

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: August 19, 2025	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing

Submitted By: Department of Airports

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: License Agreement with Jet Aviation Associates, LLC (Jet), commencing May 12, 2025 at 10:00 a.m., expiring May 12, 2025 at 11:59 p.m., for overflow parking of vehicles on a parking area at the Palm Beach International Airport (PBI), in connection with an event hosted by Jet at PBI, for payment of a license fee in the amount of \$1,000.

Summary: This License Agreement provided for the use of a portion of a vehicular parking area on PBI on May 12, 2025, for overflow parking in connection with an event hosted by Jet at its facility at PBI. Resolution 2007-2070 approved on November 20, 2007, authorizes the County Administrator or designee, in this case, the Director of the Department of Airports, to execute the standard form License Agreement. Countywide (AH)

Background and Justification: Jet provides fixed based operator services for general aviation aircraft at PBI pursuant to the Amended and Restated Fixed Base Operator Lease Agreement dated September 17, 2024 (R2024-1202). Jet requested the use of a parking area for overflow parking in connection with an event at its facility to promote business aviation.

Attachments: License Agreement (w/Exhibits A, B, C and D)

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Recommended By:  6/25/25
Department Director Date

Approved By:  7/16/25
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

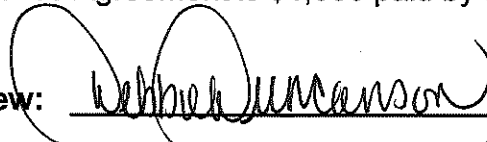
Fiscal Years	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	<u>(\$1,000)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>(\$1,000)</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
Does this item include the use of state funds? Yes _____ No X
Budget Account No: Fund 4100 Department 120 Unit 8340 Resource 4467
Reporting Category _____

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

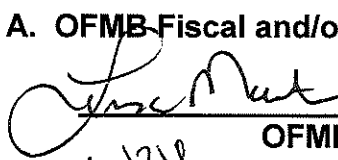
The fiscal impact for this License Agreement is \$1,000 paid by Jet for the event in FY2025.

C. Departmental Fiscal Review:


6/29/25

III. REVIEW COMMENTS

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


6/24/25
OFMB JAM 6/26/25


6/30/25
Contract Dev. and Control 6/29/25

B. Legal Sufficiency:


7-14-25
Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 11/17

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

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") made and entered into this 12th day of May 2025, (the "Commencement Date") by and between Palm Beach County, a political subdivision of the State of Florida, ("County") and Jet Aviation Associates, LLC., a limited liability company organized under the laws of the State of Florida, having its office and principal place of business at 1515 Perimeter Road, West Palm Beach, FL 33407, herein after referred to as ("Licensee").

WITNESSETH:

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

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

WHEREAS, Licensee desires to use the Property, as defined below, for temporary overflow parking of vehicles in support of an event hosted by Licensee at the Airport at its facility; and

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

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

ARTICLE 1 BASIC PROVISIONS

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

1.2 Property. The Property, which is the subject of this Agreement, is more particularly identified in Exhibit "A", attached hereto and incorporated herein (the "Property").

ARTICLE 2 LENGTH OF TERM

Licensee shall be permitted to use the Property from 10:00 on Monday, May 12, 2025 a.m. until 11:59 p.m. on Monday, May 12, 2025, local time.

Licensee shall not be permitted to use the Property on any other days or at any other times other than those specifically listed herein. Notwithstanding the foregoing, this Agreement shall automatically terminate upon the expiration or earlier termination of the Lease.

ARTICLE 3 LICENSE FEE

3.1 License Fee. Licensee shall pay County for the use and occupancy of the Property for the event listed above, a license fee in the total amount of One Thousand Dollars (\$1,000.00), together with applicable sales taxes thereon. The license fee shall be payable without demand and without any deduction, holdback or set off whatsoever, within thirty (30) days from the date of the Department's invoice.

ARTICLE 4 CONDUCT OF BUSINESS AND USE OF PROPERTY BY LICENSEE

4.1 Use of Property. Licensee shall use the Property solely and exclusively for vehicle parking in connection with an event at the Airport at its facility, at no cost to the owners of said vehicles.

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

4.3 Condition of Property. Licensee accepts the Property in its "As is", "Where is" condition as of the Commencement Date. Licensee further acknowledges that County has not made any warranties or representations of any nature whatsoever regarding the Property including, but not limited to, any warranties or representations relating to the physical condition of the Property or any improvements located therein, or the suitability of the Property or any improvements for the Licensee's intended use.

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

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

4.6 Nondiscrimination. Licensee shall comply with all applicable requirements of the Nondiscrimination provisions set forth in Exhibit "B".

4.7 Surrender of Property. Upon expiration or earlier termination of this Agreement, Licensee, at its sole cost and expense, shall surrender the Property to the County in at least the same condition as the Property was in as of the Commencement Date, with reasonable wear and tear excepted.

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

ARTICLE 5 REPAIRS AND MAINTENANCE OF PROPERTY/SECURITY

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

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

ARTICLE 6 INSURANCE

Maintenance of Insurance. Licensee agrees to maintain on a primary basis and at its sole expense the insurance coverages and limits set forth in Exhibit "D", which are incorporated herein, and shall apply to this Agreement. The requirements contained therein, as well as County's review or acceptance of insurance maintained by Licensee is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Licensee under this Agreement.

ARTICLE 7 INDEMNIFICATION

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

ARTICLE 8 ASSIGNMENT

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

ARTICLE 9 REVOCATION OF LICENSE/DEFAULT

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

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

9.3 Default. Failure to perform or observe any of the agreements, covenants or conditions contained in this Agreement to be performed or observed by such party upon five (5) days prior written notice shall constitute a default of this Agreement. A default by Licensee of the Lease, or any permit, lease or other agreement between County and Licensee, which default has not been cured within the applicable cure period provided in such Lease, permit, lease or other agreement, shall constitute a default of this Agreement.

ARTICLE 10 MISCELLANEOUS

10.1 Subordination to Bond Resolution. This Agreement and all rights granted to Licensee hereunder are expressly subordinated and subject to the lien and provisions of the pledge, transfer, hypothecation or assignment made by County in the Palm Beach County Airport System Revenue Bond Resolution dated April 3, 1984 (R84-427), as amended and supplemented (the "Bond Resolution"), and County and Licensee agree that to the extent permitted by authorizing legislation, the holders of the Bonds or their designated representatives shall exercise any and all rights of County hereunder to the extent such possession, enjoyment and exercise are necessary to insure compliance by Licensee and County with the terms and provisions of this Agreement and Bond Resolution.

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

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

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

(a) If to the County at:

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

(b) If to the Licensee at:

With a copy to:

Jet Aviation Associates, LLC.
1515 Perimeter Road
West Palm Beach, FL 33406
ATTN: General Manager

Jet Aviation Americas
112 Charles A. Lindbergh Drive
Teterboro, NJ 07608
ATTN: Scott Fleming
Associate General Counsel

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

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

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

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

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

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

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

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

10.12 Office of the Inspector General. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to

review past, present and proposed County leases, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Licensee, its officers, agents, employees and lobbyists in order to ensure compliance with lease requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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

10.14 Effective Date. This Agreement shall become effective when executed by the parties hereto.


10.15 Scrutinized Companies. As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Licensee certifies that it, its affiliates, suppliers, sublessors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if Licensee is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the COUNTY. When lease value is greater than \$1 million, as provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Licensee certifies that it, its affiliates, suppliers, sublessors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria. If the County determines, using credible information available to the public, that a false certification has been submitted by Licensee, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Agreement renewal, if applicable.

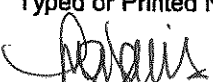
10.16 Human Trafficking Affidavit. Licensee warrants and represents that it does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Concessionaire has executed Exhibit "C", Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

{Remainder of this page intentionally left blank.}

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

WITNESSES:


Signature
Shauna Laroze
Typed or Printed Name


Signature
Meghan Mims
Typed or Printed Name

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


By: 
Director of Airports

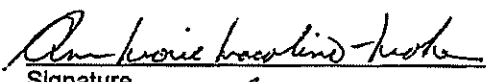
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Anne Helfant
County Attorney

Digitally signed by Anne Helfant
DN: cn=Anne Helfant, o=Palm Beach County, ou=County Attorney, email=ahelfant@pbcgov
Date: 2024.05.12 09:21:02-0400
Full PDF Editor Version: 12.1.0

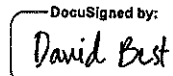
WITNESSES:


Signature
SCOTT FLEMING, Assoc. GC.
Typed or Printed Name


Signature
Ann Marie Macalino-Maker
Typed or Printed Name

LICENSEE:

JET AVIATION ASSOCIATES, LLC

By: 
Signature
David Best
Typed or Printed Name

Title: SVP Regional Operations and GM, America

(Seal)

EXHIBIT "A"
THE PROPERTY

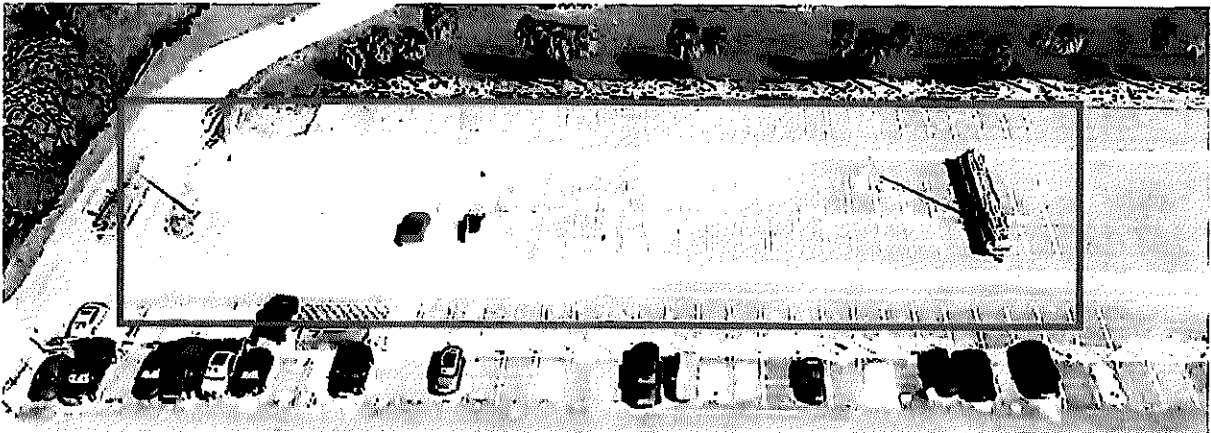
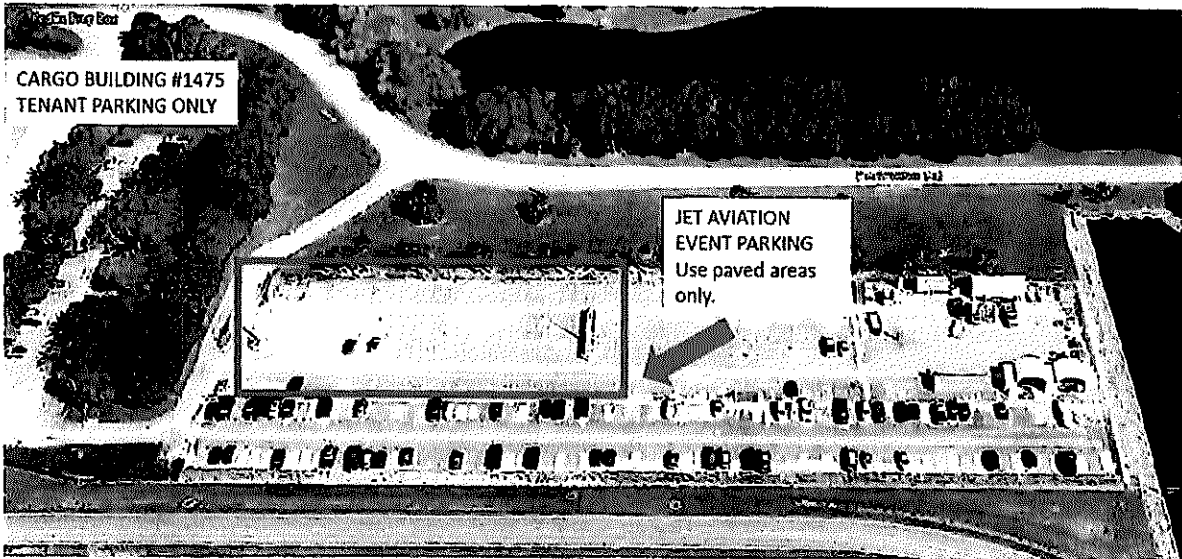


EXHIBIT B
NONDISCRIMINATION PROVISIONS

WHEN USED HEREIN, THE TERM "CONTRACTOR" MEANS TENANT-LESSEE-LICENSEE-CONCESSIONAIRE-OPERATOR-PERMITTEE OR OTHER PARTY TO AN AGREEMENT WITH PALM BEACH COUNTY.

COUNTY NONDISCRIMINATION PROVISIONS

Palm Beach 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 CONTRACTOR warrants and represents that throughout the term of the Agreement, 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 Agreement.

FEDERAL NONDISCRIMINATION REQUIREMENTS

1. Title VI Clauses for Compliance with Nondiscrimination Requirements
During the performance of this Agreement, CONTRACTOR, for itself, its assignees, and successors in interest, agrees as follows:

- 1. Compliance with Regulations: CONTRACTOR 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 Agreement.
- 2. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during this Agreement, 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. CONTRACTOR will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- J. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by CONTRACTOR 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 CONTRACTOR of CONTRACTOR'S obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- L. Information and Reports: CONTRACTOR 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, CONTRACTOR 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 Agreement, 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 CONTRACTOR under this Agreement until CONTRACTOR complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part
- 5. Incorporation of Provisions: CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, CONTRACTOR may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, CONTRACTOR 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 Agreement, CONTRACTOR, 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);
- 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 term "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 3 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibit discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minoritized 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 include 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 Activity, Facility or Program

1. CONTRACTOR 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 CONTRACTOR will use the CONTRACTOR Premises and any License Area 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 Agreement and to enter or re-enter and repossess the CONTRACTOR Premises and any License Area and the facilities thereon, and hold the same as if this Agreement had never been made or issued

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

CONTRACTOR 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. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity facility, or program is extended or for another purpose involving the provision of similar service or benefits, the CONTRACTOR 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 Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if this Agreement had never been made or issued.

E. Airport Concession Dispute Involving Business Enterprises ("ACDBE2). This Agreement may be subject to the requirements of the U.S. Department of Transportation 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. CONTRACTOR agrees that 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 2-CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR transfers its obligation to another, the transferee is obligated in the same manner as CONTRACTOR. This provision obligates CONTRACTOR for the period during which the property is owned, used or possessed by CONTRACTOR 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.

EXHIBIT "C"
NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT

NONGOVERNMENTAL ENTITY HUMAN

TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Jet Aviation Associates, Ltd., Licensee, and attest that Licensee does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

DocuSigned by:

David Best

6A300F04576044F...

(signature of officer or representative)

David Best

(printed name of officer or representative)

State of

New Jersey

County of

Bergen

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this, May day of 2025, by Muriel Abreu Guzman.

Personally known ~~FOR~~ produced identification ☐.

Type of identification produced _____.

NOTARY PUBLIC

My Commission Expires:

State of New Jersey at large

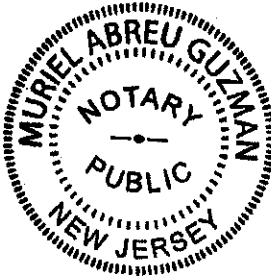
Muriel Abreu Guzman

NOTARY PUBLIC

State of New Jersey

ID # 2416517

My Commission Expires 1/24/2027



(Notary Seal)

EXHIBIT "D"
INSURANCE REQUIREMENTS

Licensee shall, at its sole expense, maintain in full force and effect at all times during the Term the insurance limits, coverages and endorsements required herein. Neither the requirements contained in this Exhibit, nor County's review or acceptance of insurance, shall in any manner limit or qualify the liabilities and obligations assumed by Licensee under this Lease.

Commercial General Liability/Airport Liability. Licensee shall maintain Commercial General Liability/Airport Liability Insurance with limits of liability not less than Ten Million Dollars (\$10,000,000) each occurrence, including coverage for, but not limited to, Premises/Operations, Products/Completed Operations, Contractual Liability, Personal/Advertising Injury and Cross Liability. This coverage shall be provided on a primary basis.

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

Business Auto Liability. Licensee shall maintain Business Automobile Liability Insurance with limits of liability not less than Five Million Dollars (\$5,000,000) each occurrence for owned, non-owned and hired automobiles. If Licensee transports fuel the policy must include CA 99 48 Pollution Liability - Broadened Coverage For Covered Autos - Business Auto, Motor Carrier and Truckers Coverage Forms Endorsement or equivalent. In the event Licensee has no owned automobiles, Licensee shall maintain only Hired & Non-Owned Auto Liability Insurance. This coverage may be satisfied by way of endorsement to the Commercial General Liability policy, or a separate Business Auto Liability policy. This coverage shall be provided on a primary basis.

Workers' Compensation & Employer's Liability. Licensee shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440, Florida Statutes, and federal law. This coverage shall be provided on a primary basis.

Storage Tank Third-Party Liability and/or similar Environmental Impairment Liability. Licensee shall maintain Third-Party Storage Tank Pollution Liability Insurance, or similar Environmental Impairment Liability Insurance at a minimum limit not less than One Million Dollars (\$1,000,000) per occurrence at each location and Two Million Dollars (\$2,000,000) annual aggregate at each location providing coverage for damages against, but not limited to, third-party liability, clean up, corrective action including assessment, remediation and defense costs. In the event the policy includes a self-insured retention or deductible in excess of One Hundred Thousand Dollars (\$100,000), Licensee shall provide a copy of Licensee's most recent annual report or audited financial statements to County at County's request and County may reject or accept a higher self-insured retention or deductible based on Licensee's financial condition.

EXHIBIT "D"
INSURANCE REQUIREMENTS

Umbrella or Excess Liability. If necessary, Licensee may satisfy the minimum limits required above for Commercial General Liability/Airport Liability and/or Business Auto Liability and/or Environmental Impairment Liability coverage under Umbrella or Excess Liability Insurance. The Umbrella or Excess Liability policy shall have an aggregate limit not less than the highest "each occurrence" limit for the Commercial General Liability/Airport Liability, Business Auto Liability or Environmental Impairment Liability policy. County shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability policy, unless the Certificate of Insurance notes the Umbrella or Excess Liability policy provides coverage on a "Follow-Form" basis.

Property, Wind, & Flood Insurance. Licensee shall maintain:

- (A) Property insurance in an amount not less than one hundred percent (100%) of the total replacement cost of the buildings, betterments and improvements, including those made by or on behalf of Licensee as well as Licensee's contents located on the Premises. The settlement clause shall be on a Replacement Cost basis. Coverage shall be written with a Special - Cause of Loss (All-Risk) form and include an endorsement for Ordinance & Law in an amount not less than twenty-five percent (25%) of the Property insurance limit. This coverage shall be provided on a primary basis.
- (B) Flood insurance, regardless of the flood zone, in an amount not less than one hundred percent (100%) of the total replacement cost of the buildings, betterments and improvements, including, but not limited to, those made by or on behalf of Licensee as well as Licensee's contents, located on the Premises, or the maximum amount available from the National Flood Insurance Program. This coverage shall be provided on a primary basis.
- (C) Windstorm insurance, unless included as a covered peril in the property insurance, in an amount not less than one hundred percent (100%) of the total replacement cost of the building, betterments and improvements, including, but not limited to, those made by or on behalf of Licensee as well as Licensee's contents, located on the Premises, or the maximum amount available under the Florida Windstorm Underwriting Association. This coverage shall be provided on a primary basis.

Additional Insured Endorsement. Licensee shall endorse County as an "Additional Insured" on each liability insurance policy required to be maintained by Licensee, except for Worker's Compensation and Business Auto Liability policies. The CG 2011 Additional Insured - Managers or Lessors of Premises or its equivalent, shall be an endorsement to the Commercial General Liability policy. Other policies, when required, shall provide a standard "Additional Insured" endorsement offered by the insurer. The "Additional Insured" endorsements shall provide coverage on a primary basis. "Additional Insured"

EXHIBIT "D"
INSURANCE REQUIREMENTS

endorsements shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Palm Beach County Department of Airports, 846 Palm Beach International Airport, West Palm Beach, Florida 33406," or as otherwise acceptable to County's Risk Management Department.

Loss Payee Endorsement. Licensee shall endorse County as a "Loss Payee" on the Property, Flood, and Windstorm insurance policies. "Loss Payee" endorsements shall provide coverage on a primary basis and shall read "Palm Beach County Board of County Commissioners, c/o Palm Beach County Department of Airports, 846 Palm Beach International Airport, West Palm Beach, Florida 33406," or as otherwise acceptable to County's Risk Management Department.

Certificate of Insurance. Prior to the Commencement Date, Licensee shall provide County with a certificate of insurance, or certificates of insurance, evidencing limits, coverages and endorsements required herein. All certificates of insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. In the event coverage is cancelled or is not renewed during the Term or any extension thereof, Licensee shall provide County a new certificate of insurance or certificates of insurance evidencing replacement coverage no later than thirty (30) days prior to the expiration or cancellation of the coverage. The certificate holder's name and address shall read "Palm Beach County Board of County Commissioners c/o Palm Beach County Department of Airports, 846 Palm Beach International Airport, West Palm Beach, Florida 33406."

Waiver of Subrogation. By entering into this Lease, Licensee agrees to a Waiver of Subrogation for each policy required to be maintained or maintained by Licensee pursuant to or in connection with this Lease. 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, Licensee 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, a condition to which the policy specifically prohibits such an endorsement, or voids coverage should Licensee enter into such an agreement on a pre-loss basis. Nothing contained in this Section shall be construed as an obligation of Licensee to provide a Waiver of Subrogation in the event that Licensee's insurer will not provide it.

Premiums and Proceeds. Licensee shall not keep, use, sell or offer for sale in or upon the Premises any article which may be prohibited by any, condition, provision, or limitation of the property, flood or wind insurance policies. Licensee shall be responsible for all premiums, including increases, for property, flood and wind insurance policies. Subject to the terms of any Leasehold Mortgage or financing arrangement entered into by Licensee, Licensee agrees that all property, flood and windstorm insurance proceeds shall be made available for use to promptly replace, repair or rebuild the building, betterments and improvements, including, but not limited to, those made by or behalf of Licensee.

EXHIBIT "D"
INSURANCE REQUIREMENTS

Deductibles, Coinsurance, & Self-Insured Retention. Licensee shall be fully and solely responsible for any deductible, coinsurance penalty, or self-insured retention; including any losses, damages, or expenses not covered due to an exhaustion of limits or failure to comply with the policy.

Right to Review or Adjust Insurance. The Risk Management Department may review, modify, reject or accept any required policies of insurance, including, but not limited to, limits, coverages or endorsements, required by this Article from time to time throughout the Term and any extension thereof. County may also reject any insurer or self-insurance plan providing coverage because of poor financial condition or failure to operate legally. In such event, County shall provide Licensee a written notice of rejection, and Licensee shall comply within thirty (30) days of receipt of the notice.

No Representation of Coverage Adequacy. Licensee acknowledges the limits, coverages and endorsements required by this Article are intended to minimize liability for County. Licensee agrees that it will not rely upon the requirements of this Article when assessing the extent or determining appropriate types or limits of insurance coverage to protect Licensee against any loss exposures, whether as a result of this Lease or otherwise.

Garagekeepers Liability. Licensee agrees to maintain, on a primary basis and at its sole expense, at all times during the Term of this Agreement Garagekeepers Liability Insurance covering loss or damage to vehicles in the care, custody, or control of Licensee.

AFFIDAVIT OF LIMITED LIABILITY COMPANY

STATE OF NEW JERSEY
COUNTY OF BERGEN

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 Director of Jet Aviation Associates, LLC, a Florida limited liability company, organized and existing under the laws of the State of Florida ("Company").

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

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

4. The company is a managed limited liability company.

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

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

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

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

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

FURTHER AFFIANT SAYETH NAUGHT,

LICENSEE:
Jet Aviation Associates, LLC, a Florida limited liability company
By: Jet Aviation Associates, LLC, Its Manager

By: David Best
David Best, Director

State of New Jersey
County of Bergen

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this, May 8th day of 2025, by Muriel Abreu Guzman

Personally known ☒ OR produced identification ☐.

Type of identification produced Muriel Abreu Guzman
NOTARY PUBLIC
State of New Jersey
ID # 2416517
My Commission Expires 1/24/2027

NOTARY PUBLIC
My Commission Expires:
State of New Jersey at large



(Notary Seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/08/2025

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 Atlantic Pacific Insurance 11382 Prosperity Farms Road Suite 123 Palm Beach Gardens FL 33410		CONTACT NAME: Ryan Feliciano PHONE (A/C, No, Ext): (561) 624-1800 FAX (A/C, No): (561) 626-3153 E-MAIL ADDRESS: Ryanf@apins.com																						
INSURED Silver Lining Inflight Catering, Inc. 2059 Blount Road Pompano Beach FL 33069		<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Homesite Assurance Co</td><td>11156</td></tr><tr><td>INSURER B:</td><td>Travelers Excess and Surplus Lines Co</td><td>29696</td></tr><tr><td>INSURER C:</td><td>First Financial Insurance Co</td><td>11177</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Homesite Assurance Co	11156	INSURER B:	Travelers Excess and Surplus Lines Co	29696	INSURER C:	First Financial Insurance Co	11177	INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																								
INSURER E:																								
INSURER F:																								

COVERAGES **CERTIFICATE NUMBER:** Silver Lining 24-25 **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		POC-038426-00	09/01/2024	09/01/2025	EACH OCCURRENCE	\$ \$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ \$100,000
							MED EXP (Any one person)	\$ Excluded
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Liquor Liability						PERSONAL & ADV INJURY	\$ \$1,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY						GENERAL AGGREGATE	\$ \$2,000,000
	<input type="checkbox"/> ANY AUTO						PRODUCTS - COMP/OP AGG	\$ \$2,000,000
	<input type="checkbox"/> OWNED AUTOS ONLY						Each Common Cause	\$ \$1,000,000
	<input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$ \$1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			CUP-A029379A-24-NF	09/01/2024	09/01/2025	BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> EXCESS LIAB						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A					EACH OCCURRENCE	\$ \$3,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						AGGREGATE	\$ \$3,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							\$
								\$
C	Inland Marine			951FI00590	09/01/2024	09/01/2025	PER STATUTE	
							OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
							Borrowed, Rented, Lease	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder:
Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, and Employees, c/o Palm Beach County Department of Airports are additional insured with respect to General Liability as required by written contract.

CERTIFICATE HOLDER **CANCELLATION**

<p>Palm Beach County Board of County Commissioners 846 Palm Beach International Airport West Palm Beach FL 33406</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p></p>
--	--

CERTIFICATE OF INSURANCE

This certificate is given as a matter of information only and confers no rights upon the certificate addressee.

Date: May 09, 2025	
This is to certify to:	That the following policy has been issued to:
Jet Aviation International, Inc.	GENERAL DYNAMICS CORPORATION
112 Charles A. Lindbergh Drive	11011 SUNSET HILLS ROAD
Teterboro, NJ 07608	RESTON, VA 20190
Palm Beach County Board of Commissioners a	
Political Subdivision of the State of Florida, its	
Officers and Employees	
c/o Department of Airports	
846 Palm Beach International Airport	
Palm Beach, FL 33406	
Policy No. 9045703 issued by one or more member companies of Global Aerospace Pool through Global Aerospace, Inc.	
Policy Period: from November 01, 2024 to November 01, 2025	

AVIATION OPERATIONS LIABILITY	
Coverages	Limits of Liability
Each Occurrence Limit	\$1,000,000
Damage to Premises Rented to You Limit	\$50,000
Medical Expense Limit (Any One Person)	\$5,000
Personal and Advertising Injury Aggregate Limit	\$1,000,000
General Aggregate Limit (Other than	
Products-Completed Operations and Hangarkeepers)	Not Applicable
Products-Completed Operations Aggregate Limit	Not Covered
Hangarkeepers' Each Accident Limit	Not Covered
Hangarkeepers' Each Aircraft Limit	Not Covered

Coverage includes Garagekeepers Liability \$500,000 per auto, \$2,000,000 aggregate.

RE: License Agreement Between Palm Beach County and Jet Aviation Associates, LLC. Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, and Employees, c/o Department of Airports, 846 Palm Beach International Airport, West Palm Beach, FL 33406-1470

The WHO IS AN INSURED section of the policy has been amended to include the certificate addressee as an insured, but only with respect to liability for injury, damage or loss to which the insurance afforded by the policy applies caused by the Named Insured's acts or omissions.

The Company waives any right of recovery it may have against the certificate addressee it may acquire under the policy but only to the same extent that the Named Insured has waived its right of recovery against the certificate addressee.

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. This certificate does not amend, extend or otherwise alter the coverages afforded by the policies described herein. Limits may have been reduced by paid claims.

GLOBAL AEROSPACE, INC.

BY:





EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)
05/08/2025

THIS EVIDENCE OF COMMERCIAL 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.

PRODUCER NAME, CONTACT PERSON AND ADDRESS Aon Risk Services, Inc. of Maryland 111 s Calvert St Harborplace Tower 20th Floor Baltimore MD 21202 USA		PHONE (A/C, NO, Ext): (866) 283-7122	COMPANY NAME AND ADDRESS Factory Mutual Insurance Co. P.O. Box 7500 Johnston RI 02919 USA		NAIC NO: 21482
FAX - (A/C, No): (800) 363-0105		E-MAIL ADDRESS:		IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH	
CODE:		SUB CODE:		POLICY TYPE Commercial Property	
AGENCY CUSTOMER ID #: 10000136		NAMED INSURED AND ADDRESS Jet Aviation International, Inc. 112 Charles A. Lindbergh Drive Teterboro NJ 07608 USA		LOAN NUMBER	POLICY NUMBER 1138171
ADDITIONAL NAMED INSURED(S)		EFFECTIVE DATE 10/1/2024	EXPIRATION DATE 10/1/2025	CONTINUED UNTIL TERMINATED IF CHECKED	
		THIS REPLACES PRIOR EVIDENCE DATED:			

PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) ☒ BUILDING OR ☒ BUSINESS PERSONAL PROPERTY

LOCATION/DESCRIPTION
RE: License Agreement Between Palm Beach County and Jet Aviation Associates, LLC.

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		PERILS INSURED	BASIC	BROAD	SPECIAL	X	All Risk - Subject to Exclusions	
COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE:		\$15,000,000		Loss Limit		DED: \$5,000,000		
		YES	NO	N/A				
<input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> RENTAL VALUE					If YES, LIMIT:		Actual Loss Sustained; # of months:	
BLANKET COVERAGE		X			If YES, indicate value(s) reported on property identified above		\$15,000,000	
TERRORISM COVERAGE		X			Attach signed Disclosure Notice / DEC			
IS THERE A TERRORISM-SPECIFIC EXCLUSION?			X					
IS DOMESTIC TERRORISM EXCLUDED?			X					
LIMITED FUNGUS COVERAGE		X			If YES, LIMIT:		Included	DED: \$5,000,000
FUNGUS EXCLUSION (If "YES", specify organization's form used)			X					
REPLACEMENT COST		X						
AGREED AMOUNT			X					
COINSURANCE			X		If YES, %			
EQUIPMENT BREAKDOWN (If Applicable)		X			If YES, LIMIT:		Included	DED: \$5,000,000
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg		X			If YES, LIMIT:		Included	DED: \$5,000,000
- Demolition Costs		X			If YES, LIMIT:		Included	DED: \$5,000,000
- Incr. Cost of Construction		X			If YES, LIMIT:		Included	DED: \$5,000,000
EARTH MOVEMENT (If Applicable)		X			If YES, LIMIT:		See Attached	DED: See Attached
FLOOD (If Applicable)		X			If YES, LIMIT:		See Attached	DED: See Attached
WIND / HAIL INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:					If YES, LIMIT:		See Attached	DED: See Attached
NAMED STORM INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:					If YES, LIMIT:		See Attached	DED: See Attached
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS		X						

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.

ADDITIONAL INTEREST

CONTRACT OF SALE	LENDER'S LOSS PAYABLE	X	LOSS PAYEE	LENDER SERVICING AGENT NAME AND ADDRESS
MORTGAGEE	X	Add' Insured		
NAME AND ADDRESS Palm Beach County Board of Commissioners a Political Subdivision of the State of Florida, its Officers and Employees c/o Department of Airports 846 Palm Beach International Airport Palm Beach FL 33406 USA				AUTHORIZED REPRESENTATIVE <i>Aon Risk Services, Inc. of Maryland</i>

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Holder Identifier: Certificate No : 570112475736



ADDITIONAL REMARKS SCHEDULE

AGENCYAon Risk Services, Inc. of Maryland		NAMED INSURED	
POLICY NUMBER		Jet Aviation International, Inc.	
See Certificate Number:570112475736			
CARRIER	570112475736	NAIC CODE	EFFECTIVE DATE:
See Certificate Number:			

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 28 FORM TITLE: Evidence of Commercial Property Insurance

PROPERTY INFORMATION

REMARKS (Including Special Conditions)

Palm Beach County Board of County Commissioners, c/o Palm Beach County Department of Airports, 846 Palm Beach International Airport, West Palm Beach, Florida 33406 is included as Additional Insured in accordance with the policy provisions of the Commercial Property Coverage policy. Palm Beach County Board of County Commissioners, c/o Palm Beach County Department of Airports, 846 Palm Beach International Airport, West Palm Beach, Florida 33406 is included as Loss Payee in accordance with the policy provisions of the Commercial Property Coverage with respect to property located at the above referenced location. A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the Commercial Property Coverage policy. Ordinance & Law is included in the Property Coverage Loss Limit. See addendum for participation and deductible. Earth movement, Flood, Wind/ Hail limits referenced reflect the policy aggregate limits.



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services, Inc. of Maryland		NAMED INSURED Jet Aviation International, Inc.
POLICY NUMBER See Certificate Number: 570112475736		
CARRIER See Certificate Number: 570112475736	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,	
FORM NUMBER: ACORD 28	FORM TITLE: Evidence of Commercial Property Insurance
<p>\$1,400,000,000 Layer - Cont.</p> <p>Policy: PPR669250914 Carrier: Zurich American Insurance Company (8.9304%) *Policy: GENDYNAMIC01430P11 Carrier: Chubb Bermuda Insurance Ltd (9.6429%) *Policy: PX24452201 Carrier: Hamilton Re, Ltd. (2.2607%) Policy: EXP7000492 Carrier: Mitsui Sumitomo Insurance Company of America (1.7857%) Policy: PTNAM2413671 Carrier: Lloyds Syndicate 9861 ARK (6.4286%) *Policy: GENDYNAMIC01430P11 Carrier: Chubb Bermuda Insurance Ltd (25.7143%)</p>	



ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: ACORD 28 **FORM TITLE:** Evidence of Commercial Property Insurance

sub-limits

Earth Movement

USD 250,000,000 annual aggregate, not to exceed the following:

1. USD 250,000,000 annual aggregate, not to exceed the following:
1. USD 150,000,000 annual aggregate for property located in New Madrid Seismic Zone
2. USD 150,000,000 annual aggregate for property located in California, USA
3. USD 100,000,000 annual aggregate for property located in Colombia; Ecuador; Jamaica; Mexico; New Zealand; Peru; the Philippines; Romania; Türkiye; the Commonwealth of Puerto Rico; Yuma, Arizona, Alaska and Hawaii, USA, combined
4. USD 100,000,000 annual aggregate for property located in Pacific Northwest Seismic Zone
5. USD 25,000,000 annual aggregate for property located in Israel
6. USD 50,000,000 annual aggregate for CONTINGENT TIME ELEMENT EXTENDED

Flood

USD 250,000,000 annual aggregate, not to exceed the following:

1. USD 25,000,000 annual aggregate for property located in Israel
2. USD 50,000,000 annual aggregate for CONTINGENT TIME ELEMENT EXTENDED

wind

for wind loss associated with or happening in conjunction with a storm or weather disturbance identified by name by any meteorological authority, whether or not named prior to the loss: USD 250,000,000, not to exceed USD 50,000,000 for CONTINGENT TIME ELEMENT EXTENDED



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services, Inc. of Maryland		NAMED INSURED Jet Aviation International, Inc.	
POLICY NUMBER See Certificate Number: 570112475736			
CARRIER See Certificate Number: 570112475736	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,	
FORM NUMBER: ACORD 28	FORM TITLE: Evidence of Commercial Property Insurance
Deductibles	
Earthquake for property located in Colombia; Ecuador; Israel; Italy; Jamaica; Mexico; New Madrid Seismic Zone, Group B Listing; New Zealand; Pacific Northwest Seismic Zone; Peru; the Philippines; Romania; Turkiye; and Alaska, California, Hawaii, the Commonwealth of Puerto Rico and Yuma, Arizona, USA: Property Damage: 5% per location Time Element: 5% per location The above are subject to a minimum of USD 5,000,000 for Property Damage and Time Element combined.	
Flood USD 5,000,000 per location for locations described on Flood Locations.	
Wind 1. for wind loss associated with or happening in conjunction with a storm or weather disturbance identified by name by any meteorological authority, whether or not named prior to the loss: for locations described on Wind Areas, Appendix C located in Tier 1 and Tier 2 Wind Areas: Property Damage: 5% per location Time Element: 5% per location The above are subject to a minimum of USD 5,000,000 for Property Damage and Time Element combined. 2. for wind loss associated with or happening in conjunction with a storm or weather disturbance identified by name by any meteorological authority, whether or not named prior to the loss: for locations described on Wind Areas, Appendix C located in United States Northeast and Canada wind Areas: USD 5,000,000 per location	
Locations described on Foreign Locations USD 250,000	
All other Losses USD 5,000,000	