

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: May 6, 2008 [X] Consent [ ] Regular  
[ ] Ordinance [ ] Public Hearing  
Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** a First Amendment to Lease Agreement (R95-812D) with Closter Farms, Inc. for 7.3+/- acres of County owned unimproved land south of Pahokee in unincorporated Palm Beach County.

**Summary:** Since 1995, the County has leased to Closter Farms a 7.3+/- acre parcel of unimproved land located on the north side of Eastgate Farms Road south of Pahokee for an annual base rent of \$2,555. The current term of the Lease expires March 31, 2015. In review of the Lease, Staff has discovered that Closter Farms rental adjustments had not been calculated in accordance with the rental adjustment provisions contained in the Lease. This resulted in a \$7,145 underpayment of rent for the period of 1995 - 2007. As best as we can determine, it appears that previous PREM staff members utilized the method for calculating rental increases contained within State Leases of adjoining land. Closter Farms has argued that the rental adjustment provision was not what they intended, differs from the way in which the State calculates rental increases on leases with Closter Farms of adjoining land and would result in a rent that Closter Farms can not afford to pay based upon current market conditions. Because this has been continuing for many years, and due to the likely inability to lease this small property to another farmer, Staff is recommending the Lease be amended consistent with how rental increases are calculated by the State. This First Amendment: i) modifies the Lease to formalize adjustment of the annual Base Rent by application of the Producer Price Index; ii) clarifies the method of computation of rent; iii) acknowledges and corrects past computations of rental increases (resulting in a \$7,145 total reduction in rent); and iv) updates the Notice provisions of both parties. All other terms and conditions of the Lease shall remain in full force and effect. (PREM) District 6 (HJF)

**Background and Justification:** On June 20, 1995 (R95-812D), the Board approved the Lease with Closter Farms, Inc. of a 7.3+/- acre parcel for sugarcane farming purposes in response to an Invitation to Bid that was duly advertised. The Lease is for a period of twenty (20) years at an initial Base Rent of \$2,555/year. The terms of the Lease required the annual Base Rent to be adjusted each lease year in accordance with the Market Stabilization Price (MSP) specified by the USDA or such other "conversion factor, formula or table as may be published by the United States Department of Agriculture". Since the MSP had been discontinued by the USDA, both parties agreed in March of 1997 to adjust the annual Base Rent by application of the Producer Price Index. The language in the Lease approved by the Board specifies that rental adjustments will compound based upon increases in the index (MSP/PPI), similar to commercial leases. The State leases of agricultural land for sugarcane farming in the EAA do not compound, and increase or decrease based upon changes in the index. Essentially, Staff applied the language contained in the State Leases to this Lease. Admittedly, this was contrary to the language of the Lease. Recent Staff

Continued on Page 3

**Attachments:**

- 1. Location Map
- 2. First Amendment to Lease Agreement

Recommended By: Anthony Wolf 4/16/08  
Department Director Date  
Approved By: [Signature] 4/28/08  
County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs(rent/CAM/tax)	_____	_____	_____	_____	_____
External Revenues	( <u>\$2555.00*</u> )	( <u>\$2555.00*</u> )	( <u>\$2555.00*</u> )	( <u>\$2555.00*</u> )	( <u>\$2555.00*</u> )
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	( <u>\$2555.00</u> )	( <u>\$2555.00</u> )	( <u>\$2555.00</u> )	( <u>\$2555.00</u> )	( <u>\$2555.00</u> )
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes \_\_\_\_\_ No X  
 Budget Account No: Fund 0001 Dept 800 Unit 8001 Object 6202  
 Program \_\_\_\_\_

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

\* Effective April 1, 2008 and on each April 1<sup>st</sup> thereafter, the annual rent payable is subject to an annual increase to reflect any increase in the annual Producer Price Index for raw cane sugar and byproducts as published by the United States Department of Labor.

**C. Departmental Fiscal Review:** \_\_\_\_\_

**III. REVIEW COMMENTS**

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

atwillhite 4.23.08  
 OFMB 4/21/08  
4/23/08  
Contract Development and Control 4/24/08

**B. Legal Sufficiency:**

Assistant County Attorney 4/28/08

**This amendment complies with our review requirements.**

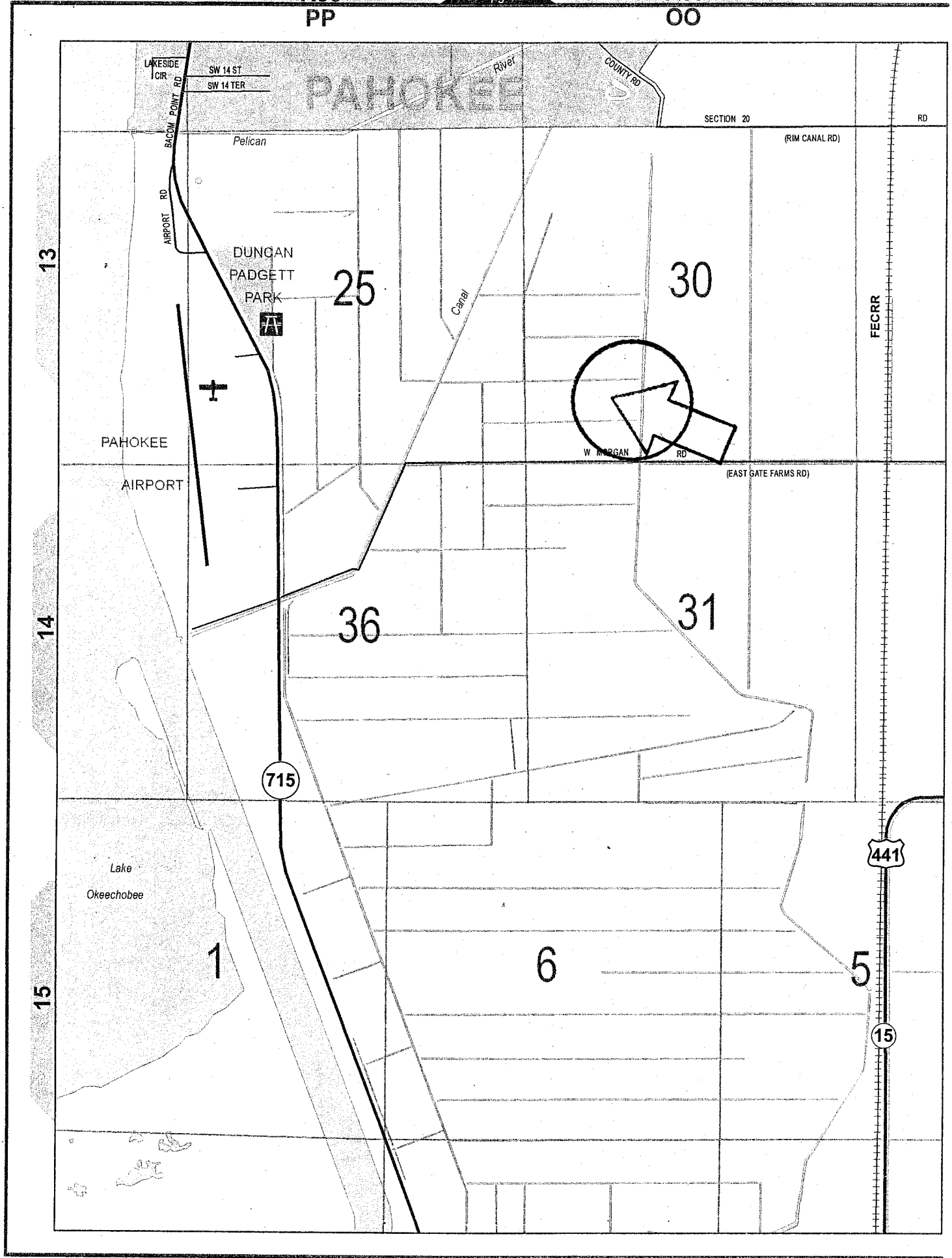
**C. Other Department Review:**

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

**This summary is not to be used as a basis for payment.**

## **Background and Justification, continued**

changes resulted in this error being discovered and when Staff attempted to correct it, Closter Farms objected. Staff recommends adopting the non-compounding method for calculating rental increases utilized by the State. Under this method, the base rent (\$2,555) is multiplied by the change in the index and rent increases or decreases based upon the percentage change in the index, but never below the base.



LOCATION MAP

ATTACHMENT #1



\*\*\*\*\*

**FIRST AMENDMENT TO  
REAL PROPERTY  
LAND LEASE AGREEMENT**

**between**

**PALM BEACH COUNTY, FLORIDA  
(Lessor)**

**and**

**CLOSTER FARMS, INC.  
(Lessee)**

\*\*\*\*\*

**FIRST AMENDMENT TO  
LEASE AGREEMENT**

**THIS FIRST AMENDMENT TO LEASE AGREEMENT (R-95-812-D)** (the "First Amendment"), is made and entered into \_\_\_\_\_, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "Lessor", and CLOSTER FARMS, INC., a Florida corporation, hereinafter referred to as "Lessee".

**WITNESSETH:**

**WHEREAS**, Lessor is the owner of approximately 7.3 acres of unimproved land in Palm Beach County, Florida, located on the north side of Eastgate Farms Road (a/k/a Morgan East Road) south of Pahokee (the "Premises"); and

**WHEREAS**, Lessor entered into a Lease Agreement with Lessee on June 20, 1995 (R-95-812-D) (the "Lease"), under which Lessor agreed to lease the Premises to Lessee for a term of twenty (20) years commencing on April 1, 1995; and

**WHEREAS**, the terms of the Lease required the annual Base Rent to be adjusted each lease year in accordance with the "Market Stabilization Price" ("MSP") specified by the United States Department of Agriculture; and

**WHEREAS**, the United States Department of Agriculture discontinued publication of the MSP; and

**WHEREAS**, pursuant to the terms of the Lease, Lessor chose to determine the adjustments to the annual Base Rent by application of the Producer Price Index for raw cane sugar and byproducts (the "PPI") as published by the United States Department of Labor; and

**WHEREAS**, the parties have agreed to modify the Lease to formalize Lessor's previously made decision to adjust the annual Base Rent by application of the PPI and to clarify the method of computation of rent.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning and effect as ascribed to them in the Lease.
2. Article II, Section 2.02 (a), Annual Adjust to Annual Base Rent, is hereby deleted and replaced in its entirety with the following:

**Section 2.02 (a) Annual Adjustment to Annual Base Rent**

Commencing with the Lease Year that commences on April 1, 2008, and every Lease Year thereafter during the Term of this Lease, Lessee shall pay Lessor the greater of the annual Base Rent or the Adjusted Annual Rent as determined by application of the following formula:

Using the Producer Price Index for raw cane sugar and byproducts (the "PPI") published by the United States Department of Labor, Lessee shall divide the PPI published the February immediately preceding the commencement of the

Lease Year by the PPI published in February of 1995 (118.3) to arrive at a multiplier (the "PPI Multiplier"). Lessee shall then multiply the annual Base Rent (\$2,555.00) by the PPI Multiplier to arrive at the Adjusted Annual Rent. If the Adjusted Annual Rent is greater than the annual Base Rent, Lessee shall pay Lessor the Adjusted Annual Rent in lieu of the annual Base Rent in accordance with the procedures set forth in Section 2.01 for the payment of annual Base Rent. If the Adjusted Annual Rent is less than the annual Base Rent, Lessee shall pay Lessor the annual Base Rent.

By way of example, the Adjusted Annual Rent for the Lease Year commencing April 1, 2008, is calculated as follows:

$$\frac{\quad}{118.3} \times (\text{PPI published in February, 2008}) \times \$2,555.00 = \text{Adjusted Annual Rent}$$

In the event that the PPI ceases to be published during the Term of this Lease, or if a substantial change is made in the method of establishing or computing the PPI, then the determination of the adjustment in the annual Base Rent shall be made with the use of such conversion factor, formula or table as may be published by the United States Department of Labor and having applicability to sugar cane production, or if none is available, by any other nationally recognized publisher of similar statistical information chosen by the Lessor. The Adjusted Annual Rent shall be calculated using the same method as set forth above. In no event shall Lessee pay less than the annual Base Rent.

3. Article II, Section 2.03, Taxes and Assessments, is hereby modified to include Adjusted Annual Rent with the references to annual Base Rent and Additional Rent.

4. Article XIV, Section 14.02, Notices, is modified to designate the following addresses for Lessor and Lessee:

(a) Lessor:

Palm Beach County Property & Real Estate Management Division  
Attn: Director  
2633 Vista Parkway  
West Palm Beach, FL 33411-5605

(b) Lessee:

Closter Farms, Inc.  
One North Clematis Street  
Suite 200  
West Palm Beach, FL 33401

5. Except as modified by this First Amendment, the Lease remains unmodified and in full force and effect and the Lessor and Lessee hereby ratify, confirm and adopt the Lease, as amended, in accordance with the terms thereof.

6. This First Amendment is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners (the "Effective Date").

(The remainder of this page intentionally left blank)



IN WITNESS WHEREOF, Lessor and Lessee have executed this First Amendment, or have caused the same to be executed by their duly authorized representatives, as of the day and year first above written.

LESSOR:

**PALM BEACH COUNTY,**  
a political subdivision of the State of Florida

ATTEST:

SHARON R. BOCK  
CLERK & COMPTROLLER

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

By: \_\_\_\_\_  
Addie L. Greene, Chairperson

(SEAL)

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

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

APPROVED AS TO TERMS  
AND CONDITIONS

By: *Pet Audrey Wolf*  
Audrey Wolf, Director  
Facilities Development & Operations

LESSEE:

**CLOSTER FARMS, INC.**  
a Florida corporation

By: *[Signature]*  
Print Name: ARMANDO A. TABERNILLA

Its: VICE PRESIDENT  
Title

Date: 2-22-08

WITNESS: *Daniel D. Ross*

Signature

DANIEL D. ROSS  
Print Witness Name

*Denise G Singleton*  
Signature

DENISE G SINGLETON  
Print Witness Name



(SEAL)

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
10/02/07

**PRODUCER**  
Aon Risk Services, Inc. of New York  
199 Water Street  
New York NY 10038-3551 USA

PHONE: (866) 283-7122 FAX: (847) 953-5390

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

**INSURERS AFFORDING COVERAGE**

**INSURED**  
Closter Farms, Inc.  
c/o Flo-Sun Incorporated  
1 North Clematis Street  
West Palm Beach FL 33401 USA

INSURER A: National Union Fire Ins Co of Pittsburgh  
INSURER B: ACE American Insurance Company  
INSURER C:  
INSURER D:  
INSURER E:

**COVERAGES:** This Certificate is not intended to specify all endorsements, coverages, terms, conditions and exclusions of the policies shown. SIR May Apply

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS
B	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	XSLG23735064 Master General Liability	10/01/07	10/01/08	EACH OCCURRENCE \$2,500,000 FIRE DAMAGE(Any one fire) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,500,000 GENERAL AGGREGATE \$3,500,000 PRODUCTS - COMP/OP AGG \$3,500,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS	XSAH08238376 Master Auto Liability	10/01/07	10/01/08	COMBINED SINGLE LIMIT (Ea accident) \$2,500,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURRENCE AGGREGATE
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	XWC4612228 Workers Compensation	04/01/07	04/01/08	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000
	<b>OTHER</b>				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
Palm Beach County and the Board of County Commissioners are included as an Additional Insured.

**CERTIFICATE HOLDER**

Palm Beach County BOCC  
Property & Real Estate Mgt.  
Attn: Director  
3200 Belferde Road, Bldg 1169  
West Palm Beach FL 33406-1544 USA

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Aon Risk Services Inc. of New York*

Holder Identifier : 570025385479 Certificate No. :

**CERTIFICATE OF PROPERTY INSURANCE**

DATE (MM/DD/YY)  
May 08<sup>th</sup>, 2007

Coverage has been self-procured by the Insured.

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

**COMPANIES AFFORDING COVERAGE**

COMPANY  
**A** FSC INSURANCE LIMITED

INSURED  
Closter Farms, Inc,  
Attn: Chris Winterling  
1 North Clematis Street  
Suite 200  
West Palm Beach FL 33401 USA

COMPANY  
**B**  
COMPANY  
**C**  
COMPANY  
**D**

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERED PROPERTY	LIMITS		
A	<input checked="" type="checkbox"/> PROPERTY	FSC-ARP-2007-001	MARCH 24 <sup>th</sup> , 2007	MAY 01 <sup>st</sup> , 2008		BUILDING	\$	
	CAUSES OF LOSS					PERSONAL PROPERTY	\$	
	<input type="checkbox"/> BASIC					BUSINESS INCOME	\$	
	<input type="checkbox"/> BROAD					EXTRA EXPENSE	\$	
	<input type="checkbox"/> SPECIAL					BLANKET BUILDING	\$	
	<input type="checkbox"/> EARTHQUAKE					BLANKET PERS PROP	\$	
	<input type="checkbox"/> FLOOD					<input checked="" type="checkbox"/> BLANKET BLDG & PP	\$10,000,000	
	<input type="checkbox"/> INLAND MARINE					\$		
	TYPE OF POLICY					\$		
	CAUSES OF LOSS					\$		
	<input type="checkbox"/> NAMED PERILS					\$		
	<input type="checkbox"/> OTHER					\$		
	<input type="checkbox"/> CRIME					\$		
	TYPE OF POLICY					\$		
	<input type="checkbox"/> BOILER & MACHINERY					\$		
	<input type="checkbox"/> OTHER					\$		

RECEIVED  
MAY 16 2007

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY

Re: Closter Farms, Inc.

SPECIAL CONDITIONS/OTHER COVERAGES

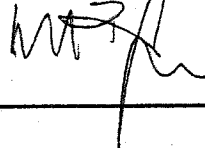
**CERTIFICATE HOLDER**

Palm Beach County  
Facilities Development & Operations  
Department-Property & Real Estate  
Management Division  
3323 Belvedere Road, Building 503  
West Palm Beach FL 33406 USA

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

 08.05.2007

# CLOSTER FARMS, INC.

## Certificate

The undersigned, Daniel D. Ross, as Vice President and Assistant Secretary of Closter Farms, Inc., a Florida corporation (the "Corporation"), hereby certifies that the following resolutions were adopted by the Board of Directors on June 1, 2000, and such resolutions are currently outstanding, in full force and effect and have not been modified, amended or rescinded in any manner:

"1. The Corporation is authorized and permitted to engage in the following activities subject to such limitations as are or may be prescribed by law and the Articles of Incorporation and Bylaws of the Corporation:

(a) To accept, acquire, receive and hold by bequest, devise, grant, gift, purchase, exchange, lease, transfer, or otherwise, as the objectives and purposes of the Corporation may require, any property, both real and personal and both tangible and intangible, of whatever nature and description and wherever situated;

(b) To sell, exchange, convey, mortgage, lease, transfer or otherwise dispose of any such property, both real and personal and both tangible and intangible, as the objectives and purposes of the Corporation may require;

(c) To borrow money and, from time to time, to make, accept, endorse, execute and issue bonds, debentures, promissory notes, both secured and unsecured, bills of exchange, any other debt instruments and other obligations of the Corporation for associated indebtedness or monies borrowed or in payment for property acquired or for any of the other objectives and purposes of the Corporation, and to secure the payment of any such obligations by mortgages, pledge, deed, indenture, agreement or other instrument of trust, or by other lien upon, assignment of, or agreement in regard to all or any part of the property, rights or privileges of the Corporation, wherever situated;

(d) To guaranty or provide the security for the debts, obligations, commitments or promises of any subsidiary or affiliated companies or entities;

(e) To invest or reinvest its funds in stocks, bonds, debentures, mortgages or other investments or securities and property;

(f) To maintain a margin account and to conduct business in the margin account in the same fashion in which an individual may conduct business, including, but not limited to, buying on margin, selling short, buying and selling options, maintaining a special subscription account and dealing in commodities; and

(g) In general, to engage in such other activities, which now are or which hereinafter may be conferred by law upon a corporation, necessary or incidental to the activities so conferred herein above or conducive to effectuate or attain the objectives and purposes of the Corporation, subject to any restrictions and limitations set forth in the Articles of Incorporation and Bylaws of the Corporation.

2. The following officers are authorized and directed, for and on behalf of the Corporation, to execute any documents and perform such acts as they deem necessary or appropriate to effectuate the foregoing actions:

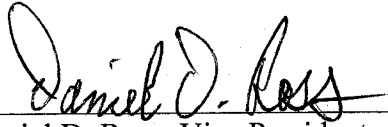
Alberto S. Recio	-	President
Donald W. Carson	-	Executive Vice President and Assistant Secretary
Erik J. Blomqvist	-	Vice President and Treasurer
Luis J. Fernández	-	Vice President
Oscar R Hernández	-	Vice President
Armando A. Tabernilla		Vice President, General Counsel and Secretary

3. Any of the officers identified in the foregoing action are authorized on behalf of the Corporation to: (a) open and close bank accounts in the name of the Corporation, including disbursement accounts and depository accounts for the collection of receipts, with such bank or banks as such officer may select; (b) execute agreements with such bank or banks as such officer may select providing for other banking services, including, but not limited to, lockbox, safe deposit, information retrieval, foreign exchange, and the transfer of funds from accounts of the Corporation to accounts of the Corporation or to accounts of any other person or entity pursuant to instructions by authorized officers of the Corporation transmitted to the bank in writing or through electronic means or by telephone; (c) designate in writing the individual or individuals, by name and by title, authorized to sign by hand or with facsimile signature orders for the payment of money (including checks, drafts, acceptances, and other instruments) from any account of the Corporation and the number of signatures required (d) designate in writing the individual or individuals, by name and by title, from which the banks are authorized to accept instructions with respect to foreign exchange and the transfer of funds from accounts of the Corporation; and (e) designate in writing any limitations of authority concerning the individuals designated pursuant to (c) and (d) above.

4. The Board of Directors adopts, as if expressly set forth herein, the form of any resolutions required by any bank to effect the foregoing action if (a) in the opinion of the officer of the Corporation executing the same, the adoption of such resolutions is necessary or desirable and (b) the Secretary or Assistant Secretary of the Corporation evidences such adoption by inserting in the minute book of the Corporation copies of such resolutions, which will thereupon be deemed to be adopted by the Board of Directors with the same force and effect as if adopted in this written consent.”

Dated February 22, 2008

**CLOSTER FARMS, INC.**  
a Florida corporation

By:   
Daniel D. Ross, Vice President  
and Assistant Secretary