

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: July 10, 2007

Consent Regular
 Workshop Public Hearing

Submitted By: Department of Airports

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: Ten (10) original Agreements for the Department of Airports.

- A. North County General Aviation Airport Hangar Lease Agreement with PNC Leasing, LLC, Hangar No. 11220-04, effective 5/29/2007.
- B. North County General Aviation Airport Hangar Lease Agreement with Robert Woods, Hangar No. 11240-11, effective 6/5/2007.
- C. Consent to Assignment of North County General Aviation Airport Executive Hangar Lease Agreement to Mustang Air, Inc. for Hangar Number 11250-06, effective 6/5/2007.
- D. Consent to Assignment of North County General Aviation Airport Executive Hangar Lease Agreement to Thomas J. Dise for Hangar Number 11250-07, effective 6/6/2007.
- E. Access Agreement for Remedial Work Extension No. 1 with Remediation and Liability Management Company, Inc. (REALM), effective 6/21/2007 through 6/20/2008 (amending R-2006-1109).
- F. Access Agreement with Catalfumo Construction and Development, Inc., effective 6/4/2007 through 6/27/2007.
- G. General Aeronautical Services Agreement with GFM Service, Inc., effective 5/29/2007.
- H. Consent to Sublease between Computer Sciences Corporation and Gulfstream International Airlines, Inc., effective 6/7/2007.
- I. Agreement to Terminate Hangar Lease Agreement with Scott Kramer for Hangar No. 14, Building 11720, effective 5/22/2007 with a termination date of 5/31/2007, (amending R-2003-1307).
- J. Agreement to Terminate Hangar Lease Agreement with Patricia A. Brennan Holdings LLC for Hangar No. 11, Building 11240, effective 6/5/2007 with a termination date of 6/30/2007, (amending R-2005-0167).

Summary: Delegation of authority for execution of the standard County agreements above was approved by the BCC in R-94-1453, R-2003-1047, R-2004-1367 and R-2006-1109. **Countywide (AH)**

Background and Justification: N/A

Attachments: Ten (10) Standard Agreements for the Department of Airports

Recommended By:  6/19/07
Department Director Date

Approved By:  6/20/07
County Administrator Date

**NORTH COUNTY GENERAL AVIATION AIRPORT
HANGAR LEASE AGREEMENT**

MAY 29 2007

This Lease, is made and entered into this _____ day of _____ 2007, (the "Effective Date") by and between Palm Beach County, a political subdivision of the state of Florida (the "COUNTY"), and PNC Leasing, LLC., whose address is 923 Pompano Drive, Jupiter, Florida, 33458 ("LESSEE").

WITNESSETH

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

WHEREAS, COUNTY has certain property at the Airport which is available for lease; and

WHEREAS, LESSEE has indicated willingness and demonstrated the ability to lease the Airport property in accordance with the terms and conditions of this Lease.

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 hereto expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions.

1. **Term.** The term of this Lease shall be for a period of one (1) year commencing upon the 1st day of June, 2007 (the "Commencement Date") and terminating on the 31st day of May, 2008. This Lease shall be automatically renewed at one (1) year intervals thereafter; provided, however, either party may elect to not renew this Lease upon providing no less than thirty (30) days advance written notice to the other party prior to the expiration of the then current term.

2. **Premises.** COUNTY hereby leases to LESSEE and LESSEE hereby rents from COUNTY that certain hangar identified as unit number 4, Building 11220, containing a total of 1,400 square feet, located at the Airport, all as more particularly described on Exhibit "A", dated January 1, 1999, attached hereto and made a part hereof (the "Premises").

3. **Rental.** LESSEE shall pay COUNTY as the initial annual rental for the Premises, the sum of Four Thousand Eight Hundred Dollars (\$4,800.00), payable in equal monthly installments of Four Hundred Dollars (\$400.00), plus any applicable taxes as may be required by law. Payment of rental by LESSEE to County shall commence on the Commencement Date. Rental shall be payable in advance, without demand and without any deduction, hold back or set off whatsoever, on or before the first day of each and every month throughout the term of this Lease, as adjusted in accordance with the provisions of Section 5 below. If the Commencement Date occurs on a day other than the first day of a month, LESSEE shall pay rent from the Commencement Date to the first day of the following month on a per diem basis [calculated on the basis of a thirty (30) day month], payable in advance on the Commencement Date. Any rent payment due hereunder for any other fractional month shall likewise be calculated and paid on such a per diem basis. Rental payable for each month during any renewal term shall be the monthly rental in effect for the prior year, as adjusted in accordance with the provisions of Section 5 below. Rental shall be made payable to Palm Beach County Board of Commissioners and shall be mailed or hand delivered to the following address:

Department of Airports
Fiscal Department
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470

COUNTY may, at any time, elect to hire, utilize, or select an agent(s) to administer this Lease and to collect rent payments on behalf of COUNTY and the Department. COUNTY will provide thirty (30) days written notice to LESSEE prior to any change in payment procedure or the payment addresses. COUNTY may offer alternative methods of payment, including, but not limited to, payment by debit card, credit card, or similar method of payment. If LESSEE selects an alternative method of payment, LESSEE agrees to abide by any terms and conditions promulgated by COUNTY in connection with the abovementioned method of payment. Interest at the rate established from time-to-time by the COUNTY (currently set at one and one-half percent [1-1/2%] per month not to exceed eighteen percent (18%) per annum) shall accrue against the delinquent payment(s) from date due until the date payment is received by the Department. Notwithstanding the foregoing, COUNTY shall not be prevented from terminating this Lease for default in the payment of rentals or from enforcing any other provisions contained herein or implied by law.

4. **Payment of Taxes.** LESSEE shall pay any and all taxes and other costs lawfully assessed against its leasehold interest in the Premises, its improvements and its operations under this Lease. LESSEE shall have the right to contest the amount or validity of any tax or assessment payable by it by appropriate legal proceedings, but this shall not be deemed or construed in any way as relieving, modifying, or extending LESSEE's covenants to pay any such tax or assessment, unless the legal proceedings shall operate to prevent the collection of the tax or assessment. Upon termination of such legal proceedings, LESSEE shall pay the amount of any such

tax or assessment, or part thereof, as finally determined in such proceedings, the payment of which may have been deferred during the prosecution thereof, together with any costs, fees, interest, penalties, or other liabilities in connection therewith.

5. Adjustment of Rent. The amount of rentals due hereunder may be adjusted from time-to-time by the COUNTY. In such event, LESSEE shall be provided at least ninety (90) days advance written notice prior to the commencement of any new rental rate. Notwithstanding anything to the contrary contained in this Lease, the rental rate shall be maintained at all times to ensure compliance with the provisions Section 710 (rate covenant) of the Palm Beach County Airport System Revenue Bond Resolution, dated April 3, 1984, as amended, and supplemented (the "Bond Resolution"), which is hereby incorporated by reference and made a part hereof.

6. Security Deposit. LESSEE shall pay to COUNTY, prior to the Commencement Date of this Lease, a refundable security deposit, in the form of a certified or cashier's check, in an amount equal to three (3) months rental due hereunder. The security deposit shall be held by the Department and will be refunded to LESSEE upon termination of this Lease provided that LESSEE is not in default of any of the provisions of this Lease; the Premises are left in good and serviceable condition, to be determined in the sole discretion of the Department; all rentals, fees, and taxes due are paid in full by LESSEE; and LESSEE has returned the Airport access card key to the Department. If there is a rental or fee deficiency or if the Premises require maintenance or repair in order to be returned to serviceable condition, the Department may apply the security deposit, or any part thereof, to the deficiency or to costs incurred by COUNTY, plus any applicable administrative overhead.

7. Additional Rent. Any and all sums of money or charges required to be paid by LESSEE 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 LESSEE of all Additional Rent as are available to COUNTY with regard to annual rent.

8. Description of Specific Privileges, Uses and Rights. The County hereby grants to LESSEE, the limited right to use the Premises for the following purposes, and for no other purposes whatsoever, all of which shall be subject to the terms, conditions, and covenants set forth in this Lease:

A. LESSEE shall use the Premises to store aircraft which are owned by or leased to LESSEE and registered with the Department in accordance with the provisions of this Lease (the "Registered Aircraft").

FAA Registration No. N632AC

Make: Cessna

Model: U206G

LESSEE shall promptly register all aircraft being stored within the Premises with the Department. LESSEE shall not use the Premises for any commercial purpose, including, but not limited to, the sale of products or services of any kind, whether or not such transactions are engaged in for a profit. LESSEE shall not store or park aircraft within the Premises, which are not owned or leased by LESSEE and registered with the Department in accordance with the provisions of this Section.

B. LESSEE may perform preventive maintenance on the Registered Aircraft, of the kind and to the extent permitted by Title 14, Part 43.3 Appendix A, paragraph (C) of the Code of Federal Regulations entitled "Preventive Maintenance", as may be amended from time to time. LESSEE shall not perform repairs or maintenance to its Aircraft on any ramp, apron, taxiway, runway or other public area of the Airport.

C. LESSEE agrees that use of the Premises shall be in accordance with federal, state and local laws and regulations including, but not limited to, the Palm Beach County Airport Rules and Regulations, Resolution No. R-98-220, as amended and as may be amended from time to time.

D. LESSEE's aircraft shall not be parked or positioned in such common use areas so as to block, limit or restrict the use of the ramps, aprons or taxiways by other Airport tenants or users.

E. LESSEE may place within the Premises a small desk, workbench, tool cabinet and necessary small hand tools required for work permitted under Section 8 (B) above.

F. LESSEE may store parts and accessories within the Premises for the Registered Aircraft; provided, however, storage of any parts, accessories, hulls, or incomplete aircraft, which are not manufactured for use on, or cannot be readily adapted for use on the Registered Aircraft for the Premises is prohibited.

G. LESSEE may park one (1) operable automobile within the Premises, but only while the Registered Aircraft is in use.

- H. LESSEE may install within the Premises one (1) hand-operated winch, and/or one (1) motorized towing vehicle to assist with maneuvering and hanging of aircraft.
- I. LESSEE may store not more than five (5) gallons of flammable fluid within the Premises, provided that any such storage shall be limited to NFPA-approved containers, or unopened original cans.
- J. LESSEE shall not use the Premises to store furniture, boats, recreational vehicles, hang gliders, ultralights, inoperative or unregistered aircraft (except to the extent permitted under Section 8(F) and (G) above), utility trailers, or any other objects unrelated to the purposes for which the Premises have been leased.
- K. LESSEE shall not perform repair service on automobiles or automotive equipment of any kind, other than an authorized motorized towing vehicle, from or at the Premises.
- L. LESSEE shall not perform painting or "doping" operations of any kind within the Premises and shall not install or use compressors for any purpose; provided, however, LESSEE may use non-electric, non-combustible, air pressure tanks used to inflate aircraft landing gear tires within the Premises.
- M. LESSEE shall install and maintain an appropriate fire extinguisher within the Premises at all times.
- N. Subject to written approval of the Department, LESSEE may be permitted to use approved electrical appliances that have a combined maximum load of 5.0 amps or less. Such electrical appliances shall not be used on a continual basis or while the Registered Aircraft is not within the Premises or while the LESSEE is not actually working within the Premises. It shall be the responsibility of the LESSEE to request and obtain the Department's written approval of the installation and use of approved electrical appliances and failure to do so may result in termination of this Lease or other action deemed appropriate by the Department. In addition to any other remedy or action available to COUNTY, COUNTY shall have, and LESSEE hereby agrees that COUNTY shall have the right to enter onto the Premises and remove therefrom any and all electrical appliances or devices which COUNTY has not approved for installation and use in the Premises. COUNTY shall not be held liable for any such loss or damage suffered by the LESSEE as a result of such action by COUNTY unless such loss or damage results from solely from negligence of COUNTY, its officers, agents, or employees.
- O. LESSEE shall not have open flames or weld within the Premises.
- P. LESSEE shall keep hangar doors closed when the Registered Aircraft is not being stored within the Premises.
- Q. No running water or washing of aircraft shall take place within the Premises, or any other Airport location except the COUNTY approved aircraft wash rack.

9. Description of General Privileges, Uses and Rights. In addition to the specific privileges granted in Section 8 above, COUNTY hereby grants to LESSEE the following general, nonexclusive privileges, uses, and rights on the Airport, all of which shall be subject to the terms, conditions, and covenants set forth in this Lease:

- 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). For purposes of this Lease, "public Airport facilities" shall include all necessary roadways, sidewalks, or other public facilities appurtenant to the Airport, which 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. Said right shall be subject to such laws, rules, regulations and orders as now or may hereafter have application at the Airport.

Except as expressly set forth in Sections 9 (A) and (B) above, nothing contained in this Lease shall be construed to grant to LESSEE the right to use any space or area improved or unimproved which is leased to a third party, or which COUNTY has not leased herein.

10. Condition of Premises. LESSEE acknowledges that COUNTY has made no representations or warranties of any nature whatsoever regarding the Premises including, without limitation, the physical and/or environmental condition of the Premises, or any improvements located thereon, or the value of such Premises or improvements, or the suitability of the Premises for LESSEE's intended use thereof.

11. Obligations of COUNTY.

A. Condition of Airport. Except as to the Premises and facilities leased to others by COUNTY, COUNTY shall maintain all public Airport facilities in good and adequate condition for their intended use to the extent required by law.

B. Utilities. COUNTY shall provide at no additional cost to LESSEE electrical power within the Premises for lighting and the operation of electrical appliances as approved by the Department pursuant to Section 8 above, if any.

12. Obligations of LESSEE.

A. Maintenance. LESSEE shall, at its sole cost and expense, maintain the Premises in a clean, safe and presentable condition consistent with good business practice, industry standards, and in accordance with all applicable laws, regulations, and rules of any applicable governmental entity. LESSEE shall repair all damages to the Premises and improvements caused by its employees, patrons, invitees, suppliers of services or furnishers of material, or any other persons whomsoever, and all damages caused by or resulting from or in any way arising out of LESSEE's operations thereon or LESSEE's use of the Premises. LESSEE hereby agrees that it shall abide by the decision of the Department with respect to any and all such maintenance or repair. Upon written notice by the Department to LESSEE, LESSEE shall perform the required maintenance or repair in accordance with the Department's decision. If LESSEE has not made a good faith effort, as determined by the Department, to begin to perform the required maintenance or repair within twenty (20) days after written notice and to diligently pursue the same to completion, COUNTY shall have the right to enter the Premises and perform the necessary maintenance or repair, and LESSEE hereby expressly agrees that it shall fully assume and be liable to COUNTY for payment of any costs incurred by COUNTY, plus a twenty-five percent (25%) administrative overhead. Such maintenance or repair cost, plus the administrative cost, shall be due and payable within thirty (30) days from the date of the Department's billing therefore.

B. Security. LESSEE acknowledges and accepts full responsibility for the security and protection of the Premises and any and all of LESSEE's property placed upon the Premises. LESSEE fully understands that the police security protection provided by COUNTY is limited to that provided to any other business situated in Palm Beach County by the Palm Beach County Sheriff's Office, and expressly acknowledges that any special security measures deemed necessary or desirable for additional protection of the Premises and property thereon, shall be the sole responsibility of LESSEE and shall involve no cost to COUNTY. COUNTY shall have the right to review, change, alter, or revise any security policy or procedure at any time based on the COUNTY's responsibility to operate the Airport in a safe and secure manner.

13. Indemnification. LESSEE 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 LESSEE'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 LESSEE's acts, omissions or operations hereunder, or the performance, non-performance or purported performance of LESSEE or any breach of the terms of this Lease; provided, however, LESSEE shall not be responsible to COUNTY for damages resulting out of body 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. LESSEE 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 LESSEE's activities or operations or use of the Premises whether or not LESSEE was negligent or even knowledgeable of any events precipitating a claim or judgment arising as a result of any situation involving said activities. This indemnification shall be extended to include all deliverers, suppliers, furnishers of material, or anyone acting for, on behalf of, or at the request of LESSEE. LESSEE recognizes the broad nature of this indemnification and hold-harmless clause, and acknowledges that COUNTY would not have entered 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. The obligations arising under this Section shall survive the expiration or termination of this Lease.

14. Insurance. Without limiting LESSEE's obligation to indemnify COUNTY, as provided herein, LESSEE shall provide, pay for, and maintain in force at all times during the term of this Lease, a policy of Aircraft/General Liability Insurance to protect against bodily injury liability and property damage in an aggregate amount of not less than Five Hundred Thousand Dollars (\$500,000). If LESSEE will be operating vehicles on the Airport, LESSEE shall provide Automobile Liability Insurance coverage with minimum limits of One Hundred Thousand Dollars (\$100,000) per person, Three Hundred Thousand Dollars

(\$300,000) per accident for bodily injury, and Fifty Thousand Dollars (\$50,000) per accident for property damage. A certificate(s) evidencing all required insurance must be provided to COUNTY prior to the Commencement Date of this Lease and renewal certificates must be provided throughout the term of this Lease. Certificate(s) of insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. COUNTY shall have the right to review and modify insurance requirements of this Lease from time to time, provided that COUNTY gives LESSEE ninety (90) days prior written notice of any such change.

15. Assignment by LESSEE. LESSEE shall not assign an interest in this Lease, or any part thereof, without the prior written consent of the Department, which consent may be granted or withheld at the Department's sole and absolute discretion for any reason or no reason at all. Any attempted assignment without Department approval shall be null and void. In the event the Department provides such consent, LESSEE shall have the right only to the extent permitted by the Department's consent to assign all or any portion of the Premises, provided that any such assignment shall be limited to only the same purposes as are permitted under this Lease. LESSEE is expressly prohibited from subleasing, mortgaging or otherwise encumbering this Lease, or any part thereof. Any such sublease, mortgage or encumbrance shall be considered null and void and will be considered grounds for termination of this Lease.

16. Assignment by COUNTY. COUNTY may freely assign this Lease at any time without the consent of LESSEE, and COUNTY shall be released from all liability and obligation arising under this Lease upon such assignment. In the event of an assignment by COUNTY, LESSEE agrees that it shall recognize COUNTY's assignee as its new landlord under this Lease upon the effective date of such assignment. LESSEE acknowledges and agrees that this Lease shall be subject and subordinate to any future agreement entered into between COUNTY and its assignee related to the Premises, and shall be given only such effect as will not conflict with nor be inconsistent with terms and conditions of such agreement. LESSEE acknowledges and agrees that COUNTY may transfer any security deposit held by COUNTY pursuant to Section 6 above to COUNTY's assignee.

17. Signs and Improvements. No signs, emblems, or advertising shall be placed or erected on or in the Premises, nor shall LESSEE make any alterations, changes or additions to the Premises.

18. Disclaimer of Liability. COUNTY HEREBY DISCLAIMS, AND LESSEE 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 LESSEE, 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 LESSEE OR LESSEE'S 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. LESSEE RELEASES COUNTY FROM ANY AND ALL LIABILITY RELATING TO ANY INFORMATION PROVIDED BY COUNTY RELATING TO THIS LEASE. FURTHERMORE, LESSEE 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 LESSEE TO INDEMNIFY THE COUNTY FOR THE COUNTY'S NEGLIGENT, WILLFUL OR INTENTIONAL ACTS.

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

- A. The vacating or abandonment of the Premises by LESSEE for a period of more than sixty (60) consecutive, calendar days.
- B. The failure by LESSEE to make payment of rent or any other payment required to be made by LESSEE, as and when due, where such failure shall continue for a period of three (3) days after written notice from the Department to LESSEE.
- C. The failure by LESSEE to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by LESSEE, other than described in paragraph B. above, where such failure shall continue for a period of fifteen (15) days after written notice from the Department; provided, however, that if the nature of LESSEE's default is such that more than fifteen (15) days are reasonably required for its cure, then LESSEE shall not be deemed to be in default if LESSEE has commenced such cure within such fifteen (15) day period and thereafter diligently pursues such cure to completion.
- D. To the extent permitted by law, (i) The making by LESSEE or any guarantor hereof of any general assignment, or general arrangement for the benefit of creditors; (ii) the filing by or against LESSEE of a petition to have LESSEE 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 LESSEE, the same is dismissed within sixty (60) days]; (iii) the appointment of a trustee or receiver to take possession of substantially all of LESSEE's assets located at the Premises or of LESSEE's interest in this Lease, where possession is not restored to LESSEE within thirty (30) days; or (iv) the attachment, execution or other judicial seizure of substantially all of LESSEE's assets located at the Premises or of LESSEE'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 LESSEE relating to this Lease was materially false.

20. Remedies. In the event of any such material default or breach by LESSEE, 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 Lease term, or any part thereof, due and payable forthwith, and bring an action for the recovery thereof.

B. Terminate LESSEE's right to possession of the Premises by any lawful means and reenter and retake possession of the Premises for the account of LESSEE, in which case the rent and other sums due hereunder shall be accelerated and due in full and LESSEE shall be liable for the difference between the rent which is stipulated to be paid hereunder plus other sums as described herein and what LESSEE is able to recover from its good faith efforts to relet the Premises, which deficiency shall be paid by LESSEE. Upon such reletting, all rentals received by COUNTY shall be applied, first to the payment of any indebtedness other than rent due under this Lease from LESSEE; second, to the payment of any costs and expenses of such reletting, which shall include all damages incurred by COUNTY due to LESSEE's default including, but not limited to, the cost of recovering possession of the Premises including attorneys' fees, expenses relating to the renovation or alteration of the Premises, and 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 LESSEE.

C. Treat this Lease as terminated and reenter and retake possession of the Premises for the account of COUNTY, thereby terminating any further liability under this Lease on the part of LESSEE 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.

D. Stand by and do nothing, holding LESSEE liable for the rent as it comes due.

E. Pursue any other remedy now or hereafter available to COUNTY under the laws and judicial decisions of the State of Florida.

Notwithstanding anything in this Lease to the contrary, upon the occurrence of a material default or breach of this Lease by LESSEE, COUNTY shall have the right to bring an action for damages. COUNTY further reserves all rights which the laws of the State of Florida confer upon a landlord against a Tenant in default.

21. Termination by LESSEE. LESSEE may terminate this Lease, if LESSEE is not in default of this Lease, by giving COUNTY sixty (60) days' advance written notice to be served as hereinafter provided, upon or after the happening of any one of the following events:

- A. The issuance by any court of competent jurisdiction of an injunction in any way preventing the use of the Airport for Airport purposes or a substantial part of the Premises, which injunction remains in force for a period of at least ninety (90) days.
- B. The default by COUNTY in the performance of any covenant or agreement required to be performed by COUNTY and the failure of COUNTY to remedy such default for a period of ninety (90) days after receipt from LESSEE of written notice to remedy same; provided, however, that no notice of cancellation, as provided herein, shall be of any force or effect if COUNTY shall have remedied the default prior to receipt of LESSEE's notice of termination; or in the event the same cannot be cured within such ninety (90) day period and COUNTY has commenced such cure and thereafter diligently pursues the same until completion.
- C. The lawful assumption by the United States Government or any authorized agency thereof, of the operation, control, or use of the Airport and facilities, or any substantial part or parts thereof, in such a manner as to substantially restrict the operation of LESSEE, for a period of at least ninety (90) days.

In the event of termination as herein provided, the parties shall be relieved of all obligations created hereunder except for those obligations accruing prior to termination of this Lease and those obligations that specifically survive termination of this Lease.

22. **Surrender of Premises.** LESSEE expressly agrees that it shall immediately surrender the Premises to COUNTY in good and fit 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. All repairs and obligations that LESSEE is responsible for shall be completed by the earliest practical date prior to surrender. In the event LESSEE shall holdover, refuse, or fail to give up the possession of the Premises at the termination of this Lease, LESSEE shall be liable to COUNTY for any and all damages, and in addition thereto, LESSEE 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. LESSEE shall remove all of its personal property from the Premises prior to the expiration of this Lease. Any personal property of LESSEE, including, but not limited to aircraft, not removed shall become the property of COUNTY.

23. **Inspection.** COUNTY, its agents and employees and any applicable Federal, State or local governmental entity having jurisdiction shall have the right to enter the Premises at any time for the purpose of inspecting the Premises for compliance with the provisions of this Lease and/or applicable laws. LESSEE agrees that COUNTY may take such action and to make such repairs or alterations as are, in the sole opinion of the COUNTY, desirable or necessary, and to take such materials into or out of the Premises for the safe and economical accomplishment of said purposes without in any way being deemed guilty of an actual or constructive eviction of the LESSEE.

24. **Relationship of the Parties.** LESSEE 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.

25. **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.

26. **Notice.** Any notice given under the provisions of this Lease shall be in writing and shall be delivered (as elected by the party giving such notice) by hand delivery, courier service, nationally-recognized overnight mail service, or 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 service, 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:

Department of Airports
Palm Beach County
Building 846, Palm Beach International Airport
West Palm Beach, Florida 33406-1491

With a copy to:

Palm Beach County Attorney's Office
Chief Deputy County Attorney
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401

LESSEE:

PNC Leasing, LLC
c/o Paul Caillette
923 Pompano Drive
Jupiter, FL. 33458
(561) 386-1604

E-mail Address:

Either 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.

27. **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 Section shall not act or be construed as a waiver of any rights LESSEE may have against the United States as a result of such taking.

28. Federal Review. LESSEE acknowledges this Lease may be subject to review or inspection by the Federal Aviation Administration to determine satisfactory compliance with Federal law or grant assurances and this Lease shall be in full force and effect and binding upon both parties pending such review or inspection by the Federal Aviation Administration, 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 Federal Aviation Administration to be in violation of existing laws, regulations, grant assurances or other requirements.

29. 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 the COUNTY, as a political subdivision of the State of Florida, or any of the public officials of the County of Palm Beach, of the rights 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 LESSEE.

30. Height Restriction. LESSEE 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 amended and as may be amended from time to time.

31. 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.

32. Operation of Airport. LESSEE expressly agrees for itself, its 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.

33. Release. LESSEE acknowledges that noise and/or vibration are inherent to the operation of Airport and hereby releases COUNTY from any and all liability relating to the same.

34. Non-discrimination. LESSEE for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (a) that 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) that in the construction of any improvements on, over, or under such 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) that LESSEE shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended from time to time. 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 said 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, Code of Federal Regulations, Part 21, are followed and completed including exercise or expiration of appeal rights.

35. COUNTY not Liable. COUNTY shall not be responsible or liable to LESSEE for any claims for compensation or any losses, damages or injury whatsoever sustained by LESSEE including, without limitation, 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 onto the Premises shall be at the sole risk of LESSEE. COUNTY shall not be liable for any damage or loss of said personal property.

36. Compliance with Laws. Notwithstanding anything to the contrary herein, LESSEE 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 LESSEE.

37. 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, event of default, or nonperformance, and COUNTY's right to insist on strict performance of this Lease shall not be affected by any previous waiver or course of dealing.

38. Subordination to Bond Resolution. This Lease and all rights granted to LESSEE 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 LESSEE agree that to the extent permitted by authorizing legislation, the holders of the Bonds or their designated representatives shall exercise any and all rights of COUNTY hereunder to the extent such possession, enjoyment and exercise

are necessary to insure compliance by LESSEE and COUNTY with the terms and provisions of this Lease and Bond Resolution.

39. **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. LESSEE 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.

40. **Exclusive Rights.** Notwithstanding anything contained in this Lease to the contrary, it is expressly understood and agreed 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 lessee or other lessees on other parts of the Airport.

41. **Public Entity Crimes.** As provided in sections 287.132-133, Florida Statutes, as may be amended from time to time, by entering into this Lease or performing any work in furtherance hereof, LESSEE 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.

42. **Governmental Authority.** Nothing in this Lease shall be construed to waive or limit COUNTY's governmental authority as a political subdivision of the State of Florida to regulate LESSEE or its operations.

43. **Rights Reserved to the COUNTY.** All rights not specifically granted LESSEE by this Lease are reserved to the COUNTY.

44. **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.

45. **Paragraph Headings.** The heading of the various articles and sections of this Lease 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.

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

47. **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 and assigns, if any. This provision shall not constitute a waiver of any conditions against assignment or subletting.

48. **Performance.** The parties expressly agree that time is of the essence in this Lease and the failure by LESSEE 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.

49. **No Broker.** LESSEE warrants to COUNTY that no real estate broker or agent has been used or consulted in connection with the transaction contemplated by this Lease and agrees to indemnify and hold COUNTY harmless from all loss, cost, damage or expense (including reasonable attorneys' fees) incurred by COUNTY as a result of any claim arising out of the acts of LESSEE (or others on its behalf) for a commission, finder's fee or similar compensation made by any broker or agent who claims to have dealt with LESSEE.

50. **Excusable Delay.** Any party in performing under this Lease shall use reasonable efforts to remedy the cause or causes of an excusable delay. Excusable delays are those delays due to force majeure, acts of God, fire, flood, earthquake, explosion, riot, sabotage, windstorm, or labor dispute, and shall toll the time to perform under this Lease.

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

52. **Venue and Governing Law.** To the extent allowed by law, the venue for any action arising from this Lease shall be in Palm Beach County, Florida. This Lease shall be governed by and in accordance with the laws of the State of Florida.

53. **Negotiated Agreement.** The parties agree that they have had meaningful discussion and/or negotiation of the provisions, terms and conditions contained in this Lease. Therefore, doubtful or ambiguous provisions, of any, contained in this Lease shall not be construed against the party who physically prepared this Lease.

54. **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.

55. **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.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first written above.

Witnesses:
Connie Shofner
Signature
Connie Shofner
Print Name

BY ITS DIRECTOR OF AIRPORTS

By: Paul Kelly
Director

Colleen Hawkins
Signature
Colleen Hawkins
Print Name

Witnesses:

X Mary Jane Boyce
Signature
Mary Jane Boyce
Print Name

X Elizabeth Dunbar
Signature
ELIZABETH DUNBAR
Print Name

LESSEE: .

X By Paul Callorette MGR
PAUL CALLORETTE, MGR
Print Name

By: Paul Kelly
Print Name

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: Anne Helgand
County Attorney

**NORTH COUNTY GENERAL AVIATION AIRPORT
HANGAR LEASE AGREEMENT**

This Lease, is made and entered into this JUN 5 2007 day of _____, 2007, (the "Effective Date") by and between Palm Beach County, a political subdivision of the state of Florida (the "COUNTY"), and Robert Woods, whose address is 731 Sandy Point Lane, North Palm Beach, Florida 33410 ("LESSEE").

WITNESSETH

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

WHEREAS, COUNTY has certain property at the Airport which is available for lease; and

WHEREAS, LESSEE has indicated willingness and demonstrated the ability to lease the Airport property in accordance with the terms and conditions of this Lease.

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 hereto expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions.

1. **Term.** The term of this Lease shall be for a period of one (1) year commencing on the 1st day of July, 2007, (the "Commencement Date") and terminating on the 31st day of June, 2008. This Lease shall be automatically renewed at one (1) year intervals thereafter; provided, however, either party may elect to not renew this Lease upon providing no less than thirty (30) days advance written notice to the other party prior to the expiration of the then current term.

2. **Premises.** COUNTY hereby leases to LESSEE and LESSEE hereby rents from COUNTY that certain hangar identified as unit number 11, Building 11240, containing a total of 1,400 square feet, located at the Airport, all as more particularly described on Exhibit "A", dated May 1, 1997, attached hereto and made a part hereof (the "Premises").

3. **Rental.** LESSEE shall pay COUNTY as the initial annual rental for the Premises, the sum of Four Thousand Eight Hundred Dollars (\$4,800.00), payable in equal monthly installments of Four Hundred Dollars (\$400), plus any applicable taxes as may be required by law. Payment of rental by LESSEE to County shall commence on the Commencement Date. Rental shall be payable in advance, without demand and without any deduction, holdback or set off whatsoever, on or before the first day of each and every month throughout the term of this Lease, as adjusted in accordance with the provisions of Section 5 below. If the Commencement Date occurs on a day other than the first day of a month, LESSEE shall pay rent from the Commencement Date to the first day of the following month on a per diem basis [calculated on the basis of a thirty (30) day month], payable in advance on the Commencement Date. Any rent payment due hereunder for any other fractional month shall likewise be calculated and paid on such a per diem basis. Rental payable for each month during any renewal term shall be the monthly rental in effect for the prior year, as adjusted in accordance with the provisions of Section 5 below. Rental shall be made payable to Palm Beach County Board of Commissioners and shall be mailed or hand delivered to the following address:

Department of Airports
Fiscal Department
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470

COUNTY may, at any time, elect to hire, utilize, or select an agent(s) to administer this Lease and to collect rent payments on behalf of COUNTY and the Department. COUNTY will provide thirty (30) days written notice to LESSEE prior to any change in payment procedure or the payment addresses. COUNTY may offer alternative methods of payment, including, but not limited to, payment by debit card, credit card, or similar method of payment. If LESSEE selects an alternative method of payment, LESSEE agrees to abide by any terms and conditions promulgated by COUNTY in connection with the abovementioned method of payment. Interest at the rate established from time-to-time by the COUNTY (currently set at one and one-half percent [1-1/2%] per month not to exceed eighteen percent (18%) per annum) shall accrue against the delinquent payment(s) from date due until the date payment is received by the Department. Notwithstanding the foregoing, COUNTY shall not be prevented from terminating this Lease for default in the payment of rentals or from enforcing any other provisions contained herein or implied by law.

4. **Payment of Taxes.** LESSEE shall pay any and all taxes and other costs lawfully assessed against its leasehold interest in the Premises, its improvements and its operations under this Lease. LESSEE shall have the right to contest the amount or validity of any tax or assessment payable by it by appropriate legal proceedings, but this shall not be deemed or construed in any way as relieving, modifying, or extending LESSEE's covenants to pay any such tax or assessment, unless the legal proceedings shall operate to prevent the collection of the tax or assessment. Upon termination of such legal proceedings, LESSEE shall pay the amount of any such tax or assessment, or part thereof, as finally determined in such

proceedings, the payment of which may have been deferred during the prosecution thereof, together with any costs, fees, interest, penalties, or other liabilities in connection therewith.

5. Adjustment of Rent. The amount of rentals due hereunder may be adjusted from time-to-time by the COUNTY. In such event, LESSEE shall be provided at least ninety (90) days advance written notice prior to the commencement of any new rental rate. Notwithstanding anything to the contrary contained in this Lease, the rental rate shall be maintained at all times to ensure compliance with the provisions Section 710 (rate covenant) of the Palm Beach County Airport System Revenue Bond Resolution, dated April 3, 1984, as amended, and supplemented (the "Bond Resolution"), which is hereby incorporated by reference and made a part hereof.

6. Security Deposit. LESSEE shall pay to COUNTY, prior to the Effective Date of this Lease, a refundable security deposit, in the form of a certified or cashier's check, in an amount equal to three (3) months rental due hereunder. The security deposit shall be held by the Department and will be refunded to LESSEE upon termination of this Lease provided that LESSEE is not in default of any of the provisions of this Lease; the Premises are left in good and serviceable condition, to be determined in the sole discretion of the Department; all rentals, fees, and taxes due are paid in full by LESSEE; and LESSEE has returned the Airport access card key to the Department. If there is a rental or fee deficiency or if the Premises require maintenance or repair in order to be returned to serviceable condition, the Department may apply the security deposit, or any part thereof, to the deficiency or to costs incurred by COUNTY, plus any applicable administrative overhead.

7. Additional Rent. Any and all sums of money or charges required to be paid by LESSEE 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 LESSEE of all Additional Rent as are available to COUNTY with regard to annual rent.

8. Description of Specific Privileges, Uses and Rights. The County hereby grants to LESSEE, the limited right to use the Premises for the following purposes, and for no other purposes whatsoever, all of which shall be subject to the terms, conditions, and covenants set forth in this Lease:

A. LESSEE shall use the Premises to store aircraft which are owned by or leased to LESSEE and registered with the Department in accordance with the provisions of this Lease (the "Registered Aircraft").

FAA Registration No.	<u>N6EN</u>
Make:	<u>Beechcraft</u>
Model:	<u>B55 Baron</u>

LESSEE shall promptly register all aircraft being stored within the Premises with the Department. LESSEE shall not use the Premises for any commercial purpose, including, but not limited to, the sale of products or services of any kind, whether or not such transactions are engaged in for a profit. LESSEE shall not store or park aircraft within the Premises, which are not owned or leased by LESSEE and registered with the Department in accordance with the provisions of this Section.

B. LESSEE may perform preventive maintenance on the Registered Aircraft, of the kind and to the extent permitted by Title 14, Part 43.3 Appendix A, paragraph (C) of the Code of Federal Regulations entitled "Preventive Maintenance", as may be amended from time to time. LESSEE shall not perform repairs or maintenance to its Aircraft on any ramp, apron, taxiway, runway or other public area of the Airport.

C. LESSEE agrees that use of the Premises shall be in accordance with federal, state and local laws and regulations including, but not limited to, the Palm Beach County Airport Rules and Regulations, Resolution No. R-98-220, as amended and as may be amended from time to time.

D. LESSEE's aircraft shall not be parked or positioned in such common use areas so as to block, limit or restrict the use of the ramps, aprons or taxiways by other Airport tenants or users.

E. LESSEE may place within the Premises a small desk, workbench, tool cabinet and necessary small hand tools required for work permitted under Section 8(B) above.

F. LESSEE may store parts and accessories within the Premises for the Registered Aircraft; provided, however, storage of any parts, accessories, hulls, or incomplete aircraft, which are not manufactured for use on, or cannot be readily adapted for use on the Registered Aircraft for the Premises is prohibited.

G. LESSEE may park one (1) operable automobile within the Premises, but only while the Registered Aircraft is in use.

H. LESSEE may install within the Premises one (1) hand-operated winch, and/or one (1) motorized towing vehicle to assist with maneuvering and hanging of aircraft.

I. LESSEE may store not more than five (5) gallons of flammable fluid within the Premises, provided that any such storage shall be limited to NFPA-approved containers, or unopened original cans.

J. LESSEE shall not use the Premises to store furniture, boats, recreational vehicles, hang gliders, ultralights, inoperative or unregistered aircraft (except to the extent permitted under Section 8(F) and (G) above), utility trailers, or any other objects unrelated to the purposes for which the Premises have been leased.

K. LESSEE shall not perform repair service on automobiles or automotive equipment of any kind, other than an authorized motorized towing vehicle, from or at the Premises.

L. LESSEE shall not perform painting, or "doping" operations of any kind within the Premises and shall not install or use compressors for any purpose; provided, however, LESSEE may use non-electric, non-combustible, air pressure tanks used to inflate aircraft landing gear tires within the Premises.

M. LESSEE shall install and maintain an appropriate fire extinguisher within the Premises at all times.

N. Subject to written approval of the Department, LESSEE may be permitted to use approved electrical appliances that have a combined maximum load of 5.0 amps or less. Such electrical appliances shall not be used on a continual basis or while the Registered Aircraft is not within the Premises or while the LESSEE is not actually working within the Premises. It shall be the responsibility of the LESSEE to request and obtain the Department's written approval of the installation and use of approved electrical appliances and failure to do so may result in termination of this Lease or other action deemed appropriate by the Department. In addition to any other remedy or action available to COUNTY, COUNTY shall have, and LESSEE hereby agrees that COUNTY shall have the right to enter onto the Premises and remove therefrom any and all electrical appliances or devices which COUNTY has not approved for installation and use in the Premises. COUNTY shall not be held liable for any such loss or damage suffered by the LESSEE as a result of such action by COUNTY unless such loss or damage results from solely from negligence of COUNTY, its officers, agents, or employees.

O. LESSEE shall not have open flames or weld within the Premises.

P. LESSEE shall keep hangar doors closed when the Registered Aircraft is not being stored within the Premises.

Q. No running water or washing of aircraft shall take place within the Premises, or any other Airport location except the COUNTY approved aircraft wash rack.

9. Description of General Privileges, Uses and Rights. In addition to the specific privileges granted in Section 8 above, COUNTY hereby grants to LESSEE the following general, nonexclusive privileges, uses, and rights on the Airport, all of which shall be subject to the terms, conditions, and covenants set forth in this Lease:

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). For purposes of this Lease, "public Airport facilities" shall include all necessary roadways, sidewalks, or other public facilities appurtenant to the Airport, which 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. Said right shall be subject to such laws, rules, regulations and orders as now or may hereafter have application at the Airport.

Except as expressly set forth in Sections 9 (A) and (B) above, nothing contained in this Lease shall be construed to grant to LESSEE the right to use any space or area improved or unimproved which is leased to a third party, or which COUNTY has not leased herein.

10. Condition of Premises. LESSEE acknowledges that COUNTY has made no representations or warranties of any nature whatsoever regarding the Premises including, without limitation, the physical and/or environmental condition of the Premises, or any improvements located thereon, or the value of such Premises or improvements, or the suitability of the Premises for LESSEE's intended use thereof.

11. Obligations of COUNTY.
- A. Condition of Airport. Except as to the Premises and facilities leased to others by COUNTY, COUNTY shall maintain all public Airport facilities in good and adequate condition for their intended use to the extent required by law.
- B. Utilities. COUNTY shall provide at no additional cost to LESSEE electrical power within the Premises for lighting and the operation of electrical appliances as approved by the Department pursuant to Section 8 above, if any.
12. Obligations of LESSEE.
- A. Maintenance. LESSEE shall, at its sole cost and expense, maintain the Premises in a clean, safe and presentable condition consistent with good business practice, industry standards, and in accordance with all applicable laws, regulations, and rules of any applicable governmental entity. LESSEE shall repair all damages to the Premises and improvements caused by its employees, patrons, invitees, suppliers of services or furnishers of material, or any other persons whomsoever, and all damages caused by or resulting from or in any way arising out of LESSEE's operations thereon or LESSEE's use of the Premises. LESSEE hereby agrees that it shall abide by the decision of the Department with respect to any and all such maintenance or repair. Upon written notice by the Department to LESSEE, LESSEE shall perform the required maintenance or repair in accordance with the Department's decision. If LESSEE has not made a good faith effort, as determined by the Department, to begin to perform the required maintenance or repair within twenty (20) days after written notice and to diligently pursue the same to completion, COUNTY shall have the right to enter the Premises and perform the necessary maintenance or repair, and LESSEE hereby expressly agrees that it shall fully assume and be liable to COUNTY for payment of any costs incurred by COUNTY, plus a twenty-five percent (25%) administrative overhead. Such maintenance or repair cost, plus the administrative cost, shall be due and payable within thirty (30) days from the date of the Department's billing therefore.
- B. Security. LESSEE acknowledges and accepts full responsibility for the security and protection of the Premises and any and all of LESSEE's property placed upon the Premises. LESSEE fully understands that the police security protection provided by COUNTY is limited to that provided to any other business situated in Palm Beach County by the Palm Beach County Sheriff's Office, and expressly acknowledges that any special security measures deemed necessary or desirable for additional protection of the Premises and property thereon, shall be the sole responsibility of LESSEE and shall involve no cost to COUNTY. COUNTY shall have the right to review, change, alter, or revise any security policy or procedure at any time based on the COUNTY's responsibility to operate the Airport in a safe and secure manner.
13. Indemnification. LESSEE 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 LESSEE'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 LESSEE's acts, omissions or operations hereunder, or the performance, non-performance or purported performance of LESSEE or any breach of the terms of this Lease; provided, however, LESSEE 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. LESSEE 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 LESSEE's activities or operations or use of the Premises whether or not LESSEE was negligent or even knowledgeable of any events precipitating a claim or judgment arising as a result of any situation involving said activities. This indemnification shall be extended to include all deliverers, suppliers, furnishers of material, or anyone acting for, on behalf of, or at the request of LESSEE. LESSEE recognizes the broad nature of this indemnification and hold-harmless clause, and acknowledges that COUNTY would not have entered 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. The obligations arising under this Section shall survive the expiration or termination of this Lease.
14. Insurance. Without limiting LESSEE's obligation to indemnify COUNTY, as provided herein, LESSEE shall provide, pay for, and maintain in force at all times during the term of this Lease, a policy of Aircraft/General Liability Insurance to protect against bodily injury liability and property damage in an aggregate amount of not less than Five Hundred Thousand Dollars (\$500,000). If LESSEE will be

operating vehicles on the Airport, LESSEE shall provide Automobile Liability Insurance coverage with minimum limits of One Hundred Thousand Dollars (\$100,000) per person, Three Hundred Thousand Dollars (\$300,000) per accident for bodily injury, and Fifty Thousand Dollars (\$50,000) per accident for property damage. A certificate(s) evidencing all required insurance must be provided to COUNTY prior to the Effective Date of this Lease and renewal certificates must be provided throughout the term of this Lease. Certificate(s) of insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. COUNTY shall have the right to review and modify insurance requirements of this Lease from time to time, provided that COUNTY gives LESSEE ninety (90) days prior written notice of any such change.

15. Assignment by LESSEE. LESSEE shall not assign an interest in this Lease, or any part thereof, without the prior written consent of the Department, which consent may be granted or withheld at the Department's sole and absolute discretion for any reason or no reason at all. Any attempted assignment without Department approval shall be null and void. In the event the Department provides such consent, LESSEE shall have the right only to the extent permitted by the Department's consent to assign all or any portion of the Premises, provided that any such assignment shall be limited to only the same purposes as are permitted under this Lease. LESSEE is expressly prohibited from subleasing, mortgaging or otherwise encumbering this Lease, or any part thereof. Any such sublease, mortgage or encumbrance shall be considered null and void and will be considered grounds for termination of this Lease.

16. Assignment by COUNTY. COUNTY may freely assign this Lease at any time without the consent of LESSEE, and COUNTY shall be released from all liability and obligation arising under this Lease upon such assignment. In the event of an assignment by COUNTY, LESSEE agrees that it shall recognize COUNTY's assignee as its new landlord under this Lease upon the effective date of such assignment. LESSEE acknowledges and agrees that this Lease shall be subject and subordinate to any future agreement entered into between COUNTY and its assignee related to the Premises, and shall be given only such effect as will not conflict with nor be inconsistent with terms and conditions of such agreement. LESSEE acknowledges and agrees that COUNTY may transfer any security deposit held by COUNTY pursuant to Section 6 above to COUNTY's assignee.

17. Signs and Improvements. No signs, emblems, or advertising shall be placed or erected on or in the Premises, nor shall LESSEE make any alterations, changes or additions to the Premises.

18. Disclaimer of Liability. COUNTY HEREBY DISCLAIMS, AND LESSEE 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 LESSEE, 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 LESSEE OR LESSEE'S 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. LESSEE RELEASES COUNTY FROM ANY AND ALL LIABILITY RELATING TO ANY INFORMATION PROVIDED BY COUNTY RELATING TO THIS LEASE. FURTHERMORE, LESSEE 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 LESSEE TO INDEMNIFY THE COUNTY FOR THE COUNTY'S NEGLIGENT, WILLFUL OR INTENTIONAL ACTS.

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

- A. The vacating or abandonment of the Premises by LESSEE for a period of more than sixty (60) consecutive, calendar days.
- B. The failure by LESSEE to make payment of rent or any other payment required to be made by LESSEE, as and when due, where such failure shall continue for a period of three (3) days after written notice from the Department to LESSEE.
- C. The failure by LESSEE to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by LESSEE, other than described in paragraph B. above, where such failure shall continue for a period of fifteen (15) days after written notice from the Department; provided, however, that if the nature of LESSEE's default is such that more than fifteen (15) days are reasonably required for its cure, then LESSEE shall not be deemed to be in default if LESSEE has commenced such cure within such fifteen (15) day period and thereafter diligently pursues such cure to completion.
- D. To the extent permitted by law, (i) The making by LESSEE or any guarantor hereof of any general assignment, or general arrangement for the benefit of creditors; (ii)

the filing by or against LESSEE of a petition to have LESSEE 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 LESSEE, the same is dismissed within sixty (60) days]; (iii) the appointment of a trustee or receiver to take possession of substantially all of LESSEE's assets located at the Premises or of LESSEE's interest in this Lease, where possession is not restored to LESSEE within thirty (30) days; or (iv) the attachment, execution or other judicial seizure of substantially all of LESSEE's assets located at the Premises or of LESSEE'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 LESSEE relating to this Lease was materially false.

20. Remedies. In the event of any such material default or breach by LESSEE, 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 Lease term, or any part thereof, due and payable forthwith, and bring an action for the recovery thereof.

B. Terminate LESSEE's right to possession of the Premises by any lawful means and reenter and retake possession of the Premises for the account of LESSEE, in which case the rent and other sums due hereunder shall be accelerated and due in full and LESSEE shall be liable for the difference between the rent which is stipulated to be paid hereunder plus other sums as described herein and what LESSEE is able to recover from its good faith efforts to relet the Premises, which deficiency shall be paid by LESSEE. Upon such reletting, all rentals received by COUNTY shall be applied, first to the payment of any indebtedness other than rent due under this Lease from LESSEE; second, to the payment of any costs and expenses of such reletting, which shall include all damages incurred by COUNTY due to LESSEE's default including, but not limited to, the cost of recovering possession of the Premises including attorneys' fees, expenses relating to the renovation or alteration of the Premises, and 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 LESSEE.

C. Treat this Lease as terminated and reenter and retake possession of the Premises for the account of COUNTY, thereby terminating any further liability under this Lease on the part of LESSEE 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.

D. Stand by and do nothing, holding LESSEE liable for the rent as it comes due.

E. Pursue any other remedy now or hereafter available to COUNTY under the laws and judicial decisions of the State of Florida.

Notwithstanding anything in this Lease to the contrary, upon the occurrence of a material default or breach of this Lease by LESSEE, COUNTY shall have the right to bring an action for damages. COUNTY further reserves all rights which the laws of the State of Florida confer upon a landlord against a Tenant in default.

21. Termination by LESSEE. LESSEE may terminate this Lease, if LESSEE is not in default of this Lease, by giving COUNTY sixty (60) days' advance written notice to be served as hereinafter provided, upon or after the happening of any one of the following events:

A. The issuance by any court of competent jurisdiction of an injunction in any way preventing the use of the Airport for Airport purposes or a substantial part of the Premises, which injunction remains in force for a period of at least ninety (90) days.

B. The default by COUNTY in the performance of any covenant or agreement required to be performed by COUNTY and the failure of COUNTY to remedy such default for a period of ninety (90) days after receipt from LESSEE of written notice to remedy same; provided, however, that no notice of cancellation, as provided herein, shall be of any force or effect if COUNTY shall have remedied the default prior to receipt of LESSEE's notice of termination; or in the event the same cannot be cured within such ninety (90) day period and COUNTY has commenced such cure and thereafter diligently pursues the same until completion.

- C. The lawful assumption by the United States Government or any authorized agency thereof, of the operation, control, or use of the Airport and facilities, or any substantial part or parts thereof, in such a manner as to substantially restrict the operation of LESSEE, for a period of at least ninety (90) days.

In the event of termination as herein provided, the parties shall be relieved of all obligations created hereunder except for those obligations accruing prior to termination of this Lease and those obligations that specifically survive termination of this Lease.

22. Surrender of Premises. LESSEE expressly agrees that it shall immediately surrender the Premises to COUNTY in good and fit 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. All repairs and obligations that LESSEE is responsible for shall be completed by the earliest practical date prior to surrender. In the event LESSEE shall holdover, refuse, or fail to give up the possession of the Premises at the termination of this Lease, LESSEE shall be liable to COUNTY for any and all damages, and in addition thereto, LESSEE 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. LESSEE shall remove all of its personal property from the Premises prior to the expiration of this Lease. Any personal property of LESSEE, including, but not limited to aircraft, not removed shall become the property of COUNTY.

23. Inspection. COUNTY, its agents and employees and any applicable Federal, State or local governmental entity having jurisdiction shall have the right to enter the Premises at any time for the purpose of inspecting the Premises for compliance with the provisions of this Lease and/or applicable laws. LESSEE agrees that COUNTY may take such action and to make such repairs or alterations as are, in the sole opinion of the COUNTY, desirable or necessary, and to take such materials into or out of the Premises for the safe and economical accomplishment of said purposes without in any way being deemed guilty of an actual or constructive eviction of the LESSEE.

24. Relationship of the Parties. LESSEE 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.

25. 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.

26. Notice. Any notice given under the provisions of this Lease shall be in writing and shall be delivered (as elected by the party giving such notice) by hand delivery, courier service, nationally-recognized overnight mail service, or 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 service, 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:

Department of Airports
Palm Beach County
Building 846, Palm Beach International Airport
West Palm Beach, Florida 33406-1491

With a copy to:

Palm Beach County Attorney's Office
Chief Deputy County Attorney
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401

LESSEE:

Robert Woods
731 Sandy Point Lane
North Palm Beach, Florida 33410
(561) 543-8659

E-mail Address: Rpilot2424@aol.com

Either 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.

27. 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 Section shall not act or be construed as a waiver of any rights LESSEE may have against the United States as a result of such taking.

28. Federal Review. LESSEE acknowledges this Lease may be subject to review or inspection by the Federal Aviation Administration to determine satisfactory compliance with Federal law or grant assurances and this Lease shall be in full force and effect and binding upon both parties pending such review or inspection by the Federal Aviation Administration, 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 Federal Aviation Administration to be in violation of existing laws, regulations, grant assurances or other requirements.

29. 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 the COUNTY, as a political subdivision of the State of Florida, or any of the public officials of the County of Palm Beach, of the rights 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 LESSEE.

30. Height Restriction. LESSEE 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 amended and as may be amended from time to time.

31. 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.

32. Operation of Airport. LESSEE expressly agrees for itself, its 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.

33. Release. LESSEE acknowledges that noise and/or vibration are inherent to the operation of Airport and hereby releases COUNTY from any and all liability relating to the same.

34. Non-discrimination. LESSEE for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (a) that 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) that in the construction of any improvements on, over, or under such 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) that LESSEE shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended from time to time. 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 said 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, Code of Federal Regulations, Part 21, are followed and completed including exercise or expiration of appeal rights.

35. COUNTY not Liable. COUNTY shall not be responsible or liable to LESSEE for any claims for compensation or any losses, damages or injury whatsoever sustained by LESSEE including, without limitation, 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 onto the Premises shall be at the sole risk of LESSEE. COUNTY shall not be liable for any damage or loss of said personal property.

36. Compliance with Laws. Notwithstanding anything to the contrary herein, LESSEE 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 LESSEE.

37. 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, event of default, or nonperformance, and COUNTY's right to insist on strict performance of this Lease shall not be affected by any previous waiver or course of dealing.

38. Subordination to Bond Resolution. This Lease and all rights granted to LESSEE 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 LESSEE agree that to the extent permitted by authorizing legislation, the holders of the Bonds or their designated representatives shall exercise any and all rights of COUNTY hereunder to the extent such possession, enjoyment and exercise are necessary to insure compliance by LESSEE and COUNTY with the terms and provisions of this Lease and Bond Resolution.

39. 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. LESSEE 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.

40. Exclusive Rights. Notwithstanding anything contained in this Lease to the contrary, it is expressly understood and agreed 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 lessee or other lessees on other parts of the Airport.

41. Public Entity Crimes. As provided in sections 287.132-133, Florida Statutes, as may be amended from time to time, by entering into this Lease or performing any work in furtherance hereof, LESSEE 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.

42. Governmental Authority. Nothing in this Lease shall be construed to waive or limit COUNTY's governmental authority as a political subdivision of the State of Florida to regulate LESSEE or its operations.

43. Rights Reserved to the COUNTY. All rights not specifically granted LESSEE by this Lease are reserved to the COUNTY.

44. 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.

45. Paragraph Headings. The heading of the various articles and sections of this Lease 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.

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

47. 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 and assigns, if any. This provision shall not constitute a waiver of any conditions against assignment or subletting.

48. Performance. The parties expressly agree that time is of the essence in this Lease and the failure by LESSEE 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.

49. No Broker. LESSEE warrants to COUNTY that no real estate broker or agent has been used or consulted in connection with the transaction contemplated by this Lease and agrees to indemnify and hold COUNTY harmless from all loss, cost, damage or expense (including reasonable attorneys' fees) incurred by COUNTY as a result of any claim arising out of the acts of LESSEE (or others on its behalf) for a commission, finder's fee or similar compensation made by any broker or agent who claims to have dealt with LESSEE.

50. Excusable Delay. Any party in performing under this Lease shall use reasonable efforts to remedy the cause or causes of an excusable delay. Excusable delays are those delays due to force majeure, acts of God, fire, flood, earthquake, explosion, riot, sabotage, windstorm, or labor dispute, and shall toll the time to perform under this Lease.

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

52. Venue and Governing Law. To the extent allowed by law, the venue for any action arising from this Lease shall be in Palm Beach County, Florida. This Lease shall be governed by and in accordance with the laws of the State of Florida.

53. Negotiated Agreement. The parties agree that they have had meaningful discussion and/or negotiation of the provisions, terms and conditions contained in this Lease. Therefore, doubtful or ambiguous provisions, of any, contained in this Lease shall not be construed against the party who physically prepared this Lease.

54. 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.

55. 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.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first written above.

Witnesses:

Bonnie Burke
Signature

Laura Bebe
Print Name

[Signature]
Signature

Colleen Hawkins
Print Name

BY ITS DIRECTOR OF AIRPORTS

By: [Signature]
Director

Witnesses:

[Signature]
Signature

Denise Woods
Print Name

[Signature]
Signature

Richard Castelli
Print Name

LESSEE:

By: [Signature]

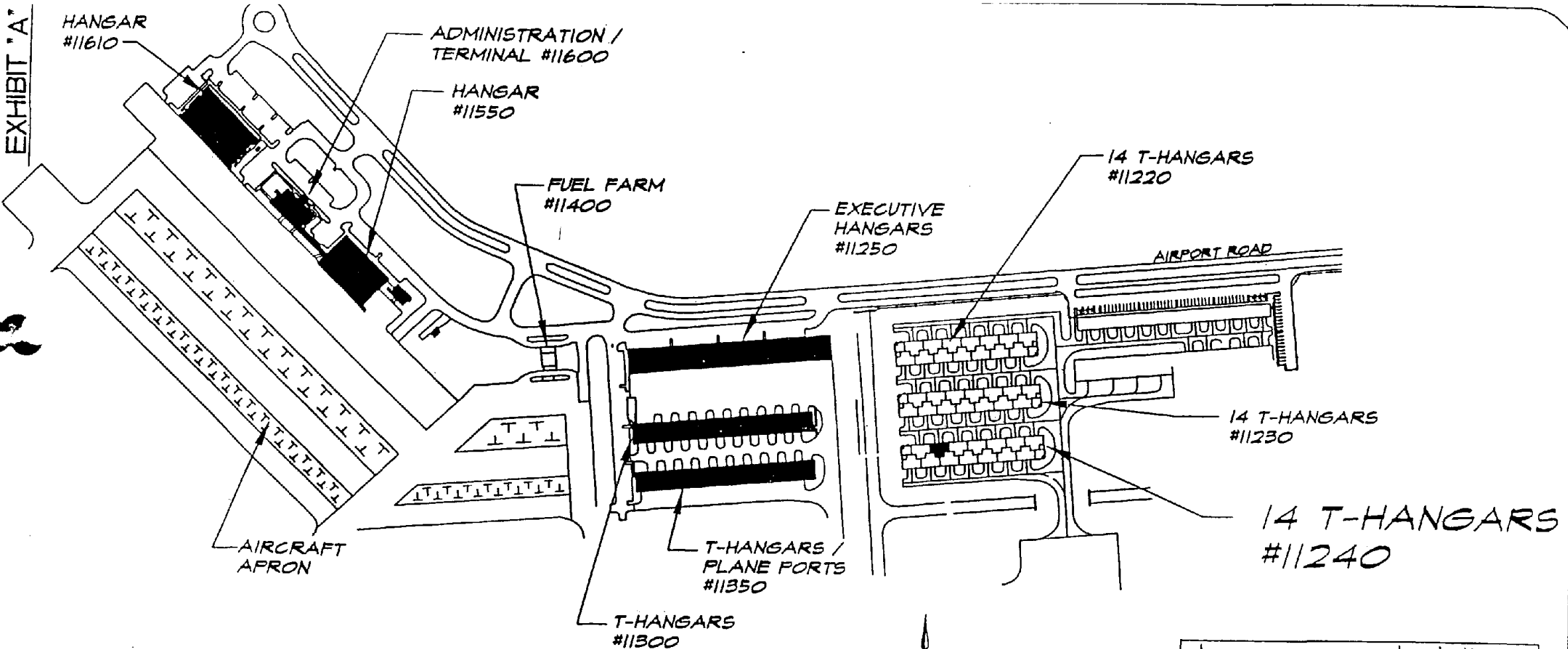
Robert Woods
Print Name

Title: _____

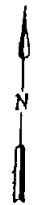
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: [Signature]
County Attorney

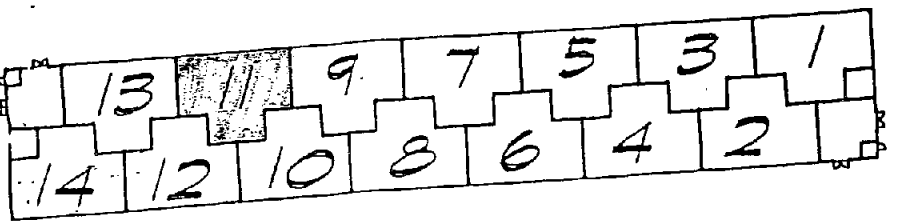
EXHIBIT "A"



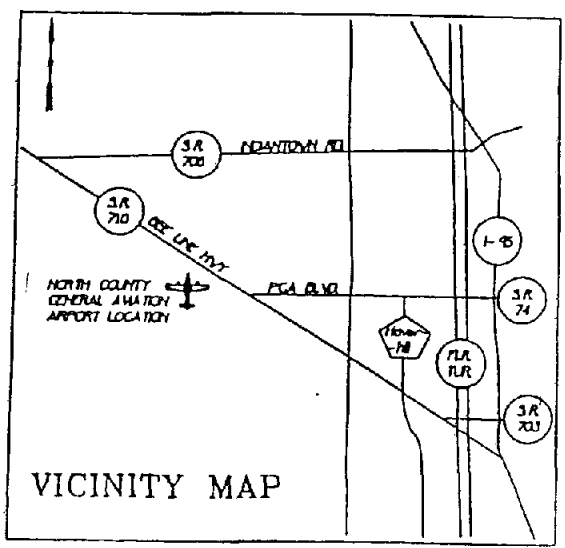
PARTIAL AIRPORT SITE PLAN



LEASED T-HANGAR LOCATION



FLOOR PLAN T- HANGAR # 11240



VICINITY MAP

NORTH COUNTY GENERAL AVIATION
 AIRPORT
 T-HANGAR #11240 - UNIT 11
 LESSEE: Patricia A Brennan Holdings, LLC

PALM BEACH COUNTY
 DEPARTMENT OF AIRPORTS
 PALM BEACH INTERNATIONAL AIRPORT
 EXHIBIT "A"



BUILDING 846
 WEST PALM BEACH, FL 33406-1491
 (561) 471-7403
 DATE: 5/1/07
 DRAWN BY: DLP
 CHECKED BY: JT

CONSENT TO ASSIGNMENT

THIS CONSENT TO ASSIGNMENT (this "Consent") dated JUN 5 2007, 2007 is delivered by Palm Beach County, a political subdivision of the State of Florida, by and through its Department of Airports ("County") to Quick & Reilly Group, Inc. (Assignor") and Mustang Air, Inc., a Florida corporation ("Assignee").

WITNESSTH:

WHEREAS, County and Quick & Reilly Group, Inc ("Assignor"), entered into that that certain Executive Hangar Lease Agreement dated December 8, 1995 (the "Agreement"); and

WHEREAS, Assignor wishes to assign the Agreement to Mustang Air Inc., a Florida corporation ("Assignee") in accordance with the North County General Aviation Airport Executive Hangar Lease Assignment Agreement dated June 1, 2007, attached hereto and incorporated herein as Exhibit "A" (the "Assignment Agreement"); and

WHEREAS, Article 12.07 of the Agreement prohibits the assignment of the Agreement without the prior written consent of the Department.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County does hereby consent to the assignment of the Agreement in accordance with the terms and conditions of the Assignment Agreement subject to the following terms, conditions, and limitations:

1. All notices to "LESSEE" under the Agreement shall hereinafter be sent to Assignee at the following address:

Mustang Air
600 Madison Avenue
12th floor
New York, NY 10022

2. County hereby rejects any provision of the Assignment Agreement, if any, which purports to give Assignee any greater right than Assignor has and, further, County expressly rejects any such provision. This Consent shall not impose any additional obligations on County or otherwise affect any of the rights of County under the Agreement.

3. This Consent shall not operate as a waiver of any prohibition against further assignment or subletting without County's consent as provided in the Agreement.

4. No future amendment, modification, or alteration of the Assignment Agreement shall become effective without the prior written notice to and approved by the Department.

5. County reserves any and all rights County may have against Assignor pursuant to the Agreement accruing prior to the effective date of the assignment of the Agreement.

6. This Consent shall only become effective and is conditioned upon the County's receipt from Assignee of the payment security provided for in Article 3.06 and certificate(s) of insurance provided for in Article 7 of the Agreement.

7. This Consent may not be recorded in the public records of Palm Beach County, Florida.

(Remainder of page left blank intentionally)

IN WITNESS WHEREOF, County has caused this Consent to be executed as of the date first written above.

WITNESSES:

Laura Beebe
Signature

Laura Beebe
Print Name

[Signature]
Signature

Colleen Hawker
Print Name

**PALM BEACH COUNTY,
BY ITS DIRECTOR OF AIRPORTS**

By: [Signature]
Director

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: Anne Helgant
County Attorney

**NORTH COUNTY GENERAL AVIATION AIRPORT
EXECUTIVE HANGAR LEASE
ASSIGNMENT AGREEMENT**

THIS ASSIGNMENT AGREEMENT (hereinafter the "Agreement") is made and entered into by and between, The Quick & Reilly Group, Inc., A Delaware Corporation having its office and principal place of business 1300 Market Street, Suite 201, Wilmington, Delaware, 19801 (hereinafter referred to as the "Assignor"), and Mustang Air, Inc., whose address is 600 Madison Avenue, 12th floor, New York, NY, 10022 (hereinafter the "Assignee").

WHEREAS, Assignor desires to assign to Assignee all of his rights, title and interest in the executive hangar Unit No.6 in building 11250, including security deposit, and to that certain North County General Aviation Airport Executive Hangar Lease Agreement between Assignor and Palm Beach County, dated December 8, 1995, (hereinafter the "Executive Hangar Lease Agreement") which is attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, Assignee will assume all of Assignor's duties, obligations, and liabilities under the Executive Hangar Lease Agreement as of the date this Agreement is approved by the Director of the Department of Airports, (hereinafter the "effective date"); and

NOW, THEREFORE, the parties hereto agree as follows:

1. Assignor hereby grants, conveys, and assigns to Assignee all of Assignor's rights, title, and interest in Hangar Unit No. 6 in building 11250, including security deposit for this unit held by the County, as LESSEE in and to the Executive Hangar Lease Agreement, together with appurtenances, improvements, and fixtures, if any, unto Assignee, his heirs, executors, administrators, successors, and assigns from the effective date hereof for the remainder of the term mentioned in said provisions, and each of them therein also mentioned.

2. Assignee does hereby accept the assignment of the above referenced Executive Hangar Lease Agreement and agrees to perform each and every obligation of Assignor under said Executive Hangar Lease Agreement from and after the effective date until expiration or termination of the Executive Hangar Lease Agreement pursuant to its terms.

3. Assignor hereby warrants that:

A. The Executive Hangar Lease Agreement is valid and in full force and effect pursuant to its terms and conditions and Assignor's interest therein is fully assignable; and

B. That there are no claims, demands, or legal actions presently pending or contemplated within the knowledge of Assignor by any third party concerning the leased premises or the Executive Hangar Lease Agreement.

4. Assignee will deliver to Assignor, a check in the amount of five thousand, one hundred forty five dollars and eleven cent (\$5,145.11), which represents the amount Assignor has paid to County for security deposit on this unit.

5. Assignee will deliver to County, a check in the amount of thirty four dollars and nine cent (\$34.09) which represent the balance owed to County to bring the security deposit account up to the required balance of five thousand, one hundred seventy nine dollars and twenty cent (\$5,179.20) which represents three (3) months current rental amount.

4. Assignor agrees to indemnify and hold harmless Assignee from any and all liability for any and all claims, demands, suits or obligations including obligations under the Executive Hangar Lease Agreement, prior to the effective date, associated with the premises and/or the Executive Hangar Lease Agreement through the effective date of this Agreement.

(REMAINDER OF PAGE LEFT BLANK INTENTIONALLY)

IN WITNESS WHEREOF, the parties have signed this Assignment Agreement effective as of the 1 day of JUNE, 2007.

Witnesses:

Witness: S. Elaine Quick
- Signature
S. ELAINE QUICK
- typed or printed

Witness: Cristle Quick
- Signature
Cristle Quick
- typed or printed

Witness: Miriam V. Samuels
- Signature
MIRIAM V. SAMUELS
- typed or printed

Witness: Rose L. Northholfey
- Signature
Rose L. Northholfey
- typed or printed

Assignor: PETER QUICK

By: Peter Quick

Assignee:

By: Robert Shaver

CONSENT TO ASSIGNMENT

THIS CONSENT TO ASSIGNMENT (this "Consent") dated JUN 6 2007, 2007 is delivered by Palm Beach County, a political subdivision of the State of Florida, by and through its Department of Airports ("County") to Quick & Reilly Group, Inc. (Assignor") and Thomas J. Dise ("Assignee").

WITNESSTH:

WHEREAS, County and Quick & Reilly Group, Inc ("Assignor"), entered into that that certain Executive Hangar Lease Agreement dated December 8, 1995 (the "Agreement"); and

WHEREAS, Assignor wishes to assign the Agreement to Thomas J. Dise ("Assignee") in accordance with the North County General Aviation Airport Executive Hangar Lease Assignment Agreement dated June 1, 2007, attached hereto and incorporated herein as Exhibit "A" (the "Assignment Agreement"); and

WHEREAS, Article 12.07 of the Agreement prohibits the assignment of the Agreement without the prior written consent of the Department.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County does hereby consent to the assignment of the Agreement in accordance with the terms and conditions of the Assignment Agreement subject to the following terms, conditions, and limitations:

1. All notices to "LESSEE" under the Agreement shall hereinafter be sent to Assignee at the following address:

Thomas J. Dise
12775 61st Street North
West Palm Beach, Florida 33412

2. County hereby rejects any provision of the Assignment Agreement, if any, which purports to give Assignee any greater right than Assignor has and, further, County expressly rejects any such provision. This Consent shall not impose any additional obligations on County or otherwise affect any of the rights of County under the Agreement.

3. This Consent shall not operate as a waiver of any prohibition against further assignment or subletting without County's consent as provided in the Agreement.

4. No future amendment, modification, or alteration of the Assignment Agreement shall become effective without the prior written notice to and approved by the Department.

5. County reserves any and all rights County may have against Assignor pursuant to the Agreement accruing prior to the effective date of the assignment of the Agreement.

6. This Consent shall only become effective and is conditioned upon the County's receipt from Assignee of the payment security provided for in Article 3.06 and certificate(s) of insurance provided for in Article 7 of the Agreement.

7. This Consent may not be recorded in the public records of Palm Beach County, Florida.

(Remainder of page left blank intentionally)

IN WITNESS WHEREOF, County has caused this Consent to be executed as of the date first written above.

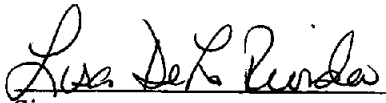
WITNESSES:



Signature

Colleen Henricks

Print Name

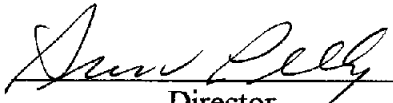


Signature

Lisa DeLa Rionda

Print Name

**PALM BEACH COUNTY,
BY ITS DIRECTOR OF AIRPORTS**

By: 

Director

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: 

County Attorney

**NORTH COUNTY GENERAL AVIATION AIRPORT
EXECUTIVE HANGAR LEASE
ASSIGNMENT AGREEMENT**

THIS ASSIGNMENT AGREEMENT (hereinafter the "Agreement") is made and entered into by and between, The Quick & Reilly Group, Inc., A Delaware Corporation having its office and principal place of business 1300 Market Street, Suite 201, Wilmington, Delaware, 19801 (hereinafter referred to as the "Assignor"), and Thomas J. Dise, whose address is 12775 61st Street North, West Palm Beach, FL, 33412 (hereinafter the "Assignee").

WHEREAS, Assignor desires to assign to Assignee all of his rights, title and interest in the executive hangar Unit No.7 in building 11250, including security deposit, and to that certain North County General Aviation Airport Executive Hangar Lease Agreement between Assignor and Palm Beach County, dated December 8, 1995, (hereinafter the "Executive Hangar Lease Agreement") which is attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, Assignee will assume all of Assignor's duties, obligations, and liabilities under the Executive Hangar Lease Agreement as of the date this Agreement is approved by the Director of the Department of Airports, (hereinafter the "effective date"); and

NOW, THEREFORE, the parties hereto agree as follows:

1. Assignor hereby grants, conveys, and assigns to Assignee all of Assignor's rights, title, and interest in Hangar Unit No. 7 in building 11250, including security deposit for this unit held by the County, as LESSEE in and to the Executive Hangar Lease Agreement, together with appurtenances, improvements, and fixtures, if any, unto Assignee, his heirs, executors, administrators, successors, and assigns from the effective date hereof for the remainder of the term mentioned in said provisions, and each of them therein also mentioned.

2. Assignee does hereby accept the assignment of the above referenced Executive Hangar Lease Agreement and agrees to perform each and every obligation of Assignor under said Executive Hangar Lease Agreement from and after the effective date until expiration or termination of the Executive Hangar Lease Agreement pursuant to its terms.

3. Assignor hereby warrants that:

A. The Executive Hangar Lease Agreement is valid and in full force and effect pursuant to its terms and conditions and Assignor's interest therein is fully assignable; and

B. That there are no claims, demands, or legal actions presently pending or contemplated within the knowledge of Assignor by any third party concerning the leased premises or the Executive Hangar Lease Agreement.

4. Assignee will deliver to Assignor, a check in the amount of five thousand, one hundred forty five dollars and eleven cent (\$5,145.11), which represents the amount Assignor has paid to County for security deposit on this unit.

5. Assignee will deliver to County, a check in the amount of thirty four dollars and nine cent (\$34.09) which represent the balance owed to County to bring the security deposit account up to the required balance of five thousand, one hundred seventy nine dollars and twenty cent (\$5,179.20) which represents three (3) months current rental amount.

4. Assignor agrees to indemnify and hold harmless Assignee from any and all liability for any and all claims, demands, suits or obligations including obligations under the Executive Hangar Lease Agreement, prior to the effective date, associated with the premises and/or the Executive Hangar Lease Agreement through the effective date of this Agreement.

(REMAINDER OF PAGE LEFT BLANK INTENTIONALLY)

IN WITNESS WHEREOF, the parties have signed this Assignment Agreement effective as of the 1 day of JUNE, 2007.

Witnesses:

Witness: S. Elaine Quick
- Signature
S. ELAINE QUICK
- typed or printed

Witness: Cristle Quick
- Signature
Cristle Quick
- typed or printed

Witness: Miriam V. Samuels
- Signature
MIRIAM V. SAMUELS
- typed or printed

Witness: Ronald Bologna
- Signature
Ronald Bologna
- typed or printed

Assignor: PETER QUICK

By: Peter Quick

Assignee:

By: James P. Piro

ACCESS AGREEMENT FOR REMEDIAL WORK
EXTENSION NO. 1

The Access Agreement for Remedial Work dated June 20, 2006, between Palm Beach County ("County"), and Remediation and Liability Management Company, Inc. ("REALM"), is hereby extended for a 12-month period commencing June 21, 2007 and ending June 20, 2008.

This agreement to extend the Access Agreement for Remedial Work may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

WITNESS:

Palm Beach County, Florida

Connie Shoffner
Connie Shoffner

By: Sean Kelly
Director - Department of Airports

WITNESS:

Remediation and Liability Management
Company, Inc.

Israel N. Brown
Julie A. Hays

By: Mary Dedeyan
Title: Vice President

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: Anne DeFiant
County Attorney

ACCESS AGREEMENT

THIS ACCESS AGREEMENT is made and entered into as of June 4, 2007, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida (“County”), and **Catalfumo Construction and Development, Inc.**, having its office and principal place of business a **4300 Catalfumo Way, Palm Beach Gardens, Florida 33410** (“License”).

WITNESSETH:

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

1. **Term.** The term of the Agreement shall commence at **12:00 PM** on June 4, 2007 and expire at **12:00 PM** on June 27th, 2007, unless terminated earlier in accordance with the provisions of this agreement (the “Term”).

2. **Right of Entry.** During the Term, Licensee and its duly authorized agents and employees shall have the right to enter upon the property located at: **East side of Congress, North of Lantana Road: PCN 00-43-44-29-00-002-0010 (portion of) and 00-43-44-31-00-000-5000 (portion of).**

(the (“Property”)) and for sole the purposes of surveying, soundings, drillings, appraisals, environmental assessments and examinations (the “Inspections”) in order to evaluate the condition of the Property. All Inspections shall be performed by people or entities properly licenses in the respective areas or matters tested. Licensee shall perform or cause the Inspections to be performed in the least intrusive manner possible at its sole cost and expense and in a manner which minimizes the impact upon County’s use of the Property. Licensee shall be solely responsible for, and shall, at its sole cost and expense, promptly repair any damage resulting from Licensee’s exercise of the rights granted hereby, and restore any improvements or landscaping now existing or constructed within the Property to the condition it was in prior to such damage, using materials of like kind and quality. Licensee shall deliver to County complete copies of all reports or similar items evidencing the results of the Inspections. Licensee acknowledges and agrees that the rights granted by this Agreement are and shall be strictly limited to the right to perform the Inspections, and that Licensee may not utilize the Property for any other purpose whatsoever. Licensee shall promptly cause any lien imposed against the Property as a results of Licensee’s exercise of the rights granted hereby to be discharged or transferred to bond. Licensee’s obligations under this paragraph shall survive the termination or expiration of the Agreement until satisfied.

3. **Condition of Property.** Licensee acknowledges and agrees that County shall have no liability whatsoever relating to the condition of the Property and Licensee hereby knowingly enters the Property in its “As Is” condition. Licensee shall indemnify, defend and save harmless the County from and against any and all claims, suits, actions, damages, and/or causes of action arising as a result of Licensee, its agents, employees, licensees, and invitees’ entry onto the Property for any personal injury, loss of life and/or damage to property sustained by reason of or as a result of the use, occupancy and testing by Licensee, its agents, employees, licensees, invitees, and from and against any orders, judgments, an/or decrees which may be entered thereon, and from and against all costs, attorney’s fees, expenses and liabilities incurred in and about the defense of any such claim. In the

Event that County shall be made a party to any litigation commenced against Licensee or by Licensee against any third party, then Licensee shall protect and hold County harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, and any appeals thereof. Licensee's obligations under this paragraph shall survive the termination or expiration of this Agreement.

4. **Insurance.** During the Term, Licensee shall maintain, and shall require its contractors and subcontractors to maintain, and keep in full force and effect General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) general aggregate, bodily injury and property damage liability coverage; Business Automobile Liability at a limit of liability not less than One Million Dollars (\$1,000,000) each occurrence for all owned, non-owned and hired automobiles; and Workers Compensation covering all employees in accordance with Chapter 440 Florida Statutes. The General Liability policy shall include coverage for Premises/Operations, Contractual Liability, Independent Contractors Contractual Liability, and Broad Form Property Damage Liability coverage's. Coverage shall be provided on a primary basis. The General Liability policy shall name County as an Additional Insured. The Additional Insured endorsement shall read "Palm Beach Count Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Department of Airports, Access Agreement". Such insurance shall be issued by an insurance company licensed to do business in the State of Florida and approved by County. A Certificate of Insurance evidencing such insurance coverage shall be provided to County prior to entry upon the Property by Licensee and/or Licensee's contractors and subcontractors pursuant to this Agreement. Such Certificate shall require at least thirty (30) days prior notice of cancellation or non-renewal. In no event shall the limits of said insurance policies be considered as limiting the liability of Licensee and/or its contractors and subcontractors under this Agreement.

5. **Notices.** All notices required to be given under this Agreement shall be deemed sufficient to each party when delivered by United States Mail, a nationally-recognized overnight mail delivery service or personal delivery to the following:

In to County:

Palm Beach County Department of Airports
ATTN: Director
846, Palm Beach International Airport
West Palm Beach, Florida 33406-1491

With a copy to:

Palm Beach County Attorney's Office
ATTN: Airport Attorney
301 North Olive Ave., Suite 601
West Palm Beach, Fl 33401

If to Licensee:

Catalfumo Construction and Development, Inc.
ATTN: Daniel S. Catalfumo
4300 Catalfumo Way
Palm Beach Gardens, Florida 33410

Either party may from time to time change the address or addresses to which notices under this Agreement shall be given to such party upon three (3) days prior written notice. The effective date of any notice shall be: (i) the date of delivery if such notice is delivered by personal delivery; (ii) three (3) business days after the date deposited in the United States mail if such notice is delivered by mail; or (iii) the next business day after the date deposited in overnight mail if such notice is delivered by a nationally-recognized overnight mail delivery service.

6. No Recording. This Agreement shall not be recorded in the Public Records of Palm Beach County. In the event Licensee records this Agreement, this Agreement shall automatically terminate and become null and void upon the date of recordation.

7. License. The parties acknowledge and agree that nothing in this Agreement shall be construed as granting Licensee any title, interest or estate in the Property. Notwithstanding any provision of this Agreement to the contrary, the rights granted to Licensee hereunder amount only to a license to enter the Property for the purposes set forth herein, which is expressly revocable by County for any reason whatsoever upon written notice to Licensee.

8. Termination. Either party may terminate this Agreement upon written notice to the other party, whereupon the parties shall be relieved of all further obligations hereunder with the exception of those obligations that expressly survive the termination or expiration of this Agreement.

9. Venue. This Agreement shall be governed by, construed and enforced in accordance with, the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Agreement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

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

11. Construction/Severability. No party shall be considered the author of this Agreement since the parties have participated in extensive negotiations and drafting and redrafting of this document so as to arrive at a final Agreement. Thus, the terms of this Agreement 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 is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

12. Entire Agreement. This Agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof. No amendment shall be effective unless the same is in writing and signed by all parties.

13. Effective Date. This Agreement shall become effective upon execution by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

WITNESSES:

By: [Signature]
Signature

Jeremy Rousse
Print Name

By: [Signature]
Signature

Star Malone
Print Name

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: [Signature]
County Attorney

PALM BEACH COUNTY:

By: [Signature]
County Administrator or Designee

Signed in the presence of:

[Signature]
(Signature of Witness)

Jan E. Jacoby
(Print Name of Witness)

[Signature]
(Signature of Witness)

Rick Myers
(Print Name of Witness)

Catalfumo Construction and Development, Inc.

By: [Signature]
(Signature)

DANIEL S. CATALFUMO
(Print Signatory's Name)

Its: [Signature]

(seal)

GENERAL AERONAUTICAL SERVICES AGREEMENT

Department of Airports
Palm Beach International Airport
Palm Beach County, Florida

GFM Service, Inc.

Service Provider

GENERAL AERONAUTICAL SERVICES AGREEMENT
TABLE OF CONTENTS

		<u>PAGE</u>
ARTICLE I	<u>TERM OF AGREEMENT</u>	1
ARTICLE II	<u>PRIVILEGES AND AUTHORIZED SERVICES</u>	1
2.01	Description of General Privileges, Uses and Rights	1
2.02	Authorized Aeronautical Services	2
2.03	Definitions of Services	2
ARTICLE III	<u>PAYMENTS AND REPORTS</u>	3
3.01	Service Fee and Facility Usage Charges	3
3.02	Reports	3
3.03	Unpaid Service Fees	4
3.04	Audit Requirement	4
3.05	Fee Payment and Reporting Address	4
3.06	Accounting Records	4
3.07	Contracts with Airlines	5
ARTICLE IV	<u>OBLIGATIONS OF THE COUNTY</u>	5
4.01	Maintenance Responsibility	5
ARTICLE V	<u>OBLIGATIONS OF SERVICE PROVIDER</u>	5
5.01	Operational Requirements	5
5.02	Service Standards	6
ARTICLE VI	<u>INSURANCE</u>	7
6.01	Commercial General Liability, Auto Liability	7
6.02	Insurance Certificate and Conditions	7
6.03	COUNTY's Right to Review	8
ARTICLE VII	<u>RELATIONSHIP OF THE PARTIES</u>	8
ARTICLE VIII	<u>INDEMNIFICATION</u>	8
ARTICLE IX	<u>TERMINATION OF AGREEMENT, CANCELLATION, ASSIGNMENT AND TRANSFER</u>	9
9.01	Termination	9
9.02	COUNTY's Right of Cancellation	9
9.03	Cancellation for Default in Payment of Fees	10
9.04	Cancellation by SERVICE PROVIDER	10
9.05	Assignment, Transfer and Subcontracting	11
ARTICLE X	<u>SIGNS</u>	11
ARTICLE XI	<u>LAWS, REGULATIONS, PERMITS AND TAXES</u>	11
11.01	General	11
11.02	Permits and Licenses General	12
11.03	Air and Safety Regulations	12
11.04	Environmental and Natural Resource Laws, Regulations and Permits	13
11.05	Payment of Taxes	15
ARTICLE XII	<u>DISCLAIMER OF LIABILITY</u>	15
ARTICLE XIII	<u>REMEDIES CUMULATIVE</u>	16

<u>TABLE OF CONTENTS (cont'd)</u>		<u>PAGE</u>
ARTICLE XIV	<u>GOVERNMENTAL RESTRICTIONS</u>	16
14.01	Federal Right to Reclaim	16
14.02	Federal Review	16
14.03	COUNTY Tax Assessment Right	16
14.04	Right of Flight	16
14.05	Operation of Airport	16
ARTICLE XV	<u>NO DISCRIMINATION</u>	17
15.01	Non-discrimination	17
15.02	Minority Business Enterprise/Affirmative Action	17
ARTICLE XVI	<u>NON-EXCLUSIVE AGREEMENT</u>	17
ARTICLE XVII	<u>COUNTY NOT LIABLE</u>	17
ARTICLE XVIII	<u>AUTHORIZED USES ONLY</u>	18
ARTICLE XIX	<u>WAIVERS</u>	18
ARTICLE XX	<u>SUBORDINATION</u>	18
20.01	Subordination to Bond Resolution	18
20.02	Subordination to Federal Agreements	18
ARTICLE XXI	<u>CONSENT AND APPROVAL</u>	19
ARTICLE XXII	<u>RIGHTS RESERVED TO THE COUNTY</u>	19
ARTICLE XXIII	<u>INVALIDITY OF CLAUSES</u>	19
ARTICLE XXIV	<u>VENUE</u>	19
ARTICLE XXV	<u>GOVERNING LAW</u>	19
ARTICLE XXVI	<u>INTENTIONALLY LEFT BLANK</u>	19
ARTICLE XXVII	<u>INSPECTIONS</u>	19
ARTICLE XXVIII	<u>NOTICE</u>	19
ARTICLE XXIX	<u>PARAGRAPH HEADINGS</u>	20
ARTICLE XXX	<u>BINDING EFFECT</u>	20
ARTICLE XXXI	<u>PERFORMANCE</u>	20
ARTICLE XXXII	<u>PUBLIC ENTITY CRIMES</u>	20
ARTICLE XXXIII	<u>ENTIRETY OF AGREEMENT</u>	20

GENERAL AERONAUTICAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into MAY 29 2007 by and between PALM BEACH COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the "COUNTY"), and **GFM Service, Inc.**, having its office and principal place of business at **18867 Big Cypress Drive, Jupiter, FL 33458**, whose Federal I. D. # is 65-1077579 (hereinafter referred to as the "SERVICE PROVIDER").

WITNESSETH:

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

WHEREAS, SERVICE PROVIDER has entered into various Service Agreements with certain air carriers operating at the Airport; and

WHEREAS, SERVICE PROVIDER has indicated willingness and demonstrated the ability to provide certain general aeronautical support services to the airlines serving the Airport or other Airport tenants on a non-exclusive basis in common with others authorized to do so.

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 condition.

ARTICLE I TERM OF AGREEMENT

This Agreement shall commence on the 1st day of May, 2007, and shall terminate on the 30th day of September, 2007, and shall automatically be extended on a year-to-year basis (October 1st through September 30th), unless either party hereto, with the Department acting on behalf of the COUNTY, shall advise, by at least ninety (90) days advance written notice, the other party of its desire or intent to amend or terminate this Agreement.

ARTICLE II PRIVILEGES AND AUTHORIZED SERVICES

2.01 Description of General Privileges, Uses and Rights. COUNTY hereby grants to the SERVICE PROVIDER, the following general privileges, uses and rights, all of which shall be subject to the terms, conditions and covenants hereinafter set forth 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 said Airport, (including airfield access) to be used by SERVICE PROVIDER in connection with its operations hereunder. For the purpose of this Agreement "public Airport facilities" shall include all necessary roadways, sidewalks, or other public facilities appurtenant to said Airport, not specifically leased to or under the contractual control of others.

- B. The right of ingress to and egress from the Airport premises over and across public roadways serving the Airport for SERVICE PROVIDER, its agents and employees, patrons and invitees, suppliers of service and furnishers of material. Said right shall be subject to such laws, rules, regulations and orders as now or may hereafter have application at the Airport.

Nothing herein contained shall be construed to grant to SERVICE PROVIDER the right to use any space or area improved or unimproved which is leased to a third party.

2.02 Authorized Aeronautical Services. COUNTY hereby authorizes the SERVICE PROVIDER to provide, on a non-exclusive basis, under written contract with commercial airlines or Airport tenants serving the Airport and having validly executed agreements with the COUNTY, the following aeronautical support services:

- A. Aircraft Ramp Service
- B. Aircraft and Equipment Maintenance Service
- C. Aircraft Interior Cleaning and Waste Disposal Service
- D. Porter Assistance Service
- E. Baggage Delivery Service
- F. Airline Ticketing and Boarding Service

2.03 Definitions of Services. For purposes of this Agreement, items A through F listed in Article 2.02 hereinabove, shall be defined as follows:

- A. Aircraft Ramp Service:

Guiding aircraft in and out of Airport non-exclusive of common-use aircraft loading and unloading positions, designated by the Department; placing in position and operating passenger, baggage and cargo loading and unloading devices, as required for the safe and efficient loading and unloading of passengers, baggage and cargo to and from aircraft; performing such loading and unloading; providing utility services to aircraft; towing aircraft; delivering aircraft cargo, baggage and mail to and from aircraft to locations on the Airport; fueling of aircraft.

- B. Aircraft and Equipment Maintenance Service:

Repair and maintenance of aircraft; repair, fueling and maintenance of ramp equipment. Such maintenance service shall be limited to areas approved in advance in writing by the Department.

- C. Aircraft Interior Cleaning and Waste Disposal Service:

Providing personnel, equipment and material to clean the interior of Aircraft as specified by contractual agreement with scheduled air carriers.

- D. Porter Assistance Service:

Handling and transportation, through the use of porters, of baggage and other articles of the passengers of contracting air carriers or aircraft operators, upon request of the passenger, in public access areas of the Main Terminal Building (Building 1000) and the Port of Entry Building (Building 120), as designated and approved by the Department.

Notwithstanding the foregoing, upon substantial completion of the new Federal Inspection Services (FIS) Facility within the Main Terminal Building, the Authorized Aeronautical Service provided for herein shall be limited to public

access areas of the Main Terminal Building (Building 1000) as provided for hereinabove.

E. **Baggage Delivery Service:**

Handling and transportation between the Airport and the Airline passenger's location of delayed, misplaced, or misrouted baggage or other articles of the passengers of contracting air carriers or aircraft operators.

F. **Airline Ticketing and Boarding Service:**

The non-exclusive use of ticket counter position(s), baggage make-up areas, baggage claim areas and devices, passenger hold rooms and gate areas, including furnishings and fixtures, passenger loading bridges and all appurtenant equipment typically utilized by commercial air carriers in the processing of passengers, all on a per use basis, for the sole purpose of ticketing, checking-in, boarding and unboarding of air passengers and their baggage.

ARTICLE III
PAYMENTS AND REPORTS

3.01 Service Fee and Facility Usage Charges. For the rights and privileges defined in Article 2.03 A. through E. hereinabove, SERVICE PROVIDER shall pay to COUNTY a Service Fee of seven percent (7%) of all Gross Revenues as defined herein below, derived from the provision of services permitted herein, excluding sales taxes or similar excise taxes paid by SERVICE PROVIDER. For purposes of this Agreement, Gross Revenues shall be defined as all revenues paid or payable to SERVICE PROVIDER for the provision of those certain authorized Aeronautical Services listed in Article 2.03 A. through E. hereinabove. Further, said Gross Revenues shall not include any revenues derived from providing said services to those certain commercial air carriers which are signatory to the appropriate Agreement with the COUNTY, a list of such air carriers as shall be provided to SERVICE PROVIDER by the Department from time to time.

For those certain services as defined in Article 2.03 F. hereinabove, the SERVICE PROVIDER shall pay to the COUNTY reasonable and non-discriminatory fees and facility usage charges as specifically defined in the then current Exhibit "E" to the Airline/Airport Use and Lease Agreement, between COUNTY and those certain air carriers operating at the Airport under the terms and conditions of said Agreement, a copy of said Exhibit "E" attached hereto and made a part hereof.

3.02 Reports. Within fifteen (15) days after the close of each calendar month throughout the term of this Agreement, SERVICE PROVIDER shall submit to the COUNTY, at the office of the Department, in a form and in detail satisfactory to COUNTY, a detailed statement of Gross Revenues derived from services described in Article 2.03 A. through E. hereinabove, including the services rendered, fees charged, and the Service Fees applicable thereto for the preceding calendar month. For services provided pursuant to Article 2.03 F. hereinabove, SERVICE PROVIDER shall submit to COUNTY, at the office of the Department, in a form and detail as prescribed by the Department, a statement of facility usage in connection with services provided. Said facility usage statement, and statement of Gross Revenues shall be accompanied by payment of the amount of Service Fees and facility usage charges reflected therein. Said statements

shall be signed by a responsible accounting officer of the SERVICE PROVIDER which shall certify the accuracy of said Gross Revenues and facility usage.

3.03 Unpaid Service Fees. In the event the SERVICE PROVIDER fails to make timely payment of any Service Fees due and payable in accordance with the terms of this Agreement, then interest at the rate established from time to time by the Board of County Commissioners (currently set at one and one-half percent (1 1/2% per month) shall accrue against the delinquent payment(s) from date due until the date payment is received by Department. Notwithstanding the foregoing, COUNTY shall not be prevented from terminating this Agreement for default in the payment of Service Fees or from enforcing any other provisions of this Agreement.

3.04 Audit Requirement. At the close of each of SERVICE PROVIDER's fiscal years during the term of this Agreement or any extensions thereof, SERVICE PROVIDER shall cause an audit to be completed of its accounting transactions relating to its operations under this Agreement for such fiscal year by an independent Certified Public Accountant, not a regular employee of SERVICE PROVIDER, acceptable to COUNTY. A report of each said audit shall be delivered to COUNTY within ninety (90) calendar days of the close of such fiscal year, unless an extension of such time period is approved by the Department, in advance, in writing. The first such audit report shall commence as of the effective date of the term hereof and the last said audit report shall cover through SERVICE PROVIDER's last day of operation pursuant to this Agreement. Any adjustment due will be determined by the parties, and payment remitted to the party to whom it is due within thirty (30) calendar days from receipt and acceptance of said audit report by Department. Delivery of an audit report containing a qualified opinion, an adverse opinion, or a disclaimer of opinion as defined in the Statements on Auditing Standards, or as same may from time to time be amended or superseded, issued by the Auditing Standards Board of the American Institute of Certified Public Accountants, or any successor Board or Agency thereto, shall be deemed to be a material breach of this Agreement.

3.05 Fee Payment and Reporting Address. The SERVICE PROVIDER shall submit all reports and pay all Service Fees required by this Article by mail or in person to:

Palm Beach County Department of Airports
Accounting Section
Building 846
Palm Beach International Airport
West Palm Beach, Florida 33406-1491

3.06 Accounting Records. The SERVICE PROVIDER shall maintain during the entire term of this Agreement all books of account and records customarily used in this type of operation, in accordance with Generally Accepted Accounting Practices (GAAP). COUNTY, at all times, throughout the term of this Agreement and for up to three (3) years following termination, shall have the right to audit and examine during normal working hours all such records and books of account relating to SERVICE PROVIDER's operations hereunder, provided that SERVICE PROVIDER shall not be required to retain such books of account and records for more than three (3) years after the end of each year of this Agreement. Upon COUNTY's request for examination of such books of account and records and should said books of account and records be kept at

locations other than the Airport, SERVICE PROVIDER shall arrange for them to be brought to a location convenient to the auditors for the COUNTY in order for the COUNTY to conduct the audits and inspections as set forth in this Article. If, as a result of said audit, the COUNTY determines that the SERVICE PROVIDER has understated the monthly Service Fees due to COUNTY by five percent (5%) or more, the entire expense to COUNTY of said audit shall be assumed by and be the sole responsibility of the SERVICE PROVIDER. All additional Service Fees due COUNTY and reasonable expenses associated with said audit (if any) shall forthwith be paid by the SERVICE PROVIDER to COUNTY, with interest thereon calculated in accordance with Article 3.03 hereof.

3.07 Contracts With Airlines. Prior to exercising its rights and privileges hereunder, the SERVICE PROVIDER shall provide to Department copies of any and all contracts entered into with commercial airlines serving the Airport, including any modifications and cancellations of same.

ARTICLE IV OBLIGATIONS OF COUNTY

4.01 Maintenance Responsibility. Except facilities, as may be leased to SERVICE PROVIDER or leased to others by COUNTY, COUNTY shall maintain all public Airport facilities, as defined in Article 2.01 A hereof, in good and adequate condition for their intended use to the extent required by law.

ARTICLE V OBLIGATIONS OF SERVICE PROVIDER

5.01 Operational Requirements. The SERVICE PROVIDER shall at all times comply with the following requirements:

- A. A copy of this Agreement shall become a part of all service contracts entered into at the Airport by the SERVICE PROVIDER, and shall be attached thereto by the SERVICE PROVIDER so that the other contracting parties are aware of the rights, duties and responsibilities of the SERVICE PROVIDER.
- B. The SERVICE PROVIDER shall at its sole cost and expense maintain all facilities owned or provided by the COUNTY at the Airport for use by the SERVICE PROVIDER in carrying out the services permitted under this Agreement, in a safe and presentable condition consistent with good business practice and in accordance with all applicable laws, regulations and rules of any government agency. SERVICE PROVIDER shall repair all damages to said Airport premises caused by its employees, patrons, invitees, suppliers of service or furnishers of material, or any other persons whomsoever, and all damages caused by or resulting from or in any way arising out of SERVICE PROVIDER's operations thereon. The SERVICE PROVIDER hereby agrees that it shall abide by the decision of the Department with respect to any and all maintenance requirements. Department shall be the sole judge of SERVICE PROVIDER's performance under this Article, as to the quality of maintenance. Upon written notice by the Department to SERVICE PROVIDER, SERVICE PROVIDER shall perform the required maintenance in accordance with the Department's decision. If SERVICE PROVIDER has not made a good faith effort, as determined by the Department, to begin to perform said maintenance within ten (10) days written notice, and to diligently pursue the same to completion, Department shall have the right to perform the necessary maintenance, and SERVICE PROVIDER hereby expressly agrees that is shall fully assume and be liable to Department for payment of the costs therefor. Such maintenance costs shall be due and payable within thirty (30) days from date of Department's billing therefor.

- C. The SERVICE PROVIDER shall not provide the Porter Assistance Service authorized hereunder within the U.S. Customs facilities located at the Port of Entry Building without the specific prior written approval of the Department.

5.02 Service Standards. The SERVICE PROVIDER shall only provide aeronautical services as specifically granted to the SERVICE PROVIDER hereunder which are of a first class manner, consistent with good business practice and at least equal to those provided at comparable commercial airports, and shall at all times observe and comply with the following standards:

- A. The SERVICE PROVIDER shall hire and assign a full-time manager or managers, qualified and experienced in the management and control of the services authorized to be performed herein. Said manager(s) shall be delegated sufficient authority to ensure proper performance of the terms and conditions contained herein. The SERVICE PROVIDER shall also provide at least two twenty-four hour telephone numbers to enable the Department to contact said manager or supervisory personnel whenever necessary. The SERVICE PROVIDER shall be responsible to inform the Department of any change in name and/or number.
- B. The SERVICE PROVIDER shall properly control its employees. Said employees shall present a clean and neat appearance at all times, discharge their duties in a courteous and efficient manner, be suitably uniformed, and wear appropriate identification.
- C. The SERVICE PROVIDER's employees shall at all times be under the control and supervision of the SERVICE PROVIDER, including during slack periods, between job assignments, and during break periods and lunch. Employee breaks shall be taken only in locations approved or designated by the Department in advance in writing.
- D. The SERVICE PROVIDER's employees shall not solicit or request tips or gratuities, directly or indirectly. The SERVICE PROVIDER's employees shall dispose of found property in accordance with approved procedures. The Department reserves the right to withdraw its security pass from any employee of the SERVICE PROVIDER who fails to follow guidelines in this Agreement.
- E. The SERVICE PROVIDER shall obtain and provide to all personnel with authorized access to the airfield operations area and other restricted areas as designated by the Department from time to time, identification badging as required to comply with the security program established by the Department as mandated by Part 107 of the Federal Aviation Regulations and shall furnish the Department with the names and additional pertinent data of such persons. The SERVICE PROVIDER shall furnish the Department with a list of all employee changes on or before the first day of each and every calendar month.
- F. The SERVICE PROVIDER shall properly train all its employees in safe driving procedures in accordance with Department's policy before they are allowed to work on the Airport operating area.
- G. The SERVICE PROVIDER shall not disturb any Airport tenant(s) or user(s).
- H. The SERVICE PROVIDER shall furnish good, prompt and efficient service adequate to meet all the demands for its service at the Airport, and furnish said service on a fair, equal, and non discriminatory basis to all users thereof. The SERVICE PROVIDER shall charge fair, reasonable, and nondiscriminatory prices for each unit of service.

ARTICLE VI INSURANCE

6.01 Personal Injury and Property Damage Liability Insurance.

- A. Occurrence Form Basis. In addition to such insurance as may be required by law, SERVICE PROVIDER agrees to maintain in full force and effect throughout the term of this Agreement or any extension thereof, Comprehensive or Commercial General Liability on an Occurrence form basis. Coverage shall be underwritten by a company or companies authorized to conduct business in the state of Florida and shall hold a current Policyholder's Alphanumeric and Financial Size Category Rating of not less than A XII according to *Best's Insurance Reports*. Required coverage must have limits of not less than **\$1,000,000** Combined Single Limit each and every occurrence for Personal Injury including Bodily Injury/Death and Property Damage Liability and shall include, but not be limited to, Products-Completed Operations, Contractual and Broad Form Property Damage.
- B. Conditions Applicable to 1986 Claims-Made Commercial General Liability Policies or Any Other Policies that Follow a Similar Format. Occurrence form general liability insurance is highly preferred. However, in the event the SERVICE PROVIDER is only able to secure Claims-Made general liability insurance special conditions apply:
1. Any Certificate of Insurance issued to the COUNTY must clearly indicate whether the Claims-Made Commercial General Liability or similar form applies to it. Further, it must indicate if the limits are aggregated. In the event of aggregate limits being applicable, the COUNTY requires that the SERVICE PROVIDER's aggregate amount of insurance be no less than three times the basic limit of liability required above for each accident or occurrence.
 2. Should coverage be afforded on a Claims-Made basis, the SERVICE PROVIDER shall be obligated by virtue of this Agreement to maintain insurance coverage in effect with no less limits of liability nor any more restrictive terms and/or conditions for a period of not less than thirty-six (36) months from the termination of this Agreement. The retroactive date shall be no later than the date of inception of this Agreement and shall be maintained for all subsequently required policies.
- C. Auto Liability. Automobile Liability covering all Owned, Hired and Non-Owned Vehicles in an amount not less than **\$1,000,000** Combined Single Limit per occurrence for bodily Injury (including death) and Property Damage Liability; provided however, that if the scope and conduct of SERVICE PROVIDER's operations under this Agreement require vehicle access to areas designated for the parking and maneuvering of aircraft (ramp area) said liability insurance shall be in an amount not less than **\$5,000,000.00** Combined Single Limit per occurrence for Bodily Injury (including death) and Property Damage Liability. Notwithstanding the foregoing, if the scope and conduct of SERVICE PROVIDER's operations under this Agreement do not involve the operation, ownership or use of any vehicle, and SERVICE PROVIDER furnishes written notification thereof to the Department, then this requirement shall be waived.

6.02 Insurance Certificate.

- A. A signed Certificate or Certificates of Insurance, evidencing that required insurance coverage(s) has been procured by SERVICE PROVIDER in the types and amount(s) required hereunder, shall be transmitted to COUNTY and said Certificate (s) shall clearly state that coverage required by this Agreement has been endorsed to include Palm Beach County, a Political Subdivision of the State of Florida, as an Additional Insured. Said insurance shall support SERVICE PROVIDER's agreement of indemnity

set forth in article VIII hereinbelow, shall so state in said Certificate. Further, said Certificate of Insurance shall unequivocally provide thirty (30) days written notice to COUNTY prior to any adverse change, cancellation or non-renewal of coverage thereunder. Said liability insurance must be acceptable to and approved by COUNTY as to form and types of coverage. In the event that the statutory liability of COUNTY is amended during the term of this Agreement to exceed the above limits, SERVICE PROVIDER shall be required, upon thirty (30) days written notice by county, to provide coverage at least equal to the amended statutory limit of liability of COUNTY. SERVICE PROVIDER's failure to provide such additional coverage shall constitute a default by SERVICE PROVIDER and shall be grounds for automatic termination of this Agreement. Said policy (s) of insurance shall provide that, in the event of bankruptcy or insolvency of SERVICE PROVIDER the insurance company shall not be relieved of any payment claims or fines which may thereafter be levied by any authorized governmental authority for any acts or conditions caused or created by SERVICE PROVIDER or for which SERVICE PROVIDER is in any way responsible or liable.

- B. SERVICE PROVIDER's failure to provide and maintain current any and all Certificate (s) of Insurance required pursuant to this Article VI shall be deemed to be a material default by SERVICE PROVIDER and shall be grounds for automatic termination of this Agreement.

6.03 COUNTY's Right to Review. Notwithstanding the foregoing, COUNTY, by and through its Risk Management Department in cooperation with the Department, reserves the right to periodically review any and all policies of insurance and to reasonably adjust the limits of coverage required hereunder, from time to time throughout the term of this Agreement or any extension thereof. In such event, COUNTY shall provide SERVICE PROVIDER written notice of such adjusted limits and SERVICE PROVIDER shall comply within thirty (30) days of receipt thereof.

ARTICLE VII RELATIONSHIP OF THE PARTIES

SERVICE PROVIDER 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.

ARTICLE VIII INDEMNIFICATION

SERVICE PROVIDER agrees to protect, defend, reimburse, indemnify and hold the COUNTY, its agents, employees 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) and causes of action of every kind and character against or from COUNTY 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 the SERVICE PROVIDER's performance under this Agreement, the condition of the Airport premises, the SERVICE PROVIDER's acts, omissions or operations hereunder, or the performance, non-performance or purported performance of the SERVICE PROVIDER or any breach of the

terms of this Agreement; provided however the SERVICE PROVIDER shall not be responsible to COUNTY for damages resulting out of bodily injury or damages to property which the SERVICE PROVIDER can establish as being attributable to the sole negligence of COUNTY, its respective agents, servants, employees and officers. The SERVICE PROVIDER 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 the SERVICE PROVIDER's activities or operations on the Airport, whether or not the SERVICE PROVIDER was negligent or even knowledgeable of any events precipitating a claim or judgement 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 or on behalf of, or at the request of SERVICE PROVIDER. The SERVICE PROVIDER recognizes the broad nature of this indemnification and hold harmless 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. This clause shall survive the termination of this Agreement.

ARTICLE IX
TERMINATION OF AGREEMENT, CANCELLATION, ASSIGNMENT AND TRANSFER

9.01 Termination. This Agreement shall automatically terminate and expire at the end of the term, as set forth in Article I hereof.

9.02 COUNTY's Right of Cancellation.

A. COUNTY may, to the extent allowed by law, cancel this Agreement by giving SERVICE PROVIDER thirty (30) days advance written notice, to be served as hereinafter provided, upon the happening of any one of the following events:

1. The filing by SERVICE PROVIDER of a voluntary petition for bankruptcy.
2. The institution of proceedings in bankruptcy against SERVICE PROVIDER and adjudication of SERVICE PROVIDER as a bankrupt pursuant to said proceeding.
3. The taking by a Court of jurisdiction of SERVICE PROVIDER and its assets pursuant to proceedings brought under the provision of any federal reorganizational act and said proceeding is not dismissed, discontinued or vacated within thirty (30) days.
4. The appointment of a receiver of SERVICE PROVIDER's assets and the receivership shall not be set aside within thirty (30) days after such appointment.
5. The divestiture of SERVICE PROVIDER's estate herein by operation of law.
6. The abandonment by SERVICE PROVIDER of its business operations thereon.
7. The conduct of any business or performance of any acts not specifically authorized herein and said business or acts do not cease within thirty

(30) days of receipt of written notice by COUNTY to cease said business or acts.

8. Default in the performance of any of the covenants and conditions required herein (except Insurance requirements as hereinbefore set forth; and payment of fees as hereinafter set forth) to be kept and performed by SERVICE PROVIDER and said default is not cured within thirty (30) days of receipt of written notice by COUNTY to do so, or if by reason of the nature of such default, the same cannot be remedied within thirty (30) days following receipt by SERVICE PROVIDER of written demand from COUNTY to do so, SERVICE PROVIDER fails to commence the remedying of such default within said thirty (30) days following such written notice, or having so commenced, shall fail thereafter to continue with diligence the curing thereof (with SERVICE PROVIDER having the burden of proof to demonstrate (a) that the default cannot be cured within thirty (30) days, and (b) that it is proceeding with diligence to cure said default, and that such default will be cured within a reasonable period of time).

B. In any of the aforesaid events, cancellation shall be effective upon the date specified in COUNTY's written notice to SERVICE PROVIDER, and, upon said date, SERVICE PROVIDER shall be deemed to have no further rights hereunder.

9.03 Cancellation for Default in Payment of Fees. If SERVICE PROVIDER fails to pay the whole or any part of the fees and charges due hereunder for a period of fifteen (15) consecutive calendar days after such payments become due, and continues to fail to pay said amounts in full within ten (10) consecutive calendar days from date of written notice of demand to SERVICE PROVIDER from COUNTY, COUNTY may, at its option, immediately cancel this Agreement, by written notice thereof, and said Agreement shall automatically be terminated as of the date of said written notice.

9.04 Cancellation by SERVICE PROVIDER. SERVICE PROVIDER may cancel this Agreement, if SERVICE PROVIDER is not in default of this Agreement (including, but not limited to, its payment to COUNTY hereunder) by giving COUNTY sixty (60) days advance written notice to be served as hereinafter provided, upon or after the happening of any one of the following events:

- A. Issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport for airport purposes, and the remaining in force of such injunction for a period of at least ninety (90) days.
- B. The default by COUNTY in the performance of any covenant or agreement herein required to be performed by COUNTY and the failure of COUNTY to remedy such default for a period of ninety (90) days after receipt from SERVICE PROVIDER of written notice to remedy same; provided, however, that no notice of cancellation, as provided herein, shall be of any force or effect if COUNTY shall have remedied the default prior to receipt of SERVICE PROVIDER's notice of cancellation.
- C. The lawful assumption by the United States Government or any authorized agency thereof, of the operation, control or use of the Airport and facilities, or any substantial part or parts thereof, in such a manner as to substantially restrict SERVICE PROVIDER, for a period of at least ninety (90) days, from operating thereon.

9.05 Assignment, Transfer and Subcontracting. SERVICE PROVIDER shall not, in any manner, assign, transfer, mortgage, pledge, encumber or otherwise convey an interest in this Agreement, nor contract the services permitted herein or any part thereof, without the prior written consent of COUNTY in the form of a resolution adopted by the Board of County Commissioners. Such consent can be withheld for any reason or for no reason at all. Any such attempted assignment, transfer or sub-contract without COUNTY approval shall be null and void. In the event COUNTY consents in writing as aforesaid, SERVICE PROVIDER shall have the right to the extent permitted by COUNTY's consent to subcontract or assign all or any portion of the permitted services, provided that any such subcontract or assignment shall be limited to only the same purposes as are permitted under this Agreement. Any such subcontract or assignment shall be subject to the same conditions, obligations and terms as set forth herein and SERVICE PROVIDER shall be fully responsible for the observance by its subcontractors of the terms and covenants contained in this Agreement. Notwithstanding anything herein to the contrary, in the event of an approved subcontract, SERVICE PROVIDER shall remain primarily liable to COUNTY for fulfilling all obligations, terms and conditions of this Agreement, throughout its entire term.

ARTICLE X SIGNS

No signs, posters, or similar devices shall be erected, displayed, or maintained by SERVICE PROVIDER in the view of the general public in, on or about the Airport premises without the prior written approval of Department. Any such signs not approved shall be immediately removed at the sole cost and expense of SERVICE PROVIDER, upon written notification thereof by Department.

ARTICLE XI LAWS, REGULATIONS, PERMITS AND TAXES

11.01 General.

A. SERVICE PROVIDER expressly covenants, warrants, guarantees and agrees that throughout the term of this Agreement, SERVICE PROVIDER shall at all times be and shall remain in full and complete compliance with all applicable statutes, regulations, rules, rulings, orders, ordinances and/or directives of any kind or nature without limitation, as same may be amended, of any and/or all Federal, State, Municipal and/or local governmental bodies now or hereafter having jurisdiction over SERVICE PROVIDER, SERVICE PROVIDER's operations conducted under this Agreement on the Airport premises and/or over those persons and entities performing any work or services on behalf of SERVICE PROVIDER or at SERVICE PROVIDER's actual or constructive request. SERVICE PROVIDER further covenants, warrants, guarantees and agrees that it shall comply with all ordinances of COUNTY, including but not limited to the "Rules and Regulations of the Department of Airports," (Ordinance No. 70-1 as amended, and as may be amended), of Palm Beach County, Florida, all operational orders issued thereunder, and any and all other laws, ordinances, regulations, rules and orders of any governmental entity which may be applicable to SERVICE PROVIDER or in any way to SERVICE PROVIDER's business operations under this Agreement as said laws, ordinances,

regulations, rules and orders now exist, or are hereafter amended, promulgated or otherwise imposed on SERVICE PROVIDER by law.

B. SERVICE PROVIDER expressly covenants, warrants and 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 policies and procedures related to certification of the Airport under Part 139 of the Federal Aviation Regulations or the Rules and Regulations of the Department.

11.02 Permits and Licenses General. The SERVICE PROVIDER expressly covenants, warrants and 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 entire term of this Agreement by any Federal, State, or local governmental entity or any Court of Law having jurisdiction over the SERVICE PROVIDER or the SERVICE PROVIDER's operations and activities, for any activity of the SERVICE PROVIDER conducted on the Airport and for any and all operations conducted by the SERVICE PROVIDER including ensuring that all legal requirements, permits and licenses necessary for or resulting, directly or indirectly, from the SERVICE PROVIDER's operations and activities on the Airport have been obtained and are in full legal compliance. Upon the written request of the Department, the SERVICE PROVIDER shall provide to the Department certified copies of any and all permits and licenses which the Department may request.

11.03 Air and Safety Regulations. The SERVICE PROVIDER covenants warrants, guarantees and agrees that it shall conduct its operations and activities under this Agreement 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 the SERVICE PROVIDER resulting from, or in any way related to, the conduct of the SERVICE PROVIDER's business on the Airport. The SERVICE PROVIDER shall procure and maintain such fire prevention and extinguishing devices as required by the COUNTY and shall at all times be familiar and comply with the fire regulations and orders of the COUNTY and the fire control agency with jurisdiction at the Airport, as same may now exist or hereafter come into being. The SERVICE PROVIDER understands that any equipment, vehicles, tanks or improvements now existing or hereinafter placed upon the Airport may not have been cleaned or may contain a residue of volatile or flammable products. The SERVICE PROVIDER agrees, for itself and any employee, contractor or other person working for or on behalf of the SERVICE PROVIDER, to observe due care at all times as required by its knowledge herein and of circumstances. The SERVICE PROVIDER hereby agrees that neither the SERVICE PROVIDER, nor any employee or contractor or any person working for or on behalf of the SERVICE PROVIDER, shall require any personnel engaged in the performance of the SERVICE PROVIDER'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.

11.04 Environmental and Natural Resource Laws, Regulations and Permits.

A. Notwithstanding any other provision of the Agreement, and in addition to any and all other Agreement requirements, and any other covenants and warranties of the SERVICE PROVIDER, the SERVICE PROVIDER hereby expressly covenants, warrants, guarantees and represents to COUNTY, upon which COUNTY expressly relies, that the SERVICE PROVIDER is knowledgeable of any and all Federal, State, regional and local governmental laws, ordinances, regulations, orders and rules, without limitation, that are now or may hereafter come into being, 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 the SERVICE PROVIDER of its operations pursuant to or upon the Airport. The SERVICE PROVIDER expressly represents, covenants, warrants, guarantees and agrees that it shall comply with all applicable Federal, State, regional and local laws, regulations and ordinances protecting the environment and natural resources including, but not limited to, the Federal Clean Water Act, Safe Drinking Water Act, Clean Air Act, Resource Conservation Recovery Act, Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("Superfund"), and all rules and regulations promulgated or adopted thereunder as same may from time to time be amended. The SERVICE PROVIDER further expressly represents, covenants, warrants, guarantees and agrees that it shall fully comply with all State and local laws, ordinances, rules and regulations protecting the environment, including, but not limited to, Chapter 376, Florida Statutes and Chapter 403, Florida Statutes as implemented by DER regulations (Chapter 17, Florida Administrative Code) including, but not limited to, specifically Chapters 17-3; 4; 7; 22; 30; 60; 61, Florida Administrative Code.

B. The SERVICE PROVIDER hereby acknowledges and understands that its operations performed pursuant to this Agreement 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. The SERVICE PROVIDER expressly covenants, warrants, guarantees and represents to COUNTY, upon which COUNTY expressly relies, that the SERVICE PROVIDER 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. The SERVICE PROVIDER further expressly covenants, warrants, guarantees and represents that it is fully qualified to handle and dispose of any 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. The SERVICE PROVIDER 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 the SERVICE PROVIDER's operations, and the SERVICE PROVIDER shall, prior to commencement of any such operations pursuant to this Agreement, 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. The SERVICE PROVIDER further represents, warrants, guarantees and covenants to COUNTY, upon which COUNTY hereby expressly relies, that the SERVICE PROVIDER, its employees, agents, contractors, and all persons working for, or on behalf of, the SERVICE PROVIDER 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 which are now or are hereinafter promulgated.

E. The SERVICE PROVIDER 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. The SERVICE PROVIDER hereby expressly agrees to indemnify and hold COUNTY harmless from and against any and all liability for fines and physical damage to property or injury or death to persons, including reasonable expense and attorneys fees, arising from or resulting out of, or in any way caused by the SERVICE PROVIDER's failure to comply with any and all applicable Federal, State and local laws, ordinances, regulations, rulings, orders and standards, now or hereinafter, promulgated for the purpose of protecting the environment. The SERVICE PROVIDER understands that this indemnification is in addition to and is a supplement of the SERVICE PROVIDER's indemnification agreement set forth in Article VIII of this Agreement and that the SERVICE PROVIDER in full understanding of the broad extent of this indemnification hereby expressly acknowledges that it has received full and adequate consideration from COUNTY to legally support this indemnification agreement. This clause shall survive termination of the Agreement.

G. If the SERVICE PROVIDER is deemed to be a generator of hazardous waste, as defined by State or Federal or local laws, the SERVICE PROVIDER 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.

Provisions shall be made by the SERVICE PROVIDER 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 by County Officials, including Fire Department Officials, for implementation of proper storage, handling and disposal procedures.

Notification of all hazardous waste activities by the SERVICE PROVIDER shall be made to the Palm Beach County Solid Waste Authority or such other agencies as the COUNTY may from time to time designate, by the SERVICE PROVIDER so that it shall be included as a County Generator of such waste.

The SERVICE PROVIDER agrees that an emergency coordinator and phone number shall be furnished to the Department of Airports, to the Palm Beach County 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.

H. Violation of any part of the foregoing provisions or disposition by the SERVICE PROVIDER of any sanitary waste, pollutants, contaminants, hazardous waste, toxic waste, industrial cooling waters, sewage or any other materials in violation of the provisions of this section of the Agreement shall be deemed to be a default under this Agreement, and unless cured within ten (10) days of receipt of notice from the COUNTY or, if said default cannot be completely cured within that period, unless SERVICE PROVIDER has commenced curing said default within that time period and uses its best efforts to completely cure said default as expeditiously as possible, shall be deemed to be a material breach as provided for under this Agreement, and shall be grounds for termination of this Agreement, and shall also provide COUNTY grounds for taking whatever other action it may have in addition to termination based upon default as provided for under the Agreement. The SERVICE PROVIDER 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 the SERVICE PROVIDER or by the SERVICE PROVIDER'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 the SERVICE PROVIDER pursuant to the terms of the Agreement. All such remedies of COUNTY with regard to environmental requirements as set forth herein shall be deemed cumulative in nature and shall survive termination of this Agreement.

11.05 Payment of Taxes. The SERVICE PROVIDER shall pay any and all taxes and other costs as may be lawfully assessed against its interest in the Airport premises, including but not limited to its operations under this Agreement. SERVICE PROVIDER shall have the right to contest the amount or validity of any tax or assessment payable by its appropriate legal proceedings, but this shall not be deemed or construed in any way as relieving, modifying, or extending SERVICE PROVIDER's covenants to pay any such tax or assessment, unless the legal proceedings shall operate to prevent the collection of the tax or assessment. Upon termination of such legal proceedings, SERVICE PROVIDER shall pay the amount of any such tax or assessment, or part thereof, as finally determined in such proceedings, the payment of which may have been deferred during the prosecution thereof, together with any costs, fees, interest, penalties, or other liabilities in connection therewith.

ARTICLE XII DISCLAIMER OF LIABILITY

COUNTY HEREBY DISCLAIMS, AND SERVICE PROVIDER 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 SERVICE PROVIDER, ITS EMPLOYEES, AGENTS OR INVITEES DURING THE TERM OF

THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, LOSS, DAMAGE OR INJURY TO THE IMPROVEMENTS OR PERSONAL PROPERTY OF THE SERVICE PROVIDER OR SERVICE PROVIDER'S BUSINESS INVITEES THAT MIGHT BE LOCATED OR STORED ON THE AIRPORT, UNLESS SUCH LOSS, DAMAGE OR INJURY IS CAUSED BY COUNTY'S SOLE 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 PROVISION OF SERVICES PERMITTED UNDER THIS AGREEMENT.

ARTICLE XIII
REMEDIES CUMULATIVE

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

ARTICLE XIV
GOVERNMENTAL RESTRICTIONS

14.01 Federal Right to Reclaim. In the event a United States governmental agency shall demand and take over either the entire facilities of the Airport or the portion wherein the SERVICE PROVIDER is authorized to operate pursuant to this Agreement, for public purposes, then this Agreement shall thereupon terminate and the COUNTY shall be released and fully discharged from any and all liability hereunder.

14.02 Federal Review. This Agreement is subject to any applicable review by the Federal Aviation Administration to determine satisfactory compliance with federal law, and said Agreement shall be in full force and effect and binding upon both parties pending review and approval by said Federal Aviation Administration not to be in violation of existing laws, regulations or other requirements.

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

14.04 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 real property previously described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used, for navigation of or flight in the said airspace and for landing on, taking off from or operating on the Airport.

14.05 Operation of Airport. The SERVICE PROVIDER expressly agrees for itself, its successors and assigns, to prevent any use of Airport property which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard.

ARTICLE XV
NO DISCRIMINATION

15.01 Non-discrimination. SERVICE PROVIDER for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (a) that in the furnishing of services permitted herein, no person on the grounds of race, color, age, religion, sex or natural origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (b) SERVICE PROVIDER shall operate in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. In the event of the breach of any of the foregoing non-discrimination covenants, COUNTY shall have the right to terminate this Agreement and all privileges and rights granted to the SERVICE PROVIDER hereunder. This cancellation provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21, are followed and completed including exercise or expiration of appeal rights.

15.02 Minority Business Enterprise/Affirmative Action. The SERVICE PROVIDER acknowledges that the provisions of 49 CFR Part 23, Minority Business Enterprise (MBE), and 14 CFR Part 152, Affirmative Action Employment Programs, may become applicable to the activities of the SERVICE PROVIDER under the terms of this Agreement, unless exempted by said regulations, and hereby agrees at such time to comply with all requirements of the Department, the Federal Aviation Administration and the U.S. Department of Transportation in reference thereto. These requirements may include, but not be limited to, the compliance with MBE and/or Employment Affirmative Action participation goals, the keeping of certain records of good faith compliance efforts, which would be subject to review by the various agencies, and the submission of various reports, and including, if directed by the Department, the contracting of specified percentages of goods and services contracts to Minority Business Enterprises. Failure to comply with these requirements shall be grounds for default and cancellation of this Agreement. Any cancellations pursuant to this Article XV shall not be effective until the procedures specified in said Federal regulations or established by the COUNTY are completed, including exercise or expiration of appeal rights.

ARTICLE XVI
NON-EXCLUSIVE AGREEMENT

The SERVICE PROVIDER expressly understands and agrees that the rights and privileges granted under this Agreement are nonexclusive, and the COUNTY herein reserves the right to grant similar rights and privileges to others at the Airport.

ARTICLE XVII
COUNTY NOT LIABLE

COUNTY shall not be responsible or liable to SERVICE PROVIDER for any claims for compensation or any losses, damages or injury sustained by SERVICE PROVIDER resulting from (a) cessation for any reason of air carrier operations at the Terminal, or (b) diversion of passenger traffic to any other facility. COUNTY shall not be responsible nor liable to the SERVICE

PROVIDER for any claims for compensation or any losses, damages, or injury sustained by SERVICE PROVIDER resulting from failure of any water supply, electrical current, sewerage or drainage facility, or caused by natural physical conditions on the Airport, 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 onto the Airport shall be at the sole risk of the SERVICE PROVIDER or owner thereof and SERVICE PROVIDER expressly acknowledges and agrees that COUNTY shall not be liable for any damage to or loss of said personal property.

ARTICLE XVIII
AUTHORIZED USES ONLY

Notwithstanding anything to the contrary herein, the SERVICE PROVIDER will not use or permit the use of the Airport premises for any illegal or improper purpose or for any purpose which would invalidate any policies of insurance, now existing or hereafter written on Airport premises for the COUNTY or the SERVICE PROVIDER.

ARTICLE XIX
WAIVERS

The failure of either party 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 such party may have for any subsequent breach, default, or non-performance, and such party's right to insist on strict performance of this Agreement shall not be affected by any previous waiver or course of dealing.

ARTICLE XX
SUBORDINATION

20.01 Subordination to Bond Resolution. This Agreement and all rights granted to the SERVICE PROVIDER hereunder are expressly subordinated and subject to the lien and provisions of the pledges, transfer, hypothecation or assignment made by COUNTY in the Bond Resolution, and COUNTY and SERVICE PROVIDER agree that to the extent permitted by authorizing legislation, the holders of the Bonds or their designated representatives shall exercise any and all rights of COUNTY hereunder to the extent such possession, enjoyment and exercise are necessary to ensure compliance by the SERVICE PROVIDER and COUNTY with the terms and provisions of this Agreement and the Bond Resolution.

20.02 Subordination to Federal Agreements. This Agreement shall be subject and subordinate to all the terms and conditions of any instruments and documents under which the COUNTY acquired the land or improvements thereon and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. The SERVICE PROVIDER understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement between COUNTY and the United States of America, 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.

ARTICLE XXI
CONSENT AND APPROVAL

Nothing in this Agreement shall be construed to waive or limit COUNTY's governmental authority as a political subdivision of the State of Florida to regulate the SERVICE PROVIDER or its operations.

ARTICLE XXII
RIGHTS RESERVED TO THE COUNTY

All rights not specifically granted the SERVICE PROVIDER by this Agreement are reserved to COUNTY.

ARTICLE XXIII
INVALIDITY OF CLAUSES

The invalidity of any portion, article, paragraph, provision, clause or any portion thereof of this Agreement shall have no affect upon the validity of any other part or portion hereof.

ARTICLE XXIV
VENUE

To the extent allowed by law the venue for any action arising from this Agreement shall be in Palm Beach County, Florida.

ARTICLE XXV
GOVERNING LAW

This Agreement shall be governed by and in accordance with the laws of the State of Florida.

ARTICLE XXVI

(Intentionally left blank)

ARTICLE XXVII
INSPECTIONS

The authorized employees and representatives of the COUNTY and any applicable Federal, State, and local governmental entity having jurisdiction hereof shall have the right of access to the Airport premises at all reasonable times for the purposes of inspection for compliance with the provisions of the Agreement and the services permitted herein.

ARTICLE XXVIII
NOTICE

Any notice given under the provisions of this Agreement shall be in writing and shall be delivered personally or sent by certified or registered mail, postage prepaid to:

To COUNTY:

Department of Airports
Palm Beach County
Building 846, Palm Beach International Airport
West Palm Beach, Florida 33406-1491

To SERVICE PROVIDER:

GFM Service, Inc.
Attn: President
18867 Big Cypress Drive
Jupiter, FL 33458

or to such other respective addresses as the parties may designate to each other in writing from time to time. Notice by certified or registered mail, shall be deemed given on the date that such notice is deposited in a United States Post Office.

ARTICLE XXIX
PARAGRAPH HEADINGS

The headings of the various articles and sections of this Agreement, 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 Agreement or any part or parts of this Agreement.

ARTICLE XXX
BINDING EFFECT

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

ARTICLE XXXI
PERFORMANCE

The parties expressly agree that time is of the essence in this Agreement and the failure by the SERVICE PROVIDER to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of COUNTY without liability, in addition to any other of COUNTY's rights or remedies, relieve COUNTY of any obligation to accept such performance.

ARTICLE XXXII
PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, SERVICE PROVIDER 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 F.S. 287.133(3)(a).

ARTICLE XXXIII
ENTIRETY OF AGREEMENT

The parties agree that this Agreement 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 Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be signed by the County Administrator or the Director of the Department of Airports pursuant to the authority granted by said Board, and the SERVICE PROVIDER, GFM Service, Inc., has caused these presents to be signed in its corporate name by its duly authorized officer, the _____ Treasurer _____, acting on behalf of said SERVICE PROVIDER, and the seal of said SERVICE PROVIDER to be affixed hereto and attested by the Treasurer of said SERVICE PROVIDER, the day and year first written above.

WITNESS:

Connie Shoffner
Witness Signature
Connie Shoffner
Name (typed or printed)

Jeremy Poose
Witness Signature
Jeremy Poose
Name (typed or printed)

PALM BEACH COUNTY, FLORIDA

By: [Signature]
Director - Department of Airports

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Anne Welfant
County Attorney

ATTEST:

By: [Signature]

SERVICE PROVIDER:

GFM Service, Inc.

By: Denise A. Nadeau

Denise A. Nadeau
-Typed Name of Corporate Officer-

Title: Treasurer

(Corporate Seal)

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

[Signature]
Witness Signature
PATRICIA A. DESORMIER
(Name typed or printed)

[Signature]
Witness Signature
MICHELE ARDECKI
(Name typed or printed)

EXHIBIT "E"
to the Airline-Airport Use
and Lease Agreement for
Palm Beach International Airport
RATE and FEE SCHEDULE
for the period of
October 1, 2006
Through September 30, 2007

1. Average Terminal Rental Rate and Landing Fee Rate. This Exhibit sets forth the method to be used in calculating the average Terminal rental rate and Landing Fee Rate for each rate setting period (generally each Fiscal Year). Average terminal rates shall be calculated by determining the Net Requirement divided by the total amount of budgeted Signatory Airline space for the rate setting period. Landing Fees shall be determined by the Net Requirement divided by the budgeted Maximum Gross Landed Weight for all Signatory Airlines for the rate setting period.

2. Differential Terminal Rental Rates.

A. Terminal building space shall be classified according to type of space for the purpose of establishing differential rates by location and function as set forth below:

<u>Types of Space</u>	<u>Location/Function</u>	<u>Weighted Value</u>
1	Ticket Counter	1.00
2	Ticket Offices and Upper Level Offices; V.I.P. Rooms; Hold Rooms	0.90
3	Bag Claim; Concourse Areas	0.80
4	Bag Make-up; Curbside Offices; Operation Areas including Baggage Service Office; Commuter Operating Area	0.70
5	Tug Drives	0.25

B. The amount of each type of space identified above shall be determined by the Department on an annual basis. The space totals identified on Attachment 5 of this Exhibit are for the period of October 1, 2006 through December 30, 2007. On or about each July 1, the Department shall provide the Signatory Airlines with a Summary of Terminal Areas and Aircraft Parking Apron in substantially the form set forth in Attachment 5.

C. Using the space totals from the Summary of Terminal Areas and Aircraft Parking Apron, the average Terminal rental rate for the period shall be converted to differential Terminal rental rates.

(1) The amount of Type 1 through 5 space shall be weighted by the relative factors set forth in Paragraph 2.A. above, to obtain a weighted equivalent amount of space.

(2) The total amount of Signatory Airline Terminal rentals for Type 1 through 5 space shall be next determined as the product of the average Terminal rental rate for the period multiplied by the total amount of Type 1 through 5 Signatory Airline space.

(3) Said total amount of Terminal rentals shall then be divided by the weighted equivalent amount of space to determine the rate for Type 1 space. Rates for Types 2 through 5 space shall then be determined by multiplying the Type 1 rate by the relative factors for each type of space.

D. The total rentals for the Joint Use Premises (baggage claim, common use concourse areas (walkways and corridors), and tug drive) will be calculated as the product of the appropriate differential Terminal rental rate for the period multiplied by the square footage area. Each Scheduled Air Carrier's share of rentals due for the Joint Use Premises shall be determined by using a two tier calculation whereby 10% of the total cost is charged equally among Scheduled Carriers and 90% of the cost is allocated among the Scheduled Air Carriers based on their relative share of passenger volume. The appropriate passenger volume for each category of the Joint Use Premises shall be as follows:

- (1) Baggage Claim: Deplaned Passengers
- (2) Concourse: Total Passengers (Deplaned Passengers plus Enplaned Passengers)
- (3) Tug Drive: Enplaned Passengers

The Department reserves the right to exempt minor Scheduled Air Carriers from the standard Joint Use Premises calculations set forth above if the minor Scheduled Air Carrier's passenger volume is expected to be less than one half of one percent. The Department will assess a minor carrier a fee that approximates the Signatory Airlines average cost per passenger.

2006-2007 8/14/06

EXHIBIT "E"
to the Airline-Airport Use
and Lease Agreement for
Palm Beach International Airport

RATE and FEE SCHEDULE

for the period of
October 1, 2006

Through September 30, 2007

3. Aircraft Parking Apron Rate. The Aircraft Parking Apron rate shall be equal to ten percent (10%) of the Landing Fees Total Requirement, reduced by the estimated apron component from per use fees divided by the number of lineal feet of apron licensed for use by the Signatory Airlines.
4. Terminal Equipment Charges.
 - A. Charges for Terminal equipment shall be based upon Debt Service and Operating and Maintenance Expenses incurred and payable by COUNTY using the budgeted costs for the rate setting period, and allocable to each item or system.
 1. Debt Service and Operation and Maintenance Expenses for all loading bridges, 400 hertz, cabin air conditioning, and holdroom furnishings shall be calculated and combined; the resulting sum of such costs in each period using the budgeted costs for the rate setting period, shall then be divided by the number of loading bridges to determine the charge per loading bridge for the period. Charges for utilities shall be separately metered and charged, where practical.
 2. Debt Service Capital and Operation and Maintenance Expenses for the; (a) baggage make-up conveyors and devices (COUNTY-maintained) and (b) baggage claim conveyors and devices (COUNTY-maintained) shall be calculated and charged in accordance with paragraphs (a) and (b) below. Costs shall be disclosed on a per square foot basis.
 - (a) Baggage Makeup conveyors and devices. Each Scheduled Air Carrier shall pay for its relative share of costs (including Debt Service and O & M) of their assigned baggage make up conveyors and devices. The relative share of costs shall be determined by the total number of the Scheduled Air Carrier's ticket counter positions divided by total ticket counter positions served by the baggage make up system used by the Scheduled Air Carrier. The relative share percentage is multiplied times the total cost of operating the assigned baggage makeup conveyor/device to determine each Scheduled Air Carrier's prorated cost.
 - (b) Baggage claim conveyors and devices. Each Scheduled Air Carrier shall pay its relative share of costs (including Debt Service and Operations and Maintenance Expenses) of the baggage claim system. The relative share of costs shall be calculated using a two tier cost formula where 10% of baggage claim costs will be allocated among the Scheduled Air Carriers and 90% of baggage claim costs will be allocated using the individual Scheduled Air Carrier's share of Deplaned Passengers.

The Department reserves the right to exempt minor Scheduled Air Carriers from standard two tier 10%/90% calculations set forth above if the minor Schedule Air Carrier's passenger volume is expected to be less than one half of one percent. The Department will charge the minor carrier a fee that approximates the Signatory Airlines' average cost per passenger.
5. Commuter Operating Charge. Any Air Transportation Company using the Commuter Operating Area will be assessed a fee based on Total Passengers (Enplaned Passengers plus Deplaned Passengers), as established by the Department. The Commuter Operating Charge will be established to maximize revenues while maintaining a reasonable cost per passenger for commuter operations. The Commuter Operating Charge covers the use of the Commuter Operating Area, including gate, holdroom seating, and concourse areas in Concourse A and the Commuter Apron. Air Transportation Companies using the Commuter Operating Area will not be assessed the Joint Use Premises fee described in Section 2.D. above or the Aircraft Parking Apron Rate described in Section 3 of this Exhibit.
6. Federal Inspection Services (FIS) Facility Rate. The FIS facility rate for the period shall be based upon the costs attributable to the Air Carrier FIS Facility divided by estimated total international Deplaned Passengers using the Air Carrier FIS Facility during the period.
7. Per Use Gate Charge. The Per Use Gate Charge for each use of non-assigned gate facilities shall be based on the cost (including Operation and Maintenance Expenses and Debt Service) of loading bridge, aircraft support systems, holdroom furnishings, holdroom area, and parking apron using the budgeted costs for the rate setting period. The Per Use Gate Charge shall be calculated by dividing the cost by an assumed usage of 2.5 times per day. An electric surcharge shall be payable as determined by the Department and may be changed annually.
8. Overnight Aircraft Fee. Storage of an aircraft overnight at a Department passenger loading bridge will be assessed an Overnight Aircraft Fee in addition to any Per Use Gate Charges. Overnight storage at any other designated ramp/apron location will also be charged an Overnight Aircraft Fee. For purposes of this Exhibit, "overnight" generally means a period between the hours of 10 pm and 6 am (not exceeding an 8 hour duration). The Department may waive the Overnight Aircraft Storage Fee if an Air Transportation Company is required to relocate within this time period to accommodate another Air Transportation Company, or for any other valid reason. The Department also may allow park an aircraft in excess of 8 hours without incurring additional Per Use Gate Charges if no other Air Transportation Company wishes to use the gate.

-2006-2007 8/14/06

EXHIBIT "E"
to the Airline-Airport Use
and Lease Agreement for
Palm Beach International Airport

RATE and FEE SCHEDULE

for the period of

October 1, 2006

Through September 30, 2007

9. Non-Signatory Charges. Non-Signatory Airlines shall be charged an additional 10% fee on all rates and charges, excluding reimbursable items such as utility assessments. To be considered a Signatory Airline, an Air Transportation Company must: (i) execute an Airport Use and Lease Agreement, with COUNTY and satisfy all applicable requirements including, but not limited to insurance and bonding, and must maintain a minimum Airline Premises consisting of ticket counter, office space and one gate; or (ii) be an all-cargo Air Transportation Company that guarantees a minimum of 50,000 annual units of Maximum Gross Landed Weight per each 1 year period and leases facilities from COUNTY on the Airport pursuant to an agreement for a total term of not less than 5 years. Notwithstanding the foregoing, an Air Transportation Company that solely operates from the Commuter Operating Area is not required to obtain a preferential license to use a gate to be considered a Signatory Airline.

EXHIBIT "E"
to the Airline-Airport Use
and Lease Agreement for
Palm Beach International Airport
RATE and FEE SCHEDULE
for the period of
October 1, 2006
Through September 30, 2007

10. Statement of Rates for the Current Rate-Setting Period, October 1, 2006 through September 30, 2007:

A. Terminal Rental Rates for Signatory Airlines:

<u>Type of Space</u>	<u>Location/Function</u>	<u>Rate Per Square Foot</u>
1	Ticket Counter	\$74.17
2	Ticket Offices and Upper Level Offices; V.I.P. Rooms; Hold Rooms	\$66.75
3	Bag Claim; Concourse Areas	\$59.34
4	Bag Make-up; Curbside Offices, Operation Areas including Baggage Service Offices; Commuter Operating Area	\$51.92
5	Tug Drives	\$18.54

These rates are based upon an average Terminal rental rate of \$55.92 per square foot.

B. Landing Fee Rate for Signatory Airlines: \$1.108 per 1,000 pounds of Maximum Gross Landing Weight.

C. Aircraft Parking Apron Rate: \$251.17 per lineal foot.

D. Terminal Equipment Charges:

(1) Loading Bridges, support systems, and furnishings: \$66,248.75 per gate, plus utility charges.

(2) Equipment/Furnishings Surcharges

Baggage Make-up Conveyors/Devices	\$ 13.08 per square foot
Baggage Claim Conveyors/Devices	\$ 4.79 per square foot

Terminal Equipment Charges do not include cost for non-routine maintenance. Non-routine maintenance will be invoiced on an individual basis based upon specific work performed.

E. Commuter Operating Charge: \$2.00 per each passenger (Enplaned Passengers plus Deplaned Passengers) using the Commuter Operating Area.

F. Federal Inspection Services (FIS) Facility Rate. \$2.13 per international Deplaned Passenger requiring FIS processing.

G. Per Use Gate Charge: \$276 per 90 minute use, or any portion thereof, plus \$25 for electric surcharge. Overnight parking of aircraft will be assessed a separate Overnight Aircraft Fee of \$200 for overnight gate use or \$125 for overnight hardstand storage.

***Non-Signatory Airlines shall pay 110% of the rates set forth above .**

EXHIBIT "E"
to the Airline-Airport Use
and Lease Agreement for
Palm Beach International Airport
RATE and FEE SCHEDULE
for the period of
October 1, 2006
Through September 30, 2007

NOTES TO EXHIBIT E

to the Airline-Airport Use and Lease Agreement
for Palm Beach International Airport

CALCULATION OF RATES FOR TERMINAL
RENTALS, APRON FEES AND LANDING FEES

A. EXPLANATION OF EXHIBIT E LINE ITEMS

1. Direct Operation and Maintenance Expenses: Expenses associated with operation and maintenance of the Airport and directly assignable to the Terminal or Airside cost centers shall be included as Direct Operation and Maintenance Expenses for Terminal Rentals and Landing Fees, respectively.
2. Indirect Operation and Maintenance Expenses: Expenses associated with operation and maintenance of the Airport and assignable to the indirect Airport cost centers shall be allocated to the direct cost centers on the basis of the procedures set forth in Section C below.
3. Direct and Indirect Debt Service: Debt Service, Subordinated Debt Service, and Other Debt Service directly assignable to the Terminal or Airside cost centers, and allocable indirect Debt Service, Subordinated Debt Service, and Other Debt Service shall be included in the calculation of Terminal Rentals and Landing Fees. For the purposes of this Agreement, annual debt service costs for the Series 2001, Series 2002, and Series 2006B shall be allocated as follows:

a. Airside	9.71%
b. Terminal	48.24%
c. Ground Transportation	22.28%
d. Other	9.90%
e. Tenant Equipment	9.87%

Annual debt service costs for Series 2006A shall be allocated 100% to the ground transportation cost center.

Indirect Debt Service shall be distributed in accordance with the procedures set forth in Section C below for the distribution of Indirect Operation and Maintenance Expenses.
4. Debt Service Charges Coverage: Twenty-five percent of Direct and Indirect Debt Service and such other amounts as may be required for Subordinated Indebtedness, and/or Other Debt Service, if any, shall be included in the calculation of Terminal Rentals and Landing Fees.
5. Debt Service Charges Reserve Requirement: Allocable portions of required deposits to the Debt Service Reserve Requirement, calculated based on the Direct and Indirect Debt Service attributed to the Terminal and Airside cost centers shall be included in the calculation of Terminal Rentals and Landing Fees, respectively. Allocable portions of reserve requirements, if any, for Subordinated Debt Service and/or Other Debt Service shall also be included.
6. Operation and Maintenance Reserve Retention: The Airport Operation and Maintenance Reserve requirement shall be one-sixth of the budgeted Operation and Maintenance Expenses for the Fiscal Year for which rates are being determined. The Operation and Maintenance Reserve Retention shall be one-sixth of the change in the budgeted Operation and Maintenance Expenses for the Fiscal Year for which Rates and Charges are being calculated over the estimated Operation and Maintenance Expenses for the preceding Fiscal Year. The Terminal and Airside cost centers shall receive an allocation of the Operation and Maintenance Reserve Retention in proportion to each direct cost center's share of total Operation and Maintenance Expenses for all direct cost centers.
7. Amortization Charges: Amortization charges for Capital Expenditures made to the Airside, including the Ramp Area, and the Terminal, when such Capital Expenditures are paid for with COUNTY funds available for such purposes, including retained surpluses in the Improvement and Development Fund, shall be included in the calculation of Terminal Rentals and Landing Fees.
8. FIS Facility Expenses: FIS Facility Expenses are equal to the sum of Direct Operation and Maintenance Expenses, Indirect Operation and Maintenance Expenses, Direct and Indirect Debt Service, Debt Service Coverage, Debt Service Reserve Requirement, Operation and Maintenance Reserve Retention and Amortization Charges properly attributable to the Air Carrier FIS Facility located in the Terminal.

2006-2007 8/14/06

EXHIBIT "E"
to the Airline-Airport Use
and Lease Agreement for
Palm Beach International Airport
RATE and FEE SCHEDULE
for the period of
October 1, 2006
Through September 30, 2007

9. Applicable Direct Revenues: Applicable direct Revenues that shall be credited to the Landing Fees Total Requirement are one hundred percent (100%) of Non-Signatory Airline landing fee revenues, one hundred percent (100%) of airfield services revenues, one hundred percent (100%) of aviation fueling revenues, and twenty-five percent (25%) of airline catering revenues. Applicable direct Revenues that shall be credited against the Terminal rentals Total Requirement is twenty-five percent (25%) of airline catering revenues, one hundred percent (100%) of the holdroom component of the gate per use fees, one hundred percent (100%) of Commuter Operating Area revenues, and one hundred percent (100%) of Air Carrier FIS Facility Revenues.
10. Ten Percent of Landing Fees Total Requirement: Ten Percent (10%) of the landing fees Total Requirement is the basis for calculating the Aircraft Parking Apron Rate and is therefore deducted in determining the Landing Fees Adjusted Requirement.
11. Settlement: The Department will calculate the difference between budgeted Operations and Maintenance Expenses and actual Operations and Maintenance Expenses for Terminal and Airfield cost centers, including the aircraft parking apron. Terminal and Airfield differences will be disclosed to the Signatory Airlines by March 31 of each year, allocated to each Signatory Airline based on each Signatory Airline's Airline Premises and landed weight, respectively. On or about each July 1 of each year, the Department will issue invoices to the Signatory Airlines for amounts due to COUNTY or payments to each Signatory Airlines for amounts due to the Signatory Airline. In the event an individual Signatory Airline's settlement to results in an Invoice from COUNTY, which exceeds 5% of annual fees and charges actually paid by the Signatory Airline for the preceding period, COUNTY will invoice the Signatory Airline for amounts due in two equal monthly installments.
12. Transfers. Amounts credited to the Transfer Account, as determined in accordance with Attachment 4, shall be credited against the Terminal rentals and landing fees requirements.
13. Average Terminal Rental Rate. Terminal rentals Net Requirement shall be divided by rentable Terminal area to calculate the required Average Terminal Rental Rate.
14. Landing Fee Rate. Landing Fees Net Requirement shall be divided by the projected Maximum Gross Landed Weight of all Signatory Airlines to calculate the required Landing Fee Rate.
15. Renewal and Replacement Allowance: Renewal and replacement expenditures shall be shown as a deduction from Transfers pursuant to the following schedule:
- | | |
|-------|-------------|
| 2007: | \$1,600,000 |
| 2008: | \$1,680,000 |
| 2009: | \$1,764,000 |
| 2010: | \$1,852,200 |
| 2011: | \$1,944,810 |
16. Total Requirement. Total Requirement shall mean the sum of the following components: Direct Operation and Maintenance Expenses, Direct and Indirect Debt Service, Debt Service Coverage, Debt Service Reserve Requirement, Operation and Maintenance Reserve Retention, and Amortization Charges for capital projects. The Total Requirement will be applicable to Terminal and Airfield cost centers.
17. Adjusted Requirement. Adjusted Requirement shall mean the Total Requirement less Applicable Direct Revenues for the Terminal cost center. The Adjusted Requirement for the Airfield cost center shall mean the Total Requirement less applicable Direct Revenue and 10% of the Total Requirement.
18. Net Requirement. Net Requirement shall mean the Adjusted Requirement less Transfers. In the case of the Terminal cost center, the Adjusted Requirement shall be further reduced to equal the Signatory Airline share only.
19. Transfers. Transfers represent the revenue sharing component of the rate calculations that will be credited against the Terminal and Airfield cost centers for purposes of determining Terminal rental rates and Landing Fees. Using the budgeted totals for the Airport System for the upcoming rate setting period, Transfers shall be calculated by adding the Total Operating Revenues plus Transfers calculated for the preceding Fiscal Year, less: Total Operating and Maintenance Expenses, the required increase in Operation and Maintenance Reserve, Debt Service, Debt Service Reserve, Amortization Charges, Renewal and Replacement Allowance and Subordinated Debt Service payments. Fifty percent of the Transfer amount (the "Credit") shall be credited to the Signatory Airlines' rates and charges for the upcoming rate setting period as follows: Tenant Equipment Coverage (equal to 25% of the budgeted Tenant Equipment Debt Service), Terminal rentals (equal to 80% of the Credit after deducting Tenant Equipment Coverage) and Landing Fees (equal to 20% of the Credit after deducting Tenant Equipment Coverage).
- B. AIRPORT COST CENTERS. Airport cost centers used in the determination of rates for rentals, fees and charges shall include, but are not necessarily limited to, the following:

2006-2007 9/14/06

EXHIBIT "E"
to the Airline-Airport Use
and Lease Agreement for
Palm Beach International Airport
RATE and FEE SCHEDULE
for the period of
October 1, 2006
Through September 30, 2007

DIRECT COST CENTERS

Airside	Activities and areas provided for the landing, takeoff, and taxiing of aircraft; aircraft parking; approach and clear zones; and aviation easements.
Terminal	The Terminal.
Ground Transportation	Areas designated for employee and public auto parking and rental car operations (excluding rental car ticket counters in the Terminal), and all Airport access roadways.
Non-Aviation	Areas designated for commercial or industrial use.
Aviation	Areas designated for FBO or other aviation use including general aviation aprons at PBI.
General Aviation FIS Facility	The FIS building located on the south side of the Airport.
Lantana	All properties and areas associated with Palm Beach County Park (Lantana) Airport.
Glades	All properties and areas associated with Palm Beach County Glades Airport.
North County Airport	All properties and areas associated with the North Palm Beach County General Aviation Airport.
Terminal Equipment	All equipment and furnishings including loading bridges, preconditioned air, 400 HTZ, baggage systems, and holdroom furnishings.

INDIRECT COST CENTERS

Administration/Indirect Operations/Medic	Functions and activities associated with the general Airport Systems administration, certain Indirect Operation, and Medic services.
Maintenance	Functions and activities associated with the general maintenance and repair of Airport properties.
Crash/Fire/Rescue Department	Emergency medical services and functions associated with crash, fire and rescue operations at the Airport. Medic Services costs shall be allocated separately using the administrative cost center allocation methodology.

C. INDIRECT COST CENTER ALLOCATIONS. Expenses for each Indirect cost center shall be allocated to the direct cost centers as follows:

1. Expenses for Administration shall be allocated to direct cost centers on the basis of each direct cost center's share of total Operation and Maintenance Expenses for all direct cost centers. For the purposes of this allocation, Administration will include any indirect costs for Operations as well as Medic operations within the Crash/Fire/Rescue cost center.
2. Expenses for Maintenance shall be allocated to direct cost centers on the basis of estimated labor costs based on historical data for activity associated with each direct cost center.

2006-2007 8/14/06

EXHIBIT "E"
to the Airline-Airport Use
and Lease Agreement for
Palm Beach International Airport

RATE and FEE SCHEDULE
for the period of
October 1, 2006
Through September 30, 2007

3. Expenses for Crash/Fire/Rescue Operations (also known as Aircraft Rescue and Fire Fighter Operations) shall be allocated to direct cost centers according to the following percentages:

Airside	70.00%
Terminal	4.00
Ground Transportation	3.00
Aviation	12.00
Non-Aviation	4.00
Lantana Airport	3.00
Glades Airport	1.00
North County Airport	<u>3.00</u>
	100.00%

The above allocation listed in C.3. will not include costs associated with Medic operations. These costs will be allocated using the Administration methodology explained in C.1. above.

*Note terms not defined in this Exhibit shall have the meanings ascribed to them in the Agreement.

**Notwithstanding any provision of this Exhibit to the contrary, including use of the term "rentals", AIRLINE acknowledges that the Preferential Use and Joint Use Premises areas of the Airport are licensed for use by Air Transportation Companies at the Airport as opposed to leased. Nothing herein shall be deemed to grant AIRLINE a leasehold interest in such areas.

Attachment to Exhibit "B"
to the Airline-Airport Use and Lease Agreement
Palm Beach County-Department of Airports
Rate and Fee Schedule
for the period October 1, 2006 through September 30, 2007

Attachment 1

Summary of Rate Calculation

	Terminal Rents	Landing Fees
1. Direct Operation and Maintenance	12,157,078	1,668,342
2. Indirect Operation and Maintenance Expense	3,841,944	4,428,327
TOTAL OPERATION AND MAINTENANCE EXPENSE	15,999,022	6,096,669
3. Direct and Indirect Debt Service Charges	5,727,885	1,152,939
4. Debt Service Coverage	1,431,971	288,235
5. Debt Service Reserve Requirement	0	0
6. O & M Reserve Retention	359,686	58,862
7. Amortisation Charges for capital projects	943,822	84,018
8. TOTAL REQUIREMENT	24,462,387	7,680,722
LESS:		
9. Ten percent (10%) of Landing Fees Total Requirement (recovered by Aircraft Parking Apron Rate)	-	768,072
10. Applicable Direct Revenue and Reimbursements, as follows:		
a. Airline Catering (25% of total)	45,000	45,000
b. Non-signatory landing fees	-	105,916
c. Airfield Services	-	50,000
d. Aviation fueling	-	900,000
e. Per Use Gate Fee, holdroom component	280,059	-
f. Commuter Concourse Revenue	200,344	-
g. Air Carrier FIS Facility	40,000	-
11. Adjusted Requirement	23,896,984	5,811,734
12. Total Rentable terminal area	329,693	-
13. Average Terminal Rent before Transfers	72.48	-
14. Signatory Airlines Leased Square Footage	234,842	-
15. Adjusted Requirement	17,022,471	-
16. Less Transfers (Revenue Sharing)	3,889,062	972,265
17. Net Requirement	13,133,410	4,839,469
18. Signatory Airlines Leased Square Footage	234,842	-
19. Signatory Landed Weight (1,000 pounds)	-	4,369,893
20. Signatory Terminal Rate/Landing Fee	55.92	1.108
21. Non-signatory Terminal Rate/Landing Fee	61.52	1.218
Differential Terminal Rates	Signatory	Non-signatory
Type 1	74.17	81.59
Type 2	66.75	73.43
Type 3	59.34	65.27
Type 4	51.92	57.11
Type 5	18.54	20.40

Attachment to Exhibit "g"
to the Airline-Airport Use and Lease Agreement
Palm Beach County-Department of Airports
Rate and Fee Schedule
for the period October 1, 2006 through September 30, 2007

Detail of Revenues

	FY 2005 Audited	FY 2006 Re-Estimated	FY 2007 Budgeted
AIRSIDE			
Sig. Airline Landing Fees	5,100,504	4,800,000	4,839,469
Non-sig. Airline landing fees	114,222	114,000	105,916
Apron fees	982,334	700,000	768,072
Airfield services	58,065	50,000	50,000
Aviation Fueling	835,747	900,000	900,000
Miscellaneous Revenues	280,503	493,586	506,000
Sub-Total	7,371,375	7,057,586	7,169,457
TERMINAL			
Airline Terminal Rental	13,828,338	12,350,000	13,133,410
Car Rental Terminal Rents	221,820	195,000	195,000
Food and Beverage Concessions	1,596,433	1,700,000	1,750,000
News and Gift Concessions	2,113,317	2,150,000	2,200,000
Other Concessions	436,770	441,500	440,000
Tenant Equipment Charges	2,277,482	2,300,000	2,400,000
FAR 107/108 Reimbursements	492,482	500,000	0
Commuter Fees			200,000
Non-airline Rents and Misc.	417,988	408,500	411,500
Sub-Total	21,384,630	20,045,000	20,729,910
Terminal F.I.S.	40,116	40,000	40,000
GROUND TRANSPORTATION			
Automobile parking	14,718,885	16,000,000	18,200,000
Ground Rental	558,019	565,000	565,000
On-airport car rental	10,373,459	10,700,000	10,850,000
Off-airport car rental	84,644	88,000	88,000
Taxi/Limo	226,636	230,000	235,000
Miscellaneous Revenues	106,317	60,000	60,000
Sub-Total	26,067,960	27,643,000	29,998,000
AVIATION SERVICES			
Building Rentals	398,978	398,000	398,000
Ground Rentals	1,029,230	1,200,000	1,200,000
Airline Catering	190,514	180,000	180,000
Aircraft Parking	67,933	0	0
Miscellaneous Revenues	79,364	80,300	80,300
Sub-Total	1,766,619	1,858,300	1,858,300
Air Cargo Facility	227,276	225,500	225,500
NON-AVIATION SERVICES			
Building Rentals	1,232,445	1,048,600	750,000
Ground Rentals	(78,701)	120,000	120,000
Miscellaneous Revenues	5,229	5,200	5,200
Sub-Total	1,158,973	1,173,800	875,200
Non-Aviation: Section 6	1,172,029	1,171,500	1,171,500
LANTANA AIRPORT	111,483	115,500	115,500
GLADES AIRPORT	7,493	8,000	8,000
NORTH COUNTY AIRPORT	1,005,356	1,049,000	1,067,000
ADMINISTRATION	1,926,371	1,876,000	1,576,000
Other	47,107	51,900	46,200
TOTAL	62,286,788	62,315,086	64,880,567

Attachment to Exhibit "E"
to the Airline-Airport Use and Lease Agreement
Palm Beach County-Department of Airports
Rate and Fee Schedule
for the period October 1, 2006 through September 30, 2007

Detail of Operation and Maintenance
Expense and Debt Service

	FY 2005 Audited	FY 2006 Re-Estimated	FY 2007 Budgeted
DIRECT EXPENSES			
Airside			
Terminal	1,350,774	1,524,194	1,668,342
Ground Transportation	9,498,805	10,271,985	12,157,078
Aviation	6,644,419	7,570,704	7,965,224
Non-Aviation	1,025,589	1,168,019	1,276,244
GA FIS Facility	508,197	625,206	709,629
Terminal FIS Facility	38,134	35,616	37,617
Lantana Airport	128,550	155,348	171,662
Glades Airport	283,590	366,480	392,297
North County Airport	461,590	518,457	548,722
Air Cargo Building	950,664	1,102,928	1,183,893
Tenant Equipment	86,441	118,848	121,473
	<u>925,583</u>	<u>1,092,995</u>	<u>1,045,783</u>
Sub-Total	21,902,337	24,550,780	27,277,966
INDIRECT EXPENSES			
Admin and Ops	6,397,555	6,394,570	7,003,317
Maintenance	2,945,541	3,157,017	3,314,797
Fire Department	5,778,078	5,752,233	6,039,144
	<u>15,121,174</u>	<u>15,303,820</u>	<u>16,357,258</u>
Sub-Total	15,121,174	15,303,820	16,357,258
TOTAL EXPENSES	<u>37,023,511</u>	<u>39,854,600</u>	<u>43,635,224</u>
Debt Service-Total			
Airside			
Terminal	1,471,103	1,160,013	1,152,939
Ground Transportation	7,308,547	5,763,031	5,727,885
Other	3,375,506	3,934,132	6,063,946
Tenant Equipment	1,499,888	1,182,712	1,175,499
	<u>1,495,343</u>	<u>1,179,128</u>	<u>1,171,937</u>
Total Debt Service	<u>15,150,387</u>	<u>13,219,015</u>	<u>15,292,206</u>
Debt Service-signatory Airlines			
Airside			
Terminal	1,471,103	1,160,013	1,152,939
Tenant Equipment	7,308,547	5,763,031	5,727,885
	<u>1,495,343</u>	<u>1,179,128</u>	<u>1,171,937</u>
Total Debt Service-signatory Airlines	<u>10,274,992</u>	<u>8,102,171</u>	<u>8,052,761</u>

Attachment to Exhibit "g"
to the Airline-Airport Use and Lease Agreement
Palm Beach County-Department of Airports
Rate and Fee Schedule
for the period October 1, 2006 through September 30, 2007

Deposit to the Transfers Account

	Budgeted FY 2007
Revenues	<u>64,880,567</u>
Prior Year Transfer Carryforward	<u>5,156,109</u>
	<u>70,036,675</u>
LESS:	
O & M Expense	43,635,224
O & M Reserve	630,104
Debt Service	15,292,206
Debt Service Reserve	0
Amortization Charges	1,027,840
R & R Allowance	1,600,000
Subordinated Debt payments	1,250,000
Funds Remaining	<u>6,601,302</u>
Credit to Airlines	3,300,651
 Detail of Transfers Account	
Tenant Equipment (Coverage)	292,984
Terminal Rentals	2,406,133
Landing Fees	<u>601,533</u>
Total Transfers	<u>3,300,651</u>

**Attachment to Exhibit "g"
to the Airline-Airport Use and Lease Agreement
Palm Beach County-Department of Airports
Rate and Fee Schedule
for the period October 1, 2006 through September 30, 2007**

**Budgeted Terminal Space summary for FY 2007
Dated as of: July 1, 2006**

Type of Space	Ticket Counter Sq. Ft. (1) **1	Ticket & Upper Level Offices Sq. Ft. (2) **1	VIP Rooms Sq. Ft. (2) **1	Hold Rooms Sq. Ft. (2) **1	Bag Claim Sq. Ft. (3) ***1	Concourse Areas Sq. Ft. (3) ***1	Bag Make-Up Sq. Ft. (4) **2	Curbside Office Sq. Ft. (4) **1	Baggage Office Sq. Ft. (4) **1	Operations Area Sq. Ft. (4) **1	Commuter Operating Area Sq. Ft. n/a	Tug Drive Sq. Ft. (6) ***2	Airline Total Sq. Ft.	Non-Airline Sq. Ft.	Total Sq. Ft.
AirTren	482.00	879.2		2,714.98			783.4	89.36	0	100.58			5,009.53		5,009.53
American	576.18	1,069.89		2,714.88			1,145.10	90.64	357.00	1,809.59			7,783.38		7,783.38
Continental	1,368.50	2,324.99		5,858.73			4,453.13	144.00	719.90	2,823.92			17,883.17		17,883.17
Delta	2,148.00	4,049.24	4,619.00	9,924.73			5,326.36	192.00	805.76	18,002.54			45,087.63		45,087.63
Independence													0.00		0.00
jetBlue	867.49	867.49		2,970.18			2,850.00	192.00	223.24	4,699.22			12,669.62		12,669.62
Northwest	711.26	649.77		2,478.84			1,781.25	93.28	345.63	1,900.00			7,960.03		7,960.03
Southwest	1,149.50	1,859.27		3,377.12			1,375.04	90.64	222.18	4,289.94			12,343.69		12,343.69
United	665.00	1,554.04		2,714.98			2,078.13	96.00	179.43	460.21			7,737.79		7,737.79
US Airways	1,331.00	2,580.51		4,187.40			4,156.25	280.00	532.75	4,967.31			18,015.22		18,015.22
Unassigned	2,077.57	4,789.53	3,878.96	16,584.66			5,180.70	101.36	0.00	7,095.28			39,688.06		39,688.06
Space Sub-Total	11,346.50	20,643.93	8,497.96	53,486.80			29,109.36	1,389.28	3,385.89	46,118.60			173,958.12		173,958.12
Joint Use Space					30,557.68	38,517.73					4797.73	26,698.74	100,571.88		100,571.88
Airline Total Space	11,346.50	20,643.93	8,497.96	53,486.80	30,557.68	38,517.73	29,109.36	1,389.28	3,385.89	46,118.60	4,797.73	26,698.74	274,530.00		274,530.00
Concessions/TSA Space County-Gate B-2				3,379.89										51,772.80	51,772.80
Sub-Total Rentable	11,346.50	20,643.93	8,497.96	56,866.49	30,557.68	38,517.73	29,109.36	1,389.28	3,385.89	46,118.60	4,797.73	26,698.74	274,530.00	55,152.69	329,682.69
Unenclosed Areas															
FIS Space														22,876.00	22,876.00
Public Areas														28,170.30	28,170.30
Administration Areas														128,378.57	128,378.57
Mechanical/Utility														21,813.23	21,813.23
Sub-Total Non-rentable														45,614.50	45,614.50
Total Terminal Area	11,346.50	20,643.93	8,497.96	56,866.49	30,557.68	38,517.73	29,109.36	1,389.28					244,850.60	171,991.07	416,841.67
													274,530.00	300,003.29	574,533.29

Notes:
 1. Numbers in parentheses designate type of space for rate setting, see Exhibit E
 2. Ticket counters, ticket offices, bag make-up and curbside offices are collectively referred to as "Ticket Facilities"
 3. * Indicates Exclusive Use Premises.
 4. ** Indicates Preferential Use Premises.
 5. *** Indicates Joint Use Premises.

Attachment to Exhibit "E"
to the Airline-Airport Use and Lease Agreement
Palm Beach County-Department of Airports
Rate and Fee Schedule
for the period October 1, 2006 through September 30, 2007

Budget Summary of Gates and Aircraft Parking Apron
Dated as of: July 1, 2006

	Number of Narrow Body Gates	Narrow Body Gate Positions	Number of Wide Body Gates	Wide Body Gate Positions	Total Gate Positions	Total Linear Feet
AirTran			1	C-6	1	175
American			1	C-11	1	175
Continental			2	B-4,6	2	350
Delta			4	C-1,2,3,4	4	700
Independence						0
jetBlue	2	B-8,10			2	250
Northwest			1	B-14	1	175
Southwest	2	B-3,5			2	250
United			1	C-10	1	175
USAirways	2	B-7,9	1	B-11	3	425
County			1	B-2	1	175
Unassigned	3	B-1,12, C-8	4	C-5,7,9,12	7	1,075
Sub-Total	9		16		25	3,925
Commuter Apron						680
Total Apron						4,585

Notes:

1. Each second level gate shall include a jet loader provided by COUNTY.
2. Based on 125 L.F. per narrow body gate, and 175 L.F. per wide body gate, for jet-loader gates.

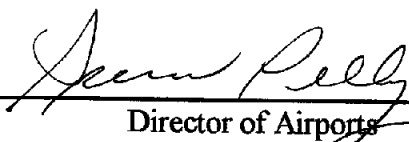
CONSENT TO SUBLEASE

PALM BEACH COUNTY, a political subdivision of the State of Florida, the "COUNTY", by and through its Department of Airports, under that certain Development Site Lease Agreement with Range Systems Engineering Company (the "LESSEE"), dated July 19, 1994 (R-94-878D), as amended by a First Amendment dated March 5, 1996 (R-96-278D) and Second Amendment dated October 5, 2004 (R-2004-2061), and as assigned by an Assignment Agreement between Autec Range Services and Range Systems Engineering Company dated April 15, 1997 (R-97-477D), and as assigned by an Assignment Agreement between Range Systems Engineering Company and Computer Sciences Corporation effective April 28, 2005 (R-2005-2225) (hereinafter referred to as the "Lease Agreement"), hereby consents to LESSEE entering into that certain Lease with Gulfstream International Airlines, Inc., (the "SUBLESSEE") dated August 1, 2006, ("Sublease") for the sublease of certain premises contained within the leasehold of LESSEE under the Lease Agreement.


Notwithstanding any provision of the Sublease to the contrary, the COUNTY hereby rejects any such provision in the Sublease, if any, which gives a greater right to the SUBLESSEE than that which the LESSEE has and, further, the COUNTY rejects any provision of the Sublease which purports to give the SUBLESSEE a right or interest in the premises independent of the LESSEE's Lease Agreement with the COUNTY. It is the express intent of the COUNTY in giving its consent that any forfeiture, loss, or termination of the LESSEE's Lease Agreement shall automatically terminate any sublease of the premises. In giving its consent to sublease the premises, Palm Beach County does not in any manner adopt, accept, or approve the terms of the Sublease or alter the terms of the Sublease.

It is the COUNTY's intent that the LESSEE shall remain liable to COUNTY for all rights and obligations contained in its Lease Agreement with the COUNTY.

APPROVED this ~~JUN~~ 7 2007 day of, 2007, by the County Administrator or the Director of the Department of Airports on behalf of and pursuant to the authority granted by the Board of County Commissioners by Resolution No. 94-1453D.

By: 
Title: Director of Airports

Approved as to Form and Legal Sufficiency:

By: 
County Attorney

LEASE

**21624 PERIMETER ROAD, PALM BEACH INTERNATIONAL AIRPORT,
WEST PALM BEACH, FLORIDA**

BY AND BETWEEN

**COMPUTER SCIENCES CORPORATION
AS LANDLORD**

AND

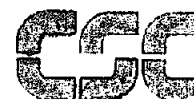
**GULFSTREAM INTERNATIONAL AIRLINES, INC.
AS TENANT**

LEASE

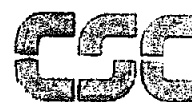
21624 PERIMETER ROAD, PALM BEACH INTERNATIONAL AIRPORT,
WEST PALM BEACH, FLORIDA

TABLE OF CONTENTS

ARTICLE 1	REFERENCE DATA	4
1.1	<u>Defined Terms</u>	4
1.2	<u>Exhibits</u>	6
ARTICLE 2	PREMISES AND TERM	6
2.1	<u>The Premises, Common Areas and Parking</u>	6
2.2	<u>Term</u>	7
2.3	<u>Extension Option</u>	7
ARTICLE 3	RENT	8
3.1	<u>Rent and Additional Rent</u>	8
3.2	<u>Operating Expenses</u>	9
ARTICLE 4	ALTERATIONS	10
ARTICLE 5	LANDLORD'S OBLIGATIONS AND RIGHTS	11
5.1	<u>Services Furnished by Landlord</u>	11
5.2	<u>Repairs and Maintenance</u>	12
5.3	<u>Quiet Enjoyment</u>	12
5.4	<u>Insurance</u>	12
5.5	<u>Changes by Landlord</u>	12
5.6	<u>Access to Premises; Utility Suspension</u>	12
5.7	<u>Failure to Provide Services and Repairs</u>	13
5.8	<u>Inclusion of Costs in Operating Expenses</u>	13
ARTICLE 6	TENANT'S COVENANTS	13
6.1	<u>Payments</u>	13
6.2	<u>Repair and Yield Up</u>	13
6.3	<u>Use</u>	14
6.4	<u>Assignment; Sublease</u>	15
6.5	<u>Waiver and Indemnity</u>	17
6.6	<u>Tenant's Insurance</u>	18
6.7	<u>Right of Entry</u>	18
6.8	<u>Payment of Taxes</u>	19
6.9	<u>Environmental Compliance</u>	19



ARTICLE 7	DEFAULT	20
7.1	<u>Events of Default</u>	20
7.2	<u>Damages</u>	21
ARTICLE 8	CASUALTY AND TAKING	22
8.1	<u>Damage by Fire and Other Casualty</u>	22
8.2	<u>Eminent Domain</u>	23
ARTICLE 9	RIGHTS OF PARTIES HOLDING PRIOR INTERESTS	24
9.1	<u>Subordination</u>	24
9.2	<u>Modification, Termination, and Cancellation</u>	24
ARTICLE 10	MISCELLANEOUS	25
10.1	<u>Financial Statements; Authority</u>	25
10.2	<u>Notices</u>	25
10.3	<u>No Waiver or Oral Modification</u>	25
10.4	<u>Acceptance of Partial Payments of Rent; Delivery of Keys</u>	25
10.5	<u>Cumulative Remedies</u>	26
10.6	<u>Partial Invalidity</u>	26
10.7	<u>Self-Help</u>	26
10.8	<u>Tenant's Estoppel Certificate</u>	26
10.9	<u>Waiver of Subrogation</u>	27
10.10	<u>All Agreements; No Representations</u>	27
10.11	<u>Brokerage</u>	27
10.12	<u>Successors and Assigns</u>	28
10.13	<u>Submission Not an Option</u>	28
10.14	<u>Applicable Law</u>	28
10.15	<u>Waiver of Jury Trial</u>	28
10.16	<u>Attorneys' Fees</u>	28
10.17	<u>Surrender</u>	28
10.18	<u>Holdover</u>	28
10.19	<u>Late Payment</u>	29
10.20	<u>Time of Essence</u>	29
10.21	<u>Force Majeure</u>	29
10.22	<u>Limitation On Liability</u>	30
10.23	<u>Recording</u>	30
10.24	<u>Approval of Lease</u>	30



LEASE

1624 Perimeter Road, Palm Beach International Airport,
West Palm Beach, Florida

THIS INSTRUMENT IS AN INDENTURE OF LEASE, effective August 1, 2006 (the "Effective Date") in which the Landlord and the Tenant are the parties hereinafter named, and which relates to space at 1624 Perimeter Road, Palm Beach International Airport, West Palm Beach, Florida. The parties to this instrument hereby agree with each other as follows:

ARTICLE 1 REFERENCE DATA

1.1 Defined Terms.

The terms listed below shall have the following meanings throughout this Lease:

"EXECUTION DATE": The date on which both parties have executed this Lease

"LANDLORD": Computer Sciences Corporation
a Nevada corporation

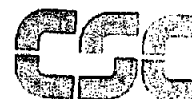
"LANDLORD'S ADDRESS": 801 Clematis Street
West Palm Beach, FL 33401
Attn: Timothy Legel, Program Manager

For notice purposes, copies shall also be sent to:

Computer Sciences Corporation
2100 East Grand Avenue
El Segundo, CA 90245
Attn: Senior Real Estate Counsel

CSC Applied Technologies, LLC
801 Clematis Street
West Palm Beach, FL 33401
Attn: Kay S. Diekemper, Senior Contracts Manager

"TENANT": Gulfstream International Airlines, Inc.,
a Florida corporation



"TENANT'S ADDRESS": 1624 Perimeter Road
Palm Beach International Airport
West Palm Beach, Florida

For notice purposes, a copy shall also be sent to:

Gulfstream International Airlines, Inc.
3201 Griffin Road
Ft. Lauderdale, FL 33312
Attn: Thomas P. Cooper

"BUILDING": The building located at 1624 Perimeter Road, Palm Beach International Airport, West Palm Beach, Florida, consisting of approximately 63,698 rentable square feet

"PROPERTY": The Building and the legal parcels (the "Lot") on which the Building and its parking areas are situated. The Lot is described in Exhibit B, attached hereto. The term "Property" shall also include any additional improvements constructed on the Lot and any additional parking lot or garage providing parking for the Building as provided in Section 2.1(c).

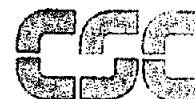
"PREMISES": The Hangar (Room 118), Stock Room (Room 120), Battery Room, Hangar Office (Room 109), Clean Room (Room 110), Clean Room (Room 111), Storage Room (Room 112), Comm. Room (Room 113), Locker (Room 114), Break Room (Room 115), Corridor (Room 116), and Shower (Room 117) on the first floor of the Building (as shown on Exhibit A-1), and the Apron Area, (as shown on Exhibit A-2),.

"RENTABLE SQUARE FEET IN THE PREMISES": Approximately 54,456 rentable square feet

"COMMENCEMENT DATE": August 1, 2006

"INITIAL TERM": Beginning on the Commencement Date and ending on midnight on March 31, 2008

"RENT": At the rate of \$86,400.00 per annum, based on a rental rate of \$0.13222 per rentable square foot, payable without deduction, setoff, or demand except as



otherwise provided in this Lease, in equal monthly installments of Seven Thousand Two Hundred Dollars (\$7,200.00) per calendar month

- "PERMITTED USES": Hangar/office/terminal facility providing operational support for the U.S. Navy's Atlantic Undersea Test and Evaluation Center (AUTEC), consistent with Section 6.3 hereof.
- "TENANT'S PARKING SPACES": Tenant shall have the right to use four (4) parking spaces in the parking lot adjacent to the Building
- "SECURITY DEPOSIT": No security deposit will be required of Tenant
- "RULES AND REGULATIONS": Rules and regulations applicable to the Building and Property and the Common Areas (the "Rules and Regulations") adopted by and as may be amended or altered by Landlord from time to time. The initial Rules and Regulations are attached hereto as **Exhibit E**.

1.2 Exhibits

There are attached hereto and incorporated as a part of this Lease:

- (a) EXHIBIT A-1 – First Floor of Building
- (b) EXHIBIT A-2 – Apron Area
- (c) EXHIBIT B – Description of Lot
- (d) EXHIBIT C – First Floor Passenger Processing/Operations Area
- (e) EXHIBIT D – Ground Lease
- (f) EXHIBIT E – Building Rules and Regulations

ARTICLE 2 PREMISES AND TERM

2.1 The Premises, Common Areas and Parking.

(a) Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises, as generally shown on **Exhibit A-1** and **Exhibit A-2**. The Premises shall not include exterior faces of exterior walls and exterior window glass; anything beyond the interior face of demising walls; and pipes, ducts, conduits, wires and fixtures serving other parts of the Building, but does include any additional telephone closets or other utility, mechanical or storage spaces or facilities made available during the Term for Tenant's exclusive use.



(b) Tenant shall also have the right to use the Common Areas in common with other tenants. The Common Areas include the Building's common lobbies, corridors, stairways, loading platforms and elevators, the common walkways and driveways necessary for access to the Building, the common toilets and shower areas, and corridors and elevator lobbies of any multi-tenant floor. All use of the Common Areas shall be only upon the terms set forth at any time by Landlord.

(c) Tenant shall be entitled to use Tenant's Parking Spaces (set out in Section 1.1) in the parking lots serving the Building. It is understood that Landlord shall not be responsible for policing said parking lots but that Landlord will limit the number of parking spaces leased to other tenants in the Building so as to ensure that the number of parking spaces which Tenant is entitled to use are available for Tenant's use. Tenant shall cooperate with Landlord to assure that Tenant and its employees and visitors observe all parking regulations established by Landlord from time to time and to assure that Tenant and its employees and visitors do not use more parking spaces than the number of parking spaces provided to Tenant hereunder.

(d) Tenant is hereby granted a revocable license to use, in common with the Landlord, the area in the Building known as the "First Floor Passenger Processing/Operations Area", as shown on **Exhibit C**, subject to Rules and Regulations, and as the same may be amended by the Landlord from time to time.

(e) Notwithstanding the foregoing, or anything herein to the contrary, Landlord shall retain the right and is hereby granted, at no cost to Landlord, an irrevocable license for the Term hereof to use and access in common with Tenant and without limitation the entire Premises, with the exception only of the Stock Room (Room 120).

2.2 Term.

Both parties shall be bound by all the terms of this Lease as of the Effective Date. The Term (as hereinafter defined) of this Lease shall commence on the Commencement Date, and shall continue for the length of the Initial Term set forth in Section 1.1 unless sooner terminated or extended as hereinafter provided.

2.3 Extension Option.

(a) Tenant shall have the option to extend the Initial Term of this Lease for four (4) successive periods of three (3) years each, subject to the extension of the term of Landlord's ground lease with Palm Beach County (any such period being herein referred to as an "Extension Period"), on all of the terms and conditions contained in this Lease, provided that Landlord shall not be obligated to undertake any leasehold improvements to the Premises, the Rent for any such Extension Period shall be calculated as set forth in this Section 2.3, such Extension Period may be adjusted by



Landlord to less than three (3) years to coincide with the term of Landlord's ground lease governing the Property, and there shall be no additional extension options beyond the fourth (4th) Extension Period, the parties agreeing that the maximum Term of this Lease, including the extensions, shall be approximately fourteen (14) years. Tenant shall exercise its extension option by giving Landlord written notice of its election to do so, on or before the date that is one hundred twenty (120) days prior to the expiration of the Term; provided, however, that if Tenant fails to give timely notice to Landlord of Tenant's exercise of an extension option, Tenant shall be deemed to have waived its rights under this Section 2.3 to extend the Term. The word "Term" as used in this Lease shall include the Initial Term and the Extension Periods where the context so requires.

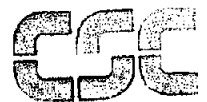
(b) The Rent during the Extension Period shall be equal to Landlord's then-current rental obligations to Palm Beach County Board of County Commissioners (the "County") pursuant to the Ground Lease attached as **Exhibit D**, and shall be adjusted to include Tenant's proportionate share of Landlord's Operating Expenses, (the "Extension Rent"). Landlord shall give Tenant notice of the amount of the Extension Rent promptly after Tenant notifies Landlord of its election to exercise its extension option. If Tenant does not notify Landlord within such twenty (20) day period of Tenant's disagreement with Landlord's determination of the Extension Rent, Tenant shall be deemed to have waived its right to do so and the Extension Rent as determined by Landlord shall be conclusive and binding.

(c) Notwithstanding any contrary provision of this Section 2.3 or any other provision of this Lease, Tenant's rights to extend this Lease under this Section 2.3 shall be void and of no effect unless on the date Tenant notifies Landlord that it is exercising its extension option and on the date of commencement of the Extension Period (i) this Lease is in full force and effect, (ii) Tenant is not in default of any of its obligations under this Lease beyond any applicable cure periods, (iii) Tenant has neither assigned this Lease nor sublet more than fifty percent (50%) of the Premises, and (iv) Tenant is occupying at least fifty percent (50%) of the Premises; provided, however, that Landlord reserves the right to waive the provisions of this subsection 2.3(c).

ARTICLE 3 RENT

3.1 Rent and Additional Rent.

(a) Tenant shall pay one-twelfth (1/12) of the annual Rent, in advance, on the first day of each calendar month during the Term. For any partial month at the beginning or end of the Term, Tenant shall pay a proportional share of the amount that would be due for a full month and with respect to a partial month at the beginning of the Term, Tenant shall pay such proportional share on the Commencement Date. In addition to the Rent, Tenant shall pay all additional rent and rental adjustments



provided herein at the times set forth herein, or if no time for payment is specified, then payment shall be made within fifteen (15) days after Tenant's receipt of an invoice from Landlord or another billing authority. All payments shall be made to Landlord at Landlord's Address or such other place as Landlord may designate in writing, without prior demand and without deduction or offset except as may be specifically set forth herein. Tenant shall not pay, and Landlord shall not accept, any rental payment more than one month in advance.

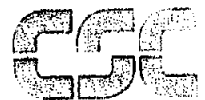
(b) At its option the Landlord may set off Rent and any additional rent owed by Tenant under this Lease against monies due Tenant, based on invoices submitted by Tenant to Landlord, uncontested by Landlord, and pursuant to a separate contract between the parties, more particularly described as Subcontract 05-C-1277-03 (the "Rent Setoff Option"). Should Landlord elect the Rent Setoff Option, Tenant shall, prior to the first day of each calendar month during the Term for which Rent is due, deduct amounts from any invoices from Tenant to Landlord under the Subcontract for the total sum of Rent and any additional rent due under this Lease. In the event Tenant does not furnish an invoice, Tenant shall promptly mail Rent to Landlord's Address.

3.2 Operating Expenses.

(a) The parties acknowledge and agree that Rent is inclusive of Tenant's proportionate share of Landlord's operating expenses, as reasonably calculated by Landlord as of the Effective Date. Such Operating Expenses included as a part of Rent includes the following expenses actually incurred or reasonably estimated by Landlord: utilities, water, janitorial services, pest control, lawn service, fire and alarm services, and disposal assessments. All other expenses such as permits, license fees, and those not specifically listed above shall be borne by the Tenant and are not included in the lease amount herein specified.

(b) In the event of (i) an increase in any Operating Expense listed in Section 3.2(a) over and beyond twenty percent (20%) of the preceding billing period for that Operating Expense, or (ii) the occurrence or need of additional operating expense not originally included as part of Rent, and that is actually incurred by Landlord, such operating expense(s) shall be passed on to Tenant proportionately as additional rent, upon delivery of accounting by Landlord. Landlord agrees to promptly notify Tenant of any anticipated additional rent Tenant may owe under this Section 3.2(b).

(c) Notwithstanding anything to the contrary in this Lease, in the event Tenant installs or operates any heavy duty mechanical or electrical equipment or conducts any business or undertakes any activities in the Premises which causes Landlord's Operating Expenses to otherwise increase by an excessive amount as reasonably determined by Landlord, Tenant shall be solely responsible for the costs of any excess electrical, water, gas, or other utility consumption or other charges that may be occasioned thereby, in which event, the charges attributable to such excess

The logo consists of the letters 'ESL' in a bold, stylized, blocky font. The letters are white with a black outline and are set against a dark, textured background.

consumption or other charges shall not be considered an Operating Expense or allocated proportionately to Tenant, but shall instead be added to and payable on a monthly basis as additional rent.

ARTICLE 4 ALTERATIONS

4.1 Tenant shall not make any alterations, decorations, additions, installations, substitutes or improvements ("Alterations") in and to the Premises, without first obtaining Landlord's written consent which consent shall not unreasonably be withheld or delayed; however, Tenant acknowledges that Landlord shall have no obligation to consent to Alterations that would or could, in Landlord's reasonable judgment, (i) violate the Certificate of Occupancy for the Premises or the terms of any superior lease or mortgage affecting the Property, (ii) affect the appearance, value, or structure of the Building, (iii) require excessive removal expenses, (iv) affect any other part of the Building or affect the mechanical, electrical, sanitary or other service systems of the Building, (v) involve the installation of any materials subject to any liens or conditional sales contracts or (vi) require unusual expense to readapt the Premises on expiration or termination of this Lease. Tenant shall pay Landlord's reasonable costs of reviewing or inspecting any proposed Alterations.

4.2 All work on any Alterations shall be done at reasonable times in a first-class workmanlike manner, by contractors approved by Landlord, and according to plans and specifications approved by Landlord. All work shall be done in compliance with all applicable laws, regulations, and rules of any government agency with jurisdiction, and with all regulations of the Board of Fire Underwriters or any similar insurance body or bodies. Tenant shall be solely responsible for the effect of any Alterations on the Building's structure and systems, whether or not Landlord has consented to the Alterations. Upon completion of any Alterations, Tenant shall provide Landlord with a complete set of "as-built" plans.

4.3 Tenant shall keep the Property and Tenant's leasehold interest therein free of any liens or claims of liens, and shall discharge any such liens within ten (10) days of their filing. Before commencement of any work, Tenant's contractor shall provide any completion and lien indemnity bond required by Landlord, and Tenant shall provide evidence of commercial general liability insurance with such limits as Landlord may reasonably require, naming Landlord as an additional insured, and evidence that each contractor and subcontractor carries worker's compensation insurance in statutory amounts covering all of its employees. Tenant shall indemnify Landlord and hold it harmless from and against any cost, claim, or liability arising from any work done by Tenant. All of Tenant's work shall (i) be performed in such manner as not to interfere with the occupancy of any other tenant in the Building, nor delay or impose any additional expense upon Landlord in the construction, maintenance or operation of the Building, and (ii) be coordinated with any work being performed by Landlord and in such

manner as to maintain harmonious labor relations and not cause any work stoppage or damage the Building or Lot or interfere with Building construction or operation. Landlord may post any notices it considers necessary to protect it from responsibility or liability for any Alterations, and Tenant shall give sufficient notice to Landlord to permit such posting.

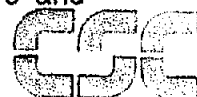
4.4 All Alterations affixed to the Premises shall become part thereof and remain therein at the end of the Term. However, if Landlord gives Tenant a notice to remove any Alterations at the end of the Term, Tenant shall do so and shall pay the cost of removal and any repair required by such removal. Any Alterations not affixed to the Premises and all of Tenant's personal property, trade fixtures, equipment, furniture and movable partitions, shall remain Tenant's property, removable at any time. If Tenant fails to remove any such materials at the end of the Term, they shall be deemed to have been abandoned and Landlord may remove and store them at Tenant's expense, without liability to Tenant, and may sell them at public or private sale and apply the proceeds to any amounts due hereunder, including costs of removal, storage and sale.

ARTICLE 5 LANDLORD'S OBLIGATIONS AND RIGHTS

5.1 Services Furnished by Landlord.

(a) Landlord shall furnish the following: (i) cleaning services for Building Common Areas and the Premises, (ii) rubbish removal, (iii) window cleaning, (iv) rest room supplies, (v) sewer and water service to the Building's rest rooms, (vi) landscape maintenance, (vii) snow removal for walks, driveways and parking areas, (viii) maintenance of plantings in interior Common Areas, (ix) standard HVAC service, and, (x) such other services, utilities, facilities and supplies as may be deemed necessary in Landlord's reasonable judgment. In the event that Landlord is prevented or delayed from providing any service, Landlord shall not be liable to Tenant therefor, nor shall Tenant be entitled to any abatement or reduction of rent by reason thereof, nor shall the same give rise to a claim in Tenant's favor that such failure constitutes actual or constructive, total or partial, eviction from the Premises. Landlord also reserves the right to institute such policies, programs and measures as may be necessary, required or expedient for the conservation or preservation of energy services or as may be required to comply with applicable laws, codes, rules, regulations or standards.

(b) Subject to the provisions of Sections 3.2(b) and 3.2(c) Landlord shall provide electric power for normal lighting and office machine use. Tenant's use of electrical energy in the Premises shall not at any time exceed the capacity of any of the electrical conductors or equipment in or otherwise serving the Premises. Landlord, at its option and at Tenant's expense, may require separate metering and billing to Tenant for the electric power required for any special equipment (such as computers and

The logo consists of the letters 'CSC' in a bold, stylized, blocky font. The letters are white with a black outline and are set against a dark, textured background.

reproduction equipment).

5.2 Repairs and Maintenance.

Landlord shall repair and maintain the Common Areas and the roof, exterior walls and structural portions of the Building and the basic plumbing, electrical, mechanical and heating, ventilating and air-conditioning systems therein, unless such repair or maintenance is attributable to any action of Tenant or any matter for which Tenant is responsible under the provisions hereof.

5.3 Quiet Enjoyment.

Upon Tenant's paying the rent and performing its other obligations, Landlord shall permit Tenant to peacefully and quietly hold and enjoy the Premises, subject to the provisions hereof.

5.4 Insurance.

Landlord shall not carry any insurance on any of Tenant's property, and shall not be obligated to repair or replace any of it.

5.5 Changes by Landlord.

Landlord may at any time make any changes, additions, improvements, repairs or replacements to the Property, including the Common Areas, that it considers desirable and may lay pipes, conduits, wires and the like above the ceiling or in the walls in the Premises, provided the same are not visible from within the Premises. In so doing, Landlord may use or temporarily close any of the Common Areas, or permanently change their configuration. Landlord shall use reasonable efforts to minimize interference with Tenant's normal activities, but no such interference shall constitute constructive eviction or give rise to any abatement of rent or liability of Landlord to Tenant.

5.6 Access to Premises; Utility Suspension.

Landlord shall have reasonable access to the Premises to inspect Tenant's performance hereunder and to perform any acts required of or permitted to Landlord herein, and may temporarily stop any service or utility system in conjunction therewith. Landlord shall use reasonable efforts to minimize interference with Tenant's normal activities, but no such interference shall constitute constructive eviction or give rise to any abatement of rent or liability of Landlord to Tenant. Landlord shall at all times have a key (or set of keys) to the Premises, and Tenant shall not install any additional lock without Landlord's consent. Any entry into the Premises by Landlord, under this



Section 5.6 or any other section of this Lease permitting such entry, shall be on reasonable advance notice; provided, however, that such restriction shall not apply to any situation that Landlord in good faith believes to be an emergency.

5.7 Failure to Provide Services and Repairs.

Landlord shall not be liable for any failure to perform any act or provide any service required hereunder unless Tenant shall have given notice of such failure, and such failure continues for at least thirty (30) days thereafter. If any such failure is caused by factors beyond Landlord's reasonable control, then Landlord shall not be liable to Tenant in any event except in case of gross negligence or willful misconduct by the Landlord. No such failure whether or not within Landlord's reasonable control, shall constitute constructive eviction or give rise to any rental abatement or reduction. Tenant hereby waives any right to make repairs or provide maintenance at Landlord's expense under any law or ordinance.

5.8 Inclusion of Costs in Operating Expenses.

Nothing in this Article shall be construed to modify the definition of Operating Expenses, or otherwise amend the calculation of Operating Expenses.

ARTICLE 6 TENANT'S COVENANTS

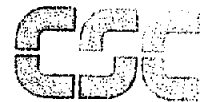
Tenant covenants until the end of the Term and for such further time as Tenant occupies any part of the Premises:

6.1 Payments.

Tenant shall pay when due all Rent and all additional rent and other charges of any kind hereunder.

6.2 Repair and Yield Up.

Tenant shall keep the Premises in good order and condition, and shall promptly repair any damage to the Premises or the rest of the Property caused by Tenant or its agents, servants, employees, invitees, licensees or independent contractors. Landlord may require such repair to be done by a contractor designated by Landlord at Tenant's cost, provided that costs to be charged to Tenant are reasonable and competitive. At the end of the Term, Tenant shall peaceably yield up the Premises in good order, repair and condition, except for reasonable wear and tear and any casualty damage for which Landlord has received insurance proceeds. Tenant shall remove its own property and (if required by Landlord) any Alterations, repairing any damage caused by such removal and restoring the Premises and leaving them clean and neat.



6.3 Use.

(a) Tenant shall use the Premises only for the Permitted Uses, and shall not use or permit the Premises to be used for any other purpose. Tenant shall not use or occupy the Premises in violation of: (i) any ground lease, recorded covenants, and/or conditions and restrictions affecting the Property, (ii) any law or ordinance or any Certificate of Occupancy issued for the Building or the Premises, or (iii) any Rules and Regulations issued by Landlord for the Building of which Tenant has been given a copy. Tenant shall comply with any directive of any governmental authority with respect to Tenant's use or occupancy of the Premises. Tenant shall not do or permit anything in or about the Premises which will in any way damage the Premises, cause any unreasonable noise to emanate from the Premises, obstruct or interfere with the rights of other tenants or occupants of the Building, or injure or annoy them, or use the Premises or allow them to be used for any unlawful purpose. Tenant shall not cause, maintain or permit any nuisance in, on or about the Premises, or commit or allow any waste in or upon the Premises. Tenant shall not use utility services in excess of amounts reasonably determined by Landlord to be within the normal range of demand for the Permitted Uses.

(b) Tenant shall, throughout the Term, promptly comply, or cause compliance, with all Legal Requirements of all Governmental Authorities which may be applicable to the Premises or the use or manner of use thereof. Such compliance shall be at Tenant's sole cost. "Legal Requirements" means any and all applicable laws and ordinances and the orders, rules, regulations and requirements of all Governmental Authorities whether or not the same shall presently be in force or within the contemplation of the parties hereto or shall involve any change of governmental policy, which may be applicable to the Lease, the Rent or the Premises or the use or manner of use of the Premises. "Governmental Authorities" means all federal, state, county and municipal governments and appropriate departments, commissions, boards, subdivisions, and officers thereof, the Board of Fire Underwriters or similar body having jurisdiction, foreseen or unforeseen, ordinary as well as extraordinary, and whether or not the same shall presently be within the contemplation of the parties hereto.

(c) Tenant shall not obstruct any of the Common Areas or any portion of the Property outside the Premises, and shall not place or permit any signs, curtains, blinds, shades, awnings, aerals or flagpoles, or the like, visible from outside the Premises.

(d) Tenant shall, at its sole cost and expense, keep the Premises equipped with all safety appliances required by law because of any use made by Tenant, and shall procure all licenses and permits required because of such use, including, without limitation, a Multi-Sector Generic Permit for Stormwater Discharge Associated with



Industrial Activity from the Florida Department of Environmental Protection. This provision shall not broaden the Permitted Uses.

(e) Tenant shall not place a load upon the floor of the Premises exceeding the load per square foot such floor was designed to carry, as determined by Landlord or its structural engineer. Partitions shall be considered as part of the load. Landlord may prescribe the weight and position of all safes, files and heavy equipment that Tenant desires to place in the Premises, so as properly to distribute their weight. Tenant's business machines and mechanical equipment shall be installed and maintained so as not to transmit noise or vibration to the Building structure or to any other space in the Building. Tenant shall be responsible for the cost of all structural engineering required to determine structural load and all acoustical engineering required to address any noise or vibration caused by Tenant.

(f) Tenant shall not keep or use any article in the Premises, or permit any activity therein, which is prohibited by any insurance policy covering the Building, or would result in an increase in the premiums thereunder. In determining whether increased premiums are a result of Tenant's activity, a schedule issued by the organization computing the insurance rate on the Building or the Leasehold Improvements, showing the various components of the rate, shall be conclusive evidence. Tenant shall promptly comply with all reasonable requirements of the insurance authority or of any insurer relating to the Premises. If the use or occupation of the Premises by Tenant or by anyone Tenant allows on the Premises causes or threatens cancellation or reduction of any insurance carried by Landlord, Tenant shall remedy the condition immediately upon notice thereof. Upon Tenant's failure to do so, Landlord may, in addition to any other remedy it has under this Lease, enter the Premises and remedy the condition, at Tenant's cost, which Tenant shall promptly pay as additional rent. Landlord shall not be liable for any damage or injury caused as a result of such an entry, and shall not waive its rights to declare a default because of Tenant's failure.

6.4 Assignment; Sublease.

(a) Tenant shall not assign, mortgage, pledge or otherwise transfer this Lease or make any sublease of the Premises, or permit occupancy of any part thereof by anyone other than Tenant (any such act being referred to herein as a "Transfer" and the other party with whom Tenant undertakes such act being referred to herein as a "Transferee") without the prior written consent of Landlord. Without limitation of the foregoing, Landlord may refuse consent to any Transfer to any governmental authority or agency or to any Transfer which would cause Landlord to be in violation of any ground lease or mortgage on the Property or any other agreement or instrument. Any request by Tenant for such consent shall be in writing and shall include the name of the proposed Transferee, the nature of its business and proposed use of the Premises, complete information as to its financial condition, and the terms and conditions of the

proposed Transfer. Tenant shall supply such additional information about the proposed Transfer and Transferee as the Landlord reasonably requests. Tenant shall reimburse Landlord for its legal and other expenses in connection with any request for consent. If Tenant is a corporation, partnership, or other business organization, the transfer of ownership interests, whether in one transaction or a series, forming a majority of the equity interests in Tenant, shall constitute a Transfer, unless Tenant is a corporation whose stock is traded on an exchange or over the counter.

(b) Any Transfer shall specifically make applicable to the Transferee all of the provisions of this Section so that Landlord shall have against the Transferee all rights with respect to any further Transfer which are set forth herein; no Transfer shall affect the continuing primary liability of Tenant (which shall be joint and several with Transferee); no consent to any of the foregoing in a specific instance shall operate as a waiver in a subsequent instance; and no Transfer shall be binding upon Landlord or its successors, unless Tenant shall deliver to Landlord a recordable instrument containing a covenant of assumption by the Transferee running to Landlord and all persons claiming by, through or under Landlord. The Transferee's failure to execute such instrument shall not, however, release or discharge Transferee from its liability as a Transferee hereunder. Tenant shall not enter into any Transfer that provides for rental or other payment based on the net income or profits derived from the Premises. With respect to any Transfer, Landlord shall be entitled to receive all amounts received by Tenant in excess of the Rent and additional rent reserved in this Lease applicable to the space being transferred.

(c) Landlord Option.

(1) Right to Cancel. Notwithstanding any contrary provision of this Section 6.4 in connection with any proposed Transfer, Landlord shall have an option to cancel and terminate this Lease if the request is to assign the Lease or to sublet all of the Premises; or, if the request is to sublet a portion of the Premises only, to cancel and terminate this Lease with respect to such portion. Landlord may exercise said option in writing within thirty (30) days after Landlord's receipt from Tenant of such request, and in each case such cancellation or termination shall occur as of the date set forth in Landlord's notice of exercise of such option, which shall not be less than sixty (60) days nor more than one hundred twenty (120) days following the giving of such notice.

(2) Cancellation. If Landlord exercises Landlord's option to cancel this Lease or any portion thereof, Tenant shall surrender possession of the Premises, or the portion thereof which is the subject of the option, as the case may be, on the date set forth in such notice in accordance with the provisions of this Lease relating to surrender of the Premises at the expiration of the Term. If this Lease is cancelled as to a portion of the Premises only, Rent after the date of cancellation shall be abated on a pro rata basis, as determined by Landlord.

The logo consists of the letters 'EST' in a bold, stylized, blocky font. The letters are white with a black outline and are set against a dark, textured background.

(d) Any agreement by which Tenant agrees to enter into or execute any Transfer at the direction of any other party, or assigns its rights in the income arising from any Transfer to any other party, shall itself constitute a Transfer hereunder.

(e) Any Transfer or attempted Transfer not in compliance with all of the terms and conditions set forth above shall be void, and shall be a default under this Lease.

(f) Notwithstanding any contrary provision of this Lease, Tenant shall have no right to assign this Lease or sublet all or any portion of the Premises and any such assignment or sublease shall be void unless on both (i) the date on which Tenant notifies Landlord of its intention to enter into any assignment or sublease and (ii) the date on which such assignment or sublease is to take effect, Tenant is not in default of any of its obligations under this Lease; provided, however, that Landlord shall retain the right to waive the provisions of this Section 6.4(f).

(g) The acceptance by the Landlord of the payment of Rent, additional rent or other charges following an assignment, subletting or other Transfer prohibited by this Section 6.4 shall not be deemed to be a consent by the Landlord to any such assignment, subletting or other Transfer, nor shall the same constitute a waiver of any right or remedy of the Landlord.

6.5 Waiver and Indemnity.

Tenant shall indemnify Landlord and hold it harmless from and against any cost, claim, action, liability or damage of any kind arising from (i) Tenant's use and occupancy of the Premises or any activity done or permitted by Tenant in, on, or about the Premises, (ii) any breach or default by Tenant of its obligations under this Lease, or (iii) any negligent, tortious, or illegal act or omission of Tenant, its agents, employees, invitees or contractors. Tenant shall, at its expense and with counsel satisfactory to Landlord, defend Landlord in any action or proceeding arising from any such claim, and shall indemnify Landlord against all costs and fees of any kind incurred therein. As a material consideration to Landlord for executing this Lease, Tenant assumes all risk of loss, damage or injury to any person or property in, on, or about the Premises from any cause including, without limitation, theft. Specifically, and without limitation of the foregoing, Landlord shall not be liable for injury or damage which may be sustained by the person or property of Tenant, its employees, invitees, or any other person in or about the Premises, caused by or resulting from fire, steam, electricity, gas, water or rain which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction, or other defects of pipes, sprinklers, wires, appliances, plumbing, air-conditioning or lighting fixtures, whether such damage or injury results from conditions arising upon the Premises, any other portion of the Property, or other sources. Landlord shall not be liable to Tenant or any other person or entity for any damages arising from any act or omission of any other tenant of the Building.

6.6 Tenant's Insurance.

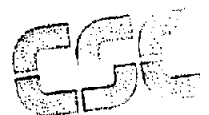
(a) Tenant shall maintain the following insurance throughout the Term: (i) "All Risk" or Special Form property insurance including but not limited to, fire, extended coverage, vandalism and malicious mischief coverage upon all property owned by Tenant and located in the Building, in the full replacement cost thereof; (ii) Commercial General Liability Insurance to include personal injury, bodily injury, property damage liability (with a broadening endorsement), premises/operations, owner's protective coverage, blanket contractual liability, in limits not less than Five Million Dollars (\$5,000,000.00) per occurrence, inclusive, with a deductible not to exceed One Hundred Thousand Dollars (\$100,000.00); (iii) Workers Compensation insurance with limits at least as required by applicable law; (iv) Employers Liability insurance with limits of at least \$1,000,000 each accident, \$1,000,000 each employee, and \$1,000,000 policy limit for disease; and (v) Business Interruption Insurance in amounts reasonably acceptable to Landlord. The Landlord shall have the right from time to time to require additional insurance or coverages or increase such minimum limits as Landlord may reasonably require, upon notice to the Tenant.

(b) All policies shall be taken out with insurers acceptable to Landlord, in form satisfactory to Landlord, and shall (i) include Landlord and any mortgagee of Landlord as additional insureds, as their interests may appear, (ii) contain a waiver of any right of subrogation against Landlord, its agents, employees, and representatives which might arise for any reason, (iii) contain a cross-liability endorsement, and (iv) contain a provision that any coverage afforded thereby shall be primary and noncontributing with respect to any insurance carried by Landlord, and any insurance carried by Landlord shall be excess and noncontributing. Tenant shall provide certificates of insurance in form satisfactory to Landlord before the Commencement Date, and shall provide certificates evidencing renewal at least ten (10) days before the expiration of any such policy. All policies shall contain an endorsement requiring at least thirty (30) days' prior written notice to Landlord and any mortgagee of Landlord prior to any material change, reduction, or cancellation.

(c) Upon termination of this Lease pursuant to any casualty, Tenant shall retain any proceeds attributable to Tenant's personal property and Alterations not affixed to the Premises, but Tenant shall immediately pay to Landlord any insurance proceeds received by Tenant relating to any Alterations affixed to the Premises unless Landlord has required their removal.

6.7 Right of Entry.

Tenant shall permit Landlord and its agents to examine the Premises at reasonable times and make any repairs or replacements Landlord deems necessary; to remove, at Tenant's expense, any Alterations, signs, curtains, blinds or the like not



consented to by Landlord; and to show the Premises to prospective tenants during the last twelve (12) months of the Term and to prospective purchasers and mortgagees at all times.

6.8 Payment of Taxes.

Tenant shall pay before delinquency all taxes levied against Tenant's personal property or trade fixtures in the Premises and any Alterations installed by Tenant. If any such taxes are levied against Landlord or its property, or if the assessed value of the Premises is increased by the inclusion of a value placed on Tenant's property, Landlord may pay such taxes, and Tenant shall upon demand repay to Landlord the portion of such taxes resulting from such increase. Tenant may bring suit against the taxing authority to recover the amount of any such taxes, and Landlord shall cooperate therein. The records of the City Assessor shall determine the assessed valuation, if available and sufficiently detailed. If not so available or detailed, the actual cost of construction shall be used.

6.9 Environmental Compliance.

Tenant shall not cause or allow any hazardous wastes, toxic substances or toxic or hazardous materials (collectively, "Hazardous Materials") to be used, generated, stored or disposed of on, under or about, or transported to or from, the Premises (collectively, "Hazardous Materials Activities") without first receiving Landlord's written consent, which may be withheld for any reason and revoked at any time. If Landlord consents to any such Hazardous Materials Activities, Tenant shall conduct them in strict compliance (at Tenant's expense) with all applicable Regulations, as hereinafter defined, and using all necessary and appropriate precautions. Landlord shall not be liable to Tenant for any Hazardous Materials Activities by Tenant, Tenant's employees, agents, contractors, licensees or invitees, whether or not consented to by Landlord. Tenant shall indemnify, defend with counsel acceptable to Landlord and hold Landlord harmless from and against any claims, damages, costs and liabilities arising out of Tenant's Hazardous Materials Activities. For purposes hereof, Hazardous Materials shall include but not be limited to substances defined as "hazardous substances", "toxic substances", or "hazardous wastes" in the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the federal Hazardous Materials Transportation Act, as amended, and the federal Resource Conservation and Recovery Act, as amended ("RCRA"), or any other similar state, local or federal law; and as such substances are defined in any regulations adopted and publications promulgated pursuant to said laws (collectively, "Regulations"). Prior to using, storing or maintaining any Hazardous Materials on or about the Premises, Tenant shall provide Landlord with a list of the types and quantities thereof, and shall update such list as necessary for continued accuracy. Tenant shall also provide Landlord with a copy of any Hazardous Materials inventory statement required by any applicable Regulations, and any update filed in accordance with any applicable

Regulations. If Tenant's activities violate or create a risk of violation of any Regulations, Tenant shall cease such activities immediately upon notice from Landlord. Tenant shall immediately notify Landlord both by telephone and in writing of any spill or unauthorized discharge of Hazardous Materials or of any condition constituting an "imminent hazard" under RCRA. Landlord, Landlord's representatives and employees may enter the Premises at any time during the Term to inspect Tenant's compliance herewith.

Notwithstanding anything contained in this Section 6.9 to the contrary, Tenant shall not have any liability to Landlord resulting from any conditions existing, or events occurring, or any Hazardous Materials existing or generated at, in, on, under, or in connection with the Premises prior to the Effective Date of this Lease (or any earlier occupancy of the Premises by Tenant), and Landlord agrees to indemnify, defend and hold harmless Tenant from any and all claims and liabilities arising from the same to the extent such claims and liabilities were not contributed or exacerbated by Tenant, and in the case of contribution or exacerbation by Tenant, Tenant shall only be liable for Tenant's proportionate share of liability. Tenant further represents, warrants, and agrees to be bound by the any obligations regarding environmental compliance set forth in the Ground Lease, attached hereto as Exhibit D and made a part hereof.

The covenants contained in this Section 6.9 shall survive the expiration or earlier termination of this Lease.

ARTICLE 7 DEFAULT

7.1 Events of Default.

(a) The occurrence of any one or more of the following events shall constitute a default hereunder by Tenant:

(i) The failure by Tenant to make any payment of Rent or additional rent or any other payment required hereunder, as and when due, where such failure shall continue for a period of five (5) days after written notice thereof from Landlord to Tenant, provided that Landlord shall only be obligated to provide written notice twice in any twelve (12) month period.

(ii) The vacation or abandonment of the Premises by Tenant.

(iii) The failure by Tenant to observe or perform any of the express or implied covenants or provisions of this Lease to be observed or performed by Tenant, other than as specified in clauses (i) and (ii) above, where such failure shall continue for a period of more than ten (10) days after written notice thereof from Landlord to Tenant; provided,

however, that if the nature of Tenant's default is such that more than ten (10) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant shall commence such cure within said ten-day period and thereafter diligently prosecute such cure to completion, which completion shall occur not later than sixty (60) days from the date of such notice from Landlord.

(iv) The failure by Tenant to pay its debts as they become due, or Tenant or any such guarantor becoming insolvent, filing or having filed against it a petition under any chapter of the United States Bankruptcy Code, 11 U.S.C. Section 101 et seq. (or any similar petition under any insolvency law of any jurisdiction), proposing any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors, making an assignment or trust mortgage for the benefit of creditors, or if a receiver, trustee, custodian or similar agent is appointed or takes possession with respect to any property or business of Tenant or such guarantor.

(v) The attachment, execution or other judicial seizure of all or substantially all of Tenant's assets, or this leasehold, or any other voluntary or involuntary encumbrance of Tenant's leasehold interest hereunder.

(b) In the event of any such default by Tenant, whether or not the Term shall have begun, in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the immediate option, or the option at any time while such default exists and without further notice, to terminate this Lease and all rights of Tenant hereunder; and Tenant shall then quit and surrender the Premises to Landlord, but Tenant shall remain liable as hereinafter provided.

7.2 Damages.

In the event that this Lease is terminated under any of the provisions contained in Section 7.1 or shall be otherwise terminated for breach of any obligation of Tenant, Tenant covenants to pay forthwith to Landlord, as compensation, the excess of the total rent reserved for the residue of the Term over the rental value of the Premises for said residue of the Term. In calculating the rent reserved there shall be included, in addition to the Rent and all additional rent, the value of all other considerations agreed to be paid or performed by Tenant for said residue. Tenant further covenants as an additional and cumulative obligation after any such termination to pay punctually to Landlord all the sums and perform all the obligations which Tenant covenants in this Lease to pay and to perform in the same manner and to the same extent and at the same time as if this Lease had not been terminated. In calculating the amounts to be paid by Tenant under the immediately preceding covenant Tenant shall be credited with

The logo consists of the letters 'CSL' in a bold, stylized, blocky font. The letters are white with a black outline and are set against a dark, textured background that resembles a stamp or a seal.

any amount paid to Landlord as compensation as in this Section 7.2 provided and also with the net proceeds of any rent obtained by Landlord by reletting the Premises, after deducting all Landlord's reasonable expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, fees for legal services and expenses of preparing the Premises for such reletting, it being agreed by Tenant that Landlord may (i) relet the Premises or any part or parts thereof, for a term or terms which may at Landlord's option be equal to or less than or exceed the period which would otherwise have constituted the balance of the Term and may grant such concessions and free rent as Landlord in its sole judgment considers advisable or necessary to relet the same, and (ii) make such alterations, repairs and decorations in the Premises as Landlord in its sole judgment considers advisable or necessary to relet the same, and no action of Landlord in accordance with the foregoing or failure to relet or to collect rent under reletting shall operate or be construed to release or reduce Tenant's liability as aforesaid.

In lieu of any other damages or indemnity and in lieu of full recovery by Landlord of all sums payable under all the foregoing provisions of this Section 7.2, Landlord may by written notice to Tenant, at any time after this Lease is terminated under any of the provisions contained in Section 7.1 or is otherwise terminated for breach of any obligation of Tenant and before such full recovery, elect to recover, and Tenant shall thereupon pay, as liquidated damages, an amount equal to the aggregate of the Rent and additional rent accrued under this Lease in the twelve (12) months ended next prior to such termination plus the amount of Rent and additional rent of any kind accrued and unpaid at the time of termination and less the amount of any recovery by Landlord under the foregoing provision of this Section 7.2 up to the time of payment of such liquidated damages.

Nothing contained in this Lease shall limit or prejudice the right of Landlord to prove for and obtain in proceedings for bankruptcy or insolvency by reason of the termination of this Lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be provided, whether or not the amount be greater, equal to, or less than the amount of the loss or damages referred to above.

ARTICLE 8 CASUALTY AND TAKING

8.1 Damage by Fire and Other Casualty.

If the Premises or the Building are damaged by fire, excessive winds, hurricane, or other casualty, Landlord shall repair the damage, provided (a) such repairs can be made within one hundred eighty (180) days from the date of such damage ("Repair Period") under all applicable laws and regulations using reasonable diligence, but without payment of overtime or other premiums, and (b) insurance proceeds are made

available to Landlord in a timely manner for such repairs. In such event, this Lease shall remain in full force and effect, but rent shall be proportionately abated while the repairs are made, based on the extent of interference with Tenant's use of the Premises (unless the damage was caused by the act or omission of Tenant or its agents, employees, invitees or contractors).

If such repairs cannot be made within the Repair Period under the conditions set forth above, Landlord shall so notify Tenant within thirty (30) days of the date of such damage. Thereupon, either party may terminate this Lease by written notice given within twenty (20) days, such termination to be effective thirty (30) days after the notice of termination. If neither party terminates, Landlord shall repair the damage, and the Lease shall remain in force and effect, subject to the rent abatement provisions set forth above.

Landlord shall be not be required to repair any damage to the property of Tenant or any Alterations. Nothing herein shall require Landlord to repair any casualty occurring during the last six (6) months of the Term.

8.2 Eminent Domain.

If any part of the Premises is taken or appropriated under the power of eminent domain or conveyed in lieu thereof (hereinafter, "Taken"), which materially affects Tenant's occupancy of the Premises, either party shall have the right to terminate this Lease at its option. If any part of the Property shall be Taken so as to materially affect the normal operation of the Building, Landlord may terminate this Lease at its option. In either of such events, Landlord shall receive subject to the rights of Landlord's first mortgagee (and Tenant shall assign to Landlord upon demand from Landlord), any income, rent, award or any interest thereon which may be paid in connection therewith.

Tenant shall have no claim against Landlord for any part of the sums paid by virtue of such proceedings, whether or not attributable to the value of the unexpired Term. If a part of the Premises is Taken and neither party elects to terminate this Lease, but the Premises have been damaged as a consequence thereof, Landlord shall restore the remaining Premises at its cost. Landlord shall not be required to repair or restore any damage to Tenant's property or any Alterations. Thereafter, the rent for the remainder of the Term shall be proportionately reduced, based on the degree of interference with Tenant's use of the Premises. If the temporary use or occupancy of any part of the Premises is Taken, this Lease shall be unaffected by such taking and Tenant shall continue to pay all rent payable hereunder; Tenant shall be entitled to receive that portion of any award which represents compensation for the use of or occupancy of the Premises, and Landlord shall be entitled to receive that portion which represents the cost of restoration of the Premises.

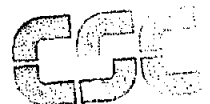
ARTICLE 9 RIGHTS OF PARTIES HOLDING PRIOR INTERESTS

9.1 Subordination.

This Lease shall be subject and subordinate to the Development Site Lease Agreement dated July 19, 1994, entered into by Landlord's predecessor-in-interest and Palm Beach County (the "Ground Lease"), attached hereto as **Exhibit D**, and to any mortgage now or hereafter placed on the Lot or Building, or both, or any portion or portions thereof, and to each advance made or hereafter to be made under any mortgage, and to all renewals, modifications, increases, consolidations, replacements and extensions thereof and all substitutions therefor. This Section 9.1 shall be self-operative and no further instrument of subordination shall be required. In conformation of such subordination, Tenant shall execute and deliver promptly any certificate that Landlord or any mortgagee may request. In the event that any mortgagee or its respective successor in title shall succeed to the interest of Landlord, then, at the option of such mortgagee or successor, this Lease shall nevertheless continue in full force and effect and Tenant shall and does hereby agree to attorn to such mortgagee or successor and to recognize such mortgagee or successor as its Landlord. Any mortgagee shall have the election to subordinate its mortgage to this Lease, exercisable by sending a notice of such election to Tenant, which notice may be recorded at the option of the mortgagee.

9.2 Modification, Termination, and Cancellation.

No assignment of the Lease and no agreement to make or accept any surrender, termination or cancellation of this Lease and no agreement to modify so as to reduce the rent, change the Term, or otherwise materially change the rights of Landlord under this Lease, to relieve Tenant of any obligations or liability under this Lease, shall be valid unless consented to by Landlord's mortgagees of record, if any. No fixed rent, additional rent, or any other charge shall be paid more than ten (10) days prior to the due date thereof and payments made in violation of this provision shall (except to the extent that such payments are actually received by a mortgagee) be a nullity as against any mortgagee and Tenant shall be liable for the amount of such payments to such mortgagee.



ARTICLE 10 MISCELLANEOUS

10.1 Financial Statements; Authority.

(a) Prior to the execution hereof, Tenant shall provide Landlord with complete, audited financial statements. Tenant represents and warrants that such financial statements will be true, correct and complete when provided, and that no material adverse change to them will occur without Tenant giving Landlord written notice thereof. During the Term, Tenant agrees to provide to Landlord updated financial statements for the Tenant, in form reasonably acceptable to Landlord, upon request (but not more frequently than once per quarter.)

(b) Tenant represents and warrants that those persons executing this Lease on Tenant's behalf are duly authorized to execute and deliver this Lease on its behalf, and that this Lease is binding upon Tenant in accordance with its terms. If the Tenant is a corporation, each of the persons executing this instrument on behalf of the Tenant, hereby covenant and warrant that the Tenant is a duly existing and valid corporation and that the Tenant is qualified to do business in Florida.

10.2 Notices.

Any notice required or permitted under this Lease shall be in writing and delivered personally or sent by United States Certified Mail, postage prepaid, return receipt requested, or a nationally recognized overnight carrier, and addressed to the Landlord's Address or Tenant's Address, as the case may be. Any communication so addressed and delivered shall be deemed duly given upon proof of receipt or refusal of delivery. Either party may change its address by giving notice to the other.

10.3 No Waiver or Oral Modification.

No provision of this Lease shall be deemed waived by Landlord or Tenant except by a signed written waiver. No consent to any act or waiver of any breach or default, express or implied, by Landlord or Tenant, shall be construed as a consent to any other act or waiver of any other breach or default. Landlord's failure to enforce any covenant or condition of this Lease shall not be deemed a waiver thereof, and its failure to enforce any of the Rules and Regulations against Tenant or any other tenant in the Building shall not be deemed a waiver thereof. The receipt by Landlord of any rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. This Lease may not be changed or amended orally, but only by written instrument.

10.4 Acceptance of Partial Payments of Rent; Delivery of Keys.

No acceptance by Landlord of a lesser sum than the annual Rent and additional rent then due shall constitute a waiver of any claim to the remaining balance nor be deemed to be other than on account of the earliest installment of such rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy in this Lease provided. The delivery of keys to any employee of Landlord or to Landlord's agent or any employee thereof shall not operate as a termination of this Lease or surrender of the Premises.

10.5 Cumulative Remedies.

Landlord's remedies under this Lease are cumulative and not exclusive of any other remedies to which Landlord may be entitled in case of Tenant's breach or threatened breach of this Lease. Landlord shall be entitled to the remedies of injunction and specific performance with respect to any such breach.

10.6 Partial Invalidity.

If any provision of this Lease, or the application thereof in any circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each provision hereof shall be valid and enforceable to the fullest extent permitted by law.

10.7 Self-Help.

If Tenant fails to perform any obligation hereunder, Landlord may enter the Premises and perform it on Tenant's behalf. In so doing, Landlord may make any payment of money or perform any other act. All sums so paid by Landlord, and all incidental costs and expenses, shall be considered additional rent under this Lease and shall be payable to Landlord immediately on demand, together with interest at the rate of the lesser of three (3) percentage points above the then prevailing prime rate or reference rate ("Prime Rate") as set by The Chase Manhattan Bank (USA), N.A. in its main office in New York, New York or the maximum interest rate permitted by law.

10.8 Tenant's Estoppel Certificate.

Within twenty (20) days after written request by Landlord, Tenant shall execute, acknowledge and deliver to Landlord a written statement certifying (a) that this Lease is unmodified and in full force and effect, or is in full force and effect as modified and stating the modifications; (b) the amount of Rent and the date to which Rent and additional rent have been paid in advance; (c) the amount of any security deposited with Landlord; and (d) that Landlord is not in default hereunder or, if Landlord is claimed to be in default, stating the nature of any claimed default, and (e) such other matters as

may be reasonably requested by Landlord. Any such statement may be relied upon by a purchaser, assignee or lender. Tenant's failure to execute and deliver such statement within the time required shall be a default under this Lease and shall also be conclusive upon Tenant that (1) this Lease is in full force and effect and has not been modified except as represented by Landlord; (2) there are no uncured defaults in Landlord's performance and Tenant has no right of offset, counterclaim or deduction against rent; and (3) not more than one month's Rent has been paid in advance.

10.9 Waiver of Subrogation.

Landlord and Tenant each hereby waive all rights of recovery against the other and against the officers, employees, agents, and representatives of the other, on account of loss by or damage to the waiving party or its property or the property of others under its control, to the extent that such loss or damage is insured against under any insurance policy that either may have in force at the time of the loss or damage or would have been insured against under an insurance policy required to be maintained under the provisions of this Lease. Each party shall notify its insurers that the foregoing waiver is contained in this Lease.

10.10 All Agreements; No Representations.

This Lease contains all of the agreements of the parties with respect to the subject matter hereof and supersedes all prior dealings between them with respect to such subject matter. Each party acknowledges that the other has made no representations or warranties of any kind except as may be specifically set forth in this Lease.

10.11 Brokerage.

Landlord and Tenant each represents and warrants to the other that it has not dealt with any real estate broker or agent in connection with this Lease or its negotiation. In the event of any brokerage claims against Landlord or Tenant predicated on prior dealings with Tenant or Landlord as the case may be, Landlord and Tenant each agree to indemnify and hold harmless the other from any cost, expense, or liability (including costs of suit and reasonable attorneys' fees) for any compensation, commission or fees claimed by any other real estate broker or agent in connection with this Lease or its negotiation based upon a violation of the foregoing representations and warranties by either party.

10.12 Successors and Assigns.

This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that only the original Landlord named herein shall be liable for obligations accruing before the beginning of the Term, and thereafter the original Landlord named herein and each successive owner of the Premises shall be liable only for obligations accruing during the period of their respective ownership.

10.13 Submission Not an Option.

The submission of this Lease or a summary of some or all of its provisions for examination does not constitute a reservation of or option for the Premises or an offer to lease, and it is not effective as a lease or otherwise until the execution by and delivery to both Landlord and Tenant.

10.14 Applicable Law.

This Lease shall be construed and enforced in accordance with the laws of the State of Florida, without regard to its choice of law rules.

10.15 Waiver of Jury Trial.

Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other, on or in respect to any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant hereunder, Tenant's use or occupancy of the Premises, and/or claim of injury or damages.

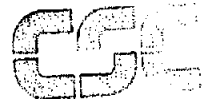
10.16 Attorneys' Fees.

If either Landlord or Tenant institutes any action to enforce the provisions of this Lease or to seek a declaration of rights hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs as part of any award.

10.17 Surrender.

The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work as a merger, and shall, at the option of Landlord, operate as an assignment to it of any or all subleases or subtenancies.

10.18 Holdover.



If Tenant holds over in occupancy of the Premises after the expiration of the Term, Tenant shall become a tenant at sufferance only, at a rental rate equal to twice (200%) the Rent in effect at the end of the Term, plus the amount of Tenant's additional rent, and otherwise subject to the terms and conditions herein specified, so far as applicable, and shall be liable for all damages sustained by Landlord on account of such holding over. This Section 10.18 shall not operate as a waiver of any right of reentry provided in this Lease, and Landlord's acceptance of rent after expiration of the Term or earlier termination of this Lease shall not constitute consent to a holdover or result in a renewal. If Tenant fails to surrender the Premises upon the expiration of the Term or earlier termination despite demand by Landlord to do so, Tenant shall indemnify and hold Landlord harmless from all loss or liability, including, without limitation, any claim made by any succeeding tenant resulting from such failure.

10.19 Late Payment.

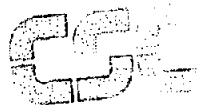
Tenant acknowledges that the late payment by Tenant to Landlord of any sums due under this Lease will cause Landlord to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impractical to fix. Therefore, if any Rent or other sum hereunder is not paid within five (5) days of the due date, Tenant shall pay to Landlord, as additional rent, the sum of five percent (5%) of the overdue amount as a late charge. The overdue amount, if not received within ten (10) days thereafter, shall also bear interest, as additional rent, at the lesser of the Prime Rate plus three percent (3%) or the maximum interest rate permitted by law, calculated from the date the late charge becomes due until the date of payment to Landlord. Landlord's acceptance of any late charge or interest shall not constitute a waiver of Tenant's default with respect to the overdue amount.

10.20 Time of Essence.

Time is of the essence of this Lease. In the event that the time for performance of any obligation hereunder, except the payment of Rent, falls on a day other than a business day, the time for performance shall be extended to the next business day. The term "business day" shall mean any day that is not a Saturday, Sunday or a state or federal holiday on which office businesses in Palm Beach, Florida are generally closed.

10.21 Force Majeure.

If Landlord or Tenant is prevented from or delayed in performing any act required of it hereunder, and such prevention or delay is caused by strikes, labor disputes, inability to obtain labor, materials, or equipment, inclement weather, including, without limitation, winds, hurricanes and the like, acts of God, governmental restrictions, regulations, or controls, judicial orders, enemy or hostile government actions, civil

The logo consists of the letters 'CSL' in a bold, stylized, blocky font. The letters are white with a black outline and are set against a dark, textured background that resembles a stamp or a seal.

commotion, fire or other casualty, or other causes beyond such party's reasonable control (collectively, "Force Majeure"), the performance of such act shall be excused for a period equal to the period of prevention or delay. Nothing in this section shall excuse or delay Tenant's obligation to pay any rent or other charges due under this Lease.

10.22 Limitation On Liability.

In consideration of the benefits accruing hereunder, Tenant hereby covenants and agrees that, in the event of any actual or alleged failure, breach or default hereunder by Landlord:

(a) The obligations of Landlord under this Lease do not constitute personal obligations of the trustees, individual partners, directors, officers or shareholders of Landlord, Landlord's beneficiary or any constituent partner of Landlord's beneficiary, and Tenant shall not seek recourse against the trustees, partners, directors, officers or shareholders of Landlord, Landlord's beneficiary or any constituent partner of Landlord's beneficiary or any of their personal assets for satisfaction of any liability with respect to this Lease;

(b) Tenant's sole and exclusive remedy shall be against the Landlord's interest in the Property;

(c) Neither Landlord's beneficiary nor any constituent partner of Landlord's beneficiary shall be sued, named as a party in any suit or action, or served with process therein (except if necessary to secure jurisdiction), and neither Landlord's beneficiary nor any constituent partner of Landlord's beneficiary shall be required to respond to any service of process;

(d) No judgment will be taken against Landlord's beneficiary nor any constituent partner of Landlord's beneficiary, and no writ of execution will be levied against the assets of Landlord's beneficiary or any such partner;

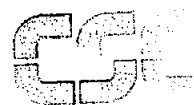
(e) These covenants and agreements are enforceable both by Landlord and also by Landlord's beneficiary, any constituent partner of Landlord's beneficiary and shall bind Tenant and its successors and assigns.

10.23 Recording.

Tenant agrees not to record this Lease.

10.24 Approval of Lease.

The parties acknowledge and understand that this Lease is subject to, and shall not take effect, without the written approval of the Palm Beach County Board of County

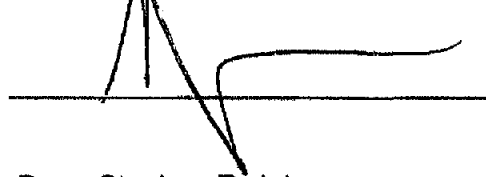


Commissioners (the "County") pursuant to the Ground Lease and, in the event such approval is not obtained, this Lease shall be deemed to be void and of no force and effect whatsoever, without recourse to the parties hereto. Both parties shall promptly furnish any information reasonably required by the Board.

EXECUTED as a sealed instrument in two or more counterparts on the day and year written below.

5/08/07
Date

"Landlord"
Computer Sciences Corporation, a
Nevada corporation



By: Stephen E. Johnson

Title: Assistant Secretary

5/23/07
Date

"Tenant":
Gulfstream International Airlines, Inc., a
Florida corporation

By: 

Title: SR VP. LEGAL AFFAIRS

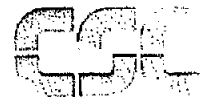


EXHIBIT A-1

to Lease between
Computer Sciences Corporation
and
Gulfstream International Airlines, Inc.

FIRST FLOOR OF BUILDING

See Attached

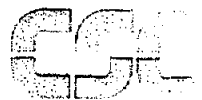
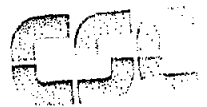


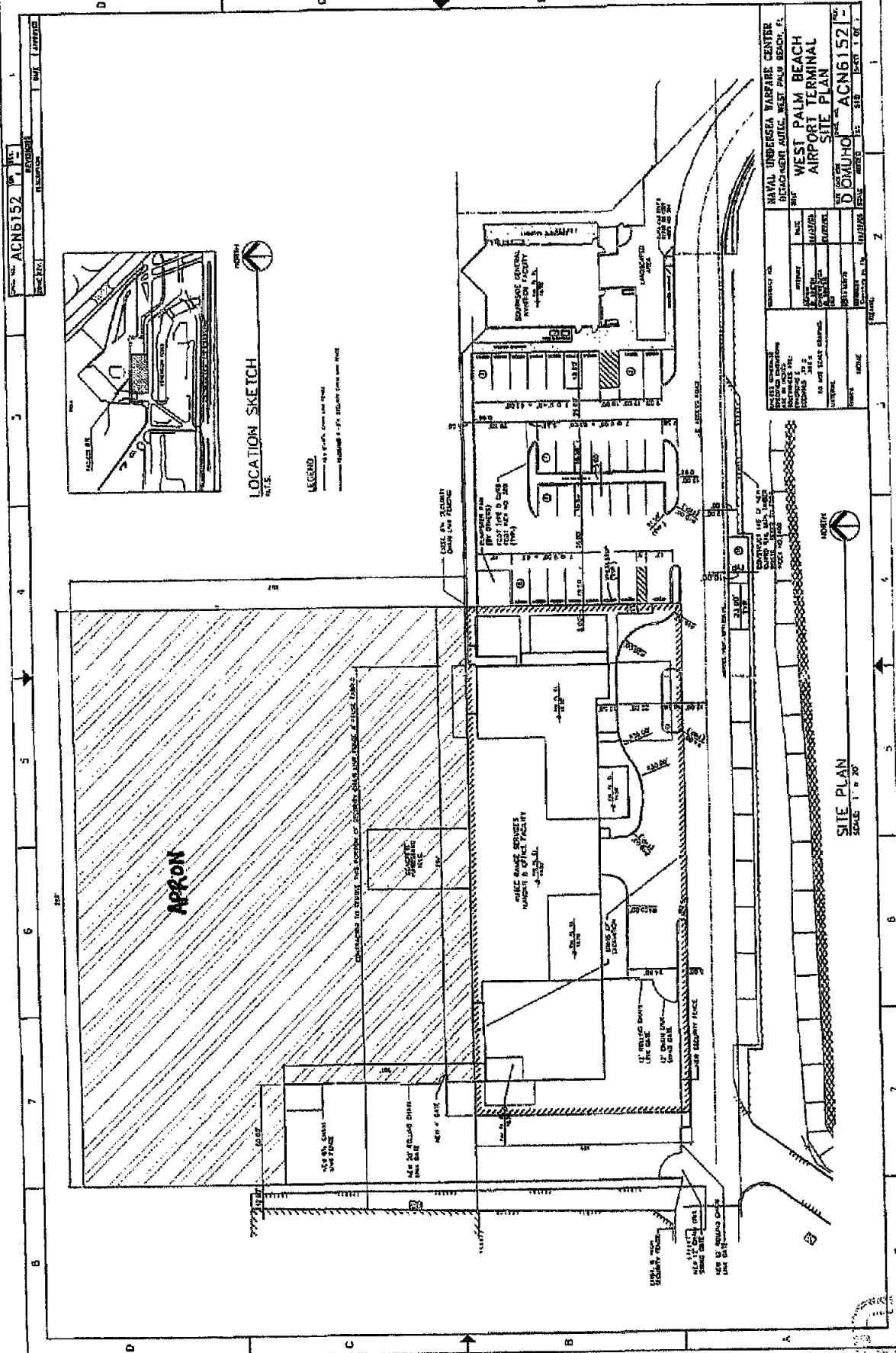
EXHIBIT A-2

to Lease between
Computer Sciences Corporation
and
Gulfstream International Airlines, Inc.

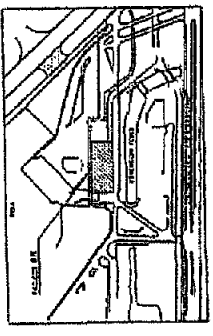
APRON AREA

See Attached





ACN6152
 1 2 3 4 5 6 7
 1 2 3 4 5 6 7



LOCATION SKETCH
 N.T.S.

LEGEND
 --- EXISTING
 --- PROPOSED

NAVAL UNDERSEA WARFARE CENTER ATTACHMENT AERIAL, WEST PALM BEACH, FL.	
PROJECT NO.	ACN6152
DATE	1961
DESIGNED BY	U.S. AIR FORCE
DRAWN BY	U.S. AIR FORCE
CHECKED BY	U.S. AIR FORCE
APPROVED BY	U.S. AIR FORCE
REVISIONS	NO. 1
REVISIONS	NO. 2
REVISIONS	NO. 3
REVISIONS	NO. 4
REVISIONS	NO. 5
REVISIONS	NO. 6
REVISIONS	NO. 7
REVISIONS	NO. 8
REVISIONS	NO. 9
REVISIONS	NO. 10
REVISIONS	NO. 11
REVISIONS	NO. 12
REVISIONS	NO. 13
REVISIONS	NO. 14
REVISIONS	NO. 15
REVISIONS	NO. 16
REVISIONS	NO. 17
REVISIONS	NO. 18
REVISIONS	NO. 19
REVISIONS	NO. 20
REVISIONS	NO. 21
REVISIONS	NO. 22
REVISIONS	NO. 23
REVISIONS	NO. 24
REVISIONS	NO. 25
REVISIONS	NO. 26
REVISIONS	NO. 27
REVISIONS	NO. 28
REVISIONS	NO. 29
REVISIONS	NO. 30
REVISIONS	NO. 31
REVISIONS	NO. 32
REVISIONS	NO. 33
REVISIONS	NO. 34
REVISIONS	NO. 35
REVISIONS	NO. 36
REVISIONS	NO. 37
REVISIONS	NO. 38
REVISIONS	NO. 39
REVISIONS	NO. 40
REVISIONS	NO. 41
REVISIONS	NO. 42
REVISIONS	NO. 43
REVISIONS	NO. 44
REVISIONS	NO. 45
REVISIONS	NO. 46
REVISIONS	NO. 47
REVISIONS	NO. 48
REVISIONS	NO. 49
REVISIONS	NO. 50
REVISIONS	NO. 51
REVISIONS	NO. 52
REVISIONS	NO. 53
REVISIONS	NO. 54
REVISIONS	NO. 55
REVISIONS	NO. 56
REVISIONS	NO. 57
REVISIONS	NO. 58
REVISIONS	NO. 59
REVISIONS	NO. 60
REVISIONS	NO. 61
REVISIONS	NO. 62
REVISIONS	NO. 63
REVISIONS	NO. 64
REVISIONS	NO. 65
REVISIONS	NO. 66
REVISIONS	NO. 67
REVISIONS	NO. 68
REVISIONS	NO. 69
REVISIONS	NO. 70
REVISIONS	NO. 71
REVISIONS	NO. 72
REVISIONS	NO. 73
REVISIONS	NO. 74
REVISIONS	NO. 75
REVISIONS	NO. 76
REVISIONS	NO. 77
REVISIONS	NO. 78
REVISIONS	NO. 79
REVISIONS	NO. 80
REVISIONS	NO. 81
REVISIONS	NO. 82
REVISIONS	NO. 83
REVISIONS	NO. 84
REVISIONS	NO. 85
REVISIONS	NO. 86
REVISIONS	NO. 87
REVISIONS	NO. 88
REVISIONS	NO. 89
REVISIONS	NO. 90
REVISIONS	NO. 91
REVISIONS	NO. 92
REVISIONS	NO. 93
REVISIONS	NO. 94
REVISIONS	NO. 95
REVISIONS	NO. 96
REVISIONS	NO. 97
REVISIONS	NO. 98
REVISIONS	NO. 99
REVISIONS	NO. 100

SITE PLAN
 SCALE 1" = 20'
 NORTH

ACN6152

EXHIBIT B
to Lease between
Computer Sciences Corporation
and
Gulfstream International Airlines, Inc.

[LOT DESCRIPTION]

See Attached

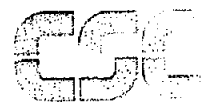


EXHIBIT C
to Lease between
Computer Sciences Corporation
and
Gulfstream International Airlines, Inc.

[FIRST FLOOR PASSENGER PROCESSING/OPERATIONS AREA]



EXHIBIT D
to Lease between
Computer Sciences Corporation
and
Gulfstream International Airlines, Inc.

[GROUND LEASE]

See Attached

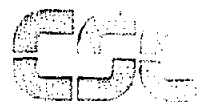


EXHIBIT E
to Lease between
Computer Sciences Corporation
and
Gulfstream International Airlines, Inc

Building Rules and Regulations

1. Access

- Lobby and Passenger Area – Lobby and Passenger Area are accessible between the hours of 0630 and 1500. Access at all other times will be limited to CSC employees.
- Ramp
- Hanger
- Room 124 (Shipping and Receiving) – CSC and NUWC personnel will have exclusive use and access to the Shipping and Receiving Area.
- Shipping and Receiving personnel as well as Air Operations personnel will have walk thru access to the hangar area.
- 2nd Floor Offices – CSC and NUWC personnel have exclusive access and use of all second floor offices. Other personnel are not authorized access.
- CSC Aviation Manager shall maintain keys for access to all facilities both occupied as well as leased.
- CSC Aviation Manager will have full access to the complete building for inspections required as well as emergency calls.

2. Housekeeping

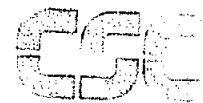
- At all times CSC and Gulfstream Airlines shall maintain the building appearance as well as conduct general housekeeping.
- CSC shall be responsible for the general building, parking, lawn, as well as shipping, receiving, the passenger terminal and offices.
- Gulfstream Airlines shall be responsible for the appearance of the hangar and offices as leased.
- Any deficiencies shall be noted in writing either from the Aviation Manager or directly to the Aviation Manager.

3. Security

- At all times the building and hangar shall remain secure. Only persons with proper PBIA ID are permitted to have access to the facility.
- Use of the alarm system is mandatory when not present.
- All doors shall be closed and locked prior to setting the alarm.

4. Hazardous Materials

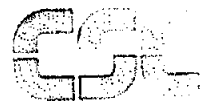
- Gulfstream Airlines shall not use, generate, release, manufacture, refine, produce, process, transport or store any Hazardous Materials on or about the leased premises, except as necessary and appropriate for its permitted use of the facilities, in which case the use, storage, and disposal of such Hazardous Materials shall be performed in compliance with all applicable federal, state, and local laws.
- Hazardous Materials will be stored for use in proper storage lockers.



- Gulfstream Airlines is responsible for disposal and proper permitting EPA small quantity generator status for all material in their possession, both stored new product and disposal of used hazardous products.
- Gulfstream Airlines shall maintain a list of materials on hand, MSDS sheets for those materials, and log of records of the disposal of those materials.
- Storage of Hazardous Waste shall not be for more than 180 days on site at the CSC hangar.

5. Parking

- Gulfstream Airlines is assigned 4 parking spaces by the terms of the lease.
- Additional parking may be approved by the Aviation Manager on a case by case basis.
- Additional parking assigned, may be revoked by the Aviation Manager with written notice.
- Improperly parked vehicles will be subject to tow by the CSC Aviation Manager only.



**AGREEMENT TO TERMINATE
HANGAR LEASE AGREEMENT
BETWEEN PALM BEACH COUNTY AND
SCOTT KRAMER**

This Agreement (this "Agreement") is made and entered into MAY 22 2007, 2007 by and between Palm Beach County, a political subdivision of the State of Florida (the "COUNTY"), and Scott Kramer, residing at 6650 West Indiantown Road, Suite 200, Jupiter, Florida, 33458 (the "LESSEE").

WITNESSETH:

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

WHEREAS, pursuant to that certain Hangar Lease Agreement between COUNTY and LESSEE dated July 15, 2003 (R-2003-1307) (the "Hangar Lease Agreement"), LESSEE leases that certain hangar unit # 14, building 11720 on Airport property; and

WHEREAS, LESSEE has requested to terminate the Hangar Lease Agreement; and

WHEREAS, COUNTY has no objection to the termination of the Hangar Lease Agreement.

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 form a part of this Agreement.
2. The parties hereby agree that the Hangar Lease Agreement shall be terminated effective May 31, 2007 (the "Termination Date").
3. COUNTY shall return LESSEE's security deposit within thirty (30) days of the Termination Date.
4. This Agreement shall become effective upon execution by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Witnesses:

Connie Shoffner
Signature

Connie Shoffner
Print Name

[Signature]
Signature

Colleen Hawkins
Print Name

By: [Signature]
County Administrator or designee

Witnesses:

Bosama Abney
Signature

Bosama C. Bailey
Print Name

[Signature]
Signature

Karen M Williams
Print Name

LESSEE:

By: [Signature]

Print Name

Title: S. OT. Kramer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: Anne Helms
County Attorney

**AGREEMENT TO TERMINATE
HANGAR LEASE AGREEMENT
BETWEEN PALM BEACH COUNTY AND
PATRICIA A. BRENNAN HOLDINGS LLC**

This Agreement (this "Agreement") is made and entered into JUN 5 2007, 2007 by and between Palm Beach County, a political subdivision of the State of Florida (the "COUNTY"), and Patricia A. Brennan Holdings LLC, residing at 7470 Foxmount Lane, Marshall, Virginia, 20115 (the "LESSEE").

WITNESSETH:

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

WHEREAS, pursuant to that certain Hangar Lease Agreement between COUNTY and LESSEE dated January 4, 2005 (R-2005-0167) (the "Hangar Lease Agreement"), LESSEE leases that certain hangar unit # 11, building 11240 on Airport property; and

WHEREAS, LESSEE has requested to terminate the Hangar Lease Agreement; and

WHEREAS, COUNTY has no objection to the termination of the Hangar Lease Agreement.

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 form a part of this Agreement.
2. The parties hereby agree that the Hangar Lease Agreement shall be terminated effective June 30, 2007 (the "Termination Date").
3. COUNTY shall return LESSEE's security deposit within thirty (30) days of the Termination Date.
4. This Agreement shall become effective upon execution by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Witnesses:

Aura Bulke
Signature

Laura Beebe
Print Name

[Signature]
Signature

Colleen Hawkins
Print Name

By: [Signature]
County Administrator or designee

Witnesses:

Valerie A. Lord
Signature

Valerie A. Lord
Print Name

[Signature]
Signature

J. Curtis Crosby
Print Name

LESSEE:

By: [Signature]
DAVID G. LORD
Print Name

Title: CAPTAIN

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: Anne Delgant
County Attorney