

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	_____	_____	_____
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No _____
 Budget Account No: Fund _____ Department _____ Unit _____ Object _____
 Reporting Category _____

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

No fiscal impact. The Option Contract is in consideration of AECOA's agreement to construct aircraft storage hangars on the Lantana Airport. The Option Contract provides AECOA with the option to lease property in the future at a rate to be determined by appraisal.

C. Departmental Fiscal Review: *Michael Simon*

III. REVIEW COMMENTS

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

[Signature] 2-4-09
[Signature] 2/4/09 OFMB
[Signature] 2/4/09

[Signature] 2/5/09
 Contract Dev. and Control
 This Contract complies with our contract review requirements.

B. Legal Sufficiency:

[Signature] 2/10/09
 Assistant County Attorney

C. Other Department Review:

 Department Director

**OPTION CONTRACT FOR GROUND LEASE AGREEMENT
PALM BEACH COUNTY PARK AIRPORT**

THIS OPTION CONTRACT FOR GROUND LEASE AGREEMENT is made and entered into this _____ by and between **Palm Beach County**, a political subdivision of the State of Florida, ("County") and **A.E.C.O.A., Inc.**, a Florida corporation, having an address 315 Fairway Court, Atlantis, FL 33462 ("A.E.C.O.A."). County and A.E.C.O.A. are sometimes referred to herein individually as a "party" and collectively as the "parties".

WITNESSETH:

1. Definitions.

1.1 "Airport" - means the Palm Beach County Park Airport, owned and operated by Palm Beach County, located in Palm Beach County, Florida.

1.2 "Department" - the Palm Beach County Department of Airports.

1.3 "Contract" - this instrument, together with all exhibits, addenda, and proper amendments hereto.

1.4 "CPA Report" - has the meaning provided in Section 5 below.

1.5 "Effective Date" - this Contract 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.

1.6 "FAM Lease" - that certain Lease Agreement between Florida Airmotive, Inc., and County dated May 13, 1986 (R-86-712), for the lease of certain real property at the Palm Beach County Park Airport located in Palm Beach County, Florida for a period of twenty (20) years commencing on April 1, 1989, with one (1) five (5) year option to renew. The parties acknowledge that Florida Airmotive, Inc., noticed its intent to renew the FAM Lease in a letter to the Palm Beach County Department of Airports dated June 6, 2008.

1.7 "Ground Lease Agreement" - the Ground Lease Agreement attached hereto and incorporated herein as Exhibit "A".

1.8 "Sublease Agreements" - that certain Sublease Agreement between Florida Airmotive, Inc., and A.E.C.O.A. dated June 1, 2008, for the sublease of certain real property located on the Airport for construction of two (2) hangars, commonly referred to as hangar plots 605 and 607, and that certain Sublease Agreement between Florida Airmotive, Inc., and A.E.C.O.A. dated April 2, 2008, for the sublease of certain real property located on the Airport for the construction of two (2) hangars, commonly referred to as hangar plots 609 and 611.

1.9 "Option" - has the meaning provided in Section 2 below.

1.10 "Property" - that certain real property located on the Airport, which is more particularly described in Exhibit "B", attached hereto and made a part hereof.

2. Option. In consideration of the mutual covenants herein contained, and various other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County hereby grants to A.E.C.O.A. an option (the "Option") to lease the Property in accordance with the terms and conditions of this Contract and the Ground Lease Agreement.

3. Exercise of Option. Not less than one hundred twenty (120) days prior to the expiration of the FAM Lease, A.E.C.O.A. may deliver written notice to County in accordance with the notice provisions of this Contract stating that A.E.C.O.A. is exercising the Option, provided that: (a) no default (or event which with the passage of time or giving of notice would constitute a default) then exists by A.E.C.O.A. as subtenant under the Sublease Agreements or this Contract; (b) the Sublease Agreements remain in full force and effect; and (c) the provisions of Section 5 has been satisfied.

Upon such timely exercise by A.E.C.O.A. and the termination of the FAM Lease, County shall lease to A.E.C.O.A. and A.E.C.O.A. shall lease from County the Property upon, and subject to, the terms and conditions set forth in the Ground Lease Agreement and this Contract. A.E.C.O.A. acknowledges and agrees nothing in this Contract shall be construed as offering A.E.C.O.A. the Option to lease the Property prior to the expiration of the FAM Lease, including all renewal terms. The Option and this Contract shall automatically terminate if the Option is not exercised by A.E.C.O.A. in compliance with this paragraph, time being of the essence.

4. **Rental Rate.** Prior to the effective date of the Ground Lease Agreement, the initial rental rate for the Property shall be determined by an appraisal obtained by County, which shall set forth the fair market ground rental for the Property. The appraisal shall be performed, at County's sole cost and expense, by a qualified appraiser selected by County. County shall notify A.E.C.O.A. in writing of the fair market rental of the Property as established by the appraisal.

5. **Improvements.** A.E.C.O.A. shall construct four (4) aircraft storage hangars within the Property in accordance with the plans and specifications approved by the Department and all local, state and federal laws, including, but not limited to, local building and fire codes. Any alterations to the plans or specifications shall be submitted for review and approval by the Department. All improvements shall be constructed at no expense to County or the Department. Within sixty (60) days of A.E.C.O.A.'s receipt of a certificate of occupancy for the hangars to be constructed upon the Property, A.E.C.O.A., at its sole cost and expense, shall have prepared and deliver to the Department: (a) one (1) complete set of as-built Mylar drawings and one (1) set of Auto CADD files in the latest version acceptable by the Department; and (b) a detailed statement attested to and certified by an independent Certified Public Accountant, acceptable to County, detailing the total costs incurred by A.E.C.O.A. for the construction of the hangars ("CPA Report"). A.E.C.O.A. shall also provide copies of all certificates of occupancy for the improvements constructed on the Premises to the Department within thirty (30) days of issuance. The CPA Report shall be incorporated in and become a part of the Ground Lease Agreement as provided for therein. In the event the aircraft storage hangars constructed upon the Property and the associated improvements are damaged by fire or other casualty, in whole or in part, during the term of this Contract, A.E.C.O.A. shall restore the improvements to the condition existing prior to such damage. In the event A.E.C.O.A. fails to complete such restoration, County shall have the option of terminating this Contract upon thirty (30) days prior written notice to A.E.C.O.A.

6. **Maintenance of Improvements.** A.E.C.O.A. shall maintain and repair all improvements constructed on the Property, including, but not be limited to, all aircraft apron areas, buildings and improvements thereon) during the term of the Sublease Agreements. Maintenance and repairs shall be in quality and class comparable to the original work, to preserve the Premises in good order and condition. A.E.C.O.A. shall keep all aircraft apron areas, buildings and other improvements in good, tenantable, useable condition throughout the term of the Sublease Agreements. A.E.C.O.A. shall also comply with all applicable local, state and federal laws, Airport Rules and Regulations (Palm Beach County Resolution 98-220, as amended) and general aviation minimum standards, as now or hereafter adopted, including, but not limited to, laws related to protection of the human health and the environment.

7. **Condition of the Property.** A.E.C.O.A. acknowledges that it has inspected the Property, and agrees to accept the Property in its "AS IS CONDITION" and agrees that County has not made and is not making any warranties or representations whatsoever relating to the Property, including, but not limited to, those relating to its value, County's title to the property, the environmental condition of the Property, the physical condition of the Property or any improvements located thereon, ownership of the improvements located on the Property, or the suitability of the Property for any intended use or the legal ability of A.E.C.O.A. to use the Property for its intended use. Without in any way limiting the generality of the foregoing, A.E.C.O.A. specifically acknowledges and agrees that it hereby waives, releases and discharges any claim it has, might have had or may have against County with respect to this transaction or the Property, including, but not limited to, its value, title, suitability, zoning, or its environmental or physical condition either patent or latent.

8. **Indemnification.** A.E.C.O.A. 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 Contract, including, but not limited to, any action related to ownership of the improvements to be constructed on the Property. A.E.C.O.A. acknowledges the broad nature of this indemnification and hold-harmless clause and that County would not enter into this Lease without the inclusion of such clause, and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by County in support of this indemnification in accordance with laws of the State of Florida. The obligations arising under this Section 8 shall survive the expiration or termination of this Contract.

9. Default

9.1 General. County shall be in default if County fails to comply with the terms and conditions of this Contract to be performed or observed by County. A.E.C.O.A. shall be in default if A.E.C.O.A. fails to comply with the terms and conditions of this Contract to be performed or observed by A.E.C.O.A..

9.2 Cure. In the event of any default hereunder, the party declaring such default shall notify the other party in writing specifying such default and the party receiving such notice shall have seven (7) days thereafter within which to cure such default; provided, however, that if the nature of either party's default is such that more than seven (7) days are reasonably required for its cure, then the defaulting party shall not be deemed to be in default if such cure is commenced within such seven (7) day period and thereafter diligently pursues such cure to completion.

9.3 Remedies.

a. In the event any default by County is not cured, A.E.C.O.A. may, as its sole remedies, either: (a) cancel this Contract and the Option upon notice to County, or (b) obtain specific performance of County's obligations hereunder.

b. In the event any default by A.E.C.O.A. is not cured, County may, at its option, either: (a) cancel this Contract and the Option upon notice to A.E.C.O.A., or (b) obtain specific performance of A.E.C.O.A.'s obligations hereunder.

c. The rights and remedies set forth in this Section 9.3 shall be deemed exclusive and in no event shall either party be entitled to any other recourse against the other party by virtue of any default under this Contract.

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

10.1 County:

Palm Beach County
Department of Airports
Attn: Deputy Director, Airports Business Affairs
846 Palm Beach International Airport
West Palm Beach, Florida 33406
Fax: 561-471-7427

With a copy to:

County Attorney's Office
Attn: Airport Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401-4791
Fax: 561-355-4398

10.2 A.E.C.O.A.:

A.E.C.O.A., Inc.
315 Fairway Court
Atlantis, FL 33462
Fax: _____

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

11. **Real Estate Broker.** Each party represents and warrants to the other that it has not dealt with any broker, salesman, agent, or finder in connection with this transaction and A.E.C.O.A. agrees to indemnify, defend, save, and hold County harmless from the claims and demands of any real estate broker, salesman, agent or finder claiming to have dealt with A.E.C.O.A.. All indemnities provided for in this Section 10 shall include, without limitation, the payment of all costs, expenses, and attorney's fees incurred or expended in defense of such claims or demands. The terms of this Section shall survive the termination of this Contract.

12. **Assignment.** A.E.C.O.A. shall have no right to assign this Contract without County's prior written consent, which consent County may withhold in its sole and absolute discretion. Any assignment of this Contract made by A.E.C.O.A. without County's consent shall be void and without legal effect.

13. **Governing Law & Venue.** This Contract 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 Contract shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

14. **Binding Effect.** This Contract shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective legal representatives, successors, and assigns.

15. **Time of Essence.** Time is of the essence with respect to the performance of each and every provision of this Contract where a time is specified for performance.

16. **Integration.** This Contract constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof, and may not be modified or amended, except in a writing signed by all of the parties hereto.

17. **Non-discrimination.** The parties agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, gender expression or identity, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Contract.

18. **Construction.** No party shall be considered the author of this Contract since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Contract. Thus, the terms of this Contract 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 Contract and the same shall remain in full force and effect.

19. **Entire Understanding.** This Contract represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, written or oral, relating to this Contract.
20. **Waiver.** No waiver of any provision of this Contract shall be effective against any party hereto unless it is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.
21. **Amendment.** This Contract may be modified and amended only by written instrument executed by the parties hereto.
22. **Incorporation by Reference.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Contract by reference.
23. **Approvals.** In the event this Contract is silent as to the standard for any consent, approval, determination, or similar discretionary action, the standard shall be at the sole, absolute and unfettered discretion of County or the Department, rather than any implied standard of good faith, fairness or reasonableness. Wherever this Contract requires County's or the Department's consent or approval or permits County or the Department to act, such consent, approval or action may be given or performed by the Director of the Department. If A.E.C.O.A. requests County or the Department's consent or approval pursuant to any provision of this Contract and County or the Department fails or refuses to give such consent, A.E.C.O.A. shall not be entitled to any damages as a result of such failure or refusal, whether or not unreasonable.
24. **Recording.** A.E.C.O.A. shall not record this Contract or any memorandum, affidavit, or other instrument making reference to this Contract in any public records.
25. **Time Computation.** Any references in this Contract to time periods of less than six (6) days shall, in the computation thereof, exclude Saturdays, Sundays, and federal or state legal holidays; any time period provided for in this Contract that shall end on a Saturday, Sunday, or federal or state legal holiday shall extend to 5:00 p.m. (EST) of the next day that is not a Saturday, Sunday, or federal or state legal holiday.
26. **Radon Gas.** 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 testing may be obtained from your County public health unit.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, County has caused this Contract to be signed by the Chair of the Board of County Commissioners and the seal of the Board to be affixed hereto and attested by the Clerk of the Board, pursuant to the authority granted by the Board, and A.E.C.O.A. has caused these presents to be signed in its lawful name by its duly authorized officer, acting on behalf of A.E.C.O.A., and the seal of A.E.C.O.A. to be affixed hereto the day and year first written above.

SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, a Political Subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Chair

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO THE TERMS AND CONDITIONS

Assistant County Attorney

[Signature]

Director, Department of Airports

Signed, sealed and delivered in the presence of two (2) witnesses for A.E.C.O.A.:

A.E.C.O.A., Inc., a Florida corporation

[Signature]

Signature
SANDY CAFF

Print Name

By: *[Signature]*

Name: RUDOLF ROTH

Title: President

[Signature]

Signature
LAURA DANOWSKI

Print Name

(Corporate Seal)

**EXHIBIT "A" TO OPTION CONTRACT
GROUND LEASE AGREEMENT**

**GROUND LEASE AGREEMENT
PALM BEACH COUNTY PARK AIRPORT**

Department of Airports

Palm Beach County, Florida

**GROUND LEASE AGREEMENT
PALM BEACH COUNTY PARK AIRPORT**

THIS GROUND LEASE AGREEMENT (this "Lease") is made and entered into this _____, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and A.E.C.O.A., Inc., a Florida corporation, having its office and principal place of business at 315 Fairway Court, Atlantis, FL 33462 ("Tenant"). County and Tenant are sometimes referred to herein individually as a "party" and collectively as the "parties".

WITNESSETH:

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

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

WHEREAS, Tenant desires to lease certain ground area for the purpose of operating and maintaining aircraft storage hangars at the Airport; and

WHEREAS, Tenant has indicated a willingness and demonstrated the ability to properly keep, maintain and improve said ground area and the improvements to be constructed thereon 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 other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions:

ARTICLE 1
RECITALS

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

ARTICLE 2
DEFINITIONS

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

- 2.01 "Additional Insured" has the meaning set forth in Section 11.08.
- 2.02 "Adjustment Date" has the meaning set forth in Section 5.03(A).
- 2.03 "Airport" means the Palm Beach County Park Airport located in Palm Beach County, Florida.
- 2.04 "Airport Rules and Regulations" means the Palm Beach County Airport Rules and Regulations adopted by Resolution No. R-98-220, as now or hereafter amended, and any successor ordinance or resolution regulating activities or operations on the Airport.
- 2.05 "Bond Resolution" means the Palm Beach County Airport System Revenue Bond Resolution dated April 3, 1984 (R-84-427), as amended and supplemented, which is hereby incorporated herein by reference and made a part hereof.
- 2.06 "Board" means the Board of County Commissioners of Palm Beach County, Florida.
- 2.07 "Buy-Out Notice" has the meaning provided in Section 6.06.

2.08 "CPA Report" means the detailed statement attested to and certified by an independent Certified Public Accountant, detailing the total costs incurred by Tenant for the construction of the improvements located on the Premises, which was provided to County in accordance with that certain Option Contract for Ground Lease Agreement between County and Tenant, dated _____, _____, and is attached hereto as Exhibit "A".

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

2.10 "Director" means the Director of the Palm Beach County Department of Airports.

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

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

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

2.13 "Effective Date" means the date that this Lease is approved by the Board and signed by all parties.

2.14 "FAA" means the Federal Aviation Administration.

2.15 "Minimum Standards" means the minimum standards for commercial aeronautical activities for the Airport, as hereafter adopted, amended and any successor general aviation minimum standards adopted for the Airport.

2.16 "Plans" have the meaning set forth in Section 6.02(A).

2.17 "Premises" means approximately _____ square feet of real property more particularly described on Exhibit "B", subject to easements, rights-of-way and any other encumbrances of record, and includes any improvements now or hereafter constructed thereon.

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

2.19 "Sublease Agreements" - that certain Sublease Agreement between Florida Airmotive, Inc., and Tenant dated June 1, 2008, for the sublease of certain real property located on the Airport for construction of two (2) hangars, commonly referred to as hangar plots 605 and 607, and that certain Sublease Agreement between Florida Airmotive, Inc., and Tenant dated April 2, 2008, for the sublease of certain real property located on the Airport for the construction of two (2) hangars, commonly referred to as hangar plots 609 and 611.

2.20 "Term" has the meaning set forth in Article 3.

2.21 "TSA" means the Transportation Security Administration or any successor agency responsible for airport security.

ARTICLE 3
TERM

3.01 The term of this Lease shall commence on _____, _____ (“Commencement Date”) and expire on May 31, 2029 (the “Term”). Provided that Tenant has not been in default of this Lease, Tenant shall have one (1) five (5) year option to renew this Lease. Tenant shall provide County with written notice of its intent to renew this Lease no less than one hundred twenty (120) days prior to the expiration of the Term.

ARTICLE 4
PREMISES AND PRIVILEGES

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

4.02 Description of Specific Privileges, Uses and Rights. Tenant shall have the right to use the Premises for the purpose of storage of aircraft.

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

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

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

Except as expressly set forth in this Section 4.04, nothing in this Lease shall be construed to grant to Tenant 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.

4.05 Compliance with Minimum Standards. Tenant agrees to comply with the requirements set forth in the Minimum Standards applicable to Tenant’s operations at the Airport. In the event of a conflict between this Lease and the Minimum Standards, Tenant acknowledges and agrees that the more stringent requirement shall apply to Tenant’s operations hereunder, as determined by the Department.

4.06 Condition and Use of the Premises. Tenant expressly acknowledges that it has inspected the Premises and Airport and accepts both in their “AS IS CONDITION” and “WITH ALL FAULTS,” together with all defects, latent and patent, if any. Tenant further acknowledges that County has made no representations or warranties of any nature whatsoever regarding the Airport or the Premises, including, but not limited to, the physical and/or environmental

condition of the Premises or any improvements located thereon; the value of the Premises or improvements; the zoning of the Premises; title to the Premises; the suitability of the Premises or any improvements for Tenant's intended use; or Tenant's legal ability to use the Premises for Tenant's intended use.

ARTICLE 5
RENTAL, FEES, CHARGES AND SECURITY DEPOSIT

5.01 Ground Rental. Tenant shall pay to County an initial annual ground rental of _____ per square foot, for approximately _____ square feet of ground, or \$ _____ annually, payable in equal monthly installments.

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

5.03 Adjustment of Rentals.

- (A) On October 1, 2010, and each three (3) year anniversary thereof (the "Adjustment Date"), the then current rental rate shall be adjusted in accordance with the provisions of this paragraph. The new rental rate shall be determined by an appraisal obtained by County, which shall set forth the fair market ground rental for the Premises (excluding any improvements). The appraisal shall be performed, at County's sole cost and expense, by a qualified appraiser selected by County. County shall notify Tenant in writing of the fair market rental of the Premises as established by the appraisal, which shall become the new rental rate for the Premises. Tenant shall commence paying the new rental rate on the Adjustment Date. The new rental rate shall not be less than the rental rate for the prior period. This Lease shall automatically be considered as amended to reflect the new rental rate, without formal amendment hereto, upon County's written notification of the establishment of the new rental rate applicable to the Premises.
- (B) If Tenant exercises its option to renew, Tenant shall pay building rental, as provided in this paragraph, on the buildings and improvements located on the Premises. The initial building rental to be paid by Tenant in accordance with this paragraph shall be determined by appraisal. County may utilize the appraisal process set forth in Article 5.03(A), or may, at its sole option, elect to cause a separate appraisal, utilizing the same methodology for appraisals obtained pursuant to Article 5.03(A), to be performed, which may occur on a different date than the Adjustment Date; provided that the appraiser is an independent qualified M.A.I. appraiser. Rental established pursuant to this paragraph shall be adjusted in accordance with this Article 5.
- (C) Notwithstanding the foregoing, the rentals payable hereunder shall not exceed an amount that would be obtained by multiplying the rentals established as of the Effective Date by a fraction, the numerator of which shall be the "Consumer Price Index" (as hereinafter defined) figure for May of the calendar year in which such adjustment is to become effective and the denominator of which shall be the Consumer Price Index figure for April of the calendar year in which this Lease became effective.
- (D) For the purposes hereof, the Consumer Price Index shall mean the Consumer Price Index for Urban Wage Earners and Clerical Workers, United States city average, all items (1982 - 1984 = 100) or any successor thereto as promulgated by the Bureau of Labor Statistics of the United States Department of Labor. In the event that the Consumer Price Index ceases to use the 1982 - 1984 average of one hundred (100) as the basis of calculation, or if a substantial change is made in terms of particular items contained in the Consumer Price Index, then the

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

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

5.04 Late Payments - Interest. Tenant shall pay to County interest at the rate of one and one-half percent (1 ½%) per month on any late payments commencing ten (10) days after the amounts are due. Acceptance of late payments by County shall not constitute a waiver of Tenant's default by County with respect to such overdue amount, nor prevent County from terminating this Lease for default in the payment of rentals, fees or charges due to County pursuant to this Lease or from enforcing any other provisions, rights, or remedies granted herein, or conferred by law.

5.05 Security Deposit. Prior to the Effective Date of this Lease, Tenant shall post a security deposit with County equal to three (3) monthly installments of rental ("Security Deposit"). The Security Deposit shall serve as security for the payment of all sums due to County and shall also secure the performance of all obligations of Tenant to County. The Security Deposit shall be either in the form of a cash deposit, clean, irrevocable letter of credit ("Letter of Credit") or a surety bond ("Bond") in form and substance satisfactory to County. In the event of any failure by Tenant to pay any rentals or charges when due or upon any other failure to perform any of its obligations or other default under this Lease, then in addition to any other rights and remedies available to County at law or in equity, County shall be entitled to draw on the Security Deposit and apply same to all amounts owed. Upon notice of any such draw, Tenant shall immediately replace the Security Deposit with a new Letter of Credit, Bond or cash deposit in the full amount of the Security Deposit required hereunder. Tenant shall promptly increase the amount of the Security Deposit to reflect any increases in the sums payable hereunder. The Security Deposit shall be kept in full force and effect throughout the Term of this Lease and any extension thereof and for a period of three (3) months after the termination of this Lease. Not less than forty-five (45) days prior to any expiration date of a Letter of Credit or Bond, Tenant shall submit evidence in form satisfactory to County that such security instrument has been renewed. Failure to renew a Letter of Credit or Bond or to increase the amount of the Security Deposit as required by this Section 5.05 shall: (i) entitle County to draw down the full amount of such Security Deposit, and (ii) constitute a default of this Lease entitling County to all available remedies. The Security Deposit shall not be returned to Tenant until all obligations under this Lease are performed and satisfied. Prior to consent from County to any assignment of this Lease by Tenant, Tenant's assignee shall be required to provide a Security Deposit to County in accordance with the terms and conditions of this Section 5.05.

5.06 Triple Net Lease. This Lease shall be deemed to be "triple net" without cost or expense to County including, but not limited to, cost and expenses relating to taxes, insurance, and the maintenance and operation of the Premises. Unless otherwise expressly stated herein, Tenant shall have no obligation to pay, or reimburse County for any taxes, insurance, maintenance and operation expenses relating to airport property other than the Premises.

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

5.08 Additional Rent. Any and all sums of money or charges required to be paid by Tenant under this Lease other than the annual rent shall be considered "Additional Rent",

whether or not the same is specifically so designated and County shall have the same rights to enforce due and timely payment by Tenant of all Additional Rent as are available to County with regards to annual rent.

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

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

ARTICLE 6 CONSTRUCTION OF IMPROVEMENTS

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

6.02 Construction Requirements.

- (A) Prior to constructing any improvements on the Premises or the Airport, Tenant, without cost to County, shall prepare detailed preliminary construction plans and specifications for the improvements (hereinafter collectively referred to as the "Plans") in accordance with standards established by the Department and deliver the preliminary Plans to the Department for review, comment and adjustment. The Department shall review the preliminary Plans and provide a written response to Tenant after receipt of the preliminary Plans. In the event the Department does not approve the preliminary Plans, Tenant will be notified of the reasons for the disapproval and the necessary modifications and/or alterations to the Plans. Tenant shall resubmit modified Plans to the Department within thirty (30) days of the date of the Department's written notice of disapproval. Within one hundred twenty (120) days following approval of the preliminary Plans by the Department, Tenant shall prepare or cause to be prepared final working Plans in substantial conformity to the preliminary Plans and shall submit the final working Plans to the Department for approval. Upon approval of the final working Plans by the Department, Tenant shall obtain all permits and other government approvals required for the commencement of construction. Prior to commencement of construction, Tenant shall deliver to the Department one complete set of the final working Plans as approved by the governmental agencies exercising jurisdiction thereover. Minor changes from the final working Plans shall be permitted if such changes may be reasonably inferred from the final working Plans, or if they are made to comply with requirements of any governmental agency exercising jurisdiction thereover.

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

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

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

6.05 No Liens. Tenant agrees that nothing contained in this Lease shall be construed as consent by County to subject the estate of County to liability under the Construction Lien Law of the State of Florida and understands that County's estate shall not be subject to such liability. Tenant shall notify any and all parties or entities performing work or providing materials relating to any improvements made by Tenant of this provision of this Lease. If so requested by County, Tenant shall file a notice satisfactory to County in the Public Records of Palm Beach County, Florida, stating that County's estate shall not be subject to liens for improvements made by Tenant. In the event that a construction lien is filed against the Premises or other County property in connection with any work performed by or on behalf of Tenant, Tenant shall satisfy such claim, or transfer same to security, within thirty (30) days from the date of filing. In the event that Tenant fails to transfer or satisfy such claim within the thirty (30) day period, County may do so and thereafter charge Tenant all costs incurred by County in connection with the satisfaction or transfer of such claim, including attorneys' fees, and Tenant shall promptly pay to County all such costs upon demand, as Additional Rent.

6.06 County Buy-Out of Improvements. County shall have the right at any time after the Effective Date to terminate this Lease as provided in this Section 6.06. County's decision to terminate this Lease pursuant to this Section 6.06 shall be conclusive and not subject to challenge by Tenant or any other person or entity whatsoever. This Lease may be terminated by County, without cause, under the following conditions:

- (A) County may exercise its option to terminate this Lease, by giving Tenant one hundred twenty (120) calendar days advance written notice to that effect ("Buy-Out Notice"). The date of termination of this Lease shall occur on the later to occur of: (i) the one hundred twenty (120) calendar days following date of the Buy-Out Notice; or (ii) such date as is specified in the Buy-Out Notice.

- (B) If County exercises its option to terminate this Lease, County will purchase from Tenant the improvements constructed by Tenant on the Premises identified in the CPA Report. The value of the improvements shall be determined by subtracting accumulated depreciation from the total certified cost of the improvements as established by the CPA Report. Accumulated depreciation shall be calculated on a straight line basis (commencing on the date of issuance of the certificate of occupancy for the first hangar constructed on the Premises pursuant to the Sublease Agreements) such that annual depreciation is the same throughout the life of the improvements and at the end of the Term value of the improvements is equal to zero. Accumulated depreciation shall also include any pro rata annual depreciation for any periods less than a year calculated on a monthly basis, rounded up to the nearest whole monthly period.
- (C) Tenant shall provide County with a bill of sale or other evidence of transfer of ownership of improvements together with evidence satisfactory to County that improvements are free from liens, mortgages and other encumbrances.
- (D) In the event of termination pursuant to this Section 6.06, Tenant agrees that County shall not be liable for, and Tenant hereby waives any claims for lost profits, economic losses or other consequential damages.

ARTICLE 7
OBLIGATIONS OF TENANT

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

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

7.03 Tenant shall take all reasonable measures to:

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

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

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

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

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

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

7.09 Tenant shall not overload any floor or paved area on the Premises and shall repair at its sole cost and expense, any floor, including supporting members, and any paved area damaged by overloading.

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

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

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

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

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

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

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

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

ARTICLE 8
MAINTENANCE AND REPAIR

8.01 Cleanliness of Premises/Maintenance. Tenant shall, throughout the Term and any extension thereof, be responsible for all repairs and maintenance of the Premises (which shall include, but shall not be limited to, all aircraft apron areas, buildings and improvements thereon), whether such repair or maintenance be ordinary or extraordinary, structural or otherwise. Maintenance and repairs shall be in quality and class comparable to the original work, to preserve the Premises in good order and condition. Tenant shall be required to keep all aircraft apron areas, buildings and other improvements in good, tenantable, useable condition throughout the Term and any extension thereof, and without limiting the generality thereof, Tenant shall:

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

8.02 Inspections. The Department shall have the right to enter the Premises at reasonable times to inspect same for the purpose of determining whether Tenant is in compliance with the requirements of this Lease. In the event Tenant is not in compliance with this Lease, as reasonably determined by the Department, the Department shall provide Tenant with written notice of such noncompliance. Tenant shall commence corrective action to remedy such noncompliance to the satisfaction of the Department upon receipt of the notice of noncompliance. If corrective action is not immediately initiated and pursued in a diligent manner to completion, the Department may cause the same to be accomplished. Tenant agrees that Tenant shall assume and be liable to County for payment of all costs incurred by County, plus a twenty-five percent (25%) administrative overhead fee, which costs and administrative overhead fee shall constitute additional rent hereunder and shall be due and payable within thirty (30) calendar days of the date of the Department's written notice. Notwithstanding any provision of this Lease to the contrary, Tenant agrees that authorized employees and representatives of

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

ARTICLE 9 UTILITIES

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

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

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

ARTICLE 10 AIRPORT SECURITY PROGRAM

10.01 Compliance with Security Requirements. Tenant agrees to observe all security requirements and other requirements of the FAA, TSA, County and Department applicable to Tenant operations, as now or hereafter amended, including, but not limited to, Title 49, Parts 1500 et al., of the Code of Federal Regulations, to the extent applicable to Tenant and Tenant's activities hereunder.

10.02 Criminal History Background Checks. Tenant acknowledges that Tenant and its employees, contractors and agents may be subject to federal and state criminal history record check requirements under federal, state and/or local laws, as may now exist or as may hereafter be enacted, including, but not limited to the Palm Beach County Criminal History Record Check Ordinance (Ordinance No. 2003-030), which laws may require Tenant to remove or restrict access of individuals who are not in compliance with the requirements of such laws. Tenant agrees to comply with and to require its employees, contractors and agents to comply with all federal, state and local criminal history record check requirements, including, but not limited to, the Palm Beach County Criminal History Record Check Ordinance and any access restrictions imposed thereunder. Tenant acknowledges and agrees that its employees, contractors and agents, who will have access to a "critical facility", as defined in the Palm Beach County Criminal History Record Check Ordinance, will be subject to a national and state fingerprint based criminal history records check. Tenant shall be solely responsible for the financial, scheduling and staffing implications associated with complying with the Palm Beach County Criminal History Record Check Ordinance.

10.03 Security Deficiency. Tenant agrees to rectify any security deficiency or other deficiency as may be determined as such by the Department, County, FAA or TSA. In the event Tenant fails to remedy any such deficiency, County may do so at the cost and expense of Tenant. Tenant acknowledges and agrees that County shall have the right to take whatever action is necessary to rectify any security deficiency or other deficiency as may be determined by the Department, County, FAA or TSA.

ARTICLE 11
INSURANCE REQUIREMENTS

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

11.01 Commercial General Liability/Airport Liability. Tenant shall maintain Commercial General Liability/Airport Liability Insurance with limits of liability not less than One Million Dollars (\$1,000,000) each occurrence, including coverage for, but not limited to, Premises/Operations, Products/Completed Operations, Contractual Liability, Personal/Advertising Injury and Cross Liability. This coverage shall be provided on a primary basis.

11.02 Hangarkeeper's Legal Liability. In the event that Tenant stores any aircraft within the improvements constructed on the Premises, Tenant shall maintain Hangarkeeper's Legal Liability Insurance providing coverage for property damage to aircraft that are the property of others while in the care, custody, or control of the Tenant (when such aircraft are not in flight), in an amount not less than One Million Dollars (\$1,000,000).

11.03 Business Auto Liability. Tenant shall maintain Business Automobile Liability Insurance with limits of liability not less than One Million Dollars (\$1,000,000) each occurrence for owned, non-owned and hired automobiles. In the event Tenant has no owned automobiles, Tenant shall maintain only Hired & Non-Owned Auto Liability Insurance. This coverage may be satisfied by way of endorsement to the Commercial General Liability/Airport Liability policy, or a separate Business Auto Liability policy. This coverage shall be provided on a primary basis.

11.04 Aircraft Liability. Tenant shall provide, or cause to be provided, in addition to any other liability insurance policy required herein, a separate aircraft liability policy with limits of not less than One Million Dollars (\$1,000,000) combined Single Limit each and every occurrence for Personal Injury including Bodily Injury/Death and Property Damage covering all aircraft used in such operations.

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

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

11.07 Property, Wind, & Flood Insurance. Tenant shall maintain:

- (1) Property insurance in an amount not less than one hundred percent (100%) of the total replacement cost of the buildings, betterments and improvements, including those made by or on behalf of Tenant as well as Tenant's contents located on the Premises. The settlement clause shall be on a Replacement Cost basis. Coverage shall be written with a Special - Cause of Loss (All-Risk) form and include an endorsement for Ordinance & Law in an amount not less than twenty-five percent (25%) of the Property insurance limit. This coverage shall be provided on a primary basis.

- (2) Flood insurance, regardless of the flood zone, in an amount not less than one hundred percent (100%) of the total replacement cost of the buildings, betterments and improvements, including, but not limited to, those made by or on behalf of Tenant as well as Tenant's contents, located on the Premises, or the maximum amount available from the National Flood Insurance Program. This coverage shall be provided on a primary basis.
- (3) Windstorm insurance, unless included as a covered peril in the property insurance, in an amount not less than one hundred percent (100%) of the total replacement cost of the building, betterments and improvements, including, but not limited to, those made by or on behalf of Tenant as well as Tenant's contents, located on the Premises, or the maximum amount available under the Florida Windstorm Underwriting Association. This coverage shall be provided on a primary basis.

11.08 Additional Insured Endorsement. Tenant shall endorse County as an "Additional Insured" on each liability insurance policy required to be maintained by Tenant, except for Worker's Compensation and Business Auto Liability policies. The CG 2011 Additional Insured - Managers or Lessors of Premises or its equivalent, shall be an endorsement to the Commercial General Liability policy. Other policies, when required, shall provide a standard "Additional Insured" endorsement offered by the insurer. The "Additional Insured" endorsements shall provide coverage on a primary basis. "Additional Insured" endorsements shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Palm Beach County Department of Airports, 846 Palm Beach International Airport, West Palm Beach, Florida 33406."

11.09 Loss Payee Endorsement. Tenant shall endorse County as a "Loss Payee" on the Property, Flood, and Windstorm insurance policies. "Loss Payee" endorsements shall provide coverage on a primary basis and shall read "Palm Beach County Board of County Commissioners, c/o Palm Beach County Department of Airports, 846 Palm Beach International Airport, West Palm Beach, Florida 33406."

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

11.11 Waiver of Subrogation. By entering into this Lease, Tenant agrees to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, Tenant shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. The requirements of this paragraph shall not apply to any policy, a condition to which the policy specifically prohibits such an endorsement, or voids coverage if Tenant enters into such an agreement on a pre-loss basis.

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

11.13 Deductibles, Coinsurance, & Self-Insured Retention. Tenant shall be fully and solely responsible for any deductible, coinsurance penalty, or self-insured retention; including

any losses, damages, or expenses not covered due to an exhaustion of limits or failure to comply with the policy.

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

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

ARTICLE 12 DAMAGE TO OR DESTRUCTION OF PREMISES

12.01 Removal of Debris. If the Premises, or any portion thereof, is damaged by fire, the elements or other casualty, Tenant shall promptly remove all debris resulting from such damage from the Premises and shall promptly take such actions and cause such repairs to be made to the Premises as will place the Premises in a neat and orderly condition and as are necessary for the safety of persons entering upon the Premises. If Tenant fails to promptly comply with the provisions of this Section 12.01, County may take such measures as it deems necessary to render the Premises in a neat, orderly, and safe condition. Tenant agrees that Tenant shall fully assume and be liable to County for payment of any costs incurred by County, plus a twenty-five percent (25%) administrative overhead fee, which costs and administrative overhead fee, shall be due and payable to County within thirty (30) days from the date of written notice provided by the Department.

12.02 Tenant's Obligations. Tenant assumes full responsibility for the condition of the Premises and the character, acts and conduct of all persons admitted to the Premises by or with the actual or constructive consent of Tenant or with the consent of any person acting for or on behalf of Tenant. If the Premises, or any portion thereof, during the Term or any extension thereof is damaged in any way whatsoever, whether by an act of God or by the act, default or negligence of Tenant, or Tenant's agents, employees, officers, representatives, guests, invitees, contractors, patrons or any person admitted to the Premises by Tenant or otherwise, Tenant shall, at its sole cost and expense, restore the Premises to the condition existing prior to such damage. Tenant shall commence restoration within sixty (60) days and shall diligently pursue such restoration to completion in accordance with the construction requirements set forth in Article 6. All repairs and restoration shall be made by Tenant at Tenant's sole cost and expense, in accordance with the construction requirements contained herein. If Tenant fails to restore the Premises as required by this Section 12.02, County shall have the right to enter the Premises and perform the necessary restoration. Tenant agrees that Tenant shall fully assume and be liable to County for payment of the costs of restoration, plus a twenty-five percent (25%) administrative overhead fee, which costs and administrative overhead fee, shall be due and payable to County within thirty (30) days from the date of the written notice provided by the Department.

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

ARTICLE 13

ENCUMBRANCES

Tenant shall not, in any manner, mortgage, pledge or otherwise encumber this Lease, the Premises or any improvements now existing or hereinafter erected or constructed upon the Premises without County's prior written consent. Any such encumbrance without County's approval shall be null and void. Tenant shall cause to be removed any and all liens of any nature arising out of or resulting out of or resulting from the performance of any work or labor performed upon the Premises or the furnishing of any materials for use upon the Premises, by, on behalf of or at the direction of Tenant, its employees, agents, contractors or subcontractors. This provision shall be construed to include a prohibition against any mortgage, pledge, or encumbrance by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

ARTICLE 14 TITLE TO IMPROVEMENTS

14.01 Title to Improvements Constructed During the Term. Tenant shall be deemed to be the owner of all improvements constructed by Tenant upon the Premises during the Term. Upon expiration of the Term or its sooner termination as provided herein, all improvements constructed or placed upon the Premises by Tenant, title to which has not previously vested in County hereunder, shall become the absolute property of County, and County shall have every right, title, and interest therein, free and clear of any liens, mortgages, and other encumbrances. Upon the request of County, Tenant shall provide County with a bill of sale or other evidence of the transfer of ownership of the improvements together with evidence satisfactory to County that the improvements are free from liens, mortgages and other encumbrances.

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

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

ARTICLE 15 EXPIRATION OF LEASE, DEFAULTS, REMEDIES AND TERMINATION

15.01 Expiration. This Lease shall automatically terminate at the end of the Term, unless renewed in accordance with Section 3.01 in which even this Lease shall automatically terminate at the end of the renewal term.

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

- (A) The vacating or abandonment of the Premises by Tenant.
- (B) The failure by Tenant to make payment of rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of three (3) days after written notice thereof from County to Tenant.
- (C) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than

described in paragraph (B) above and Section 19.04(G), where such failure continues for a period of thirty (30) days after written notice thereof from County to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within such thirty (30) day period and thereafter diligently pursues such cure to completion.

- (D) To the extent permitted by law, (i) the making by Tenant or any guarantor thereof of any general assignment, or general arrangement for the benefit of creditors; (ii) the filing by or against Tenant of a petition to have Tenant adjudged bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy [unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days]; (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

Notwithstanding any provision of this Lease, Tenant acknowledges and agrees that the Department may require Tenant to immediately cease any activity, which could result in an airport hazard or endanger safety of any other Airport user, as determined by the Department.

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

- (A) Declare the entire rent for the balance of the term or any part thereof due and payable forthwith, and bring an action for the recovery thereof.
- (B) Terminate Tenant's right to possession of the Premises by any lawful means and reenter and retake possession of the Premises for the account of Tenant, in which case the rent and other sums hereunder shall be accelerated and due in full, and Tenant shall be liable for the difference between the rent which is stipulated to be paid hereunder plus other sums as described herein and what County is able to recover from its good faith efforts to relet the Premises, which deficiency shall be paid by Tenant. Upon such reletting, all rentals received by County shall be applied, first to the payment of any indebtedness, other than rent due hereunder from Tenant; second, to the payment of any reasonable costs and expenses of such reletting, which shall include all damages incurred by County due to Tenant's default including, but not limited to, the reasonable cost of recovering possession of the Premises including reasonable attorneys' fees, and reasonable real estate commissions paid by County relating to the unexpired term of this Lease; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be paid to Tenant.
- (C) Treat this Lease as terminated and re-enter and re-take possession of the Premises for the account of County, thereby terminating any further liability under this Lease on the part of Tenant and County. Notwithstanding the foregoing, County shall have a cause of action to recover any rent remaining unpaid when County retakes possession of the Premises for the account of County.
- (D) Stand by and do nothing, holding Tenant liable for the rent as it comes due.
- (E) Pursue any other remedy now or hereinafter available to County under the laws of the State of Florida.

Notwithstanding anything in this Lease to the contrary, County shall have the right to bring an action for its damages upon the occurrence of a default by Tenant and County reserves

all rights which laws of the State of Florida confer upon a landlord against a tenant in default. Tenant hereby waives any additional notice Tenant may be entitled to pursuant to Florida law.

15.04 Termination by Tenant. Tenant may terminate this Lease, if Tenant is not in default of this Lease (including, but not limited to, its payments to County hereunder), by giving County sixty (60) days advance written notice, 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 for the purposes permitted hereunder, 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 herein required to be performed by County and the failure of County to remedy such default for a period of thirty (30) days after receipt from Tenant 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 Tenant's notice of cancellation; or in the event the same cannot be cured within such thirty (30) 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 Tenant, for a period of at least ninety (90) days.

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

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

ARTICLE 16 ASSIGNMENT, TRANSFER AND SUBLETTING

Tenant shall not, in any manner, assign, transfer or otherwise convey an interest in this Lease, or sublet the Premises or any part thereof ("Assignment"), without the prior written consent of Department, which consent may be granted or withheld at in Department's sole discretion for any reason or no reason at all. Any such attempted Assignment without Departmental approval shall be null and void. County may freely assign this Lease at any time without the consent of Tenant, 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, Tenant agrees that it shall recognize County's assignee as its new landlord under this Lease upon the effective date of such assignment. Tenant acknowledges and agrees that County may transfer any Security Deposit held by County to its assignee.

ARTICLE 17
INDEMNIFICATION

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

ARTICLE 18
ALTERATION OR ADDITIONS, SIGNS

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

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

ARTICLE 19
LAWS, REGULATIONS AND PERMITS

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

19.02 Permits and Licenses Generally. Tenant agrees that it shall, at its sole cost and expense, be strictly liable and responsible for obtaining, paying for, and maintaining current, and fully complying with, any and all permits, licenses and other governmental authorizations, however designated, as may be required at any time throughout the Term of this Lease or any extension thereof by any Federal, State or local governmental entity or any court of law having

jurisdiction over Tenant or Tenant's operations and activities, for any activity of Tenant's conducted on the Premises and for any and all operations conducted by Tenant including ensuring that all legal requirements, permits, and licenses necessary for or resulting, directly or indirectly, from Tenant's operations and activities on the Premises have been obtained and are in full legal compliance. Upon the written request of the Department, Tenant shall provide to the Department certified copies of any and all permits and licenses which Department may request.

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

19.04 Environmental and Natural Resource Laws, Regulations and Permits.

- (A) Notwithstanding any other provision of the Lease to the contrary, Tenant hereby expressly covenants, warrants, guarantees and represents to County, upon which County expressly relies, that Tenant is knowledgeable of any and all Federal, State and local governmental laws, ordinances, regulations, orders and rules, without limitation, which govern or which in any way, apply to the direct or indirect results and impacts to the environment and natural resources due to, or in any way resulting from, the conduct by Tenant of its operations pursuant to this Lease or upon the Premises. Tenant agrees that it shall comply with all applicable Federal, State and local laws, regulations and ordinances protecting the environment and natural resources, as now or hereafter amended, including, but not limited to, the Federal Clean Water Act, Safe Drinking Water Act, Clean Air Act, Resource Conservation Recovery Act, and Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("Superfund").
- (B) Tenant acknowledges and understands that its operations performed pursuant to this Lease may involve the generation, processing, handling, storing, transporting and disposal of certain hazardous and/or toxic materials which are, or may be, subject to regulation by Federal, State or local laws, ordinances, regulations, rules, orders or other governmental rules and requirements.
- (C) Tenant expressly covenants, warrants, guarantees and represents to County, upon which County expressly relies, that Tenant is knowledgeable of all such governmental laws and regulations governing hazardous and/or toxic waste, ground water contamination, air and water pollution, oil spills, sanitary and industrial waste, pollutants, cooling water and industrial storm water drainage. Tenant further expressly covenants, warrants, guarantees and represents that it is fully qualified to handle and dispose of any and all such hazardous and/or toxic waste materials, and all other pollutants and contaminants, in a manner which is both safe and in full compliance with any and all applicable Federal, State and local laws and regulations.
- (D) Tenant hereby expressly assumes and accepts full responsibility and liability for compliance with all such governmental laws and regulations in the handling and disposal of any and all hazardous waste and/or toxic materials, and all pollutants or contaminants of any kind, resulting from or arising out of Tenant's operations

conducted on the Premises, and Tenant shall, prior to commencement of any such operations pursuant to this Lease, secure any and all permits, and properly make all necessary notifications as may be required by any and all governmental agencies having jurisdiction over parties or the subject matter thereof. Tenant further represents, warrants, guarantees and covenants to County, upon which County hereby expressly relies, that Tenant, its employees, agents, contractors, and those persons that are required to be so trained working for, or on behalf of, Tenant have been fully and properly trained in the handling of all such hazardous and toxic waste materials, and other pollutants and contaminants, and that such training, at a minimum, complies with any and all applicable Federal, State and local laws, ordinances, regulations, rulings, orders and standards, as now or hereafter amended.

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

forth herein shall be deemed cumulative in nature and shall survive expiration or termination of this Lease.

- (H) Tenant agrees to protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against any and all claims, liability, expenses, losses, costs fines and damages (including reasonable attorney fees at trial and appellate levels), arising from, resulting out of or in any way caused by or connected to Tenant's failure to comply with any and all applicable Federal, State and local laws, ordinances, regulations, rulings, orders and standards, now or hereafter promulgated for the purpose of protecting the environment or natural resources. Tenant understands that this indemnification is in addition to and is a supplement of Tenant's indemnification agreement set forth in Article 17 of this Lease. Tenant acknowledges the broad nature of this indemnification and hold-harmless clause and that County would not enter into this Lease without the inclusion of such clause, and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by County in support of this indemnification in accordance with laws of the State of Florida. The obligations arising under this Section 19.04(H) shall survive the expiration or termination of this Lease.

ARTICLE 20
AMERICANS WITH DISABILITIES ACT

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

ARTICLE 21
DISCLAIMER OF LIABILITY

COUNTY HEREBY DISCLAIMS, AND TENANT HEREBY RELEASES COUNTY, FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE AND NUISANCE), FOR ANY LOSS, DAMAGE, OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY TENANT, ITS EMPLOYEES, AGENTS, OR INVITEES DURING THE TERM OF THIS LEASE OR ANY EXTENSION THEREOF INCLUDING, BUT NOT LIMITED TO, LOSS, DAMAGE OR INJURY TO THE IMPROVEMENTS OR PERSONAL PROPERTY OF TENANT OR TENANT'S BUSINESS INVITEES THAT MIGHT BE LOCATED OR STORED ON THE PREMISES, UNLESS SUCH LOSS, DAMAGE OR INJURY IS CAUSED BY COUNTY'S NEGLIGENCE OR IS CAUSED BY COUNTY'S BREACH OF ITS OBLIGATIONS UNDER THIS LEASE. THE PARTIES HERETO EXPRESSLY AGREE THAT UNDER NO CIRCUMSTANCES SHALL COUNTY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE, AND NUISANCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR ANY OTHER DAMAGE RELATED TO THE LEASING OF THE PREMISES PURSUANT TO THIS LEASE. TENANT RELEASES COUNTY FROM ANY AND ALL LIABILITY RELATING TO ANY INFORMATION PROVIDED BY COUNTY RELATING TO THIS LEASE. FURTHERMORE, TENANT ACKNOWLEDGES AND AGREES THAT ITS USE OF ANY SUCH INFORMATION, WHETHER PREPARED OR PROVIDED BY COUNTY OR OTHERWISE, IN DETERMINING WHETHER TO ENTER INTO THIS LEASE WAS AT ITS SOLE RISK. THE FOREGOING DISCLAIMER SHALL NOT BE CONSTRUED TO CONSTITUTE AN AGREEMENT BY TENANT TO INDEMNIFY COUNTY FOR COUNTY'S NEGLIGENT, WILLFUL OR INTENTIONAL ACTS.

ARTICLE 22
REMEDIES CUMULATIVE

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

ARTICLE 23 GOVERNMENTAL RESTRICTIONS

23.01 Federal Right to Reclaim. In the event a United States governmental agency shall demand and take over the entire facilities of the Airport or the portion thereof wherein the Premises are located for public purposes for a period in excess of ninety (90) days, either party may terminate this Lease by providing written notice of such termination to the other party and the parties shall thereupon be released and fully discharged from any and all liability hereunder arising after such termination or as a result thereof. This Section 23.01 shall not act or be construed as a waiver of any rights Tenant may have against the United States as a result of such taking.

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

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

23.04 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 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, said airspace for landing on, taking off from, or operating on the Airport.

23.05 Operation of Airport. Tenant expressly agrees for itself, its sublessees, 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.

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

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

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

ARTICLE 24 NON-DISCRIMINATION

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

ARTICLE 25 **COUNTY NOT LIABLE**

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

ARTICLE 26 **AUTHORIZED USES ONLY**

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

ARTICLE 27 **MISCELLANEOUS**

27.01 Waiver. 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 either party may have for any subsequent breach, default, or non-performance, and neither parties' right to insist on strict performance of this Lease shall be affected by any previous waiver or course of dealing.

27.02 Subordination.

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

(B) Subordination to Federal Agreements. This Lease shall be subject and subordinate to all the terms and conditions of any instrument and documents under which County acquired the land or improvements thereon, of which the

Premises are a part, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Tenant understands and agrees that this Lease shall be subordinate to the provisions of any existing or future agreement between County and the United States of America or State of Florida, or any of their 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 state or federal funds for the development of the Airport.

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

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

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

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

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

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

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

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

Attn: Deputy Director, Airports Business Affairs
Department of Airports
Palm Beach County
846 Palm Beach International Airport
West Palm Beach, Florida 33406-1470
Fax: 561-471-7427

With a copy to:

Attn: Airport Attorney
Palm Beach County Attorney's Office
301 North Olive Ave, Suite 601
West Palm Beach, FL 33401
Fax: 561-355-4398

Tenant:

A.E.C.O.A., Inc.
315 Fairway Court
Atlantis, FL 33462
Fax: _____

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

27.11 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.

27.12 No Recording. Neither this Lease, nor any memorandum or short form hereof, shall be recorded in the Public Records of Palm Beach County, Florida, without the prior written consent of the Department.

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

27.14 Performance. The parties expressly agree that time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

27.15 Non-Exclusivity of Remedies. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or inequity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

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

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

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

27.19 Approvals. In the event this Lease is silent as to the standard for any consent, approval, determination, or similar discretionary action, the standard shall be at the sole, absolute and unfettered discretion of County or the Department, rather than any implied standard of good faith, fairness or reasonableness. Wherever this Lease requires County's or the Department's consent or approval or permits County or the Department to act, such consent, approval or action may be given or performed by the Director. If Tenant requests County or the Department's consent or approval pursuant to any provision of this Lease and County or the Department fails or refuses to give such consent, Tenant shall not be entitled to any damages as a result of such failure or refusal, whether or not unreasonable.

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

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

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

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

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

(Remainder of page left blank intentionally.)

IN WITNESS WHEREOF, County has caused this Lease to be signed by the Chair of the Board of County Commissioners and the seal of the Board to be affixed hereto and attested by the Clerk of the Board, pursuant to the authority granted by the Board, and Tenant, _____, has caused these presents to be signed in its lawful name by its duly authorized officer, the _____, acting on behalf of Tenant, and the seal of Tenant to be affixed hereto the day and year first written above.

ATTEST:

**PALM BEACH COUNTY,
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA, BY ITS BOARD
OF COUNTY COMMISSIONERS**

_____,
CLERK AND COMPTROLLER

By: _____
Deputy Clerk

By: _____
_____, Chair

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS
AND CONDITIONS**

By: _____
County Attorney

By: _____
Director, Department of Airports

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

TENANT:

Signature

By: _____
Signature

Print Name

Print Name

Signature

Title

Print Name

(Seal)

EXHIBIT "A"
CPA REPORT

EXHIBIT "B"
PREMISES

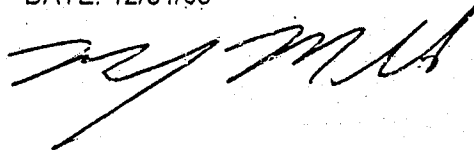
DESCRIPTION:

A PARCEL LYING IN SECTION 32, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE DISTURBED LOCATION OF THE SOUTH ONE QUARTER CORNER OF SAID SECTION 32 (AS A BASIS OF BEARING THE LINE BETWEEN THE DISTURBED LOCATION OF THE SOUTH ONE QUARTER CORNER AND THE SOUTHEAST CORNER OF SAID SECTION 32 BEARS N.88°27'34"W. AND ALL OTHER BEARINGS HEREIN ARE RELATIVE THERETO); THENCE N.88°27'13"W. ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 32, A DISTANCE OF 466.94 FEET; THENCE N.01°32'45"E., A DISTANCE OF 445.39 FEET TO THE **POINT OF BEGINNING**; THENCE ALONG THE FOLLOWING NUMBERED COURSES:

- 1) N 01°32'45" E A DISTANCE OF 204.92';
 - 2) N 88°27'15" W A DISTANCE OF 28.75';
 - 3) S 01°32'45" W A DISTANCE OF 33.59';
 - 4) N 88°27'15" W A DISTANCE OF 16.33';
 - 5) S 01°32'45" W A DISTANCE OF 20.50';
 - 6) S 88°27'15" E A DISTANCE OF 16.33';
 - 7) S 01°32'45" W A DISTANCE OF 27.12';
 - 8) N 88°27'15" W A DISTANCE OF 16.33';
 - 9) S 01°32'45" W A DISTANCE OF 20.00';
 - 10) S 88°27'15" E A DISTANCE OF 16.33';
 - 11) S 01°32'45" W A DISTANCE OF 24.96';
 - 12) N 88°27'15" W A DISTANCE OF 16.33';
 - 13) S 01°32'45" W A DISTANCE OF 23.25';
 - 14) S 88°27'15" E A DISTANCE OF 16.33';
 - 15) S 01°32'45" W A DISTANCE OF 22.25';
 - 16) N 88°27'15" W A DISTANCE OF 16.33';
 - 17) S 01°32'45" W A DISTANCE OF 21.50';
 - 18) S 88°27'15" E A DISTANCE OF 16.33';
 - 19) S 01°32'45" W A DISTANCE OF 11.75';
 - 20) S 88°27'15" E A DISTANCE OF 28.75';
- WHICH IS THE POINT OF BEGINNING,
HAVING AN AREA OF
7283 SQUARE FEET,
0.167 ACRES

PREPARED BY:
MICHAEL J. MILLER, P.L.S. 4034, STATE OF FLORIDA
1121 LAKE AVE., LAKE WORTH, FL. 33460;
PHONE (561) 586-2669
DATE: 12/31/08



S-44,591-A

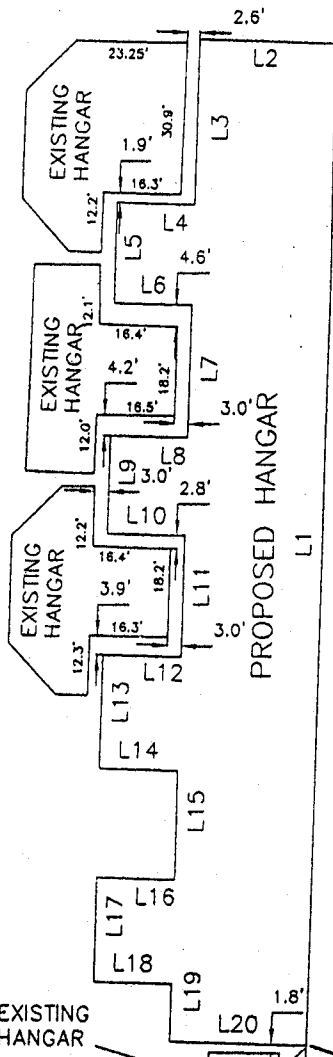
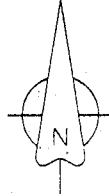
SKETCH OF DESCRIPTION



SKETCH OF DESCRIPTION
THIS IS NOT A SURVEY

This sketch meets the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Registered Land Surveyor, Florida Certificate No. MICHAEL J. MILLER #4034



LINE	BEARING	DISTANCE
L1	N 01°32'45" E	204.92'
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L19	S 01°32'45" W	11.75'
L20	S 88°27'15" E	28.75'

BEARING NOTE:
BEARINGS CITED ARE GRID. A LINE BETWEEN THE DISTURBED S. 1/4 CORNER AND THE S.E. CORNER OF SECTION 32, TOWNSHIP 44 SOUTH, RANGE 43 EAST BEARS N.88°27'34"W. AND ALL OTHER BEARINGS ARE RELATIVE THERETO

S. 1/4 CORNER OF SECTION 32-44-43 (DISTURBED LOCATION) FD. COUNTY DISC

S.E. CORNER OF SECTION 32-44-43 FD. COUNTY DISC

N01°32'45"E. 445.39'

P.O.B.

P.O.C.

BEARING BASIS

SOUTH LINE OF SECTION 32

N 88°27'13" W 466.94'

N 88°27'34" W 2681.25'

SCALE: 1"=40'

DRAWING:

FIELD:

DATE: 12/31/2008

MILLER LAND SURVEYING

1121 LAKE AVE.
LAKE WORTH, FLORIDA 33460
PHONE: 561-586-2669
FAX: 561-582-0151
www.millersurveying.com

REFERENCES

JOB NO. Y080632

S-44,591-A

**EXHIBIT "B" TO OPTION CONTRACT
PROPERTY**

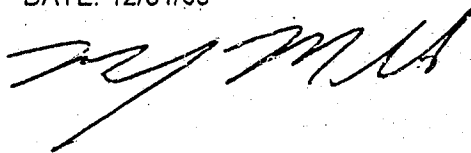
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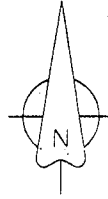
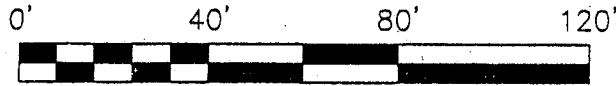
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1121 LAKE AVE., LAKE WORTH, FL. 33460;
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DATE: 12/31/08



S-44,591-A

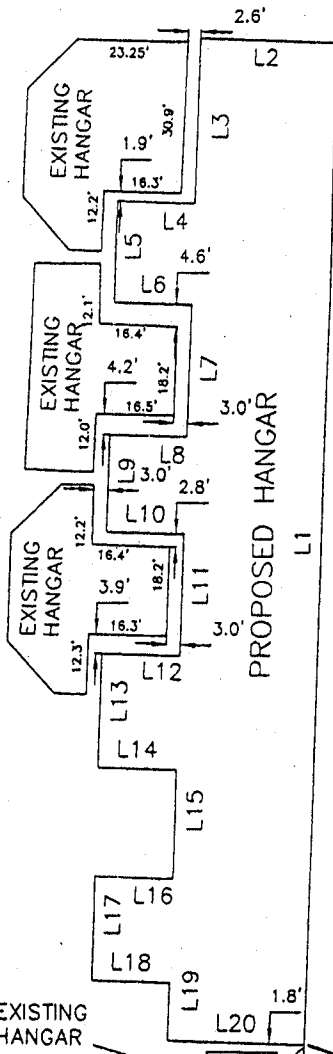
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Registered Land Surveyor, Florida Certificate No. MICHAEL J. MILLER #4034



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SCALE: 1"=40'

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