Agenda Item: 3F15

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: July 10, 2012	========= [E=====================================
Department:	1 1	workshop	[] Fublic nearing
Submitted By: Department of Airpo	orts		
Submitted For:			
		=======================================	=======================================
I. E	XECUTIVE BR	<u>EF</u>	
Motion and Title: Staff recomment Cargo Building Lease and Operating Service Co. (UPS) extending the ten Beach International Airport (PBIA) until	Agreement (Semont of UPS' lease	econd Amendn e of cargo bui	nent) with United Parcel Iding space at the Palm
Summary: On November 3, 2009, Operating Agreement (Agreement) (Roof cargo space for office administration cargo. The Agreement is scheduled renewal options. The Second Ames September 30, 2014 with two 2-year and s	2009-1875) with n, shipping, rece d to expire on endment exten	UPS for the le viving and sorti September 30 ds to the terr	ease of 6,000 square feet ng of parcels, freight and , 2012, with two 1-year m of the Agreement to
Background and Justification: The approximately 40,000 square feet of Corporation (FedEx) both operate at the Lease and Operating Agreement (First amended the Agreement to provide ground support equipment operations Agreement and updates several provide general's office.	of interior cargo the facility. The st Amendment) for the lease o s. The Second	space. UP: First Amendm approved June of ground area Amendment	S and Federal Express ent to Air Cargo Building 29, 2010 (R2010-0997) by UPS to support its extends the term of the
Attachments:			
Second Amendment (3)			
Recommended By: Levy Depart	Selfy tment Director		6/12/12 Date
Approved By: Vo Count	ty Administrato	r	G/W/V Date

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 Program Income (County) In-Kind Match (County) Operating Costs	0	(273,970)	(273,970)	 	0			
NET FISCAL IMPACT # ADDITIONAL FTE POSITIONS (Cumulative)	0	(273,970)	(273,970)	0				
Is Item Included in Proposed Budget? Yes X No								
B. Recommended Sources of	f Funds/Sun	nmary of Fisc	al Impact:					
UPS pays building rental in year and \$36,000 per year \$160,000 in aircraft landing	in fixed aircr	aft parking fee	er year plus gr es. In addition	ound rental o , UPS pays a	f \$8,970 per an estimated			
C. Departmental Fiscal Review:								
III. REVIEW COMMENTS								
A. OFMB Fiscal and/or Contra	act Develop	ment and Co	ntrol Comme	nts:				
OFMB A GITH	6/14/12		Contract 6-21-12	Dev. and Co B. Wheele	ontrol			
Assistant County Attorney								
C. Other Department Review	. .							
Department Director	<u> </u>							

REVISED 9/03 ADM FORM 01 (THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

SECOND AMENDMENT TO AIR CARGO BUILDING LEASE AND OPERATING AGREEMENT PALM BEACH INTERNATIONAL AIRPORT

THIS SECOND AMENDMENT TO AIR CARGO BUILDING LEASE AND OPERATING AGREEMENT (this "Second Amendment") is made and entered into _______ by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and United Parcel Service Co., a Delaware corporation, having an office and place of business at 1400 North Hurstbourne Parkway, Louisville, Kentucky, 40223 ("Tenant").

WITNESSETH:

WHEREAS, County and Tenant have entered that certain Air Cargo Building Lease and Operating Agreement dated November 3, 2009 (R2009-1875) (the "Lease"); and

WHEREAS, County and Tenant have entered that certain First Amendment to Air Cargo Building Lease and Operating Agreement dated June 29, 2010 (R2010-0997) amending the Lease to provide for Tenant's use of an area west of the Air Cargo Building for outside storage of Tenant's ground support equipment; and

WHEREAS, County and Tenant desire to amend the Lease to modify the Term and Renewal Term options of the Lease.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which the parties hereby expressly acknowledge, the parties hereto covenant and agree as follows:

1. Article 3 of the Lease is deleted in its entirety and replaced with the following:

ARTICLE 3 TERM, COMMENCEMENT DATE AND RENEWAL OPTIONS

- 3.01 <u>Term.</u> The term of this Lease (the "Initial Term") shall commence on November 3, 2009 (the "Commencement Date") and expire on September 30, 2014, unless extended pursuant to Section 3.02.
- 3.02 <u>Renewal Term.</u> Provided Tenant is not in default of any of the terms and conditions of this Lease, this Lease shall be automatically renewed for two (2) additional, consecutive terms of two (2) years each ("Renewal Term"); provided, however, either party, with the Department acting on behalf of County, may elect to not renew this Lease upon providing no less than thirty (30) days advance written notice to the other party prior to the expiration of the then current Term. Each Renewal Term shall be upon the same terms and conditions set forth herein, except that no Renewal Term shall extend beyond September 30, 2018.

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- 2. Section 25.01 of the Lease is deleted in its entirety and replaced with the following:
 - 25.01 Non-discrimination in Employment. Tenant assures that it will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, sex, color, religion, creed, ancestry, national origin, disability, familial status, sexual orientation, age, marital status, or gender identity or expression be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates Tenant for the period during which Federal assistance is extended to County for the Airport, except where the Federal assistance is to provide, or is in the form of, personal property or real property or interest therein or structures or improvements thereon. In these cases, the provision obligates Tenant for the longer of the following periods: (1) the period during which the property is used by County for a purpose involving the provision of similar services or benefits; or (2) the period during which the County retains ownership or possession of the property. Tenant shall include this provision in all subleases and subcontracts.
- 3. Section 25.02 of the Lease is deleted in its entirety and replaced with the following:
 - 25.02 Non-discrimination in Benefits and Services. Tenant for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, sex, color, religion, creed, ancestry, national origin, disability, familial status, sexual orientation, age, marital status, or gender identity or expression shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) in the construction of any improvements on, over, or under the Premises and the furnishing of services thereon, no person on the grounds of race, sex, color, religion, creed, ancestry, national origin, disability, familial status, sexual orientation, age, marital status, or gender identity or expression shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49 Code of Federal Regulations (CFR), Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended. In the event of breach of any of the above non-discrimination covenants, County shall have the right to terminate this Lease and to re-enter and repossess the Premises and the facilities thereon, and hold the same as if said Lease had never been made or issued. This provision shall not be effective until the procedures of 49 CFR Part 21 are followed and completed, including exercise or expiration of appeal rights. Tenant, for itself, its successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained or otherwise operated on the Premises for a purpose for which a Department of Transportation (DOT) program or activity is extended or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

- 4. Article 28 of the Lease is hereby modified to add the following Section 28.26:
 - 28.26 <u>Inspector General</u>. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Tenant, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
- 5. <u>Ratification of Agreement</u>. Except as specifically modified herein, all of the terms and conditions of the Lease, as amended, shall remain unmodified and in full force and effect and are hereby ratified and confirmed by the parties hereto.
- 6. <u>Effective Date</u>. This Second Amendment shall be considered effective when signed by all parties.

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

ATTEST: SHARON R. BOCK, CLERK AND COMPTROLLER	PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS
By: Deputy Clerk	By: Shelley Vana, Chair
APPROVED AS TO FORM AND LEGAL SUFFICIENCY By: County Attorney	APPROVED AS TO TERMS AND CONDITIONS By Director, Department of Airports
Signed, sealed and delivered in the presente of two witnesses for TENANT: Signature Print Name Signature Levin Hoffman	UNITED PARCEL SERVICE CO., a Delaware Corporation By: Manh Mall Signature Print Name Title
Print Name	(Seal)

AUTHORIZATION OF CORPORATE OFFICER

I, Ryan C. Swift, Assistant Secretary of United Parcel Service Co., a Delaware corporation, do hereby certify that Mark McCloud, a duly elected Vice President of this corporation is authorized to act in the name and behalf of said corporation and to execute real estate and such other instruments as he may deem necessary and advisable and on such terms and conditions as he may approve. The execution and delivery of such documents shall be conclusive evidence of the approval and authority so to act.

It is further certified that Mark McCloud, having previously been duly elected a Vice President of United Parcel Service Co., a Delaware corporation, continues to hold such office and authority thereunder as of the day and year subscribed below.

Dated: September 14, 2009

UNITED PARCEL SERVICE CO., a Delaware corporation

Ryan C. Swift, Assistant Secretary

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONL INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER TH LISTED, ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMIT N ONLY. AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN TER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE BLIMIT/LIMITS NOT LISTED BELOW.

This is to Certify that

UNITED PARCEL SERVICE, INC.

55 GLENLAKE PARKWAY, NE

2011 DEC 27 Pil 1: 44

BLDG. 846. PB NAME AND OF INSURED



ATLANTA

GA 30328

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

WORKERS COMPENSATION	EXP DATE CONTINUOUS EXTENDED POLICY TERM 1/1/2013	POLICY NUMBER WC7-C25-004175-242 WC7-C25-092036-082 WC5-C25-004335-972 WC5-C25-092036-092	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: FL,MD,MI,SC,WI. IA,NE,OR. AR,CO,CT,IN,KY,RI,UT. MN,MO. AL,AZ,DC,DE,LA,MS,NH,NM,NJ,	EMPLOYERS LIABILITY Bodily Injury by Accident \$1,000,000 Each Accident Bodily Injury By Disease \$1,000,000 Policy Limit	
COMMERCIAL		WA7-C2D-004335-052	NC,OK,TN,VA.	Bodily Injury By Disease \$1,000,000 Each Person	
GENERAL LIABILITY OCCURRENCE CLAIMS MADE	1/1/2013	TB1-C21-004175-282 All Other States TB1-C21-092036-142 AK,CA,CO,HI,ID,IA,KS,MN,MO, MT,NE,NV,ND,OR,SD,UT,WA,WY	Products / Completed Operations Aggregate \$5, Each Occurrence \$5, Personal & Advertising Injury \$5,	5,000,000	
AUTOMOBILE LIABILITY OWNED NON-OWNED HIRED	1/1/2013	AS2-C21-004175-332 All Other States & PR AS1-C21-004335-262 Virgin Islands AV2-C21-004335-242 RI & VA	\$5,000,C	Each Accident — Single Limit B.I. And P.D. Combined Each Person Each Accident or Occurrence Each Accident or Occurrence	
OTHER Auto Liability	01/01/13	AS2-C21-092036-212 AK,CA,CO,HI,ID,IA,KS,MN,MO, MT,NE,NV,ND,OR,SD,UT,WA,WY	Additional Workers Comp policies WA5-C2D-092036-242 GA,IL,ME, WA7-C2D-092036-112 AK,CA,HI, Same limits apply	NY,PA,TX,VT.	
ADDITIONAL COMMENTS ADDITIONAL INSURE upon request to Liberty Coverage is primary ar United Parcel Service ([,] Mutual at the cor nd includes Waive	COUNTY DEPARTMENT OF ntact listed below.	AIRPORTS Additional Insur	red language available	

^{*} If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.) BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 30 DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

Liberty Mutual Insurance Group

Palm Beach County Department of Airports Attn; Airport Properties

Weston / 0102

Karyn Lessard

846 Palm Beach International Airport West Palm Beach ĖL

33406-1470

Riverside Office Park, 9 Riverside Road

AUTHORIZED REPRESENTATIVE

Weston MA 02493-2298 OFFICE

781-891-8900 PHONE

<u>12/19/201</u>1 DATE ISSUED

This certificate is executed by LIBERTY MUTUAL INSURANCE GROUP as respects such insurance as is afforded by those Companies NM 772 07-10 LDI COI 268896 02 11

ED INSURED	DATE CERTIFICATE PRIN	TED
		12/19/2011
changes/revisions to this certificate are necessa equest to: Liberty Mutual, National Sales, 9 Rive	Inry, you may: FAX your request to rside Road, Weston, MA 02493.	781-891-0926 or mail your
you no longer require this certificate and do not umber above and instruct us to delete from our d	need on an annual basis, please fa latabase.	ax the certificate to our office at the

Liberty Mutual

Riverside Office Park, 9 Riverside Road

Weston

MA 02493-2298

RECENT

2011 DEC 27 PK 1:44

BLDG. 846. PBIA

Palm Beach County Department of Airports Attn; Airport Properties

846 Palm Beach International Airport WEST PALM BEACH FL 33406-1470

U.S. Mail Document

Sender: Karyn Lessard

Phone: 781-891-8900

Subject: Certification of Insurance UNITED PARCEL SERVICE, INC.

Date: 12/19/2011

No: of Pages: 3

URL: www.LibertyMutual.com

Please contact the sender above with insurance questions

This document was issued by the Liberty Mutual Insurance Group.

The attached or linked document(s) contains a Certificate of Insurance for the Insured named above. Your company is listed as the organization requesting receipt of this document(s).

If this document(s) is sent via e-mail, you must click on the link below. The linked document(s) is in a pdf format, and you must have Adobe Acrobat Reader installed on your system. To download the Adobe Reader for free, visit www.Adobe.com.

If you have any questions regarding the content of this message, please contact your local sales producer whose name and telephone number appears in the lower right hand corner of the attached Certificate.

Click on the following link to retrieve and print the document(s).

THIS MESSAGE IS INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THE MESSAGE IS NOT THE INITENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE, AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA REGULAR POSTAL SERVICE.



JLT AEROSPACE (North America) Inc. 2300 Dulles Station Boulevard Suite 230 Herndon, VA 20171 Main: 703 459-2380

Facsimile: 703 459-2381

<u>CERTIFICATE OF INSURANCE</u> CERTIFICATE NUMBER: UPS12-131-1R

This certificate cancels and replaces UPS12-131, issued on November 16, 2011

This is to certify to

Palm Beach County Department of Airports
Attn: Ray Walter, Director of Properties (email: ray.walter@pbia.org)

846 Palm Beach International Airport

West Palm Beach, FL 33406

That

UNITED PARCEL SERVICE CO. (UPS)*

55 Glenlake Parkway, N.E. Atlanta, Georgia 30328

*Including UPS, U.K., Ltd. &/or United Parcel Service, Inc. UPS House, Forest Road, Feltham, Middlesex, TW13 7DY UPS Cartage Services, Inc., & UPS-Supply Chain Solutions, Inc.

As of this date, has arranged for the following insurance coverage(s) for the period and with underwriters as identified in the Security Sheet.

KIND OF INSURANCE:

COMPREHENSIVE AVIATION LIABILITY INSURANCE (Combined Single Limit)

Each Occurrence \$ 25,000,000

Including, but not limited to: Comprehensive General Liability, Bodily Injury and Property Damage to Third Parties, Passenger Liability, Personal Injury Liability, Contractual Liability, Passengers' Checked and Unchecked Baggage Liability, Premises, Products, Ground Hangarkeepers and Completed Operations Liabilities On Aircraft Automobile, Employers and Corpo Local Liabilities Liabilities, On Airport Automobile, Employers' and Cargo Legal Liabilities.

ALL RISKS AVIATION HULL INSURANCE

Hull Limit: See Below

Coverage applies to the Aircraft including the propulsion system and equipment usually installed in or on the Aircraft (1) while installed in or on the Aircraft; (2) which temporarily removed form the Aircraft prior to being installed; and (3) while removed from the Aircraft for replacement until such time as replacement has commenced at which time the replacement part shall be considered a part of the Aircraft at the moment replacement has commenced.

*REFER TO THE POLICY. AN ANNUAL AGGREGATE LIMIT APPLIES TO SOME COVERAGES

AIRCRAFT INSURED: Any aircraft owned, used, maintained and/or operated by the Named Insured.

CONTRACT: The Air Cargo Lease and Operating Agreement (the "Agreement") dated October 1, 2009 between Palm Beach County, a political subdivision of the State of Florida and UPS regarding UPS' operations.

GEOGRAPHICAL LIMITS: Worldwide

OTHER COVERAGES/CONDITIONS/REMARKS

Subject always to the scope of the attached 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, a political subdivision of the State of Florida, its Board of County Commissioners, officers, employees and agents are included as Additional Insureds ("the Additional Insureds") 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 as manufacturer, repairer or servicing agent of the Aircraft and/or Engines.

In the event of cancellation or material changes of the policies by insurers which would adversely affect the interests of the Additional Insureds, Insurers agree to provide 30 days (ten (10) days in the event of cancellation for non-payment of premiums) prior written notice to the Certificate Holder(s).

This Certificate of Insurance is issued as summary of the insurances under the policies noted above and confers no rights upon the Certificate Holders as regards the insurances other than those provided by the policies. The undersigned has been authorized by the above insurers to issue this certificate on their behalf and is not an insurer and has no liability of any sort neither under the above policies nor as a result of this certification.



JLT AEROSPACE (North America) Inc. 2300 Dulles Station Boulevard Suite 230

Herndon, VA 20171 Main: 703 459-2380 Facsimile: 703 459-2381

<u>CERTIFICATE OF INSURANCE</u> CERTIFICATE NUMBER: UPS12-131-1R

This certificate cancels and replaces UPS12-131, issued on November 16, 2011

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. Notwithstanding any requirement, term, or condition of any contact or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all terms, exclusions, limitations and conditions of such policies (including, but not limited to an Electronic Date Recognition Exclusion Clause, and a related Electronic Date Recognition Exclusion Limited Coverage Endorsement; copies of which will be made available on request).

Claudia D. Lewis, Authorized Representative

November 17, 2011 Date



JLT AEROSPACE (North America) Inc. 2300 Dulles Station Boulevard Suite 230

Herndon, VA 20171 Main: 703 459-2380 Facsimile: 703 459-2381

CERTIFICATE OF INSURANCE CERTIFICATE NUMBER: UPS12-131-1R This certificate cancels and replaces UPS12-131, issued on November 16, 2011

UNITED PARCEL SERVICE CO. (UPS) SECURITY SHEET FOR

HULL /LIABILITY/SPARES COVERAGE

POLICY TERM: November 16, 2011 to November 16, 2012 on both dates at 12:01 A.M. Local Standard Time at the address of the Named Insured.

INSURER/ADDRESS	POLICY NUMBER	QUOTA SHARE
Allianz Global Risks US Insurance Co. 1 Chase Manhattan Plaza, 37th Floor New York, NY 10005	A1AL000025611AM	10.00%
Starr Surplus Lines Insurance Company Per Starr Aviation Agency, Inc. 3353 Peachtree Rd. NE, Ste 1000 Atlanta, GA 30326	SASLAMR63605611-01	3.75%
Ironshore Specialty Insurance Company Per Starr Aviation Agency, Inc. 3353 Peachtree Rd. NE, Ste 1000 Atlanta, GA 30326	IHM100135-01	3.75%
UPINSCO Per Aon Insurance Mgrs. (Bermuda) Craig Appin House 8 Wesley Street, 3rd Floor P O Box HM2450 Hamilton, HMJX Bermuda	UPI-1003-11	39.00%
AXA Corporate Solutions Assurance 4 rue Jules Lefebvre 75426 PARIS CEDEX 09 France	246553	5.00%
National Union Fire Insurance Company of Pittsburgh Per Chartis Aerospace Insurance Services, Inc. 100 Colony Square 1175 Peachtree St. NE Atlanta, GA 30361	HL 1853172-09	12.50%
Catlin France S.A.S 37 rue de Caumartin 75009 Paris, France	919675	5.00%
Member Companies of La Reunion Aerienne 134 Rue Danton 92300 Levallois-Perret France	2011/60344	13.00%
XL Specialty Insurance Company One World Financial Center 200 Liberty Street, 3rd Floor New York, NY 10281	UA00002638AV11A	6.00%
StarNet Insurance Co. Per Berkley Aviation, LLC 1101 Anacapa Street, Suite 200 Santa Barbara, CA 93101	BA-11-11-00087	<u>2.00%</u>
	TOTAL	100.00%

SEVERAL LIABILITY NOTICE

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 (Insurance)



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 05/23/2012

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.

					.1 12					
		If this cer	tificate is bein	g prepared for a party who has an insurab	ole interest	in the pro	perty, do not use th	is form. Use ACORD 27 or	r ACORD 28.	
PROD		3			C	ONTACT				
Aon Risk Services South, Inc. Atlanta GA Office				1	PHONE (866) 283-7127 FAX (847) 952 5200					
3569	P-	iedmont Rd	NE.Bla1.#70	00 -	le le	-MAIL		(A/C, No.): (647)		
Atla	ınta	g GA 30305	USA		14	DDRESS: PRODUCER	10502610			
					14	CUSTOMER ID	π,			Т
INSUR	ED					INSURER A		AFFORDING COVERAGE		NAIC#
Unit	:ed	Parcel Ser	vice, Inc.		<u> </u>	INSURER B				0128AL
& ar	v r	of its subs	idiarios a	ffiliates	<u> </u>	INSURER C				
or a firm	ISS(organizati	panies, cor	porations,		INSURER D				
55_G	ler	ilake Pkwy	NE			INSURER E				
		a, GA 30328	USA			INSURER F				
OCA	ION	RAGES	SCRIPTION OF PR	CERTIFICATE NUMBER: OPERTY (Attach ACORD 101, Additional Remarks Schedu	570046340	362	F	REVISION NUMBER:		
Evic	lend	e of Cover	age. Air C	argo Building, Lease and Operatin	ng Agreen	ient.	ED TO THE INSUR	ED NAMED ABOVE FOR 1	THE POLICY	PERIOD
Q.		LICKIE MAI	ロビ いうりいにひ ひ	S ANY REQUIREMENT, TERM OR CONDI OR MAY PERTAIN, THE INSURANCE AFF OF SUCH POLICIES. LIMITS SHOWN MAY	FORDED R	Y THE PO	LICIES DESCRIBE	LU MEDEIN IG GIID IECT.	ECT TO WHK TO ALL THE	CH THIS TERMS,
NSR LTR			NSURANCE	POLICY NUMBER	POLICY E	FFECTIVE	POLICY EXPIRATION DATE (MM/DD/YYYY	COVERED DROGERTY	LIM	rts.
Α	х	PROPERTY	T	UPI100212		0/2012	05/20/2013	BUILDING	 	
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ECM	T CC	NDITIONS / OTH	ER COVERAGES	(Attach ACORD 101, Additional Remarks Schedule, i	if more	ie en en alle all		L. L		
alm	Ве	ach County	, a politica	al subdivision of the State of Fl	orida is	include	d as Loss Payee	on the Property pol	icy.	
CEI	RTII	ICATE HOL	DER		CANC	ELLATIO	ON .			
Airport Properties Palm Beach County, a political		SHO	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				RE THE			
		AUTHOR	IZED REPRES	SENTATIVE Son	Pisk Services	South	Ina.			

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ACORD 24 (2009/09)

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INSURED

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Program Design

Policy #: UPI100211

Coverage afforded by the provisions of this certificate are no more than required by lease or contract
Subject to policy terms, conditions and exclusions

All real and personal property of insured, Property of others in insured's care, custody and/or control, including Warehouse Legal Liability, Special Causes of Loss Form including Flood and Earthquake Coverage is on a repair or replacement cost basis - No Coinsurance, Law and Ordinance coverage is included, Waiver of Subrogation, Loss of Rents Coverage is included if required by lease. Coverage includes Boiler & Machinery. Business Interruption Coverage is included. Cargo Legal Liability Coverage is included. Named Storm is included

Certificate Number: 570046340362