

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	<u>(\$1,909)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>(\$1,909)</u>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No X
 Does this item include the use of federal funds? Yes _____ No X

Budget Account No: Fund 4100 Department 120 Unit 8320 RSource 2900
 Reporting Category _____

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

The fiscal impact from Global's activities on October 23, 2022 was \$1,909.32.

C. Departmental Fiscal Review: Debbie Duncanson
(M) 2-6-23

III. REVIEW COMMENTS

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

Lisa Maza 2/10/2023
 OFMB
 CSW 2/10/23
Jan J. Jant 2/10/23
 Contract Dev. and Control
 Jan 2/10/23

B. Legal Sufficiency:

[Signature]
 Assistant County Attorney
 for Anne Helfant

C. Other Department Review:

 Department Director

REVISED 11/17

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

PALM BEACH INTERNATIONAL AIRPORT
OPERATING PERMIT

1. Air Transportation Company ("Permittee"):	2. Contact Person:
Permittee: <u>Global Crossing Airlines, Inc.</u>	Name: <u>Eleser Villaral</u>
Address: <u>4200 NW 36th Street, Miami, FL 33166</u>	Title: <u>Manager of Ground Handling</u>
	Address: <u>4200 NW 36th Street, Miami, FL 33166</u>
Phone: <u>786.785.5135</u>	Phone: <u>786.785.5135</u>
Fax: _____	Mobile: <u>305.244.5211</u>
	Fax: _____
	E-mail: <u>eleser.villarreal@globalxair.com</u>
3. Ground Handler Contact Information:	
Ground Handler: <u>ATS</u>	
Contact: <u>Deeana Mercado</u>	Phone: <u>561.615.5862</u>
E-mail: <u>demrcado@atsstl.com</u>	
4. Description of Permitted Flight Operations:	
A description of the flight operations permitted hereunder is set forth in Attachment "A". For the purposes of this Operating Permit, a flight operation shall consist of one aircraft landing and takeoff. Permittee shall notify the Palm Beach County Department of Airports ("Department of Airports") no less than 48 hours in advance of any voluntary changes to the permitted flight operations.	
5. Insurance Requirements:	
Permittee shall maintain at its sole expense, in force and effect at all times during the term of this Permit, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Permit. The requirements contained herein, as well as County's review or acceptance of insurance maintained by Permittee, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Permittee under the Permit. Permittee agrees to notify the County at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.	
<p>A. <u>Aviation Liability/Commercial General Liability Insurance.</u> Permittee shall maintain Aviation Liability/Commercial General Liability Insurance at limits of not less than: (1) Fifty Million Dollars (\$50,000,000) in the event Permittee is operating aircraft with fifty (50) seats or less, or (2) One Hundred Million Dollars (\$100,000,000) in the event Permittee is operating aircraft with more than fifty (50) seats each with a Combined Single Limit Each Occurrence, subject to sub-limits and annual aggregates, where applicable, for Personal Injury (Twenty Five Million Dollar (\$25,000,000) sub-limit for Personal Injury to non-passengers), Bodily Injury (including death) and Property Damage and shall include, but not be limited to, Premises and Operations, Personal Injury, Products and Completed Operations, Contractual Liability. In the event Permittee is authorized to serve alcoholic beverages on the Airport, Permittee shall provide an endorsement to the Permittee Liability/Commercial General Liability Insurance or separate coverage for Liquor Liability in an amount not less than One Million Dollars (\$1,000,000) per occurrence.</p> <p style="padding-left: 40px;">Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to County upon request.</p>	
<p>B. <u>Aircraft Liability Insurance.</u> Permittee shall maintain Aircraft Liability Insurance with respect of all aircraft owned, leased or operated by Permittee, including Passenger, Bodily Injury (including death) and Property Damage Liability in a Combined Single Limit Amount of not less than One Hundred Million Dollars (\$100,000,000) Each Occurrence.</p>	
<p>C. <u>Business Automobile Liability Insurance.</u> Permittee shall maintain Business Automobile Liability Insurance covering all Owned, Hired, and Non-Owned Vehicles used on the Airport in an amount of not</p>	

**PALM BEACH INTERNATIONAL AIRPORT
OPERATING PERMIT**

less than One Million Dollars (\$1,000,000) Combined Single Limit Each Occurrence for Bodily Injury (including death) and Property Damage Liability; provided, however, that if the scope and conduct of Permittee's operations under this Permit require vehicle access to the aircraft operations area, Permittee shall maintain Business Automobile Liability Insurance in an amount not less than Five Million Dollars (\$5,000,000) Combined Single Limit Each Occurrence for Bodily Injury (including death) and Property Damage Liability. Notwithstanding the foregoing, if the scope and conduct of Permittee's operations under this Permit do not involve the operation, ownership or use of any vehicle, then this requirement shall include automobile liability for Hired & Non-Owned vehicles only.

Additional Insured Endorsement: The Automobile Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to County upon request.

- D. Workers' Compensation Insurance & Employer's Liability: Permittee shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
- E. Umbrella or Excess Liability: Umbrella or Excess Liability policy may be used to satisfy the minimum requirements. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability policy; however, the Annual Aggregate limit shall not be less than the highest "each occurrence" limit for either Commercial General Liability or Business Auto Liability. Permittee shall endorse County as an "Additional Insured" on the Umbrella or Excess Liability policy; unless, the policy provides coverage on a "Follow-Form" basis.
- F. Waiver of Subrogation: Except where prohibited by law, Permittee hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Permittee shall 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 that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Permittee enter into such an agreement on a pre-loss basis.
- G. Certificates of Insurance: On execution of this Permit, renewal, within forty-eight (48) hours of a request by County, and upon expiration of any of the required coverage throughout the term of this Permit, the Permittee shall deliver to the County or County's designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Permit have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners
c/o Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470
E-Mail: properties@pbia.org

- H. Right to Revise or Reject: County, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

6. Indemnification:

Permittee agrees to protect, defend, reimburse, indemnify and hold the County and its elected officers, employees and agents ("County Party") and each of them free and harmless at all times from and against any and all liability, losses, expenses, costs, suits, claims, judgments, fines and damages (including reasonable attorney fees at trial and appellate levels) and causes of action of every kind and character (hereinafter collectively referred to as, "Damages"), or in which the County or a County Party is named or joined, arising out of Permittee's breach of this Operating Permit or the use of the Palm Beach International Airport ("Airport") by Permittee or Permittee's officers, employees, agents or any other persons whomsoever acting on behalf of or at the request of Permittee ("Permittee Party"), including, but not limited to, Damages arising by reason of any damage to property or the environment, or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, and any third party or other person whomsoever, or any governmental agency, arising out of or incident to or in connection with the condition of the Airport, Permittee's or a Permittee Party's acts, omissions or operations at the Airport, or the performance, non-performance or purported performance of Permittee or Permittee Party or any breach by Permittee or Permittee Party of the terms of this Operating Permit; provided, however, Permittee shall not be responsible for Damages determined by a court of competent jurisdiction to be solely attributable to the negligence or willful misconduct of the County. Nothing herein shall be deemed to abrogate Permittee's common law or statutory rights to contribution from the County for liability legally established as attributable to the County's negligence. Each party shall give to the other reasonable notice of any such claims or actions. Permittee recognizes the broad nature of this indemnification and hold-harmless clause, and acknowledges that the County would

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not enter into this Operating Permit without the inclusion of such clause, and voluntarily make this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by the County in support of this indemnification in accordance with the laws of the State of Florida. The obligations arising under this indemnification agreement shall survive the expiration or earlier termination of this Operating Permit.

7. Facilities Usage:

Permittee shall only use those Airport terminal facilities designated by the Department of Airports for the flight operations permitted hereunder. Permittee shall have the nonexclusive right to use the public Airport facilities for the conduct of the permitted flight operations at the Airport in common with other air transportation companies operating at the Airport, including the Airport's airfield facilities. The rights provided for herein shall be subject to rules and regulations established by the Department of Airports and subject to payment of all applicable fees and charges.

8. Fees & Charges:

Permittee shall pay to the County the estimated fees and charges for each flight operation in advance, including, but not limited to, landing fees, gate usage charges, and ticket counter charges. Within five days after each flight operation, Permittee shall provide an activity report in a form and substance approved by the County. Permittee shall pay any difference between the estimated costs of each flight operation and the actual costs within 15 days of receipt of an invoice from the County. All amounts shall be payable to "Palm Beach County" and delivered to: Palm Beach County Department of Airports, Finance Division, 846 Palm Beach International Airport, West Palm Beach, FL 33406-1470. Refunds of prepaid fees and charges shall be made in accordance with the policies established by the Department of Airports.

9. Laws, Regulations and Requirements:

Permittee shall comply with all applicable federal, state, local and County laws, statutes, regulations, rules, rulings, orders, ordinances, codes, requirements, policies and directives of any kind or nature, as now or hereafter amended, applicable to Permittee's activities at the Airport, including, but not limited to, all Airport security requirements and directives, Inspector General review requirements and nondiscrimination policies, including, but not limited to, Palm Beach County Code, Sections 2-421 - 2-440 and County Resolution R-2014-1421, as may be amended, scrutinized companies requirement pursuant to F.S. 287.135, 215.4725 and 215.473 and the nondiscrimination provisions as shown in Attachment "B".

10. Revocation of Permit:

This Operating Permit may be terminated by the County with or without cause upon prior notice to Permittee. Failure of Permittee to comply with the terms and conditions of this Operating Permit shall be considered a violation of this Operating Permit. In the event this Operating Permit is terminated due to a violation of this Operating Permit by Permittee, the County shall be entitled to retain all fees and charges paid in advance in addition to any other remedies provided by law. Venue for any action arising from this Permit shall be in Palm Beach County, Florida.

11. Signature:

This Operating Permit shall become effective when signed by the parties hereto. No provision of this Operating Permit is intended to, or shall be construed to, create any third party beneficiaries. The parties hereto have duly executed this Operating Permit as of the day and year written below.

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: /s/ Anne Helfant
County Attorney

**PALM BEACH COUNTY,
a political subdivision of the State of Florida,
by its Department of Airports**

By: *Anna Burke*
Director

Date: 10-21-22

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

Lissette 10/19/2022
Witness

Lissette Rivero

Typed or printed name

Maria Pottinger 10/19/2022
Witness

Maria Pottinger

Typed or printed name

(Seal)

PERMITTEE

DocuSigned by:
By: *Ed Wegel* 10/19/2022
Signature

Ed Wegel

Typed or printed name

Title: CEO

Date: Oct. 10, 2022

ATTACHMENT "A"
DESCRIPTION OF FLIGHT OPERATIONS

Flight Operation #1:
Arrive PBI Date: <u>10/23/22</u> Time: <u>1030L</u> Origin: <u>MIA</u> Destination: <u>PBI</u> Depart PBI Date: <u>10/23/22</u> Time: <u>1300L</u> Origin: <u>PBI</u> Destination: <u>RIC</u>
Terminal Usage:
Per Use Ticket Counter: <u>3A/4A</u> Estimated time of usage: <u>3 HOURS</u>
Aircraft Information:
Name of Aircraft Operator: <u>GLOBAL CROSSING AIRWAYS</u>
Aircraft Description: <u>A-320</u>
Maximum Gross Landing Weight: <u>142,198 POUNDS</u>
Estimated Number of Passengers: <u>180</u>
Flight Operation #2:
Arrive PBI Date: _____ Time: _____ Origin: _____ Destination: _____ Depart PBI Date: _____ Time: _____ Origin: _____ Destination: _____
Terminal Usage:
Per Use Ticket Counter: _____ Estimated time of usage: _____
Aircraft Information:
Name of Aircraft Operator: _____
Aircraft Description: _____
Maximum Gross Landing Weight: _____
Estimated Number of Passengers: _____
Flight Operation #3:
Arrive PBI Date: _____ Time: _____ Origin: _____ Destination: _____ Depart PBI Date: _____ Time: _____ Origin: _____ Destination: _____
Terminal Usage:
Per Use Ticket Counter: _____ Estimated time of usage: _____
Aircraft Information:
Name of Aircraft Operator: _____
Aircraft Description: _____
Maximum Gross Landing Weight: _____
Estimated Number of Passengers: _____

ATTACHMENT "A"
DESCRIPTION OF FLIGHT OPERATIONS

Flight Operation #4:
Arrive PBI Date: _____ Time: _____ Origin: _____ Destination: _____
Depart PBI Date: _____ Time: _____ Origin: _____ Destination: _____
Terminal Usage:
Per Use Ticket Counter: _____ Estimated time of usage: _____
Aircraft Information:
Name of Aircraft Operator: _____
Aircraft Description: _____
Maximum Gross Landing Weight: _____
Estimated Number of Passengers: _____
Flight Operation #5:
Arrive PBI Date: _____ Time: _____ Origin: _____ Destination: _____
Depart PBI Date: _____ Time: _____ Origin: _____ Destination: _____
Terminal Usage:
Per Use Ticket Counter: _____ Estimated time of usage: _____
Aircraft Information:
Name of Aircraft Operator: _____
Aircraft Description: _____
Maximum Gross Landing Weight: _____
Estimated Number of Passengers: _____
Flight Operation #6:
Arrive PBI Date: _____ Time: _____ Origin: _____ Destination: _____
Depart PBI Date: _____ Time: _____ Origin: _____ Destination: _____
Terminal Usage:
Per Use Ticket Counter: _____ Estimated time of usage: _____
Aircraft Information:
Name of Aircraft Operator: _____
Aircraft Description: _____
Maximum Gross Landing Weight: _____
Estimated Number of Passengers: _____

**ATTACHMENT “B”
NONDISCRIMINATION
(page 1 of 3)**

Nondiscrimination in County Contracts. The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Permittee warrants and represents that throughout the term of the Operating Permit, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Operating Permit.

A. Title VI Clauses for Compliance with Nondiscrimination Requirements.

During the performance of this Operating Permit, Permittee, for itself, its assignees, and successors in interest, agrees as follows:

1. **Compliance with Regulations:** Permittee will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities (“Nondiscrimination Acts and Authorities” as set forth in paragraph B below), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Operating Permit.
2. **Nondiscrimination:** Permittee, with regard to the work performed by it during this Operating Permit, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Permittee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when this Operating Permit covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by Permittee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Permittee of Permittee’s obligations under this Operating Permit and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** Permittee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Permittee will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the non-discrimination provisions of this Operating Permit, County will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to Permittee under this Operating Permit until Permittee complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** Permittee will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Permittee will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Permittee becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Permittee may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, Permittee may request the United States to enter into the litigation to protect the interests of the United States.

B. Title VI List of Pertinent Nondiscrimination Acts and Authorities.

During the performance of this Operating Permit, Permittee, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities, as may be amended, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

**ATTACHMENT “B”
NONDISCRIMINATION
(page 2 of 3)**

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

C. Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.

1. Permittee for itself and its 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 (1) 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 said facilities, (2) that in the construction of any improvements on, over, or under such land, 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, (3) that Permittee will use the Permittee Premises in compliance with all other requirements imposed by or pursuant to the Nondiscrimination Acts And Authorities.
2. In the event of breach of any of the above nondiscrimination covenants, County will have the right to terminate this Operating Permit and to enter or re-enter and repossess the Permittee Premises and the facilities thereon, and hold the same as if this Operating Permit had never been made or issued.

D. Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program.

Permittee for itself and its 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:

ATTACHMENT "B"
NONDISCRIMINATION
(page 3 of 3)

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Operating Permit 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, the Permittee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Authorities (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.
2. In the event of breach of any of the above nondiscrimination covenants, County will have the right to terminate this Operating Permit and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if this Operating Permit had never been made or issued.

E. Airport Concession Disadvantaged Business Enterprises ("ACDBE").

This Operating Permit may be subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. It is the policy of County that ACDBEs shall have the maximum practicable opportunity to participate in the performance of contracts. Permittee agrees that it will not discriminate against any business owner because of the owner's race, color, national origin or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23. Permittee agrees to include the aforementioned statement in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

F. General Civil Rights Provision.

Permittee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Permittee transfers its obligation to another, the transferee is obligated in the same manner as Permittee. This provision obligates Permittee for the period during which the property is owned, used or possessed by Permittee and the Airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

**WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF
GLOBAL CROSSING AIRLINES, INC.**

OCTOBER 21, 2022

In accordance with Section 141 of the General Corporation Law of the State of Delaware and the Certificate of Incorporation and By-Laws of Global Crossing Airlines, Inc., a Delaware corporation ("Corporation"), the undersigned, being the sole member of the board of directors of the Corporation, acting without a meeting, does hereby adopt the following resolutions by written consent effective as of the date first written above, which action shall be as valid and legal and of the same force and effect as though taken at a meeting duly and validly noticed and held.

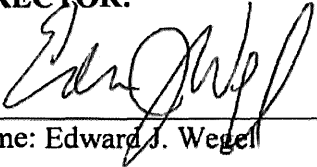
APPROVAL OF PALM BEACH INTERNATIONAL AIRPORT OPERATING PERMIT

RESOLVED, that the Corporation shall enter into that certain Palm Beach International Airport Operating Permit between Palm Beach County, a political subdivision of the State of Florida and the Corporation, ("Agreement"), a copy of which is attached hereto; and be it

FURTHER RESOLVED, that Edward J. Wegel, the Chairman and CEO 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.

IN WITNESS WHEREOF, the undersigned has executed this consent on the date first written above.

DIRECTOR:



Name: Edward J. Wegel



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/19/2022

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).

PRODUCER Crystal IBC, LLC (an Alliant Insurance Services Company) 32 Old Slip 29th Fl New York NY 10005 License#: BR-1359321	CONTACT NAME: Mary Busch PHONE (A/C, No, Ext): 646-810-3460 E-MAIL ADDRESS: mary.busch@alliant.com	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Global Crossings Airlines, Inc. 4200 NW 36th Street Bldg. 5A, Miami Int'l Airport, 4th Floor Miami FL 33166 License#: BR-1359321 GLOBCRO-02	INSURER A: American Southern Insurance Co		10235
	INSURER B: CorePointe Insurance Company		10499
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 1029504998 **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.

INSTR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	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"/> PROJECT <input type="checkbox"/> LOC OTHER:						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 type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> OTHER: <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA 901115	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	CPW1000310	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

As respects Automobile Liability Insurance, Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents are included as Additional Insured with Waiver of Subrogation where required by Contract.
 As respects Workers Compensation, a Waiver of Subrogation applies to Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents where required by written contract.

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners c/o Department of Airports 846 Palm Beach International Airport West Palm Beach FL 33406-1470 E-Mail: properties@pbia.	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
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CERTIFICATE OF INSURANCE

CERTIFICATE NO.: GCAC21-097

DATE ISSUED: October 19, 2022

NAMED INSURED: Global Crossing Airlines, Inc., DBA GlobalX Global Crossing Airlines, LLC and all subsidiary, affiliated, managed, owned and/or controlled companies as now or formerly constituted or which may hereafter be formed, constituted and/or acquired, jointly or severally as their respective rights and interest may appear. (hereinafter, the "Named Insured(s)")

ADDRESS: Building 5A, 4th floor, 4200 NW 36th Street, Miami International Airport, Miami, FL 33166 (hereinafter, the "Named Insured(s)' Address")

This Certificate of Insurance supersedes and replaces any previously issued Certificate

CERTIFICATE HOLDERS: Palm Beach County Board of County Commissioners
c/o Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470
E-Mail: properties@pbia.org

We, Alliant Insurance Services, Inc., as insurance brokers, hereby certify that the following described insurance is in force as of the dates reflected hereon and is underwritten as follows:

UNDERWRITER(S): SEE ATTACHED ADDENDUM NO. 1

POLICY PERIOD: SEE ATTACHED ADDENDUM NO. 1

TYPE OF COVERAGE: **Aircraft Liability Insurance:** including, inter alia, bodily injury liability, property damage liability, non-owned aircraft liability, products and completed operations liability, airport premises, liability for sale of aircraft, parts or services, passenger baggage and personal effects including crew, Cargo Liability, Grounding Liability, Host Liquor Liability, Automobile Liability while on Airport Premises, Excess Automobile Liability and Employer's Liability Spare Engines or Spare Parts, AVN48B and Extended Coverage Endorsement (Aviation Liabilities) a.k.a AVN52E and completed operations liability and personal injury liability (passengers only), including AVN52E any one occurrence and in the annual aggregate (not applicable to passengers) subject to the following sub-limits which are included within and not in addition to the limit set forth above:

Limit of Liability: Combined single limit (bodily injury, property damage, personal injury (passengers only)) \$750,000,000 any one occurrence/offense and in the annual aggregate as respects products following sub-limits which are included within and not in addition to the limit set forth above: Personal and Advertising Injury liability (to third parties other than passengers): \$25,000,000 any one occurrence, any one offense, and in the annual aggregate; \$10,000,000 Cargo Liability any one occurrence, Grounding Liability \$125,000,000 any one grounding and in annual aggregate, Host Liquor Liability \$1,000,000 any one occurrence, Non- Aviation Excess Automobile Liability and Employer's Liability Combined Single Limit \$25,000,000 Excess of Primary \$1,000,000 Combined Single Limit

Deductibles: \$3,500 each and every claim as respects baggage liability; \$10,000 each occurrence as respects Cargo Liability.

Aircraft Hull Insurance: covering scheduled aircraft operated by the Named Insured(s) including engines and other equipment while attached to said aircraft or removed



CERTIFICATE OF INSURANCE

CERTIFICATE NO.: GCAC21-097

DATE ISSUED: October 19, 2022

therefrom and not replaced. Includes Hull War. AVS103 50/50 Provisional Claims Settlement Clause

Limit of Liability: Aircraft agreed value as stated in the Description of Equipment Insured section above, subject to a maximum agreed value of \$65,000,000 any one aircraft (including aircraft engine(s), part(s), component(s), and/or equipment attached thereto).

Deductibles: Each loss: \$750,000

Aircraft Spare Parts Insurance: covering aircraft spare parts, including but not limited to engines, instruments, components, and equipment that can be attached to an aircraft but which are not attached to an aircraft when a loss occurs.

Limit of Liability: \$10,000,000 any one occurrence

Deductible: \$10,000 each loss. \$500 each loss for Mechanic's tools

Aircraft Hull and Spares War Insurance: Hull War & Allied Perils Insurance (including confiscation by government of registry): Covering War Physical Damage And Allied Perils Insurance to Aircraft/Spares owned or leased by the Named Insured. Includes AVS103 50/50 Provisional Claims Settlement Clause

Maximum Hull Value any one Occurrence: \$65,000,000

Maximum Spares Value any one occurrence: \$10,000,000

Values set forth above: Subject to a Policy Aggregate of \$105,000,000:

Deductible: Nil.

CONTRACT: Operating Permit between Palm Beach County Board of County Commissioners and Global Crossing Airlines, Inc.

EQUIPMENT: All aircraft owned, leased, or operated by the Named Insured

POLICY TERRITORY: Worldwide (excluding OFAC Sanctioned Countries and Countries prohibited under form AVN111)

SPECIAL PROVISIONS

As respects (i) the Coverage noted above; (ii) the Contract noted on this Certificate (and only to the extent of the Named Insured's obligation to provide insurance under the terms of the Contract); and (iii) the operations of the Named Insured, the following provisions apply, subject to all policy terms, conditions, limitations, deductibles, warranties and exclusions:

Solely as respects aviation liability insurance: Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents are included as additional insureds (the "Additional Insureds") as their respective interests may appear, warranted no operational interest.

Solely as respects aircraft physical damage: The insurers agree to waive their right of subrogation against the Certificate Holder to the same extent as the Named Insured, has waived its rights of recovery under the terms of the subject agreement

Solely as respects airline liability insurance and aviation war, hi-jacking and other perils excess liability insurance: This insurance is primary without right of contribution from any other insurance which is carried by the Additional Insureds.



CERTIFICATE OF INSURANCE

CERTIFICATE NO.: GCAC21-097

DATE ISSUED: October 19, 2022

THIS CERTIFICATE IS SUBJECT TO ALL OF THE TERMS, CONDITIONS AND LIMITATIONS OF THE POLICIES, AND DOES NOT ALTER, AMEND OR EXTEND THE COVERAGE PROVIDED UNDER THE POLICIES. IN THE EVENT OF A CONFLICT BETWEEN THE CERTIFICATE AND THE POLICIES, THE PROVISIONS OF THE POLICIES WILL BE CONTROLLING.

**ALLIANT INSURANCE SERVICES, INC.
FINANCIAL SQUARE
32 OLD SLIP
NEW YORK, NY 10005
(212) 344-2444**

Authorized Signature: 



CERTIFICATE OF INSURANCE

CERTIFICATE NO.: GCAC21-097

DATE ISSUED: October 19, 2022

ADDENDUM NO. 1

Global Crossing Airlines, Inc. d/b/a GlobalX, Global Crossing Airlines, LLC and all subsidiary, affiliated, managed, owned and/or controlled companies as now or formerly constituted or which may hereafter be formed, constituted and/or acquired, jointly or severally as their respective rights and interest may appear

Effective December 23, 2021 to December 23, 2022 SECURITY (the "Insurers") As respects Global Crossing Airlines, Inc., et al

Aircraft Hull and/or Airline Liability Insurance

INSURER

POLICY NUMBERS

Starr Surplus Lines Insurance Company
Through Starr Aviation Agency, Inc.
3353 Peachtree Road, NE, Suite 1000
Atlanta, GA 30326

SASLAMR63646320-02

Underwriters at Lloyd's & Certain Insurance Companies,
Through Price Forbes & Partners Ltd.,
2 Minster Court, Mincing Lane
London, England EC3R 7PD

B0507AV2101244

Falls Lake National Insurance Company
Through Air Centurion Insurance Services, Inc.
1332 Anacapa Street Suite 120
Santa Barbara, CA 93101

ACQA FL-00498-01

XL Specialty Insurance Company
Through AXA XL, a division of AXA
Brookfield Place
200 Liberty Street, 21st Floor
New York, NY 10281

UA00017009AV21A

Old Republic Insurance Company
Through Old Republic Aerospace, Inc.
1990 Vaughn Road , Suite 350
Kennesaw, GA. 30144

RAL00007502

Texas Insurance Company
Through Applied Underwriters Aviation
800 Battery Avenue Southeast The Battery, Suite 100
Atlanta, GA 30339

BAVQFHTFL011100_130016-01

Great American Insurance Company
2 Tower Center Boulevard, Suite 1605
East Brunswick, NJ 08816

QS E799933-00



CERTIFICATE OF INSURANCE

CERTIFICATE NO.: GCAC21-097

DATE ISSUED: October 19, 2022

Airline Hull (including spares) War Insurance

INSURER

Various Lloyds of London Syndicates and Other Insurance Companies
(each for their own part and not one for the other)
Through Price Forbes & Partners Ltd.,
2 Minster Court, Mincing Lane
London, England EC3R 7PD

POLICY NUMBER

B0507AV2101245

Aircraft Excess Third Party War Liability Insurance

INSURER

Various Lloyds of London Syndicates and Other Insurance Companies
(each for their own part and not one for the other)
Through Price Forbes & Partners Ltd.,
2 Minster Court, Mincing Lane
London, England EC3R 7PD

POLICY NUMBER

B0507AV2101246

Several Liability Notice

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and is limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations. LSW 1001 (Insurance)

