Agenda Item: 3F1

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date:	February 11, 2020	[X]	Consent Workshop	[] Regular [] Public Hearing		
-	Department of Airports					
	I. EXECUT	IVE BRII	<u>======</u>			
to Fixed Base (Delaware corpo lease commenc	e: Staff recommends motion Operator Lease Agreement varion (Gulfstream) (R-2017-0 ement date from December 3 adline to provide airfield access	vith Gulf (281) (Le 1, 2019,	stream Produc ease), providing to May 31, 202	t Support Corporation, a g for an extension to the		
maintenance, redelays in constextension of the Extension of the but will not modiprovides that the provide airfield expansion of Gagreed to lease December 31, 2 access to December 21, 2 access to December 31, 3 access to	fetream is constructing building pair and operation facility at the ruction, including impacts from the lease commencement date will delay the total rental to be paid to the County would seek grant fur access to approximately 5.77 fulfstream's leasehold; however the additional property if ail 021. The Amendment provides the additional property if ail 021. The Amendment provides the additional property if ail 021. The Amendment provides the additional property if ail 021. The Amendment provides the additional property if ail 021.	e Palm E om Hurric e from D ay collect he Coun Inding fo '± acres er, the f rfield acces	Beach Internation cane Dorian, (December 31, December 31,	onal Airport (PBI). Due to Gulfstream requested an 2019, to May 31, 2020. Tapproximately 5 months, of the Lease. The Lease ion of the E-3½ Canal to diground to the west, for een delayed. Gulfstream e available on or before leadline to provide airfield		
Background and Justification: The County entered into the Lease with Jet Aviation Associates, Ltd. (Jet), a Florida Limited Partnership, on March 14, 2017. On October 16, 2018, Jet assigned the Lease to Gulfstream, an affiliate of Jet, in accordance with the requirements of the Lease.						
Attachments:	Amendment (3)					
Recommended	By: Zw Sauge Department I	Director	be	1 - 14 - 2-0 Date		
Approved By:		nistrato		1/2/1037		

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fisc	cal Impact:				
Fiscal Years	<u>2020</u>	<u>2021</u>	<u>2022</u>	2023	2024
Capital Expenditures Operating Costs Operating Revenues Program Income (County) In-Kind Match (County)	\$208,349				
NET FISCAL IMPACT # ADDITIONAL FTE POSITIONS (Cumulative)	\$208,349				
Is Item Included in Current Bu Does this item include the us					
Budget Account No: Fund	<u>4100</u> Depa	rtment <u>120</u>	Unit <u>84</u>	<u> 151</u> RSource <u>-</u>	4416
 B. Recommended Sources of This Amendment shifts the rand termination at the end of whole. Fiscal year 2020 pays C. Departmental Fiscal Revie 	rental payment f the Lease; the ments will be s	t schedule by rer efore there	5 months, is no fiscal than origin	impact for the lally anticipated.	_ease as a
	III. REVIEW	COMMENTS	<u>s</u>		
A. OFMB Fiscal and/or Contra	act Developm	ent and Cor	itrol Comm	ents:	
Sylva OFMB	0 DM 1/16		Contra	t Dev/and Co	ntrol 02/202
B. Legal Sufficiency:					
Assistant County Attorney	23/20				
C. Other Department Review:	;				
Department Director					
REVISED 11/17					

G:\AGENDA ITEMS\2020 Final Agenda Items\2-11-20\Gulfstream 2nd Amend - approve.docx

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

CERTIFICATE

(Corporation)

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

1. That <u>Ira P. Berman</u> is the Secretary of <u>Gulfstream Product Support Corporation</u>, a corporation organized and existing in good standing under the laws of the State of <u>Delaware</u>, 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 <u>10th</u> day of January, 2020, in accordance with the laws of the State of <u>Delaware</u>, the Articles of Incorporation and the By-laws of the Corporation:

RESOLVED, that the Corporation shall enter into that certain <u>Second Amendment to Fixed Base Operator Lease Agreement</u> 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 <u>James P. Whalen</u>, the <u>Assistant Secretary</u> 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 10th day of January, 2020

[Signature]

Ira P. Berman, Secretary
Gulfstream Product Support Corporation

Seal



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/10/2020

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). Nick Schuver PHONE
(A/C, No, Ext): 404 240 6056
E-MAIL
ADDRESS: nick,schuver@aon.com
PRODUCER
CUSTOMER ID #: Aon Risk Services South, Inc. 3565 Piedmont Rd. NE. Suite 700 Atlanta, GA 30305 INSURER(S) AFFORDING COVERAGE INSURED 37532 INSURER A: Great American E & S Insurance Company Gulfstream Product Support Corporation INSURER B: 500 Gulfstream Rd. INSURER C: Savannah, GA 31408 INSURER D: INSURER E : INSURER F: COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE

ADDLISUBR INST WVD POLICY NUMBER

MM/DD/YYYY)

CENTERAL LARBURY

CENTERAL LARBURY

LIMITS GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER:
POLICY PROPOLICY LOC PRODUCTS - COMP/OP AGG COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY \$ ANY AUTO BODILY INJURY (Per person) ALL OWNED AUTOS BODILY INJURY (Per accident) SCHEDULED AUTOS PROPERTY DAMAGE HIRED AUTOS NON-OWNED AUTOS \$ UMBRELLA LIAB OCCUR EACH OCCURRENCE \$ EXCESS LIAB CLAIMS-MADE AGGREGATE \$ DEDUCTIBLE RETENTION WC STATU-TORY LIMITS WORKERS COMPENSATION AND EMPLOYERS' LIABILITY EXECUTIVE Y/N E.L. EACH ACCIDENT BER EXCLUDED? E.L. DISEASE - EA EMPLOYEE (Mandatory in NH) If yes, describe unde E.L. DISEASE - POLICY LIMIT
Each pollution incident SPECIAL PROVISIONS below Contractors Pollution Liability - Project policy CSP E379437 00 11/26/2018 05/26/2020 Υ Policy aggregate DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Sche e, if m Coverage provided for all construction services performed pursuant to the design-build construction agreement between Gulfstream Product Support Corporation and Gray Construction, Inc. dated 12/3/18 at the site identified as PBIA Golfview Jet Aviation Lease Parcel "B" (W-5) at Green St. and N. Military Trail, Palm Beach International Airport. Jet Aviation International, Inc. is a named insured on the policy. Cert Holder is an additional insured with a waiver of subrogation CANCELLATION **CERTIFICATE HOLDER** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Palm Beach County Board of County commissioners c/o Palm Beach County Department of Airports 846 Palm Beach International Airport AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/09)

West Palm Beach

The ACORD name and logo are registered marks of ACORD

herta Sa

© 4988- 2009 ACORD CORPORATION. All rights reserved.

33406

FL



PRODUCER

INSURED

Aon Risk Services Northeast, Inc.

New York, NY 10006

One Liberty Plaza, 165 Broadway, Suite 3201

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/16/2019

NAIC#

FAX (A/C, No):

© 1988-2015 ACORD CORPORATION. All rights reserved.

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 have ADDITIONAL INSURED provisions or 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).

RODUCER

Aon Risk Services Northeast, Inc.

One Liberty Plaza, 165 Broadway, Suite 3201

Law York, NY, 40006

INSURER(S) AFFORDING COVERAGE
INSURER A: See Attached Security Page

				INSURER B:			
Gulfstream Aerospace Corporation and			d any Gulfstream	INSURER C:			
Affiliate Company			INSURER D:				
500 Gulfstream Road			INSURER E:				
Savannah, GA 31	1407			INSURER F:			
COVERAGES	CER	TIFICAT	E NUMBER:			REVISION NUMBER:	
THIS IS TO CERTIFY THAT TH INDICATED. NOTWITHSTANDI CERTIFICATE MAY BE ISSUED EXCLUSIONS AND CONDITIONS	E POLICIES NG ANY RE O OR MAY F S OF SUCH F	OF INSU QUIREMI PERTAIN, POLICIES	RANCE LISTED BELOW HA ENT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF ANY CONTR DED BY THE POI BEEN REDUCED	ACT OR OTHEF ICIES DESCRIB BY PAID CLAIM	RED NAMED ABOVE FOR R R DOCUMENT WITH RESPI ED HEREIN IS SUBJECT T S.	ECT TO WHICH THIS
INSR LTR TYPE OF INSURANCE		ADDL SUBI	POLICY NUMBER	POLICY E (MM/DD/Y)	FF POLICY EXP YY) (MM/DD/YYYY	LIMIT	rs
COMMERCIAL GENERAL LIA						EACH OCCURRENCE	\$
CLAIMS-MADE C	CCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
GEN'L AGGREGATE LIMIT APPLIE	C DED.					GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
	LOC					PRODUCTS - COMPTOP AGG	\$
OTHER:						COMBINED SINGLE LIMIT (Ea accident)	\$
AUTOMOBILE LIABILITY							*
ANY AUTO OWNED SCHE	DULED					BODILY INJURY (Per person)	\$
AUTOS ONLY AUTO	OS OWNED					BODILY INJURY (Per accident)	\$
HIRED NON-AUTOS ONLY AUTOS	OS ONLY					PROPERTY DAMAGE (Per accident)	\$
							\$
UMBRELLA LIAB O	CCUR					EACH OCCURRENCE	\$
EXCESS LIAB C	LAIMS-MADE					AGGREGATE	\$
DED RETENTION\$							\$
WORKERS COMPENSATION				n		PER OTH- STATUTE ER	
AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECT	UTIVE Y/N					E.L. EACH ACCIDENT	\$
ANY PROPRIETOR/PARTNER/EXECT OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. DISEASE - EA EMPLOYEE	
If yes, describe under DESCRIPTION OF OPERATIONS be			·			E.L. DISEASE - POLICY LIMIT	\$
DESCRIPTION OF OPERATIONS BE	PIOW					E.L. DISEASE - POLICY LIMIT	4
A See Below for Type of Insur	rance:		See Attached Security Pa	age 11/01/20	19 11/01/2020	See Below for Limits	
DESCRIPTION OF OPERATIONS / LOCAT	IONS / VEHICL	ES (ACOR	D 101, Additional Remarks Schedu	le, may be attached i	more space is requ	ired)	
Aviation General Liability includir							iability,Personal
Injury							
Limits of Liability: \$10,000,000 c				lamage per occu	rence and in the	e aggregate. Hangarkeepe	ers Liability
\$10,000,000 per aircraft and \$20	,000,000 pe	er occurre	ence/annual aggregate.				
See attached for special provisions							
				01110=:::=			
CERTIFICATE HOLDER				CANCELLATI	אכ		
Palm Beach County Board of County Commissioners				THE EXPIRA	TION DATE TH	DESCRIBED POLICIES BE OF HEREOF, NOTICE WILL CY PROVISIONS.	
c/o Palm Beach Co			Airports	AUTHORIZED REPRESENTATIVE			
846 Palm Beach Ir	nternational	Airport					
West Palm Beach,	FL 33406-	1470		Aon Risk Services Northeast, Inc.			

ACORD 25 (2016/03)

			LOC#: _			
ACORD®	ADDITIONA	L REMA	RKS SCHE	DULE	Page	of
AGENCY			NAMED INSURED			
Aon Risk Services Northeast, I	nc.		Gulfstream Aerospa	ce and any Gulfstream Affiliate C	Company	
POLICY NUMBER			500 Gulfstream Road	d		
See Attached Security Page			Savannah, GA 3140	7		
CARRIER		NAIC CODE				
See Attached Security Page			EFFECTIVE DATE:	11/01/2019		
ADDITIONAL REMARKS						
1	FORM IS A SCHEDULE TO ACC	ORD FORM,				
FORM NUMBER:	FORM TITLE:					
SPECIAL PROVISIONS:						
	ly in connection with FBO Agreement and Assumption of Lease to Guliws:					usions,
Department of Airports, 846 Pa operations of the Named Insure	County Commissioners, a Political Salm Beach International Airport, We ed under the terms of the above med, sold, handled or distributed by	st Palm Beach entioned agree	n, Florida 33406 are inc ments. This provision	cluded as Additional Insureds wit	th respect to the	9
The above insurance shall be p	primary and non-contributory to any	/ coverage car	ried by Certificate Hold	er as per the terms of above ag	reements	
corporation, person, organization Insured, or by or in favor of any manner, as though a separate	corporation, person, organization, on, firm or entity either as respects or employee of such other Insured. I policy had been issued to each; bu amounts for which the Insurer woul	any claim, der The policies sh It nothing herei	mand, suit, or judgmen all protect each corpor n shall operate to incre	t made, brought or recovered, by ation, person, organization, firm ease the Insurers liability as set	y or in favor of a or entity in the s forth elsewhere	any other same
period in such manner as to aff (10) with respect to non-payme	ontract of insurance be cancelled, a fect this document, we the undersig ent of premium or such lesser period undersigned or upon the Underwri	ned, will ende ds as customa	avor to provide 30 day	s written Notice to the holder of	this document (1	ten days
			•			
						-

AGENCY CUSTOMER ID:

ACORD 101 (2008/01)

© 2008 ACORD CORPORATION. All rights reserved.

JET AVIATION INTERNATIONAL ADDITIONAL INSURED – DESIGNATED ORGANIZATION

It is agreed that with respect to the operations of Jet Aviation International in the United States, SECTION II – WHO IS AN INSURED is amended to include as insureds the organizations shown in the Schedule below under Coverage A with respect to your *aviation operations*.

SCHEDULE

Teterboro Airport, Teterboro, NJ

Macquarie Airports North America

Port Authority of New York & New Jersey

Massachusetts Port Authority Civil Air Terminal

Hanascom Field, Bedford, MA

St. Louis Downtown Airport, Cahokia, IL

Palm Beach Board of County Commissioners

Palm Beach International Airport, West Palm Beach, FL

City of Houston, P.O. Box 60106, Houston, TX 77205-0106

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

This endorsement is effective: November 1, 2019

Attached to and forming part of AVIATION GENERAL LIABILITY INSURANCE FORM GD-19L of policy number 281702L/19 of the Company

Issued to: GENERAL DYNAMICS CORPORATION, ET AL.

GLOBAL AEROSPACE, INC.

BY: Dutt D. Plan

Endorsement No. 21



AC	GENCY CUSTOMER ID:		
_	LOC #:		
ACORD® ADDITIONAL REM	MARKS SCHEDULE	Page	of
AGENCY	NAMED INSURED		
Aon Risk Services Northeast, Inc.	Gulfstream Aerospace Corporation and any Gu	ılfstream Affiliate Coı	poration
POLICY NUMBER	500 Oulfatra and David		
See Below CARRIER NAIC CODI	500 Gulfstream Road Savannah, GA 31407		
See Below	EFFECTIVE DATE: 11/01/2019		
ADDITIONAL REMARKS	· · · · · · · · · · · · · · · · · · ·		
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FOR	М,		
FORM NUMBER: FORM TITLE:			
Gulfstream Aeros Policy Se	pace Corporation ecurity List		
Policy Period: November 1, 20	19 to November 1, 2020		
Insurer:	Policy Number:		
Global Aerospace Inc.	281702H/L19		
AIG Aviation	PL0533935-26		
Lloyds of London and Various Insurance Companies through Aon Limited	AVLON1902060		
XL Specialty Insurance Company	UA00015773AV19A		
Allianz Global Risks U.S. Insurance Company	A1PR000196219AM		
Starr Surplus Lines Insurance Company	SASLAMR63616319-08		
Old Republic Insurance Company	MP 000309-01		
The above subscribing Insurers' obligations under contracts of insurance to their individual subscriptions. The subscribing Insurers are not responsible to part of its obligation.	which they subscribe are several and not joint and are for the subscription of any co-insuring Insurer who for	e limited solely to the any reason does no	extent of t satisfy all

ACORD 101 (2008/01)

© 2008 ACORD CORPORATION. All rights reserved.



DATE(MM/DD/YYYY)

CERTIFICATE OF LIABILITY INSURANCE

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(les) 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).

PHODUCER				NAME:							
Aon Risk Services, Inc. of Washington				PHONE (A/C. No. Ext): (202) 223-0673 FAX (A/C. No.): (202) 331-8409							
1120 20th Street N.W., #600						ADDRE:	5S:			-	
Wa	shi	ngton DC 20036				PRODUC	ER ID #. 100	000136	***************************************		
						555,58		URER(S) AFFO	RDING COVERAGE		NAIC #
INSURED						A: Natio			pany of Pittsburgh, PA (AIG)		19445
Gul	fstre	eam Aerospace				B: New	Hampshire Ins	urance Compan	y (AIG)		23841
500	C-1	Cutura D 4				H: Ame	rican Home As	surance Compa	nv		19380
		lfstream Road ah, Georgia 31408				II. Allic	itean Home As	surance Compa	iiy		19300
		States				G: Innu	ones Company	of the State of	D A		19429
			TIEIC	ATE	NUMBER: CERT054		ance company		EVISION NUMBER:		17447
		S TO CERTIEV THAT THE POLICIES	OF	MISID	ANCE LISTED BELOW L	JAVE BEE	N ISSUED TO	TUE INGLID	EVISION NUMBER:	E POL	ICY BERIOD
IN	DIC/	S TO CERTIFY THAT THE POLICIES ATED. NOTWITHSTANDING ANY RE FICATE MAY BE ISSUED OR MAY	QUIR	EME	NT. TERM OR CONDITIO	N OF ANY	CONTRACT	OR OTHER	DOCUMENT WITH RESPEC	T TO V	VHICH THIS
CE	RT	FICATE MAY BE ISSUED OR MAY	PERT	AIN, T	THE INSURANCE AFFOR	RDED BY	THE POLICIE	S DESCRIBE	D HEREIN IS SUBJECT TO) ALL T	HE TERMS,
	CLL	JSIONS AND CONDITIONS OF SUCH				AVE BEEN	POLICY EFF	POLICY EXP	MS. Limits sh	own are	as requested
insr Ltr		TYPE OF INSURANCE	INSR	SUBR WVD	POLICY NUMBER		(MM/DD/YYYY)	(MM/DD/YYYY)		-	
	GEN	IERAL LIABILITY	}	1				1	EACH OCCURRENCE DAMAGE TO RENTED	\$	
	L	COMMERCIAL GENERAL LIABILITY				l			PREMISES (Ea documence)	\$	
		CLAIMS-MADE OCCUR							MED EXP (Any one person)		
		1							PERSONAL & ADV INJURY	\$	
		SIR							GENERAL AGGREGATE	\$	
	GFI	N'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$	
	9	POLICY PROJECT LOC							111111111111111111111111111111111111111	<u> </u>	
A		FOMOBILE LIABILITY		Y	2991950(AOS)		07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Es accident)	\$1,00	0,000
A A		ANY AUTO ALL OWNED AUTOS			2991952(VA) 2991951(MA)				BODILY INJURY (Per person)	 	
		SCHEDULED AUTOS							ļ		
	X	HIRED AUTOS							BODILY INJURY (Per accident)		
	X	NON OWNED AUTOS							PROPERTY DAMAGE (Per accident)		
	X	UMBRELLA LIAB X OCCUR		Y	CSUSA1901610(Lloy	ds)	07/01/2019	07/01/2020	EACH OCCURRENCE		0,000
		EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$4,00	0,000
		DEDUCTIBLE				1	-				
	X	RETENTION									
B H B G B B B B	EMF	RKERS COMPENSATION AND PLOYERS' LIABILITY YIN		Y	014649307(AOS) 014649305(CA) 014649309(FL)		07/01/2019 07/01/2019 07/01/2019	07/01/2020 07/01/2020 07/01/2020	X WC STATU- OTH-		
G		PROPRIETOR/PARTNERS/EXECUTIVE ICER/MEMBER EXCLUDED?	014649310(MA,WI)				07/01/2019	07/01/2020	E.L. EACH ACCIDENT	\$1,00	0,000
B B	(Mar	ndatory in NH)			014649308(ME) 014649311(AK,AZ,IL,KY,NC,I	NH,NJ,	07/01/2019 07/01/2019	07/01/2020 07/01/2020	E.L. DISEASE - EA EMPLOYEE	\$1,00	0,000
B	If yos	s, describe under DESCRIPTION OF	PA,UT,VA,VT)		PA,UT,VA,VT) 018177166(OR)		07/01/2019	07/01/2020	E.L. DISEASE - POLICY LIMIT	\$1,00	0,000
,	OPE	KATIONS BOIDW			018177100(OK)	i					
		TON OF OPEN TONO / LOOS TO			0000 404 4 444						
nF2(raP1	TION OF OPERATIONS / LOCATIONS / VEHIC	LCS (A)	uach A	CORD 101, Additional Remarks	a acnedule, li	more space is r	ednied)			1
CER	TIF	ICATE HOLDER			C/	ANCELLA	TION				
Palm Beach County Board of County Commissioners c/o Palm Beach County Department of Airports					EX	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
946 Dalm Darch Intermetional Airmort]						
846 Palm Beach International Airport West Palm Beach, Florida 33406 United States					A		d Represe				ĺ
11 03	. <u>.</u> a	Double, I lorida 33700 Omica Sta				Aon Risk Services, Inc. of Washington					
					1	U7 U1	e e viert	w weerendo	, - m. of mane	· Spool	**

@1988-2009 ACORD CORPORATION. All rights reserved.

ACORD 25 (2009/09)

AGENCY CUSTOMER ID: 10000136 LOC #:

NAMED INSURED Gulfstream Aerospace

ACORD*

Aon Risk Services, Inc. of Washington

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

See Certificate Number: CERT05433		500 Gulfstream Road
CARRIER	NAIC CODE	Savannah, Georgia 31408 United States
See Certificate Number: CERT05433		EFFECTIVE DATE: 07/01/2019
ADDITIONAL REMARKS		
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO	D ACORD FOR	RM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate	e of Liability Insi	urance
This certificate replaces any previously issued certificates.		
Contract Start Date: 01/10/2020		
Contract End Date:		
Contract Description:		
The contract description is provided for informational purposes of Please note that coverage is only evidenced for the insurance tell		
-	in nuosed on	page 1.
Lease of FBO at Palm Beach International Airport		
		•
Workers compensation includes United States Longshore and H	larbor Workers .	Act (33 USC Section 901-950) coverage.
General Dynamics self insures auto physical damage.		
Constan Dynamics son moures acres physical damage.		
A waiver of subrogation is granted in favor of the certificate hol	der where remi	ired by written contract
A waiver of subrogation is granted in favor of the confinence nor	der where requi	ind by without conduct.
	: 1 - 1 - 1 - T-	"
If there is a question regarding this certificate please contact: Ni	icnois, Mary Er	nail: mary.nicnois@gulistream.com Phone: 912-903-3318
		İ



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST. PHONE (A/C, No, Ext): AGENCY COMPANY Various - See Attached 1050 CONNECTICUT AVENUE, SUITE 700 WASHINGTON, DC 20036-5386 CN102961372---19-20 E-MAIL ADDRESS: FAX (A/C, No): CODE: SUB CODE: AGENCY CUSTOMER ID #: INSURED LOAN NUMBER POLICY NUMBER General Dynamics Corporation 11011 Sunset Hills Road See Attached Reston, VA 20190 **EFFECTIVE DATE EXPIRATION DATE** CONTINUED UNTIL TERMINATED IF CHECKED 10/01/2019 10/01/2020 THIS REPLACES PRIOR EVIDENCE DATED: PROPERTY INFORMATION LOCATION/DESCRIPTION RE: LEASED LOCATION AT 4390 GREEN STREET, PALM BEACH INTERNATIONAL AIRPORT, WEST PALM BEACH 33406 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 EVIDENCE OF PROPERTY INSURANCE 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. COVERAGE INFORMATION COVERAGE / PERILS / FORMS AMOUNT OF INSURANCE DEDUCTIBLE ALL RISK PROPERTY COVERAGE 1.000.000.000 5,000,000 INCLUDES: BUILDINGS PERSONAL PROPERTY **BUSINESS INCOME BOILER & MACHINERY** OTHER DEDUCTIBLES MAY APPLY AS PER POLICY TERMS AND CONDITIONS. REMARKS (Including Special Conditions) INSURANCE INCLUDES ALL-RISK PROPERTY INSURANCE INCLUDING FLOOD AND WINDSTORM. ORDINANCE & LAW COVERAGE IS INCLUDED, WAIVER OF SUBROGATION IS INCLUDED WHERE REQUIRED BY WRITTEN CONTRACT. CERTIFICATE HOLDER IS/ARE LOSS PAYEE, AS REQUIRED BY WRITTEN CONTRACT. 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. CLE-006517024-01 ADDITIONAL INTEREST ADDITIONAL INSURED LENDER'S LOSS PAYABLE X LOSS PAYEE NAME AND ADDRESS WAIVER OF SUB. Χ MORTGAGEE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS C/O PALM BEACH COUNTY DEPARTMENT OF AIRPORTS AUTHORIZED REPRESENTATIVE of Marsh USA Inc. PALM BEACH INTERNATIONAL AIRPORT

ACORD 27 (2016/03)

WEST PALM BEACH, FL 33406

Agueta fimber Baker © 1993-2016 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Agneta Jernbeck Bak

AGENCY CUSTOMER ID: CN102961372

LOC #: Washington



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA INC.		NAMED INSURED General Dynamics Corporation 11011 Sunset Hills Road	
POLICY NUMBER	Reston, VA 20190		
CARRIER	NAIC CODE		
		EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 27 FORM TITLE: Evidence of Property Insurance

2019-2020 Property Policy Numbers & Limits Carrier - Policy Number - Participation

Primary \$10M

General Dynamics Self Insurance - \$1,000,000

Primary \$50M

SCOR UK Company Limited - BOWPN1900547 - \$2,500,000

Primary \$100M

Houston Specialty Insurance Company - PRO440331 - \$11,000,000

Primary \$250M

Starr Surplus Lines Insurance Company - SLSTPTY11226419 - \$10,000,000

Westport Insurance Corporation - NAP 0450049 09- \$25,000,000

ACE American Insurance Company - GPA D37823120 010- \$50,000,000

Primary \$1B

Zurich American Insurance Company - PPR 6692509-09 - \$150,000,000

Factory Mutual Insurance Company - 1057690 - \$250,000,000

\$40M Excess of \$10M

AIG Specialty Insurance Company - 25032721 - \$4,000,000

\$450M Excess of \$50M

Oil Casualty Insurance Ltd. - P-101566-1019-00 - \$22,500,000

PartnerRe Ireland Insurance dac - F609360 - \$45,000,000

\$150M Excess of \$100M

Arch Insurance Company - PRP0059127-04 - \$7,500,000

Lloyd's of London Synd. NEON 2468 - BNPD19AA852Z - \$5,000,000

Liberty Bermuda Specialty Markets (50%) & Oil Casualty Insurance, Ltd (50%) - LSP0005615 - \$4,000,000

\$250M Excess of \$250M

Great Lakes Insurance SE - F02512142019 - \$37,500,000

HDI Global Specialty SE - PR0269119000- \$25,000,000

Starr Surplus Lines Insurance Company - SLSTPTY11226419 - \$30,000,000

Chubb Bermuda Insurance Limited - GENDYNAMIC01430P06 - \$20.000,000

\$500M Excess of \$500M

Chubb Bermuda Insurance Ltd. - GENDYNAMIC01430P06 - \$100,000,000

Mitsui Sumitomo Insurance Company of America - EXP7000492 - \$100,000,000

Starr Surplus Lines Insurance Company - SLSTPTY11226419 - \$50,000,000

Zurich American Insurance Company - PPR 6692509-09 - \$50,000,000

ACORD 101 (2008/01)

© 2008 ACORD CORPORATION. All rights reserved.

6. LENDERS LOSS PAYEE AND MORTGAGEE INTERESTS AND OBLIGATIONS

- A. The Company will pay for loss to specified property insured under this Policy to each specified Lender Loss Payee (hereinafter referred to as Lender) as its interest may appear, and to each specified Mortgagee as its interest may appear, under all present or future mortgages upon such property, in order of precedence of the mortgages.
- B. The interest of the Lender or Mortgagee (as the case may be) in property insured under this Policy will not be invalidated by:
 - 1) any act or neglect of the debtor, mortgagor, or owner (as the case may be) of the property.
 - 2) foreclosure, notice of sale, or similar proceedings with respect to the property.
 - 3) change in the title or ownership of the property.
 - 4) change to a more hazardous occupancy.

The Lender or Mortgagee will notify the Company of any known change in ownership, occupancy, or hazard and, within 10 days of written request by the Company, may pay the increased premium associated with such known change. If the Lender or Mortgagee fails to pay the increased premium, all coverage under this Policy will cease.

- C. If this Policy is cancelled at the request of the Insured or its agent, the coverage for the interest of the Lender or Mortgagee will terminate 10 days after the Company sends to the Lender or Mortgagee written notice of cancellation, unless:
 - 1) sooner terminated by authorization, consent, approval, acceptance, or ratification of the Insured's action by the Lender or Mortgagee, or its agent.
 - 2) this Policy is replaced by the Insured, with a policy providing coverage for the interest of the Lender or Mortgagee, in which event coverage under this Policy with respect to such interest will terminate as of the effective date of the replacement policy, notwithstanding any other provision of this Policy.
- D. The Company may cancel this Policy and/or the interest of the Lender or Mortgagee under this Policy, by giving the Lender or Mortgagee written notice 120 days prior to the effective date of cancellation, if cancellation is for any reason other than non-payment. If the debtor, mortgagor, or owner has failed to pay any premium due under this Policy, the Company may cancel this Policy for such non-payment, but will give the Lender or Mortgagee written notice 10 days prior to the effective date of cancellation. If the Lender or Mortgagee fails to pay the premium due by the specified cancellation date, all coverage under this Policy will cease.
- E. The Company has the right to invoke this Policy's SUSPENSION clause. The suspension of insurance will apply to the interest of the Lender or Mortgagee in any machine, vessel, or part of any machine or vessel, subject to the suspension. The Company will provide the Lender or Mortgagee at the last known address a copy of the suspension notice.

- F. If the Company pays the Lender or Mortgagee for any loss, and denies payment to the debtor, mortgagor or owner, the Company will, to the extent of the payment made to the Lender or Mortgagee be subrogated to the rights of the Lender or Mortgagee under all securities held as collateral to the debt or mortgage. No subrogation will impair the right of the Lender or Mortgagee to sue or recover the full amount of its claim. At its option, the Company may pay to the Lender or Mortgagee the whole principal due on the debt or mortgage plus any accrued interest. In this event, all rights and securities will be assigned and transferred from the Lender or Mortgagee to the Company, and the remaining debt or mortgage will be paid to the Company.
- G. If the Insured fails to render proof of loss, the Lender or Mortgagee, upon notice of the Insured's failure to do so, will render proof of loss within 60 days of notice and will be subject to the provisions of this Policy relating to APPRAISAL, SETTLEMENT OF CLAIMS, and SUIT AGAINST THE COMPANY.
- H. Other provisions relating to the interests and obligations of the Lender or Mortgagee may be added to this Policy by agreement in writing.

SECOND AMENDMENT TO FIXED BASE OPERATOR LEASE AGREEMENT BETWEEN PALM BEACH COUNTY AND GULFSTREAM PRODUCT SUPPORT CORPORATION

THIS SECOND AMENDMENT TO FIXED BASE OPERATOR LEASE AGREEMENT (this "Amendment") is made and entered into as of ______, 2020 (the "Effective Date"), by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and Gulfstream Product Support Corporation, a Delaware corporation, having its office and principal place of business at 1500 Perimeter Road, West Palm Beach, FL 33406 ("Tenant").

WITNESSETH:

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

WHEREAS, the parties entered into that certain Fixed Base Operator Lease Agreement dated March 14, 2017 (R-2017-0281), as amended by that certain First Amendment dated October 2, 2018 (R-2018-1507) and assigned to Tenant pursuant to an Assignment and Assumption of Lease dated October 16, 2018 ("<u>Lease</u>"); and

WHEREAS, Tenant requested an extension to the construction deadline to May 31, 2020, which was granted by the Department on December 26, 2019, due to delays beyond the reasonable control of Tenant, including delays related to Hurricane Dorian; and

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

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

- 1. <u>Recitals and Definitions</u>. The foregoing recitals are true and correct and are hereby incorporated herein by reference. Terms not defined herein shall have the meanings set forth in the Lease.
- 2. Article 3, <u>Commencement Date/Term</u>, of the Lease is hereby amended to delete Section 3.01, <u>Term</u>, in its entirety and replace it with the following:
 - 3.01 <u>Term.</u> The term of this Lease shall commence on the first to occur: (a) the date of substantial completion of the Required Improvements as evidenced by a certificate of occupancy; (b) the date Tenant commences using the Premises (or any part thereof) for the conduct of its business (other than construction); or (c) May 31, 2020 ("<u>Commencement Date</u>"), and terminate twenty (20) years from the Commencement Date ("<u>Initial Term</u>"), unless sooner terminated pursuant to the terms of this Lease.

PBI – FBO Lease Agreement Gulfstream Product Support Corporation

- 3. Article 4, <u>Premises and Privileges</u>, of the Lease is hereby amended to delete Section 4.09(A) in its entirety and replace it with the following:
 - (A) Subject to the terms, conditions and limitations of this Section, County agrees to relocate that portion of the E-3 ½ Canal to provide airside access to the Expansion Area as generally depicted in the attached Exhibit "B" ("Access Project"), which shall be completed on or before December 31, 2022, unless otherwise agreed to in writing by the parties.
- 4. Article 4, <u>Premises and Privileges</u>, of the Lease is hereby amended to delete Section 4.09(H) in its entirety and replace it with the following:
 - (H) In the event County is unable to secure binding commitments sufficient to satisfy the Funding Condition on or before December 31, 2020, after exercising good faith efforts to do so, County shall notify Tenant in writing, whereupon the parties shall be released from all further liability and obligations under this Section 4.09. The Funding Condition may be extended upon mutual agreement of the parties in writing without formal amendment hereto.
- 5. Article 8, <u>Construction of Alterations and Improvements</u>, of the Lease is hereby amended to extend the completion date of the Required Improvements from no later than December 31, 2019, to no later than May 31, 2020.
- 6. Rental Credit. County shall reimburse Tenant for rental payments made prior to the amended Commencement Date as provided in paragraph 2 above, which shall be paid by County in the form of rental credits against future rental amounts payable to County under the Lease. Rental credits shall be applied against amounts payable to County as they become due, until such time as there are no rental credits remaining.
- 7. <u>Entire Agreement</u>. Except as modified herein, all terms and conditions of the Lease shall remain in full force and effect. In the event of any conflict or inconsistency between the provisions of the Lease and the provisions of this Amendment, the provisions of this Amendment shall govern and control.
- 8. <u>Counterparts</u>. This Amendment may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Amendment may be detached from any counterpart of this Amendment without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Amendment identical in form hereto but having attached to it one or more additional signature pages.

PBI – FBO Lease Agreement Gulfstream Product Support Corporation 9. <u>Effective Date</u>. This Amendment shall become effective when signed by both parties and approved by the Palm Beach County Board of County Commissioners.

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

ATTEST:	PALM BEACH COUNTY, a political subdivision of the State of Florida by				
SHARON R. BOCK	its Board of County Commissioners				
By: Clerk and Comptroller	By: Dave Kerner, Mayor				
(SEAL)					
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS				
By: County Attorney	By Bulse Bulse Director, Department of Airports				
Signed, sealed and delivered in the presence of two witnesses	Tenant: GULFSTREAM PRODUCT SUPPORT CORPORATION				
for Tenant:	o lool				
Kandice Her	Signature				
Kardice Harvey Print Name	James P. Whaten Print Name				
Form Mc Nut	Assistant Secretary Title				
Print Name					
(Seal) PBI – FBO Lease Agreement					
Gulfstream Product Support Corporation					