

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

Meeting Date: November 21, 2006

☒ Consent

☐ Regular

☐ Workshop

☐ Public Hearing

Department:

Submitted By: Department of Airports

Submitted For:

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve: First Amendment to the Fixed Base Operation Lease Agreement ("FBO Agreement") with Signature Flight Support Corporation, a Delaware corporation.

**Summary:** On September 30, 2004 the Board approved a lease agreement with Signature Flight Support Corporation for a fixed base operation at the Palm Beach International Airport (R-2004-1990). The Department of Airports is recommending approval of an amendment to the FBO Agreement correcting minor errors and inconsistencies contained in the FBO Agreement. **Countywide (LMB)**

**Background and Justification:** The FBO Agreement contained an error in the square footage of one of the buildings located on the property. The preamble to the FBO Agreement also included an error in the name of the corporation although it was correct on the signature page of the agreement. This amendment will correct both errors. All billings and payments to date have been in the correct amounts, and there is no financial impact to the County as the result of this amendment.

**Attachment:** First Amendment (3 originals)  
Lease Agreement R-2004-1990

Recommended By:

Department Director

Date

Approved By:

County Administrator

Date



## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0</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 \_\_\_\_\_  
Budget Account No: Fund \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
Reporting Category \_\_\_\_\_

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

No Fiscal Impact

C. Departmental Fiscal Review: CM Simon

## III. REVIEW COMMENTS

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

Adm. Out 10-24-06  
OFMB  
10/24/06  
atw 10-24-06  
10-24-06

Jim J. Jacobson 10/25/06  
Contract Dev. and Control  
10/26/06  
This amendment complies with  
our review requirements.

### B. Legal Sufficiency:

Laura Burke  
Assistant County Attorney

### C. Other Department Review:

\_\_\_\_\_  
Department Director



**FIRST AMENDMENT TO THE  
FIXED BASE OPERATION LEASE AGREEMENT  
BETWEEN PALM BEACH COUNTY AND  
SIGNATURE FLIGHT SUPPORT CORPORATION**

**THIS FIRST AMENDMENT** (this "Amendment") is made and entered into \_\_\_\_\_, 2006, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and Signature Flight Support Corporation, a Delaware Corporation, having its office and principal place of business at Palm Beach International Airport, 1500, Perimeter Road, West Palm Beach, Florida 33406 ("Tenant").

**WITNESSETH:**

**WHEREAS**, County and Signature Flight Support Corporation, entered into that certain Fixed Base Operation Lease Agreement (the "Lease") dated September 30, 2004 (R-2004-1990); and

**WHEREAS**, the Lease contained an error in the square footage of Building 1500 (the "Terminal"). The second floor of the Terminal was not included in the total approximate square footage stated in Article 5.03 (A) (1) East Tract, part (a) (2) Building 1500, consisting of approximately 6,233 square feet. The correct total approximate square footage including both floors of the Terminal building is 9,550 square feet; and

**WHEREAS**, the Lease contained an error in the legal name of the Corporation; and

**WHEREAS**, the parties desire to amend the Lease to make corrections in order to maintain accuracy.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants herein contained, and for such 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. The recitals set forth above are true and correct and incorporated herein by this reference. Terms not defined in this Amendment shall have the meanings ascribed to them in the Lease.

2. Article 5.03 (A) (1), part (a) of the Lease is hereby deleted in its entirety and replaced by the following:

(a) December 1, 2005:

(1) Building 1500-A, consisting of approximately 33,385 square feet; and

(2) Building 1500, consisting of approximately 9,550 square feet.

3. Wherever the name, "Signature Flight Support Corporation of Palm Beach, Inc.", appears in the Lease, it will be replaced in its entirety by the following:

Signature Flight Support Corporation

4. Except as specifically amended herein, all the terms and conditions of the Lease are hereby confirmed and remain in full force and effect.

5. This Amendment will become effective when executed by the parties and approved by the Palm Beach County Board of County Commissioners.



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

ATTEST:

PALM BEACH COUNTY, a political subdivision of the State of Florida by its Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chair

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS

By: *Sam Beeg*  
Director, Department of Airports

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

Witness: *Susan J. Grissinger*  
Signature

*Susan J. Grissinger*  
Print Name

Witness: *Michelle L. Dadisman*  
Signature

*Michelle L. Dadisman*  
Print Name

TENANT:

Signature Flight Support Corporation

By: *Stephen W. Lee*  
Signature

STEPHEN W. LEE  
Print Name

CHIEF OPERATING OFFICER  
Title

(Seal)

APPROVED AS TO FORM:  
*WMM 10/6/06*  
LEGAL DEPT.



**LEASE AGREEMENT FOR FIXED BASE OPERATION  
AT PALM BEACH INTERNATIONAL AIRPORT**

R2004 1990  
SEP 30 2004

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**Department of Airports**

**Palm Beach County, Florida**

***Signature Flight Support Corporation of Palm Beach, Inc.***



LEASE AGREEMENT FOR FIXED BASE OPERATION  
AT PALM BEACH INTERNATIONAL AIRPORT

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R2004 1990

**LEASE AGREEMENT FOR FIXED BASE OPERATION  
AT PALM BEACH INTERNATIONAL AIRPORT**

**THIS LEASE** is made and entered into SEP 30 2004, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and Signature Flight Support Corporation of Palm Beach, Inc., a Florida corporation, having its office and principal place of business at 1500 Perimeter Road, West Palm Beach, Florida 33406 ("Tenant").

**WITNESSETH:**

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

**WHEREAS**, County has certain building and ground areas at the Airport, which are available for leasing on triple net basis; and

**WHEREAS**, Tenant desires to lease certain buildings and ground areas for the purpose of providing fixed base operator services to the general public at the Airport; and

**WHEREAS**, County is permitted to negotiate a lease of an airport facility notwithstanding the provisions of section 125.35, Florida Statutes, and Tenant desires to use the buildings and ground area in conjunction with its aeronautical activities on the Airport; and

**WHEREAS**, the parties desire to replace the Prior Lease with this Lease.

**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:

**ARTICLE 1**  
**RECITALS**

The foregoing recitals are true and correct and are hereby incorporated herein by reference.



## **ARTICLE 2**

### **DEFINITIONS**

The following terms set forth below, when used in this Lease, shall be defined as follows:

- 2.01 "Additional Rent" has the meaning ascribed to it in Article 5.16.
- 2.02 "Additional Insured" has the meaning ascribed to it in Article 13.08.
- 2.03 "Adjustment Date" has the meaning ascribed to it in Article 5.11(A).
- 2.04 "Aircraft Apron Fees" has the meaning ascribed to in Article 5.04(B).
- 2.05 "Aircraft Fuel Farm Facility" means the fuel storage facility and related appurtenances more particularly identified in Exhibit "A".
- 2.06 "Aircraft Parking Apron" means that portion of the Premises more particularly identified in Exhibit "A" as the "Aircraft Parking Apron," containing approximately 888,366 square feet.
- 2.07 "Aircraft Parking Fees" means the aircraft parking fees established by the Board on September 7, 1982 and amended July 28, 1987, and as such fees may be amended or superceded.
- 2.08 "Airport" means the Palm Beach International Airport located in Palm Beach County, Florida.
- 2.09 "Airport Rules and Regulations" means the Palm Beach County Airport Rules and Regulations adopted by Resolution No. R-98-220, as now or hereafter amended, and any successor ordinance or resolution regulating activities or operations on the Airport.
- 2.10 "Assignment" has the meaning ascribed to it in Article 18.01.
- 2.11 "Bond" has the meaning ascribed to it in Article 5.13.
- 2.12 "Bond Resolution" means the Palm Beach County Airport System Revenue Bond Resolution dated April 3, 1984 (R-84-427), as amended and supplemented, which is hereby incorporated herein by reference and made a part hereof.
- 2.13 "Board" means the Board of County Commissioners of Palm Beach County, Florida.



3.01. 2.14 "Commencement Date" shall have the meaning ascribed to it in Article

2.15 "Department" means the Palm Beach County Department of Airports.

2.16 "Derelict Aircraft" means an aircraft, stored in the open, that:

- (A) Does not hold a current and valid airworthiness certificate issued by the FAA, or other appropriate aircraft certificating authority, together with necessary aircraft registration and maintenance records with a current endorsement by an appropriately rated certificate holder that the aircraft is in an airworthy condition;
- (B) Has been issued a condition notice by the FAA that specifies that the aircraft has one or more conditions which render it not airworthy; or
- (C) Has had major components, accessories, flight controls, portions of the airframe or engines removed so as to render the aircraft not airworthy.

2.17 "Derelict Vehicle" means a vehicle designed for use on the roadways that is in a wrecked, dismantled or partially dismantled condition, or which is discarded and in an inoperable condition.

2.18 "Director" means the Director or Acting Director of the Department of Airports.

2.19 "Effective Date" means the date that this Lease is approved by the Palm Beach County Board of County Commissioners and signed by all parties.

2.20 "FAA" means the Federal Aviation Administration.

2.21 "Fuel Flowage Fees" means the fuel flowage fees established by the Board pursuant to Resolution No. R-87-321, as now or hereafter amended, and any successor.

2.22 "Lease" means this Lease and all exhibits attached hereto, which are incorporated herein by this reference. Words such as "herein," "hereafter," "hereof," "hereby" and "hereunder" when used with reference to this Lease, refer to this Lease as a whole, unless context otherwise requires.



2.23 "Lease Year" means a twelve (12) month period beginning October 1<sup>st</sup> and ending September 30<sup>th</sup>, and each twelve (12) month period thereafter, until the termination of this Lease.

2.24 "Letter of Credit" has the meaning ascribed to it in Article 5.13

2.25 "Minimum Standards" means the "General Aviation Minimum Standards for Palm Beach International Airport" adopted by the Board on March 11, 2003 by Resolution No. R-2003-0411, as now or hereafter amended, and any successor general aviation minimum standards adopted for the Airport by the Board.

2.26 "Plans" has the meaning ascribed to it in Article 8.01(A).

2.27 "Premises" means approximately 1,457,957 square feet of real property more particularly described on Exhibit "A", subject to easements, rights-of-way and any other encumbrances of record, together with all buildings, hangars, structures, aircraft apron areas, pavements, facilities and other improvements now or hereafter constructed thereon.

2.28 "Prior Lease" means that certain Lease Agreement between County and Tenant dated November 21, 1985 (R-85-1846); as amended September 29, 1987 (R-87-1565), March 15, 1994 (R-94-302-D), July 1, 1997 (R-97-805), and November 10, 1998 (R-98-1876); and as assigned to Tenant by that certain Assignment Agreement between International Aviation Palm Beach, Inc., and Tenant dated February 4, 1997 (R-97-169-D).

2.29 "Renewal Term" has the meaning ascribed to it in Article 3.02.

2.30 "Risk Management Department" means the Palm Beach County Risk Management Department.

2.31 "Security Deposit" has the meaning ascribed to it in Article 5.13.

2.32 "Sublease Agreements" has the meaning ascribed to it in Article 18.02.

2.33 "Term" has the meaning ascribed to it in Article 3.01.

2.34 "TSA" means the Transportation Security Administration.

### **ARTICLE 3** **EFFECTIVE DATE AND TERM**

3.01 Term. The term of this Lease shall commence on October 1, 2004 (the "Commencement Date") and terminate on September 30, 2024 (the "Term"), unless sooner



terminated pursuant to the terms of this Lease.

3.02 Option to Renew. Provided that Tenant has not been in default of any of the terms or conditions of this Lease, Tenant shall have the option to renew this Lease for a period of five (5) years ("Renewal Term"), by notifying County in writing of Tenant's intent to exercise its option to renew not later than one hundred eighty (180) days prior to the expiration of the Term of this Lease. All terms and conditions of this Lease shall be applicable during the Renewal Term except the Tenant shall have no renewal option.

#### **ARTICLE 4** **PREMISES AND PRIVILEGES**

4.01 Description of Premises. County hereby demises and leases to Tenant, and Tenant rents from County the Premises subject to the terms, conditions and covenants set forth herein.

4.02 Description of Specific Privileges, Uses and Rights. The rights granted hereunder are expressly limited to the improvement, construction, maintenance and operation of the Premises pursuant to the terms of this Lease.

- (A) Required Products and Services. Tenant shall have the right and obligation to offer those products and services set forth in the Minimum Standards applicable to Tenant's operations as a Fixed Base Operator (as defined therein) on a nonexclusive basis, including, but not limited to:
- (1) Aircraft maintenance.
  - (2) Enclosed aircraft hangar storage and tie-down service.
  - (3) Aircraft parking.
  - (4) Aircraft marshaling and towing.
  - (5) Removal of disabled aircraft.
  - (6) Delivering and dispensing aviation fuels and lubricating oils. In connection with the sale or dispensing of such products upon the Premises or otherwise, County assumes no responsibility for the acts of any supplier regarding delivery, quality of product, or maintenance of supplier-owned or Tenant-owned equipment. Aviation fuels and lubricating oils shall be sold, stored and dispensed by Tenant in accordance with all Federal, State and local laws.
  - (7) Oxygen, nitrogen and compressed air services.



- (8) Ground power.
  - (9) Courtesy transportation.
  - (10) Ground transportation arrangements.
  - (11) Aircraft catering arrangements.
- (B) Optional Products and Services. Tenant shall have the nonexclusive right to provide the following services and products in addition to the required services listed in Article 4.02(A) above:
- (1) Sale of aircraft, aircraft components, parts and accessories.
  - (2) Aerial survey.
  - (3) Aerial photography and mapping.
  - (4) Air ambulance.
  - (5) Aircraft painting and/or aircraft upholstery repair.
  - (6) Scheduled and nonscheduled air charter services for transporting passengers, cargo and mail.
  - (7) Avionics and instrument repair.
  - (8) Propeller repair.
  - (9) Manufacture of aircraft components and accessories.
  - (10) Merchandise shop, selling aviation-related products incidental to the usual activities of a fixed base operation.
  - (11) Airline support services, maintenance and repairs.
  - (12) Aircraft rental.
  - (13) Air cargo and/or courier mail handling facilities and associated aircraft handling, servicing and fueling.
  - (14) Limited food and beverage service provided only by vending machines or a cafeteria provided solely for the employees of Tenant or any subtenant of Tenant.



- (15) Rental car agent for rental car companies authorized by County to conduct business at the Airport.
- (16) Such other compatible aviation-related services for which the Department has given its prior written consent, which consent may be granted or withheld in the Department's sole discretion for any reason or no reason at all.

4.03 Prohibited Uses, Products and Services. Tenant agrees that the Premises shall be utilized solely for the uses permitted herein and for no other purpose whatsoever. Tenant shall not provide any products or services that are not specifically authorized by this Lease or the Department, including, but not limited to, the following products and services:

- (1) Restaurant, coffee shop, lounge, or cafeteria (except a cafeteria provided solely for the employees of Tenant or its subtenants).
- (2) Sale or dispensing of alcoholic beverages.
- (3) Sale of non-aviation products other than the sale of company specialty items of Tenant, such as shirts and hats.
- (4) Air shows.
- (5) Any use prohibited by law or not related to aviation.
- (6) Ultralight vehicles use or operations.

4.04 Description of General Privileges, Uses and Rights. In addition to the specific privileges granted in Article 4.02 above, County hereby grants to Tenant the following general privileges, uses, and rights, all of which shall be subject to the terms, conditions, and covenants set forth herein and all of which shall be non-exclusive on the Airport:

- (A) The general use, in common with others, of all public Airport facilities and improvements which are now or may hereafter be connected with or appurtenant to the Airport (including airfield access), to be used by Tenant, its agents and employees, patrons and invitees, suppliers of service, furnishers of material, and its authorized subtenants, if any, in connection with its operations hereunder. For purposes of this paragraph, "public Airport Facilities" shall include public roadways, sidewalks, or other public facilities appurtenant to the Airport that are not specifically leased to or under the contractual control of others.
- (B) The right of ingress to and egress from the Premises over and across public roadways serving the Airport for Tenant, its agents and employees, patrons



and invitees, suppliers of service and furnishers of material, and its authorized subtenants, if any. The right of ingress to and egress from shall be subject to such laws, rules, regulations and orders as now or may hereafter have application at the Airport.

Nothing in this Lease shall be construed or grant to Tenant the right to use any space or area improved or unimproved which is leased to or under contractual control of a third party, or which County has not leased herein, except as expressly set forth in this Article 4.04,.

4.05 Service Standards. Tenant shall:

- (A) Conduct its activities on and from the Premises in a safe, efficient and first class professional manner consistent with the degree of care and skill exercised by fixed base operators providing comparable products, services and facilities at similar airports.
- (B) Furnish good, prompt and efficient service and sales adequate to meet all reasonable demands.
- (C) Provide its services and sales on a fair, equal and non-discriminatory basis to all customers and charge fair, reasonable and non-discriminatory prices for sales and services.
- (D) Maintain sufficient supplies and personnel to meet the reasonable demands of the customers at the Airport twenty-four (24) hours a day, seven (7) days a week, unless otherwise approved in writing by the Department.

4.06 Compliance with Minimum Standards. Tenant agrees to comply with the requirements set forth in the Minimum Standards applicable to Tenant's operations as a Fixed Base Operator (as defined therein). In the event of a conflict between this Lease and the Minimum Standards, Tenant acknowledges and agrees that the more stringent requirement shall apply to Tenant's operations hereunder.

4.07 Ground Transportation. Tenant shall allow limousine and taxi concessionaires that are authorized to operate on the Airport free ingress to and egress from the Premises to serve the public. Tenant shall use authorized on-airport concessionaire rental car companies and limousine service providers unless given prior written consent by the Department, which consent shall not be unreasonably withheld, to use an off-airport company for such services. Tenant shall submit requests to use off-airport companies for such services in writing to the Department and indicate why one of the on-airport concessionaire rental car companies or limousine providers cannot provide such services. Tenant shall only use limousine and taxi operators that have all required licenses and permits to provide such services at the Airport.



4.08 Condition and Use of the Premises. Tenant expressly acknowledges that it has inspected the Premises and Airport and accepts both in their "AS IS CONDITION" and "WITH ALL FAULTS," together with all defects, latent and patent, if any. Tenant further acknowledges that County has made no representations or warranties of any nature whatsoever regarding the Airport or the Premises including, but not limited to, the physical and/or environmental condition of the Premises or any improvements located thereon; the value of the Premises or improvements; the zoning of the Premises; title to the Premises; the suitability of the Premises or any improvements for Tenant's intended use; or Tenant's legal ability to use the Premises for Tenant's intended use.

**ARTICLE 5**  
**RENTAL, FEES, CHARGES AND SECURITY DEPOSIT**

5.01 Ground Rental.

- (A) For that portion of the Premises identified on Exhibit "A" as the East Tract, containing approximately 467,127 square feet of ground, the initial annual ground rental to be paid by Tenant to County shall be \$0.635 per square foot, or \$296,626.00 annually, payable in equal monthly installments.
- (B) For that portion of the Premises identified on Exhibit "A" as the West Tract, containing approximately 102,464 square feet of ground, the initial annual ground rental to be paid by Tenant to County shall be \$0.65 per square foot, or \$66,601.60 annually, payable in equal monthly installments.

5.02 Building/Improvement Rental. The initial annual building rental to be paid to County by Tenant for the use and occupancy of Building 1500-C, as more particularly identified on Exhibit "A", consisting of 14,959 square feet shall be \$3.59 per square foot, or \$53,702.81 annually, payable in equal monthly installments.

5.03 Future Building/Improvement Rental During Renewal Term.

- (A) Notwithstanding any provision of the Prior Lease to the contrary, the parties agree that those buildings listed in Articles 5.03(A)(1) and (2) below (as more particularly identified in Exhibit "A"), together with improvements constructed or placed thereon, including fixtures, machinery and equipment integrated into and distinctly related to the operation of the buildings, but excluding trade fixtures, machinery, equipment and other personal property related to Tenant's business (hereinafter collectively referred to as the "Buildings"), shall become the absolute property of County, and County shall have every right, title, and interest therein, free and clear of any liens, mortgages and any other encumbrances on the dates set forth below. In the event this Lease is terminated prior to the date that title has vested in County as



provided for in this Article 5.03(A), the Buildings shall become the absolute property of County, and County shall have every right, title, and interest therein, free and clear of any liens, mortgages, and any other encumbrances upon the date of termination of this Lease. Upon the request of County, Tenant shall provide County with a bill of sale or other evidence of the transfer of ownership of the Buildings together with evidence satisfactory to County that the buildings and improvements are free from liens, mortgages and other encumbrances. Tenant shall commence payment of rent to County for the use and occupancy of the Buildings on the dates set forth below. Rental to be paid by Tenant in accordance with this Article 5.03(A) shall be determined by appraisal. County may utilize the appraisal process outlined in Article 5.11, or may, at its sole option, elect to perform a separate appraisal so long as the appraiser is an independent qualified M.A.I. appraiser. After the initial rental is determined, rentals shall be adjusted in accordance with Article 5.11.

(1) East Tract:

(a) December 1, 2005:

(1) Building 1500-A, consisting of approximately 33,385 square feet; and

(2) Building 1500, consisting of approximately 6,230 square feet.

2nd floor 3230  
9550

(b) December 1, 2010

(1) the addition to building 1500-C, consisting of approximately 4,879 square feet; and

(2) Building 1500-D, consisting of approximately 34,415 square feet.

(c) June 1, 2020: Building 1500-E, consisting of approximately 32,714 square feet.

(2) West Tract:

(a) December 1, 2010:

(1) Building 1631, consisting of approximately 16,715 square feet;

(2) Building 1632 consisting of approximately 6,539 square



feet; and

- (3) Building 1633, consisting of approximately 14,990 square feet.

- (B) If Tenant exercises its option to renew, Tenant shall commence the payment of rental on October 1, 2024 for the use and occupancy of all buildings and improvements constructed or placed upon the Premises prior to the commencement date of the Renewal Term, including the fixtures, machinery and equipment integrated into and distinctly related to the operation of the buildings, excluding trade fixtures, machinery, equipment and other personal property related to Tenant's business. Rental to be paid by Tenant in accordance with this Article 5.03(B) shall be determined by appraisal. County may utilize the appraisal process outlined in Article 5.11, or, may at its sole option, elect to perform a separate appraisal so long as the appraiser is an independent qualified M.A.I. appraiser. After the initial rental is determined, rentals shall be adjusted in accordance with Article 5.11.

5.04 Aircraft Parking Apron.

- (A) Commencing on the Commencement Date, Tenant shall pay to County for use of the Aircraft Parking Apron fifty percent (50%) of all revenue derived from Aircraft Parking Fees until such time as the Board adopts a resolution replacing Aircraft Parking Fees with Aircraft Apron Fees. Aircraft Parking Fees shall be paid to County in accordance with Article 6.01(B).
- (B) Commencing upon adoption of a resolution by the Board establishing Aircraft Apron Fees and throughout the Term and any extension hereof, Tenant shall pay to County Aircraft Apron Fees, which are anticipated to be established at a rate of \$0.03 per gallon, for each gallon of aviation fuel sold by or through Tenant at the Airport for use of the Aircraft Parking Apron. Aircraft Apron Fees shall also be paid by Tenant to County for aircraft owned or operated by Tenant. Tenant acknowledges and agrees that County may adjust Aircraft Apron Fees from time to time, upon adoption of a resolution by the Board, which adjustments may include, but shall not be limited to, adjustments to the rates, method of collection or basis for calculation. Tenant shall provide to County an accurate accounting of the Aircraft Apron Fees payable to County, in a form and detail reasonably satisfactory to County, on or before the 20<sup>th</sup> day of each month for the preceding month, which accounting shall include a certification by an authorized officer of Tenant. Tenant shall pay to County the Aircraft Apron Fees due to County for the preceding month with the accounting, without demand, deduction or setoff.

5.05 Fuel Flowage Fees. Tenant, on behalf of County, shall also collect Fuel



Flowage Fees, currently set at a rate of \$0.05 per gallon for each gallon of aviation fuel and \$0.10 per gallon for each gallon of oil, sold by or through Tenant at the Airport, except that, unless otherwise advised in writing in advance by the Department, Fuel Flowage Fees shall be not be collected for United States government military aircraft or from the aircraft of commercial air transportation companies having agreements with County, as indicated on a listing or notice to be provided to Tenant by the Department from time to time. Fuel Flowage Fees shall also be paid by Tenant to County for aircraft owned or operated by Tenant. Fuel Flowage Fees shall be paid to County on a monthly basis pursuant to Article 6.01(B). Tenant acknowledges and agrees that County may adjust Fuel Flowage Fees from time to time, upon adoption of a resolution by the board, which adjustments may include, but shall not be limited to, adjustments to the rates, method of collection or basis for calculation. Tenant shall collect adjusted Fuel Flowage Fees in accordance with the requirements established by County.

5.06 Retroactive Rental Payments. Tenant hereby acknowledges and agrees for that period commencing on January 1, 1999 and ending on September 30, 2004, Tenant owes to County \$28,014.13 in rental pursuant to the Prior Lease. Commencing October 1, 2004 and ending on September 1, 2005, Tenant shall pay \$2,334.51 per month to County to compensate County for the rental owed by Tenant under the Prior Lease.

5.07 Survey Costs. On or before December 1, 2004, Tenant shall pay to County \$2,500.00, which constitutes fifty percent (50%) of the survey costs incurred by County in conjunction with the preparation of this Lease.

5.08 Rental Car Agent. If Tenant acts as an agent for any rental car company, other than a rental car company operating under a concession agreement with County at the Airport, Tenant shall report and pay to County on a monthly basis pursuant to Article 6.01(B) a percentage of the gross revenues derived from such operations equal to the then current percentage payable by a rental car company operating at the Airport pursuant to a rental car concession agreement (currently set at a rate of ten percent (10%)).

5.09 Fees and Charges. Nothing contained in this Lease shall preclude County from establishing other reasonable and non-discriminatory fees and charges applicable to aircraft operating at the Airport, including aircraft owned or operated by Tenant at such time as the Board adopts a resolution authorizing such increase. Tenant expressly agrees to pay such fees and charges as if they were specifically included in this Lease. In the event Tenant engages in any activity or provides any service at the Airport or aircraft parking and movement areas associated with the Airport for which other companies operating at the Airport pay a fee to County, including the servicing and cleaning of aircraft at the Airport, Tenant shall pay to County fees equivalent to those paid by such other companies for engaging such activities or providing such services. Tenant acknowledges and agrees that the fees, charges and rentals established by County hereunder are fair, reasonable and non-discriminatory.

5.10 Commencement and Time of Payment. Payment of rental by Tenant to



County shall commence upon the Commencement Date. Rental shall be payable in equal monthly installments, in advance, without demand and without any deduction, holdback or set off whatsoever, by the first day of each and every month throughout the Term and any extension hereof, as adjusted in accordance with Article 5.11. All sums due hereunder shall be delivered to the Palm Beach County Department of Airports, 846 Palm Beach International Airport, West Palm Beach, Florida 33406, or at such other address as may be directed by Department from time to time.

5.11 Adjustment of Rentals.

- (A) On October 1, 2007, and each three (3) year anniversary thereof (the "Adjustment Date"), the rental rates provided for in this Lease shall be adjusted and new rental rates, which shall be determined as hereinafter set forth, shall apply to the Premises. Within ninety (90) days prior to each Adjustment Date, the Department shall select a qualified M.A.I. Appraiser who shall reappraise the Premises and determine the fair market rental value for the Premises at the Department's expense. The Department shall submit to Tenant a written statement of the then current fair market rental value for the Premises as established by the appraisal and annual rental rates shall be adjusted to equal the value so determined by the appraisal, and shall be payable, in equal monthly installments, in advance, without demand, commencing on the Adjustment Date. In no case shall the adjusted annual rental rates be less than the annual rental rates first established in this Lease. When new rental rates are approved and established by the Board of County Commissioners of Palm Beach County, Florida, this Lease shall automatically be considered as amended, without formal amendment hereto, upon written notification by the Department to Tenant of the establishment of the rental rates applicable to the Premises.
- (B) Notwithstanding the foregoing, the rentals payable by Tenant for the Premises as set forth in Articles 5.01, 5.02 and 5.03 shall not exceed an amount that would be obtained by multiplying the rentals established as of the Commencement Date by a fraction, the numerator of which shall be the "Consumer Price Index" (as hereinafter defined) figure for May of the calendar year in which such adjustment is to become effective and the denominator of which shall be the Consumer Price Index figure for April of the calendar year in which this Lease became effective.
- (C) For the purposes hereof, the Consumer Price Index shall mean the Consumer Price Index for Urban Wage Earners and Clerical Workers, United States city average, all items (1982 - 1984 = 100) or any successor thereto as promulgated by the Bureau of Labor Statistics of the United States Department of Labor. In the event that the Consumer Price Index ceases to use the 1982 - 1984 average of one hundred (100) as the basis of calculation, or if a substantial change is made in terms of particular items



contained in the Consumer Price Index, then the Consumer Price Index shall be adjusted to the figure that would have been arrived at had the change in the manner of computing the Consumer Price Index in effect at the commencement of the term of this Lease not been effected. In the event the such Consumer Price Index (or successor or substitute Consumer Price Index) is not available, a reliable governmental or other nonpartisan publication evaluating information theretofore used in determining the Consumer Price Index shall be used.

- (D) Notwithstanding anything to the contrary contained in this Lease, Tenant acknowledges and agrees that County shall have the right to establish and maintain the rental rates hereunder to ensure compliance with the provisions of Section 710 (rate covenant) of the Bond Resolution.

5.12 Late Payments - Interest. Tenant shall pay to County interest at the rate established from time to time by the Board of County Commissioners [currently set at one and one-half percent (1½ %) per month not to exceed eighteen percent (18%) per annum] on any late payments commencing ten (10) days after the amounts are due. Acceptance of late payments by County shall not constitute a waiver of Tenant's default by County with respect to such overdue amount, nor prevent County from terminating this Lease for default in the payment of rentals, fees or charges due to County pursuant to this Lease or from enforcing any other provisions, rights, or remedies granted herein, or conferred by law.

5.13 Security Deposit. Tenant shall post a security deposit with County equal to three (3) monthly installments of rental ("Security Deposit"), which shall not include rental described in Article 5.04. The Security Deposit shall serve as security for the payment of all sums due to County and shall also secure the performance of all obligations of Tenant to County. The Security Deposit shall be either in the form of a clean, Irrevocable Letter of Credit ("Letter of Credit") or a Surety Bond ("Bond") in form and substance satisfactory to County. In the event of any failure by Tenant to pay any rentals or charges when due or upon any other failure to perform any of its obligations or other default under this Lease, then in addition to any other rights and remedies available to County at law or in equity, County shall be entitled to draw on the Security Deposit and apply same to all amounts owed. Upon notice of any such draw, Tenant shall immediately replace the Security Deposit with a new Letter of Credit or Bond in the full amount of the Security Deposit required hereunder. Tenant shall increase the amount of the Security Deposit to reflect any increases in the sums payable hereunder within thirty (30) days after notification by the Department of any such increase. The Security Deposit shall be kept in full force and effect throughout the Term of this Lease and any extension hereof and for a period of six (6) months after the termination of this Lease. Not less than forty-five (45) calendar days prior to any expiration date of a Letter of Credit or Bond, Tenant shall submit evidence in form satisfactory to County that such security instrument has been renewed. Failure to renew a Letter of Credit or Bond or to increase the amount of the Security Deposit as required by this Article 5.13 shall: (i) entitle County to draw down the full amount of such



Security Deposit, and (ii) constitute a default of this Lease entitling County to all available remedies. The Security Deposit shall not be returned to Tenant or released by County until all obligations under this Lease are performed and satisfied. Prior to consent from County to any assignment of this Lease by Tenant, Tenant's assignee shall be required to provide a Security Deposit to County in accordance with the terms and conditions of this Article 5.13.

5.14 Triple Net Lease. This Lease shall be deemed to be "triple net" without cost or expense to County including, but not limited to, cost and expenses relating to taxes, insurance, and the maintenance and operation of the Premises.

5.15 Sales and Use Tax. Tenant hereby covenants and agrees to pay monthly to County, as Additional Rent, any sales, use or other tax, or any imposition in lieu thereof (excluding State and /or Federal Income Tax) now or hereinafter imposed upon the rents use or occupancy of the Premises by the United States of America, the State of Florida or Palm Beach County, notwithstanding the fact that the statute, ordinance or enactment imposing the same may endeavor to impose the tax upon County as Landlord, to the extent as applicable.

5.16 Additional Rent. Any and all sums of money or charges required to be paid by Tenant under this Lease other than the annual rent shall be considered "Additional Rent", whether or not the same is specifically so designated and County shall have the same rights to enforce due and timely payment by Tenant of all Additional Rent as are available to County with regards to annual rent.

5.17 Licenses, Fees and Taxes. Tenant shall pay, on or before their respective due dates, all Federal, State and local taxes and fees, and all special assessments of any kind, which are now or may hereafter be levied upon the Premises (including improvements) or the estate hereby granted, or upon Tenant, or upon the business conducted on the Premises, or upon any of Tenant's property used in connection therewith, or upon any rentals or other sums payable hereunder, including, but not limited to, any ad valorem taxes (based upon Tenant's pro rata share according to the area of the Premises), and sales or excise taxes on rentals, and personal property taxes against tangible and intangible personal property of Tenant. Tenant shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by Tenant.

5.18 Accord and Satisfaction. In the event Tenant pays any amount that is less than the amount stipulated to be paid under this Lease, such payment shall be considered to be made only on account of the stipulated amount. No endorsement or statement on any check or letter shall be deemed an accord and satisfaction. County may accept any check or payment without prejudice to County's right to recover the balance due or to pursue any other remedy available to County pursuant to this Lease or under the law.



**ARTICLE 6**  
**COLLECTION OF FEES**

6.01 Tenant agrees:

- (A) To log the arrival and departure of aircraft using the Premises; to direct such aircraft to parking or service areas; to collect, on behalf of County, all fees and charges applicable to the operation and storage of the aircraft at the Airport, including, but not limited to, Aircraft Parking, Fuel Flowage Fees and any new fees or charges established by County (a schedule of the fees and charges shall be provided to Tenant by the Department, whenever new fees or charges are established or existing fees and charges are revised); to record, in accordance with general industry practice, the receipt of such fees and charges and to remit the amount that was collected, or should have been collected, less any percent retainage as may be authorized and approved by County. The fees and charges set forth in this Article 6.01 shall not be collected from United States government military aircraft, unless Tenant is otherwise advised in writing by the Department, or from the aircraft of commercial air transportation companies having agreements with County providing for direct payment to County of such fees and charges, as indicated on a listing or notice to be provided from time to time.
- (B) To provide an accurate accounting to County of the fees and charges collected under this Article, in a form and detail reasonably satisfactory to County, on or before the 20<sup>th</sup> day of the month following the month in which the fees and charges were collected or accrued, which accounting shall be certified by an authorized officer of Tenant. Tenant shall pay to County the total amount due to County with the accounting, without demand, deduction or setoff.

**ARTICLE 7**  
**ACCOUNTING RECORDS AND REPORTING**

7.01 Accounting Records. Tenant shall keep, throughout the Term and any extension hereof, all books of accounts and records customarily used in this type of operation, and as from time to time may be required by the Department, in accordance with Generally Accepted Accounting Principles (GAAP). Such books of accounts and records shall be retained and be available for three (3) years from the end of each Lease Year,



including three (3) years following the expiration or termination of this Lease. County shall have the right to audit and examine during normal working hours all such books of accounts and records relating to Tenant's operations hereunder. If the books of accounts and records are kept at locations other than the Airport, Tenant shall arrange for them to be brought to a location convenient to the auditors for County in order for County to conduct the audits and inspections as set forth in this Article.

7.02 Audit Requirement. At the close of each of Tenant's fiscal years during the Term and any extension hereof, Tenant shall cause an audit to be completed of its accounting transactions relating to its operations under this Lease for each fiscal year by an independent Certified Public Accountant, not a regular employee of Tenant, acceptable to County. A report of each audit shall be delivered to County within ninety (90) days of the close of each fiscal year, unless an extension of the time period is approved in writing by the Department prior to the expiration of the ninety (90) day period. The first audit report shall include activity as of the Commencement Date and the last audit report shall cover through Tenant's last day of operation pursuant to this Lease. Each audit report shall set forth, with respect to such fiscal year the total gallons of fuel disbursed, total gallons of exempted fuel disbursed, total gallons of oil sold, gross receipts from landing fees, gross receipts from parking and tie-down fees, gross revenues from rental car agency services, gross receipts derived pursuant to Article 6.01, and gross receipts from any other fees established by County applicable to the operation of aircraft on the Premises. Any adjustment due will be determined by the parties, and payment shall be remitted to the party to whom it is due within thirty (30) days from receipt and acceptance of the audit report by the Department. Delivery of an audit report containing a qualified opinion, and adverse opinion, or a disclaimer of opinion as defined in the Statement on Auditing Standards, or as same may from time to time be amended or superseded, issued by the Auditing Standards Board of American Institute of Certified Public Accountants, or any successor board or agency thereto, shall be deemed to be a material breach of this Lease.

## **ARTICLE 8**

### **CONSTRUCTION OF IMPROVEMENTS**

8.01 Tenant Construction Requirements. All improvements constructed or placed on the Premises, including drainage and landscaping, shall be of attractive construction and first-class design; comply with any and all applicable governmental laws, regulations, rules, and orders; follow standard construction methods; and be constructed in accordance with the requirements of this Article.

- (A) Construction Requirements. Prior to constructing any improvements on the Premises, Tenant, without cost to County, shall prepare detailed preliminary construction plans and specifications for the improvements (hereinafter collectively referred to as the "Plans") in accordance with standards established by the Department and deliver the preliminary Plans to the Department for review, comment and adjustment. The Department shall review the preliminary Plans and provide a written response to Tenant within



thirty (30) days after receipt of the preliminary Plans. In the event the Department does not approve the preliminary Plans, Tenant will be notified of the reasons for the disapproval and the necessary modifications and/or alterations to the Plans. Tenant shall resubmit modified Plans to the Department within thirty (30) days of the date of the Department's written notice of disapproval. Within one hundred twenty (120) days following approval of the preliminary Plans by the Department, Tenant shall prepare or cause to be prepared final working Plans in substantial conformity to the preliminary Plans and shall submit the final working Plans to the Department for approval. The Department shall complete its review of the final working Plans within fifteen (15) days after the Department's receipt of the Plans. Upon approval of the final working Plans by the Department, Tenant shall obtain all permits and other government approvals required for the commencement of construction. Prior to commencement of construction, Tenant shall deliver to the Department one complete set of the final working Plans as approved by the governmental agencies exercising jurisdiction thereover. Minor changes from the final working Plans shall be permitted if such changes may be reasonably inferred from the final working Plans or if they are made to comply with requirements of any governmental agency exercising jurisdiction thereover.

- (B) Within sixty (60) days of Tenant's receipt of a Certificate of Occupancy or Certificate of Completion, as appropriate, for improvements constructed pursuant to this Article, Tenant, at its sole cost and expense, shall have prepared and deliver to the Department one (1) complete set of as-built Mylar drawings and one (1) set of Auto CADD files in the latest version acceptable by the Department, and a detailed statement of actual construction costs, attested to and certified by an independent Certified Public Accountant, acceptable to County.
- (C) All improvements constructed upon the Premises, shall be completed at Tenant's sole cost and expense and shall be completed in accordance with the standards established by the Department.

8.02 Construction Bonds. Tenant shall ensure that all improvements are constructed to completion in accordance with the approved Plans and that all persons or entities performing work or providing materials relating to such improvements including, but not limited to, all contractors, subcontractors, laborers, materialmen, suppliers and professionals, are paid in full for such services and materials. Tenant, at its sole cost and expense, shall cause to be made, executed and delivered to County prior to commencement of any improvements to the Premises, a bond, drawn in a form and issued by a company approved by County, guaranteeing compliance by Tenant of its obligations arising hereunder. County shall be named as a dual obligee on the bond(s).

8.03 Contractor Requirements. Tenant shall require contractors to furnish for the



benefit of County a public construction bond as required under Section 255.05, Florida Statutes, in a form approved by County. Tenant shall require its contractors to name County as a dual obligee on the bond(s). Tenant shall also require contractors to furnish satisfactory evidence of statutory Worker's Compensation insurance, comprehensive general liability insurance, comprehensive auto insurance, and physical damage insurance on a Builder's Risk form with the interest of County endorsed thereon, in such amounts and in such manner as the Risk Management Department may reasonably require. The Risk Management Department may require additional insurance for any alterations or improvements approved hereunder, in such amounts as the Risk Management Department reasonably determines to be necessary.

8.04 No Liens. Tenant agrees that nothing contained in this Lease shall be construed as consent by County to subject the estate of County to liability under the Construction Lien Law of the State of Florida and understands that County's estate shall not be subject to such liability. Tenant shall notify any and all parties or entities performing work or providing materials relating to any improvements made by Tenant of this provision of this Lease. If so requested by County, Tenant shall file a notice satisfactory to County in the Official Public Records of Palm Beach County, Florida, stating that County interest shall not be subject to liens for improvements made by Tenant. In the event that a construction lien is filed against the Premises or other County property in connection with any work performed by or on behalf of Tenant, Tenant shall satisfy such claim, or transfer same to security, within ten (10) days from the date of filing. In the event that Tenant fails to transfer or satisfy such claim within the ten (10) day period, County may do so and thereafter charge Tenant all costs incurred by County in connection with the satisfaction or transfer of such claim, including attorneys' fees, and Tenant shall promptly pay to County all such costs upon demand, as Additional Rent.

#### **ARTICLE 9** **OBLIGATIONS OF TENANT**

9.01 Tenant covenants and agrees to observe and obey, and to require its subtenants, officers, employees, guests, invitees and those doing business with it to observe and obey such rules and regulations of the Department and County (including amendments and supplements thereto) for the government of the conduct and operations of Tenant and others on the Premises as may from time to time be promulgated. The obligation of Tenant to require such observance and obedience on the part of its subtenants, guests, invitees, and business visitors shall pertain only while such persons are on or in occupancy of any portion of the Premises.

9.02 Tenant shall conduct its operations hereunder in an orderly and commercially reasonable manner, considering the nature of such operations so as not to unreasonably annoy, disturb, endanger or be offensive to others at the Airport.

9.03 Tenant shall take all reasonable measures to:



- (A) Reduce to a minimum vibrations tending to damage any equipment, structure, building or portion of a building that is on the Premises or is a part thereof, or is located elsewhere on the Airport; and
- (B) Keep the sound level of its operations as low as possible.

9.04 Tenant shall control the conduct, demeanor and appearance of its employees, subtenants, invitees and others doing business at the Premises and, upon objection from the Department concerning the conduct, demeanor and appearance of any such persons, shall immediately take all reasonable steps necessary to remove the cause of objection.

9.05 Tenant shall remove from the Premises or otherwise dispose of in a manner approved by the Department all garbage, debris and other waste materials (whether solid or liquid) arising out of the use or occupancy of the Premises or out of any operations conducted thereon. Garbage, debris and other non-hazardous waste materials may be temporarily stored on the Premises in suitable garbage and waste receptacles.

9.06 Tenant shall not commit any nuisance, waste or injury on the Premises and shall not do or permit to be done anything which may result in the creation, commission or maintenance of such nuisance, waste or injury on the Premises.

9.07 Tenant shall not create nor permit to be caused or created upon the Premises any obnoxious odors or smokes or noxious gases or vapors; provided, however, that fumes resulting from the normal operations of properly certified and maintained trucks and other vehicles shall be excepted from this provision. Tenant shall ensure that emissions generated by any such trucks, and other vehicles shall comply with all provisions of applicable environmental emissions laws and regulations.

9.08 Tenant shall not do or permit to be done anything which may interfere with the effectiveness or accessibility of the utilities systems installed or located on or about the Premises that are also used by other occupants, customers or users of the Airport.

9.09 Tenant shall not overload any floor or paved area on the Premises and shall repair any floor, including supporting members, and any paved area damaged by overloading.

9.10 Tenant shall not do or permit to be done any act or thing upon the Premises that:

- (A) will invalidate or conflict with any insurance policies covering the Premises or the Airport; or
- (B) may constitute a hazardous condition so as to increase the risks normally attendant upon the operations permitted by this Lease.



9.11 All flammable liquids that are kept or stored at the Premises must at all times be handled, stored and used in accordance with all applicable Federal, State and local laws.

9.12 From time to time and as often as reasonably required by the Department or any governmental authority having jurisdiction, Tenant shall conduct pressure, water flow, and other appropriate tests of the fire extinguishing system and apparatus which are maintained by Tenant or any subtenant.

9.13 Except as specifically authorized by this Lease, Tenant shall not place any coin or token operated vending machine or similar device (including, but not limited to, pay telephones, beverage or food machines, or other commodities) upon or within the Premises, without the prior written consent of the Department, which consent may be granted or withheld by the Department in its sole discretion for any reason or no reason at all.

9.14 Tenant shall not permit the temporary or permanent storage (without an open work order being actively pursued) at the Premises of any Derelict Aircraft. Derelict Aircraft shall be removed from the Airport within a period of ninety (90) days after written notice from the Department. Notwithstanding the foregoing, the Department may make written request to Tenant to demonstrate that an open work order is being actively pursued. If Tenant fails to provide the Department with satisfactory evidence that an open work order is being actively pursued within three (3) days of the date requested, then such Derelict Aircraft shall be removed from the Premises within ninety (90) days from the date the Department makes its written request for proof that an open work order is being actively pursued.

9.15 Tenant shall not permit the temporary or permanent storage at the Premises of any Derelict Vehicles. Tenant shall cause Derelict Vehicles to be removed from the Premises within twenty-four (24) hours after written notice from the Department.

9.16 Within thirty (30) days of the Effective Date, Tenant shall provide the Department with emergency evacuation and hurricane plans consistent with County's plans for the Airport. These plans shall be detailed procedures of actions to be taken by Tenant and its subtenants, if an evacuation need or hurricane alert warning is present. Hurricane plans are to be annually updated, if requested by the Department.

## **ARTICLE 10** **MAINTENANCE AND REPAIR**

10.01 Cleanliness of Premises/Maintenance. Tenant shall, throughout the Term and any extension hereof, be responsible for all repairs and maintenance of the Premises (which shall include, but shall not be limited to, all aircraft apron areas, buildings and improvements thereon), whether such repair or maintenance be ordinary or extraordinary,



structural or otherwise. Maintenance and repairs shall be in quality and class comparable to the original work, to preserve the Premises in good order and condition. Tenant shall be required to keep all aircraft apron areas, buildings and other improvements in good, tenantable, useable condition throughout the Term and any extension hereof, and without limiting the generality thereof, Tenant shall:

- (A) Paint the exterior and interior of the Premises, repair and maintain all doors, windows, pavements, equipment, lighting fixtures, furnishings, fixtures, roof, exterior walls, and structural support systems.
- (B) Keep the Premises at all times in a clean and orderly condition and appearance and all of the fixtures, equipment and personal property which are located in any part of the Premises that is open to or visible by the general public.
- (C) Provide and maintain all obstruction lights and similar devices, fire protection and safety equipment and all other equipment of every kind and nature required by any law, rule, order, ordinance, resolution or regulation of any applicable governmental authority.
- (D) Repair any damage to the aircraft apron areas, paving or other surface of the Premises caused by any oil, gasoline, grease, lubricants or other liquids or substances having a corrosive or detrimental effect thereon.
- (E) Take anti-erosion measures, including but not limited to, the planting and replanting of grasses with respect to all portions of the Premises not paved or built upon.
- (F) Be responsible for the maintenance and repair of all utilities including but not limited to, service lines for the supply of water, gas service lines, electrical power, telephone and telecommunications conduits and lines, sanitary sewers and storm sewers, which are now or which may be subsequently located upon the Premises leased to Tenant and which are used exclusively by Tenant or any of its subtenants.
- (G) Make no use of any portion of the Premises in a manner that causes or results in dust, debris or waste of any kind to be blown about or raised so as to be ingested by aircraft.

10.02 Inspections. The Department shall have the right to enter the Premises at reasonable times to inspect same for the purpose of determining whether Tenant is in compliance with the requirements of this Lease. In the event Tenant is not in compliance with this Lease, as reasonably determined by the Department, the Department shall provide Tenant with written notice of such noncompliance. Tenant shall



commence corrective action to remedy such noncompliance to the satisfaction of the Department upon receipt of the notice of noncompliance. If corrective action is not immediately initiated and pursued in a diligent manner to completion, the Department may cause the same to be accomplished. Tenant agrees that Tenant shall assume and be liable to County for payment of all costs incurred by County, plus a twenty-five percent (25%) administrative overhead fee, which costs and administrative overhead fee shall constitute Additional Rent hereunder and shall be due and payable within thirty (30) days of the date of the Department's written notice.

## **ARTICLE 11** **UTILITIES**

11.01 Utility Costs. Tenant shall pay for all electric, water, garbage and other utilities charges for the Premises. The metering devices installed by Tenant for such utilities shall be installed at the cost of Tenant and shall become the property of County upon installation. Extension of utility mains or services to meet the needs of Tenant on the Premises shall be at the expense of Tenant, and shall become the property of County upon installation.

11.02 Interruption of Service. No failure, delay or interruption in supplying any services for any reason whatsoever (whether or not a separate charge is made therefor) shall be or be construed to be an eviction of Tenant or grounds for any diminution or abatement of rental or shall be grounds for any claim by Tenant under this Lease for damages, consequential or otherwise.

11.03 Water, Industrial and Sanitary Sewage Systems. Tenant shall operate and maintain at its sole cost and expense all the components of any and all water, industrial and sanitary sewage system and storm water drainage facilities, within the Premises. Tenant shall provide, operate and maintain adequate facilities for separating, neutralizing and treating industrial waste and foreign materials generated within the Premises and the proper disposal thereof as required by all applicable Federal, State and local laws, regulation and rules, as now or hereafter amended.

11.04 County Lift Stations. Tenant acknowledges and agrees that County and its employees, representatives and contractors shall have the right of ingress and egress over the Premises to access the lift stations depicted on Exhibit "A".

## **ARTICLE 12** **AIRPORT SECURITY PROGRAM**

Tenant agrees to observe all Federal, State and local laws, rules and security requirements applicable to Tenant's operations, as now or hereafter promulgated or amended, including, but not limited to, Title 14, Part 139 of the Code of Federal Regulations and Title 49, Part 1542 of the Code of Federal Regulations and the Palm



Beach County Criminal History Record Check Ordinance (R-2003-030). Tenant agrees to comply with the Airport Security Program and the Air Operations Area (AOA) Vehicle Access Program, and amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by County or the Department, and to take such steps as may be necessary or directed by County or the Department to insure that subtenants, employees, invitees and guests observe these requirements. If required by the Department, Tenant shall conduct background checks of its employees in accordance with applicable Federal, State or local laws. Tenant further agrees to be responsible for the care and maintenance of the Airport security barriers and devices to the Premises. All costs associated with the construction and repair of the security fence, barriers, access control and monitoring system, including, but not limited to, gates, signs or locks (keying and re-keying), which are installed now or in the future at the Premises shall be borne by Tenant. Tenant agrees to rectify any security deficiency or other deficiency as may be determined as such by the Department, County, FAA or TSA. In the event Tenant fails to remedy any such deficiency, County may do so at the cost and expense of Tenant. Tenant acknowledges and agrees that County shall have the right to take whatever action is necessary to rectify any security deficiency or other deficiency as may be determined by the Department, County, FAA or TSA. This provisions of this Article shall survive the expiration or any other termination of this Lease.

### **ARTICLE 13**

### **INSURANCE REQUIREMENTS**

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

13.01 Commercial General Liability/Airport Liability. Tenant 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.

13.02 Hangarkeeper's Legal Liability. Tenant 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 Tenant (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.

13.03 Business Auto Liability. Tenant 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 Tenant 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 Tenant has no owned automobiles, Tenant 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 separate a Business Auto Liability policy. This coverage shall be provided on a primary basis.

13.04 Workers' Compensation & Employers Liability. Tenant shall maintain Workers' Compensation & Employers Liability in accordance with Chapter 440, Florida Statutes, and Federal law. This coverage shall be provided on a primary basis.

13.05 Storage Tank Third-Party Liability and/or Similar Environmental Impairment Liability. Tenant 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 and Ten Million Dollars (\$10,000,000) annual aggregate 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 Ten Thousand Dollars (\$10,000), Tenant shall provide a copy of Tenant'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 Tenant's financial condition.

13.06 Umbrella or Excess Liability. If necessary, Tenant may satisfy the minimum limits required above 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.

13.07 Property, Wind, & Flood Insurance. Tenant 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 Tenant as well as Tenant'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 Tenant as well as Tenant'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 Tenant as well as Tenant'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.

13.08 Additional Insured Endorsement. Tenant shall endorse County as an "Additional Insured" on each liability insurance policy required to be maintained by Tenant, 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" 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."

13.09 Loss Payee Endorsement. Tenant 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."

13.10 Certificate of Insurance. Prior to the Effective Date, Tenant shall provide the Department 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 hereof, Tenant 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."



13.11 Waiver of Subrogation. By entering into this Lease, Tenant agrees to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, Tenant 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 Tenant enter into such an agreement on a pre-loss basis.

13.12 Premiums and Proceeds. Tenant 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. Tenant shall be responsible for all premiums, including increases, for property, flood and wind insurance policies. Tenant 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 on behalf of Tenant.

13.13 Deductibles, Coinsurance, & Self-Insured Retention. Tenant 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.

13.14 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 hereof. 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 Tenant a written notice of rejection, and Tenant shall comply within thirty (30) days of receipt of the notice.

13.15 No Representation of Coverage Adequacy. Tenant acknowledges the limits, coverages and endorsements required by this Article are intended to minimize liability for County. Tenant 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 Tenant against any loss exposures, whether as a result of this Lease or otherwise.

## **ARTICLE 14**

### **DAMAGE TO OR DESTRUCTION OF PREMISES**

14.01 Removal of Debris. If the Premises, or any portion thereof, is damaged by fire, the elements or other casualty, Tenant shall promptly remove all debris resulting from such damage from the Premises and shall promptly take such actions and cause such repairs to be made to the Premises as will place the Premises in a neat and orderly condition and as are necessary for the safety of persons entering upon the Premises. If Tenant fails to promptly comply with the provisions of this Article 14.01, County may take



such measures as it deems necessary to render the Premises in a neat, orderly, and safe condition. Tenant agrees that Tenant shall fully assume and be liable to County for payment of any costs incurred by County, plus a twenty-five percent (25%) administrative overhead fee, which costs and administrative overhead fee, shall be due and payable to County within thirty (30) days from the date of written notice provided by the Department.

**14.02 Tenant's Obligations.** Tenant assumes full responsibility for the condition of the Premises and the character, acts and conduct of all persons admitted to the Premises by or with the actual or constructive consent of Tenant or with the consent of any person acting for or on behalf of Tenant. If the Premises, or any portion thereof, during the Term or any extension hereof damaged in any way whatsoever, whether by an act of God or by the act, default or negligence of Tenant, or Tenant's agents, employees, officers, representatives, guests, invitees, contractors, patrons or any person admitted to the Premises by Tenant or otherwise, Tenant shall at its sole cost and expense restore the Premises to the condition existing prior to such damage. Tenant shall commence restoration within thirty (30) days and shall diligently pursue such restoration to completion in accordance with the construction requirements set forth in Article 8. All repairs and restoration shall be made by Tenant at Tenant's sole cost and expense, in accordance with the construction requirements contained herein. If Tenant fails to restore the Premises as required by this Article 14.02, County shall have the right to enter the Premises and perform the necessary restoration. Tenant agrees that Tenant shall fully assume and be liable to County for payment of the costs of restoration, plus a twenty-five percent (25%) administrative overhead fee, which costs and administrative overhead fee, shall be due and payable to County within thirty (30) days from the date of the written notice provided by the Department.

**14.03 Insurance Proceeds.** Upon receipt by Tenant of the proceeds of any insurance policy or policies required hereunder, the proceeds shall be deposited in an escrow account approved by County so as to be available to pay for the cost of any required repair, replacement or rebuilding. The proceeds shall be disbursed during construction to pay the cost of such work. If the amount of the insurance proceeds is insufficient to pay the costs of the required repair, replacement or rebuilding of damaged improvements, Tenant shall pay any additional sums required to complete the required repair, replacement or rebuilding into the escrow account. If the amount of the insurance proceeds is in excess of the costs of the required repair, replacement or rebuilding, the excess amount shall be remitted to Tenant.

## **ARTICLE 15** **ENCUMBRANCES**

Tenant shall not, in any manner, mortgage, pledge or otherwise encumber this Lease, the Premises or any improvements now existing or hereinafter erected or constructed upon the Premises without County's prior written consent, which consent may be granted or withheld at County's sole discretion for any reason or no reason at all. Any such encumbrance without County's approval shall be null and void. Tenant shall cause



to be removed any and all liens of any nature arising out of or resulting out of or resulting from the performance of any work or labor performed upon the Premises or the furnishing of any materials for use upon the Premises, by, on behalf of or at the direction of Tenant, its employees, agents, contractors or subcontractors. This provision shall be construed to include a prohibition against any mortgage, pledge, or encumbrance by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

## **ARTICLE 16**

### **TITLE TO IMPROVEMENTS**

16.01 Title to Improvements Constructed During the Term. Except as otherwise provided for herein, Tenant shall be deemed to be the owner of all improvements constructed by Tenant during the Term upon the Premises. Upon expiration of the Term or its sooner termination as provided herein, all improvements constructed or placed upon the Premises by Tenant, title to which has not previously vested in County hereunder, shall become the absolute property of County, and County shall have every right, title, and interest therein, free and clear of any liens, mortgages and any other encumbrances.

16.02 Title to Improvements Constructed During Renewal Term. During the Renewal Term, Tenant shall be deemed to be the owner of all improvements constructed by Tenant during the Renewal Term upon the Premises. Upon expiration of the Renewal Term or its sooner termination as provided herein, all improvements constructed or placed upon the Premises by Tenant, title to which has not previously vested in County hereunder, shall become the absolute property of County, and County shall have every right, title, and interest therein, free and clear of any liens, mortgages and any other encumbrances.

16.03 Early Termination/Title. Notwithstanding any provision of this Lease to the contrary, in the event this Lease is terminated prior to the date that title has vested in County, all of the buildings located the Premises, together with improvements constructed or placed thereon, including fixtures, machinery and equipment integrated into and distinctly related to the operation of the buildings, but excluding trade fixtures, machinery, equipment and other personal property related to Tenant's business, title to which has not previously vested in County, shall become the absolute property of County, and County shall have every right, title, and interest therein, free and clear of any liens, mortgages and any other encumbrances upon termination.

16.04 Evidence of Transfer of Ownership. Upon transfer to title to any buildings or improvements located on the Premises in accordance with the provisions of this Lease, the County may request, and Tenant agrees to provide to County upon such a request, a bill of sale or other evidence of the transfer of ownership of the buildings and improvements constructed by Tenant on the Premises together with evidence satisfactory to County that the buildings and improvements are free from liens, mortgages and other encumbrances.

16.05 Removal of Improvements. Notwithstanding any provision of this Lease to the contrary, County shall be entitled, at its option, to have the Premises returned to



County free and clear of some or all of the improvements at Tenant's sole cost and expense. In such event, County shall provide timely notification to Tenant of its election to require removal of improvements and, to the extent possible, County shall notify Tenant at least sixty (60) days prior to the expiration or termination of this Lease. Tenant shall have sixty (60) days from date of notice within which to remove the improvements. If Tenant fails to remove the improvements, County may remove the improvements. Tenant agrees that Tenant shall fully assume and be liable to County for payment of all costs of removal of the improvements (whether direct or indirect) incurred by County, plus a twenty-five percent (25%) administrative overhead fee, which costs and administrative overhead fee shall be due and payable to County within thirty (30) days from the date of the written notice provided by the Department.

16.06 Aircraft Fuel Farm Facility. Notwithstanding any provision of this Lease or Prior Lease to the contrary, County shall not acquire title to any part of the Aircraft Fuel Farm Facility. The Aircraft Fuel Farm Facility must be completely removed from the Premises upon the expiration or other termination of this Lease. In the event Tenant fails to remove the Aircraft Fuel Farm Facility within sixty (60) calendar days following the expiration or other termination of this Lease, County shall have the right to remove and dispose of the Aircraft Fuel Farm Facility and Tenant shall be liable for all costs of removal and disposal (whether direct or indirect) incurred by County, including, but not limited to, storage, environmental assessment and remediation costs, plus a twenty-five percent (25%) administrative overhead fee. County shall be entitled to dispose of the Aircraft Fuel Farm Facility in any way it sees fit, including without limitation, through demolition of the Aircraft Fuel Farm Facility, giving salvage rights to the contractor, storage or public auction. Tenant shall provide to the Department documentation, which is satisfactory to the Department, that the Aircraft Fuel Farm Facility has been removed in accordance with all applicable Federal, State and local laws, rules and regulations.

16.07 Survival. The provisions of this Article shall survive expiration or termination of this Lease.

## **ARTICLE 17**

### **EXPIRATION OF LEASE, DEFAULTS, REMEDIES AND TERMINATION**

17.01 Expiration. This Lease shall automatically terminate at the end of the Term, unless renewed in accordance with Article 3.02.

17.02 Default. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant:

- (A) The vacating or abandonment of the Premises by Tenant.
- (B) The failure by Tenant to make payment of rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of three (3) days after written



notice thereof from County to Tenant.

- (C) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than described in paragraph (B) above and Article 21.04(G), where such failure continues for a period of thirty (30) days after written notice hereof from County to Tenant provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within such thirty (30) day period and thereafter diligently pursues such cure to completion.
- (D) To the extent permitted by law, (i) the making by Tenant or any guarantor hereof of any general assignment, or general arrangement for the benefit of creditors; (ii) the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy [unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days]; (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.
- (E) The discovery by County that any information given to County by Tenant relating to this Lease was materially false.

17.03 Remedies. In the event of any default or breach by Tenant, County may at any time thereafter, with or without notice or demand and without limiting any other right or remedy which County may have under the law by reason of such default or breach, elect to exercise any one of the following remedies:

- (A) Declare the entire rent for the balance of the Term or any part thereof due and payable forthwith, and bring an action for the recovery thereof.
- (B) Declare the entire rent for the balance of then current Renewal Term (if Tenant has exercised its option to renew) or any part thereof due and payable forthwith, and bring an action for the recovery thereof.
- (C) Terminate Tenant's right to possession of the Premises by any lawful means and reenter and retake possession of the Premises for the



account of Tenant, in which case the rent and other sums hereunder shall be accelerated and due in full and Tenant shall be liable for the difference between the rent which is stipulated to be paid hereunder plus other sums as described herein and what County is able to recover from its good faith efforts to relet the Premises, which deficiency shall be paid by Tenant. Upon such reletting, all rentals received by County shall be applied, first to the payment of any indebtedness other than rent due hereunder from Tenant; second, to the payment of any reasonable costs and expenses of such reletting, which shall include all damages incurred by County due to Tenant's default including, but not limited to, the reasonable cost of recovering possession of the Premises including reasonable attorneys' fees, and reasonable real estate commissions paid by County relating to the unexpired term of this Lease; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be paid to Tenant.

- (D) Treat this Lease as terminated and re-enter and re-take possession of the Premises for the account of County, thereby terminating any further liability under this Lease on the part of Tenant and County. Notwithstanding the foregoing, County shall have a cause of action to recover any rent remaining unpaid when County retakes possession of the Premises for the account of County.
- (E) Stand by and do nothing, holding Tenant liable for the rent as it comes due.
- (F) Pursue any other remedy now or hereinafter available to Tenant under the laws of the State of Florida.

Notwithstanding any provision of this Lease to the contrary, County shall have the right to bring an action for its damages upon the occurrence of a default by Tenant and County reserves all rights which laws of the State of Florida confer upon a landlord against a tenant in default. Tenant hereby waives any additional notice Tenant may be entitled to under Florida law.

17.04 Default by County. County shall not be in default unless County fails to perform obligations imposed upon County hereunder within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to County, specifying wherein County has failed to perform such obligations; provided, however, that if the nature of County's obligations is such that more than thirty (30) days are required for performance then County shall not be in default if County commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

17.05 Surrender of Premises. Tenant expressly agrees that it shall immediately surrender the Premises to County in good condition, upon expiration or termination of this



Lease, depreciation and wear from ordinary use for the purpose for which the Premises were leased being excepted. In the event Tenant shall holdover, refuse, or fail to give up the possession of the Premises at the termination of this Lease, Tenant shall be liable to County for any and all damages, and in addition thereto, Tenant shall also be strictly liable to pay to County during the entire time period of such holdover, double rental, as provided for in Section 83.06, Florida Statutes. Tenant shall remove all of its personal property from the Premises prior to the expiration of this Lease. Any personal property of Tenant not removed by Tenant shall become the property of County.

## **ARTICLE 18**

### **ASSIGNMENT, TRANSFER AND SUBLETTING**

18.01 Assignment, Transfer and Subletting Generally. Tenant shall not, in any manner, assign, transfer or otherwise convey an interest in this Lease, or sublet the Premises or any portion thereof ("Assignment"), without the prior written consent of the Department, which consent may be granted or withheld by the Department in its sole discretion for any reason or no reason at all. Any such attempted Assignment without Departmental approval shall be null and void. In the event the Department consents in writing to an Assignment, Tenant shall have the right to the extent permitted by Department's consent to such Assignment, provided that the use of the Premises shall be limited to the same uses as are permitted under this Lease. Any permitted Assignment shall be subject to the same conditions, obligations and terms as set forth herein and Tenant shall be fully responsible for the observance by its assignees of the terms and covenants contained in this Lease. Notwithstanding anything in this Lease to the contrary, in the event of an approved Assignment, Tenant shall remain primarily liable to County for fulfilling all obligations, terms, and conditions of this Lease, throughout the Term and any extension hereof. County may freely assign this Lease at any time without the consent of Tenant, and upon assumption by such assignee of County's obligations hereunder, County shall be released from all liability and obligation arising hereunder upon such assignment. Notwithstanding, any provision of this Lease to the contrary, the consent of Department shall not be required for an assignment of this Lease in its entirety where all or substantially all of the assets of Tenant are acquired by another entity by reason of a merger acquisition, or other business reorganization, provided that Tenant provides written notice to County ten (10) days prior to the change in ownership.

18.02. Existing Subleases. County acknowledges that the Department consented to those certain sublease agreements more fully described in Exhibit "B" (the "Sublease Agreements") in accordance with the requirements of the Prior Lease. County and the Department hereby consent to the Sublease Agreements subject to the terms and conditions of this Lease. County and the Department expressly reject any provision of the Sublease Agreements which purport to grant the subtenant any greater rights than provided to Tenant under this Lease. This consent shall not impose any additional obligations on County or otherwise affect any of the rights of County under this Lease. This consent shall not operate as a waiver of any prohibition against further assignment or subletting without the Department's consent as provided in Article 18.01 above.



**ARTICLE 19**  
**INDEMNIFICATION**

Tenant agrees to protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including attorney fees at trial and appellate levels) and causes of action of every kind and character against, or in which County is named or joined, arising out of this Lease or Tenant's use or occupancy of the Premises, including, without limitation those arising by reason of any damage to property or the environment, or bodily injury (including death) incurred or sustained by any party hereto, or of any party acquiring any interest hereunder, any agent or employee of any party hereto or of any party acquiring an interest hereunder, and any third or other party whomsoever, or any governmental agency, arising out of or incident to or in connection with Tenant's acts, omissions or operations hereunder, or the performance, non-performance or purported performance of Tenant or any breach of the terms of this Lease; provided, however, Tenant shall not be responsible to County for damages resulting out of bodily injury (including death) or damages to property which are judicially determined to be solely attributable to the negligence of County its respective agents, servants, employees and officers. Tenant further agrees to hold harmless and indemnify County for any fines, citations, court judgments, insurance claims, restoration costs or other liability resulting from or in any way arising out of or due to Tenant's activities or operations or use of the Premises whether or not Tenant was negligent or even knowledgeable of any events precipitating a claim or judgment arising as a result of any situation involving said activities. Said indemnification shall be extended to include all deliverers, suppliers, furnishers of material, or anyone acting for, on behalf of, or at the request of Tenant. County agrees to give Tenant timely and reasonable notice of any claims and an opportunity to select its own legal counsel, as may be necessary to defend and resolve such claims; provided, however, Tenant acknowledges and agrees that Tenant's obligations under this Article shall not be diminished or affected in any respect based on County's delay or failure to provide such notice. Tenant acknowledges the broad nature of this indemnification and hold-harmless clause and that County would not enter into this Lease without the inclusion of such clause, and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by County in support of this indemnification in accordance with laws of the State of Florida. The obligations arising under this Article shall survive the expiration or termination of this Lease.

**ARTICLE 20**  
**ALTERATION OR ADDITIONS, SIGNS**

20.01 Alterations or Additions. Tenant shall make no alterations or additions to the



Premises or improvements constructed thereon, without the prior written consent of the Department, which consent may be granted or withheld by the Department in its sole discretion for any reason or no reason at all. Any such additions, alterations or improvements shall be made in accordance with the construction requirements contained herein and as established by the Department.

20.02 Signs. No signs, posters, or similar devices shall be erected, displayed, or maintained by Tenant elsewhere on the Airport without the written consent of the Department, which consent may be granted or withheld by the Department for any reason or no reason at all. All signs not approved by the Department shall be immediately removed at the sole cost and expense of Tenant upon written demand therefore by the Department.

## **ARTICLE 21**

### **LAWS, REGULATIONS AND PERMITS**

#### **21.01 General.**

(A) Tenant agrees that throughout the Term and any extension hereof, Tenant shall at all times be and shall remain in full and complete compliance with all applicable Federal, State and local laws, statutes, regulations, rules, rulings, orders, ordinances and directives of any kind or nature without limitation, as now or hereafter amended, including, but not limited to FAA Advisory Circulars and Airport Rules and Regulations.

(B) Tenant agrees that it shall require its appropriate managers, supervisors, and employees to attend such training and instructional programs as the Department may, from time to time require, in connection with the Airport Rules and Regulations and policies and procedures related to certification of the Airport under Title 14, Part 139 of the Code of Federal Regulations, as now or hereafter amended.

21.02 Permits and Licenses Generally. Tenant agrees that it shall, at its sole cost and expense, be strictly liable and responsible for obtaining, paying for, and maintaining current, and fully complying with, any and all permits, licenses and other governmental authorizations, however designated, as may be required at any time throughout the Term of this Lease or any extension hereof by any Federal, State or local governmental entity or any court of law having jurisdiction over Tenant or Tenant's operations and activities, for any activity of Tenant's conducted on the Premises and for any and all operations conducted by Tenant including ensuring that all legal requirements, permits, and licenses necessary for or resulting, directly or indirectly, from Tenant's operations and activities on the Premises have been obtained and are in full legal compliance. Upon the written request of the Department, Tenant shall provide to Department certified copies of any and all permits and licenses which Department may request.

21.03 Air and Safety Regulation. Tenant agrees that it shall conduct its operations



and activities under this Lease in a safe manner, shall comply with all safety regulations of the Department and with safety standards imposed by applicable Federal, State and local laws and regulations and shall require the observance thereof by all employees, contractors, business invitees and all other persons transacting business with or for Tenant resulting from, or in any way related to, the conduct of Tenant's business on the Premises. Tenant shall procure and maintain such fire prevention and extinguishing devices as required by County and by law and shall at all times be familiar and comply with the fire regulations and orders of County and the fire control agency with jurisdiction at the Airport, as same may now exist or hereafter come into being. Tenant hereby agrees that neither Tenant, nor employee or contractor or any person working for or on behalf of Tenant, shall require any personnel engaged in the performance of Tenant's operations to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health or safety, as determined by standards adopted pursuant to the Occupational Safety and Health Act of 1970, as same may be amended from time to time, as well as all State and local laws, regulations, and orders relative to occupational safety and health.

21.04 Environmental and Natural Resource Laws, Regulations and Permits.

- (A) Notwithstanding any other provision of the Lease to the contrary, Tenant hereby expressly covenants, warrants, guarantees and represents to County, upon which County expressly relies, that Tenant is knowledgeable of any and all Federal, State and local governmental laws, ordinances, regulations, orders and rules, without limitation, which govern or which in any way, apply to the direct or indirect results and impacts to the environment and natural resources due to, or in any way resulting from, the conduct by Tenant of its operations pursuant to this Lease or upon the Premises. Tenant agrees that it shall comply with all applicable Federal, State and local laws, regulations and ordinances protecting the environment and natural resources, as now or hereafter amended, including, but not limited to, the Federal Clean Water Act, Safe Drinking Water Act, Clean Air Act, Resource Conservation Recovery Act, and Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("Superfund").
- (B) Tenant acknowledges and understands that its operations performed pursuant to this Lease may involve the generation, processing, handling, storing, transporting and disposal of certain hazardous and/or toxic materials which are, or may be, subject to regulation by Federal, State or local laws, ordinances, regulations, rules, orders or other governmental rules and requirements.
- (C) Tenant expressly covenants, warrants, guarantees and represents to County, upon which County expressly relies, that Tenant is



knowledgeable of all such governmental laws and regulations governing hazardous and/or toxic waste, ground water contamination, air and water pollution, oil spills, sanitary and industrial waste, pollutants, cooling water and industrial storm water drainage. Tenant further expressly covenants, warrants, guarantees and represents that it is fully qualified to handle and dispose of any and all such hazardous and/or toxic waste materials, and all other pollutants and contaminants, in a manner which is both safe and in full compliance with any and all applicable Federal, State and local laws and regulations.

- (D) Tenant hereby expressly assumes and accepts full responsibility and liability for compliance with all such governmental laws and regulations in the handling and disposal of any and all hazardous waste and/or toxic materials, and all pollutants or contaminants of any kind, resulting from or arising out of Tenant's operations conducted on the Premises, and Tenant shall, prior to commencement of any such operations pursuant to this Lease, secure any and all permits, and properly make all necessary notifications as may be required by any and all governmental agencies having jurisdiction over parties or the subject matter hereof. Tenant further represents, warrants, guarantees and covenants to County, upon which County hereby expressly relies, that Tenant, its employees, agents, contractors, and those persons that are required to be so trained working for, or on behalf of, Tenant have been fully and properly trained in the handling of all such hazardous and toxic waste materials, and other pollutants and contaminants, and that such training, at a minimum, complies with any and all applicable Federal, State and local laws, ordinances, regulations, rulings, orders and standards, as now or hereafter amended.
- (E) Tenant shall provide to County satisfactory documentary evidence of all such requisite legal permits and notifications, as hereinabove required and as may be further required, upon request, from time to time by County.
- (F) If Tenant is deemed to be a generator of hazardous waste, as defined by State, Federal or local law:
  - (1) Tenant shall obtain an EPA identification number and the appropriate generator permit and shall comply with all requirements imposed upon a generator of hazardous waste including, but not limited to, ensuring that the appropriate transportation and disposal of such materials are conducted in full compliance with the law;



- (2) Provisions shall be made by Tenant to have an accurate inventory list (including quantities) of all such hazardous, toxic, and other contaminated or polluted materials, whether stored, disposed of, or recycled, available at all times for inspection at any time on the Premises by County;
  - (3) Notification of all hazardous waste activities by Tenant shall be made to the Palm Beach County Solid Waste Authority, Palm Beach County Environmental Resources Management Department, and such other agencies as County may from time to time designate, by Tenant so that it shall be included as a County Generator of such waste; and
  - (4) Tenant agrees that an emergency coordinator and phone number shall be furnished to the Department, Risk Management Department - Safety Division, and to all appropriate governmental entities having jurisdiction thereof in case of any spill, leak, or other emergency situation involving hazardous, toxic, flammable, and/or other pollutant/contaminated materials.
- (G) Violation of any part of the foregoing provisions or disposition by Tenant of any sanitary waste, pollutants, contaminants, hazardous waste, industrial cooling water, sewage or any other materials in violation of the provisions of this Article shall be deemed to be a default under this Lease and shall be grounds for termination of this Lease unless cured within ten (10) days of receipt of notice from the Department or as expeditiously as possible if the default cannot be completely cured within the ten (10) day period. Tenant shall be strictly liable for, and hereby expressly assumes all responsibility for all citations, fines, environmental controls and monitoring, clean-up and disposal, restoration and corrective measures resulting from or in any way connected with the improper use, handling, storage, and/or disposal of all pollutants or contaminated materials, as same are defined by law, by Tenant or by Tenant's employees, invitees, suppliers of service or furnishers of materials or any other person whomsoever, regardless of whether or not a default notice has been issued and notwithstanding any other obligations imposed upon Tenant pursuant to the terms of the Lease. All such remedies of County with regard to environmental requirements as set forth herein shall be deemed cumulative in nature and shall survive expiration or termination of this Lease.
- (H) Tenant agrees to protect, defend, reimburse, indemnify and hold



County, its agents, employees and elected officers harmless from and against any and all claims, liability, expenses, losses, costs fines and damages (including reasonable attorney fees at trial and appellate levels), arising from, resulting out of or in any way caused by or connected to Tenant's failure to comply with any and all applicable Federal, State and local laws, ordinances, regulations, rulings, orders and standards, now or hereafter promulgated for the purpose of protecting the environment or natural resources. Tenant understands that this indemnification is in addition to and is a supplement of Tenant's indemnification agreement set forth in Article 19 of this Lease. Tenant acknowledges the broad nature of this indemnification and hold-harmless clause and that County would not enter into this Lease without the inclusion of such clause, and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by County in support of this indemnification in accordance with laws of the State of Florida. The obligations arising under this Article 21.04(H) shall survive the expiration or termination of this Lease.

**ARTICLE 22**  
**AMERICANS WITH DISABILITIES ACT**

Tenant shall comply with the applicable requirements of the Americans with Disabilities Act and the State of Florida Accessibility Requirements Manual, and any similar or successor laws, ordinances, rules, and regulations, including cooperation with County, concerning the same subject matter.

**ARTICLE 23**  
**DISCLAIMER OF LIABILITY**

COUNTY HEREBY DISCLAIMS, AND TENANT HEREBY RELEASES COUNTY, FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE AND NUISANCE), FOR ANY LOSS, DAMAGE, OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY TENANT, ITS EMPLOYEES, AGENTS, OR INVITEES DURING THE TERM OF THIS LEASE OR ANY EXTENSION HEREOF INCLUDING, BUT NOT LIMITED TO, LOSS, DAMAGE OR INJURY TO THE IMPROVEMENTS OR PERSONAL PROPERTY OF TENANT OR TENANT'S BUSINESS INVITEES THAT MIGHT BE LOCATED OR STORED ON THE PREMISES, UNLESS SUCH LOSS, DAMAGE OR INJURY IS CAUSED BY COUNTY'S NEGLIGENCE. THE PARTIES HERETO EXPRESSLY AGREE THAT UNDER NO CIRCUMSTANCES SHALL COUNTY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE, AND NUISANCE); SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR ANY OTHER DAMAGE RELATED TO THE



LEASING OF THE PREMISES PURSUANT TO THIS LEASE. TENANT RELEASES COUNTY FROM ANY AND ALL LIABILITY RELATING TO ANY INFORMATION PROVIDED BY COUNTY RELATING TO THIS LEASE. FURTHERMORE, TENANT ACKNOWLEDGES AND AGREES THAT ITS USE OF ANY SUCH INFORMATION, WHETHER PREPARED OR PROVIDED BY COUNTY OR OTHERWISE, IN DETERMINING WHETHER TO ENTER INTO THIS LEASE WAS AT ITS SOLE RISK. THE FOREGOING DISCLAIMER SHALL NOT BE CONSTRUED TO CONSTITUTE AN AGREEMENT BY TENANT TO INDEMNIFY COUNTY FOR COUNTY'S NEGLIGENT, WILLFUL OR INTENTIONAL ACTS.

#### **ARTICLE 24** **REMEDIES CUMULATIVE**

The rights and remedies of the parties hereto with respect to any of the terms and conditions of this Lease shall be cumulative and not exclusive and shall be in addition to all other rights and remedies of the parties.

#### **ARTICLE 25** **GOVERNMENTAL RESTRICTIONS**

25.01 Federal Right to Reclaim. In the event a United States governmental agency shall demand and take over the entire facilities of the Airport or the portion thereof wherein the Premises are located, for public purposes for a period in excess of ninety (90) days, either party may terminate this Lease by providing written notice of such termination to the other party and the parties shall thereupon be released and fully discharged from any and all liability hereunder arising after such termination or as a result thereof. This Article 2501 shall not act or be construed as a waiver of any rights Tenant may have against the United States as a result of such taking.

25.02 Federal Review. Tenant acknowledges this Lease may be subject to review or inspection by the FAA to determine satisfactory compliance with Federal law or grant assurances and agrees that this Lease shall be in full force and effect and binding upon both parties pending such review or inspection by the FAA, if applicable; provided, however, that upon such review or inspection all parties hereto agree to modify any of the terms of this Lease which shall be determined by the FAA to be in violation of existing laws, regulations, grant assurances or other requirements.

25.03 County Tax Assessment Right. None of the terms, covenants and conditions of this Lease shall in any way be construed as a release or waiver on the part of County, as a political subdivision of the State of Florida, or any of the public officials of County of Palm Beach, of the right to assess, levy, and collect any ad valorem, non ad valorem, license, personal, intangible, occupation, or other tax which shall be lawfully imposed on the Premises, the business or property of Tenant.



25.04 Height Restriction. Tenant expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Premises to such a height so as to comply with Title 14, Part 77 of the Code of Federal Regulations, as now or hereafter amended.

25.05 Right of Flight. County reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft now known or hereafter used, for navigation of or flight in the said airspace for landing on, taking off from, or operating on the Airport.

25.06 Operation of Airport. Tenant expressly agrees for itself, its subleases, successors and assigns, to prevent any use of the Premises which would interfere with or adversely affect the operation, maintenance or development of the Airport, or otherwise constitute an Airport hazard.

25.07 Release. Tenant acknowledges that noise and vibration are inherent to the operation of Airport and hereby releases County from any and all liability relating to the same.

25.08 Exclusive Rights. Notwithstanding any provision of this Lease to the contrary, Tenant understands and agrees that the rights granted under this Lease are nonexclusive, other than the exclusive right of use of the Premises, and that County may grant similar privileges to another tenant or other tenants on other parts of the Airport.

25.09 Hazardous Wildlife Attractants. Tenant shall be prohibited from using the Premises in a manner which attracts, or has the potential to attract, hazardous wildlife to or in the vicinity of the Airport. Tenant acknowledges that water detention and retention areas are considered wildlife attractants and shall request the approval of the Department prior to constructing a water detention or retention area within the Premises. If approved by the Department, water detention or retention areas shall be in compliance with the siting, design and construction requirements of the Department. Tenant further agrees to comply with the provisions of Federal Aviation Administration Advisory Circular No. 150/5200-33, as now or hereafter amended, as such circular is interpreted by the Department.

## **ARTICLE 26** **NON-DISCRIMINATION**

Non-discrimination. Tenant for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (a) no person on the grounds of race, creed, color, national origin, sex, sexual orientation, religion, marital status, age, or disability shall be excluded from participation in or denied the use of the Premises, (b) in the construction of any improvements on, over, or under the Premises and



the furnishing of services, no person on the grounds of race, creed, color, national origin, sex, sexual orientation, religion, marital status, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (c) Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Part 21 of Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, as now or hereafter amended. In the event of the breach of any of the foregoing non-discrimination covenants, County shall have the right to terminate this Lease and to reenter and repossess the Premises and the facilities hereon, and hold the same as if said Lease had never been made or issued. This cancellation provision shall not be effective until the procedures of Title 49, Part 21 of the Code of Federal Regulations are followed and completed including exercise or expiration of appeal rights.

#### **ARTICLE 27**

#### **COUNTY NOT LIABLE**

County shall not be responsible or liable to Tenant for any claims for compensation or any losses, damages or injury whatsoever sustained by Tenant including, but not limited to, those resulting from failure of any water supply, heat, air conditioning, electrical current, or sewerage or drainage facility, or caused by natural physical conditions on the Premises, whether on the surface or underground, including stability, moving, shifting, settlement of ground, or displacement of materials by fire, water, windstorm, tornado, hurricane, act of God or state of war, civilian commotion or riot, or any cause beyond the control of County. All personal property placed on or moved on to the Premises shall be at the sole risk of Tenant. County shall not be liable for any damage or loss of any personal property placed or moved on to the Premises.

#### **ARTICLE 28**

#### **AUTHORIZED USES ONLY**

Notwithstanding any provision of this Lease to the contrary, Tenant shall not use or permit the use of the Premises or the Airport for any illegal or improper purpose or for any purpose which would invalidate any policies of insurance, now existing or hereafter written on the Premises or the Airport for County or Tenant.

#### **ARTICLE 29**

#### **CONDEMNATION BY THE COUNTY**

29.01 Air Traffic Control Tower/Runway Expansion. Tenant acknowledges that County may require the return of a portion of the Aircraft Parking Apron located within the West Tract for the construction of an Air Traffic Control Tower ("ATCT") and the expansion of Runway 9R/27L to approximately 5000 feet. The potential reduction in the Aircraft Parking Apron as a result of the construction of the ATCT and expansion of Runway



9R/27L to approximately 5000 feet is currently estimated to be approximately 70,000 square feet. County shall notify Tenant in writing in the event County requires the return of a portion of the Aircraft Parking Apron for the construction of the ATCT and/or expansion of Runway 9R/27L. The notification shall: (i) include a current survey of the area that County requires for the construction of the ATCT and/or expansion of Runway 9R/27L, which depicts the area(s) to be returned to County and the total square footage of such area(s); and (ii) indicates the date that County will require the area to be returned, which shall be no less than sixty (60) days from the date of the notice. Tenant agrees that it shall no longer have a leasehold interest in those area(s) required by County for the construction of the ATCT and expansion of Runway 9R/27L commencing on the date specified in the notification. Tenant acknowledges and agrees that its leasehold interest in the aforementioned area(s) shall be released at no cost or expense to County and that Tenant shall not be entitled to any reduction in any of the rentals, fees or other charges payable by Tenant to County under this Lease. No less than ten (10) days prior to the date County requires the return of the area(s) for the construction of the ATCT and/or expansion of Runway 9R/27L, the parties shall enter into an amendment, or amendments, to this Lease, which shall: (i) replace Exhibit "A" to Lease; (ii) reduce the square footage of the Aircraft Parking Apron; (iii) be effective on the date County requires the return of the areas(s) for the construction of the ATCT and/or expansion of Runway 9R/27L; and (iv) not provide for the reduction of any rentals, fees or other charges payable by Tenant to County under the Lease. An amendment entered into pursuant to this paragraph may be executed by the Director on behalf of County.

29.02 Condemnation by County. Tenant acknowledges that County may require the return of all or a portion of the Premises for the expansion of Runway 9R/27L beyond that contemplated in Article 29.01 above during the Term or Renewal Term. Under the Prior Lease, Tenant's leasehold interest in the Premises would have expired on November 24, 2015. At Tenant's request, County agreed, by entering into this Lease, to extend the term of Tenant's leasehold interest in the Premises to September 30, 2024 and to provide Tenant with an option to renew for an additional five (5) year term. In the event County exercises the power of eminent domain to condemn all or a portion of the Premises during the Term or Renewal Term, Tenant agrees that, for purposes of the condemnation proceedings, this Lease shall be deemed to expire on November 24, 2015 and Tenant's leasehold interest in Premises shall be valued, and all other damages determined, as if this Lease expires on November 24, 2015. Tenant shall not be entitled to receive any award or payment in condemnation proceedings initiated by County with respect to, or demand compensation for, the loss of or damage to Tenant's leasehold interest, including, but not limited to, business and severance damages, based, in whole or in part, on Tenant's leasehold interest in the Premises beyond November 24, 2015. In the event of a total condemnation by County, this Lease shall terminate as of the date of such taking. In the event of a partial condemnation by County, this Lease shall terminate shall terminate as to that portion of the Premises condemned. In the event of a partial condemnation by County, Tenant may elect to terminate this Lease within thirty (30) days from the date of condemnation upon written notice to County. In the event Tenant elects not to terminate this Lease, this Lease shall be deemed to continue as to remaining portion of the Premises



and the square footage of the Premises upon which Tenant is required to pay rental shall be reduced pro rata based on the amount of property condemned. In the event of a partial or complete termination of this Lease, Tenant shall remain liable for all matters arising under this Lease prior to such termination or which expressly survive termination.

### **ARTICLE 30** **MISCELLANEOUS**

30.01 Waiver. The failure of County to insist on a strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that County may have for any subsequent breach, default, or non-performance, and County's right to insist on strict performance of this Lease shall not be affected by any previous waiver or course of dealing.

30.02 Subordination.

- (a) Subordination to Bond Resolution. This Lease and all rights granted to Tenant hereunder are expressly subordinated and subject to the lien and provisions of the pledge, transfer, hypothecation or assignment made by County in the Bond Resolution, and County and Tenant agree that to the extent permitted by authorizing legislation, the holders of the Bonds or their designated representatives shall exercise any and all right of County hereunder to the extent such possession, enjoyment and exercise are necessary to insure compliance by Tenant and County with the terms and provisions of this Lease and Bond Resolution.
- (b) Subordination to Federal 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, of which the Premises are a part, 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 any of its 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.

30.03 Easement. Nothing in this Lease shall impair any existing utility easements, nor impair the right of access to any existing utility lines. County reserves the right to grant utility easements, licenses and rights-of way to others over, under, through, across or on the Premises; provided, however, that such grant is not materially detrimental to the proper conduct of Tenant's operations.



30.04 Independent Contractor. Tenant or any successor in interest to this Lease, is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and County shall in no way be responsible therefor.

30.05 Governmental Authority. Nothing in this Lease shall be construed to waive or limit the County's governmental authority as a political subdivision of the State of Florida to regulate Tenant or its operations. The County's obligations under this Lease are made in a proprietary capacity rather than in a governmental capacity and such agreements shall not be construed as limiting, prohibiting or eliminating the obligation of the parties to comply with all applicable rules, regulations, ordinances, statutes and laws, nor alter or impair the County's governmental functions, including, without limitation, the County's right to lawfully exercise its regulatory authority over the development of the Premises, nor as enabling, permitting, or creating any cause of action or claim arising out of the lawful exercise of the County's governmental authority.

30.06 Rights Reserved to the County. All rights not specifically granted Tenant by this Lease are reserved to County.

30.07 Invalidity of Clauses. The invalidity of any portion, article, paragraph, provision, clause or any portion thereof of this Lease shall have no effect upon the validity of any other part or portion hereof.

30.08 Governing Law. This Lease shall be governed by and in accordance with the laws of the State of Florida.

30.09 Venue. Venue in any action, suit or proceeding in connection with this Lease shall be filed and held in a State court of competent jurisdiction located in Palm Beach County, Florida.

30.10 Inspections. Notwithstanding any provision of this Lease to the contrary, Tenant agrees that authorized employees and representatives of County and any Federal, State and local governmental entity having jurisdiction over Tenant's operations or activities on the Premises shall have the right of access to the Premises at all reasonable times for the purposes of inspection for compliance with the provisions of this Lease and applicable laws.

30.11 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, 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 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 designated 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:

County:

With a copy to:

Palm Beach County  
Department of Airports  
Director  
846 Palm Beach International Airport  
West Palm Beach, Florida 33406-1470

Palm Beach County Attorney's Office  
301 North Olive Avenue  
Suite 601  
West Palm Beach, Florida 33401  
ATTN: Airport Attorney

Tenant:

With a copy to:

Joe Goldstein, Vice President  
and General Counsel  
Signature Flight Support  
201 S. Orange Ave, Suite 1100  
Orlando, Florida 32801

Robert Grant, General Manager  
Signature Flight Support-Palm Beach, Inc.  
1500 Perimeter Road  
West Palm Beach, Florida 33406

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

30.12 Paragraph Headings. The heading of the various articles and sections of this Lease, and its Table of Contents, 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 Lease or any part or parts of this Lease.

30.13 No Recording. Neither this Lease, nor any memorandum or short form hereof, shall be recorded in the Public Records of Palm Beach County, Florida.

30.14 Binding Effect. The terms, conditions and covenants of this Lease shall inure to the benefit of and be binding upon the parties hereto and their successors, assigns and subtenants, if any. This provision shall not constitute a waiver of any conditions against assignment or subletting.

30.15 Time of Essence. The parties expressly agree that time is of the essence in this Lease and the failure by Tenant to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of County, in addition to any other rights or remedies, relieve County of any obligation to accept such performance without liability.

30.16 Non-Exclusivity of Remedies. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or



hereafter existing at law or inequity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

30.17 Construction. No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Lease. Thus, the terms of this Lease shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof, shall be held by a court of competent jurisdiction to be invalid, such shall not effect the remaining portions of this Lease and the same shall remain in full force and effect.

30.18 No Broker. Tenant represents and warrants that Tenant has not dealt with any real estate salesperson, agent, finder or broker in connection with this Lease and Further agrees to indemnify, defend and hold harmless County from and against any claims or demands of any such salesperson, agent, finder or broker claiming to have dealt with Tenant. The foregoing indemnification shall include all costs, expenses and fees, including reasonable attorney's fees at trial and all appellate levels, expended or incurred in the defense of any such claim or demand.

30.19 Public Entity Crimes. As provided in Section 287.132-133, Florida Statutes, by entering into this Lease or performing any work in furtherance hereof, Tenant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the effective date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

30.20 Entirety of Agreement. The parties agree that this Lease sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Lease may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

30.21 Remedies Cumulative. The rights and remedies of the parties hereto with respect to any of the terms and conditions of this Lease shall be cumulative and not exclusive and shall be in addition to all other rights and remedies of the parties.

30.22 Incorporation by References. Exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Lease by such reference.

30.23 Radon. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon



testing may be obtained from County's public health unit.

30.24 Replacement of Prior Lease. The parties acknowledge and agree that this Lease shall replace and supercede the Prior Lease upon the Commencement Date; provided, however, Tenant shall remain obligated for any rentals, obligations or other liabilities under the Prior Lease accruing prior to the Commencement Date.

30.25 Survival. Notwithstanding any early termination of this Lease, Tenant shall remain obligated hereunder to perform any duty, covenant or obligation imposed upon Tenant hereunder arising prior to the date of such termination.

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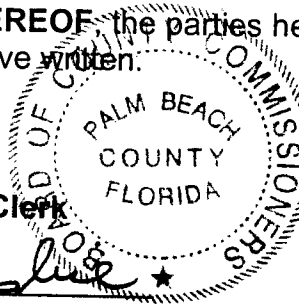


IN WITNESS WHEREOF the parties hereto have duly executed this Lease as of the day and year first above written.

ATTEST:

DOROTHY H. WILKEN, Clerk

By: Judith Crook  
Deputy Clerk



PALM BEACH COUNTY, a political subdivision of the State of Florida by its Board of County Commissioners

By: Karen T. Marcus  
Karen T. Marcus, Chair

R2004 1990  
SEP 30 2004

(SEAL)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: Dan Bube  
County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By: Sam Kelly  
Director, Department of Airports

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

Clara Margaret H. Groover  
Signature

Clara Margaret H. Groover  
Print Name

Karen A. White-Evans  
Signature

Karen A. White-Evans  
Print Name

TENANT  
Signature Flight Support Corporation

By: [Signature]  
Signature

JOHN G. FARMER  
Print Name

VICE-PRESIDENT, OPERATIONS  
Title

(Seal)

APPROVED AS TO FORM:

CHG 8/26/04  
LEGAL DEPT.



DATA SIGNATURE LEASE (S-14)  
PROPERTY DESCRIPTION

A PARCEL OF LAND SITUATE IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE SOUTH 87° 54' 34" EAST ALONG THE SOUTH LINE SAID SOUTHWEST QUARTER OF SECTION 32, A DISTANCE OF 586.89 FEET; THENCE NORTH 15° 23' 34" WEST, A DISTANCE OF 106.39 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 15° 23' 34" WEST ALONG SAID LINE, A DISTANCE OF 426.70 FEET; THENCE SOUTH 74° 31' 28" WEST, A DISTANCE OF 43.89 FEET; THENCE NORTH 15° 23' 34" WEST, A DISTANCE OF 71.97 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 51.50 FEET AND A CENTRAL ANGLE OF 90° 00' 00"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 80.90 FEET; THENCE NORTH 74° 36' 28" EAST, A DISTANCE OF 198.07 FEET; THENCE NORTH 15° 23' 34" WEST, A DISTANCE OF 22.61 FEET; THENCE NORTH 74° 34' 58" EAST, A DISTANCE OF 1272.68 FEET TO THE NORTHWEST CORNER OF THE EXISTING JET AVIATION LEASE; THENCE SOUTH 11° 05' 51" EAST ALONG THE WEST LINE OF SAID LEASE THE NEXT THREE COURSES ARE COINCIDENT WITH THE WEST LINE OF THE EXISTING JET AVIATION LEASE; A DISTANCE OF 214.63 FEET; THENCE SOUTH 07° 54' 39" EAST, A DISTANCE OF 300.40 FEET; THENCE SOUTH 15° 25' 02" EAST, A DISTANCE OF 123.23 FEET TO THE NORTH LINE OF THE AIRPORT PERIMETER ROAD; THENCE SOUTH 76° 54' 44" WEST ALONG SAID NORTH LINE, THE NEXT SEVEN COURSES ARE COINCIDENT WITH THE NORTH LINE OF SAID PERIMETER ACCESS ROAD, A DISTANCE OF 12.11 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 578.00 FEET AND A CENTRAL ANGLE OF 12° 31' 15"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 126.31 FEET; THENCE SOUTH 89° 25' 59" WEST, A DISTANCE OF 230.35 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 622.00 FEET (A RADIAL LINE FROM SAID POINT BEAR SOUTH 00° 32' 54" EAST FROM SAID POINT) AND A CENTRAL ANGLE OF 28° 46' 13"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 312.33 FEET; THENCE SOUTH 60° 40' 51" WEST, A DISTANCE OF 32.07 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 878.00 FEET AND A CENTRAL ANGLE OF 29° 10' 35"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 447.10 FEET; THENCE SOUTH 89° 51' 28" WEST, A DISTANCE OF 219.36 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING PARCEL

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 32; THENCE NORTH 87° 54' 34" WEST ALONG THE SOUTH LINE SAID SOUTHWEST QUARTER OF SECTION 32, A DISTANCE OF 766.02 FEET; THENCE NORTH 02° 05' 26" EAST, A DISTANCE OF 586.56 FEET TO THE NORTH LINE OF THE AIRPORT PERIMETER ROAD AND THE POINT OF BEGINNING; THENCE NORTH 07° 18' 12" WEST ALONG SAID LINE RADIAL TO THE NEXT COURSE, A DISTANCE OF 21.29 FEET TO A POINT ON THE ARC OF CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 556.71 FEET AND A CENTRAL ANGLE OF 01° 24' 54"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 15.75 FEET TO A POINT ON THE ARC OF CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 533.38 FEET AND A CENTRAL ANGLE OF 03° 42' 25"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 34.51 FEET; THENCE SOUTH 09° 35' 43" EAST RADIAL TO THE NEXT COURSE, A DISTANCE OF 23.31 FEET TO A POINT ON THE ARC OF CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 556.71 FEET AND A CENTRAL ANGLE OF 01° 00' 44"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 9.84 FEET; THENCE SOUTH 09° 34' 58" EAST RADIAL TO THE NEXT COURSE, A DISTANCE OF 21.29 FEET TO SAID NORTH LINE OF THE AIRPORT PERIMETER ROAD AND A POINT ON THE ARC OF CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 578.00 FEET AND A CENTRAL ANGLE OF 01° 16' 47"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 12.91 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 21.4157 ACRES OR 932.869 SQUARE FEET MORE OR LESS.

SURVEYOR'S REPORT

BEARINGS ARE BASED ON A GRID (NAD 83, 1990 ADJUSTED) BEARING OF SOUTH 07° 54' 34" EAST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 43 SOUTH, RANGE 43 EAST (AS SHOWN ON THIS SURVEY) AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

THIS INSTRUMENT PREPARED BY GLENN W. MARK, P.L.S., IN THE OFFICE OF THE COUNTY ENGINEER, 160 AUSTRALIAN AVENUE, WEST PALM BEACH, FLORIDA 33406.

NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR.

IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY, WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR.

SEE THE RECORDED DOCUMENTS CITED ON THIS DRAWING FOR ADDITIONAL INFORMATION.

FIELD WORK FOR THIS PROJECT IS LOCATED IN FIELD BOOK 1123 P & D. INSTRUMENTS USED WERE THE TOPCON GTS-4 TOTAL STATION #2 & MUSKY DATA COLLECTOR.

THE FILE NAMES ARE 03013-03.ZAK, 2003013-03.DAT, 2003013-03.WPD, 2003013-03.TXT.

THE SURVEY WAS LAST REVIEWED IN THE FIELD ON THE FOLLOWING DATE: 01/14/03. REVISITED ON 03/20/03 TO SET ONE CORNER & REMOVE 2 OTHERS PER NEW BOUNDARY.

SEE CERTIFIED CORNER RECORDS DOC. # 54088, 54089, 54090, 53500, 53501, 53503 FOR THE SECTION CORNER ASSOCIATED WITH SECTION 32, TOWNSHIP 43 SOUTH, RANGE 43 EAST.

ALL EXISTING AND ESTABLISHED CONTROL BASED ON THE MEASUREMENTS SHOWN, MEET OR EXCEED THE RELATIVE DISTANCE ACCURACY REQUIREMENT OF 1:10,000 (COMMERCIAL/HIGH RISK) REQUIRED BY THIS SURVEY.

THE AIRPORT PERIMETER ROAD WAS ESTABLISHED FROM A DIGITAL FILE PROVIDED BY THE DEPARTMENT OF AIRPORTS - ACCESS.DWG AND IS NOW FILED ALONG WITH THE DIGITAL FILES FOR THE AIRPORTS.

THE DIVIDING LINE BETWEEN THE RAMP AND BUILDINGS WAS ESTABLISHED BASED ON THE DIRECTION OF AIRPORT PERSONNEL AND IS SHOWN FOR CALCULATION PURPOSES ONLY.

NO EXISTING IMPROVEMENTS WERE LOCATED BY THIS SURVEY. THE BUILDINGS THAT ARE SHOWN WERE LOCATED FOR CALCULATION PURPOSES ONLY AND WERE TAKEN OFF OF THE BOUNDARY SURVEY DONE BY TIMOTHY M. SMITH LAND SURVEYING, INC., INC. NO. SIGN5104 - DATED MARCH 2001 ON FILE IN THE OFFICE OF THE DEPARTMENT OF AIRPORTS. NO FIELD VERIFICATION OF THE LOCATION OF THE BUILDINGS WAS MADE IN THIS OFFICE.

# COUNTY OF PALM BEACH STATE OF FLORIDA

## BOARD OF COUNTY COMMISSIONERS

### PROJECT NO. 2003013-03

# P.B.I.A. SIGNATURE LEASE (S-14) BOUNDARY SURVEY

KAREN T. MARCUS  
DISTRICT 1

JEFF KOONS  
DISTRICT 2

MARY MCCARTY  
DISTRICT 4

TONY MASILOTTI  
DISTRICT 6

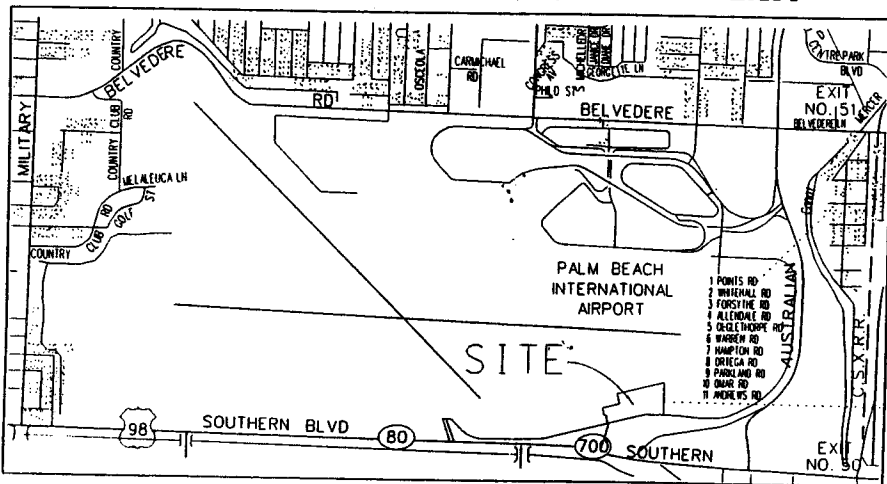


WARREN H. NEWELL  
DISTRICT 3

BURT AARONSON  
DISTRICT 5

ADDIE L. GREENE  
DISTRICT 7

### SECTION 32, TOWNSHIP 43 SOUTH, RANGE 43 EAST



LOCATION MAP  
N.T.S.

Exhibit A - Premises  
Signature Flight Support  
Corporation of Palm Beach, Inc.  
Page 1 of 4

- LEGEND
- 10/M = DESCRIPTION & MEASURED
  - P.O.B. = POINT OF BEGINNING
  - P.O.C. = POINT OF COMMENCEMENT
  - P.L.S. = PROFESSIONAL LAND SURVEYOR
  - P.B.I.A. = PALM BEACH INTERNATIONAL AIRPORT
  - L.S. = LICENSED SURVEYOR
  - D = DELTA
  - R = RADIUS
  - L = LENGTH
  - C = CALCULATED

PALM BEACH COUNTY  
ENGINEERING AND PUBLIC WORKS  
ENGINEERING SERVICES  
P. O. BOX 31279, WEST PALM BEACH, FLORIDA

REVISION	DATE	BY	DATE	BY
1	03/20/03	GLENN W. MARK	03/20/03	GLENN W. MARK
2	03/20/03	GLENN W. MARK	03/20/03	GLENN W. MARK

SCALE: AS NOTED  
APPROVED: W.C.E.  
DRAWN: A.B.F.  
CHECKED: G.W.M.  
DATE: 12/04/02

SURVEYOR'S REPORT (CONTINUING)

THERE ARE NO APPARENT USAGES ON THE PROPERTY, OTHER THAN THOSE ITEMS SHOWN ON THIS SURVEY.

UNDERGROUND FOUNDATIONS AND UTILITIES MAY BE PRESENT. NO UNDERGROUND FOUNDATIONS OR UTILITIES WERE LOCATED BY THIS SURVEY.

COORDINATES SHOWN ARE GRID  
DATUM = NAD 83, 1990 ADJUSTMENT  
ZONE = FLORIDA EAST  
LINEAR UNITS = US SURVEY FOOT  
COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION  
ALL DISTANCES ARE GROUND.  
PROJECT SCALE FACTOR = 1.0000313610  
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE  
ALL FEATURE SYMBOLS SHOWN ARE NOT TO SCALE.

CERTIFIED TO : PALM BEACH COUNTY DEPARTMENT OF AIRPORTS

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

I HEREBY CERTIFY THAT THE BOUNDARY SURVEY SHOWN HEREON WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT SAID SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GLENN W. MARK PLE  
FLORIDA CERTIFICATE NO. 5304

6/1/04  
DATE

PROJECT: P.B.I.A. SIGNATURE  
LEASE (S-14)  
BOUNDARY SURVEY  
DRAWING NO: S-3-02-1820  
DESIGN FILE NAME: S-3-02-1820.dgn

SHEET: 1  
OF: 2



SCALE: 1" = 60'

P.B.I.A. PROPERTY

- East Tract  
A. Aircraft Parking Apron 465,742 SF.  
B. Ground - East Tract 467,127 SF.

Signature Flight Support  
Corporation of Palm Beach, Inc.  
Page 2 of 2

P.B.I.A. PROPERTY  
JET AVIATION  
LEASE

SET  
P.K. NAIL & WASHER  
"S-14 LEASE G.M.A.R. L.S. # 5304"

SET  
5/8" IRON ROD & CAP  
"G.M.A.R. L.S. # 5304"

BUILDING 1500  
6,233 SQ. FT.  
(SEE NOTE)

BUILDING 1500 E  
METAL AIRPLANE HANGAR  
32,714 SQ. FT.  
(SEE NOTE)

BUILDING 1500 A  
METAL AIRPLANE HANGAR  
33,385 SQ. FT.  
(SEE NOTE)

BUILDING 1500 D  
METAL AIRPLANE HANGAR  
34,415 SQ. FT.  
(SEE NOTE)

BUILDING 1500 C  
METAL AIRPLANE HANGAR  
14,959 SQ. FT.  
(SEE NOTE)

BUILDING 1500 E  
ADDITION  
41,879 SQ. FT.  
(SEE NOTE)

FUEL FARM

P.O.B.  
SET  
5/8" IRON ROD & CAP  
"G.M.A.R. L.S. # 5304"

SET  
5/8" IRON ROD & CAP  
"G.M.A.R. L.S. # 5304"

SET  
5/8" IRON ROD & CAP  
"G.M.A.R. L.S. # 5304"

SET  
5/8" IRON ROD & CAP  
"G.M.A.R. L.S. # 5304"

SET  
5/8" IRON ROD & CAP  
"G.M.A.R. L.S. # 5304"

SET  
5/8" IRON ROD & CAP  
"G.M.A.R. L.S. # 5304"

R = 533.39' (D&M)  
Δ = 03°42'25" (D&M)  
L = 34.51' (D&M)

R = 556.71' (D&M)  
Δ = 01°24'54" (D&M)  
L = 13.75' (D&M)

R = 508.34' (D&M)  
Δ = 01°16'41" (D&M)  
L = 12.91' (D&M)

R = 578.00' (D&M)  
Δ = 01°16'41" (D&M)  
L = 12.91' (D&M)

DETAIL  
NOT TO SCALE

SOUTH QUARTER CORNER SECTION 32  
TOWNSHIP 43 SOUTH, RANGE 43 EAST  
PALM BEACH COUNTY POSITION

P.O.C.  
SOUTHWEST CORNER SECTION 32  
TOWNSHIP 43 SOUTH, RANGE 43 EAST  
PALM BEACH COUNTY POSITION



PALM BEACH COUNTY  
ENGINEERING AND PUBLIC WORKS  
ENGINEERING SERVICES  
P. O. BOX 21229, WEST PALM BEACH, FLORIDA

REVISION	DATE	BY	DATE	BY
1	12/04/02	G.W.M.	12/04/02	G.W.M.
2	12/04/02	G.W.M.	12/04/02	G.W.M.

SCALE: AS NOTED  
APPROVED: W.C.E.  
DRAWN: A.B.F.  
CHECKED: G.W.M.  
DATE: 12/04/02  
FIELD BOOK NO. 11230

PROJECT: P.B.I.A. SIGNATURE  
LEASE (S-14)  
BOUNDARY SURVEY  
DESIGN FILE NAME 5-3-02-1820.dgn  
DRAWING NO. S-3-02-1820

SHEET: 2  
OF: 2  
PROJECT NO. 2003013-03



6/22/02



TABULAR DATA:	
AIRCRAFT PARKING APRON	422,624 SQ. FT.
GROUND AREA	102,464 SQ. FT.

Exhibit A - Premises  
Signature Flight Support  
Corporation of Palm Beach, Inc.  
Page 4 of 4

PALM BEACH COUNTY  
ENGINEERING AND PUBLIC WORKS  
ENGINEERING SERVICES  
P.O. BOX 2129, WEST PALM BEACH, FLORIDA



REVISION	DATE	BY
REVISE PARCEL & STATION LESS OUT	5/04	PMW
1		

SCALE: 1" = 60'  
APPROVED: G.W.M.  
DRAWN: E.A.O./J.F.  
CHECKED: W.C.C.  
DATE: 1/24/03  
FIELD BOOK NO. 1123 P & D

P.B.I.A. SIGNATURE LEASE HOLDING (S-7) BOUNDARY SURVEY OF	DESIGN FILE NAME S-3-02-1822 (S-7) dep	DRAWING NO. S-3-02-1822
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SHEET: 2	OF: 2	PROJECT NO. 2003013-02
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