Agenda Item: 3F2

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

| Meeting Date: June 18, 2013 | [x] [] | Consent Workshop | [] Regular [] Public Hearing |
|---|--------------|---------------------|-----------------------------------|
| Department: | | Workshop | [] I ublic Hearing |
| Submitted By: Department of Airports | | | |
| Submitted For: | | | |
| | | | |
| I. EXECU | JTIVE BRIE | <u>:F</u> | |
| Motion and Title: Staff recommends mowith Galaxy Aviation of Palm Beach, Inc. expiring February 19, 2013. | | | |
| Summary: Delegation of authority for exapproved by the Board in R-2007-2070. The occupancy of approximately 56,400 square aircraft parking. Countywide (AH) | his License | Agreement p | provides for the use and |
| Background and Justification: Galaxy appron to accommodate heavy traffic over Pre | | | Iditional aircraft parking |
| Attachments: One (1) Standard Agreemen | t for the De | partment of A | irports |
| | | | |
| Recommended By: Departmen | t Director | | 5 / 22/13 Date |
| Approved By: County Adn | <u></u> | | (/>/(> Date |

II. FISCAL IMPACT ANALYSIS

| A. Five Year Summary of Fisc | al Impact: | | | | |
|--|--|-------------------|-----------------|----------------|----------------|
| Fiscal Years | <u>2013</u> | <u>2014</u> | <u>2015</u> | <u>2016</u> | <u>2017</u> |
| Capital Expenditures Operating Costs Operating Revenues Program Income (County) In-Kind Match (County) | (805.71) | | | | |
| NET FISCAL IMPACT # ADDITIONAL FTE POSITIONS (Cumulative) | (805.71) | | | | |
| | dget? Yes 4100 Depa ting Categor | rtment <u>120</u> | Unit <u>_8</u> | 451 RSource | ce <u>4416</u> |
| B. Recommended Sources The fiscal impact of this occupancy of the property i | License Agre | eement will b | | | use and |
| C. Departmental Fiscal Review | n: <u>CW</u> | Sumu | | | |
| | III. REVIEW | COMMENTS | <u> </u> | | |
| A. OFMB Fiscal and/or Contra | ict Developm | ent and Con | trol Comm | ents: | |
| OFMB MAR | 30/20/2 | | Contract 5-25-7 | t Dev. and Con | 15/30 [13 |
| B. Legal Sufficiency: | | | | | |
| Assistant County Attorney | 1 <u>-1</u> 3 | | | | |
| C. Other Department Review: | | | | • • | |
| Department Director | _ | | | | |

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

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") made and entered into this day of FEB 2 6 2013, 2013, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as ("County") and Galaxy Aviation of Palm Beach, Inc., a Florida corporation, whose principal place of business is located at 3800 Southern Boulevard, West Palm Beach, Florida 33406, hereinafter referred to as ("Licensee").

WITNESSETH:

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

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

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

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

ARTICLE 1 BASIC PROVISIONS

- 1.01 Recitals. The foregoing recitals are true and correct and incorporated herein.
- 1.02 <u>Property.</u> The Property, which is the subject of this Agreement, is more particularly identified in Exhibit "A", attached hereto and incorporated herein (the "Property").

ARTICLE 2 LENGTH OF TERM AND COMMENCEMENT DATE

The term of this Agreement shall commence on February 14, 2013 (the "Commencement Date") and expire on February 19, 2013 (the "Term"), unless terminated earlier as provided for herein.

ARTICLE 3 LICENSE FEE

3.01 <u>License Fee.</u> Licensee shall pay County for the use and occupancy of approximately 56,400 square feet, as more particularly identified in Exhibit "A", a license fee in the amount of Eight Hundred Five Dollars and Seventy One Cents (\$805.71), together with applicable sales taxes thereon. The license fee shall be payable prior to the Commencement Date.

ARTICLE 4 CONDUCT OF BUSINESS AND USE OF PROPERTY BY LICENSEE

4.01 <u>Use of Property</u>. Licensee shall use the Property solely and exclusively for parking of aircraft owned or leased by customers and subtenants of Licensee. Licensee

shall not use, permit or suffer the use of the Property for any other business or purpose whatsoever.

- 4.02 <u>Improvements.</u> Licensee shall make no improvements, alterations or additions to the Property whatsoever, without the prior written consent of the Department, which may be granted or withheld in the Department's sole and absolute discretion.
- 4.03 <u>Condition of Property.</u> Licensee accepts the Property in its "As is", "Where is" condition as of the Commencement Date. Licensee further acknowledges that County has not made any warranties or representations of any nature whatsoever regarding the Property including, but not limited to, any warranties or representations relating to the physical condition of the Property or any improvements located therein, or the suitability of the Property or any improvements for the Licensee's intended use.
- 4.04 <u>Waste or Nuisance</u>. Licensee shall not commit or suffer to be committed any waste upon the Property or any nuisance or other act or thing which may result in damage or depreciation of value of the Property.
- 4.05 <u>Compliance with Laws.</u> Licensee shall, at its sole cost and expense, secure any and all required licenses and permits and shall comply with all local, state, and federal laws pertaining to Licensee or its use of the Property, including all applicable zoning, building and fire laws and regulations. Licensee acknowledges and agrees that County has made no representations whatsoever regarding Licensee's ability to use the Property for the purposes set forth in this Agreement. Licensee shall ensure that its invitees, guests and any all other persons entering the Property with or without Licensee's consent or knowledge comply with all applicable laws on the Property. Licensee shall indemnify, defend and save County harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Licensee's failure to perform its obligations specified in this Section. The foregoing indemnification agreement shall survive the expiration or earlier termination of this Agreement.
- Non-Discrimination. Licensee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (a) that 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 or denied the use of the Property, (b) that in the construction of any improvements on, over, or under such Property and the furnishing of services, 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 (c) that Licensee shall use the Property in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended from time to time. In the event of the breach of any of the foregoing nondiscrimination covenants, County shall have the right to terminate this Agreement and to reenter and repossess the Property and the facilities hereon, and hold the same as if the Agreement had never been made or issued. This cancellation provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21, are followed and completed including exercise or expiration of appeal rights.
- 4.07 <u>Surrender of Property.</u> Upon expiration or earlier termination of Licensee's license to use the Property, Licensee, at its sole cost and expense, shall surrender the Property to the County in at least the same condition as the Property was in as of the Commencement Date of this Agreement.
- 4.08 <u>County's Right to Enter.</u> County shall have the right to enter the Property at any time, without notice, for any purpose whatsoever. County agrees to exercise reasonable efforts to minimize interference with or disruption of Licensee's operations on the Property; provided, however, County shall not be required to expend additional sums of money in order to comply with the foregoing requirement. In the event that a County

work activity must take place within the Property during Licensee's operating hours, which will disrupt or interfere with the Licensee's operations, County will endeavor to provide prior notice to Licensee. The notice requirements provided under Section 10.04 shall not apply to this Section.

ARTICLE 5 REPAIRS AND MAINTENANCE OF PROPERTY/SECURITY

- 5.01 Repairs & Maintenance. County shall not be obligated or required to make or conduct any maintenance or repairs whatsoever to the Property. All portions of the Property and all improvements erected on the Property shall be kept in good repair and condition by Licensee. Licensee shall maintain the Property free of trash and debris. Upon expiration or earlier termination of this Agreement, Licensee shall deliver the Property to County in good repair and condition as specified herein, free of all improvements constructed by Licensee, if any. In the event of any damage to the Property, County may complete the necessary repairs or maintenance of the Property and Licensee shall reimburse County for all expenses incurred by County in doing so, plus a twenty five percent (25%) overhead, within fifteen (15) days after written request for reimbursement from County.
- 5.02 <u>Security.</u> Licensee acknowledges and accepts full responsibility for the security and protection of the Property and any and all personal property and improvements now existing or hereafter placed on or installed in or upon the Property, and for the prevention of unauthorized access to the Property. Licensee fully understands that the police security protection provided by County is limited to that provided to any other business situated in Palm Beach County by the Palm Beach County Sheriff's Office and expressly acknowledges that any special security measures deemed necessary or desirable for additional protection of the Property, shall be the sole responsibility of Licensee and shall involve no additional cost to County.

ARTICLE 6 INSURANCE

6.01 <u>Maintenance of Insurance.</u> Licensee agrees to maintain, on a primary basis and at its sole expense, at all times during the Term of this Agreement, and any extension thereof, the insurance coverages and limits set forth in Exhibit "B", attached hereto and incorporated herein. The requirements contained herein, as well as County's review or acceptance of insurance maintained by Licensee is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Licensee under this Agreement.

ARTICLE 7 INDEMNIFICATION

Licensee shall indemnify, defend and save County harmless from and against any and all claims, actions, damages, liability and expense in connection with: (i) loss of life, personal injury and/or damage to or destruction of property arising from or out of any occurrence in, upon or at the Property; (ii) the occupancy or use by Licensee of the Property or any part thereof; or (iii) any act or omission of Licensee, its agents, contractors, employees or invitees. In the event the County is made a party to any litigation commenced against Licensee or by Licensee against any third party, then Licensee shall protect and hold County harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, and any appeals thereof. Licensee recognizes the broad nature of this indemnification provision and specifically acknowledges the receipt of good and value separate consideration in support thereof. This provision shall survive expiration or earlier termination of this Agreement.

ARTICLE 8 ASSIGNMENT

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

ARTICLE 9 REVOCATION OF LICENSE/DEFAULT

- 9.01 <u>Revocation of License.</u> Notwithstanding any provision of this Agreement to the contrary, the rights granted to Licensee hereunder amount only to a non-exclusive license to use the Property, which license is expressly revocable by County for any reason whatsoever upon notice to Licensee. Upon notice from County of the revocation of the license granted hereby, this Agreement shall terminate and County shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination.
- 9.02 <u>Termination for Convenience by Licensee.</u> Licensee may terminate this Agreement for convenience upon five (5) days prior written notice to County, whereupon the parties shall be relieved of all further obligations hereunder with the exception of those obligations accruing prior to the date of such termination and those obligations which expressly survive termination of this Agreement.
- 9.03 <u>Default.</u> Failure to perform or observe any of the agreements, covenants, or conditions contained in this Agreement to be performed or observed by such party upon five (5) days prior written notice shall constitute a default of this Agreement.

ARTICLE 10 MISCELLANEOUS

- 10.01 <u>Subordination to Bond Resolution</u>. This Agreement and all rights granted to Licensee hereunder are expressly subordinated and subject to the lien and provisions of the pledge, transfer, hypothecation or assignment made by County in the Palm Beach County Airport System Revenue Bond Resolution dated April 3, 1984 (R-84-427), as amended and supplemented (the "Bond Resolution"), and County and Licensee agree that to the extent permitted by authorizing legislation, the holders of the Bonds or their designated representatives shall exercise any and all rights of County hereunder to the extent such possession, enjoyment and exercise are necessary to insure compliance by Licensee and County with the terms and provisions of this Agreement and Bond Resolution.
- 10.02 <u>Subordination to State/Federal Agreements</u>. This Agreement shall be subject and subordinate to all the terms and conditions of any instrument and documents under which the County acquired the land or improvements thereon, of which the Property are a part, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Licensee understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement between County and the United States of America, the State of Florida or any of their respective agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.
- 10.03 Entire Agreement. This Agreement and any Exhibits attached hereto and forming a part thereof as if fully set forth herein, constitute all agreements, conditions and understandings between County and Licensee concerning the Property. All representations, either oral or written, shall be deemed to be merged into this Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon County or Licensee unless reduced to writing and signed by them.

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

(a) If to the County at:

Palm Beach County Department of Airports 846 Palm Beach International Airport West Palm Beach, FL 33406-1470 Attn: Deputy Director, Airports Business Affairs Fax: (561) 471-7427

(b) If to the Licensee at:
 Galaxy Aviation of Palm Beach, Inc.
 Attn: General Manager
 3800 Southern Boulevard
 West Palm Beach, FL 33406

With a copy to: Galaxy Aviation, Inc. Attn: General Counsel 2255 Glades Road, Suite 321A Boca Raton, FL 33431

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

10.05 <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 Licensee, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

10.06 <u>Recording.</u> Licensee shall not record this Agreement or any memorandum or short form thereof.

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

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

- 10.09 <u>Time of Essence</u>. Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.
- 10.10 <u>Captions.</u> The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.
- 10.11 <u>Severability.</u> In the event that any section, paragraph, sentence, clause, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.
- 10.12 <u>Waiver</u>. No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.
- 10.13 Effective Date. This Agreement shall become effective when executed by the parties hereto and approved by the Palm Beach Board of County Commissioners.
- 10.14 <u>No Third Party Beneficiaries</u>. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of County and/or Licensee.

(Remainder of page was left blank intentionally)

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

| Signature Nartha haverchatta Typed or Printed Name Signature Debra Reese Typed or Printed Name | PALM BEACH COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA By John Director, Department of Airports |
|---|---|
| | APPROVED AS TO FORM AND LEGAL SUFFICIENCY By: Anne Obland County Attorney |
| WITNESSES: Signature Sorth Mane Typed or Printed Name Signature Jane D. Kosst Typed or Printed Name | LICENSEE: Galaxy Aviation of Palm Beach, Inc. By: Signature Owathor Typed or Printed Name Title: |

(Corporate Seal)

EXHIBIT "A" THE PROPERTY



Exhibit "A" The Property Page 1 of 2

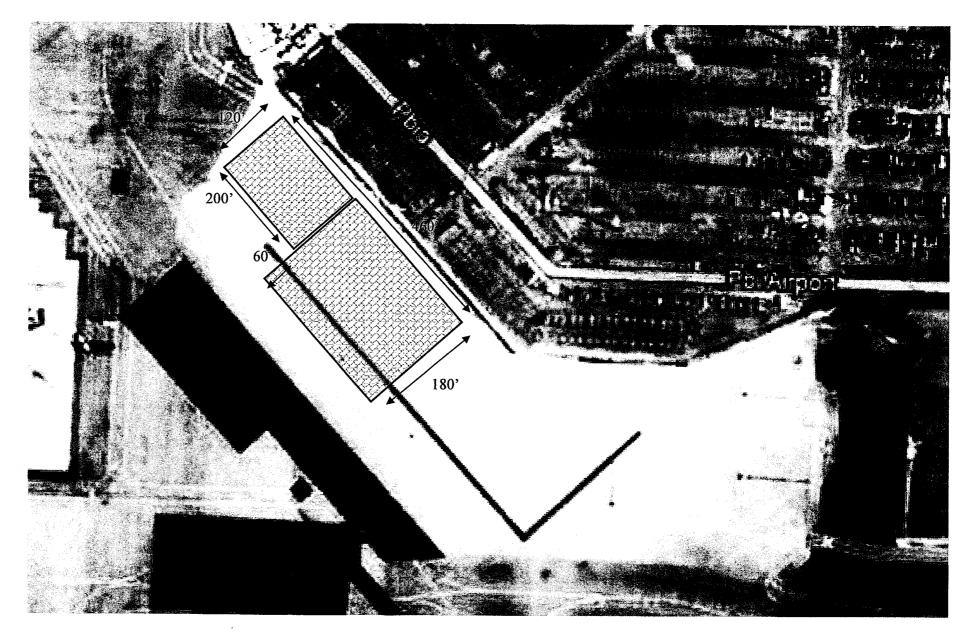


Exhibit "A" The Property Page 2 of 2

EXHIBIT "B" INSURANCE

<u>Commercial General Liability</u>. Licensee shall maintain Commercial General Liability Insurance at a limit of liability of not less than Ten Million Dollars (\$10,000,000) each occurrence. Coverage shall not contain any endorsement(s) excluding or limiting Premises/Operations, Damage to Rented Property, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis.

Business Automobile Liability. Licensee shall maintain Business Automobile Liability Insurance at a limit of liability of not less than Five Million Dollars (\$5,000,000) each occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event the Licensee does not own automobiles, Licensee agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. Coverage shall be provided on a primary basis.

Hangarkeeper's Legal Liability. Licensee shall maintain Hangarkeeper's Legal Liability Insurance providing coverage for property damage to aircraft that are the property of others while in the care, custody, or control of Licensee (when such aircraft are not in flight), in an amount not less than Ten Million Dollars (\$10,000,000) any one aircraft and Twenty Million Dollars (\$20,000,000) any one occurrence.

Additional Insured. Licensee shall endorse the County as an Additional Insured with a "CG026 Additional Insured - Designated Person or Organization" endorsement to the Commercial General Liability policy. The additional insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." Coverage shall be provided on a primary basis.

Waiver of Subrogation. Licensee agrees by entering into this Agreement to a Waiver of Subrogation for each policy required herein. When required by the insurer, or should a policy condition not permit Licensee to enter into any pre-loss agreement to waive subrogation without an endorsement, then Licensee agrees to 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, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Licensee enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Licensee shall provide the County with Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. The Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation (ten (10) days for nonpayment of a premium) or non-renewal of coverage. The Certificate Holder address shall read: Palm Beach County Board of County Commissioners, c/o Palm Beach County Department of Airports, 846 Palm Beach International Airport, West Palm Beach, Florida 33406.

CERTIFICATE

(Corporation)

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

1. That Brett Greenberg is the Secretary of Galaxy Aviation of Palm Beach, Inc., a corporation organized and existing in good standing under the laws of the State of Florida, 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 13th day of February, 2013, in accordance with the laws of the State of Florida, the Articles of Incorporation and the By-laws of the Corporation:

RESOLVED, that the Corporation shall enter into that certain License Agreement 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 Jon Miller, the Executive 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 <u>13th</u> day of <u>March</u>, 2013.

[Signature]

Corporate Seal

Brett Greenberg, Secretary

| ACC | CER | TIFICATE OF | | | | 04 | (MM/DD/YYYY) 1/17/2012 |
|------------------------------|---|---------------------------|------------------------------|-------------------------------|--|---------------------------------------|---------------------------|
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| ISURED | | | INSURER A. F | ederal Insurance C | company/Starr Aviation | 20 | 281 |
| | Galaxy Aviation of Palm Bea | ach, inc. | INSURER B. | | | | |
| | 3800 Southern Blvd West Palm Beach, Ft. 3340 | • | INSURER C. | | | | |
| | West Famil Beach, FL 3340 | 0 | INSURER D | | | | |
| OVER | | | : INSURER E: | | | | |
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| X | X COMMERCIAL GENERAL LIABILITY | 9957-0073-06 | 12/31/2011 | 12/31/2012 | EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) | \$ | 20,000,00 |
| | CLAIMS MADE OCCUR | | 4 | | | | 10.00 |
| | | | | | MED EXP (Any one person) PERSONAL & ADV INJURY | \$ | 20,000.00 |
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| | HIRED AUTOS | | | | BODILY INJURY | | |
| | NON-OWNED AUTOS | • | <i>'</i> | | (Per accident) | s | |
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| OFFIC If ves | CER/MEMBER EXCLUDED? | | | | E.L. DISEASE - EA EMPLOYEE | \$. | |

CERTIFICATE HOLDER

Hangarkeepers Limit: Each Aircraft Limit: 20,000,000 Each Loss Limit: 30,000,000

If yes, describe under SPECIAL PROVISIONS below OTHER

"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."

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

E.L. DISEASE - POLICY LIMIT \$

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

© ACORD CORPORATION 1988



3353 Peachtree Road NE, Suite 1000 Atlanta, GA 30326

Certificate of Insurance

Certificate Holder: PALM BEACH COUNTY DEPARTMENT OF AIRPORTS

846 PALM BEACH INTERNATIONAL AIRPORT

WEST PALM BEACH, FL 33406-1470

Named Insured:

BOCA AVIATION AND GALAXY AVIATION

C/O JET SHARING, INC., 2255 GLADES ROAD

SUITE 321-A

BOCA RATON, FL 33431

Policy Period: From DECEMBER

31, 2011

To DECEMBER 31, 2012

Policy Number: 9957-0073-06

Issuing Company: FEDERAL INSURANCE COMPANY

This is to certify that the policy(ies) listed herein have been issued providing coverage for the listed insured as further described. This certificate of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policy(ies) listed herein. Notwithstanding any requirement, term or condition of any contract, or other document with respect to which this certificate of insurance may be concerned or may pertain, the insurance afforded by the policy(ies) listed on this certificate is subject to all the terms, exclusions, and conditions of such policy(ies).

| Aviation Commercial General Liability | Limits of Insurance | _ |
|--|--|---|
| Each Occurrence Limit Damage to Premises Rented to You Limit Medical Expense Limit Personal & Advertising Injury Aggregate Limit General Aggregate Limit Products/Completed Operations Aggregate Limit | \$ 20,000,000. \$ 500,000. Any one premises \$ 10,000. Any one person \$ 20,000,000. \$ NOT APPLICABLE \$ 20,000,000. | |
| Hangarkeepers Limit Each Aircraft Limit Each Loss Limit Hangarkeeper's Deductible | \$ 20,000,000. \$ 30,000,000. \$ AS ENDORSED Each Aircraft | |

FOR FURTHER INFORMATION, PLEASE REFER TO THE ATTACHED ENDORSEMENT FORM, STARR 10062.

ON-PREMISES AUTO LEGAL LIABILITY LIMIT: \$5,000,000

Certificate Number: 19.1

Issued By and Date: DECEMBER 2, 2011 (MFL)

Starr 10058 (6/06)

(Authorized Representative)

ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

- 1. Designation of Premises (Part Leased to You):
- 2. Name of Person or Organization (Additional Insured):

PALM BEACH COUNTY DEPARTMENT OF AIRPORTS 846 PALM BEACH INTERNATIONAL AIRPORT WEST PALM BEACH, FL 33406-1470

3. Additional Premium: INCLUDED

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (SECTION II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- 2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

All other provisions of this policy remain the same.

| This endorsement becomes effective DECEMBER 31, Policy No. 9957-0073-06 Issued to BOCA AVIATION AND GALAXY AVIATION | , 2011 to be attached to and hereby made a part of: |
|--|---|
| By _ FEDERAL INSURANCE COMPANY | |
| Endorsement NoTBA | |
| Date of Issue DECEMBER 2, 2011 (MFL) | By Lett 2 |
| Starr 10062 (2/06) | (Authorized Representative) |

| PRODUC | | RTIFICATE OF | | | | DATE (MM/DD/YYYY) 03/28/2012 |
|-------------------------------|--|----------------------------|--|------------------|---|---------------------------------|
| | INSURANCE AGENCY | | ONLY AN | TIFICATION IS I | SSUED AS A MATTER | OF INFORMATION |
| | ENTERLINE LANE | | HOLDER. | THIS CERTIFIC | ATE DOES NOT AM | END. EXTEND OF |
| SANFO | ORD, FL 32773 | | ALTER TH | E COVERAGE A | FFORDED BY THE PO | LICIES BELOW. |
| | | | INSURERS A | AFFORDING CO | VERAGE | NAIC# |
| INSURED | | | INSURER A. AI | merican Southern | Insurance Company | 10235 |
| | Boca Airport, Inc. ETAL, DI | | | | d Republic Insurance Co. | 24147 |
| | (see list for additional name | | INSURER C. | | | |
| 2255 Glades Road, Suite 321-A | | INSURER D. | ************************************** | | | |
| | Boca Raton, FL 33431 | | INSURER E; | | | |
| COVER | RAGES OLICIES OF INSURANCE LISTED BE EQUIREMENT, TERM OR CONDITIO | | | | | |
| POLIC | EQUIREMENT, TERM OR CONDITIO ERTAIN, THE INSURANCE AFFORDI IES. AGGREGATE LIMITS SHOWN M | AY HAVE BEEN REDUCED BY PA | ID CLAIMS. | I TO ALL THE TER | MS, EXCLUSIONS AND CO | NDITIONS OF SUCH |
| TR INSRI | \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | DATE (MM/DD/YY) | LIMI | \$ |
| | GENERAL LIABILITY | , | | , | EACH OCCURRENCE | \$ |
| | COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR | | 1 | | DAMAGE TO RENTED PREMISES (Ea occurence) | \$ |
| | CLAIMS MADEOCCUR | | 1 | | MED EXP (Any one person) | \$ |
| | | , | | | PERSONAL & ADV INJURY | <u> </u> |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | GENERAL AGGREGATE | \$ |
| | POLICY PRO- LOC | | ; | | PRODUCTS - COMP/OP AGG | 5 |
| \neg | AUTOMOBILE LIABILITY | | | | | \$ |
| X | X ANY AUTO | BA900364 | 03/28/2012 | 03/28/2013 | COMBINED SINGLE LIMIT (Ea accident) | 1,000,00 |
| | ALL OWNED AUTOS | ; ; | i 1 | | BODILY INJURY | 3 |
| : , | SCHEDULED AUTOS | | l i | | (Per person) | • |
| : | <u>~</u> | | 1 | | | |
| : | X HIRED AUTOS | | | | BODILY INJURY | S |
| | X HIRED AUTOS X NON-OWNED AUTOS | | | | SODILY INJURY (Per accident) | S |
| | X HIRED AUTOS | | | | | \$ |
| | HIRED AUTOS NON-OWNED AUTOS Comp/\$500 Deductible | | | | (Per accident) PROPERTY DAMAGE | |
| | HIRED AUTOS NON-OWNED AUTOS Comp/\$500 Deductible Coll/\$500 Deductible | | · | | (Per accident) PROPERTY DAMAGE (Per accident) | \$ |
| | HIRED AUTOS NON-OWNED AUTOS Comp/\$500 Deductible Coll/\$500 Deductible GARAGE LIABILITY ANY AUTO | | | | PROPERTY DAMAGE (Per accident) AUTO ONLY - EA ACCIDENT | \$ |
| | HIRED AUTOS NON-OWNED AUTOS Comp/\$500 Deductible Coll/\$500 Deductible GARAGE LIABILITY ANY AUTO EXCESS/UMBRELLA LIABILITY | | | | (Per accident) PROPERTY DAMAGE (Per accident) AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC | \$ \$ |
| | HIRED AUTOS NON-OWNED AUTOS Comp/\$500 Deductible Coll/\$500 Deductible GARAGE LIABILITY ANY AUTO | | | | PROPERTY DAMAGE (Per accident) AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY. AGG | \$ \$ \$ |
| | HIRED AUTOS NON-OWNED AUTOS Comp/\$500 Deductible Coll/\$500 Deductible GARAGE LIABILITY ANY AUTO EXCESS/UMBRELLA LIABILITY | | | · | PROPERTY DAMAGE | \$ \$ \$ \$ \$ \$ \$ \$ \$ |

Commercial Auto Policy BA900364: Certificate Holder is included as Lessor-Additional Insured.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

0CAV03700100

CERTIFICATE HOLDER

WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

ANY PROPRIETORIPARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?

If yes, describe under SPECIAL PROVISIONS below

OTHER

Palm Beach County Board of Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents c/o Department of Airports 846 Palm Beach International Airport West Palm Beach, FL 33406-1470

CANCELLATION

02/25/2012

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

X WC STATU-TORY LIMITS

E.L. EACH ACCIDENT

E L DISEASE - EA EMPLOYEE \$

E.L. DISEASE - POLICY LIMIT | \$

02/25/2013

AUTHORIZED REPRESENTATIVE

Scott Langevin

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

1,000,000

1,000,000

1,000.000

INSURED'S NAME Boca / Galaxy Aviation

BOCAR-2 OP ID: KS

DATE 3/23/2012

Additional Named Insured Schedule:

Additional Named Insured Schedule:

Aero Sport, Inc. dba Galaxy Aviation of St. Augustine
Aerospace Parls Unlimited, Inc.
Aura Group, Inc.
Aura Jets Holding, Inc.
Aura Jets, LLC dba Aura Jets
Aviation Center, Inc. dba Galaxy Aviation of Stuart
Boca Air Charters, Inc. dba Stargate Charters
Boca Air Charters, Inc. dba Stargate Charters
Boca Air Maintenance, Inc.
Galaxy Aviation Corporation, Inc.
Galaxy Aviation Northeast Florida, Inc.
Galaxy Aviation of Orlando, Inc.

alaxy Aviation of Palm Beach, Inc.
alaxy Aviation of Steamboat-Hayden Holding, LLC
alaxy Aviation of Steamboat-Hayden Management, LLC
alaxy Aviation of Steamboat-Hayden, LLC
alaxy Aviation, Real Estate Services, Inc.
alaxy Aviation, Inc.
alaxy Jet Services, Inc.
reenile Hangars, Inc.
elp Jet, Inc. Freenie Hangars, Inc.
Telp Jet, Inc.
Telp Jet, LLC dba Aura Jets
Telp Jet, LLC dba Aura Jets
Jet Sharing, Inc. and Jet Sharing Aviation, LLC
Socky Aviation, LLC
South Hangar, LTD
The Martin F. Greenberg and Jane F. Greenberg Foundation, Inc.
Tiger Aviation, Inc.
Towne Oaks, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

| PRODUCER AVION INSURANCE AGENCY 1307 S International Parkway Suite 1071 | THIS CERTIFICATION IS ISSUED AS A MATTER OF INFO ONLY AND CONFERS NO RIGHTS UPON THE CER HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXT ALTER THE COVERAGE AFFORDED BY THE POLICIES BE | | | | | |
|---|---|-------|--|--|--|--|
| Lake Mary, FL 32746 | INSURERS AFFORDING COVERAGE | NAIC# | | | | |
| INSURED | INSURER A: American Southern Insurance Company | 10235 | | | | |
| Boca Airport, Inc., Etal,dba | INSURER B: North Point Insurance Company | 35750 | | | | |
| (see following Named Insured list) | INSURER C: Indian Harbor Insurance | 27960 | | | | |
| | INSURER D: Federal Insurance Company | 20281 | | | | |
| | INSURER E: | | | | | |

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR A | | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMIT | s | |
|--------|-------|--|---------------|-------------------------------------|--------------------------------------|---|----|---|
| | | GENERAL LIABILITY | 9957-0073-07 | 12/31/2012 | 12/31/2013 | EACH OCCURRENCE | \$ | 20,000,000 |
| ל ס | X | X COMMERCIAL GENERAL LIABILITY | 9957-0073-07 | | | DAMAGE TO RENTED PREMISES (En occuronce) | \$ | 500,000 |
| and a |] | CLAIMS MADE X OCCUR | | | | MED EXP (Any one person) | \$ | 10,000 |
| | | | | | | PERSONAL & ADV INJURY | S | 20,000,000 |
| | ì | | | | | GENERAL AGGREGATE | \$ | N/A |
| | ľ | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | PRODUCTS - COMPIOP AGG | S | 20,000,000 |
| İ | | POLICY PRO- | | | | Hangarkeepers | s | 20,000,000 |
| Α ; | x | AUTOMOBILE LIABILITY X ANY AUTO | BA 900427 | 03/28/2013 | 03/28/2014 | COMBINED SINGLE LIMIT (Ea accident) | \$ | 1,000,000 |
| | | ALL OWNED AUTOS SCHEDULED AUTOS | | | | BODILY INJURY (Per person) | \$ | Included |
| | | X HIRED AUTOS X NON-OWNED AUTOS | | | | BODILY INJURY (Per accident) | s | Included |
| | | Comp/\$500 Deductible Coll/\$500 Deductible | | | | PROPERTY DAMAGE (Per accident) | s | Included |
| | | GARAGE LIABILITY | | | | AUTO ONLY - EA ACCIDENT | \$ | |
| | | ANY AUTO | | | | OTHER THAN EA ACC AUTO ONLY: AGG | \$ | |
| | i | EXCESS/UMBRELLA LIABILITY | | ; | | EACH OCCURRENCE | s | |
| | | OCCUR CLAIMS MADE | | | | AGGREGATE | S | Market William (Milliam), Milliam (Milliam) |
| 1 | | No. of the second secon | | | | | \$ | |
| | | DEDUCTIBLE RETENTION \$ | | | | | \$ | |
| | | KERS COMPENSATION AND | AWC0600010 | 02/25/2013 | 02/25/2014 | X WC STATU- TORY LIMITS ER | | |
| | | OYERS' LIABILITY PROPRIETOR/PARTNER/EXECUTIVE | A110000010 | | | E.L. EACH ACCIDENT | \$ | 1,000,000 |
| | OFFIC | CER/MEMBER EXCLUDED? | | | | E.L. DISEASE - EA EMPLOYEE | s | 1,000,000 |
| | | , describe under CIAL PROVISIONS below | | | | E.L. DISEASE . POLICY LIMIT | s | 1,000,000 |
| С | OTHE | R ution and Remediation Legal | PEC002347903 | 06/29/2010 | 06/29/2013 | \$5,000,000 each occurrence/annual agg | | ual agg |

Certificate Holder is Included as Additional Insured

CERTIFICATE HOLDER

Palm Beach County Board of Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents c/o Department of Airports 846 Palm Beach International Airport West Palm Beach, FL 33406-1470

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OF TRAULITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRES

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

Additional Named Insured Schedule:

Aero Sport, Inc. dba Galaxy Aviation of St. Augustine Aerospace Parts Unlimited, Inc. Aura Group, Inc. Aura Jets Holding, Inc. Aura Jets, LLC dba Aura Jets Aviation Center, Inc. dba Galaxy Aviation of Stuart Boca Air Brokerage Boca Air Charters, Inc. dba Stargate Charters Boca Air Maintenance, Inc. Boca Airport, Inc. dba Boca Aviation Brett Greenberg d/b/a Galaxy Aviation of Steamboat Hayden Florda Southeastern Development Corporation Florida Northeastern Development Corporation dba Aura Group Flying Acres, LLC Galaxy Acquisition Corporation, Inc. Galaxy Aviation Northeast Florida, Inc. Galaxy Aviation of Orlando, Inc. Galaxy Aviation of Palm Beach, Inc. Galaxy Aviation of Steamboat-Hayden Holding, LLC Galaxy Aviation of Steamboat-Hayden Management, LLC Galaxy Aviation of Steamboat-Hayden, LLC Galaxy Aviation Real Estate Services, Inc. Galaxy Aviation, Inc. Galaxy Jet Services, Inc. Greenie Hangars, Inc. Help Jet, Inc. Help Jet, LLC dba Aura Jets Jet Sharing, Inc. and Jet Sharing Aviation, LLC **Rocky Aviation LLC** South Hangar LTD The Martin F. Greenberg and Jane F. Greenberg Foundation, Inc. Tiger Aviation, Inc. Towne Oaks, Inc.

ACORD 25 (2001/08)



CERTIFICATE OF PROPERTY INSURANCE

DATE (07/2013

| RODUCER Avion Insurance Agency | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATIONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND. EXTEND O | | | | | | | |
|--|--|--|--|--|--|--|--|--|
| 1307 S International Pkwy | ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | | | | | | | |
| Suite 1071 Lake Mary, FL 32746 | COMPANIES AFFORDING COVERAGE | | | | | | | |
| | COMPANY Steadfast Insurance Company A | | | | | | | |
| INSURED Boca Airport, Inc., Etal,dba (see following Named Insured list) | COMPANY Liberty Surplus Insurance Corporation B | | | | | | | |
| | COMPANY Great Lakes Reinsurance (UK) PLC C E - Westchester Surplus Lines Insurance Company | | | | | | | |
| | COMPANY Maxum Indemnity Company D F - Landmark American Insurance Company | | | | | | | |

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.

| CO | | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | | COVERED PROPERTY | | LIMITS |
|----------|-----|------------------------------|----------------|-------------------------------------|-----------------------------------|-------------|-------------------|----|------------|
| Α | × | PROPERTY | CPP 5492083-00 | 05/11/2013 | 05/11/2014 | × | BUILDING | \$ | 36,500,000 |
| | CAL | ISES OF LOSS | | | | × | PERSONAL PROPERTY | s | 1,450,000 |
| В | | BASIC | ESP00357116P | | | × | BUSINESS INCOME | \$ | 8,200,000 |
| C | | BROAD | RK44674A13 | | | | EXTRA EXPENSE | 5 | |
| D | × | SPECIAL | MSP 6022004-01 | | | | BLANKET BUILDING | \$ | |
| Ε | × | EARTHQUAKE | D37406958 001 | | | | BLANKET PERS PROP | \$ | |
| F | × | FLOOD | LHD381874 | | | | BLANKET BLDG & PP | \$ | |
| l | × | WINDSTORM, FIRE, HAIL, SMOKE | | | | | | 5 | |
| | × | EXTENDED COV. & VANDALISM | | | | | | 5 | |
| | | INLAND MARINE | | | | | | S | |
| ı | TYF | E OF POLICY | | i | | | | s | |
| 1 | | | | | | | | \$ | |
| | CAL | ISES OF LOSS | | | | | | S | |
| | | NAMED PERILS | | | | | | \$ | |
| | | OTHER | | | | | | \$ | |
| | | CRIME | | | | | | \$ | |
| l | TYP | E OF POLICY | | | | ace. It was | | \$ | |
| | | | | | | | | \$ | |
| | | BOILER & MACHINERY | | | | | | \$ | |
| <u> </u> | | | | | | | | 5 | |
| | | OTHER | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | 1 | |
| | | | · | | | | | 1 | |

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY

As respects 3800 Southern Boulevard, West Palm Beach, FL 33406 including:

A Terminal \$2,000,000; Fuel Farm \$1,000,000; Hangar 1625 A \$1,850,000; Hangar 1625 B \$1,850,000; Hangar 1625 C \$2,000,000; Hangar 1628\$500,000; Hangar 1629 \$500,000; Hangar G \$2,000,000; Hangar H \$2,000,000

SPECIAL CONDITIONS/OTHER COVERAGES

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents is endorsed as a Loss Payee as required.

CERTIFICATE HOLDER

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents c/o Department of Airports

846 Palm Beach International Airport West Palm Beach, FL 33406-1470

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY
OF ANY KIND-OPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE

ACORD 24 (1/95)

© ACORD CORPORATION 1995

Additional Named Insured Schedule:

Aero Sport, Inc. dba Galaxy Aviation of St. Augustine Aerospace Parts Unlimited, Inc. Aura Group, Inc. Aura Jets Holding, Inc. Aura Jets, LLC dba Aura Jets Aviation Center, Inc. dba Galaxy Aviation of Stuart Boca Air Brokerage Boca Air Charters, Inc. dba Stargate Charters Boca Air Maintenance, Inc. Boca Airport, Inc. dba Boca Aviation Brett Greenberg d/b/a Galaxy Aviation of Steamboat Hayden Florda Southeastern Development Corporation Florida Northeastern Development Corporation dba Aura Group Flying Acres, LLC Galaxy Acquisition Corporation, Inc. Galaxy Aviation Northeast Florida, Inc. Galaxy Aviation of Orlando, Inc. Galaxy Aviation of Palm Beach, Inc. Galaxy Aviation of Steamboat-Hayden Holding, LLC Galaxy Aviation of Steamboat-Hayden Management, LLC Galaxy Aviation of Steamboat-Hayden, LLC Galaxy Aviation Real Estate Services, Inc. Galaxy Aviation, Inc. Galaxy Jet Services, Inc. Greenie Hangars, Inc. Help Jet, Inc. Help Jet, LLC dba Aura Jets Jet Sharing, Inc. and Jet Sharing Aviation, LLC **Rocky Aviation LLC** South Hangar LTD The Martin F. Greenberg and Jane F. Greenberg Foundation, Inc. Tiger Aviation, Inc. Towne Oaks, Inc.

ACORD 25 (2001/08)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

| | URANCE AGENCY rnational Parkway | THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OF ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | | | | | | | |
|------------|------------------------------------|---|-------|--|--|--|--|--|--|
| Lake Mary, | FL 32746 | INSURERS AFFORDING COVERAGE | NAIC# | | | | | | |
| INSURED | | INSURER A: American Southern Insurance Company | 10235 | | | | | | |
| | Boca Airport, Inc., Etal, dba | INSURER B: North Point Insurance Company | 35750 | | | | | | |
| | (see following Named Insured list) | INSURER C: Indian Harbor Insurance | 27960 | | | | | | |
| | | INSURER D: Federal Insurance Company | 20281 | | | | | | |
| | | INSURER E: | | | | | | | |

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR A | ADD'L NSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|--------|---|---|---------------|-------------------------------------|--------------------------------------|--|---|
| D | x | GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY JECT LOC | 9957-0073-07 | 12/31/2012 | 12/31/2013 | EACH OCCURRENCE DAMAGE TO RENTED PREMISES (En occuranco) MED EXP (Any one porson) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Hangarkeepers | \$ 20,000,000 \$ 500,000 \$ 10,000 \$ 20,000,000 \$ N/A \$ 20,000,000 \$ 20,000,000 |
| ۸ | × | AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS | BA 900427 | 03/28/2013 | 03/28/2014 | COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) | s 1,000,000 s Included |
| | | HIRED AUTOS NON-OWNED AUTOS Comp/\$500 Deductible | | | | BODILY INJURY (Per accident) | s Included |
| | | Coll/\$500 Deductible GARAGE LIABILITY ANY AUTO | | | | (Per accident) AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG | \$ \$ \$ |
| | | EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION \$ | | | | EACH OCCURRENCE AGGREGATE | \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ |
| В | | | AWC0600010 | 02/25/2013 | 02/25/2014 | WC STATU: OTH- E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT | |
| | OTHER 06/29/2010 06/29/2013 SE 000 000 coch | | | | | \$5,000,000 each occurre | ence/annual agg |

Certificate Holder is Included as Additional Insured

General Liability Policy - 9957-0073-07 includes On-Premises Auto Legal Liability Limit: \$5,000,000

CERTIFICATE HOLDER

Palm Beach County Board of Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents c/o Department of Airports 846 Palm Beach International Airport West Palm Beach, FL 33406-1470

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR CIPALITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRES

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

Additional Named Insured Schedule:

| Additional Named Insuled Schedule. |
|--|
| Aero Sport, Inc. dba Galaxy Aviation of St. Augustine |
| Aerospace Parts Unlimited, Inc. |
| Aura Group, Inc. |
| Aura Jets Holding, Inc. |
| Aura Jets, LLC dba Aura Jets |
| Aviation Center, Inc. dba Galaxy Aviation of Stuart |
| Boca Air Brokerage |
| Boca Air Charters, Inc. dba Stargate Charters |
| Boca Air Maintenance, Inc. |
| Boca Airport, Inc. dba Boca Aviation |
| Brett Greenberg d/b/a Galaxy Aviation of Steamboat Hayden |
| Florda Southeastern Development Corporation |
| Florida Northeastern Development Corporation dba Aura Group |
| Flying Acres, LLC |
| Galaxy Acquisition Corporation, Inc. |
| Galaxy Aviation Northeast Florida, Inc. |
| Galaxy Aviation of Orlando, Inc. |
| Galaxy Aviation of Palm Beach, Inc. |
| Galaxy Aviation of Steamboat-Hayden Holding, LLC |
| Galaxy Aviation of Steamboat-Hayden Management, LLC |
| Galaxy Aviation of Steamboat-Hayden, LLC |
| Galaxy Aviation Real Estate Services, Inc. |
| Galaxy Aviation, Inc. |
| Galaxy Jet Services, Inc. |
| Greenie Hangars, Inc. |
| Help Jet, Inc. |
| Help Jet, LLC dba Aura Jets |
| Jet Sharing, Inc. and Jet Sharing Aviation, LLC |
| Rocky Aviation LLC |
| South Hangar LTD |
| The Martin F. Greenberg and Jane F. Greenberg Foundation, Inc. |
| Tiger Aviation, Inc. |
| Towne Oaks, Inc. |
| |

ACORD 25 (2001/08)