

Summary of Certificates

This report displays detailed Certificate of Insurance information for a selected Insured. Any items shown in red are deficient.

Thursday, October 18, 2018

- Simple View
- Certificate Images
- Documents

Insured: PBI Post Distr. LLC Insured ID: PBI-PO-17-01

Status: Compliant

ITS Account Number: PLC2920

Project(s): Palm Beach County - Airport Properties - (Active)

Insurance Policy	Required	Provided	Override
<u>General Liability</u>			
Expiration: 11/27/2018			
General Aggregate:	\$2,000,000	\$2,000,000	
Products - Completed Operations Aggregate:	\$2,000,000	\$2,000,000	
Personal And Advertising Injury:	\$1,000,000	\$1,000,000	
Each Occurrence:	\$1,000,000	\$1,000,000	
Fire Damage:	\$0	\$0	
Medical Expense:	\$0	\$0	

Notifications

There were no deficiency letters issued.

Do you have an updated Certificate? Click the button below to submit a Certificate.

Certificate Submittal

AFFIDAVIT OF LIMITED LIABILITY COMPANY

STATE OF NEW YORK

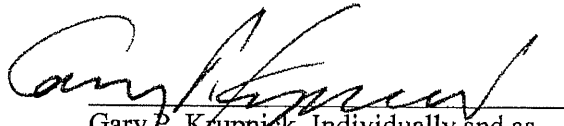
COUNTY OF SUFFOLK

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

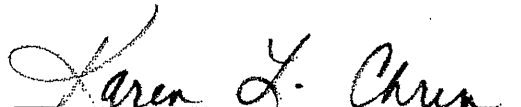
1. The undersigned is the Manager of PBI Post Distr. LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Company").
2. The Certificate of formation of the Company has been filed in Delaware, and such Certificate is incorporated herein by reference. The Company has registered with the Florida Department of State to transact business in Florida.
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 and is authorized 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 Memorandum of Lease 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,


Gary P. Krupnick, Individually and as
Manager

SWORN TO AND SUBSCRIBED before me on this 1st day of October,
20 18, by Gary P. Krupnick, Manager of PBI Post Distr. LLC on behalf of the Company
who is personally known to me OR who produced _____
as identification and who did take an oath.


Notary Signature

Karen L. Chrin
Print Notary Name

NOTARY PUBLIC
State of New York at large

My Commission Expires:

January 11, 2022

KAREN L. CHRIN
Notary Public, State of New York
No. 01CH6215932
Qualified in Suffolk County
Commission Expires January 11, 2022

Prepared by and return to:
Christine Konefal
Kurzman Eisenberg Corbin & Lever, LLP
1 North Broadway
White Plains, New York 10601
ckonefal@kelaw.com

MEMORANDUM OF LEASE

This Memorandum of Lease is made and entered into this 17th day of October, 2018, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida (the "Lessor") and PBI POST DISTR. LLC, a Delaware limited liability Company (the "Lessee").

A. Lessor and Lessee entered into that certain Development Site Lease Agreement dated as of December 19, 2017 (the "Lease"). The Lease is for the real property more particularly described in Exhibit "A", attached hereto and made a part hereof (the "Premises").

B. Lessor and Lessee wish to place of record notice of certain terms of the Lease, as set forth below.

Memorandum

1. The term of the Lease shall commence on the earlier of: (a) substantial completion of the Initial Leasehold Improvements as defined in Section 6.01(A) of the Lease; (b) the date Lessee commences using the Premises (or any part thereof) for the conduct of its business (other than construction); or (c) twenty four (24) months from the Effective Date (or such later date agreed to by Lessor pursuant to Section 6.01(A) of the Lease) ("Date of Beneficial Occupancy") and expire thirty (30) years thereafter, unless sooner terminated pursuant to the terms of the Lease ("Term"). Under the Lease, Tenant has an option to extend the Lease Term for two (2) additional periods of ten (10) years each under certain terms and conditions specified in the Lease.

2. This Memorandum is being recorded for the purpose of placing the public on notice as to the specific provisions, terms, covenants and conditions of the Lease, and nothing herein contained is intended to or does change, modify or affect any of the terms or provisions of the Lease or the rights, duties, obligations, easements and covenants running with the land created thereby, all of which remain in full force and effect.

3. In the event of any termination of the Lease, Lessee hereby authorizes and directs Lessor to record a notice of such termination and a cancellation of this Memorandum.

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

Jamie Green
Signature

Jamie Green
Typed or Printed Name

[Signature]
Signature

Charles Asaro
Typed or Printed Name

LESSEE:
PBI POST DISTR. LLC,
A Delaware Limited Liability Company

[Signature]
Signature

Gary P. Krupnick
Print Name

Managing member
Title

(Seal)

STATE OF New York)
COUNTY OF Suffolk) ss:

The foregoing instrument was acknowledged before me this 1st day of October, 2018, by Gary P. Krupnick the Managing member of PBI POST DISTR. LLC, a Delaware Limited Liability Company, on behalf of the company, who is personally known to me OR has produced a driver's license as identification and who did take an oath.

[Signature]
Signature of Notary Public

Karen L. Chrin
Printed Name of Notary Public

My commission expires:

(Seal)

KAREN L. CHRIN
Notary Public, State of New York
No. 01CH6215932
Qualified in Suffolk County
Commission Expires January 11, 2022

EXHIBIT "A"
(Legal Description of the "Premises")

A PARCEL OF LAND LYING WITHIN PALM BEACH INTERNATIONAL AIRPORT PROPERTY BEING A PORTION OF PARCEL RFS-1 AS SHOWN ON THE AFFIDAVIT OF PLAT WAIVER RECORDED IN OFFICIAL RECORD BOOK 29411, PAGE 432, SITUATED IN SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL RFS-1 AS SHOWN ON SAID AFFIDAVIT OF PLAT WAIVER RECORDED IN OFFICIAL RECORD BOOK 29411, PAGE 432; THENCE SOUTH 88°42'39" EAST ALONG THE NORTH LINE OF SAID PARCEL RFS-1 ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF WALLIS ROAD AS RECORDED IN PLAT BOOK 24, PAGE 168 AND OFFICIAL RECORD BOOK 28461, PAGE 659 OF SAID PUBLIC RECORDS, A DISTANCE OF 579.15 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE SOUTH 88°42'39" EAST ALONG SAID LINE, A DISTANCE OF 520.07 FEET; THENCE SOUTH 01°24'22" WEST, A DISTANCE OF 627.99 FEET TO THE SOUTH LINE OF SAID PARCEL RFS-1; THENCE NORTH 88°44'35" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 520.07 FEET TO A WEST LINE OF SAID PARCEL RFS-1; THENCE NORTH 01°24'22" EAST ALONG SAID WEST LINE AND ITS NORTHERLY PROLONGATION, A DISTANCE OF 628.28 FEET TO SAID NORTH LINE OF PARCEL RFS-1 AND SAID SOUTH RIGHT-OF-WAY LINE OF WALLIS ROAD AND THE POINT OF BEGINNING.

THE PROPERTY CONTAINS 326,697 SQUARE FEET OR 7.499 ACRES MORE OR LESS.