

AGENDA ITEM SUMMARY

[X] Consent
[] Workshop

☐ Regular
☐ Public Hearing

Submitted By: Department of Airports

Motion and Title: Staff recommends motion to approve: Fifth Amendment (Amendment) to Fixed Based Operator Lease Agreement (R2010-1109) (Agreement) at the North Palm Beach County General Aviation Airport (F45) and Palm Beach County Glades Airport (PHK) with Signature Flight Support LLC, a Delaware limited liability company (Signature), extending the term of the Agreement for up to one (1) year from September 1, 2026, through August 31, 2027, upon the same terms and conditions with the right to terminate for convenience upon 90 days' prior written notice, and updating certain contractual provisions to comply with current federal, state, and County requirements.

Summary: Signature provides fixed base operator (FBO) services for general aviation aircraft at both F45 and PHK pursuant to the Agreement, including aircraft fueling, aircraft maintenance, hangar rentals, and related aeronautical services. The Agreement is scheduled to expire on August 31, 2026. Due to staffing constraints associated with vacancies and increased volume of work, additional time is needed to complete the solicitation process for a new agreement. To ensure continuity of FBO services during this period, the Department is requesting approval of a short-term extension. The Amendment extends the Agreement for one (1) additional year, through August 31, 2027, under the same terms and conditions, with the County retaining the right to terminate the Lease for convenience with 90 days' prior written notice. The Agreement will be terminated concurrently with the execution of a new lease resulting from the solicitation process. The Amendment also updates various provisions to align with current federal, state, and County requirements. **Countywide (AH)**

Background and Justification: The Lease was originally awarded to Piedmont Hawthorne Aviation, LLC, d/b/a Landmark Aviation, pursuant to Request for Proposals No. NCGL 10-5 for the provision of fixed base operator services at F45 and PHK. Through subsequent name changes and internal corporate reorganization, all rights duties, obligations and interests under the Lease vested in Signature Flight Support LLC. The Amendment is needed to ensure continuity of FBO services pending completion of the solicitation process.

1. Fifth Amendment (3) (w/Exhibits G, H, and I)

Recommended By: Lana Bube 7/13/26
sub Department Director Date

Approved By: _____ Date: _____
Chief Deputy County Administrator

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	<u>(\$114,963)</u>	<u>(\$1,264,598)</u>	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>(\$114,963)</u>	<u>(\$1,264,598)</u>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>

ADDITIONAL FTE

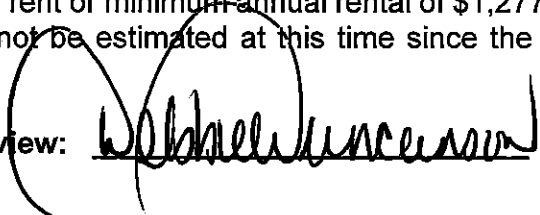
POSITIONS (Cumulative) _____

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 8240/8250 Resource various
Reporting Category _____

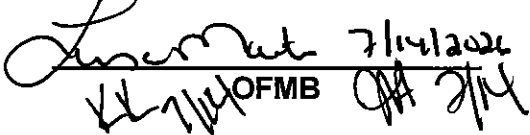
B. Recommended Sources of Funds/Summary of Fiscal Impact:

For the term of the extension, Signature will pay annual rental in the amount of \$102,269.18 plus the greater of percentage rent or minimum annual rental of \$1,277,292. Signature will also pay fuel flowage fees, which cannot be estimated at this time since the payments will be based on fuel sales.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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

 7/14/2026
OFMB 7/14

 7/15/26
Contract Dev. and Control

B. Legal Sufficiency:

Anne Welfant 7/16/26
Assistant County Attorney

C. Other Department Review:

Department Director

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

**FIFTH AMENDMENT TO FIXED BASE OPERATOR LEASE AGREEMENT
BETWEEN PALM BEACH COUNTY AND SIGNATURE FLIGHT SUPPORT LLC**

This Fifth Amendment to Fixed Based Operator Lease Agreement (this "Amendment") is made and entered into this _____ by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and **Signature Flight Support LLC**, a Delaware limited liability company, having its office and principal place of business at 13485 Veterans Way, Suite 600, Orlando, FL 32827 ("Tenant").

WITNESSETH:

WHEREAS, County, by and through its Department of Airports, owns and operates the North Palm Beach County General Aviation Airport and Palm Beach County Glades Airport, both of which are located in Palm Beach County, Florida ("Airports"); and

WHEREAS, pursuant to Request for Proposals for Fixed Base Operator Lease Agreement at the Airports, RFP No. NCGL 10-5 for the provision of fixed base operator services at both Airports, the County entered that certain Fixed Base Operator Lease Agreement dated July 20, 2010 (R2010-1109), as amended ("Lease") with Piedmont Hawthorne Aviation, LLC, d/b/a Landmark Aviation; and

WHEREAS, on February 10, 2016, Piedmont Hawthorne Aviation, LLC, d/b/a Landmark Aviation, changed its fictitious name to Piedmont Hawthorne Aviation, LLC, d/b/a Signature Flight Support; and

WHEREAS, as a result of an internal reorganization, Piedmont Hawthorne Aviation, LLC, d/b/a Landmark Aviation, merged with its parent Signature Flight Support LLC, vesting Signature Flight Support LLC with all rights duties, obligations and interests in and to the Lease; and

WHEREAS, pursuant to Section 125.35, Florida Statutes, the Board of County Commissioners ("Board") may negotiate the terms of a lease at the Airports under terms and conditions negotiated by the Board; and

WHEREAS, the Board has determined that it is in the best interest of the County to extend the Lease on a short-term basis and the parties desire to extend the Lease on a short-term basis, and to amend the Lease as provided for herein.

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

1. Recitals. The recitals set forth above are true and correct and incorporated herein by this reference. Terms not defined herein shall have the meaning ascribed to them in the Lease.

2. Second Extended Term; Termination for Convenience. The Term of the Lease shall be extended from September 1, 2026, to August 31, 2027 ("Second Extended Term"); provided, however, during the Second Extended Term, the County may, in County's sole and absolute

discretion, terminate the Lease for convenience, without compensation whatsoever to Tenant, at any time upon not less than ninety (90) days' written notice to Tenant in advance of such termination. The Second Extended Term shall be upon the same terms and conditions as set forth in the Lease, except as otherwise provided for in this Amendment.

3. Rental During the Extended Term. Notwithstanding any provision of the Lease to the contrary, there shall be no adjustment to the Minimum Annual Rental during the Extended Term.

4. Security Deposit; Annual Report. Throughout the Extended Term, and for a period of six (6) months thereafter, Tenant shall maintain a Security Deposit in the amount of Six Hundred Thirty-Eight Thousand, Nine Hundred Fifty-Three Dollars and Twenty-Nine Cents (\$638,953.29). Tenant shall provide the final Annual Report, covering the entire Extended Term, to County not later than ninety (90) days following the expiration or earlier termination of the Extended Term.

5. Section 25.01, Non-Discrimination in County Contracts, of the Lease is hereby deleted in its entirety and replaced with the following:

25.01 Non-Discrimination in County Contracts. 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 R2025-0748, as may be amended, Tenant warrants and represents that throughout the term of this Lease, 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, or genetic information. Failure to meet this requirement shall be considered a default of this Lease.

6. Section 25.02, Federal Non-Discrimination Covenants, of the Lease is hereby deleted in its entirety and replaced with the following:

25.02 Federal Contract Provisions. Tenant represents and warrants to County that Tenant shall comply with all applicable requirements of the Federal Contract Provisions set forth in Exhibit "H", which is attached hereto and incorporated herein by reference. County may update the Federal Contract Provisions by providing written notice thereof to Tenant, whereupon, this Lease shall be considered amended, without formal amendment thereto, to replace Exhibit "H". Tenant shall require all contractors, subcontractors, sub-tenants, joint venture partners and any other company doing business by, or through Tenant, at the Airport to comply with the Federal Contract Provisions of this Lease and shall incorporate the Federal Contract Provisions in all subcontracts and agreements with companies performing services under this Lease.

7. Section 27.03, Subordination to Governmental Agreements, of the Lease is hereby deleted in its entirety and replaced with the following:

27.03 Subordination to Governmental Agreements. This Lease shall be subject and subordinate to all the terms and conditions of any instrument and documents under which County acquired the land or improvements thereon and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Tenant understands and agrees that this Lease shall be subordinate to the provisions of any existing or future agreement between County and the United States of America or the State of Florida, and their respective agencies, the execution of which has been or may be required as a condition precedent to the expenditure of state or federal funds, including, without limitation, grant agreements and associated assurances, (hereinafter collectively referred to as “Grant Obligations”). The Grant Obligations shall be considered incorporated into this Lease by reference, including any amendments or modifications thereto. Notwithstanding any provision of this Lease to the contrary, Tenant agrees it shall comply with all Grant Obligations applicable to Tenant by virtue of this Lease. County agrees to provide Tenant with written notice of any new or amended Grant Obligations, which modify Tenant’s obligations hereunder. In the event of conflict between any provision of this Lease and the Grant Obligations, the parties acknowledge and agree the provisions of the Grant Obligations shall prevail.

8. Section 27.31, Scrutinized Companies, of the Lease is hereby deleted in its entirety and replaced with the following:

27.31 Scrutinized Companies.

- A. As provided in section 287.135, Florida Statutes, as may be amended, by entering into this Lease or performing any work in furtherance hereof, the Tenant certifies that it, its affiliates, suppliers, subcontractors 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 section 215.4725, Florida Statutes, as may be amended. Pursuant to section 287.135(3)(b), Florida Statutes, as may be amended, if Tenant is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Lease may be terminated at the option of the County.
- B. When Lease value is greater than \$1 million: As provided in section 287.135, Florida Statutes, as may be amended, by entering into this Lease or performing any work in furtherance hereof, the Tenant certifies that it, its affiliates, suppliers, subcontractors 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 Terrorism Sectors List created pursuant to section 215.473, Florida Statutes, as may be amended, or is engaged in business operations in Cuba or Syria. Pursuant to section 287.135(3)(a), Florida Statutes, as may be amended, if Tenant is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or been engaged in business

operations in Cuba or Syria, or has been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, this Lease may be terminated at the option of the County.

If the County determines, using credible information available to the public, that a false certification has been submitted by Tenant, this Lease may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Lease shall be imposed, pursuant to section 287.135, Florida Statutes, as may be amended. Said certification must also be submitted at the time of Lease renewal, if applicable.

9. Amendment of Article 27. Article 27, Miscellaneous, is hereby amended to add the following:

27.32 Digital Accessibility Compliance. Tenant acknowledges that the County is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. Tenant represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Lease that may be electronically displayed, accessed, distributed, or made available to the public by the County shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice.

All electronic documents submitted to the County, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery.

Tenant shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Lease. Upon request, Tenant shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the County to be noncompliant, Tenant shall promptly remediate the noncompliance at no additional cost to the County and within a timeframe specified by the County. Tenant shall ensure that any third-party digital content or platforms used in performance of this Lease either comply with the requirements herein or that an accessible alternative acceptable to the County is provided.

Failure to comply with this subsection shall constitute a material breach of this Lease.

10. Updated Nongovernmental Entity Human Trafficking Affidavit. Exhibit "G" to the Lease is hereby deleted in its entirety and replaced with the Exhibit "G" to this Amendment.

11. Amendments to Exhibits. Tenant has executed the attached Exhibit "I", Disclosure of Ownership Interests, which is incorporated herein by reference.

12. Ratification of Agreement. Except as specifically modified herein, all of the terms and conditions of the Lease shall remain unmodified and in full force and effect and are hereby ratified and confirmed by the parties hereto.

13. Conflict. In the event of a conflict between any provision of this Amendment and the provisions of the Lease, the provisions of this Amendment shall control.

14. Paragraph Headings. The heading of the various sections of this Amendment are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Amendment or the Lease.

14. Exhibits. All exhibits attached hereto and referenced herein shall be deemed to be incorporated in the Lease by reference

15. Effective Date. This Amendment shall become effective when signed by both the parties and approved by the Board of County Commissioners.

{Remainder of page intentionally left blank.}

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

ATTEST:
MICHAEL A. CARUSSO, CLERK
of the CIRCUIT COURT AND
COMPTROLLER

PALM BEACH COUNTY,
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Sara Baxter, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: Arne Helgert
County Attorney

By: Paul Bels
Director, Department of Airports

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

TENANT:
SIGNATURE FLIGHT SUPPORT LLC

Celina Chan
Signature

By: Tony Lefebvre
Signature

Celina Chan
Print Name

Tony Lefebvre
Print Name

Eric S. Hill
Signature

Chief Executive Officer
Title

Eric S. Hill
Print Name

(SEAL)

EXHIBIT "G"
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 Signature Flight Support LLC ("Tenant") and attest that Tenant 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.

Ty h

(signature of officer or representative)

Tony Lefebvre

(printed name of officer or representative)

State of Florida

County of Orange

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this, 18th day of May, 2026, by Tony Lefebvre.

Personally known ☒ OR produced identification ☐.

Type of identification produced _____.

[Signature]

NOTARY PUBLIC
My Commission Expires: 09/17/2026
State of Florida at large



(Notary Seal)

EXHIBIT "H"
FEDERAL CONTRACT PROVISIONS

FEDERAL CONTRACT PROVISIONS

- A. Title VI Clauses for Compliance with Nondiscrimination Requirements. During the performance of this Contract, the Tenant, for itself, its assignees, and successors in interest, agrees as follows:
1. Compliance with Regulations. The Tenant 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 Contract.
 2. Nondiscrimination. The Tenant, with regard to the work performed by it during this Contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Tenant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when this Contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21, including amendments thereto.
 3. Solicitations for Subcontracts, including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation made by the Tenant 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 the Tenant of the Tenant's obligations under this Contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
 4. Information and Reports. The Tenant 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 Tenant is in the exclusive possession of another who fails or refuses to furnish the information, the Tenant 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 Tenant's noncompliance with the non-discrimination provisions of this Contract, the 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 the Tenant under this Contract until the Tenant complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
 6. Incorporation of Provisions. The Tenant 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. The Tenant 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 the Tenant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Tenant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Tenant 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 Contract, the Tenant, 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), including amendments thereto;
 - 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; and
 - 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. The Tenant 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 the Tenant will use the Tenant 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, the County will have the right to terminate this Contract and to enter or re-enter and repossess any areas licensed for the Tenant' use hereunder and the facilities thereon, and hold the same as if this Contract had never been made or issued.
- D. Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program. The Tenant 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 Contract 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 Tenant 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, the County will have the right to terminate this Contract and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if this Contract had never been made or issued.
- E. General Civil Rights Provision. The Tenant 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 the Tenant transfers its obligation to another, the transferee is obligated in the same manner as the Tenant. This provision obligates the Tenant for the period during which the property is owned, used or possessed by Tenant 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 "I"
DISCLOSURE OF OWNERSHIP INTERESTS AFFIDAVIT

TO: PALM BEACH COUNTY CHIEF OFFICER,
OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF Florida
COUNTY OF Orange

BEFORE ME, the undersigned authority, this day personally appeared Maria L. Garton, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:
☐ an individual *or*
☒ the Manager of Signature Flight Support, LLC.
[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.]. The Affiant or the entity the Affiant represents herein seeks to do business with Palm Beach County through its Board of County Commissioners.

2. Affiant's address is: 13485 Veterans Way, Suite 600, Orlando, FL 32827

3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon by Palm Beach County and the Board of County Commissioners. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.

M L Garton
Maria L. Garton, Affiant
(Print Affiant Name)

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence ☐ online notarization, this 23rd day of June, 2026, by Maria L. Garton, who is personally known to me -OR- produced _____ as identification and who did take an oath.

STATE OF Florida
COUNTY OF Orange

Sin Ming Celina Chan
(Signature of Notary)
Sin Ming Celina Chan
(Notary's Printed Name)



My Commission Expires: 09/17/2026

Affiant must identify all entities and individuals owning five percent (5%) or more ownership interest in Affiant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant's principal is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to any nonprofit corporation, government agency, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Address

13485 Veterans Way. Suite 600, Orlando, Florida 32827



Palm Beach County
Compliance Summary Report

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX00000738	Signature Flight Support LLC	Modified	Compliant					F45-HA-10-01	Fixed Base Operator Lease Agmt (F45 & PK)
		A+g , XV	Allianz Global Corporate & Specialty SE	Avlon2501404	12/31/2025	12/31/2027	Aircraft Liability		
		A , XV	Starr Indemnity & Liability Company	1000600306251	12/31/2025	12/31/2026	Auto Liability		
		A , XV	Starr Indemnity & Liability Company	1000600307251	12/31/2025	12/31/2026	Auto Liability		
		A+g , XV	Allianz Global Risks US Insurance Company	ust00137925	12/31/2025	12/31/2026	Excess Liability		
		A+g , XV	Allianz Global Corporate & Specialty SE	avlon2501404	12/31/2025	12/31/2027	General Liability		
		NR ,	Underwriters at Lloyd's London (KY)	AVLON2501404	12/31/2025	12/31/2026	HangerKeepers Liability		
		A++g , XV	Illinois Union Insurance Company	PPIG27849404004	12/31/2025	12/31/2028	Pollution Liability		
		A , XV	Starr Indemnity & Liability Company	1000002961	12/31/2025	12/31/2026	Workers Comp		

Risk Profile : Standard - General Services
Required Additional Insured : Palm Beach County Board of County Commissioners
Ownership Entity :

AFFIDAVIT OF LIMITED LIABILITY COMPANY

STATE OF FLORIDA
COUNTY OF ORANGE

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

The undersigned is the Secretary of Signature Flight Support LLC, a Delaware limited liability company ("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 manager managed limited liability company.

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

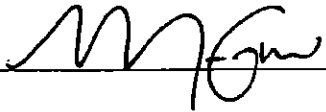
6. That Tony Lefebvre has the right and authority to enter into that certain Fourth Amendment to Fixed Based Operator Lease Agreement between Palm Beach County, a political subdivision of the State of Florida and the Company (the "Agreement"), which is incorporated herein by reference and made a part 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.

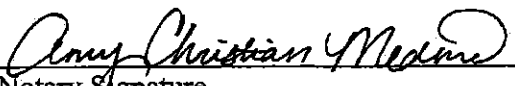
FURTHER AFFLIANT SAYETH NAUGHT,



Maria Garton, Individually and as
Manager

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence -OR-
☐ online notarization, this 28th day of May, 2025, by Maria Garton, the
Manager of Signature Flight Support LLC, on behalf of the Company, who is personally
known to me -OR- produced _____, as
identification and who did take an oath.




Notary Signature

Amy Christian Medina
Print Notary Name

NOTARY PUBLIC
State of Florida at large

My Commission Expires:

4/13/2029

CONTINUATION
CERTIFICATE

ATLANTIC SPECIALTY INSURANCE COMPANY , Surety upon

a certain Bond No. 800014712

dated effective 10/20/2014
(MONTH-DAY-YEAR)

on behalf of SIGNATURE FLIGHT SUPPORT LLC
(PRINCIPAL)

and in favor of PALM BEACH COUNTY DEPARTMENT OF AIRPORTS
(OBLIGEE)

does hereby continue said bond in force for the further period

beginning on October 20, 2025
(MONTH-DAY-YEAR)

and ending on October 20, 2026
(MONTH-DAY-YEAR)

Amount of bond \$ 638,953.29

Description of bond Commercial Fixed Base Operations - Lease Agreement R2010-1109.

Premium: \$ 4,473.00

PROVIDED: That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on October 22, 2025
(MONTH-DAY-YEAR)

ATLANTIC SPECIALTY INSURANCE COMPANY

By Debra A. Deming
ATTORNEY-IN-FACT Debra A. Deming



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Aklima Noorhassan, Anne Potter, Beverly A. Woolford, Debra A. Deming, Frances Rodriguez, Francesca Kazmierczak, Jennifer Jakaitis, Peter Healy, Sandra Diaz, Susan A. Welsh, Valerie Spates, Vilma Gonzalez, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

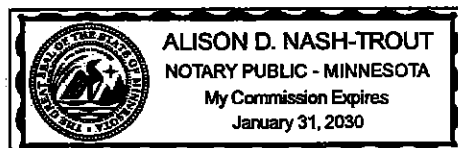


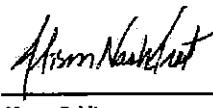
STATE OF MINNESOTA
HENNEPIN COUNTY

By


Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.




Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 22nd day of October, 2025.



This Power of Attorney expires
January 31, 2030


Kara L.B. Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

RIDER

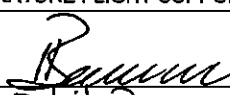
To be attached to and form a part of Bond No. 800014712
executed by SIGNATURE FLIGHT SUPPORT LLC as Principal
and by ATLANTIC SPECIALTY INSURANCE COMPANY as Surety,
in favor of PALM BEACH COUNTY DEPARTMENT OF AIRPORTS,
and effective as of October 20, 2014,
In consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to
changing Penal Sum of Bond:

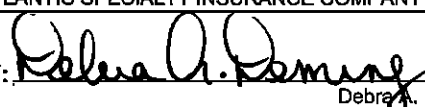
FROM: \$530,508.17

TO: \$638,953.29

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein
expressly stated. This rider is effective on the 1st day of September, 2024.

Signed and sealed this 12th day of November, 2024.

SIGNATURE FLIGHT SUPPORT LLC
Principal
BY: 
John Baumann V.P. & Treasurer

ATLANTIC SPECIALTY INSURANCE COMPANY
Surety
BY: 
Debra A. Deming Attorney-in-Fact



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Aklima Noorhassan, Anne Potter, Beverly A. Woolford, Debra A. Deming, Frances Rodriguez, Francesca Kazmierczak, Jennifer Jakaitis, Peter Healy, Sandra Diaz, Susan A. Welsh, Valorie Spates, Vilma Gonzalez**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

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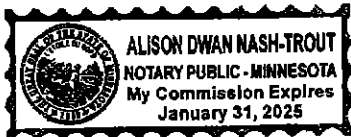
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

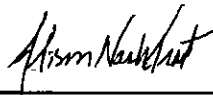
STATE OF MINNESOTA
HENNEPIN COUNTY



By 
Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



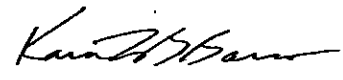

Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 12th day of November, 2024



This Power of Attorney expires
January 31, 2025


Kara L.B. Barrow, Secretary