



**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	<u>(\$38,921)</u>	<u>(\$200,454)</u>	<u>(\$200,454)</u>	<u>(\$200,454)</u>	<u>(\$200,454)</u>
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u><b>(\$38,921)</b></u>	<u><b>(\$200,454)</b></u>	<u><b>(\$200,454)</b></u>	<u><b>(\$200,454)</b></u>	<u><b>(\$200,454)</b></u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Is Item Included in Current Budget? Yes X No \_\_\_\_\_

Budget Account No: Fund 4100 Department 120 Unit 8451 RSRC 4415/4416  
Reporting Category \_\_\_\_\_

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

FY2009 revenue calculated at \$16,704.50 per month for 2.33 months. Rental will be subject to adjustment on October 1, 2010 pursuant to the terms of the Lease.

C. Departmental Fiscal Review: *Cm Simon*

**III. REVIEW COMMENTS**

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

*5/27/09*  
*[Signature]*  
OFMB *6/1/09*  
*CN 5/26/09*

*[Signature]* *6/1/09*  
Contract Dev. and Control  
*This Lease Agreement complies with our review requirements.*

**B. Legal Sufficiency:**

*[Signature]* *6/2/09*  
Assistant County Attorney

**C. Other Department Review:**

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

**LEASE AGREEMENT  
PALM BEACH INTERNATIONAL AIRPORT**

**Department of Airports  
Palm Beach County, Florida**

**and**

**CSC Applied Technologies, LLC**

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**LEASE AGREEMENT  
PALM BEACH INTERNATIONAL AIRPORT**

**THIS LEASE AGREEMENT** (this "Lease") is made and entered into \_\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and CSC Applied Technologies, LLC, a Delaware limited liability company, having its office and principal place of business at 6500 West Freeway, Fort Worth, Texas 76116 ("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 International Airport, located in Palm Beach County, Florida; and

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

**WHEREAS**, Tenant desires to lease certain building and ground area for the purpose of operating a private aircraft terminal, hangar and office space 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 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 "Activity Report" means the reporting form required to be submitted by Tenant to the Department each month pursuant to Section 5.03. The Department shall have the right to modify the Activity Report from time to time upon written notice to Tenant.

2.02 . "Additional Insured" has the meaning set forth in Section 11.07.

2.03 "Adjustment Date" has the meaning set forth in Section 5.05(A).

2.04 "Aircraft Parking Apron" the real property consisting of the parcel labeled "Parcel No. 5" more particularly described on Exhibit "A".

2.05 "Airport" means the Palm Beach International Airport located in Palm Beach County, Florida.

2.06 "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.

- 2.07 "Assignment" has the meaning set forth in Article 16.
- 2.08 "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.
- 2.09 "Board" means the Board of County Commissioners of Palm Beach County, Florida.
- 2.10 "Commencement Date" has the meaning set forth in Section 3.01.
- 2.11 "Consumer Price Index" has the meaning set forth in Section 5.05(C).
- 2.12 "Department" means the Palm Beach County Department of Airports.
- 2.13 "Director" means the Director or Acting Director of the Department of Airports.
- 2.14 "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.
- 2.15 "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.
- 2.16 "Effective Date" means the date that this Lease is approved by the Palm Beach County Board of County Commissioners and signed by all parties.
- 2.17 "FAA" means the Federal Aviation Administration.
- 2.18 "Fixed Base Operator" has the meaning set forth in the Minimum Standards.
- 2.19 "Initial Term" has the meaning set forth in Section 3.01.
- 2.20 "Lease" means this Lease and all exhibits attached hereto, which are incorporated herein by this reference. Words such as "herein," "hereafter," "hereof," "hereby" and "hereunder" when used with reference to this Lease, refer to this Lease as a whole, unless context otherwise requires.
- 2.21 "Leased Premises" the real property consisting of five (5) parcels labeled "Parcel No. 1", "Parcel No. 2", "Parcel No. 3", "Parcel No. 4" and "Parcel No. 6" as more particularly described on Exhibit "A" attached hereto.
- 2.22 "Minimum Standards" means the General Aviation Minimum Standards for Palm Beach International Airport, adopted by the Board on March 11, 2003 by Resolution No. R2003-0411, as now or hereafter amended and any successor general aviation minimum standards adopted for the Airport.
- 2.23 "Plans" have the meaning set forth in Section 6.01(A).

2.24 "Premises" means the Leased Premises and the Aircraft Parking Apron, subject to easements, rights-of-way and any other encumbrances of record, together with all buildings, hangars, structures, aircraft parking areas, pavements, facilities, and other improvements now or hereafter constructed thereon.

2.25 "Renewal Term" has the meaning set forth in Section 3.02.

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

2.27 "Term" means the Initial Term and any Renewal Term.

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

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

3.01 Term. The term of this Lease shall commence on July 19, 2009 (the "Commencement Date") and terminate on March 31, 2011 (the "Initial Term"), unless sooner terminated pursuant to the terms of this Lease.

3.02 Option to Renew. Provided that Tenant has not been in default of any of the terms or conditions of this Lease, this Lease shall automatically renew for five (5) additional periods of one (1) year each ("Renewal Term"), unless either Department, acting on behalf of County, or Tenant notifies the other party in writing of its intent not to renew not later than ninety (90) days prior to the expiration of the then current term. All terms and conditions of this Lease shall be applicable during each Renewal Term except there shall be one fewer Renewal Term.

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

4.01 Description of Leased Premises, Specific Privileges, Uses and Rights. Subject to the terms, conditions and covenants set forth herein, County hereby demises and leases to Tenant, and Tenant rents from County the Leased Premises for a hangar/office/terminal facility providing operational support for the U.S. Navy's Atlantic Undersea Test and Evaluation Center (AUTEK).

4.02 Aircraft Parking Apron, Specific Privileges, Uses and Rights. County hereby grants to Tenant a license to use the Aircraft Parking Apron for the purposes of aircraft parking, and loading and unloading of passengers, freight and cargo in support of Tenant's operations at the Leased Premises, in accordance with the terms and conditions of this Lease.

4.03 Prohibited Uses, Products and Services. Tenant agrees that the Premises shall be utilized solely for the uses permitted herein and for no other purpose whatsoever. Tenant shall not provide any products or services that are not specifically authorized by this Lease or the Department. This Lease does not create or grant any right of Tenant to construct or operate as a Fixed Base Operator at the Airport.

4.04 Description of General Privileges, Uses and Rights. In addition to the specific privileges, uses and rights granted in Sections 4.01 and 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". 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 Rental and License Fees.

- (A) Tenant shall pay to County the following initial annual rental amounts for use of the Leased Premises, payable in equal monthly installments, plus any applicable sales taxes:
- (1) Sixty-Five Cents (\$0.65) per square foot for approximately 46,279 square feet of ground area on the Leased Premises, or Thirty Thousand, Eighty-One Dollars and Thirty-Five Cents (\$30,081.35) annually.
  - (2) Sixteen Dollars (\$16.00) per square foot for approximately 4,598 square feet of office/passenger terminal building space on "Parcel No. 3" of the Leased Premises, or Seventy-Three Thousand Five Hundred Sixty-Eight Dollars (\$73,568.00) annually.
  - (3) Seven Dollars and Twenty-Five Cents (\$7.25) per square foot for approximately 10,915 square feet of hangar building space on "Parcel No. 3" of the Leased Premises, or Seventy-Nine Thousand One Hundred Thirty-Three Dollars and Seventy-Five Cents (\$79,133.75) annually.
- (B) Tenant shall pay to County a license fee of Sixty-Five Cents (\$0.65) per square foot for approximately 27,186 square feet of Aircraft Parking Apron, or Seventeen Thousand Six Hundred Seventy Dollars and Ninety Cents (\$17,670.90) annually, payable in equal monthly installments, plus any applicable sales taxes.

5.02 Fees and Charges for Aircraft Operations. Tenant shall pay all fees and charges applicable to its operations at the Airport, including, but not limited to, landing fees and environmental operating fees, as approved by the Board.

5.03 Activity Report.

(A) No later than thirty (30) days after the Effective Date, Tenant shall file with the Department an Activity Report, in a form and detail reasonably satisfactory to the Department, detailing operations of aircraft handled by Tenant in the Premises. Tenant shall remit payment for all fees and charges imposed by the Board, based upon Tenant's Activity Report including, but not limited to, landing fees and environmental operating fees, with the Activity Report. Payment of such fees and charges shall be deemed delinquent if not received by the thirtieth (30<sup>th</sup>) day following the month in which the activity occurred and Tenant's receipt of an invoice therefor. The acceptance of any payment by County shall not preclude County from verifying the accuracy of Tenant's reports on which the fees and charges to be paid by Tenant are based and shall not be deemed a waiver of any interest penalties due. Tenant shall be required to submit another Activity Report at least fifteen (15) days prior to the change in the aircraft used by Tenant, in the event there is a change in the aircraft used by Tenant identified in the previous Activity Report.

(B) In the event Tenant fails to provide the Activity Report, within the time period specified herein, or if the data contained in the Activity Report appears to be inaccurate, the Department may, based on previous reports or other information available to the Department, estimate Tenant's activity for the preceding month and issue invoices based on the Department's estimation. Tenant shall be liable to County for any deficiencies in payments based upon such estimates. If such estimates result in an overpayment by Tenant, County shall remit, or at County's option credit, such overpayment to Tenant.

5.04 Commencement and Time of Payment. Payment of rental and license fees by Tenant to County shall commence on the Commencement Date. Rental and license fees 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. 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.

5.05 Adjustment of Rentals and License Fees.

(A) On October 1, 2010, and each three (3) year anniversary thereof (the "Adjustment Date"), the then current rental rates and license fees shall be adjusted in accordance with the provisions of this paragraph. The new rates shall be determined by an appraisal obtained by County, which shall set forth the fair market rental rates for the Premises, including any improvements located thereon. 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 new rates for the Premises. Tenant shall commence paying the new rental rates on the Adjustment Date. The new rates shall not be less than the rates applicable to the prior period. This Lease shall automatically be considered as amended to reflect the new rates, without formal amendment hereto, upon County's written notification of the establishment of the new rates applicable to the Premises.

(B) 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.

(C) For the purposes hereof, the Consumer Price Index shall mean the Consumer Price Index for Urban Wage Earners and Clerical Workers, United States city average, all items (1982 - 1984 = 100) or any successor thereto as promulgated by the Bureau of Labor Statistics of the United States Department of Labor. In the event that the Consumer Price Index ceases to use the 1982 - 1984 average of



one hundred (100) as the basis of calculation, or if a substantial change is made in terms of particular items contained in the Consumer Price Index, then the Consumer Price Index shall be adjusted to the figure that would have been arrived at had the change in the manner of computing the Consumer Price Index in effect at the commencement of the term of this Lease not been effected. In the event such Consumer Price Index (or successor or substitute Consumer Price Index) is not available, a reliable governmental or other nonpartisan publication evaluating information theretofore used in determining the Consumer Price Index shall be used.

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

5.06 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) business days after County's written notice to Tenant that payment is overdue. 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.

5.07 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.

5.08 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.

5.09 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.

5.10 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 (in all cases, 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.

5.11 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.

5.12 Audit.

- (A) Upon County's request, Tenant shall provide records relating to the aircraft handled by Tenant at the Airport and aircraft parking information. Tenant shall make those records available to County for inspection in such format as Tenant regularly maintains them throughout the Term and for a period of three (3) years following the termination of this Lease. If Tenant makes the books and records available to County in an electronic format, an authorized representative of Tenant must certify them as being accurate.
- (B) County or its duly authorized representative(s) may examine any and all such books, ledgers, accounts and records during all reasonable business hours, in Tenant's offices or such other place as mutually agreed to between Tenant and the Department. Upon County's written request for examination of such books, ledgers, accounts and records, Tenant shall produce such items in Palm Beach County, Florida within ten (10) business days or pay all reasonable expenses, including, but not limited to, transportation, food, and lodging for County's Internal Auditor or his representative(s) to audit said books and records outside Palm Beach County, Florida.
- (C) The cost of an audit, with the exception of the aforementioned transportation, food and lodging expenses, shall be borne by County; provided however, that the full cost of the audit shall be borne by Tenant if either or both of the following conditions exist:
  - (1) The audit reveals an underpayment of more than five percent (5%) of the fees and charges due hereunder, which are based on Tenant's monthly activity, unless such underpayment is the result of a miscalculation by County of the fees and charges payable; or
  - (2) Tenant has failed to maintain true and complete books, records, accounts, and supportive source documents in accordance with this Section 5.12.
- (D) Any underpayment of amounts due County disclosed as a result of an audit, including interest computed from the original due date of each such amount due shall be paid to County within thirty (30) calendar days of the date of County's invoicing therefor. Such payment by Tenant shall not abrogate Tenant's right to contest the validity of said underpayments. Any valid overpayments made by Tenant shall be promptly remitted, or at County's option, credited to Tenant.

**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.

- (A) Construction Requirements. 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 (or such additional time as may be reasonable under the circumstances, depending on the reasons for the Department's disapproval).

Within one hundred twenty (120) days (or if longer time is needed, then within a reasonable period of time, depending on the circumstances) 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 6, 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.
- (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 reasonable standards established by the Department.

6.02 Construction Bonds. Tenant shall ensure that all improvements are constructed to completion in accordance with the approved Plans and that all persons or entities performing work or providing materials relating to such improvements including, but not limited to, all contractors, subcontractors, laborers, materialmen, suppliers and professionals, are paid in full for such services and materials. Tenant, at its sole cost and expense, shall cause to be made, executed and delivered to County prior to commencement of any improvements to the Premises, a bond, drawn in a form and issued by a company approved by County, guaranteeing compliance by Tenant of its obligations arising under this Section 6.02. County shall be named as a dual obligee on the bonds.

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

6.04 No Liens. Tenant agrees that nothing contained in this Lease shall be construed as consent by County to subject the estate of County to liability under the Construction Lien Law of the State of Florida and understands that County's estate shall not be subject to such liability. Tenant shall notify any and all parties or entities performing work or providing materials relating to any improvements made by Tenant of this provision of this Lease. If so requested by County, Tenant shall file a notice satisfactory to County in the 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.

**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 the Airport Rules and Regulations (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 Tenant's use or occupancy of the Premises or out of Tenant's 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 and aircraft shall be excepted from this provision. Tenant shall ensure that emissions generated by any such trucks, and other vehicles or aircraft 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 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) 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 Except as specifically authorized by this Lease, Tenant shall not place any coin or token operated vending machine or similar device (including, but not limited to, pay telephones, beverage or food machines, or other commodities) upon or within the Premises, without the prior written consent of the Department, which consent may be granted or withheld by the Department in its sole discretion for any reason or no reason at all. Notwithstanding the foregoing, County acknowledges and agrees that Tenant may place vending machines or similar devices in or about the Premises provided such vending machines or similar devices are not for the general public but for the benefit of Tenant's employees and visitors.

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, be responsible for all repairs and maintenance of the Premises (which shall include, but shall not be limited to, 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 located in the Premises in good, tenable, useable condition throughout the Term, and without limiting the generality thereof, Tenant shall:

- (A) Repair and maintain all doors, windows, equipment, lighting fixtures, furnishings, and fixtures.
- (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) 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.
- (F) 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.
- (G) Be responsible for the maintenance of the storm drainage system within the Premises.

8.02 Inspections. The Department shall have the right, upon at least twenty-four (24) hours prior written notice, 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 of an emergency, prior written notice shall be provided to the extent reasonably practical under the circumstances. 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 reasonable 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.

## 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 fees, or shall be grounds for any claim by Tenant under this Lease for damages, consequential or otherwise, unless the cause for such failure, delay or interruption is caused by the negligence or intentional misconduct of County.

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, the insurance limits, coverages and endorsements required herein. Neither the requirements contained in this Article 11 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 of Five Million Dollars (\$5,000,000) 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 of Five Million Dollars (\$5,000,000).

11.03 Business Auto Liability. Tenant shall maintain Business Automobile Liability Insurance with limits of liability of Five Million Dollars (\$5,000,000) 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. If Tenant owns or leases aircraft used at the Airport, 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 Five Million Dollars (\$5,000,000) 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.

11.05 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.

11.06 Property, Wind & Flood Insurance.

(A) Tenant shall maintain:

- (1) Property insurance in an amount equal to 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 equal to 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 equal to 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.

11.07 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."



11.08 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."

11.09 Certificate of Insurance. Prior to the Effective Date, Tenant shall provide the Department with a certificate of insurance, or certificates of insurance, evidencing limits, coverages and endorsements required herein. All certificates of insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. In the event coverage is cancelled or is not renewed during the Term, 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."

11.10 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.

11.11 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.

11.12 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.

11.13 Right to Review or Adjust Insurance. The Risk Management Department may reasonably review, modify, reject or accept any required policies of insurance, including, but not limited to, limits, coverages or endorsements, required by this Article 11 from time to time throughout the Term. County may also reasonably 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.

11.14 No Representation of Coverage Adequacy. Tenant acknowledges the limits, coverages and endorsements required by this Article 11 are intended to minimize liability for County. Tenant agrees that it will not rely upon the requirements of this Article 11 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 (but only after County has first notified Tenant of its failure and the reasonable steps County expects Tenant to take to cure such failure). 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, during the Term, the Premises, or any portion 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 (but excepting damage caused by the County, or County's agents, employees, guests, invitees, or contractors), 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 after any such damage 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 (unless the damage caused by the County, or County's agents, employees, guests, invitees, or contractors, in which case the repairs and restoration shall be done at County's 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 (but only after County has first notified Tenant of its failure and the reasonable steps County expects Tenant to take to perform the 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. For any repairs or restoration which Tenant is required to pay, upon receipt by Tenant of the proceeds of any insurance policy or policies required hereunder, the amount reasonably estimated to repair and restore the Premises 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 deposited 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 deposited is in excess of the costs of the required repair, replacement or rebuilding, the excess amount shall be remitted to Tenant.

### **ARTICLE 13** **ENCUMBRANCES**

Except as otherwise provided for herein, Tenant shall not, in any manner, mortgage, pledge or otherwise encumber this Lease, the Premises or any improvements now existing or hereafter erected or constructed upon the Premises without County's prior written consent, which will not be unreasonably withheld. 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, provided, however, County must provide notification to Tenant of its election to require removal of improvements prior to the construction of such improvement. 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 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 14 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 Initial Term, or at the end of the Renewal Term, in the event one or more option to renew is exercised by Tenant, and approved by County, in accordance with Section 3.02 above.

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 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 ten (10) days after written notice thereof from County to Tenant.
- (B) 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 (A) 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.
- (C) 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 reasonably 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 outstanding 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 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 for reletting the Premises for 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.
- (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.

15.04 Termination by Tenant. Tenant may terminate this Lease, if Tenant is not in default of this Lease beyond all applicable notice and cure periods (including, but not limited to, its payments to County hereunder), by giving County thirty (30) 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 or is ordered by the court to remain 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 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, the Premises or any portion thereof ("Assignment"), without the prior written consent of the Department, which consent shall not be unreasonably withheld. The Department shall not be deemed to have withheld its consent unreasonably unless the Department has been furnished evidence establishing that the proposed assignee: (a) has the ability to make the payments required under this Lease; (b) has sufficient experience to operate the facilities constructed or to be constructed on the Premises in the manner required hereunder; (c) has the ability to otherwise perform all of the terms, conditions and covenants of this Lease; and (d) agrees to assume all obligations, responsibilities and liabilities of Tenant arising on and after the effective date of the Assignment. Any attempted Assignment without Departmental approval shall be null and void. In the event the Department consents in writing to an Assignment, Tenant shall have the right to assign this Lease to the extent permitted by Department's consent to such Assignment, provided that the use of the Premises shall be limited to the same uses as are permitted under this Lease. Any permitted Assignment shall be subject to the same conditions, obligations and terms as set forth herein. Tenant shall have the right to sublease the Premises subject to the prior written consent of the Department, which consent shall not be unreasonably withheld. All subleases shall be subject to the same conditions, obligations, and terms as set forth herein and Tenant shall be fully responsible for the observance by its subtenants of the terms and covenants contained in this Lease. In the event of a sublease in which the rentals, fees and charges for the subleased premises exceed the rentals, fees and charges payable to County hereunder by Tenant, Tenant shall pay to County fifty percent (50%) of the excess rentals, fees and charges received from the sublessee over that specified to be paid by Tenant hereunder. County hereby consents to the existing sublease of a portion of the Premises to Gulfstream International Airlines, Inc. Notwithstanding any provision of this Lease to the contrary, the consent of Department shall not be required for an Assignment of this Lease in its entirety where all or substantially all of the assets of Tenant are acquired by another entity by reason of a merger, acquisition, or other business reorganization, upon written notice to County. In the case of any Assignment, whether one requiring County's consent or one not requiring that consent, the assignee must assume all obligations of Tenant hereunder that accrue subsequent to the Assignment and must comply with terms and conditions set forth in this Lease insofar as they relate to obligations that accrue subsequent to the Assignment. Tenant further agrees to provide County with such documentation relating to the merger or consolidation of Tenant and the successor entity or to

the sale of Tenant's assets as County requires in its reasonable discretion. County may freely assign this Lease at any time without the consent of Tenant, and upon assumption by such assignee of County's obligations hereunder, County shall be released from all liability and obligation arising hereunder upon such assignment.

#### **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 arising out of the sole 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. Tenant's indemnity obligations hereunder specifically exclude the County's negligence or intentional misconduct and matters arising from County's failure to perform in accordance with this Lease. The obligations arising under this Article 17 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 reasonably 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, 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 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 19 shall be deemed to be a default under this Lease and shall be grounds for termination of this Lease unless cured within thirty (30) days of receipt of notice from the Department or as expeditiously as possible if the default cannot be completely cured within the thirty (30) 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 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**

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, gender expression or identity, religion, 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, statues 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, section, 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 Inspections. Notwithstanding any provision of this Lease to the contrary, Tenant agrees that authorized employees and representatives of County and any Federal, State and local governmental entity having jurisdiction over Tenant's operations or activities on the Premises shall have the right of access to the Premises at all reasonable times upon at least twenty-four (24) hours prior written notice and with a Tenant escort for the purposes of inspection for compliance with the provisions of this Lease and applicable laws. In the event of an emergency, prior written notice shall be provided to the extent reasonably practical under the circumstances.

27.11 Notices. All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service or overnight mail (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 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:

County:

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

With a copy to:

Attn: Airport Real Estate Attorney  
Palm Beach County Attorney's Office  
301 North Olive Ave, Suite 601  
West Palm Beach, FL 33401

Tenant:

CSC Applied Technologies, LLC  
c/o Computer Sciences Corporation  
North American Public Sector  
3110 Fairview Park Drive, #1170  
Mail Code 230  
Falls Church, Virginia 22042  
Attn: Real Estate Manager

With a copy to:

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

Billing notices and invoices should be sent to:

CSC Applied Technologies, LLC  
P.O. Box 24619  
West Palm Beach, FL 33416-4619  
Attn: Finance

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.

27.12 Paragraph Headings. The heading of the various articles and sections of this Lease, and its Table of Contents, are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Lease or any part or parts of this Lease.

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

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

27.15 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.

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

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

27.18 No Broker. Tenant represents and warrants that Tenant has not dealt with any real estate salesperson, agent, finder or broker in connection with this Lease and further agrees to indemnify, defend and hold harmless County from and against any claims or demands of any such salesperson, agent, finder or broker claiming to have dealt with Tenant. The foregoing indemnification shall include all costs, expenses and fees, including reasonable attorney's fees 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.

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

27.20 Approvals. Whenever this Lease calls for an approval, consent or authorization by the Department or County, such approval, consent or authorization shall be evidenced by the written approval of the Director of the Department or his or her designee.

27.21 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.

27.22 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.

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

27.24 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.

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

(Remainder of page left blank intentionally.)

IN WITNESS WHEREOF, County has caused this Lease to be signed by the Chairman 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, CSC Applied Technologies, LLC, has caused these presents to be signed in its lawful name by its duly authorized officer, the Vice President & Assistant Treasurer, 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

SHARON R. BOCK,  
CLERK AND COMPTROLLER

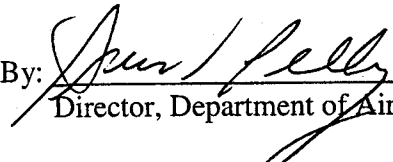
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
John F. Koons, Chairman

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:  
CSC Applied Technologies, LLC

 \_\_\_\_\_  
Signature

By:  \_\_\_\_\_  
Signature

Jason E. Beuskin  
\_\_\_\_\_  
Print Name

Ralph E. Baker, Jr.  
\_\_\_\_\_  
Print Name

 \_\_\_\_\_  
Signature

Vice President & Assistant Treasurer  
\_\_\_\_\_  
Title

Rebecca A Carr  
\_\_\_\_\_  
Print Name



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

See Attached Drawing Labeled  
P.B.I.A. AUTECH LEASE (S-11) BOUNDARY SURVEY

Project No. 2008013-14  
Last Revision dated 3/09

Prepared by Palm Beach County  
Engineering Services

Consisting of Three (3) Sheets

# COUNTY OF PALM BEACH STATE OF FLORIDA

BOARD OF COUNTY COMMISSIONERS

PROJECT NO. 2008013-14

## P.B.I.A. AUTEC LEASE (S-11) BOUNDARY SURVEY

KAREN T. MARCUS  
DISTRICT 1

JOHN F. KOONS  
DISTRICT 2

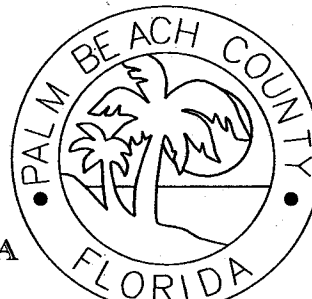
SHELLEY VANA  
DISTRICT 3

STEVEN L. ABRAMS  
DISTRICT 4

BURT AARONSON  
DISTRICT 5

JESS R. SANTAMARIA  
DISTRICT 6

ADDIE L. GREENE  
DISTRICT 7



**PROPERTY DESCRIPTION**  
P.B.I.A. AUTEC LEASE (S-11)

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 31; THENCE NORTH 88°47'38" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 31, A DISTANCE OF 2194.36 FEET; THENCE NORTH 01°12'22" EAST AT RIGHT ANGLES TO SAID SECTION LINE, A DISTANCE OF 531.69 FEET TO POINT OF BEGINNING # 1; THENCE NORTH 02°13'35" EAST, A DISTANCE OF 228.52 FEET; THENCE SOUTH 87°31'21" EAST, A DISTANCE OF 259.98 FEET; THENCE SOUTH 01°19'36" WEST, A DISTANCE OF 122.16 FEET; THENCE SOUTH 88°40'24" EAST, A DISTANCE OF 91.52 FEET; THENCE SOUTH 01°19'36" WEST, A DISTANCE OF 58.10 FEET; THENCE SOUTH 88°40'24" EAST, A DISTANCE OF 34.00 FEET; THENCE SOUTH 01°19'36" WEST, A DISTANCE OF 43.47 FEET; THENCE NORTH 88°40'26" WEST, A DISTANCE OF 388.65 FEET TO POINT OF BEGINNING # 1.

TOGETHER WITH

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 31; THENCE NORTH 88°47'38" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 31, A DISTANCE OF 1878.56 FEET; THENCE NORTH 01°12'22" EAST AT RIGHT ANGLES TO SAID SECTION LINE, A DISTANCE OF 495.02 FEET TO POINT OF BEGINNING # 2; THENCE NORTH 88°40'24" WEST, A DISTANCE OF 257.00 FEET; THENCE NORTH 01°19'36" EAST, A DISTANCE OF 14.00 FEET; THENCE SOUTH 88°40'24" EAST, A DISTANCE OF 257.00 FEET; THENCE SOUTH 01°19'36" WEST, A DISTANCE OF 14.00 FEET TO POINT OF BEGINNING # 2.

**SURVEYOR'S REPORT**

THE PROPERTY AS SURVEYED CONTAINS 1.687 ACRES OR 73,466 SQUARE FEET MORE OR LESS.

BEARINGS ARE BASED ON A GRID (NAD 83, 1990 ADJUSTED) BEARING OF NORTH 88°44'23" WEST ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST (AS SHOWN ON THIS SURVEY) AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

THIS INSTRUMENT PREPARED BY GLENN W. MARK, P.L.S., IN THE OFFICE OF THE COUNTY ENGINEER, VISTA CENTER 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411.

NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR. IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY, WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR.

NO RECORD DOCUMENT PROVIDED FOR THE EASEMENTS SHOWN ON THIS SURVEY. INFORMATION OBTAINED FROM THE ADJACENT SURVEY'S REFERENCED ON THE MAP SHEET OF THIS SURVEY, THE SIGNING SURVEYOR RECOMMENDS A COMPLETE ABSTRACT OF THE SITE PRIOR TO ANY CONSTRUCTION.

NO TITLE POLICY OR TITLE SEARCH WAS PROVIDED TO THIS OFFICE.

THE CLIENT DID NOT REQUEST VERTICAL TOPOGRAPHY ON THE SITE.

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

FIELD WORK FOR THIS PROJECT IS LOCATED IN FIELD BOOK 1123R, PAGE 78, 1123S, PAGE 50 & 1123 U, PAGE 5. INSTRUMENTS USED WERE THE TOPCON GTS-300 TOTAL STATION AND HUSKEY DATA COLLECTOR.

THE FILE NAMES ARE 08013-14.ZAK, 07013-08.ZAK, 2007013-08.PRJ, & 2007013-08.DOC. ALSO SEE THE FILES FOR LEASE PARCEL S-1B, S-5 & S-7.

FIELD WORK COMPLETED ON 05/14/07. SURVEY UPDATED 05/27/08.

THE PROJECTS FIELD TRAVERSE WAS BALANCED USING STAR NET PRO VERSION 6.0.19. A FIELD TRAVERSE WAS RUN IN ORDER TO ESTABLISH STATE PLANE COORDINATES ON THE ENTIRE SITE.

SEE CERTIFIED CORNER RECORDS DOC.# 53331, 53332, 53334, 54042, 54043, 54044, 54087, 52503, FOR THE SECTION CORNERS ASSOCIATED WITH SECTION 36, TOWNSHIP 43 SOUTH, RANGE 42 EAST AND SECTION 31, TOWNSHIP 43 SOUTH, RANGE 43 EAST.

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

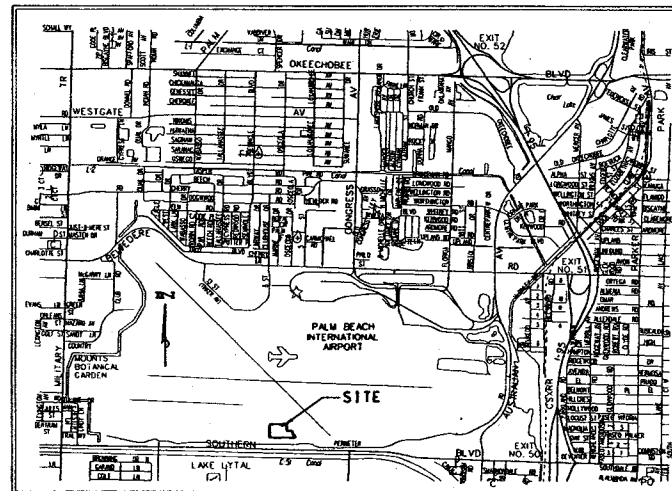
THERE ARE NO APPARENT USAGES ON THE PROPERTY, OTHER THAN THOSE ITEMS SHOWN ON THIS SURVEY. THIS SURVEY WAS DONE FOR LEASE AREA, CALCULATION PURPOSES ONLY AND IS NOT FOR THE FEE SIMPLE TRANSFER OF LAND.

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

LEGAL ACCESS TO THE PROPERTY IS PROVIDED VIA AN AIRPORT ACCESS ROAD (NO RECORD INFORMATION AVAILABLE)

NO WETLAND DETERMINATIONS OR DELINEATIONS WERE CONDUCTED BY THIS SURVEY

**PROJECT LOCATION**  
SECTION 31, TOWNSHIP 43 SOUTH, RANGE 43 EAST



**LOCATION MAP**  
N.T.S.

**LEGEND**

- INV = INVERSE (GROUND DISTANCE)
- (DAM) = DESCRIPTION & MEASURED
- (DAC) = DESCRIPTION & CALCULATED
- ⊙ = WOOD POWER POLE
- ⊕ = FIRE HYDRANT
- ⊖ = WATER VALVE
- C = CALCULATED
- CONC. = CONCRETE
- ☐ = CATCH BASIN
- = GUY WIRE
- ⊙ = MAN HOLE
- = FENCE
- △ = LITE
- ▲ = SIGN

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

FLIGHT DATE OF PHOTO BY OTHERS IS 01/29/2007 TO 03/05/2007.

COORDINATES SHOWN ARE GRID

DATUM = NAD 83, 1990 ADJUSTMENT

ZONE = FLORIDA EAST

LINEAR UNITS = US SURVEY FOOT

COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION

ALL DISTANCES ARE GROUND.

PROJECT SCALE FACTOR = 1.000039180

GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE

ALL FEATURE SYMBOLS SHOWN ARE NOT TO SCALE.

CERTIFIED TO: PALM BEACH COUNTY, DEPARTMENT OF AIRPORTS.

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

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

GLENN W. MARK PLS  
FLORIDA CERTIFICATE NO. 5304

DATE

PALM BEACH COUNTY  
ENGINEERING AND PUBLIC WORKS  
ENGINEERING SERVICES  
2500 NORTH JOG ROAD  
WEST PALM BEACH, FL 33411

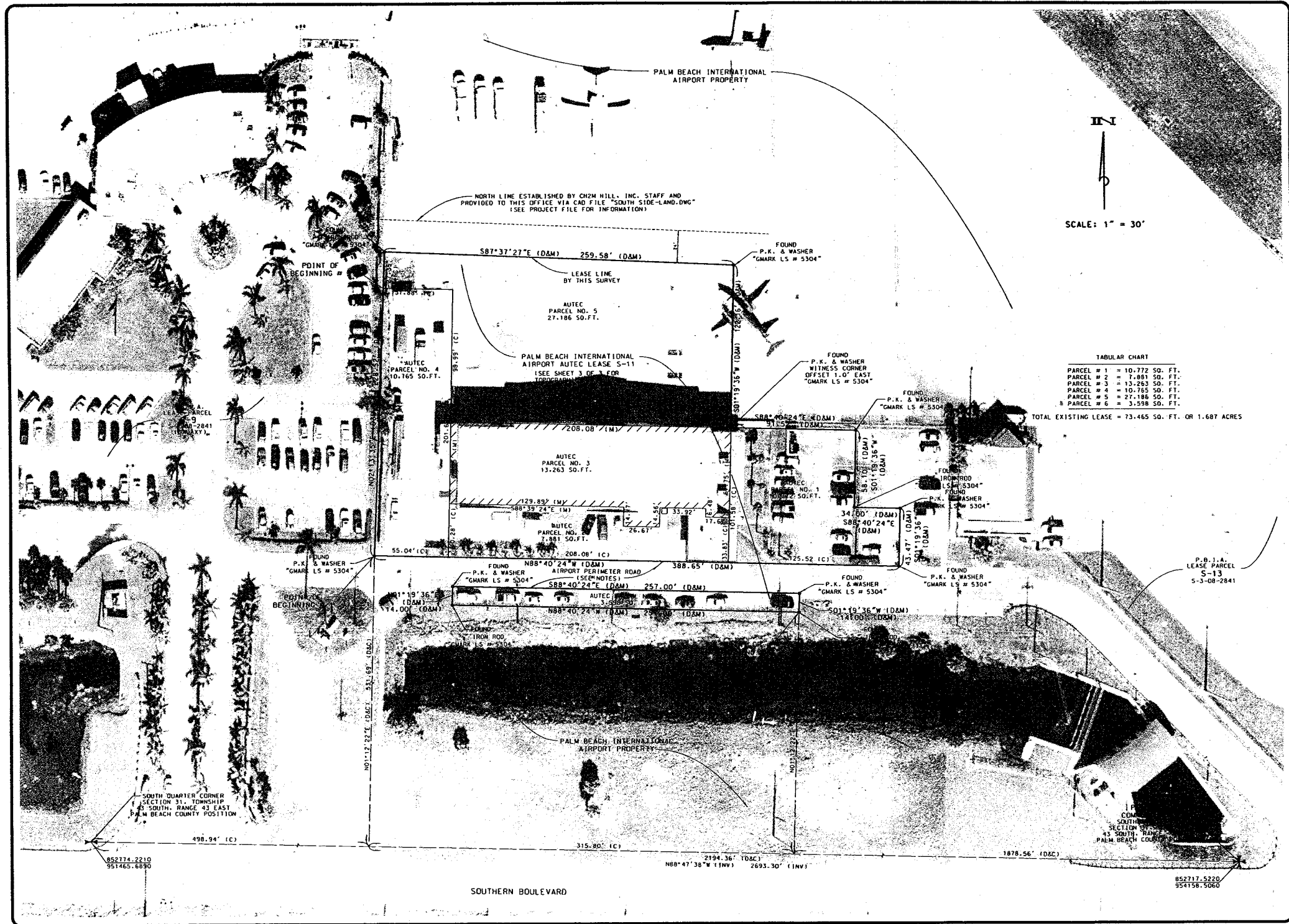


DATE	BY	REVISION	NO.	SCALE:
05/27/08	GM	1	1	1" = 300'
		REVISION		APPROVED: G. W. MARK
		REVISION		DRAWN: E. A. O.
		REVISION		CHECKED: W. C. E.
		REVISION		DATE: 5/23/08
		REVISION		FIELD BOOK NO. 1123 R, S, & U

PROJECT:  
**P.B.I.A.  
AUTEC LEASE (S-11)  
BOUNDARY SURVEY**  
DESIGN FILE NAME: S-1-08-2858.DGN  
DRAWING NO.: S-1-08-2858

SHEET: 1  
OF: 3  
PROJECT NO.: 2008013-14





SCALE: 1" = 30'

TABULAR CHART

PARCEL # 1	= 10,772 SQ. FT.
PARCEL # 2	= 7,881 SQ. FT.
PARCEL # 3	= 13,263 SQ. FT.
PARCEL # 4	= 10,765 SQ. FT.
PARCEL # 5	= 27,186 SQ. FT.
PARCEL # 6	= 3,338 SQ. FT.

TOTAL EXISTING LEASE = 73,465 SQ. FT. OR 1.687 ACRES

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



NO.	REVISION	BY	DATE
1	REMOVED PARCEL # 5 REMOVED PARCEL # 6 TO 5	DM	11/09

SCALE: 1" = 30'  
APPROVED: G.W.M.  
DRAWN: E.A.O.  
CHECKED: W.C.E.  
DATE: 5/23/08

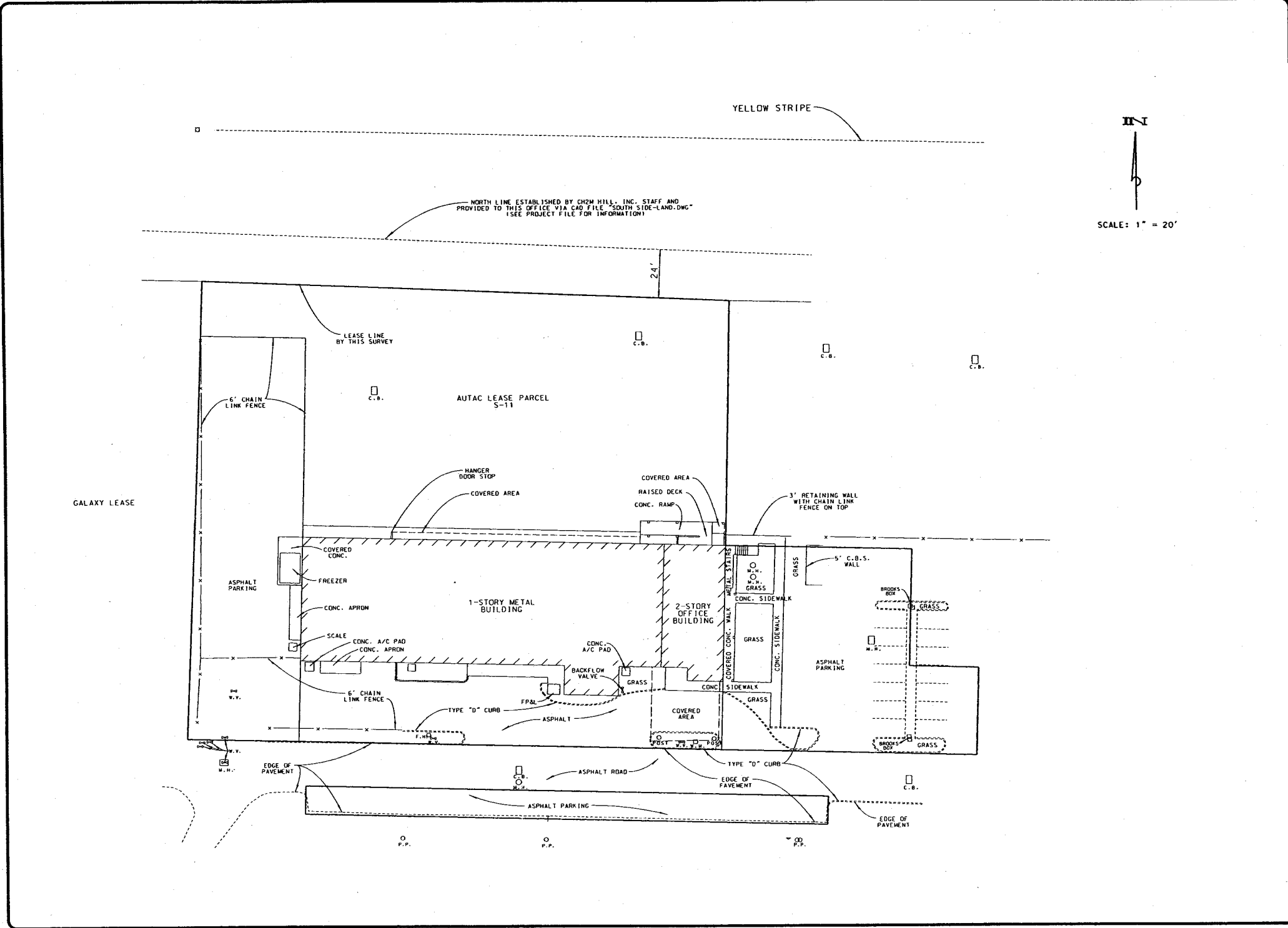
TITLE BOOK NO.: 1123  
PAGE NO.: 5, 6

PROJECT:  
P.B.I.A.  
AUTC LEASE (S-11)  
BOUNDARY SURVEY

DESIGN FILE NAME: S-11-08-1188.DGN  
DATE: 8-3-08-2858  
QUANTITY: 5-13

SHEET: 2  
OF: 3  
PROJECT NO.: 2008013-14





SCALE: 1" = 20'

PALM BEACH COUNTY  
 ENGINEERING AND PUBLIC WORKS  
**ENGINEERING SERVICES**  
 100 AUSTRALIAN AVENUE  
 WEST PALM BEACH, FL 33406

NO.	1	BY DATE	GWM 13/08
REVISION	REMOVED PARCEL 5A TO 5		
SCALE:	1" = 30'	APPROVED:	G.W.M.
DRAWN:	E.A.O.	CHECKED:	W.C.E.
DATE	5/23/08	FIELD BOOK NO.	1123 R. S. & U

PROJECT: P.B.I.A. AUTAC LEASE (S-11) BOUNDARY SURVEY  
 DESIGN FILE NAME: S-3-08-2838.DGN  
 DRAWING NO.: S-3-08-2838

SHEET:	3
OF:	5
PROJECT NO.	1008013-14



**ACORD****CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)  
05/18/2009
**PRODUCER**  
 Aon Risk Insurance Services West, Inc.  
 Los Angeles CA Office  
 707 Wilshire Boulevard  
 Suite 2600  
 Los Angeles CA 90017-0460 USA  
  
 PHONE-(866) 283-7122 FAX-(847) 953-5390

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

**INSURED**  
 Computer Sciences Corporation  
 CSC Applied Technologies LLC  
 2100 E. Grand Ave.  
 El Segundo, CA 90245 USA

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Zurich American Ins Co	16535
INSURER B:	American Zurich Ins Co	40142
INSURER C:	National Union Fire Ins Co of Pittsburgh	19445
INSURER D:		
INSURER E:		

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MMDDYY)	POLICY EXPIRATION DATE(MMDDYY)	LIMITS	
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	GL0591587503	09/01/08	09/01/09	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$250,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
A	A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS	BAP591587303 Non-Exec Auto BAP591599003 Exec Auto	09/01/08	09/01/09	COMBINED SINGLE LIMIT (Ea accident)	\$3,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC AGG	
C		<b>EXCESS / UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	BE6081871	09/01/08	09/01/09	EACH OCCURRENCE	\$4,000,000
						AGGREGATE	\$4,000,000
B	A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	wc591587603 Work Comp - AOS wc591587703 Work Comp - WI	09/01/08	09/01/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
						E.L. DISEASE-POLICY LIMIT	\$1,000,000
		<b>OTHER</b>					

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
 Re: Leased premises at 1624 Perimeter Road, West Palm Beach, FL;  
 Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its officers, Employees and Agents are included as Additional Insured, but only to the extent covered by the insurance policy.

**CERTIFICATE HOLDER**  
 Palm Beach County BOCC  
 c/o Department of Airports  
 Attn: Deputy Director, Airports Business Affairs  
 846 Palm Beach International Airport  
 West Palm Beach FL 33406-1470 USA

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

 Holder Identifier : 071809  
 Certificate No : 570034455744

**Attachment to ACORD Certificate for** Computer Sciences Corporation

The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

**INSURED**

Computer Sciences Corporation  
 CSC Applied Technologies LLC  
 2100 E. Grand Ave.  
 El Segundo, CA 90245 USA

INSURER
INSURER
INSURER
INSURER
INSURER

**ADDITIONAL POLICIES**

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER POLICY DESCRIPTION	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

Waiver of Subrogation is granted in favor of Certificate Holder as required by written contract but limited to the operations of the Insured under said contract, and always subject to the policy terms, conditions and exclusions.

Auto Physical Damage Coverage is Self-Insured by Computer Sciences Corporation.

Certificate No : 570034455744