

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	<u>(\$3,600)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>(\$3,600)</u>	_____	_____	_____	_____
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No X
 Budget Account No: Fund 4100 Department 120 Unit 8452 RSource 4416
 Reporting Category _____

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

The fiscal impact is receipt of license fees in the amount of \$3,600.

C. Departmental Fiscal Review: *[Signature]*

III. REVIEW COMMENTS

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

Susan Neary 3/20/15
 KU AM OFMB
 3/27 3/20

D. J. Jacobson 4/1/15
 Contract Dev and Control
 4-1-15 *[Signature]*

B. Legal Sufficiency:

Anne Deland 4-2-15
 Assistant County Attorney

C. Other Department Review:

 Department Director

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") is made and entered into this 17 day of March, 2015, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as ("County") and Atlantic Aviation - West Palm Beach, LLC, a Delaware limited liability company, 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 identified on the attached Exhibit "A"; and

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

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

ARTICLE 1 BASIC PROVISIONS

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

1.02 Property. The Property, which is the subject of this Agreement, is a portion of the Economy Parking Lot at the Airport as 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 Thursday, February 19, 2015 at 7am a.m. (the "Commencement Date") and expire on Thursday, February 19, 2015 at 6pm p.m. (the "Term") unless terminated earlier as provided for herein.

**ARTICLE 3
LICENSE FEE**

3.01 License Fee/Consideration. Licensee shall pay County for the use and occupancy of the Property a license fee in the amount of Three Thousand Six Hundred Dollars (\$3,600.00) in hand paid by Licensee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

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

4.01 Use of Property. Licensee shall use the Property solely and exclusively for parking of vehicles in connection with Licensee's hosting of an event with the National Business Aviation Association (NBAA) at the Airport. Licensee shall not use, permit or suffer the use of the Property for any other business or purpose whatsoever.

4.02 Improvements. Licensee shall make no improvements, alterations or additions to the Property whatsoever, without the prior written consent of the Department, which may be granted or withheld in the Department's sole and absolute discretion.

4.03 Condition of Property. Licensee accepts the Property in its "As is", "Where is" condition as of the Commencement Date. Licensee further acknowledges that County has not made any warranties or representations of any nature whatsoever regarding the Property including, but not limited to, any warranties or representations relating to the physical condition of the Property or any improvements located therein, or the suitability of the Property or any improvements for the Licensee's intended use. Licensee acknowledges there is no utility service on the Property including, but not limited to, electricity for parking lot lighting.

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

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

4.06 Non-Discrimination.

- A. Non-Discrimination in County Contracts. Licensee warrants and represents to County that all of its employees are treated equally during employment without regard to race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information. Licensee has submitted to County a copy of its non-discrimination policy, which is consistent with the above, as contained in Resolution R-2014-1421, as may be amended, or in the alternative, if Licensee does not have a written non-discrimination policy, it has acknowledged through a signed statement provided to County affirming their non-discrimination policy conforms to R-2014-1421, as may be amended.
- B. Federal Non-Discrimination Covenants.
1. Licensee, for its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:
 - a. In the event facilities are constructed, maintained, or otherwise operated on the Property for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Licensee will maintain and operate such facilities and services in compliance with all requirements imposed by the nondiscrimination acts and regulations listed in the Nondiscrimination Authorities (as hereinafter defined), as may be amended, such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
 - b. No person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of County property, including, but not limited to, the Property.
 - c. In the construction of any improvements on, over, or under the Property and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

- d. Licensee will use the Property in compliance with all other requirements imposed by or pursuant to the Nondiscrimination Authorities.
2. In the event of breach of any of the above nondiscrimination covenants, County shall have the right to terminate this License and to enter, re-enter, and repossess the Property, and hold the same as if this License had never been made or issued.
3. For purposes of this Article, the term "Non-Discrimination Authorities" includes, but is not limited to, the non-discrimination statutes, regulations and authorities listed in Appendix "E" of Appendix "4" of FAA Order 1400.11, Non-discrimination in Federally-Assisted Programs at the Federal Aviation Administration, as may be amended.

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

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

ARTICLE 5 REPAIRS AND MAINTENANCE OF PROPERTY/SECURITY

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

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

ARTICLE 6 INSURANCE

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

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

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

**ARTICLE 10
MISCELLANEOUS**

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

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

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

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

- (a) If to the County at:
Palm Beach County Department of Airports
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:
Atlantic Aviation - West Palm Beach, LLC
c/o Atlantic Aviation FBO Inc.
6652 Pinecrest Drive, Suite 300
Plano, Texas 75024
Fax: ()

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

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

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

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

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

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

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

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

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

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

10.14 Effective Date. This Agreement shall become effective when executed by the parties hereto and approved by the Palm Beach Board of County Commissioners.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

WITNESSES:

Ray Walter
Signature
Ray Walter
Typed or Printed Name

Debra Reese
Signature
Debra Reese
Typed or Printed Name

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

By: Sam Kelly
Director, Department of Airports

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: Anne Delgant
County Attorney

WITNESSES:

Annelle Vereen
Signature
Annelle Vereen
Typed or Printed Name

Todd Smith
Signature
Todd Smith
Typed or Printed Name

LICENSEE:

Atlantic Aviation - West Palm Beach, LLC

By: Louis T. Pepper
Signature
LOUIS T. PEPPER
Typed or Printed Name
Title: MANAGER

(Seal)

**EXHIBIT "A"
THE PROPERTY**

A portion of the "Economy Lot" at the Airport

Note: the Department of Airports (DOA) will coordinate with Licensee prior to the event, which area(s) may be used for parking; such areas may be subject to modification at the discretion of DOA Operations.

NBAA Proposal: Met with event coordinator Pamela Bastian and showed her the Economy parking lot. Their event at Atlantic Aviation on Feb. 19th will need additional parking (approx. 800-1,200).

Propose to offer License Agreement for use of portion of the Economy lot as shown. They would provide staff for parking and bus service to/from the event. One day event.



EXHIBIT "B" **INSURANCE**

Commercial General Liability. Licensee shall maintain Commercial General Liability Insurance at a limit of liability of not less than One Million Dollars (\$1,000,000) 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 One Million Dollars (\$1,000,000) 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.

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 OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/24/2014

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 Marsh (USA) Inc. 4400 Bank One Center 1717 Main Street Dallas, TX 75201 Attn: dallas.certs@marsh.com Fax: 212-948-0519 016772-AXW-14-15 PBI	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		
INSURED Atlantic Aviation FBO Holdings LLC 6652 Pinecrest Dr. Suite 300 Plano, TX 75024	INSURER A: United States Fire Insurance Co.		NAIC # 21113
	INSURER B: N/A		N/A
	INSURER C: Starr Indemnity & Liability Company		38318
	INSURER D: N/A		N/A
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** HOU-002307667-10 **REVISION NUMBER:** 27

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

INSR LTR	TYPE OF INSURANCE	ADDL 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			1337349933	07/03/2014	07/03/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Collision Ded. \$ 1,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			100 0001430 (AOS) 100 0001432 (WI) 100 0001431 (AK, FL)	07/03/2014 07/03/2014 07/03/2014	07/03/2015 07/03/2015 07/03/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Excluding Tarmac Exposure (applies to Auto exposure)

CERTIFICATE HOLDER Palm Beach County C/O Insurance Tracking Services, Inc. (ITS) P.O. Box 20270 Long Beach, CA 90801	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 of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh (USA) Inc.		NAMED INSURED Atlantic Aviation FBO Holdings LLC 6652 Pinecrest Dr. Suite 300 Plano, TX 75024	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

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

NAMED INSURED INCLUDES:

Atlantic Aviation FBO Holdings LLC and any affiliated, owned, controlled, managed or subsidiary companies (including subsidiaries of subsidiaries) or entities now in existence or hereafter formed or acquired, either jointly or severally, Atlantic Aviation FBO Inc., AAC Subsidiary, LLC, ACM Property Services, LLC, Ascend Dvpt II, LLC, Atlantic Aviation Albuquerque, Inc., Atlantic Aviation Corporation, Atlantic Aviation Flight Support, Inc., Atlantic Aviation Holding Corporation, Atlantic Aviation Investors, Inc., Atlantic Aviation of Santa Monica, LP, Atlantic Aviation Oklahoma City Inc., Atlantic Aviation Oregon FBO, Inc., Atlantic Aviation Oregon Inc., Atlantic Aviation Philadelphia, Inc., Atlantic Aviation-Steamboat Hayden, LLC, Atlantic Aviation Stewart LLC, Atlantic SMO GP LLC, Atlantic SMO Holdings LLC, Aviation Contract Services, Inc., BASI Holdings, LLC, Brainard Airport Services, Inc., Bridgeport Airport Services, Inc., Charter Oak Aviation, Inc., COAI Holdings, LLC, Corporate Wings-CGF, LLC, Corporate Wings-Hopkins, LLC, Eagle Aviation Resources, Ltd. ("EARL"), Executive Air Support, Inc., FLI Subsidiary, LLC, Flightways of Long Island, Inc., General Aviation Holdings, LLC, General Aviation of New Orleans, L.L.C., General Aviation, LLC, Atlantic Aviation - Kansas City, LLC, ILG Avcenter Inc., Jet Center Property Services, LLC, JetSouth LLC, MAC Acquisitions LLC, Macquarie Airports North America Inc. ("MANA"), Macquarie Aviation North America 2 Inc. ("MAVNA2"), Macquarie Aviation North America Inc. ("MAVNA"), Mercury Air Center -Johns Island, LLC, Mercury Air Center-Addison, Inc., Mercury Air Center-Bakersfield, Inc., Mercury Air Center-Birmingham, LLC, Mercury Air Center-Burbank, Inc., Mercury Air Center -Charleston, LLC, Mercury Air Center-Corpus Christi, Inc., Mercury Air Center-Ft. Wayne, LLC, Mercury Air Center-Jackson, LLC, Mercury Air Center-Los Angeles, Inc., Mercury Air Center-Nashville, LLC, Mercury Air Center-Newport News, LLC, Mercury Air Center-Peachtree-Dekalb, LLC, Mercury Air Center-Reno, LLC, Mercury Air Centers, Inc., Mercury Air Center-Santa Barbara, Inc., Mercury Air Center-Tulsa, LLC, MKC Aviation Fuel, LLC, Newport FBO Two LLC, Palm Springs FBO Two LLC, ProAir Aviation Maintenance, LLC, Rifle Air, LLC, Rifle Jet Center Maintenance, LLC, Rifle Jet Center, LLC, SB Aviation Group, Inc., SBN, Inc., Sierra Aviation, Inc., SJ JC Airlines Services, LLC, SJ JC Aviation Services, LLC, SJJC FBO Services, LLC, Sun Valley Aviation, Inc., Trajen FBO, LLC, Trajen Flight Support, LP, Trajen Funding, Inc., Trajen Holdings, Inc., Trajen Limited, LLC, Waukesha Flying Services, Inc., Atlantic Aviation Florida Inc., AA Charter Brokerage LLC, Atlantic Aviation - Orlando LLC, Atlantic Aviation - Stuart LLC, Atlantic Aviation - Boca Raton LLC, Atlantic Aviation - St. Augustine LLC, Atlantic Aviation - West Palm Beach LLC



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA, Inc.		NAMED INSURED ATLANTIC AVIATION FBO HOLDINGS LLC 6652 PINECREST DR. SUITE 300 PLANO, TX 75024	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

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

Automobile Liability
 Policy Covers
 ON AIRPORT AUTOS - : Y
 RESTRICTED AREAS ONLY : Y
 Policy Details
 Insr Ltr: F (Underwriters At Lloyd's, London)
 Policy Number: AB015414
 Eff. Dt. 07/03/2014 Exp. Dt. 07/03/2015

NAMED INSURED INCLUDES:

Atlantic Aviation FBO Holdings LLC and any affiliated, owned, controlled, managed or subsidiary companies (including subsidiaries of subsidiaries) or entities now in existence or hereafter formed or acquired, either jointly or severally, Atlantic Aviation FBO Inc., AAC Subsidiary, LLC, ACM Property Services, LLC, Ascend Dvpt II, LLC, Atlantic Aviation Albuquerque, Inc., Atlantic Aviation Corporation, Atlantic Aviation Flight Support, Inc., Atlantic Aviation Holding Corporation, Atlantic Aviation Investors, Inc., Atlantic Aviation of Santa Monica, LP, Atlantic Aviation Oklahoma City Inc., Atlantic Aviation Oregon FBO, Inc., Atlantic Aviation Oregon Inc., Atlantic Aviation Philadelphia, Inc., Atlantic Aviation-Steamboat Hayden, LLC, Atlantic Aviation Stewart LLC, Atlantic SMO GP LLC, Atlantic SMO Holdings LLC, Aviation Contract Services, Inc., BASI Holdings, LLC, Brainard Airport Services, Inc., Bridgeport Airport Services, Inc., Charter Oak Aviation, Inc., COAI Holdings, LLC, Corporate Wings-CGF, LLC, Corporate Wings-Hopkins, LLC, Eagle Aviation Resources, Ltd. ("EARL"), Executive Air Support, Inc., FLI Subsidiary, LLC, Flightways of Long Island, Inc., General Aviation Holdings, LLC, General Aviation of New Orleans, L.L.C., General Aviation, LLC, Atlantic Aviation - Kansas City, LLC, ILG Avcenter Inc., Jet Center Property Services, LLC, JetSouth LLC, MAC Acquisitions LLC, Macquarie Airports North America Inc. ("MANA"), Macquarie Aviation North America 2 Inc. ("MAVNA2"), Macquarie Aviation North America Inc. ("MAVNA"), Mercury Air Center -Johns Island, LLC, Mercury Air Center-Addison, Inc., Mercury Air Center-Bakersfield, Inc., Mercury Air Center-Birmingham, LLC, Mercury Air Center-Burbank, Inc., Mercury Air Center -Charleston, LLC, Mercury Air Center-Corpus Christi, Inc., Mercury Air Center-Ft. Wayne, LLC, Mercury Air Center-Jackson, LLC, Mercury Air Center-Los Angeles, Inc., Mercury Air Center-Nashville, LLC, Mercury Air Center-Newport News, LLC, Mercury Air Center-Peachtree-Dekalb, LLC, Mercury Air Center-Reno, LLC, Mercury Air Centers, Inc., Mercury Air Center-Santa Barbara, Inc., Mercury Air Center-Tulsa, LLC, MKC Aviation Fuel, LLC, Newport FBO Two LLC, Palm Springs FBO Two LLC, ProAir Aviation Maintenance, LLC, Rifle Air, LLC, Rifle Jet Center Maintenance, LLC, Rifle Jet Center, LLC, SB Aviation Group, Inc., SBN, Inc., Sierra Aviation, Inc., SJ JC Airlines Services, LLC, SJ JC Aviation Services, LLC, SJC FBO Services, LLC, Sun Valley Aviation, Inc., Trajen FBO, LLC, Trajen Flight Support, LP, Trajen Funding, Inc., Trajen Holdings, Inc., Trajen Limited, LLC, Waukesha Flying Services, Inc., Atlantic Aviation Florida Inc., AA Charter Brokerage LLC, Atlantic Aviation - Orlando LLC, Atlantic Aviation - Stuart LLC, Atlantic Aviation - Boca Raton LLC, Atlantic Aviation - St. Augustine LLC, Atlantic Aviation - West Palm Beach LLC

AS RESPECTS ALL COVERAGES:
 IN THE EVENT THE POLICY IS CANCELLED BY THE COMPANY THIRTY (30) DAYS NOTICE, (TEN (10) DAYS IF FOR NON-PAYMENT OF PREMIUM) WILL BE SENT TO THE FOLLOWING: CERTIFICATE HOLDERS AS REPORTED AND APPROVED BY THE COMPANY.

AS RESPECTS FBO OPERATIONS:
 APPLICABLE TO ALL AIRCRAFT PROPERTY DAMAGE CLAIMS MADE UNDER THIS POLICY. HOWEVER, THIS DEDUCTIBLE DOES NOT APPLY TO CLAIMS MADE UNDER THE PRODUCTS AND COMPLETED OPERATIONS HAZARD.

\$50,000 EACH OCCURRENCE, PASSENGER BAGGAGE: \$500 EACH OCCURRENCE, CARGO: \$1,000 EACH OCCURRENCE

AFFIDAVIT OF LIMITED LIABILITY COMPANY

STATE OF TEXAS

COUNTY OF COLLIN

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

1. The undersigned is the Manager of Atlantic Aviation-^{WEST Palm Beach} ~~Orlando Executive~~ LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Company").

2. Articles of Organization of the Company have been filed, and are on-file with; the Delaware Secretary of State and such articles are incorporated herein by reference.

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

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

5. The undersigned is the sole managing member of the Company or has been authorized by majority vote of the managing members to act on behalf of the Company and legally bind the Company and execute contracts and other instruments relating to the transaction of business of the Company.

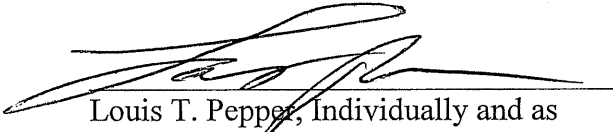
6. The undersigned has the right and authority to enter into that certain ~~Consent to Assignment of Lease~~ ^{License Agreement} between Palm Beach County, a political subdivision of the State of Florida and the Company (the "Agreement"), which is incorporated herein by reference and made a part hereof,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

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

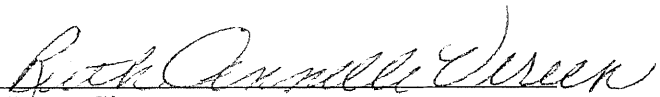
8. The transactions contemplated herein will not violate any of the terms and conditions of the Company's member agreement, operating agreement certificate of organization or of any other agreement and amendments thereto of whatever kind between the Company and any third person.

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

FURTHER AFFIANT SAYETH NAUGHT,


Louis T. Pepper, Individually and as
Manager

SWORN TO AND SUBSCRIBED before me on this 12th day of February, 2015,
by Louis T. Pepper, Manager of Atlantic Aviation-Executive Orlando, LLC on behalf of
the Company who is personally known to me and who did take an oath.


Notary Signature

Ruth Annelle Vereen
NOTARY PUBLIC

State of Texas at large

My Commission Expires:

March 1, 2016

