets the Minimum Technical Standards for Surveys set forth by the Florida Board of Professional Surveyors and Mappers in Chapter SJ-17, Florida Administrative Code, pursuant to Section 472.027 Florida State Statutes. No search of the Public Records has been made by this office. The Survey is based on information furnished by client or client's representative.

8-17-2011
Date of Survey


Peter Anderson
Professional Surveyor and Mapper
Florida Certificate No. 5199

SIGNATURE FLIGHT SUPPORT CORPORATION

 INCORPORATED PROFESSIONAL SURVEYORS AND MAPPERS CERTIFICATE OF AUTHORIZATION LB 4108 CORPORATE OFFICE 1409 + 1026 SW MARTIN HWY. PALM CITY, FL 34891 (407) 386-1666	BOUNDARY SURVEY FOR: American Infrastructure Development PALM BEACH COUNTY, FLORIDA	
	SOLE OFFICE 1728 WILLOW CIRCLE TALLAHASSEE, FL 32303 (904) 535-3445	TALLAHASSEE OFFICE 1728 WILLOW CIRCLE TALLAHASSEE, FL 32303 (904) 535-3445
File & Drawing No.: 11-1047-01-02 Sheet: 1 of 3		



LOCATION MAP
NOT TO SCALE

Legal Description

Main Parcel PBIA Lease Parcel W-3

Being a parcel of land lying in Sections 25 and 36, Township 43 South, Range 42 East, Palm Beach County, Florida, said parcel being more particularly described as follows:

Commence at the North one-quarter corner of said Section 36, said corner having a coordinate of 858226.891 North and 846236.754 East, based on the Florida State Plane Coordinate System, North American Datum of 1983, Palm Beach County adjustment of 1990 (NAD 83/90) and referenced to Florida Department of Environmental Protection Certified Corner Record Number 054044; Thence South 88°31'30" East, along the North line of the Northeast one-quarter of said Section 36, a distance of 843.87 feet; thence departing said North line, South 01°28'30" West, a distance of 228.82 feet to the Point of Beginning of said Parcel; thence North 47°59'29" East, a distance of 553.83 feet; thence North 58°29'53" East, a distance of 24.29 feet; thence North 47°27'10" East, a distance of 135.83 feet to the beginning of a tangent curve concave to the Northwest, the chord of which bears North 41°17'28" East, having a radius of 232.14 feet; thence Northeast along the arc of said curve through a central angle of 121°02'41", a distance of 49.53 feet; thence North 90°00'00" East, a distance of 92.75 feet; thence South 10°59'18" East, a distance of 200.22 feet to the beginning of a tangent curve, concave to the Northeast, having a radius of 123.50 feet; thence Southeast along the arc of said curve, through a central angle of 48°02'18", a distance of 107.41 feet; thence South 80°01'32" East, a distance of 40.33 feet; thence South 00°19'42" West, a distance of 207.00 feet; thence North 87°35'42" West, a distance of 288.11 feet to the beginning of a tangent curve concave to the Southeast, having a radius of 181.00 feet; thence Southwesterly along the arc of said curve, through a central angle of 33°36'13", a distance of 106.16 feet; thence South 58°47'04" West, a distance of 276.00 feet; thence North 87°36'02" West, a distance of 141.18 feet; thence North 22°05'28" West, a distance of 334.75 feet to the Point of Beginning.

Containing 7.49 acres (328,338 Sq Ft), more or less.

Ramp Area "A"

Being a parcel of land lying in Section 36, Township 43 South, Range 42 East, Palm Beach County, Florida, said parcel being more particularly described as follows:

Commence at the North one-quarter corner of said Section 36, said corner having a coordinate of 858226.891 North and 846236.754 East, based on the Florida State Plane Coordinate System, North American Datum of 1983, Palm Beach County adjustment of 1990 (NAD 83/90) and referenced to Florida Department of Environmental Protection Certified corner record number 054044; Thence South 88°31'30" East, along the North line of the Northeast one-quarter of said Section 36, a distance of 843.87 feet; thence departing said North line, South 01°28'30" West, a distance of 228.82 feet; thence North 47°59'29" East, a distance of 553.83 feet; thence North 58°29'53" East, a distance of 24.29 feet; thence North 47°27'10" East, a distance of 135.83 feet to the beginning of a tangent curve concave to the Northwest, the chord of which bears North 41°17'28" East, having a radius of 232.14 feet; thence Northeast along the arc of said curve through a central angle of 121°02'41", a distance of 49.53 feet; thence North 90°00'00" East, a distance of 92.75 feet; thence South 10°59'18" East, a distance of 200.22 feet to the beginning of a tangent curve, concave to the Northeast, having a radius of 123.50 feet; thence Southeast along the arc of said curve, through a central angle of 48°02'18", a distance of 107.41 feet; thence South 80°01'32" East, a distance of 40.33 feet; thence South 00°19'42" West, a distance of 207.00 feet; thence North 87°35'42" West, a distance of 288.11 feet to the beginning of a tangent curve concave to the Southeast, having a radius of 181.00 feet; thence Southwesterly along the arc of said curve, through a central angle of 33°36'13", a distance of 106.16 feet; thence South 58°47'04" West, a distance of 276.00 feet; thence North 87°36'02" West, a distance of 141.18 feet; thence North 22°05'28" West, a distance of 334.75 feet to the Point of Beginning.

Containing 0.70 acres (30,575 Sq Ft), more or less.

EXHIBIT "B"
PAGE 1 of 3

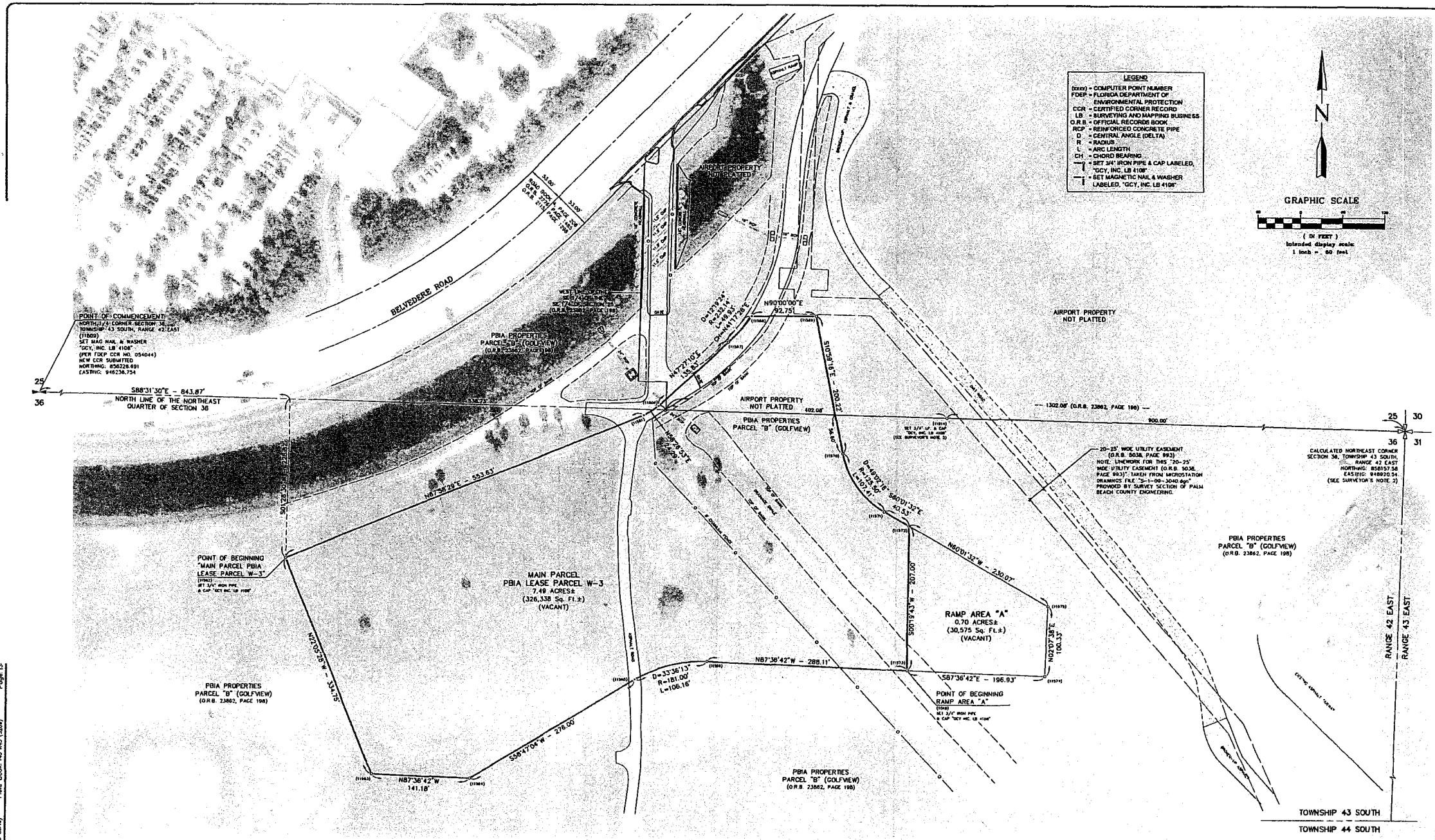
Paper: 13-13-24

Field Book: 103 R3 (2009)

Drawing Name: PBA-SEPARATE_BND Survey

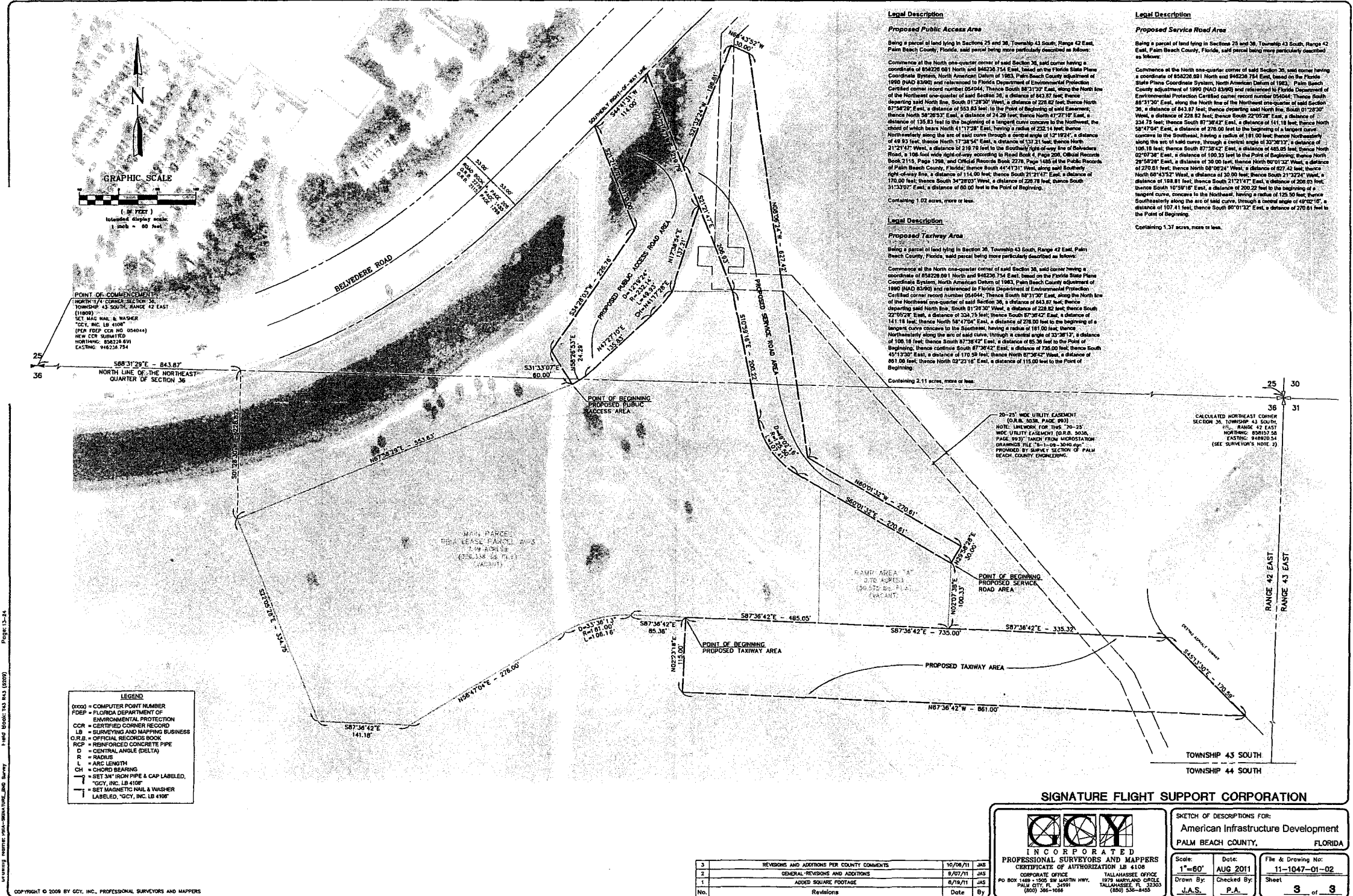
No.	Revisions	Date	By
3	REVISIONS AND ADDITIONS PER COUNTY COMMENTS	10/08/11	JAS
2	GENERAL REVISIONS AND ADDITIONS	8/07/11	JAS
1	ADDED SQUARE FOOTAGE	8/19/11	JAS

Drawing Name: pba-2010-08-01.dwg Page 13
Field Book: 143 143 (300)



SIGNATURE FLIGHT SUPPORT CORPORATION

 GCY INCORPORATED PROFESSIONAL SURVEYORS AND MAPPERS CERTIFICATE OF AUTHORIZATION LB 4108 CORPORATE OFFICE: TALLAHASSEE OFFICE PO BOX 1468 - 1506 SW MARTIN HWY. 1079 HAWKLAND CIRCLE PALM CITY, FL 34981 TALLAHASSEE, FL 32303 (888) 368-1068 (850) 538-8450	BOUNDARY SURVEY FOR: American Infrastructure Development PALM BEACH COUNTY, FLORIDA	Scale: 1"=60' Date: AUG 2011 Drawn By: J.A.S. Checked By: P.A.	File & Drawing No: 11-1047-01-02 Sheet 2 of 3																
	<table border="1"> <thead> <tr> <th>No.</th> <th>Revision</th> <th>Date</th> <th>By</th> </tr> </thead> <tbody> <tr> <td>3</td> <td>REVISIONS AND ADDITIONS PER COUNTY COMMENTS</td> <td>10/06/11</td> <td>JAS</td> </tr> <tr> <td>2</td> <td>GENERAL REVISIONS AND ADDITIONS</td> <td>8/07/11</td> <td>JAS</td> </tr> <tr> <td>1</td> <td>ADDED SQUARE FOOTAGE</td> <td>8/19/11</td> <td>JAS</td> </tr> </tbody> </table>	No.	Revision	Date	By	3	REVISIONS AND ADDITIONS PER COUNTY COMMENTS	10/06/11	JAS	2	GENERAL REVISIONS AND ADDITIONS	8/07/11	JAS	1	ADDED SQUARE FOOTAGE	8/19/11	JAS		
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SIGNATURE FLIGHT SUPPORT CORPORATION

INCORPORATED
PROFESSIONAL SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION LB 6108

PO BOX 1489 • 1000 SW JAGSON HWY. TALLAHASSEE, FL 32303
(904) 386-1066

SKETCH OF DESCRIPTIONS FOR:
American Infrastructure Development
PALM BEACH COUNTY, FLORIDA

Scale: 1"=60'
Date: AUG 2011
Drawn By: J.A.S.
Checked By: P.A.

File & Drawing No:
11-1047-01-02
Sheet 3 of 3