

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: July 20, 2010

<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing

Department:

Submitted By: Department of Airports

Submitted For:

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Fixed Base Operator (FBO) Lease Agreement (Lease) for the North County General Aviation (North County Airport) and Palm Beach County Glades Airports (Pahokee Airport) with Piedmont Hawthorne Aviation, LLC, d/b/a Landmark Aviation (Landmark), commencing on September 1, 2010 for an initial term of 10 years and minimum rental payment and fees of \$719,500 for the first lease year.

Summary: On March 24, 2010, the Department of Airports (Department) issued RFP No. NCGL-10-5 for Fixed Base Operator Lease Agreement for the North County and Pahokee Airports. Five proposals were received. On June 2, 2010, the Selection Committee recommended the selection of Landmark after reviewing the proposals and hearing oral presentations. Landmark currently conducts business within Palm Beach County as the FBO at the North County Airport, headquartered out of Houston, Texas. The Lease provides for the lease of the following facilities at both airports: terminal buildings, aircraft storage hangars, maintenance hangars, storage units and aviation fuel farms. For the first lease year, Landmark will pay the County: the greater of a minimum annual rental of \$650,000 or percentage rent in the amount of 55% of gross real estate revenues; a license fee of \$35,500 for use of aircraft parking areas; and fuel farm rental fees of \$34,000. The minimum annual rental will be adjusted each lease year based the greater of the prior year's minimum annual rental or 85% of the prior year's percentage rent. The percentage rent is anticipated to exceed the minimum annual rental in the first lease year. The percentage rent will escalate by 0.5% each lease year up to 60% of gross real estate revenues. The initial term of the lease will expire on August 31, 2020, which may be extended for one additional 5-year term upon mutual agreement of the parties. Landmark will assume the cost of property insurance and will be responsible for the majority of maintenance costs for both airports. The County will retain responsibility for certain major repair items, such as repairs to foundations or structural walls and columns. Approval of the Lease is anticipated to result in an increase in net revenues to the County over the prior fiscal year of approximately \$500,000. **Countywide** (HJF)

Background and Justification: FBO services are currently provided at the North County Airport by Landmark (R2004-1798) and Pahokee Airport by Pahokee Aviation (R2004-0287) under management agreements. Leases for use of aircraft storage hangars are currently managed directly by the Department and rentals are collected by Landmark on behalf of the County. The County is responsible for the cost of property insurance and repair and maintenance costs at both airports. **(Continued on page 3)**

Attachments:

1. Lease (3)

Recommended By:

Department Director

7/7/10

Date,

Approved By:

County Administrator

7/14/10

Date _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures					
Operating Costs					
Operating Revenues	<u>(\$59,958)</u>	<u>(\$719,500)</u>	<u>(\$719,500)</u>	<u>(\$719,500)</u>	<u>(\$719,500)</u>
Program Income (County)					
In-Kind Match (County)					
Operating Costs					
NET FISCAL IMPACT	<u>(\$59,958)</u>	<u>(\$719,500)</u>	<u>(\$719,500)</u>	<u>(\$719,500)</u>	<u>(\$719,500)</u>
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Proposed Budget? Yes X No
Budget Account No: Fund 4100 Department 120 Unit 8240/8250 RSource 440S/441S/442S
Reporting Category

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

For the first lease year, Landmark is required to pay the greater of the minimum annual rental of \$650,000 or the percentage rent, which will be 55% of gross real estate revenues. Gross real estate revenues are anticipated to be approximately \$1,500,000 based on historical rental revenues and appraisal information. Landmark is also required to pay \$35,500 in license fees for use of the aircraft parking apron and \$34,000 for rental of the fuel farms.

C. Departmental Fiscal Review: CM Simon

III. REVIEW COMMENTS

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

N. Dillen 7/14/2010
OFMB VA
7/12/10 7/14/10

Dr. J. Jacobson 7/15/10
Contract Dev. and Control
E Jones 7/15/10

B. Legal Sufficiency:

St. J. J. J. 7/15/10
Assistant County Attorney

This Contract complies with our
contract review requirements.

C. Other Department Review:

Department Director

Background and Justification (continued):

Under the current management agreement, Landmark retains revenues for various FBO services and receives a 5% administrative fee for collection of rents for aircraft storage hangars. Landmark pays the County for the use of portions of the terminal building and certain hangars. In addition to paying a management fee to Pahokee Aviation, the County currently bears all costs of operating the Pahokee Airport. After all revenues were collected and expenses paid, the net revenue to the County from the operation of both airports was less than \$200,000 in fiscal year 2009. It is anticipated that approval of this Lease will result in a significant increase in net revenue to the County from the operation of the airports.

FIXED BASE OPERATOR
LEASE AGREEMENT

Department of Airports

Palm Beach County, Florida

FIXED BASE OPERATOR LEASE AGREEMENT

THIS FIXED BASE OPERATOR LEASE AGREEMENT (this "Lease") is made and entered into as of _____, 2010, by and between **Palm Beach County**, a political subdivision of the State of Florida ("County"), and **Piedmont Hawthorne Aviation, LLC, d/b/a Landmark Aviation**, a Delaware limited liability company, having its office and principal place of business at 1500 CityWest Boulevard, Suite 600, Houston, Texas 77042 ("Tenant").

WITNESSETH:

WHEREAS, County, by and through its Department of Airports, owns and operates the North Palm Beach County General Aviation Airport and Palm Beach County Glades Airport, both of which are located in Palm Beach County, Florida; and

WHEREAS, County issued Request for Proposals for Fixed Base Operator Lease Agreement at the North Palm Beach County General Aviation and Palm Beach County Glades Airports, RFP No. NCGL 10-5 ("RFP") for the provision of fixed base operator services at both airports; and

WHEREAS, Tenant has indicated a willingness and demonstrated the ability to properly finance, operate, and manage fixed base operations in accordance with the terms of this Lease.

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

ARTICLE 1 RECITALS

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

ARTICLE 2 DEFINITIONS

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

2.01 **"Additional Rent"** has the meaning set forth in Section 5.13.

2.02 **"Adjustment Date"** has the meaning set forth in Section 5.03(B).

2.03 **"Airports"** means the Palm Beach County Glades Airport and the North Palm Beach County General Aviation Airport both located in Palm Beach County, Florida.

2.04 **"Airport Rules and Regulations"** means the Palm Beach County Airport Rules and Regulations adopted by Resolution No. R-98-220, as now or hereafter amended, and any successor ordinance or resolution regulating activities or operations on the Airport.

2.05 **"Annual Report"** has the meaning set forth in Section 6.03.

2.06 **"Assignment"** has the meaning set forth in Section 17.01.

2.07 **"Assignee"** has the meaning set forth in Section 17.01.

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 **"Bond"** has the meaning set forth in Section 5.04.

2.10 **"Board"** means the Board of County Commissioners of Palm Beach County, Florida.

2.11 **"Business Day"** means any day other than a Saturday, Sunday or County holiday. Use of the word "day", as opposed to Business Day, means calendar day of twenty four (24) hours measured from midnight to the next midnight.

2.12 **"Commencement Date"** has the meaning set forth in Article 3.

2.13 **"County Assessment"** means: (i) the Phase I Environmental Site Assessment of the North County Airport dated February 24, 2010, performed by Dunkelberger Engineering & Testing, Inc.; and (ii) the Phase I Environmental Site Assessment of the Pahokee Airport dated March 30, 2010 and Phase II Environmental Site Assessment of the Pahokee Airport dated April 9, 2010, both performed by Dunkelberger Engineering & Testing, Inc.

2.14 **"County Rate Sheet"** has the meaning set forth in Section 5.03(A).

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

2.16 **"Director"** means the Director or Acting Director of the Department of Airports.

2.17 **"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.

2.18 **"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.

2.19 **"DHS"** means the United States Department of Homeland Security or any successor thereto.

2.20 **"Effective Date"** means the date that this Lease was approved by the Board and signed by all parties.

2.21 **"Environmental Laws"** all applicable federal, state or local laws, statutes, ordinances, rules, regulations or governmental restrictions relating to the protection of the environment, human health, welfare or safety, or to the emission, discharge, seepage or release of Hazardous Substances into the environment, including, without limitation, ambient air, surface water, groundwater or land, or otherwise relating to the handling of such Hazardous Substances.

2.22 **"FAA"** means the Federal Aviation Administration.

2.23 **"Fuel Farms"** means the aviation fuel farms located on the Premises, including all related appurtenances and equipment.

2.24 **"Fuel Farm Rental"** has the meaning set forth in Section 5.06.

2.25 **"Fuel Flowage Fees"** has the meaning set forth in Section 5.05.

2.26 **“Gate Cards”** has the meaning set forth in Section 4.08.

2.27 **“General Aviation Manager”** means the person(s) designated by the Director as the manager of County’s general aviation airports.

2.28 **“Gross Real Estate Revenues”** means all revenues, amounts, rentals, fees and charges paid or payable to Tenant, regardless of where, how (cash, credit, barter or otherwise) or by whom payment is made and whether or not collected, for the right or privilege to lease, license, use or otherwise occupy the Leased Premises, or any portion thereof, including, without limitation, amounts paid or payable to Tenant for the lease, license, use or occupancy of office, hangar, maintenance or terminal facilities and unimproved or improved ground. Unless expressly and specifically excluded from Gross Real Estate Revenues, all revenues derived from, arising out of or becoming payable on account of lease, license, use or occupancy of the Leased Premises, or any portion thereof, whether directly or indirectly, shall be included in Gross Real Estate Revenues. Gross Real Estate Revenues shall not include the amount of any sales taxes or other similar taxes, now or hereafter levied or imposed, which are separately stated and collected from customers, licensees or subtenants and directly paid out by Tenant to the applicable governmental entity. In the event Tenant fails or elects not to charge any subtenant, licensee, occupant, user or any other person whomsoever for lease, license, use or occupancy of the Leased Premises, or any portion thereof, for any reason whatsoever, the amount customarily charged for the lease, license, use or occupancy of similar facilities or areas shall be included in the calculation of Gross Real Estate Revenues. Further, no deduction shall be made from Gross Real Estate Revenues by reason of any discounts or price reductions granted by Tenant or by reason of any credit loss, charge, or deduction that may be incurred by reason of the acceptance or use of credit cards or other credit or charge arrangements.

2.29 **“Hangar Leases”** has the meaning set forth in Section 4.07.

2.30 **“Hazardous Substances”** shall mean any contaminant, hazardous or toxic substance, material or waste of any kind or any other substance that is regulated by any Environmental Laws.

2.31 **“Leased Premises”** means those portions of the real property more particularly described in the:

- (A) North County Airport Terminal Lease Survey (N.C.A.-1) Boundary Survey, attached hereto as **Exhibit “A1”**, which are identified as: (i) Tracts 2, 3 and 4, together with all buildings and improvements constructed thereon, including Building Nos. 11550, 11600, 11610 and 11400, subject to any easements, rights-of-way and any other encumbrances of record; and (ii) Building Nos. 11200, 11210, 11220, 11230, 11240, 11250, 11300, 11350, 11720, 11730, 11740, 11750, 11760, 11770, subject to the Hangar Leases and easements, rights-of-way and any other encumbrances of record.
- (B) Boundary and Topographic Survey of the Pahokee/Glades Airport Lease Parcel, attached hereto as **Exhibit “A2”**, which are identified as the Pahokee/Glades Airport Lease Parcel, together with all buildings and improvements constructed thereon, including Building Nos. 201 and 3800, subject to the Hangar Leases and easements, rights-of-way and any other encumbrances of record.
- (C) Notwithstanding the foregoing, the Leased Premises shall not include: (i) the vehicular access roads located at the North County Airport within the area identified as “Tract 2” of **Exhibit “A1”**; (ii) the area at the Pahokee Airport identified in **Exhibit “A2”** as the “Preferential Aircraft Parking Apron”; and (iii) the vehicular access roads located within the area at the Pahokee Airport identified as the Pahokee/Glades Airport Lease Parcel in **Exhibit “A2”**.

- 2.32 **"Letter of Credit"** has the meaning set forth in Section 5.04.
- 2.33 **"Licensed Premises"** means the real property, including the improvements constructed thereon, more particularly described in: (i) **Exhibit "A1"** as Tract 1, the "Preferential Aircraft Parking Apron", located at the North County Airport; (ii) **Exhibit "A2"** as the "Preferential Aircraft Parking Apron", located at the Pahokee Airport; and (iii) the vehicular access roads located within areas identified as Tract 2 in **Exhibit "A1"** at the North County Airport and Pahokee/Glades Airport Lease Parcel in **Exhibit "A2"** at the Pahokee Airport. The Licensed Premises shall be subject to easements, rights-of-way and any other encumbrances of record.
- 2.34 **"Lease Year"** means a twelve (12) month period commencing on September 1, 2010, and each twelve (12) month period thereafter.
- 2.35 **"Maintenance Contractor"** has the meaning set forth in Section 10.05(A).
- 2.36 **"Maintenance Records"** has the meaning set forth in Section 10.05(B).
- 2.37 **"Major Repairs"** means a repair that: (i) is estimated to cost Three Thousand Five Hundred Dollars (\$3,500) or more to complete; and (ii) falls within one (1) of the following categories: repairs to building foundations; major roof repair or replacement; repairs to interior structural walls and columns; structural repairs to the exterior of the buildings (excluding, doors, doorframes, windows and glass); resurfacing of vehicular parking and aircraft apron areas; and replacement of heating and air conditioning systems.
- 2.38 **"Minimum Annual Rental"** has the meaning set forth in Section 5.02.
- 2.39 **"Minimum Investment"** has the meaning set forth in Section 8.01(B).
- 2.40 **"Minimum Standards"** means the General Aviation Minimum Standards for commercial aeronautical activities for the North Palm Beach County General Aviation Airport and Palm Beach County Glades Airport adopted by Resolution No. 2009-0971, as hereafter amended and any successor general aviation minimum standards adopted for such airports.
- 2.41 **"Monthly Percentage Rent"** means fifty five percent (55%) of monthly Gross Real Estate Revenues for the first Lease Year. The Monthly Percentage Rent shall be increased by one-half percent (.50%) each Lease Year thereafter up to sixty (60%) of Gross Real Estate Revenues.
- 2.42 **"Monthly Report"** has the meaning set forth in Section 6.02.
- 2.43 **"North County Airport"** means the North County General Aviation Airport, located in Palm Beach County.
- 2.44 **"Pahokee Airport"** means the Palm Beach County Glades Airport, located in Palm Beach County.
- 2.45 **"Percentage Rent"** means fifty five percent (55%) of annual Gross Real Estate Revenues for the first Lease Year. The Percentage Rent shall be increased by one-half percent (.50%) each Lease Year thereafter up to (60%) of Gross Real Estate Revenues.
- 2.46 **"Person"** includes any partnerships, joint ventures, associations, corporations, limited liability companies, trusts or other entities, and natural persons.
- 2.47 **"PF&W Insurance"** has the meaning set forth in Section 13.08.
- 2.48 **"Phase I ESA"** has the meaning set forth in Section 21.05.
- 2.49 **"Plans"** has the meaning set forth in Section 8.01(C).

2.50 **"Public Airport Facilities"** means the interior access roadways, pedestrian sidewalks, airfield facilities (including, without limitation, taxiways, taxilanes and runways) and other public facilities appurtenant to the Airports that are not leased to, licensed to or otherwise under the contractual control of Tenant or third parties.

2.51 **"Premises"** means the Leased Premises and the Licensed Premises.

2.52 **"Rental Rates"** means any amounts, rentals, fees or other charges imposed by Tenant for the lease, license, use or occupancy of the Premises, or any portion thereof.

2.53 **"Required Improvements"** has the meaning set forth in Section 8.01(A).

2.54 **"Risk Management Department"** means the Palm Beach County Risk Management Department.

2.55 **"RFP"** has the meaning set forth in the recitals to this Lease.

2.56 **"Security Deposit"** has the meaning set forth in Section 5.04.

2.57 **"SOP"** has the meaning set forth in Section 10.05(G).

2.58 **"SPCC Plan"** has the meaning set forth in Section 10.05(F).

2.59 **"Storage Hangars"** means the aircraft storage hangar units at the North County Airport located in Building Nos. 11200, 11210, 11220, 11230, 11240, 11300, 11350, 11720, 11730, 11740, 11750, 11760, 11770, as more particularly identified on **Exhibit "A1"**, and the aircraft storage hangars at the Pahokee Airport located in Building No. 201, as more particularly identified on **Exhibit "A2"**.

2.60 **"Tenant Parties"** means Tenant and its sublessees, contractors, employees, officers, licensees, agents and invitees.

2.61 **"Term"** means the initial term of this Lease as provided in Article 3 and any extension thereof.

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

ARTICLE 3

TERM

The initial term of this Lease shall be for ten (10) years, commencing on September 1, 2010 (the **"Commencement Date"**) and expiring on August 31, 2020. Provided that Tenant is not in default of this Lease, the initial term of this Lease may be extended for one additional five (5) year period upon mutual agreement of the parties upon the same terms and conditions.

ARTICLE 4

PREMISES AND PRIVILEGES

4.01 **Description of Leased Premises.** County hereby demises and leases to Tenant, and Tenant rents from County the Leased Premises subject to the terms, conditions and covenants as set forth herein. Tenant acknowledges and agrees that Tenant accepts the Leased Premises subject to the Hangar Leases (as hereinafter defined). Tenant acknowledges and agrees that Building Nos. 11760 and 11770 at the North County Airport, as more particularly identified on **Exhibit "A1"**, are currently under construction and Tenant shall not be permitted to use or occupy the aforementioned buildings until a permanent certificate of occupancy has been issued for each of the buildings.

4.02 **Description of Licensed Premises.** Subject to the terms and conditions of this Lease, County hereby grants Tenant: (i) a preferential, non-exclusive license to use those

portions of the Licensed Premises identified in Exhibit "A1" as the "Preferential Aircraft Parking Apron" and in Exhibit "A2" as the "Preferential Aircraft Parking Apron" for aircraft parking services; and (ii) a non-exclusive license to use the vehicular access roads located within the Licensed Premises for vehicular access to the Premises. Nothing in this Lease shall be construed as granting Tenant any title, interest or estate in the Licensed Premises.

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

(A) Required Services. Tenant shall have the right and obligation to offer those products and services set forth in the Minimum Standards applicable to Tenant's operations as a Fixed Base Operator on a nonexclusive basis, including, without limitation:

- (1) Aircraft maintenance for the types of aircraft normally frequenting the Airports
- (2) Enclosed aircraft hangar storage and tie-down service.
- (3) Aircraft parking.
- (4) Aircraft marshaling and towing services.
- (5) Removal of disabled aircraft.
- (6) Delivering and dispensing aviation fuels and lubricating oils. In connection with the sale or dispensing of such products upon the Premises or otherwise, County assumes no responsibility for the acts of any supplier regarding delivery, quality of product, or maintenance of supplier-owned or Tenant-owned equipment. Aviation fuels and lubricating oils shall be sold, stored and dispensed by Tenant in accordance with all federal, state and local laws. Tenant shall provide sufficient quantities of fuel at each of the Airports to meet the needs of the Airport users and the requirements of the Minimum Standards.
- (7) Oxygen, nitrogen and compressed air services.
- (8) Ground power.
- (9) Provide sufficient quantities of aviation supplies and amenities, which are customary or expected in the provision of general aviation support services, including, without limitation, pilot supplies such as windshield cleaner, flashlights, batteries, flight training supplies and aeronautical charts.

(B) Optional Services. Tenant shall have the nonexclusive right to provide the following services and products in addition to the required services listed in Section 4.03(A) above:

- (1) Sale of aircraft, aircraft components, parts and accessories.
- (2) Aerial survey.
- (3) Aerial photography and mapping.
- (4) Air ambulance.
- (5) Aircraft painting and/or aircraft upholstery repair.

- (6) Scheduled and nonscheduled air charter services for transporting passengers, cargo and mail.
- (7) Avionics and instrument repair.
- (8) Propeller repair.
- (9) Manufacture of aircraft components and accessories.
- (10) Merchandise shop, selling aviation-related products incidental to the usual activities of a fixed base operation.
- (11) Aircraft rental.
- (12) Air cargo and/or courier mail handling facilities and associated aircraft handling, servicing and fueling.
- (13) Rental car agent for rental car companies authorized by County to conduct business at the Airport by permit or other agreement.
- (14) Such other compatible aviation-related services for which Department has given its prior written consent, which consent may be granted or withheld in Department's sole discretion.

4.04 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 in writing, including, without limitation, the following products and services:

- (A) Restaurant, coffee shop, lounge, or cafeteria, unless otherwise approved in writing by the Department. Notwithstanding the foregoing, Tenant may provide a cafeteria solely for its employees and/or its subtenants. Tenant may also engage in limited sales of pre-packaged snacks and bottled beverages (excluding alcoholic beverages), such as bagged chips, soda and water, to its customers, unless and until County elects to cause vending machines to be installed at the Airport or a food and beverage concession or other similar operation is established at the Airport.
- (B) Sale or dispensing of alcoholic beverages.
- (C) Sale of non-aviation products other than the sale of company specialty items of Tenant, such as shirts and hats.
- (D) Air shows.
- (E) Any use prohibited by law or not related to aviation.

4.05 Description of General Privileges, Uses and Rights. In addition to the specific privileges, uses and rights granted in Section 4.03 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 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.
- (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 4.05, nothing in this Lease shall be construed to grant to Tenant the right to use or occupy any space or area improved or unimproved on the Airports other than the Premises.

4.06 Office Space/Storage Hangars.

- (A) Tenant shall make Office No. 3 located within Building 11600 (Terminal Building) at the North County Airport, which consists of approximately one hundred seventy seven (177) square feet of office space, available for use and occupancy by County's General Aviation Manager.
- (B) Tenant shall make the storage units in the following buildings at the North County Airport available for use and occupancy by County: Building 11200, Unit A; Building 11220, Unit B; Building 11230, Unit A; Building 11720, Units A and D; Building 11730, Units C and D; and Building 11740, Unit A. Tenant shall make storage Unit B in Building 201 at the Pahoake Airport available for use and occupancy by County.

4.07 Assignment of Hangar Leases. Effective upon the Commencement Date, County absolutely and irrevocably assigns, transfers, sets over, grants, bargains, sells, remises, and conveys unto Tenant all of its right, title and interest as landlord in, to and under the leases identified in the attached **Exhibit "B"** (the "**Hangar Leases**"). Tenant hereby accepts County's assignment and unconditionally and expressly assumes all of the obligations, responsibilities, and liabilities of County under the Hangar Leases, as landlord, arising and to be performed on and after the Commencement Date. County shall transfer the security deposits held pursuant to the Hangar Leases to Tenant within sixty (60) Business Days of the Commencement Date.

4.08 Airport Access Gates. All gate access cards (the "**Gate Cards**") providing airfield access shall be issued by County. County has established a non-refundable application fee of Twenty Five Dollars (\$25) for each new Gate Card issued and a fee of Fifty Dollars (\$50) for each lost or unreturned Gate Card. Tenant shall be responsible for the security of all Gate Cards issued to Tenant's officers, employees, subtenants and contractors. Tenant shall be responsible for ensuring that all Gate Cards issued to Tenant's officers, employees or contractors shall be returned to County upon the expiration or earlier termination of this Lease. Tenant shall collect on behalf of County any Gate Cards issued by County to Tenant's subtenants or contractors upon the termination of Tenant's contractual relationship with such subtenant or contractor. All Gate Cards collected by Tenant on behalf of County shall be promptly returned to County. Tenant shall be responsible for payment of any fees for lost or unreturned Gate Cards issued to Tenant, its officers, employees, subtenants and contractors. The fees set forth in this Section 4.08 may be modified from time to time upon thirty (30) days prior written notice to Tenant.

4.09 Compliance with Minimum Standards. Tenant agrees to comply with the requirements set forth in the Minimum Standards applicable to Tenant's operations at the Airports as a Fixed Base Operator. Except as otherwise provided for in this Section 4.09, 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 County. Notwithstanding the foregoing, County acknowledges and agrees that: (i) Tenant's obligation to provide in-out services at no charge shall be limited to aircraft hangars utilized by Tenant for storage of aircraft owned by more than one customer pursuant to Section 3-2 of the Minimum Standards; (ii) Tenant's obligations under Section 3-4 of the Minimum Standards shall be satisfied by the lease of the Fuel Farms pursuant to this Lease; (iii) notwithstanding the provisions of Section 3-7 of the Minimum Standards applicable to the North County Airport, Tenant shall be permitted to have one (1) properly trained and qualified employee providing aircraft fueling, parking, ground service and customer service support between the hours 9:30 p.m. and 6:00 a.m. (EST or EDT, whichever is in use) at the North County

Airport, unless otherwise required by law or the security requirements of the FAA or TSA; (iv) notwithstanding the provisions of Section 3-8(b) of the Minimum Standards applicable to the Pahokee Airport, Tenant may provide aircraft maintenance services on an on-call basis, with a response time not to exceed two (2) hours.

4.10 Condition and Use of the Premises. Subject to the provisions of Article 10 of this Lease, Tenant expressly acknowledges that it has inspected the Premises and Airports and accepts them in their "AS IS CONDITION" and "WITH ALL FAULTS", together with all defects, latent and patent, if any. Tenant further acknowledges that County has made no representations or warranties of any nature whatsoever regarding the Airports or the Premises including, without limitation, 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. Tenant shall pay to County the greater of Percentage Rent or the Minimum Annual Rental, which shall be payable on a monthly basis as provided for in Section 5.02 below.

5.02 Minimum Annual Rental. The Minimum Annual Rental for each Lease Year shall be as follows:

Lease Year	Minimum Annual Rental
First Lease Year	\$650,000
Second Lease Year and each Lease Year thereafter through remainder of the Term	The greater of: (i) the Minimum Annual Rental for the preceding Lease Year; or (ii) eighty five percent (85%) of the Percentage Rent for the preceding Lease Year. Notwithstanding the foregoing, the Minimum Annual Rental shall never be less than the Minimum Annual Rental for the First Lease Year.

- (A) Commencing September 1, 2010 and on the first (1st) day of each and every month thereafter, Tenant shall pay to County one-twelfth (1/12) of the then current Minimum Annual Rent, without demand, deduction, holdback or setoff. In the event the Monthly Percentage Rent is greater than (1/12) of the then current Minimum Annual Rental, Tenant shall pay the difference to County with the Monthly Report required by Section 6.02 on or before the twentieth (20th) day of each and every month, without demand, deduction or setoff, throughout the Term of this Lease.
- (B) The Minimum Annual Rental shall be adjusted effective each October 1st throughout the Term of this Lease based upon the information submitted in the Monthly Reports. In the event the Annual Report required by Section 6.03 reveals a discrepancy in the amounts reported, then the Department may adjust the Minimum Annual Rent based upon the information contained in the Annual Report.

5.03 Rental Rates.

- (A) Tenant shall not increase the rental rates set forth in the attached Exhibit "C" (the "County Rate Sheet") established by County for the hangars and facilities listed

- in County Rate Sheet on or before September 1, 2011. Tenant may increase the Rental Rates for the hangars and facilities listed in County Rate Sheet on or after September 1, 2011 based on the rental rates set forth in the attached **Exhibit "D"** or based on an appraisal obtained by Tenant in accordance with the requirements of Section 5.03(C) below.
- (B) Tenant shall establish, maintain and charge fair, reasonable and non-discriminatory Rental Rates for the lease, license, use or occupancy of the Premises, or any portion thereof, consistent with the requirements of this Section 5.03. Tenant acknowledges and agrees that Rental Rates shall not be permitted to fall below eighty five (85%) of the appraised fair market value throughout the Term of this Lease. On October 1, 2013, and each three (3) year anniversary thereof (each such date and anniversary thereof, an "Adjustment Date"), Tenant shall select an appraiser, reasonably acceptable to County, who shall appraise the buildings and improvements located on the Leased Premises to determine their fair market rental value. The cost of the appraisal shall be borne by Tenant. Tenant shall deliver a written copy of the appraisal to County within thirty (30) days prior to the Adjustment Date along with any proposed changes to the Rental Rates to ensure compliance with the requirements of this Section 5.03 for review and approval by County, which approval shall not be unreasonably withheld, conditioned or delayed.
- (C) In the event Tenant desires to increase or otherwise modify any of the Rental Rates on a date other than the Adjustment Date, Tenant shall provide County a written copy of the Rent Rates for review and approval by County, which approval shall not be unreasonably withheld, conditioned or delayed. Except as otherwise provided for herein, any modification to the Rent Roll shall be supported by an appraisal obtained by Tenant within the preceding three (3) months and performed by an appraiser reasonably acceptable to County. The cost of the appraisal shall be borne by Tenant.
- (D) County's failure to approve any Rental Rates pursuant to this Section 5.03 shall not be considered to be unreasonably withheld, conditioned or delayed if: (i) any of the proposed Rental Rates are less than eighty five percent (85%) of the appraised fair market value or more than one hundred twenty five percent (125%) of the appraised fair market rental value; (ii) the appraisal considers non-aeronautical properties or facilities as comparables; (iii) the proposed Rental Rates are inconsistent for similarly equipped and sized facilities located on the Premises; and/or (iv) Tenant has failed to obtain an appraisal that satisfies the requirements of this Section 5.03. Nothing in this Lease shall be construed as requiring County to obtain a second appraisal as provided in Section 5.03(E) prior to exercising its right to withhold approval of any Rental Rates pursuant to this paragraph.
- (E) Notwithstanding any provision of this Section 5.03 to the contrary, in the event County objects to the fair market rental value set forth in any appraisal obtained by Tenant for the Leased Premises, or any portion thereof, for any reason whatsoever, including, without limitation, the reasons set forth in Section 5.03(D) above, County may notify Tenant in writing of its objection within thirty (30) days of receipt of Tenant's appraisal and proposed Rent Rates. Provided that County has notified Tenant in writing of its objection to Tenant's appraisal within the aforementioned thirty (30) day period, County, at its sole cost and expense, may obtain a second appraisal. County shall provide Tenant with a copy of the second appraisal within ninety (90) days of the date of County's objection notice. In the event a second appraisal is obtained, and the fair market rental rates established in the two (2) appraisals vary by an amount less than or equal to twenty five percent (25%) of the average of the two (2) appraisals, then the fair market rental value shall be deemed to be the average of the two (2) appraisals. In the event the two (2) appraisals vary by an amount greater than twenty five percent (25%) of the average of the two (2) appraisals, then County and Tenant

shall jointly retain an appraiser, reasonably acceptable to both parties, to perform a third appraisal. Except as otherwise provided for below, the cost of the third appraisal shall be borne equally by the parties. In the event the parties are unable to agree upon the selection of the appraiser to conduct the third appraisal, County shall have the right to select the third appraiser; provided, however, the cost of the third appraisal shall be borne solely by County. In the event a third appraisal is obtained, the fair market rental rates of those portions of the Premises subject to the appraisal shall be deemed to be the average of the three (3) appraisals.

- (F) The parties agree that any appraisers selected pursuant to this Section 5.03 shall be qualified M.A.I. appraisers with demonstrated experience in appraising similar aeronautical use properties. The parties agree that any appraisals obtained pursuant to this Section 5.03 shall not include any hypothetical or extraordinary conditions or assumptions and shall be based on the existing conditions as of the date of the appraisal.

5.04 Security Deposit. Prior to the Effective Date of this Lease, Tenant shall post a security deposit with County equal to fifty percent (50%) of the Minimum Annual Rental (the "**Security Deposit**"). The Security Deposit shall serve as security for the payment of all sums due to County and shall also secure the performance of all obligations of Tenant to County. The Security Deposit shall be either in the form of a clean, Irrevocable Letter of Credit ("**Letter of Credit**") or a Surety Bond ("**Bond**") in form and substance satisfactory to County. In the event of any failure by Tenant to pay any rentals or charges when due or upon any other failure to perform any of its obligations or other default under this Lease, then in addition to any other rights and remedies available to County at law or in equity, County shall be entitled to draw on the Security Deposit and apply same to all amounts owed. Upon notice of any such draw, Tenant shall immediately replace the Security Deposit with a new Letter of Credit or Bond in the full amount of the Security Deposit required hereunder. Tenant shall promptly increase the amount of the Security Deposit to reflect any increases in Minimum Annual Rental payable hereunder. The Security Deposit shall be kept in full force and effect throughout the Term of this Lease and for a period of six (6) months after the expiration or earlier termination of this Lease. Not less than forty-five (45) days prior to any expiration date of a Letter of Credit or Bond, Tenant shall submit evidence in form satisfactory to County that such security instrument has been renewed. Failure to renew a Letter of Credit or Bond or to increase the amount of the Security Deposit as required by this Section 5.04 shall: (i) entitle County to draw down the full amount of such Security Deposit, and (ii) constitute a default of this Lease entitling County to all available remedies. The Security Deposit shall not be returned to Tenant until all obligations under this Lease are performed and satisfied. Prior to consent from County to any assignment of this Lease by Tenant, Tenant's assignee shall be required to provide a Security Deposit to County in accordance with the terms and conditions of this Section 5.04.

5.05 Fuel Flowage Fees. In addition to any other rental, fees or charges payable hereunder, including, without limitation, the Minimum Annual Rental and Percentage Rent, Tenant, on behalf of County, shall also collect fuel flowage fees, at the then current rate established by County for each gallon of aviation fuel and each gallon of oil, sold by or through Tenant at the Airport (hereinafter collectively referred to as the "**Fuel Flowage Fees**"), except that, unless otherwise advised in writing in advance by the Department, Fuel Flowage Fees shall not be collected for United States government military aircraft. Fuel Flowage Fees shall also be paid by Tenant to County for aircraft owned or operated by Tenant. Fuel Flowage Fees shall be paid to County on a monthly basis on or before the twentieth (20th) day of each month with the Monthly Report. Tenant acknowledges and agrees that County may adjust Fuel Flowage Fees from time to time, which adjustments may include, but shall not be limited to, adjustments to the rates, method of collection or basis for calculation. Tenant shall collect adjusted Fuel Flowage Fees in accordance with the requirements established by County.

5.06 Fuel Farm Rental. In addition to any other rental, fees or charges payable hereunder, including, without limitation, the Minimum Annual Rental and Percentage Rent, Tenant shall pay to County annual rental in the amount of Seventeen Thousand Dollars (\$17,000), together with applicable sales taxes, for the use and occupancy of the Fuel Farm located at the Pahokee Airport as more particularly identified on the attached Exhibit "A" and Seventeen Thousand Dollars (\$17,000), together with applicable sales taxes, for the Fuel Farm located at the North

County Airport as more particularly identified in the attached Exhibit "A" (hereinafter collectively referred to as the "**Fuel Farm Rental**"). The Fuel Farm Rental shall be payable in equal monthly installments, in advance, without demand and without any deduction, holdback or set off whatsoever, by the first (1st) day of each and every month.

5.07 Aircraft Parking Apron License Fee. In addition to any other rental, fees or charges payable hereunder, Tenant shall pay to County an annual license fee in the amount of One Thousand Five Hundred Dollars (\$1,500), together with applicable sales taxes, for use and occupancy of the Pahokee Airport Aircraft Apron and Thirty Four Thousand Dollars (\$34,000), together with applicable sales taxes, for the use and occupancy of the North County Airport Apron (hereinafter collectively referred to as the "**Apron License Fee**"). The Aircraft Parking Apron License Fee 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.

5.08 Adjustment of Fuel Farm Rental and Aircraft Parking Apron Fee. On the Adjustment Date, the Fuel Farm Rental and Aircraft Parking License Fee shall be increased by the amount obtained by multiplying the Fuel Farm Rental Fee and Aircraft Parking License Fee for each of the Airports 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. For purposes of this Section 5.08, the term "**Consumer Price Index**" shall mean the Consumer Price Index for Urban Wage Earners and Clerical Workers, United States city average, all items (1982 - 1984 = 100) or any successor thereto as promulgated by the Bureau of Labor Statistics of the United States Department of Labor. In the event that the Consumer Price Index ceases to use the 1982 - 1984 average of one hundred (100) as the basis of calculation, or if a substantial change is made in terms of particular items contained in the Consumer Price Index, then the Consumer Price Index shall be adjusted to the figure that would have been arrived at had the change in the manner of computing the Consumer Price Index in effect at the commencement of the term of this Lease not been affected. In the event the Consumer Price Index (or successor or substitute Consumer Price Index) is not available, a reliable governmental or other nonpartisan publication evaluating information theretofore used in determining the Consumer Price Index shall be used.

5.09 Fees and Charges. Nothing contained in this Lease shall preclude County from establishing other reasonable and non-discriminatory fees and charges applicable to aircraft operating at the Airport, including aircraft owned or operated by Tenant. Tenant expressly agrees to pay such fees and charges as if they were specifically included in this Lease.

5.10 Place of Payment. Payment of the Minimum Annual Rental, Fuel Farm Rental and Aircraft Parking Apron License Fee by Tenant to County shall commence upon the Commencement Date and shall be payable on the first (1st) day of each and every month thereafter without demand, deduction, holdback or setoff. Any payment due hereunder for any other fractional month shall be calculated and paid on a per diem basis. All sums due hereunder shall be delivered to the Palm Beach County Department of Airports, Finance Division, 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.

5.11 Late Payments - Interest. Tenant shall pay to County interest at the rate of one and one-half percent (1.5%) per month, on any late payments commencing ten (10) days after the amounts are due.

5.12 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.

5.13 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 (“**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.

5.14 Licenses, Fees, and Taxes. On or before their respective due dates, Tenant shall pay all applicable federal, state and local taxes, fees and special assessments levied upon Tenant, the Premises, the estate hereby granted, the business conducted on the Premises, any property used in connection with Tenant’s business, and any rentals or other sums payable hereunder.

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

ARTICLE 6 **COLLECTION OF FEES/REPORTING**

6.01 Collection of Fees. Tenant shall log the arrival and departure of aircraft using the Premises; direct such aircraft to parking or service areas; collect, on behalf of County, all fees and charges applicable to the operation of aircraft at the Airports, including, without limitation, Fuel Flowage Fees and any new fees or charges established by County (a schedule of the fees and charges shall be provided to Tenant by County, whenever new fees or charges are established or existing fees and charges are revised); record, in accordance with general industry practice, the receipt of such fees and charges and remit the amount that was collected, or should have been collected, less any percent retainage, if any, as may be authorized and approved by County. The fees and charges set forth in this Section 6.01 shall not be collected from United States government military aircraft, unless Tenant is otherwise advised in writing by the Department.

6.02 Monthly Report. On or before the twentieth (20th) day of each month, Tenant shall deliver to County an accurate written accounting statement (the “**Monthly Report**”) to County, in a form and detail satisfactory to County, which includes the following information for the preceding calendar month: (i) the Gross Real Estate Revenues by Airport and unit; (ii) the Monthly Percentage Rent payable to County; (iii) the total number of gallons of fuel by Airport and fuel type; (iv) total number of gallons of oil sold by Airport; (v) the Fuel Flowage Fees payable to County by Airport; (vi) the total number of aircraft utilizing the aircraft parking aprons by Airport; (vii) the total number of gallons of exempt fuel and oil disbursed by Airport and type (if any); (viii) any other fees and charges payable to County; (ix) any exclusions from Gross Real Estate Revenues; and (x) any other information reasonably requested by County regarding Tenant’s operations hereunder. The Monthly Report shall be certified by an authorized officer of Tenant. County may require the Monthly Report to be delivered electronically.

6.03 Annual Report. Within ninety (90) days after the end of each Lease Year, Tenant shall provide County with an annual audit report covering the preceding Lease Year (the “**Annual Report**”). The Annual Report shall be in a form reasonably satisfactory to County and shall be prepared by an independent Certified Public Accountant, not a regular employee of Tenant, in accordance with Generally Accepted Auditing Standards prescribed by the American Institute of Certified Public Accountants or any successor agency thereto. The Annual Report shall include the following:

- (A) A schedule detailing the Gross Real Estate Revenues for the preceding Lease Year by month and Airport, which shall also detail any exclusion from Gross Real Estate Revenues.
- (B) A schedule detailing the payments to County by Airport during the preceding

Lease Year by month and category.

- (C) A schedule detailing the total number of gallons of fuel sold by Airport and fuel type, the total number of gallons of fuel disbursed, total number of gallons of oil sold by Airport, and the total number of gallons of exempt fuel and/or oil disbursed by Airport.
- (D) A schedule detailing any other fees, charges or amounts collected (if any) on behalf of County applicable to the operation of aircraft on the Premises.

The Annual Report shall include an opinion regarding the information contained in schedules listed above. The Annual Report shall not contain a qualified opinion, an adverse opinion, or a disclaimer of opinion, as defined by the American Institute of Certified Public Accountants or any successor agency thereto, regarding the information contained in the required schedules. If the Annual Report indicates that the amount (together with any sales taxes thereon) due and owing for any Lease Year is greater than the amount paid by Tenant to County during such Lease Year, Tenant shall pay the difference to County with the Annual Report. If the amount paid by Tenant to County during any Lease Year exceeds the amount due and owing for such Lease Year, County shall credit the overpayment in the following order: (i) against any past due amounts owed to County by Tenant, including interest and late fees; (ii) against currently outstanding, but not yet due, rental payments owed to County by Tenant; and (iii) against any other sums payable by Tenant to County. Notwithstanding the foregoing, in the event of an overpayment by Tenant during the last Lease Year, County shall credit the overpayment against any remaining amounts owed to County, including interest and late fees, and refund to Tenant any overpayment amount in excess of the credit. The obligations arising under this Section 6.03 shall survive the expiration or earlier termination of this Lease until satisfied.

6.04 Accounting Records. Tenant shall keep all books of accounts and records customarily used in this type of operation, and as from time to time may be required by the Department, in accordance with Generally Accepted Accounting Principals prescribed by the American Institute of Certified Public Accountants or any successor agency thereto. Such books of accounts and records shall be retained and be available for three (3) years from the end of each Lease Year, including three (3) years following the expiration or earlier termination of this Lease. County shall have the right to audit and examine during normal business hours all such books of accounts and records relating to Tenant's operations hereunder. If the books of accounts and records are kept at locations other than the Airports, Tenant shall, at its sole cost and expense, arrange for them to be brought to a location convenient to the auditors for County in order for County to conduct the audits and inspections as set forth in this Section 6.04. Failure to maintain books of accounts and records as required under this Section 6.04 shall be a material default of this Lease. The obligations arising under this Section 6.04 shall survive the expiration or termination of this Lease until satisfied.

6.05 Audit by County. Notwithstanding any provision in this Lease to the contrary, County or its representative(s) may at any time perform audits of all or selected operations performed by Tenant under the terms of this Lease. In order to facilitate the audit performed by County, Tenant agrees to make suitable arrangements with the Certified Public Accountant, who is responsible for preparing the Annual Report on behalf of Tenant pursuant to Section 6.03, to make available to County's representative(s) any and all working papers relevant to the report prepared by the Certified Public Accountant. County or its representative(s) shall make available to Tenant a copy of the audit prepared by or on behalf of County. Tenant shall have thirty (30) days from receipt of the audit report from County or its representative(s) to provide a written response to the Department regarding the audit report. Tenant agrees that failure of Tenant to submit a written response to the audit report in accordance with the requirements of this Section 6.05 shall constitute acceptance of the audit report as issued.

6.06 Inspector General. Pursuant to Ordinance No. 2009-049, County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All contractors and parties doing business with County and receiving County funds are required to fully cooperate with the

Inspector General, including receiving access to records relating to this Lease. Tenant shall cooperate with the Inspector General in any inspections, audits, reviews or investigations instituted pursuant to Ordinance No. 2009-049, as may be amended, related to this Lease. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the contractors, and their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and to detect corruption and fraud. The cost of the Inspector General's Office is incorporated into the contract price of all County contracts and shall be one quarter (1/4) of one percent (1%) of the contract price, unless otherwise exempt.

ARTICLE 7

SERVICE STANDARDS

7.01 Conduct of Activities. Tenant shall conduct its activities and operations on and from the Premises in a safe, efficient and first class, professional manner consistent with the degree of care and skill exercised by managers providing comparable services at similar airports. Tenant shall furnish good, prompt and efficient service and sales adequate to meet all reasonable demands of Airport users and provide its services and sales on a fair, equal and non-discriminatory basis to the general public and charge fair, reasonable and non-discriminatory prices for sales and services. Tenant shall furnish all labor, equipment and materials necessary to the performance of its duties hereunder. Tenant shall maintain sufficient supplies and personnel to meet the reasonable demands of the customers consistent with the Minimum Standards for such Airport.

7.02 North County Airport Hours of Operation. Aircraft fueling, passenger, crew and aircraft ground handling services, support and amenities shall be continuously offered and available at the North County Airport seven (7) days a week, twenty-four (24) hours a day. Aircraft maintenance at the North County Airport shall be: (i) continuously offered and available to meet reasonable demand of the public five (5) days a week, eight (8) hours a day; and (ii) available after hours on an on-call basis with a response time not to exceed two (2) hours. The hours of operation established for the North County Airport may only be modified upon prior written consent of County, which consent may be granted or withheld in County's sole and absolute discretion.

7.03 Pahokee Airport Hours of Operation. Aircraft fueling and passenger, crew and aircraft ground handling services, support and amenities shall be continuously offered and available at the Pahokee Airport seven (7) days a week from the hours of 8:00 a.m. to 6:00 p.m. (EST or EDT, whichever is in use). Aircraft maintenance may be made available on an on-call basis with a response time not to exceed two (2) hours. The hours of operation established for the Pahokee Airport may only be modified upon prior written consent of County, which consent may be granted or withheld in County's sole and absolute discretion.

7.04 Manager. Tenant shall designate a full time, active manager who shall at all times be an authorized representative of Tenant, and provide to County, in writing, the name and home address and telephone number(s) of the manager. Tenant shall provide ten (10) days prior written notice to County of any change to address or telephone number of the manager.

7.05 Subcontractors. Tenant may only subcontract for provision of the required services provided in Section 4.03(A) to the extent permitted by the Minimum Standards for that Airport and this Lease. Tenant shall be permitted to subcontract for the provision of all required services for the Pahokee Airport, including, without limitation, aircraft fueling services. While on duty at the Airports, personnel shall be clean, neat in appearance and courteous and properly uniformed, except for management and administrative personnel. Personnel uniforms shall include the name of Tenant's business and the employee.

ARTICLE 8
CONSTRUCTION OF IMPROVEMENTS/REFURBISHMENT OF FACILITIES

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

- (A) Tenant agrees that it shall complete, at its sole cost and expense, the repairs, renovations and/or improvements listed in the attached **Exhibit "E"** (the **"Required Improvements"**). The Required Improvements shall be completed within the timeframe set forth in **Exhibit "E"**, unless otherwise approved in writing by the Department.
- (B) Tenant shall expend not less than Four Hundred Twenty Seven Five Hundred Dollars (\$427,500) on the Required Improvements (the **"Minimum Investment"**). Costs that may be counted toward the Minimum Investment shall include all costs paid for work performed, services rendered and materials furnished for the completion of the Required Improvements on the Premises, subject to the following terms, conditions and limitations:
 - (1) The cost of design (subject to the limitations set forth herein), construction and acquisition of the Required Improvements; bonds; construction insurance; and building, impact and concurrency fees shall be included in the Minimum Investment.
 - (2) No more than ten (10%) percent of payments made by Tenant to independent contractors for engineering and architectural design work may be included in the Minimum Investment.
 - (3) Only true third party costs and payments made by Tenant shall be included in the Minimum Investment. Costs incurred by any sublessee, licensee or other occupant of the Premises, or any portion thereof, other than Tenant shall not be included in the Minimum Investment unless Tenant has obtained written approval from the Department prior to incurring such costs.
 - (4) Costs for consultants (other than engineering and design consultants, as provided above). Legal fees and accountant fees shall not be included in the Minimum Investment.
 - (5) Finance and interest expenses shall not be included in the Minimum Investment.
 - (6) Administrative, supervisory and overhead or internal costs of Tenant shall not be included in the Minimum Investment.
 - (7) Costs incurred by any of Tenant's affiliates shall be not be included in the Minimum Investment unless Tenant has obtained written approval from the Department prior to incurring such costs.
 - (8) Except as otherwise provided in **Exhibit "E"**, costs associated with acquisition or installation of personalty, such as furnishings, trade fixtures and equipment, that is not permanently affixed to the Premises, or any other personalty whatsoever, shall not be included in the Minimum Investment unless Tenant has obtain written approval from the Department prior to incurring such costs.

- (9) Except as otherwise provided in **Exhibit "E"**, costs of construction photographs and signage shall not be included the Minimum Investment unless Tenant has obtained written approval from the Department prior to incurring such costs.
- (10) Tenant acknowledges that County will be removing furnishings and equipment currently utilized in the operation of the Airports, which are owned by the County. Accordingly, costs to replace such furnishings and equipment, including, but not limited to, fire extinguishers, may be included in the Minimum Investment.
- (11) Any costs associated with any improvements or refurbishment, other than the Required Improvements, shall not be included in the Minimum Investment unless Tenant has obtained written approval from the Department prior to incurring such costs.
- (C) Construction Requirements. Prior to constructing any improvements on the Premises (including, without limitation, the Required Improvements to the extent applicable), Tenant, without cost to County, shall prepare detailed preliminary construction plans and specifications for the improvements (hereinafter collectively referred to as the "**Plans**") in accordance with standards established by the Department and deliver the preliminary Plans to the Department for review, comment and adjustment. The Department shall review the preliminary Plans and provide a written response to Tenant after receipt of the preliminary Plans. In the event the Department does not approve the preliminary Plans, Tenant will be notified of the reasons for the disapproval and the necessary modifications and/or alterations to the Plans. Tenant shall resubmit modified Plans to the Department within thirty (30) days of the date of the Department's written notice of disapproval. Within one hundred twenty (120) days following approval of the preliminary Plans by the Department, Tenant shall prepare or cause to be prepared final working Plans in substantial conformity to the approved preliminary Plans and shall submit the final working Plans to the Department for approval, which approval shall not be unreasonably withheld. Upon approval of the final working Plans by the Department, Tenant shall obtain all applicable 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.
- (D) Within sixty (60) days of Tenant's receipt of a certificate of occupancy or certificate of completion, as appropriate, for improvements constructed pursuant to this Article, Tenant, at its sole cost and expense, shall have prepared and deliver to the Department: (i) one (1) complete set of as-built Mylar drawings and (ii) one (1) set of Auto CADD files in the latest version acceptable by the Department. Within sixty (60) days of completing the Required Improvements, Tenant shall also submit a detailed statement attested to and certified by an independent Certified Public Accountant acceptable to County, detailing the total costs incurred by Tenant for the construction of the improvements.
- (E) All improvements constructed upon the Premises shall be completed at Tenant's sole cost and expense and shall be completed in accordance with the standards established by the Department.
- (F) Tenant shall not materially alter the Premises or improvements constructed thereon, without the prior written consent of the Department, which consent shall not be unreasonably withheld.

8.02 Construction Bonds. Tenant shall ensure that all improvements are constructed to completion in accordance with the approved Plans and that all persons or entities performing work or providing materials relating to such improvements including, without limitation, all contractors, subcontractors, laborers, materialmen, suppliers and professionals, are paid in full for such services and materials. Prior to the commencement of any improvements to the Premises, the estimated cost of which exceeds Fifty Thousand Dollars (\$50,000), Tenant shall cause to be made, executed and delivered to County at Tenant's sole cost a bond that is in a form and substance reasonably satisfactory to County, and issued by a company reasonably acceptable to County, and that guarantees Tenant's compliance with its obligations arising under this Section 8.02. Tenant may not subdivide improvements or phase projects for the purpose of avoiding the foregoing bond requirement. County shall be named as a dual obligee on the bond(s). In lieu of the bond required by this Section 8.02, Tenant may file with County an alternative form of security in the form of cash, a money order, certified check, cashier's check, clean irrevocable letter of credit, or security of a type listed in Part II of Chapter 625, Florida Statutes; provided, however, the form of the security and company issuing such security, if applicable, shall be subject to the prior written approval of County and shall be in accordance with County's standard policies and procedures. Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bond required by this Section 8.02.

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

8.04 No Liens. Tenant agrees that nothing contained in this Lease shall be construed as consent by County to subject the estate of County to liability under the Construction Lien Law of the State of Florida and understands that County's estate shall not be subject to such liability. Tenant shall notify any and all parties or entities performing work or providing materials relating to any improvements made by Tenant of this provision of this Lease. If so requested by County, Tenant shall file a notice satisfactory to County in the 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 9

OBLIGATIONS OF TENANT

9.01 Compliance with Rules and Regulations. Tenant covenants and agrees to observe and obey, and to require its subtenants, officers, employees, guests, invitees and those doing business with it to observe and obey, such rules and regulations of the Department and County regulating the conduct and operations of Tenant and others on the Premises, as now or hereafter amended or promulgated, including, without limitation, the Airport Rules and Regulations.

9.02 Conduct. 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 on the Airports. 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 person, shall promptly take all reasonable steps necessary to remove the cause of such objection.

9.03 Noise & Vibrations. 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 Airports; and
- (B) Keep the sound level of its operations as reasonably low as possible.

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

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

9.06 Odors/Dust. Tenant shall not create, nor permit to be caused or created upon the Premises, any obnoxious odors, smoke, noxious gases or vapors; provided, however, that fumes resulting from the normal operations of properly certified and maintained trucks and other vehicles shall be excepted from this provision. Tenant shall ensure that emissions generated by any such trucks, and other vehicles shall comply with all provisions of applicable environmental emissions laws and regulations. Tenant shall make no use of any portion of the Premises in a manner that causes or results in excessive dust, debris or waste to be blown about or raised so as to be potentially dangerous to the operation of aircraft.

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

9.08 Overloading. 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.

9.09 Hazardous Operations. Tenant shall not do, or permit to be done, any act or thing upon the Premises that:

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

9.10 Flammable Liquids. All flammable liquids that are kept or stored at the Premises must at all times be handled, stored and used in accordance with all applicable federal, state and local laws.

9.11 Derelict Aircraft. Tenant shall not permit the temporary or permanent storage (without an open work order being actively pursued) of any Derelict Aircraft on the Premises. Derelict Aircraft shall be removed from the Airport within a period of ninety (90) days after written notice from County. Notwithstanding the foregoing, County may request Tenant to demonstrate that repairs to a Derelict Aircraft are actively being pursued. If Tenant fails to provide County with satisfactory evidence that repairs are actively being pursued within five (5) Business Days of the date requested, then such Derelict Aircraft shall be removed from the

Premises within ninety (90) days from the date that County makes its request for proof that repairs are actively being pursued.

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

9.13 Emergency Plans. Within thirty (30) days of the Effective Date, Tenant shall provide County with emergency evacuation and hurricane plans consistent with County's plans for the Airports. 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 or as otherwise requested by County in writing.

9.14 Records. Tenant shall maintain a current list of all subtenants at the Airports, including emergency contact persons and phone numbers and shall maintain a current listing of all aircraft parked and located on tie downs on the aircraft parking aprons at the Airports. Tenant shall make the aforementioned records available to County upon request.

9.15 Vending Machines. Tenant shall provide vending machines at the North County Airport, which are stocked with snacks and beverages. The vending machines shall be accessible to tenants and users of the North County Airport and shall be equipped with change-making capability.

ARTICLE 10 **MAINTENANCE AND REPAIR**

10.01 Tenant's Maintenance Obligations. Except as otherwise provided for herein, Tenant shall be responsible for all repairs and maintenance of the Premises (which shall include, without limitation, all buildings and improvements thereon) and shall keep all paved surfaces, buildings and other improvements located within the Premises in good order and repair, at Tenant's sole cost and expense. Maintenance and repairs shall be in quality and class comparable to the original work to preserve the Premises in good condition and repair. Without limiting the generality thereof and except as otherwise provided in Section 10.04, Tenant shall:

- (A) Paint the exterior and interior of buildings located on the Premises on a routine basis or as often as necessary to maintain the Premises in first class condition.
- (B) Repair and maintain all doors, windows, pavement, equipment, lighting, furnishings and fixtures, including, without limitation, aircraft hangar doors. Notwithstanding the foregoing, County agrees that Tenant shall be entitled to reimbursement for the actual cost of repairs and maintenance of aircraft hangar doors on the Storage Hangars in an amount not to exceed Twenty Thousand Dollars (\$20,000) per year. Reimbursement shall be in the form of a rental credit against future amounts payable hereunder by Tenant. Requests for reimbursement shall be accompanied by original invoices or receipts issued by the contractor, vendor or supplier and shall be signed by an authorized officer of Tenant, who shall certify that all expenses claimed have been paid by Tenant.
- (C) Replace or repair damaged or worn out flooring surfaces such as tile and carpeting.
- (D) Repair and maintain plumbing fixtures, electrical and lighting facilities and equipment within the Premises
- (E) Repair and maintain heating and air conditioning equipment, including routine replacement of air filters;
- (F) Keep the Premises and all fixtures, equipment and personal property located on the Premises in a clean and orderly condition and appearance.

- (G) Provide, repair 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 applicable law, rule, order, ordinance, resolution or regulation of any applicable governmental authority.
- (H) 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 material corrosive or detrimental effect thereon.
- (I) Take reasonable anti-erosion measures, including, without limitation, the planting and replanting of grasses with respect to all portions of the Premises not paved or built upon.
- (J) Repair and maintain all utilities including, without limitation, service lines for the supply of water, gas service lines, electrical power, telephone and telecommunications conduits and lines, sanitary sewers and storm sewers that are now, or which may be subsequently located upon the Premises, and are used exclusively by Tenant or any of its subtenants.
- (K) Maintain the storm drainage system serving the Premises.
- (L) Repair and maintain the sprinkler, fire suppression and alarm systems. County and its representatives shall have the right to periodically test the sprinkler, fire suppression and alarm systems during Tenant's regular business hours upon reasonable prior notice.
- (M) Repair and maintain all access gates and security fencing located on the Airports. Tenant shall promptly notify County of any repairs or problems with access gates and security fencing at the Airports.
- (N) Repair and maintain all irrigation systems serving the Airports.

10.02 Landscape Maintenance. Tenant shall be responsible for maintaining all landscaping at both Airports in good condition and free of unsightly conditions, including, without limitation, landscaping located within the Premises, entrance roadways of both Airports, airfield areas and vehicular parking medians. Tenant's landscaping responsibilities shall include, without limitation, watering grass, shrubs and trees; mowing the grass at both Airports on a regular basis; trimming the trees and fertilizing grass, shrubs and trees; and replacing damaged or dead landscaping.

10.03 Cleanliness of the Premises. Tenant shall maintain the Premises in a neat, orderly, sanitary, clean and presentable condition and shall cause routine janitorial services to be provided for the Premises at Tenant's sole cost and expense. Tenant shall be responsible for the provision of trash removal services for both Airports at Tenant's sole cost and expense and agrees to deposit trash, garbage and debris in appropriate containers for collection. Tenant shall maintain the aircraft parking and vehicular parking areas in a clean and neat manner, free from debris. Tenant shall keep the buildings located on the Premises free of insects, vermin and other pests.

10.04 County's Maintenance Obligations.

- (A) Except as otherwise expressly provided for herein, County shall have no obligation whatsoever to maintain or repair the Premises. County shall be responsible for Major Repairs to the buildings and improvements located on the Premises that are owned by County; provided, however, County shall have no obligation whatsoever repair any damage to the Premises if the necessity for making any such repair: (i) is a result of a casualty loss covered by Tenant's policies of insurance, in which event the provisions of Article 14 shall apply; (ii) shall have been occasioned by Tenant's failure to satisfy its obligations under this Article; or (iii) is as a result of the act, omission, or negligence of the Tenant

Parties. County may, at its option, elect to: (i) cause the Major Repairs to be performed by Tenant and reimburse Tenant for the costs of performing the Major Repairs, which reimbursement may be in the form of a rental credit against amounts payable hereunder by Tenant; or (ii) perform or cause to be performed the Major Repairs. Requests for reimbursement pursuant to this Section 10.04 shall be accompanied by original invoices or receipts issued by the contractor, vendor or supplier and shall be signed by an authorized officer of Tenant, who shall certify that all expenses claimed have been paid by Tenant. Notwithstanding any provision of this Lease to the contrary, County shall have no obligation whatsoever to maintain or repair Tenant's personal property or fixtures or any improvements made by Tenant to the Premises.

- (B) With the exception of facilities leased to or under the contractual control of others and maintenance responsibilities assigned to Tenant pursuant to this Lease, County shall maintain all Public Airport Facilities in good and adequate condition for their intended use to the extent required by law.
- (C) County shall be responsible for maintenance and repair of: (i) card readers located at the security access gates on the Airports; (ii) fire hydrants serving the Airports; (iii) the emergency generator owned by County, which provides emergency electrical service to the airfield; and (iv) the fire pump located to the northeast of Building 11600 (Terminal Building).
- (D) Tenant shall repair the roof leak on the west side of Building 11600 and re-flash the roof joint above the Building 11550 office suites at the North County Airport within six (6) months of the Commencement Date. Tenant shall be entitled reimbursement in the form of a rental credit against future amounts payable hereunder by Tenant for the actual cost of the repairs completed pursuant to this paragraph. Requests for reimbursement shall be accompanied by original invoices or receipts issued by the contractor, vendor or supplier and shall be signed by an authorized officer of Tenant, who shall certify that all expenses claimed have been paid by Tenant.
- (E) Tenant shall promptly notify County of any repairs required to be completed by County pursuant to this Section 10.04.

10.05 Operation and Maintenance of Fuel Farms.

- (A) Tenant shall have the right to utilize the existing Fuel Farms located on the Premises for its fueling operations hereunder subject to compliance with the terms and conditions of this Section 10.05. Tenant shall contract with a company approved by County for the maintenance, repair and inspection of the Fuel Farms (the "**Maintenance Contractor**") prior to the Commencement Date. Except as otherwise provided for herein, Tenant shall be responsible for ensuring that the Fuel Farms are maintained in good and safe condition consistent with good business practice, industry standards and in accordance with all federal, state and local laws, rules, regulations and requirements, as now or hereafter amended or promulgated, including, without limitation, FAA advisory circulars and the Florida Fire Prevention Code. Tenant shall include in its agreement with the Maintenance Contractor a provision requiring the Maintenance Contractor to protect, defend, reimburse, indemnify and hold County and its agents, employees and elected officers harmless from and against any and all claims, liability, expenses, losses, costs, fines and damages (including reasonable attorney's fees at trial and all appellate levels) arising from, resulting out of or in any way caused or connected to the Maintenance Contractor's maintenance, repair or inspection of the Fuel Farms. Tenant shall deliver a copy of its agreement with the Maintenance Contractor to County on or before the Commencement Date, unless otherwise approved in writing by County. Tenant shall provide County with legible copies of all inspection reports within ten (10) days of receipt of such reports. Tenant shall cause the Maintenance Contractor to promptly commence and diligently

pursue to completion repair of any defects and/or perform any maintenance identified in the inspection reports upon receipt of prior written approval by County. In the event Tenant's agreement with the Maintenance Contractor is terminated, Tenant shall notify County in writing within ten (10) days of the date of termination and shall contract with a new Maintenance Contractor approved by County within thirty (30) days of the date of termination of the prior agreement.

- (B) Tenant shall maintain full and complete records of all inspections, maintenance and repairs performed on the Fuel Farms (the "**Maintenance Records**") throughout the Term. Upon the expiration or termination of this Lease, Tenant shall provide County with legible copies of all Maintenance Records. Tenant shall make the Maintenance Records immediately available to County for inspection upon request.
- (C) County shall also have the right to conduct inspections of the Fuel Farms from time to time during Tenant's normal business hours. County shall identify any items in need of maintenance and/or repair in writing to Tenant. Tenant shall cause the Maintenance Contractor to promptly commence and diligently pursue to completion repair of any defects and/or perform any maintenance identified in County's written notice.
- (D) Tenant shall be responsible for all routine inspection and preventative maintenance costs associated with the Fuel Farms. Preventative maintenance shall include, without limitation, replacement of filters, hoses and valves, rust removal, weed control and painting. Tenant shall cause the Fuel Farms to be inspected on a semi-annual basis on or before June 30th and December 31st of each year. County shall be responsible for any necessary repair costs for the Fuel Farm located at the Pahokee Airport in excess of Two Thousand Dollars (\$2,000.00) and the Fuel Farm at the North County Airport in excess of Five Thousand Dollars (\$5,000.00), unless the repairs are the result of error or negligence in the operation of the Fuel Farms or deferred preventative maintenance. For those repairs that County is responsible for under to this Section 10.05, County may, at its option, elect to: (i) cause the repairs to be performed by Tenant and reimburse Tenant for the necessary repair costs, which reimbursement may be in the form of a rental credit against amounts payable hereunder by Tenant; or (ii) perform or cause to be performed the necessary repairs to the Fuel Farms. Tenant shall be solely responsible for, and County shall not reimburse Tenant for, any repair costs resulting from damage caused by error or negligence in the operation of the Fuel Farms or deferred preventative maintenance. The Maintenance Contractor shall provide Tenant and County with a written report detailing the nature of the repair and likely cause of the damage prior to reimbursement by County, which shall be used by the parties in determining whether or not error or negligence in the operation of the Fuel Farms or deferred preventative maintenance could have caused the damage. Requests for reimbursement pursuant to this Section 10.05 shall be accompanied by original invoices or receipts issued by the contractor, vendor or supplier and shall be signed by an authorized officer of Tenant, who shall certify that all expenses claimed have been paid by Tenant
- (E) Tenant shall obtain and maintain emergency generators to ensure the Fuel Farms are capable of functioning properly during an electrical power outage. Tenant shall provide County with a semi-annual report prepared by a company reasonably acceptable to County, which certifies that the emergency generators are functioning properly and capable of supplying enough power to the fuel pumps to enable an adequate number of gallons per minute to be pumped to meet daily fuel demand. The semi-annual report shall be due on June 30th and December 31st of each year throughout the Term.
- (F) Tenant shall provide a current copy of its Spill Prevention Contingency and Control Plan ("**SPCC Plan**") to County on or before the Commencement Date.

Tenant shall also provide County with any updated or revised SPCC Plans. Tenant shall monitor fuel inventories in accordance with current EPA and DEP standards and inventory details shall be provided to County upon request, including total gallons delivered by type and date.

- (G) Tenant shall develop and maintain standard operating procedures (“SOP”) for fueling and ground handling services and shall ensure compliance with the standards set forth in FAA Advisory Circular 00-34A, “Aircraft Ground Handling and Servicing,” the SOP shall be delivered to County for review and approval, which approval will not unreasonably withheld, not less than thirty (30) days prior to the Commencement Date. The SOP shall include, without limitation, procedures for the operation, inspection, safety and security of the Fuel Farms and information regarding the records to be maintained by Tenant related to the Fuel Farm.
- (H) Tenant acknowledges that County intends to remove and replace one or both of the Fuel Farms during the Term of this Lease. County shall provide Tenant with no less than ninety (90) days prior written notice of its intent to remove and replace the Fuel Farms, providing Tenant with an opportunity to arrange alternative, temporary fueling equipment or facilities prior to the removal of the Fuel Farms. Tenant shall not be entitled to and hereby waives any claims against County for any compensation or damage for any loss of use of the Fuel Farms, in whole or in part, or for any inconvenience or annoyance occasioned by any such removal or replacement. In addition, County shall not be liable for any damage or inconvenience or interruption of the business of Tenant occasioned by the removal or replacement of the Fuel Farms. The Fuel Farm Rental applicable to the affected Fuel Farm shall be abated during any period of removal or replacement.

10.06 Tenant’s Failure to Maintain or Repair. County shall have the right to enter Premises during Tenant’s regular business hours for the purpose of determining Tenant’s compliance with the requirements of this Article. Within fifteen (15) days of receipt of written notice from County to Tenant of Tenant’s failure to comply with the requirements of this Article, Tenant shall commence to cure such failure and diligently pursue the same to completion. In the event Tenant has not made a good faith effort to commence to cure such failure, as reasonably determined by County, County and its employees, contractors and representatives shall have the right to enter the Premises and perform the work on behalf and for the account of Tenant. Tenant shall be fully liable for the payment of the costs incurred by County, plus a twenty-five percent (25%) administrative overhead. Any amounts payable to County pursuant to this Section shall constitute Additional Rent and shall be due and payable within thirty (30) days of the date of County’s invoice. In the event Tenant fails, refuses or neglects to comply with the requirements of Sections 10.02, 10.03 or 10.05 within a fifteen (15) days of County’s written notice, County may also elect, at its sole option, to cause landscaping, custodial or Fuel Farm maintenance services to be provided on behalf of and for the account of Tenant on a monthly or annual basis and shall have the right to add the actual cost of such services, plus a twenty five percent (25%) administrative overhead, to the Minimum Annual Rental payable hereunder.

ARTICLE 11

UTILITIES

11.01 Utility Costs. Except as otherwise provided for herein, Tenant shall pay for all electric, garbage, water, telephone and other utilities charges for the Premises. Tenant shall not be required to pay for water and sewer utility services at the North County Airport until the Premises located at such Airport have been connected to County’s public water and sewer system. Upon the connection of the North County Airport to County’s public water and sewer system, Tenant shall be responsible for payment of all charges for water and sewer utility services for Premises located at such Airport. Tenant shall place the electricity meters and accounts listed in the attached **Exhibit “F”** in Tenant’s name effective upon the Commencement Date. Tenant shall install all utility meters, including, without limitation, water utility meters upon connection of the North County Airport to County’s public water and sewer system, at

Tenant's sole cost and expense. Any utility meters installed by Tenant 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. Tenant shall be required to make one (1) telephone available for public use, which may be a pay telephone.

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

11.03 Industrial Waste. 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 or promulgated.

ARTICLE 12 **AIRPORT SECURITY PROGRAM**

12.01 Compliance with Security Requirements. Tenant agrees to observe all security laws, rules, regulations and requirements of the DHS, FAA, TSA, County and Department applicable to Tenant's operations, as now or hereafter amended or promulgated, including, without limitation, Title 49, Parts 1500 et al., of the Code of Federal Regulations, to the extent applicable to Tenant and Tenant's activities hereunder. Tenant shall develop and maintain a security plan, which shall be delivered to County on or before Commencement Date, unless otherwise approved in writing by County. Tenant shall be solely responsible for implementation of and compliance with Tenant's security plan.

12.02 Criminal History Background Checks. Tenant acknowledges that Tenant and its employees, contractors, subtenants and agents may be subject to federal and state criminal history record check requirements under federal, state and/or local laws, as now or hereafter amended or promulgated, including, without limitation, the Palm Beach County Criminal History Record Check Ordinance (Ordinance No. 2003-030), as amended, 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, without limitation, 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.

12.03 Security Deficiency. Tenant shall rectify any security deficiency as may be determined as such by the Department, County, DHS, FAA or TSA. In the event Tenant fails to remedy any such deficiency, County may do so on behalf and on the account of Tenant. Tenant shall pay to County any costs or expenses incurred by County, plus a twenty five percent (25%) administrative overhead, within thirty (30) days of the date of County's invoice. 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, DHS, FAA or TSA.

ARTICLE 13 **INSURANCE REQUIREMENTS**

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. Tenant acknowledges

and agrees that the requirements contained in this Article and County's review or acceptance of insurance shall not in any manner limit or qualify the liabilities and obligations assumed by Tenant under this Lease.

13.01 Commercial General Liability/Airport Liability. Tenant shall maintain Commercial General Liability/Airport Liability Insurance with limits of liability not less than Two Million Five Hundred Thousand Dollars (\$2,500,000) each occurrence, including coverage for, without limitation, Premises/Operations, Products/Completed Operations, Contractual Liability, Personal/Advertising Injury and Cross Liability.

13.02 Hangarkeeper's Legal Liability. In the event that Tenant stores any aircraft within the improvements constructed on the Premises, Tenant shall maintain Hangarkeeper's Legal Liability Insurance providing coverage for property damage to aircraft that are the property of others while in the care, custody, or control of the Tenant (when such aircraft are not in flight), in an amount not less than Two Million Five Hundred Thousand Dollars (\$2,500,000) each aircraft and Five Million Dollars (\$5,000,000) each occurrence.

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

13.04 Aircraft Liability. To the extent required by the Minimum Standards for Tenant's operations on the Airports, 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 no less than One Million Dollars (\$1,000,000) combined Single Limit each and every occurrence for Personal Injury including Bodily Injury/Death and Property Damage covering all aircraft used in such operations.

13.05 Environmental Liability. Tenant shall maintain Pollution Liability or other similar Environmental Impairment Liability, at a minimum limit of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars annual aggregate (\$2,000,000) providing coverage for damages including, without limitation, third-party liability, clean up, corrective action, including assessment, remediation and defense costs. When a self-insured retention or deductible amount exceeds Ten Thousand Dollars (\$10,000), County reserves the right, but not the obligation, to review and request a copy of Tenant's most recent annual report or audited financial statements in evaluating the acceptability of a higher self-insured retention or deductible in relationship to Tenant's financial condition.

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

13.07 Umbrella or Excess Liability. If necessary, Tenant may satisfy the minimum limits required above Commercial General Liability/Airport Liability and/or Business Auto Liability and/or 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.

13.08 Property, Wind, & Flood Insurance. Tenant shall: (i) maintain Property, Flood and Windstorm Insurance (hereinafter collectively referred to as "**PF&W Insurance**"), at Tenant's sole cost and expense, insuring the buildings, betterments and improvements located on the Premises in accordance with the requirements set forth below; or (ii) reimburse County for the Department's allocated cost of maintaining PF&W Insurance to insure the buildings, betterments and improvements located on the Premises. Tenant shall notify County of its

election prior to the Effective Date. During the Term, Tenant may change its election under this Section 13.08 upon ninety (90) days prior written notice to County; provided, however, Tenant shall not cancel its PF&W Insurance during such period. In the event Tenant elects to reimburse County's cost of maintaining PF&W Insurance, Tenant shall reimburse County within thirty (30) days of the date of County's invoice. In the event Tenant elects to maintain PF&W Insurance in lieu of reimbursing County as provided above, Tenant shall maintain the following:

- (A) Property Insurance in an amount not less than one hundred percent (100%) of the total replacement cost of the buildings, betterments and improvements, including those made by or on behalf of Tenant as well as Tenant's contents located on the Premises. The settlement clause shall be on a Replacement Cost basis. Coverage shall be written with a Special - Cause of Loss (All-Risk) form and include an endorsement for Ordinance & Law in an amount not less than twenty-five percent (25%) of the Property insurance limit.
- (B) Flood Insurance, regardless of the flood zone, in an amount not less than one hundred percent (100%) of the total replacement cost of the buildings, betterments and improvements, including, without limitation, 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.
- (C) Windstorm Insurance, unless included as a covered peril in the property insurance, in an amount not less than one hundred percent (100%) of the total replacement cost of the building, betterments and improvements, including, without limitation, 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.

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

13.10 Loss Payee Endorsement. Tenant shall endorse County as a "Loss Payee" on any PF&W Insurance policies insuring the Premises maintained by Tenant pursuant to this Lease. "Loss Payee" endorsements shall provide coverage on a primary basis and shall read "Palm Beach County Board of County Commissioners, c/o Palm Beach County Department of Airports, 846 Palm Beach International Airport, West Palm Beach, Florida 33406."

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

13.12 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 Section 13.12 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.

13.13 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, without limitation, those made by or on behalf of Tenant.

13.14 Deductibles, Coinsurance, & Self-Insured Retention. Tenant shall be fully and solely responsible for any deductible, coinsurance penalty, or self-insured retention; including any losses, damages, or expenses not covered due to an exhaustion of limits or failure to comply with the policy.

13.15 Right to Review or Adjust Insurance. The Risk Management Department may review, modify, reject or accept any required policies of insurance, including, without limitation, limits, coverages or endorsements, required by this Article from time to time throughout the Term and any extension thereof. County may also reject any insurer or self-insurance plan providing coverage because of poor financial condition or failure to operate legally. In such event, County shall provide Tenant a written notice of rejection, and Tenant shall comply within thirty (30) days of receipt of the notice.

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

ARTICLE 14

DAMAGE TO OR DESTRUCTION OF PREMISES

14.01 Removal of Debris. If the Premises, or any portion thereof, is damaged by fire, or other casualty, Tenant shall promptly remove all debris resulting from such damage from the Premises and shall take such actions reasonably necessary to place the Premises in a neat and orderly condition to ensure the safety of persons entering upon the Premises. If Tenant fails to comply with the provisions of this Section 14.01, County may take such measures as it deems necessary to render the Premises in a neat, orderly, and safe condition. Tenant agrees that Tenant shall fully assume and be liable to County for payment of any costs incurred by County, plus a twenty-five percent (25%) administrative overhead fee, which costs and administrative overhead fee, shall be due and payable to County within thirty (30) days from the date of County's invoice.

14.02 Responsibility for Conduct of Tenant Parties. Tenant hereby assumes full responsibility for the condition of the Premises and character, acts and conduct of all persons admitted to the Premises by or with the consent of Tenant or by or with the consent of any person acting for or on behalf of Tenant. If the Premises, improvements, or any part thereof, are damaged in any way whatsoever by the act, default or negligence of the Tenant Parties, Tenant shall, at its sole cost and expense, restore the Premises to the condition existing prior to such damage. Tenant shall commence such restoration within thirty (30) days and shall diligently pursue such restoration to completion. All repairs, replacement and/or rebuilding shall be made by Tenant in accordance with the construction requirements established by the Department. If Tenant fails to restore the Premises as required above, County shall have the right to enter the Premises and perform the necessary restoration, and Tenant hereby expressly agrees that it shall fully assume and be liable to County for payment of the costs incurred by County, plus twenty-five percent (25%) administrative overhead. Such restoration cost, plus the administrative cost, shall be due and payable within thirty (30) days from date of County's written notice.

14.03 Partial Destruction. If the Leased Premises shall be damaged or destroyed in part

by fire or other casualty and Tenant has elected to reimburse County for the Department's allocated cost of maintaining PF&W Insurance as provided in Section 13.08, County shall repair and restore the Leased Premises (exclusive of Tenant's trade fixtures, personal property, signs and contents) to substantially the same condition it was in prior to such casualty subject to the limitations set forth in this Article. If the Leased Premises shall be damaged or destroyed in part by fire or other casualty and Tenant has elected to maintain PF&W Insurance as provided in Section 13.08, Tenant shall repair and restore of the Leased Premises to substantially the same condition it was in prior to such casualty. Notwithstanding any provision of this Lease to the contrary, County shall have no obligation under this Lease to restore the Leased Premises in the event the casualty was the result of the act, default or negligence of the Tenant Parties. In such event, Tenant shall be obligated to restore the Premises in accordance with Section 14.02 with no abatement in rental notwithstanding the provisions of Section 14.05.

14.04 Total Casualty. In the event of a total casualty to the Premises, which renders the Leased Premises wholly unable to be occupied, either party shall have the right to terminate this Lease within ninety (90) days of the date of the casualty by delivering a written notice of termination to the other party in accordance with the notice provisions in this Lease; provided; however, Tenant shall not have the right to terminate in the event the casualty was the result of the act, default or negligence of the Tenant Parties. In such event, Tenant shall be obligated to restore the Premises in accordance with Section 14.02 with no abatement in rental notwithstanding the provisions of Section 14.05.

14.05 Rent Abatement. Except as otherwise provided for herein, if the Leased Premises is damaged as a result of fire or other casualty, the Minimum Annual Rental shall be abated proportionately on a square footage basis as to the portion of the Leased Premises rendered untenable. If either of the Fuel Farms are damaged or destroyed as a result of fire or other casualty, the Fuel Farm Rental applicable to the affected Fuel Farm shall also be abated. Such abatement shall continue until the earlier of: (i) thirty (30) days after written notice by County to Tenant that the Leased Premises has been substantially repaired or restored; or (ii) the date on which Tenant's operations are restored in the entire Leased Premises or in any part of the Leased Premises not so damaged during such period. Except for the abatement of the Minimum Annual Rent and the Fuel Farm Rental (if applicable), Tenant shall remain obligated to pay all other fees and charges, including, without limitation, Percentage Rent.

14.06 Insurance Proceeds. Upon receipt by Tenant of the proceeds of any applicable insurance policy or policies, the proceeds shall be deposited in an escrow account approved by County so as to be available to pay for the cost of such repair, replacement or rebuilding. Any insurance proceeds shall be disbursed during construction to pay the costs of such work. If the amount of the insurance proceeds is insufficient to pay the costs of the necessary repair, replacement or rebuilding of such damaged improvements and the damage was caused by Tenant Parties, Tenant shall pay any additional sums required into said escrow account. If the amount of the insurance proceeds is in excess of the costs of repair, replacement or rebuilding, the amount of such excess shall be remitted to Tenant.

14.07 Limitations. Notwithstanding any provision of this Lease to the contrary, County shall have no obligation whatsoever to repair or restore Tenant's personal property, equipment, building contents, or trade fixtures. County's obligation to repair, rebuild or restore the Leased Premises pursuant to this Lease shall exist only to the extent of the insurance proceeds received by County as a result of such casualty. Tenant shall not be entitled to and hereby waives any claims against County for any compensation or damage for any loss of use of the Leased Premises, in whole or in part, or for any inconvenience or annoyance occasioned by any such damage, destruction, repair or restoration, except to the extent that the fire or other casualty was the result of the negligence or willful misconduct of County. In addition, County shall not be liable for any damage or inconvenience or interruption of the business of Tenant occasioned by fire or other casualty.

ARTICLE 15
TITLE TO IMPROVEMENTS

15.01 Title to Improvements. Tenant acknowledges and agrees that County holds and shall hold sole and absolute title to the buildings and improvements located on the Premises as of the Commencement Date. Tenant shall be deemed to be the owner of all improvements constructed by Tenant upon the Premises during the Term. Upon expiration of or earlier termination of this Lease, 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.

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

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

ARTICLE 16
EXPIRATION OF LEASE, DEFAULTS, REMEDIES AND TERMINATION

16.01 Expiration. This Lease shall automatically expire at the end of the Term.

16.02 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) Vacating or abandoning of the Premises by Tenant.
- (B) The failure by Tenant to make payment of rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of ten (10) Business Days after such payment is due and payable.
- (C) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant 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. Nothing contained in this paragraph shall be deemed to alter or affect the cure period for performance of any covenant, condition or provision for which a specific time period is provided elsewhere in this Lease.
- (D) To the extent permitted by law, (i) the making by Tenant or any guarantor thereof of any general assignment, or general arrangement for the benefit of creditors; (ii) the filing by or against Tenant of a petition to have Tenant adjudged bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy unless, in the case of a petition filed against Tenant, the same is dismissed within

sixty (60) days; (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

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

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

- (A) Declare the entire rent for the balance of the Term or any part thereof due and payable forthwith, and bring an action for the recovery thereof.
- (B) Terminate Tenant's right to possession of the Premises by any lawful means and reenter and retake possession of the Premises for the account of Tenant, in which case the rent and other sums hereunder shall be accelerated and due in full, and Tenant shall be liable for the difference between the rent which is stipulated to be paid hereunder plus other sums as described herein and what County is able to recover from its good faith efforts to relet the Premises, which deficiency shall be paid by Tenant. Upon such reletting, all rentals received by County shall be applied, first to the payment of any indebtedness, other than rent due hereunder from Tenant; second, to the payment of any reasonable costs and expenses of such reletting, which shall include all damages incurred by County due to Tenant's default including, without limitation, the reasonable cost of recovering possession of the Premises including reasonable attorneys' fees, and reasonable real estate commissions paid by County relating to the unexpired term of this Lease; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be paid to Tenant.
- (C) Treat this Lease as terminated and re-enter and re-take possession of the Premises for the account of County, thereby terminating any further liability under this Lease on the part of Tenant and County. Notwithstanding the foregoing, County shall have a cause of action to recover any rent remaining unpaid when County retakes possession of the Premises for the account of County.
- (D) Pursue any other remedy now or hereinafter available to County under the laws of the State of Florida.

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

16.04 Termination by Tenant. Tenant may terminate this Lease, if Tenant is not in default of this Lease (including, without limitation, its payments to County hereunder), by giving County sixty (60) days advance written notice, upon or after the happening of any one of the following events:

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

- (B) The default by County in the performance of any covenant or agreement herein required to be performed by County and the failure of County to remedy such default for a period of thirty (30) days after receipt from Tenant of written notice to remedy same; provided, however, that no notice of cancellation, as provided herein, shall be of any force or effect if County shall have remedied the default prior to receipt of Tenant's written notice of termination; 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.

16.05 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.

16.06 Surrender of Premises. Tenant expressly agrees that it shall immediately surrender the Premises to County in good condition, upon expiration or earlier 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 expiration or earlier termination of this Lease, Tenant shall be liable to County for any and all damages, and in addition thereto, Tenant shall also be strictly liable to pay to County during the entire time period of such holdover, double rental, as provided for in Section 83.06, Florida Statutes. Tenant shall remove all of its personal property from the Premises on or before the expiration of this Lease. Any personal property of Tenant not removed by Tenant shall become the property of County or may be disposed of by County at Tenant's expense.

ARTICLE 17

ASSIGNMENT, TRANSFER AND SUBLETTING

17.01 Assignment. Except as otherwise provided for herein, 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 County, which consent may not be unreasonably withheld. In the event that Tenant proposes an Assignment of this Lease, in whole or in part, Tenant shall notify County in writing at least thirty (30) Business Days prior to the date on which the Assignment is to be effective and shall furnish with such notice: (i) the name of the entity receiving such Assignment ("**Assignee**"); (ii) a detailed description of the business of the Assignee, including the Assignee's relevant experience as a fixed base operator; (iii) certified financial statements of the Assignee; (iv) all written agreements governing the Assignment; and (v) any information reasonably requested by County with respect to the Assignment or the Assignee. County shall not be deemed to have withheld its consent unreasonably if Tenant has failed to establish, to the reasonable satisfaction of County, that the Assignee: (i) has the financial ability to make the payments required under this Lease and to otherwise satisfy its financial obligations under this Lease; (ii) has sufficient experience to operate and maintain the Premises in the manner required hereunder and consistent with the requirements of the RFP; (iii) has the ability to otherwise perform all of the terms, conditions and covenants of this Lease; and (iv) has agreed to assume all obligations, responsibilities and liabilities of Tenant arising on and after the effective date of the Assignment. Any attempted Assignment without County approval shall be null and void. In the event County consents in writing to an Assignment, Tenant shall have the right to assign this Lease to the extent permitted by County's consent to such Assignment; provided; however, the use of the Premises shall be limited to the same uses as are permitted under this Lease, unless otherwise agreed to by County through an amendment to this Lease. Any permitted Assignment shall be subject to the same

conditions, obligations and terms as set forth herein. Notwithstanding any provision of this Lease to the contrary, the consent of County shall not be required for an Assignment of this Lease in its entirety where all or substantially all of the assets of Tenant are acquired by another entity by reason of a merger, acquisition, or other business reorganization, provided that Tenant provides written notice to County ten (10) days prior to the change in ownership. 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. The Security Deposit and any other security given to County to secure Tenant's performance of its obligations under this Lease may be assigned and transferred by County to its successor and County shall thereby be discharged of any further liability or obligation with regard to the security.

17.02 Subleasing. Tenant shall have the right to sublease the Premises subject to the terms and conditions of this Section 17.02 and the prior written consent of the Department, which consent shall not be unreasonably withheld, conditioned or delayed. On or before the Commencement Date, Tenant shall provide County with a standard form lease for the sublease of the Storage Hangars for review and approval. The standard form lease may be modified from time to time subject to County's review and approval. Unless otherwise approved in writing by County, Tenant shall use the approved standard form lease for the sublease of the Storage Hangars. Tenant acknowledges and agrees that the Storage Hangars shall be used exclusively for the storage of aircraft and for no other purposes whatsoever. Tenant shall not permit the Storage Hangars to be used for commercial purposes or aircraft maintenance, with the exception of preventive maintenance on the Registered Aircraft, of the kind and to the extent permitted by Title 14, Part 43.3 Appendix A, paragraph (C) of the Code of Federal Regulations entitled "Preventive Maintenance", as may be amended from time to time. 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 conditions contained in this Lease. All subleases entered by Tenant after the Commencement Date shall contain a statement acknowledging that the sublease is subject and subordinate to this Lease. Tenant shall promptly notify of County of the termination of any subleases for use of the Premises.

ARTICLE 18

ENCUMBRANCES

Tenant shall not, in any manner, mortgage, pledge or otherwise encumber this Lease, the Premises or any improvements now existing or hereinafter erected or constructed upon the Premises without County's prior written consent, which consent may be granted or withheld by County in its sole and absolute discretion. Any such encumbrance without County's approval shall be null and void. 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 19

INDEMNIFICATION

Tenant agrees to protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including reasonable 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 the Tenant Parties' 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), arising out of, or incident to, or in connection with the Tenant Parties' acts, omissions or operations hereunder, or the performance, non-performance or purported performance of Tenant, or any breach of the terms of this Lease; provided, however, Tenant shall not be responsible to County for damages resulting out of bodily injury (including death) or damages to property which are judicially determined to be solely attributable to the negligence or willful misconduct 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 the Tenant Parties' activities

or operations or use of the Premises. Tenant acknowledges the broad nature of this indemnification and hold-harmless clause and that County would not enter into this Lease without the inclusion of such clause, and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by County in support of this indemnification in accordance with laws of the State of Florida. The obligations arising under this Article shall survive the expiration or termination of this Lease.

ARTICLE 20

SIGNS

No signs, posters, or similar devices shall be erected, displayed, or maintained by Tenant on the Premises without the prior written consent of County, which consent shall not be unreasonably withheld. County may impose reasonable conditions upon the size, location and appearance of any signage. All signage shall conform with any standards adopted by the Department related to signage at the Airports. All signs not approved by County shall be immediately removed at the sole cost and expense of Tenant upon written demand therefore by County.

ARTICLE 21

LAWS, REGULATIONS AND PERMITS

21.01 General. Tenant agrees that throughout the Term and any extension thereof, Tenant shall at all times be and shall remain in full and complete compliance with all applicable federal, state and local laws, statutes, regulations, rules, rulings, orders, ordinances and directives of any kind or nature without limitation, as now or hereafter amended or promulgated, including, without limitation, FAA Advisory Circulars and Airport Rules and Regulations.

21.02 Permits and Licenses Generally. Tenant agrees that it shall, at its sole cost and expense, obtain, comply with and maintain current any and all permits, licenses and other governmental authorizations required for its operations and activities on the Premises. Upon the written request of the Department, Tenant shall provide County with certified copies of any and all permits and licenses requested by County pursuant to this Section 21.02.

21.03 Air and Safety Regulation. Tenant shall conduct its operations and activities under this Lease in a safe manner and shall comply with all safety regulations and 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. Tenant agrees that neither Tenant, nor its employees or contractors 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 now or hereafter amended, as well as all applicable State and local laws, regulations, and orders relative to occupational safety and health.

21.04 Environmental and Natural Resource Laws, Regulations and Permits.

- (A) Notwithstanding any other provision of the Lease to the contrary, Tenant hereby expressly covenants, warrants, guarantees and represents to County, upon which County expressly relies, that Tenant is knowledgeable of any and all federal, state and local governmental laws, ordinances, regulations, orders and rules, without limitation, which govern or which in any way, apply to the direct or indirect results and impacts to the environment and natural resources due to, or in any way resulting from, the conduct by Tenant of its operations pursuant to this Lease or upon the Premises. Tenant agrees that it shall comply with all applicable federal, state and local laws, regulations and ordinances protecting the environment and natural resources, as now in effect or hereafter amended or enacted, including,

without limitation, 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.

- (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 applicable 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 applicable 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 applicable 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, or will be prior to commencement of operations on the Premises, 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 applicable 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, without limitation, 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

appropriate agencies as County may from time to time designate, by Tenant so that it shall be included as a County Generator of such waste; and

- (4) Tenant agrees that an emergency coordinator and phone number shall be furnished to the Department, Risk Management Department - Safety Division, and to all appropriate governmental entities having jurisdiction thereof in case of any spill, leak, or other emergency situation involving hazardous, toxic, flammable, and/or other pollutant/contaminated materials.
- (G) Violation of any part of the foregoing provisions or disposition by Tenant of any sanitary waste, pollutants, contaminants, hazardous waste, industrial cooling water, sewage or any other materials in violation of the provisions of this Article shall be deemed to be a default under this Lease and shall be grounds for termination of this Lease unless cured within ten (10) days of receipt of notice from the Department or as expeditiously as possible if the default cannot be completely cured within the ten (10) day period. Tenant shall be strictly liable for, and hereby expressly assumes all responsibility for all citations, fines, environmental controls and monitoring, clean-up and disposal, restoration and corrective measures resulting from or in any way connected with the improper use, handling, storage, and/or disposal of all pollutants or contaminated materials, as same are defined by applicable law, by Tenant or by Tenant's employees, invitees, suppliers of service or furnishers of materials or any other person whomsoever, regardless of whether or not a default notice has been issued and notwithstanding any other obligations imposed upon Tenant pursuant to the terms of the Lease. All such remedies of County with regard to environmental requirements as set forth herein shall be deemed cumulative in nature and shall survive expiration or termination of this Lease.
- (H) Tenant agrees to protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against any and all claims, liability, expenses, losses, costs fines and damages (including reasonable attorney fees at trial and appellate levels), arising from, resulting out of or in any way caused by or connected to Tenant's failure to comply with any and all applicable federal, state and local laws, ordinances, regulations, rulings, orders and standards, now or hereafter promulgated for the purpose of protecting the environment or natural resources. Tenant understands that this indemnification is in addition to and is a supplement of Tenant's indemnification agreement set forth in Article 19 of this Lease. Tenant acknowledges the broad nature of this indemnification and hold-harmless clause and that County would not enter into this Lease without the inclusion of such clause, and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by County in support of this indemnification in accordance with laws of the State of Florida. The obligations arising under this Section 21.04(H) shall survive the expiration or termination of this Lease.

21.05 Environmental Assessment. Tenant acknowledges receipt of the County Assessment. At least thirty (30) days, but no more than ninety (90) days, prior to the expiration or earlier termination of the Lease, Tenant shall cause a Phase I environmental assessment (the "**Phase I ESA**") of the Premises to be prepared and delivered to County. If requested by County or, if the Phase I ESA indicates that there is a potential that environmental conditions may exist on the Premises or the adjacent property based on activities that have occurred or are occurring on the Premises, Tenant shall promptly cause a Phase II environmental assessment of the Premises to be prepared and delivered to County. The ESAs shall be prepared by a professional geologist or engineer licensed by the State of Florida, acceptable to County, and shall be prepared to meet the standards of practice of the American Society of Testing and Materials, to determine the existence and extent, if any, of Hazardous Substances on the Property. The ESAs shall state that County is entitled to rely on the information set forth in the ESAs. The ESAs shall

be prepared and delivered to County at Tenant's sole cost and expense. The Phase II ESA must address any potential environmental conditions or areas of contamination identified in the Phase I portion of the assessment. To the extent the environmental conditions and/or contamination identified in the environmental assessments are a result of Tenant and/or its officers, employees, subtenants, contractors or invitees activities or operations on the Premises, Tenant shall, at its sole cost and expense, promptly commence and diligently pursue to completion any assessment, remediation, clean-up and/or monitoring of the Premises necessary to bring the Premises into compliance with Environmental Laws. The parties agree that there shall be a presumption that any environmental conditions and/or contamination identified in the environmental assessments obtained by Tenant, which were not identified in County Assessment, are the result of the activities or operations of Tenant during the Term of this Lease. The requirements of this paragraph shall be in addition to any other provisions of the Lease relating to the condition of the Premises and shall survive the termination or expiration of the Lease.

ARTICLE 22

AMERICANS WITH DISABILITIES ACT

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

ARTICLE 23

DISCLAIMER OF LIABILITY

COUNTY HEREBY DISCLAIMS, AND TENANT HEREBY RELEASES COUNTY, FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE AND NUISANCE), FOR ANY LOSS, DAMAGE, OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY TENANT, ITS EMPLOYEES, AGENTS, OR INVITEES DURING THE TERM OF THIS LEASE OR ANY EXTENSION THEREOF INCLUDING, WITHOUT LIMITATION, 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 SOLELY CAUSED BY COUNTY'S NEGLIGENCE OR WILLFUL MISCONDUCT 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, WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS OR ANY OTHER DAMAGE RELATED TO THE LEASING OF THE PREMISES PURSUANT TO THIS LEASE. TENANT RELEASES COUNTY FROM ANY AND ALL LIABILITY RELATING TO ANY INFORMATION PROVIDED BY COUNTY RELATING TO THIS LEASE. FURTHERMORE, TENANT ACKNOWLEDGES AND AGREES THAT ITS USE OF ANY SUCH INFORMATION, WHETHER PREPARED OR PROVIDED BY COUNTY OR OTHERWISE, IN DETERMINING WHETHER TO ENTER INTO THIS LEASE WAS AT ITS SOLE RISK. THE FOREGOING DISCLAIMER SHALL NOT BE CONSTRUED TO CONSTITUTE AN AGREEMENT BY TENANT TO INDEMNIFY COUNTY FOR COUNTY'S NEGLIGENT, WILLFUL OR INTENTIONAL ACTS.

ARTICLE 24

GOVERNMENTAL RESTRICTIONS

24.01 Federal Right to Reclaim. In the event a United States governmental agency shall demand and take over the entire facilities of the Airports 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 24.01 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.

24.02 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 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.

24.03 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 heights that comply with Title 14, Part 77 of the Code of Federal Regulations, as now or hereafter amended.

24.04 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 Airports.

24.05 Operation of Airports. 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 Airports, or otherwise constitute an Airport hazard.

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

24.07 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 Leased Premises, and that County may grant similar privileges to another lessee or other lessees on other parts of the Airport.

24.08 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 Airports. 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 25 **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 identity and expression, familial status, 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 26 **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. This Article 26 shall not be deemed or construed to alter County's obligations under Article 10.

ARTICLE 27 **MISCELLANEOUS**

27.01 Waiver. The failure of either party to insist on 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 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 may exercise any and all rights 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.

27.03 Subordination to Governmental Agreements. This Lease shall be subject and subordinate to all the terms and conditions of any instrument or document 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 Airports, 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 Airports.

27.04 Easements. 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.

27.05 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.

27.06 Governmental Authority. Nothing in this Lease shall be construed to waive or limit County's governmental authority as a political subdivision of the State of Florida to regulate Tenant or its operations. County's obligations under this Lease are made in a proprietary capacity, rather than in a governmental capacity and such agreements shall not be construed as limiting, prohibiting or eliminating the obligation of the parties to comply with all applicable rules, regulations, ordinances, statutes and laws, nor alter or impair County's

governmental functions, including, without limitation, 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 County's governmental authority.

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

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

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

27.10 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.

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

27.12 Notices. All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service or overnight mail, telecopied or faxed (provided in each case a receipt is obtained), or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services or overnight mail, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5:00 p.m. (EST or EDT, whichever is in use) on a Business Day and on the next Business Day if transmitted after 5 p.m. (EST or EDT, whichever is in use) or on a non-Business Day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designated the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

County:

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

With a copy to:

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

Tenant:

Attn: Chad Farishon, Regional Vice President
Piedmont Hawthorne Aviation, LLC
d/b/a Landmark Aviation
1500 CityWest Boulevard, Suite 600
Houston, TX 77042
Fax: 713-690-9553

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.

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

27.14 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.

27.15 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 prohibitions against or limitations regarding assignment or subletting.

27.16 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.

27.17 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.

27.18 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.

27.19 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.

27.20 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.

27.21 Consents and 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. In

the event this Lease is silent as to the standard for any consent, approval, determination, or similar discretionary action, the standard shall be at the sole, absolute discretion of County or Department, rather than any implied standard of reasonableness.

27.22 Annual Appropriation. Nothing in this Lease shall obligate County, during any fiscal year, to expend money or incur any liability that involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. County's obligations under this Lease, which involve the expenditure of money, shall be subject to annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners in accordance with Chapter 129, Florida Statutes, as it may be amended.

27.23 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.

27.24 Conflict. In the event of any conflict and for purposes of resolving any disputes which may arise regarding this Lease, the RFP or Tenant's proposal, the order-of-precedence shall be: (i) this Lease; (ii) the RFP; and (iii) Tenant's proposal.

27.25 Authorized Uses Only. Notwithstanding anything to the contrary herein, Tenant shall not use or permit the use of the Premises or the Airports 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 Airports for County or Tenant.

27.26 Incorporation by References. All exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Lease by reference.

27.27 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.

27.28 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.

27.29 Termination of Prior Agreements. Upon the Commencement Date of this Lease, that certain Executive Hangar Lease Agreement between Tenant and County, dated November 3, 2009 (R-2009-1879) shall be terminated in its entirety; provided, however, that any claim, cause of action, or other obligation to Tenant or to County then accrued, shall survive said termination and become a claim under this Lease.

{Remainder of page intentionally left blank.}

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

ATTEST:

SHARON R. BOCK,
CLERK AND COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Burt Aaronson, Chair

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By: [Signature]
Director, Department of Airports

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

PIEDMONT HAWTHORNE
AVIATION, LLC, d/b/a
LANDMARK AVIATION

[Signature]
Signature
Sofia C. Gyomlai
Print Name
[Signature]
Signature
Apolonia Farinacci
Print Name

By: [Signature]
Signature
R. Allen Ashcraft, Jr.
Print Name
Secretary
Title
(Seal)



TABLE OF EXHIBITS

EXHIBIT "A1"	- PREMISES (North County Airport)
EXHIBIT "A2"	- PREMISES (Pahokee Airport)
EXHIBIT "B"	- HANGAR LEASES
EXHIBIT "C"	- COUNTY RATE SHEET
EXHIBIT "D"	- COUNTY RATE SHEET SEPTEMBER 1, 2011
EXHIBIT "E"	- REQUIRED IMPROVEMENTS
EXHIBIT "F"	- UTILITY ACCOUNTS

EXHIBIT "A1"

PREMISES (North County Airport)

COUNTY OF PALM BEACH
STATE OF FLORIDA

BOARD OF COUNTY COMMISSIONERS

PROJECT NO. 2010013-07

NORTH COUNTY AIRPORT
TERMINAL LEASE (N.C.A.-1)
BOUNDARY SURVEY

KAREN T. MARCUS
DISTRICT 1

JOHN F. KOONS
DISTRICT 2

SHELLEY VANA
DISTRICT 3

STEVEN L. ABRAMS
DISTRICT 4

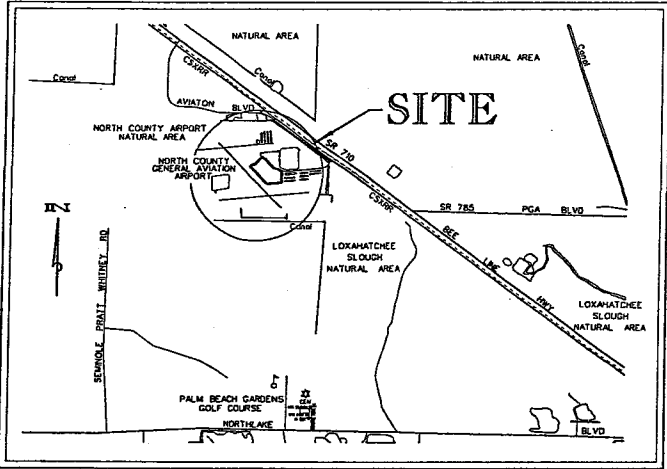
BURT AARONSON
DISTRICT 5

JESS R. SANTAMARIA
DISTRICT 6

PRISCILLA A. TAYLOR
DISTRICT 7



SECTION 2, TOWNSHIP 42 SOUTH, RANGE 41 EAST



LOCATION MAP
N.T.S.

NORTH COUNTY AIRPORT TERMINAL LEASE (NCA - 1)
PROPERTY DESCRIPTION

OVERALL BOUNDARY

A PARCEL OF LAND SITUATE IN SECTION 2, TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 2; THENCE SOUTH 00°38'39" WEST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2, A DISTANCE OF 840.45 FEET; THENCE NORTH 89°21'21" WEST AT RIGHT ANGLE TO THE PRECEDING COURSE, A DISTANCE OF 2091.29 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 84°42'47" WEST, A DISTANCE OF 114.91 FEET; THENCE NORTH 45°00'11" WEST, A DISTANCE OF 1197.30 FEET; THENCE NORTH 44°41'44" EAST, A DISTANCE OF 139.69 FEET; THENCE SOUTH 45°13'51" EAST, A DISTANCE OF 132.03 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 25.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°47'03" AN ARC DISTANCE OF 39.18 FEET TO THE POINT OF TANGENCY; THENCE NORTH 44°58'06" EAST, A DISTANCE OF 50.00 FEET; THENCE NORTH 45°00'11" WEST, A DISTANCE OF 46.98 FEET; THENCE NORTH 44°59'49" EAST, A DISTANCE OF 512.44 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST (A RADIAL LINE FROM SAID POINT BEARS NORTH 65°30'08" EAST) AND HAVING A RADIUS OF 68.00 FEET; THENCE SOUTH-EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°43'23" AN ARC DISTANCE OF 53.08 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°26'54" AN ARC DISTANCE OF 88.83 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 43°46'21" EAST, A DISTANCE OF 528.22 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTH-EAST AND HAVING A RADIUS OF 342.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°46'36" AN ARC DISTANCE OF 141.92 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 67°32'51" EAST, A DISTANCE OF 658.08 FEET; THENCE SOUTH 04°51'16" EAST, A DISTANCE OF 539.47 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT

A PARCEL OF LAND SITUATE IN SECTION 2, TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 2; THENCE SOUTH 00°38'39" WEST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2, A DISTANCE OF 559.77 FEET; THENCE NORTH 89°21'21" WEST AT RIGHT ANGLE TO THE PRECEDING COURSE, A DISTANCE OF 2604.37 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 45°07'19" WEST, A DISTANCE OF 50.05 FEET; THENCE NORTH 44°52'41" WEST, A DISTANCE OF 73.87 FEET; THENCE NORTH 45°07'19" EAST, A DISTANCE OF 27.66 FEET; THENCE SOUTH 44°52'41" EAST, A DISTANCE OF 45°07'19" WEST, A DISTANCE OF 113.62 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 262.37 FEET (A RADIAL LINE FROM SAID POINT BEARS NORTH 40°16'30" EAST); THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37°20'41" AN ARC DISTANCE OF 184.05 FEET TO A NON-TANGENT LINE; THENCE SOUTH 63°39'48" EAST, A DISTANCE OF 23.43 FEET; THENCE SOUTH 43°08'12" WEST, A DISTANCE OF 135.35 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT

A PARCEL OF LAND SITUATE IN SECTION 2, TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 2; THENCE SOUTH 00°38'39" WEST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2, A DISTANCE OF 840.45 FEET; THENCE NORTH 89°21'21" WEST AT RIGHT ANGLE TO THE PRECEDING COURSE, A DISTANCE OF 2091.29 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 84°42'47" WEST, A DISTANCE OF 114.91 FEET; THENCE NORTH 45°00'11" WEST, A DISTANCE OF 1197.30 FEET; THENCE NORTH 44°41'44" EAST, A DISTANCE OF 139.69 FEET; THENCE SOUTH 45°13'51" EAST, A DISTANCE OF 132.03 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 25.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°47'03" AN ARC DISTANCE OF 39.18 FEET TO THE POINT OF TANGENCY; THENCE NORTH 44°58'06" EAST, A DISTANCE OF 50.00 FEET; THENCE NORTH 45°00'11" WEST, A DISTANCE OF 46.98 FEET; THENCE NORTH 44°59'49" EAST, A DISTANCE OF 512.44 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST (A RADIAL LINE FROM SAID POINT BEARS NORTH 65°30'08" EAST) AND HAVING A RADIUS OF 68.00 FEET; THENCE SOUTH-EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°43'23" AN ARC DISTANCE OF 53.08 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°26'54" AN ARC DISTANCE OF 88.83 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 43°46'21" EAST, A DISTANCE OF 528.22 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTH-EAST AND HAVING A RADIUS OF 342.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°46'36" AN ARC DISTANCE OF 141.92 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 67°32'51" EAST, A DISTANCE OF 658.08 FEET; THENCE SOUTH 04°51'16" EAST, A DISTANCE OF 539.47 FEET TO THE POINT OF BEGINNING.

NET PARCEL AFTER LESS OUTS CONTAINS 1.021,515 SQUARE FEET OR 23.4508 ACRES MORE OR LESS.

TRACT 1

A PARCEL OF LAND SITUATE IN SECTION 2, TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 2; THENCE SOUTH 00°38'39" WEST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2, A DISTANCE OF 840.45 FEET; THENCE NORTH 89°21'21" WEST AT RIGHT ANGLE TO THE PRECEDING COURSE, A DISTANCE OF 2091.29 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 84°42'47" WEST, A DISTANCE OF 114.91 FEET; THENCE NORTH 45°00'11" WEST, A DISTANCE OF 1197.30 FEET; THENCE NORTH 44°41'44" EAST, A DISTANCE OF 139.69 FEET; THENCE SOUTH 45°13'51" EAST, A DISTANCE OF 132.03 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 25.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°47'03" AN ARC DISTANCE OF 39.18 FEET TO THE POINT OF TANGENCY; THENCE NORTH 44°58'06" EAST, A DISTANCE OF 50.00 FEET; THENCE NORTH 45°00'11" WEST, A DISTANCE OF 46.98 FEET; THENCE NORTH 44°59'49" EAST, A DISTANCE OF 512.44 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST (A RADIAL LINE FROM SAID POINT BEARS NORTH 65°30'08" EAST) AND HAVING A RADIUS OF 68.00 FEET; THENCE SOUTH-EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°43'23" AN ARC DISTANCE OF 53.08 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°26'54" AN ARC DISTANCE OF 88.83 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 43°46'21" EAST, A DISTANCE OF 528.22 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTH-EAST AND HAVING A RADIUS OF 342.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°46'36" AN ARC DISTANCE OF 141.92 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 67°32'51" EAST, A DISTANCE OF 658.08 FEET; THENCE SOUTH 04°51'16" EAST, A DISTANCE OF 539.47 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 13.9843 ACRES OR 609,154 SQUARE FEET, MORE OR LESS.

LEGEND

(D) = DEED
(M) = MEASURED
(C) = CALCULATED
R = RADIUS
L = ARC LENGTH
Δ = CENTRAL ANGLE
I.R.N. = IRON ROD
P.O.B. = POINT OF BEGINNING
SQ. FT. = SQUARE FEET

PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ENGINEERING SERVICES
2200 NORTH JOG ROAD
WEST PALM BEACH, FL 33411



DATE	
BY	
REVISION	
NO.	
SCALE: AS NOTED	
APPROVED: G. W. MARK	
DRAWN: A. B. F.	
CHECKED: W. C. E.	
DATE: 03/15/10	
FIELD BOOK NO.	1123 0

PROJECT:	NORTH COUNTY AIRPORT TERMINAL LEASE (N.C.A.-1) BOUNDARY SURVEY
DESIGN FILE NAME	8-3-10-4091.DGN
DRAWING NO.	S-3-10-3091

SHEET: 1	
OF: 6	
PROJECT NO.	2010013-07

CERTIFIED TO: PALM BEACH COUNTY DEPARTMENT OF AIRPORTS

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

I HEREBY CERTIFY THAT THE BOUNDARY SURVEY SHOWN HEREON WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT SAID SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GLENN W. MARK, PLS
FLORIDA CERTIFICATE NO. 5304

DATE

TRACT 2

A PARCEL OF LAND SITUATE IN SECTION 2, TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 21; THENCE SOUTH 00°38'39" WEST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2, A DISTANCE OF 840.45 FEET; THENCE NORTH 89°21'21" WEST AT RIGHT ANGLE TO THE PRECEDING COURSE, A DISTANCE OF 2091.29 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 84°42'47" WEST, A DISTANCE OF 50.22 FEET; THENCE NORTH 04°51'16" WEST, A DISTANCE OF 468.56 FEET; THENCE SOUTH 85°09'02" WEST, A DISTANCE OF 157.57 FEET; THENCE SOUTH 43°08'12" WEST, A DISTANCE OF 30.74 FEET; THENCE NORTH 83°39'48" WEST, A DISTANCE OF 23.43 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTH (A RADIAL LINE FROM SAID POINT BEARS NORTH 02°55'49" EAST) AND HAVING A RADIUS OF 782.37 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37°20'41" AN ARC DISTANCE OF 184.05 FEET; THENCE SOUTH 44°10'05" WEST, A DISTANCE OF 113.82 FEET; THENCE NORTH 44°52'24" WEST, A DISTANCE OF 10.54 FEET; THENCE NORTH 45°07'19" EAST, A DISTANCE OF 111.50 FEET; THENCE NORTH 44°52'41" WEST, A DISTANCE OF 66.12 FEET; THENCE SOUTH 45°07'19" WEST, A DISTANCE OF 22.39 FEET; THENCE NORTH 44°52'41" WEST, A DISTANCE OF 7.75 FEET; THENCE SOUTH 45°07'19" WEST, A DISTANCE OF 88.56 FEET; THENCE NORTH 45°00'11" WEST, A DISTANCE OF 723.16 FEET; THENCE NORTH 44°58'49" EAST, A DISTANCE OF 251.74 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST (A RADIAL LINE FROM SAID POINT BEARS NORTH 65°30'08" EAST) AND HAVING A RADIUS OF 68.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°45'25" AN ARC DISTANCE OF 53.08 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 55°26'54" AN ARC DISTANCE OF 88.83 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 43°46'21" EAST, A DISTANCE OF 528.22 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 342.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°46'36" AN ARC DISTANCE OF 141.32 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 67°32'51" EAST, A DISTANCE OF 252.09 FEET; THENCE SOUTH 04°51'16" EAST, A DISTANCE OF 539.41 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 7.0268 ACRES OR 306.086 SQUARE FEET, MORE OR LESS.

TRACT 3

A PARCEL OF LAND SITUATE IN SECTION 2, TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 21; THENCE SOUTH 00°38'39" WEST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2, A DISTANCE OF 840.45 FEET; THENCE NORTH 89°21'21" WEST AT RIGHT ANGLE TO THE PRECEDING COURSE, A DISTANCE OF 2091.29 FEET; THENCE SOUTH 84°42'47" WEST, A DISTANCE OF 50.22 FEET; THENCE NORTH 04°51'16" WEST, A DISTANCE OF 468.56 FEET; THENCE SOUTH 85°09'02" WEST, A DISTANCE OF 21.24 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 85°09'02" WEST CONTINUING ALONG SAID LINE, A DISTANCE OF 136.33 FEET; THENCE SOUTH 43°08'12" WEST, A DISTANCE OF 184.41 FEET; THENCE NORTH 84°39'18" EAST, A DISTANCE OF 115.75 FEET; THENCE SOUTH 05°02'02" EAST, A DISTANCE OF 61.97 FEET; THENCE NORTH 85°05'21" EAST, A DISTANCE OF 142.56 FEET; THENCE NORTH 04°51'16" WEST, A DISTANCE OF 170.86 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.6968 ACRE OR 30.352 SQUARE FEET, MORE OR LESS.

TRACT 4

A PARCEL OF LAND SITUATE IN SECTION 2, TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 21; THENCE SOUTH 00°38'39" WEST, A DISTANCE OF 840.45 FEET; THENCE NORTH 89°21'21" WEST, A DISTANCE OF 2091.29 FEET; THENCE SOUTH 84°42'47" WEST, A DISTANCE OF 714.91 FEET; THENCE NORTH 45°00'11" WEST, A DISTANCE OF 1797.30 FEET; THENCE NORTH 44°41'44" EAST, A DISTANCE OF 139.69 FEET; THENCE SOUTH 45°13'51" EAST, A DISTANCE OF 132.03 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 25.00 FEET; THENCE EASTERLY THROUGH A CENTRAL ANGLE OF 89°47'03" AN ARC DISTANCE OF 39.18 FEET TO THE POINT OF TANGENCY; THENCE NORTH 44°55'06" EAST, A DISTANCE OF 50.00 FEET; THENCE NORTH 45°00'11" WEST, A DISTANCE OF 46.98 FEET; THENCE NORTH 44°58'49" EAST, A DISTANCE OF 187.47 FEET TO THE POINT OF BEGINNING; THENCE NORTH 44°59'49" EAST CONTINUING ALONG SAID LINE, A DISTANCE OF 87.23 FEET; THENCE SOUTH 45°00'11" EAST, A DISTANCE OF 723.16 FEET; THENCE NORTH 45°07'19" EAST, A DISTANCE OF 60.90 FEET; THENCE SOUTH 44°52'41" EAST, A DISTANCE OF 73.87 FEET; THENCE SOUTH 45°07'19" WEST, A DISTANCE OF 61.45 FEET; THENCE SOUTH 44°51'24" EAST, A DISTANCE OF 21.45 FEET; THENCE SOUTH 44°10'05" WEST, A DISTANCE OF 86.51 FEET; THENCE NORTH 45°00'11" WEST, A DISTANCE OF 819.71 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 1.7430 ACRES OR 75.923 SQUARE FEET, MORE OR LESS.

SURVEYOR'S REPORT

SHEET 4 OF THIS SURVEY IS A HORIZONTAL TOPOGRAPHIC SURVEY OF THE TERMINAL BUILDING, HANGARS, HANGAR OFFICES & FUEL FARM AREA LOCATED WITHIN THE LEASE BOUNDARY. SEE NOTE BELOW CONCERNING ADDITIONAL TOPOGRAPHIC FEATURES NOT LOCATED BY THIS SURVEY.

SHEET 5 & 6 OF THIS SURVEY IS SHOWN FOR LEASE AREA CALCULATIONS ONLY. NO BOUNDARY CORNERS WERE SET FOR ANY OF THE HANGARS. FIELD MEASUREMENTS OF THE BUILDING FOOTPRINTS WERE DONE AND THAT INFORMATION IS REFLECTED ON THIS DRAWING. THE SQUARE FOOTAGE SHOWN WAS CALCULATED FROM THE FIELD MEASUREMENTS.

BEARINGS ARE BASED ON A GRID (NAD 83, 1990 ADJUSTED) BEARING OF SOUTH 00°38'39" WEST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 42 SOUTH, RANGE 41 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, 2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411-2745

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

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

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

FIELD WORK FOR THIS PROJECT IS LOCATED IN FIELD BOOK 1123 O, PAGE 11 - DATED 02/06/03 AND FIELD BOOK 1123W, PAGE 13 - DATED 03/10/2010. INSTRUMENTS USED WERE THE TOPCON GTS-4 TOTAL STATION 22 & HUSKY DATA COLLECTOR.

THE FILE NAMES ARE 030103-04.ZAK, 20030103-04.DAT, 20030103-04 (Revised).WPD, 20030103-04(Revised).TXT, 010103-07.ZAK.

THE SURVEY WAS LAST REVIEWED IN THE FIELD ON THE FOLLOWING DATE: 05/21/03. SURVEY UPDATED & REVISED 03/10/2010. SEE FIELD BOOK 1123W, PAGE 13. ALSO SEE PREVIOUS SURVEY FOR NCA TERMINAL LEASE - PROJECT NO. 20030103-04, DRAWING NO. 5-3-03-1862 ON FILE IN THE OFFICE OF THE COUNTY ENGINEER.

SEE CERTIFIED CORNER RECORDS DOC.# 15969-15952 FOR THE SECTION CORNERS ASSOCIATED WITH SECTION 2, TOWNSHIP 42 SOUTH, RANGE 41 EAST USED TO DESCRIBE THIS BOUNDARY.

ALL EXISTING AND ESTABLISHED CONTROL BASED ON THE MEASUREMENTS SHOWN, MEET OR EXCEED THE RELATIVE DISTANCE ACCURACY REQUIREMENT OF 1:5,000 (RURAL) REQUIRED BY THIS SURVEY.

A FIELD TRAVERSE WAS PERFORMED IN ORDER TO ESTABLISH STATE PLANE COORDINATES ON THE BOUNDARY OF THIS SURVEY. EXISTING GPS CONTROL WAS LOCATED AND USED FOR THE TRAVERSE.

A GPS PROJECT WAS PREVIOUSLY DONE FOR NORTH COUNTY AIRPORT AND THAT INFORMATION IS LOCATED IN GPS FILE "NCA GPS" AND CAN BE FOUND IN THE OFFICE OF THE COUNTY ENGINEER.

AVIATION BLVD. - AIRPORT ACCESS ROAD WAS ESTABLISHED FROM THE SURVEY CONTROL PLAN PRODUCED BY WILLIAMS, HATFIELD & STONER, INC. - PROJECT NUMBER 2750-26 SHEET 4, DATED 06/09/94 WHICH WAS PROVIDED BY THE DEPARTMENT OF AIRPORTS A COPY OF WHICH IS IN THE PROJECT FILE.

SPECIFIC STRUCTURES WERE LOCATED BY THIS SURVEY. THE BUILDINGS, FUEL FARM AND RAMP AREA AS SHOWN WERE FIELD LOCATED AND WILL BE USED FOR A LEASE AREA CALCULATION. ADDITIONAL TOPOGRAPHIC FEATURES EXIST BUT WERE NOT LOCATED AT THE CLIENTS REQUEST.

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

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

COORDINATES SHOWN ARE GRID

DATUM NAD 83, 1990 ADJUSTMENT

ZONE FLORIDA EAST

LINEAR UNITS US SURVEY FOOT

COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION

ALL DISTANCES ARE GROUND.

PROJECT SCALE FACTOR 1.00001490

GROUND DISTANCE X SCALE FACTOR GRID DISTANCE

ALL FEATURE SYMBOLS SHOWN ARE NOT TO SCALE.

PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ENGINEERING SERVICES
2300 NORTH JOG ROAD
WEST PALM BEACH, FL 33411

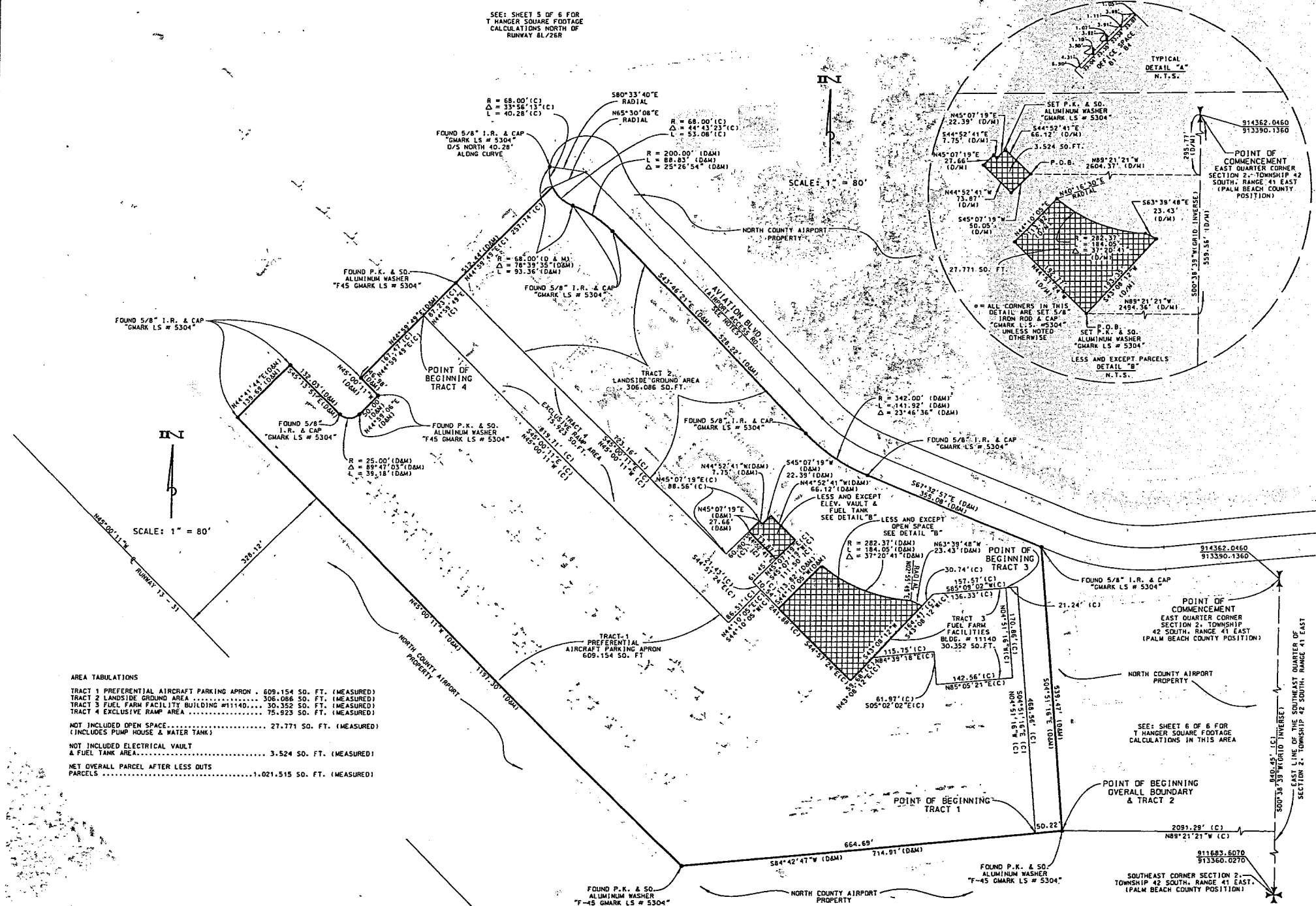


DATE	
BY	
REVISION	
NO.	
SCALE: AS NOTED	
APPROVED: G.W.M.	
DRAWN: A.B.F.	
CHECKED: W.C.E.	
DATE	
DRAWN: 02/12/03	
FIELD BOOK NO.	11230 O

--

PROJECT:	NORTH COUNTY AIRPORT TERMINAL LEASE (N.C.A.-1) BOUNDARY SURVEY
DESIGN FILE NAME	8-3-10-3891.DGN
DRAWING NO.	8-3-10-3091

SHEET: 2	
OF: 6	
PROJECT NO.	20030103-04



AREA TABULATIONS

TRACT 1 PREFERENTIAL AIRCRAFT PARKING APRON	609,154 SQ. FT. (MEASURED)
TRACT 2 LANDSIDE GROUND AREA	306,086 SQ. FT. (MEASURED)
TRACT 3 FUEL FARM FACILITY BUILDING #1140	30,352 SQ. FT. (MEASURED)
TRACT 4 EXCLUSIVE RAMP AREA	75,923 SQ. FT. (MEASURED)
NOT INCLUDED OPEN SPACE (INCLUDES PUMP HOUSE & WATER TANK)	27,771 SQ. FT. (MEASURED)
NOT INCLUDED ELECTRICAL VAULT & FUEL TANK AREA	3,524 SQ. FT. (MEASURED)
NET OVERALL PARCEL AFTER LESS OUTS	1,021,515 SQ. FT. (MEASURED)

PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ENGINEERING SERVICES
2800 NORTH JOG ROAD
WEST PALM BEACH, FL 33411



DATE	
BY	
REVISION	
NO.	
SCALE: AS NOTED	
APPROVED: G. W. M.	
DRAWN: A. B. F.	
CHECKED: W. C. E.	
DATE: 02/12/03	

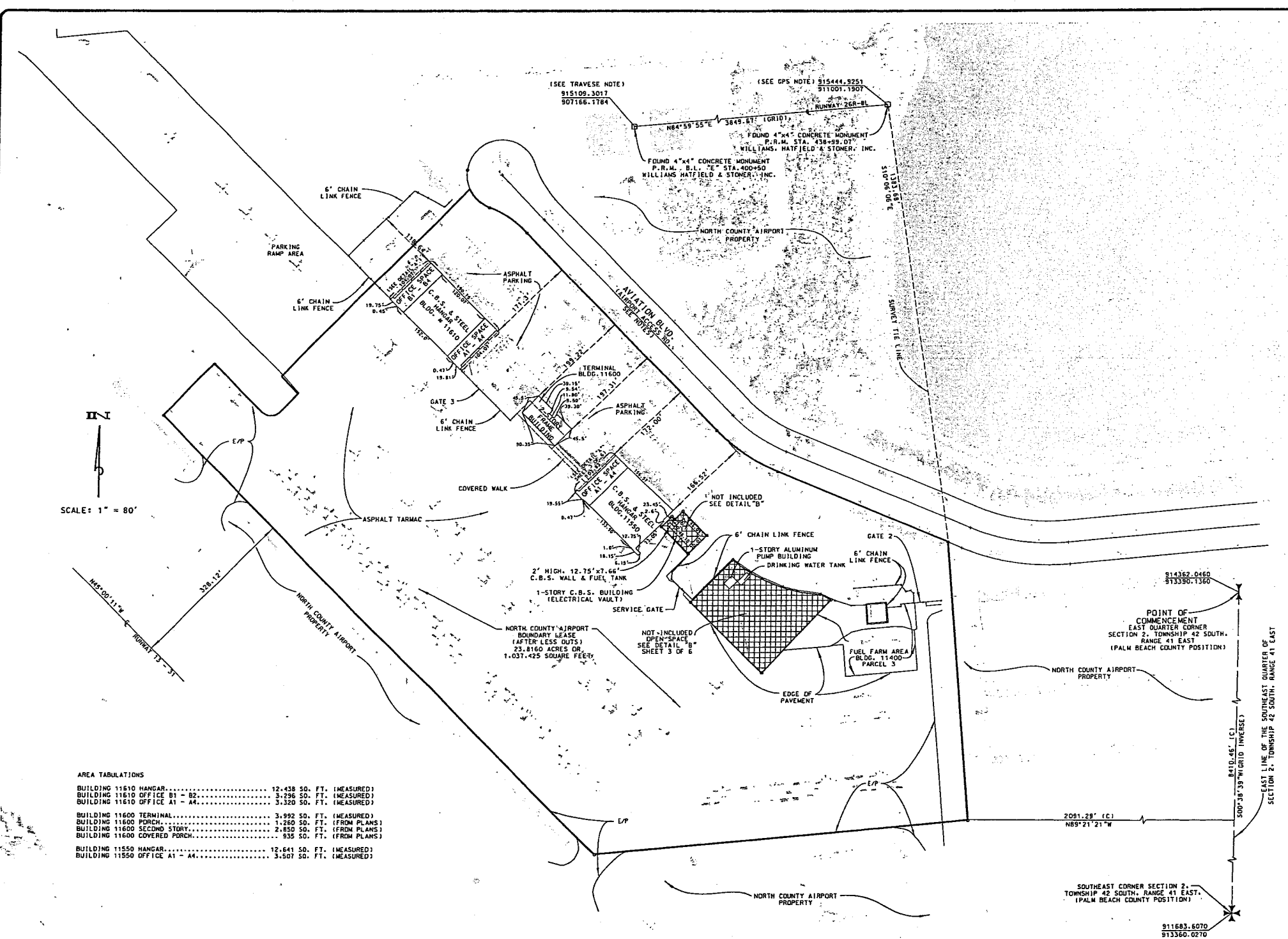
PROJECT: NORTH COUNTY AIRPORT TERMINAL LEASE (N.C.A.-1) BOUNDARY SURVEY	DRAWING NO. 8-3-10-0091
DESIGN FILE NAME: 8-3-10-0091.DGN	

SHEET: 3
OF: 6
PROJECT NO. 2005013-04

IN
SCALE: 1" = 80'

AREA TABULATIONS

BUILDING 11810 HANGAR.....	12,438 SQ. FT. (MEASURED)
BUILDING 11610 OFFICE B1 - B2.....	3,296 SQ. FT. (MEASURED)
BUILDING 11610 OFFICE A1 - A4.....	3,320 SQ. FT. (MEASURED)
BUILDING 11600 TERMINAL.....	3,992 SQ. FT. (MEASURED)
BUILDING 11600 PORCH.....	1,260 SQ. FT. (FROM PLANS)
BUILDING 11600 SECOND STORY.....	2,850 SQ. FT. (FROM PLANS)
BUILDING 11600 COVERED PORCH.....	835 SQ. FT. (FROM PLANS)
BUILDING 11550 HANGAR.....	12,641 SQ. FT. (MEASURED)
BUILDING 11550 OFFICE A1 - A4.....	3,507 SQ. FT. (MEASURED)



TOPOGRAPHIC INFORMATION

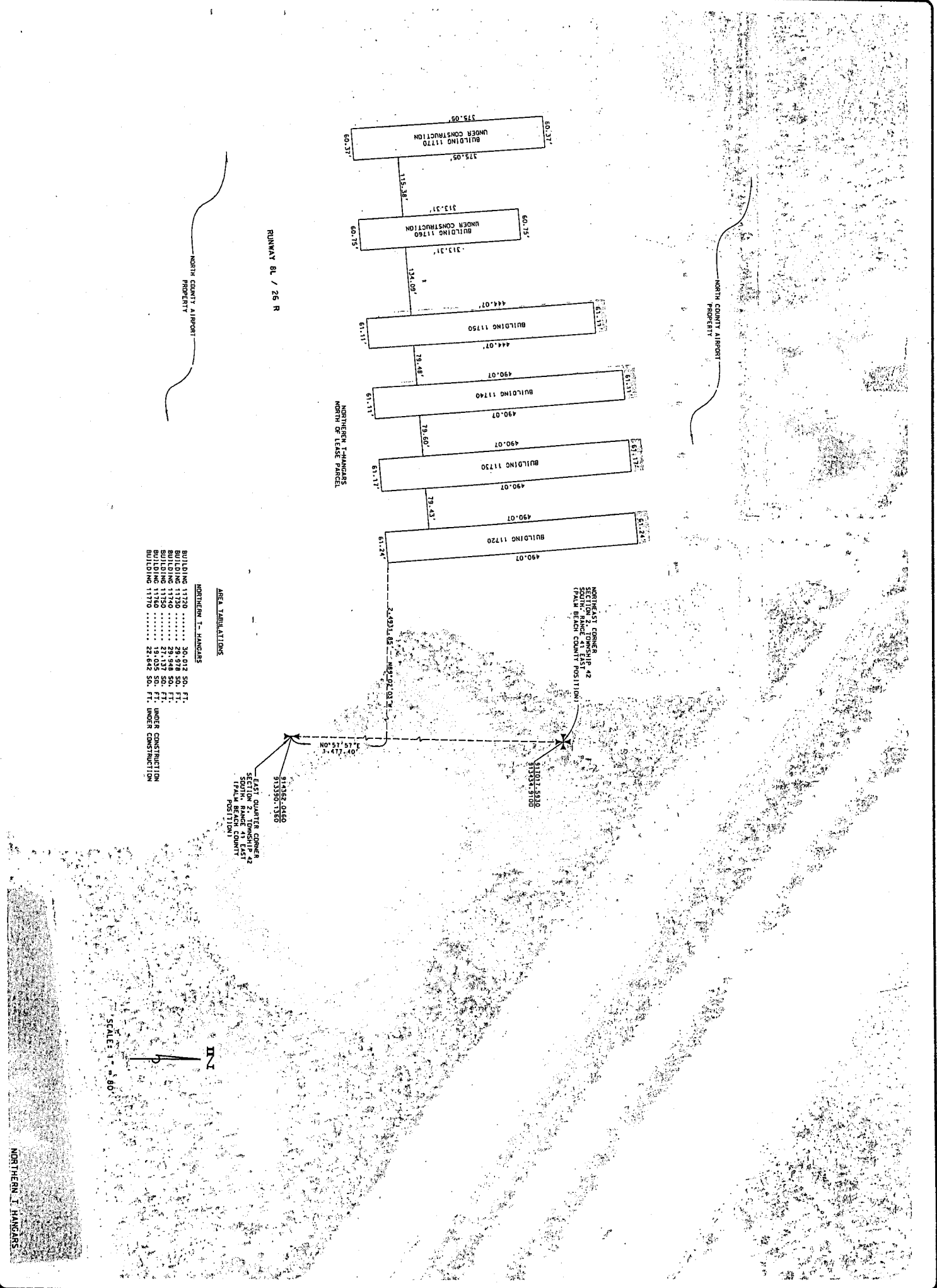
PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ENGINEERING SERVICES
3200 NORTH JOG ROAD
WEST PALM BEACH, FL 33411



NO.	DATE
REVISION	BY
SCALE: AS NOTED	
APPROVED: G.W.M.	
DRAWN: A.B.F.	
CHECKED: W.C.E.	
DATE	
DRAWN: 02/12/03	
FIELD BOOK NO.	11230 D

PROJECT:	NORTH COUNTY AIRPORT TERMINAL LEASE (N.C.A.-1) BOUNDARY SURVEY
DESIGN FILE NAME	S-8-10-3091.DGN
DRAWING NO.	S-8-10-3091

SHEET: 4
OF: 6
PROJECT NO. 2005013-04




AREA TABULATIONS

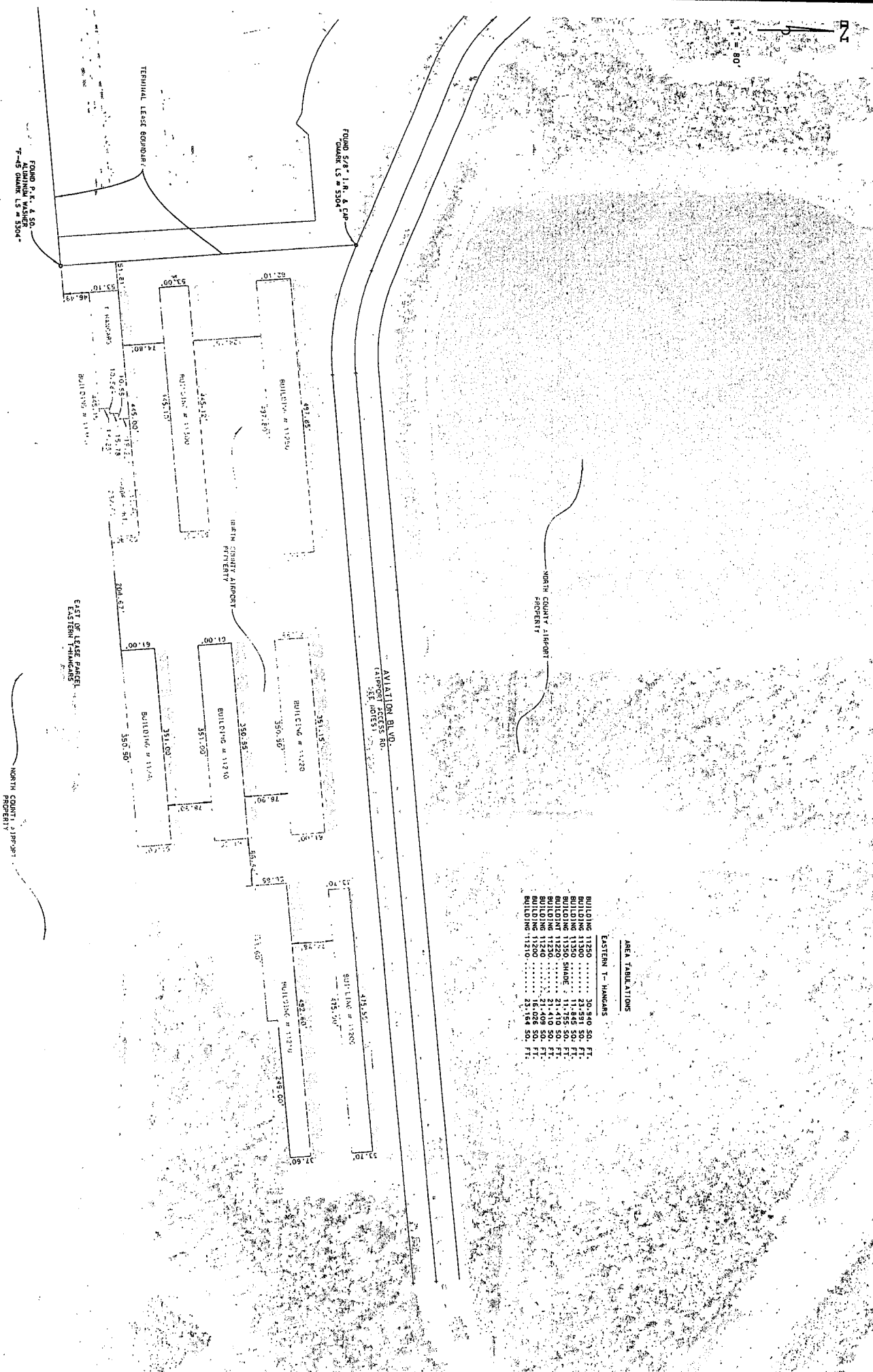
NORTHERN I-HANGARS	
BUILDING 11720	30,012 SQ. FT.
BUILDING 11730	29,948 SQ. FT.
BUILDING 11740	27,117 SQ. FT.
BUILDING 11750	29,948 SQ. FT.
BUILDING 11760	27,117 SQ. FT.
BUILDING 11770	22,642 SQ. FT.
UNDER CONSTRUCTION	

EAST QUARTER CORNER
SECTION 2, TOWNSHIP 42
SOUTH, RANGE 41 EAST
(PALM BEACH COUNTY
POSITION)
914352.0480
913350.7360

SCALE: 1" = 80'
N

NORTHERN I-HANGARS

PROJECT: NORTH COUNTY AIRPORT TERMINAL LEASE (N.C.A.-1) BOUNDARY SURVEY		DRAWING NO. S-3-10-3091	
DESIGN FILE NAME S-3-10-3091.DGN		SCALE: AS NOTED APPROVED: G.W.H. DRAWN: A.B.F. CHECKED: M.C.E. DATE: 02/12/03 FIELD BOOK NO. 11230 0	
SHEET: 5 OF: 6		REVISION BY DATE	
PROJECT NO. 2005012-04		 PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICES 3300 NORTH JOG ROAD WEST PALM BEACH, FL 33411	



AREA TABULATIONS

EASTERN T-HANGARS

BUILDING 11220	30,940 SQ. FT.
BUILDING 11230	11,865 SQ. FT.
BUILDING 11350	11,755 SQ. FT.
BUILDING 11250	21,410 SQ. FT.
BUILDING 11240	21,408 SQ. FT.
BUILDING 11200	16,028 SQ. FT.
BUILDING 11210	21,194 SQ. FT.

EASTERN T-HANGARS

SHEET: 6

OF: 6

PROJECT NO. 2005013-04

PROJECT:

NORTH COUNTY AIRPORT
TERMINAL LEASE (N.C.A-1)
BOUNDARY SURVEY

DESIGN FILE NAME
S-3-10-3091.DGN

DRAWING NO.
S-3-10-3091

SCALE: AS NOTED

APPROVED: K.M.


DRAWN: A.B.F.

CHECKED: W.C.E.

DATE: 02/12/03

FIELD BOOK NO.
11230 0

NO.	REVISION	BY	DATE
1	REVISED BLD. NO.	GWM	5/10



PALM BEACH COUNTY

ENGINEERING AND PUBLIC WORKS

ENGINEERING SERVICES

2500 NORTH JOG ROAD

WEST PALM BEACH, FL 33411

EXHIBIT "A2"

PREMISES (Pahokee Airport)

COUNTY OF PALM BEACH STATE OF FLORIDA

BOARD OF COUNTY COMMISSIONERS

PROJECT NO. 2010013-06

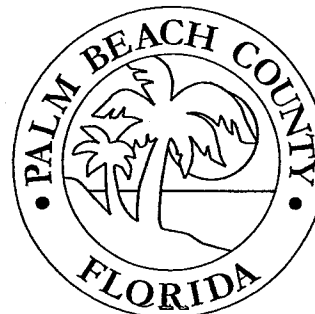
BOUNDARY & TOPOGRAPHIC SURVEY OF PAHOKEE / GLADES AIRPORT LEASE PARCEL

KAREN T. MARCUS
DISTRICT 1

JOHN F. KOONS
DISTRICT 2

STEVEN L. ABRAMS
DISTRICT 4

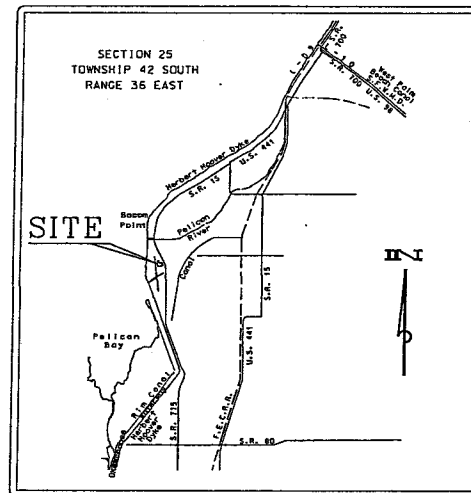
JESS R. SANTAMARIA
DISTRICT 6



SHELLEY VANA
DISTRICT 3

BURT AARONSON
DISTRICT 5

PRISCILLA A. TAYLOR
DISTRICT 7



LOCATION MAP
N.T.S.

DESCRIPTION PAHOKEE/GLADES AIRPORT LEASE PARCEL

PARCEL OF LAND LOCATED WITHIN THE PAHOKEE/GLADES AIRPORT PROPERTY, SITUATE IN SECTION 25, TOWNSHIP 42 SOUTH, RANGE 36 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NATIONAL GEODETIC SERVICES "B" STATION "HOKEPORT"; THENCE SOUTH 27°15'54" EAST, A DISTANCE OF 1276.61 FEET TO THE POINT OF BEGINNING; THENCE NORTH 83°19'52" EAST, A DISTANCE OF 89.96 FEET, THENCE NORTH 06°40'08" WEST, A DISTANCE OF 354.95 FEET; THENCE NORTH 83°19'52" EAST, A DISTANCE OF 150.01 FEET; THENCE SOUTH 06°40'08" EAST, A DISTANCE OF 354.97 FEET; THENCE NORTH 83°19'52" EAST, A DISTANCE OF 389.96 FEET; THENCE SOUTH 06°40'08" EAST, A DISTANCE OF 434.95 FEET; THENCE SOUTH 83°19'52" WEST, A DISTANCE OF 629.94 FEET; THENCE NORTH 06°40'08" WEST, A DISTANCE OF 434.96 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S REPORT

THE PROPERTY AS SURVEYED CONTAINS 327,239 SQUARE FEET OR 7.5124 ACRES MORE OR LESS.

BEARINGS ARE BASED ON A GRID (NAD 83, 1990 ADJUSTMENT) BEARING OF SOUTH 22°03' EAST BETWEEN NGS STATION "HOKEPORT" AND "HOKEPORT AZ. MKR." AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

THIS INSTRUMENT PREPARED BY GLENN W. MARK, P.L.S., IN THE OFFICE OF THE COUNTY ENGINEER, 2300 NORTH JOO ROAD, WEST PALM BEACH, FLORIDA 33411-2745.

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

NO TITLE POLICY OR TITLE SEARCH AFFECTING TITLE OR BOUNDARY TO THE SUBJECT PROPERTY HAS BEEN PROVIDED. IT IS POSSIBLE THERE ARE DEEDS AND EASEMENTS, RECORDED OR UNRECORDED, WHICH COULD AFFECT THIS SURVEY.

THE CLIENT DID NOT REQUEST VERTICAL TOPOGRAPHY ON THE SITE.

ALL BEARINGS AND DISTANCES ARE DEED AND MEASURED AS THIS PARCEL AND DESCRIPTION WAS PREPARED BY THE SIGNING SURVEYOR.

FIELD WORK FOR THIS PROJECT IS LOCATED IN FIELD BOOK 1223 W, PAGE 14. INSTRUMENTS USED WERE THE LEICA TOTAL STATION, AND TDS CONTROLLER.

FIELD WORK COMPLETED ON 03/25/2010.

THE PROJECTS FIELD TRAVERSE WAS BALANCED USING STARNET GPS VERSION 5.106 LEAST SQUARES ADJUSTMENT. A FIELD TRAVERSE WAS RUN IN ORDER TO ESTABLISH STATE PLANE COORDINATES ON THE ENTIRE SITE. THE FOLLOWING STATIONS WERE USED TO CONTROL THE SURVEY "HOKEPORT" AND "HOKEPORT AZ. MKR." REFER TO THE NGS DATABASE FOR ADDITIONAL INFORMATION CONCERNING THE CONTROL USED.

THE FILE NAMES ARE PHK.DAT, PHK.LST, PHK.RAW, PHKTR.DAT, PHKTR.LST, PHKTR.RAW, PHK.ZAK, PHKTR.ZAK, PHK.ASC, PHKTR.ASC, PHK.TXT, PHK.DGN & 2010013-06.CSV.

PROPERTY CORNERS WERE SET PER THE LEGAL DESCRIPTION AND BASED ON THE MEASUREMENTS SHOWN MEET OR EXCEED THE RELATIVE DISTANCE ACCURACY REQUIREMENT OF RURAL 1:5,000 REQUIRED BY THIS SURVEY.

ALL APPARENT EXISTING IMPROVEMENTS HAVE BEEN LOCATED AS SHOWN ON THIS DRAWING.

NO WETLANDS DETERMINATIONS OR DELINEATIONS WERE CONDUCTED BY THIS SURVEY.

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

LEGEND
NBS = NATIONAL GEODETIC SURVEY
CBS = CONCRETE BLOCK STUCCO
D = DESCRIPTION PROVIDED BY
SIGNING SURVEYOR
S.T.L. = SURVEY TIE LINE
EXT. = EXTINGUISHER
RET. = RETENTION
ELECT. = ELECTRIC
CONC. = CONCRETE
BLDG. = BUILDING
M = MEASURED
AZ. = MARK
AZ. = AZIMUTH
CS = CONCRETE SLAB
W.V. = WATER VALVE
F.H. = FIRE HYDRANT
L.S. = LIFT STATION
E.B. = ELECTRIC BOX
L.P. = LIGHT POLE
S.V. = SPRINKLER VALVE
M.H. = MANHOLE

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.
SCALE FACTOR = 0.99995256
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE
ALL FEATURE SYMBOLS SHOWN ARE NOT TO SCALE.

CERTIFIED TO: PALM BEACH COUNTY DEPARTMENT OF AIRPORTS.

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

I HEREBY CERTIFY THAT THE BOUNDARY SURVEY SHOWN HEREON WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT SAID SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, 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
2300 NORTH JOO ROAD
WEST PALM BEACH, FL 33411



BY DATE	6/10
REVISION	REMOVED PARKING
NO	1
SCALE: 1"= 40'	
APPROVED: G.W.M.	
DRAWN: E.A.D.	
CHECKED: W.C.E.	
DATE: 04/06/10	FIELD BOOK NO. 1223 W

PROJECT:
BOUNDARY & TOPOGRAPHIC SURVEY
OF PAHOKEE / GLADES AIRPORT
LEASE PARCEL
DESIGN FILE NAME: S-3-10-3096.DGN
DRAWING NO. S-3-10-3096

SHEET: 1
OF: 2
PROJECT NO. 2010013-06

EXHIBIT "B"

HANGAR LEASES

Exhibit "B"
Hangar Leases*

North Palm Beach County General Aviation Airport

Building	Unit	<u>Lessee Name</u>	<u>R-Number</u>
11200	1	David Colston	R-2005-0937
11200	2	John J. Boswell	R-2004-0530
11200	3	Harold B. Walter	R-2004-0034
11200	4	Mark Hinkofer	R-2004-0169
11200	5	Jerry Sutow	R-98-312D
11200	6	Dennis H. Jones	R-2008-1643
11200	7	Dennis Lambe	R-2007-0132
11200	8	Robert K. Brumwell	R-2004-0037
11200	9	Gary Szuminski	R-2004-0165
11200	10	Stephen Sinclair	R-2004-0404
11200	11	Edward G. Patenaude	R-2009-0844
11210	1	Hafer and Associates Corporation	R-2004-0978
11210	2	Gary A. Sanders	R-2004-0028
11210	3	William M. Packer	R-2004-0529
11210	4	Dave White Chevrolet, Inc.	R-2004-0032
11210	5	Johanna Kyrklund (Robert C. Nevins, III)	R-2009-1964
11210	6	James H. Clark	R-98-880-D
11210	7	Sherman Aircraft Sales, Inc.	R-2004-0273
11210	8	Joseph Masessa	R-2009-0843
11210	9	Cloud 9 Helicopters LLC	R-2010-0325
11220	1	Richard Lawrance	R-2007-0133
11220	2	Neal George Marburger	R-2006-2637
11220	3	Jack Coscia	R-2004-2287
11220	5	Michael Jennette	R-2009-0284
11220	6	Harmsco, Inc.	R-2004-0275
11220	7	Rollaguard Security, LLC	
11220	8	Leonard Framalin	R-2007-0131
11220	10	Lakefront Aircraft, Inc.	R-2004-1666
11220	11	David Calloway	R-2004-0167
11220	12	Stephen K. Mansfield	R-2008-1644
11220	13	Davin T. Connelly, Jr.	R99-1156D
11220	14	Victor Girgenti	R-2010-0326
11230	1	Dieter Knoppke	R-2004-0030
11230	2	Jenneraus, LLC	R-2006-0450
11230	3	N919CS, LLC	R-2009-1965
11230	4	Avion Partners, LLC	R-2009-0916
11230	5	J. Michael Adelberg, M.D.	R-2004-0022
11230	6	Skylane Sky, LLC	R-2008-0752
11230	7	Flying L Aircraft, Inc.	R-2004-0743
11230	8	Fleetship Yachts, Inc.	R-2008-1451
11230	9	Florida Investment Properties, Inc.	R-2005-0502
11230	10	Andre Lambert	R-2003-1844
11230	11	Edward Sasso	R-2003-2011
11230	12	Robert Posten	R-2003-1776
11240	1	James M. Roswell	R-2009-0285
11240	2	Thomas D. Tillman	R-2003-1845
11240	3	Robert Bentz	R-2010-0709
11240	5	John J. Boswell	R-2006-0189
11240	6	Icarus Ventures, Inc.	R-2010-0482
11240	7	Jim Woodside	R-2004-0023
11240	10	Rick Golightly	R-2004-0168
11240	11	Robert Woods	R-2007-1082
11240	12	Frank J. Matthews	R-2009-1271
11240	13	Andy Wright, Inc. d/b/a Wright's Helicopter Service	R-2006-1412
11250	3	Palm Beach Avionics, Inc.	R-2009-1649
11250	4	Palm Beach Avionics, Inc.	R-2009-1650
11250	5	Aircraft Sales Palm Beach, Inc.	R-2009-1409
11250	6	Mustang Air, Inc.	R-2009-1767
11300	1	Cardinal Flyers, Inc.	R-2003-0771
11300	2	Karl Bennett	R-2004-0402
11300	3	Gallo Insurance Agency, Inc.	R-2003-0772
11300	4	Donald W. Ogden and William H. Perry	R-2003-1641

Exhibit "B"
Hangar Leases*

Building	Unit	<u>Lessee Name</u>	<u>R-Number</u>
11300	5	Palm Beach Avionics, Inc.	R-2003-1301
11300	6	Michael Scheff	R-2009-0751
11300	7	George E. Cohen	R-2004-0162
11300	8	W. Allen Harrison	R-2003-1447
11300	9	Aero Lease of South Florida, Inc.	R-2009-2119
11300	10	Jay Smith	R-2005-0834
11300	11	Blue Eagle Air, LLC	R-2009-2120
11300	13	Judy C. Miller	R-2004-0528
11300	14	Stuart Kudman	R-96-768D
11300	15	Walter Korabiak	R-2009-1500
11300	16	Atlantis Aviation, Inc.	R-2003-0767
11300	17	P & C Leasing, LLC	R-2008-0750
11300	18	Wendy Air, LLC	R-2009-0918
11300	19	James C. Elwood	R-2008-0960
11300	20	James C. Gray	R-2009-2121
11350	1	Dr. Ben Thebaut	R-2004-0035
11350	2	Gary Szuminski	R-2004-0166
11350	3	Richard Dumais	R-2006-0335
11350	4	Robert Murphy	R-2008-0856
11350	5	Nettles Enterprises, Inc.	R-2009-0753
11350	6	David Colston	R-2005-0936
11350	7	John Rockey	R-2003-1639
11350	9	Sherman Aircraft Sales, Inc.	R-2004-0164
11350	10	Mercy Flight, Inc.	R-2003-0836
11350	11	Ronald Ash & Dean Markham	R-2008-1168
11350	12	MBS Aviation, LLC	R-2009-1647
11350	13	Savasort, Inc.	R-2003-1941
11350	14	Brian Cottrell	R-2004-0169
11350	15	Michael R. Gabbard	R-2006-0448
11350	16	Sherman Aircraft Sales, Inc.	R-2003-0965
11350	18	Sherman Aircraft Sales, Inc.	R-2003-0966
11350	19	Joseph M. Hurtuk	R-2004-0169
11350	20	Sherman Aircraft Sales, Inc.	R-2003-2010
11720	1	Armin Widmann	R-2003-1640
11720	2	Mitch Kelly	R-2003-1840
11720	4	A. Kim Gartmann	R-2010-0059
11720	5	Spiegel Properties, Inc.	R-2005-2017
11720	6	Gehring Ventures, Inc.	R-2005-1862
11720	8	A. Kim Gartmann	R-2010-0060
11720	9	Helen Ahnert	R-2006-0333
11720	10	Stuart Myers	R-2003-0963
11720	12	Joe Scott	R-2003-0968
11720	14	R. J. Mehnert	R-2009-2122
11720	15	Air Lynagh, Inc.	R-2005-0169
11720	18	Thomas W. Costanzo	R-2008-2187
11720	19	Blue Sky, LLC	R-2004-1662
11720	20	Glen Fleischer	R-2004-2544
11730	1	Jim Sorensen	R-2006-0451
11730	2	Northern Palm Beach County Experimental Aircraft Association Ch. 203, Inc.	R-2003-1444
11730	3	Acuity, Inc.	R-2004-1659
11730	4	R.S. Air, Inc.	R-2006-1103
11730	6	Global Governments, Inc.	R-2005-0614
11730	8	Hensel Aviation	R-2009-0413
11730	9	Aircraft Systems Company, Ltd.	R-2008-0181
11730	10	G.M.I. Aviation, Inc.	R-2003-1145
11730	11	Joel Frederick	R-2006-0839
11730	12	Philip M. Gross	R-2007-1294
11730	14	Full Mixture Ventures, Inc.	R-2006-0654
11730	15	George Corry	R-2003-1304
11730	16	Orthowings, LLC	R-2009-0636
11730	17	John Taylor	R-2006-0974
11730	18	Malcolm S. Easterling	R-2009-0917
11730	19	H. Hewett Brown	R-2004-0024

Exhibit "B"
Hangar Leases*

Building	Unit	<u>Lessee Name</u>	<u>R-Number</u>
11730	20	Landtech Data Corporation	R-2009-0635
11740	1	Live Oak Management, LLC	R-2003-1944
11740	2	Challenger Management, LLC	R-2005-0168
11740	3	Peter V. DeSanctis CPA, PA	R-2009-1272
11740	4	Palm Beach Provisions, Inc.	R-2006-1102
11740	7	William Phillips	R-2006-0336
11740	8	Gary Reeves	R-2008-0352
11740	10	Paul Hershorin	R-2006-0449
11740	11	Med Alpha, LLC	R-2010-0481
11740	13	Ro-Dale Aviation, LLC	R-2006-0334
11740	16	Stork Wings, LLC.	R-2006-1105
11740	17	Ocean Key Aviation	R-2006-1411
11740	19	John Rich	R-2004-2543
11740	20	Cloud 9 Helicopters LLC	R-2008-2186
11750	1	HGP Leasing, LLC	R-2010-0710
11750	2	Ocean Helicopters, Inc.	R-2004-0019
11750	3	David Augspurger	R-2004-2290
11750	4	Ocean Helicopters, Inc.	R-2004-0020
11750	5	Larry Wilson	R-2009-0637
11750	6	Ocean Helicopters, Inc.	R-2010-0483
11750	7	Safe 7 LLC	R-2005-1070
11750	8	Transparent Technology Services, Inc.	R-2006-1106
11750	13	Frank Norwitch	R-2005-1475
11750	15	DBL, Inc.	R-2004-1660
11750	17	Henry Perry	R-2004-1507
11750	18	Skylane Flights, LLC	R-2008-0038

Palm Beach County Glades Airport

Building	Unit	<u>Lessee Name</u>	<u>R-Number</u>
201	1	Aircraft Sales of Palm Beach, Inc.	R-2009-1403
201	2	Samaritan Air, Inc.	R-2009-1648
201	3	William J. Sipes, Jr.	R-2009-1273
201	4	William Whyte	R-2009-1408
201	5	Infrared and Information Services LLC	R-2009-1270
201	6	Gary Trzepacz	R-2009-1407
201	7	Karl M. Bennett	R-2009-1269
201	8	Barton T. Perryman	R-2009-1406
201	9	Vasile Ciuperger	R-2009-1404
201	10	Glades AG Service Inc.	R-2009-1405

It is the intent of the parties that all leases entered into by County for the lease of the Storage Hangars (as defined in Section 2.59 of Lease) and commercial aircraft hangars located in Building 11250 at the North County Airport be included in the assignment provided for in Section 4.07 of the Lease, including any leases entered into by County prior to the Commencement Date of the Lease. County provide Tenant with copies of any leases for the aforementioned aircraft hangars entered into by County between June 28, 2010 and the Commencement Date within five (5) days of execution by County.

EXHIBIT "C"

COUNTY RATE SHEET

Exhibit "C" County Rate Sheet

North County General Aviation Airport

Building	Unit(s)	Monthly Rent	Annual Rental	Totals of Units	Security Deposit (3 Months)	Hangar SF	Hangar W x D
11200	1-11	\$450.00	\$5,400.00	\$59,400.00	\$1,350.00	1410	42 x 33
11210	1-5	\$610.00	\$7,320.00	\$36,600.00	\$1,830.00	1742	
11210	6-9	\$1,322.80	\$15,873.60	\$63,494.40	\$3,968.40	3336	
11220	1-14	\$520.00	\$6,240.00	\$87,360.00	\$1,560.00	1400	44 x 36
11230	1-14	\$520.00	\$6,240.00	\$87,360.00	\$1,560.00	1400	44 x 36
11240	1-14	\$520.00	\$6,240.00	\$87,360.00	\$1,560.00	1400	44 x 36
11250	1	\$2,278.50	\$27,342.00	\$27,342.00	\$6,835.50	3906	
11250	2	\$2,278.50	\$27,342.00	\$27,342.00	\$6,835.50	3906	
11250	3	\$2,242.33	\$26,908.00	\$26,908.00	\$6,727.00	3844	
11250	4	\$2,242.33	\$26,908.00	\$26,908.00	\$6,727.00	3844	
11250	5	\$2,242.33	\$26,908.00	\$26,908.00	\$6,727.00	3844	
11250	6	\$2,278.50	\$27,342.00	\$27,342.00	\$6,835.50	3906	
11250	7	\$2,242.33	\$26,908.00	\$26,908.00	\$6,727.00	3844	
11250	8	\$2,242.33	\$26,908.00	\$26,908.00	\$6,727.00	3844	
11300	1-20	\$365.00	\$4,380.00	\$87,600.00	\$1,095.00	1126	41.8 x 32
11350	1-10	\$180.00	\$2,160.00	\$21,600.00	\$540.00	Shade	
	11-20	\$365.00	\$4,380.00	\$43,800.00	\$1,095.00	1126	41.8 x 32
11720	1-20	\$595.00	\$7,140.00	\$142,800.00	\$1,785.00	1399	44 x 36
11730	1-20	\$595.00	\$7,140.00	\$142,800.00	\$1,785.00	1399	44 x 36
11740	1-20	\$595.00	\$7,140.00	\$142,800.00	\$1,785.00	1399	44 x 36
11750	1-18	\$595.00	\$7,140.00	\$128,520.00	\$1,785.00	1399	44 x 36
11760 (E)	1-5	\$1,875.00	\$22,500.00	\$112,500.00	\$5,625.00	3750	60 x 59
11770 (F)	1-6	\$1,875.00	\$22,500.00	\$135,000.00	\$5,625.00	3750	60 x 59

Palm Beach County Glade General Aviation Airport

Building	Unit(s)	Monthly Rent	Annual Rental	Totals of Units	Security Deposit (3 Months)	Hangar SF	Hangar W x L
201	1-10	\$275.00	\$3,300.00	\$33,000.00	\$825.00	1000	

Summary Information

	Total Units	Total Potential Revenue
North County General Aviation Airport	188	\$1,595,560
Palm Beach County Glade General Aviation Airport	10	\$33,000

EXHIBIT "D"

**COUNTY RATE SHEET
SEPTEMBER 1, 2011**

Exhibit "D"

County Rate Sheet - Post September 1, 2011

North County General Aviation Airport

Building	Unit(s)	Monthly Rent	Annual Rental	Totals of Units	Security Deposit (3 Months)	Hangar SF	Hangar W x D
11200	1-11	\$500.00	\$6,000.00	\$66,000.00	\$1,500.00	1410	42 x 33
11210	1-5	\$675.00	\$8,100.00	\$40,500.00	\$2,025.00	1742	
11210	6-9	\$1,529.00	\$18,348.00	\$73,392.00	\$4,587.00	3336	
11220	1-14	\$600.00	\$7,200.00	\$100,800.00	\$1,800.00	1400	44 x 36
11230	1-14	\$600.00	\$7,200.00	\$100,800.00	\$1,800.00	1400	44 x 36
11240	1-14	\$600.00	\$7,200.00	\$100,800.00	\$1,800.00	1400	44 x 36
11250	1	\$2,278.50	\$27,342.00	\$27,342.00	\$6,835.50	3906	
11250	2	\$2,278.50	\$27,342.00	\$27,342.00	\$6,835.50	3906	
11250	3	\$2,242.33	\$26,908.00	\$26,908.00	\$6,727.00	3844	
11250	4	\$2,242.33	\$26,908.00	\$26,908.00	\$6,727.00	3844	
11250	5	\$2,242.33	\$26,908.00	\$26,908.00	\$6,727.00	3844	
11250	6	\$2,278.50	\$27,342.00	\$27,342.00	\$6,835.50	3906	
11250	7	\$2,242.33	\$26,908.00	\$26,908.00	\$6,727.00	3844	
11250	8	\$2,242.33	\$26,908.00	\$26,908.00	\$6,727.00	3844	
11300	1-20	\$400.00	\$4,800.00	\$96,000.00	\$1,200.00	1126	41.8 x 32
11350	1-10	\$200.00	\$2,400.00	\$24,000.00	\$600.00	Shade	
	11-20	\$400.00	\$4,800.00	\$48,000.00	\$1,200.00	1126	41.8 x 32
11720	1-20	\$600.00	\$7,200.00	\$144,000.00	\$1,800.00	1399	44 x 36
11730	1-20	\$600.00	\$7,200.00	\$144,000.00	\$1,800.00	1399	44 x 36
11740	1-20	\$600.00	\$7,200.00	\$144,000.00	\$1,800.00	1399	44 x 36
11750	1-18	\$600.00	\$7,200.00	\$129,600.00	\$1,800.00	1399	44 x 36
11760 (E)	1-5	\$1,875.00	\$22,500.00	\$112,500.00	\$5,625.00	3750	60 x 59
11770 (F)	1-6	\$1,875.00	\$22,500.00	\$135,000.00	\$5,625.00	3750	60 x 59

Palm Beach County Glade General Aviation Airport

Building	Unit(s)	Monthly Rent	Annual Rental	Totals of Units	Security Deposit (3 Months)	Hangar SF	Hangar W x L
201	1-10	\$275.00	\$3,300.00	\$33,000.00	\$825.00	1000	

Summary Information

	Total Units	Total Potential Revenue
North County General Aviation Airport	188	\$1,675,958
Palm Beach County Glade General Aviation Airport	10	\$33,000

EXHIBIT "E"

REQUIRED IMPROVEMENTS

EXHIBIT "E"

REQUIRED IMPROVEMENTS

NORTH COUNTY AIRPORT	
Description	Completion Schedule
Terminal Building (11600), which shall include: - painting of exterior of building, including trim - refurbishment/renovation of lobby, restrooms, pilot shower room and pilot lounge, including installation of new furniture in lobby and pilot lounge	Within 14 months from the Commencement Date
Installation of electrical generator to serve Fuel Farm and Terminal Building (11600)	On or before Commencement Date
Crack seal and slurry coat asphalt apron area from Fuel Farm to Taxiway Delta, consisting of approximately 205,000 square feet (as more particularly identified in Tenant's proposal submitted in response to the RFP), repaint tie downs and markings	Within 24 months from the Commencement Date
Sandblast, prime and paint 10 existing shadeports	Within 24 months from the Commencement Date
Repaint structural steel and bi-fold hinges on Building No. 11250	Within 48 months from the Commencement Date
PAHOKEE AIRPORT	
Description	Completion Schedule
Terminal Building, Building No. 3800 -installation of new furniture	Within 30 days from the Commencement Date
Installation of electrical generator to serve Fuel Farm	Within 10 days from the Commencement Date
Signage	Within 30 days from the Commencement Date

EXHIBIT "F"

UTILITY ACCOUNTS

Exhibit "F"
Utility Accounts

North County Airport FPL Utility Account/Meter Numbers			
Bldg / Unit #	Address	FPL Acct Number	Meter #
11200-01	Aviation Blvd	34250-74212	5C47153
11200-02	Aviation Blvd	99618-17310	5C47139
11200-03	Aviation Blvd	00786-90518	5C47154
11200-04	Aviation Blvd	77971-49395	5C47137
11200-05	Aviation Blvd	39445-20091	5C47155
11200-06	Aviation Blvd	91671-62198	5C47140
11200-07	Aviation Blvd	54468-16299	5C47152
11200-08	Aviation Blvd	33458-68362	5C47151
11200-09	Aviation Blvd	35764-76133	5C47156
11200-10	Aviation Blvd	36432-51162	5C47149
11200-11	Aviation Blvd	13299-93263	5C47138
11200D-HSE	Aviation Blvd	27251-73559	5C47150
11210-01	Aviation Blvd	16949-42002	7C28753
11210-02	Aviation Blvd	22553-88288	7C28740
11210-03	Aviation Blvd	97329-16375	7C28750
11210-04	Aviation Blvd	14501-19464	7C28751
11210-05	Aviation Blvd	32066-96563	7C28739
11210-06	Aviation Blvd	92454-76149	7C28763
11210-07	Aviation Blvd	35705-08162	7C28764
11210-08	Aviation Blvd	39031-91140	7C28765
11210-09	Aviation Blvd	53357-74245	7C28762
11210-HSE	Aviation Blvd	45004-11436	7C28752
11220-01	Aviation Blvd	44912-64182	5C04472
11220-02	Aviation Blvd	12710-29496	5C04447
11220-03	Aviation Blvd	24014-80526	5C04482
11220-04	Aviation Blvd	99276-76347	5C04479
11220-05	Aviation Blvd	28129-50364	5C04448
11220-06	Aviation Blvd	26033-17187	5C04481
11220-07	Aviation Blvd	16790-95446	5C04480
11220-08	Aviation Blvd	9377824256	5C04484
11220-09	Aviation Blvd	9192906080	5C04477
11220-10	Aviation Blvd	6873176283	5C04471
11220-11	Aviation Blvd	9998228283	5C04483
11220-12	Aviation Blvd	2920829112	5C04448
11220-13	Aviation Blvd	93778-24256	5C04446
11220-HSE	Aviation Blvd	39438-24437	5C04445
11230-01	Aviation Blvd	953729076	5C04467
11230-02	Aviation Blvd	3148975190	5C04461
11230-03	Aviation Blvd	5790074065	5C04462
11230-04	Aviation Blvd	9317875343	5C04456
11230-05	Aviation Blvd	1866234139	5C04455
11230-06	Aviation Blvd	2332872593	5C04460
11230-07	Aviation Blvd	7790688415	5C04453
11230-08	Aviation Blvd	7979163362	5C04464
11230-09	Aviation Blvd	2836671491	5C04466
11230-10	Aviation Blvd	8084973349	5C04465
11230-11	Aviation Blvd	1038002075	5C04457
11230-12	Aviation Blvd	5436572092	5C04458
11230-13	Aviation Blvd	7219641300	5C04459
11230-14	Aviation Blvd	95372-9076	5C04454
11230-HSE	Aviation Blvd	3052473323	5C73271
11240-01	Aviation Blvd	96975479	5C04451
11240-02	Aviation Blvd	941428286	5C04450
11240-03	Aviation Blvd	6764203599	5C04449
11240-04	Aviation Blvd	6641613218	5C04534
11240-05	Aviation Blvd	9697-5479	5C04475
11240-06	Aviation Blvd	6861465448	5C04533
11240-07	Aviation Blvd	5322773366	5C04536
11240-08	Aviation Blvd	4548404591	5C02849
11240-09	Aviation Blvd	2112568411	5C04476
11240-10	Aviation Blvd	6529408186	5C04469
11240-11	Aviation Blvd	427693593	5C04474
11240-12	Aviation Blvd	6060428312	5C04470
11240-13	Aviation Blvd	3162510337	5C04473
11240-14	Aviation Blvd	291426450	5C04463
11240-HSE	Aviation Blvd	2986335350	5C04452
11300-01	Aviation Blvd	77197-02479	5C45920
11300-02	Aviation Blvd	60232-05435	5C45951

Exhibit "F"
Utility Accounts

North County Airport FPL Utility Account/Meter Numbers			
Bldg / Unit #	Address	FPL Acct Number	Meter #
11300-03	Aviation Blvd	70545-61548	5C45952
11300-04	Aviation Blvd	31083-40062	5C45950
11300-05	Aviation Blvd	44575-50319	5C39705
11300-06	Aviation Blvd	79557-37239	5C45917
11300-07	Aviation Blvd	92787-00175	5C45949
11300-08	Aviation Blvd	70181-23575	5C45918
11300-09	Aviation Blvd	99879-29586	5C45919
11300-10	Aviation Blvd	48884-99426	5C43685
11300-11	Aviation Blvd	38571-53468	5C43687
11300-12	Aviation Blvd	62667-69535	5C43688
11300-13	Aviation Blvd	97250-19450	5C43686
11300-14	Aviation Blvd	11921-13478	5C43742
11300-15	Aviation Blvd	21530-45162	5C43744
11300-16	Aviation Blvd	61750-79489	5C43679
11300-17	Aviation Blvd	36950-9005	5C43677
11300-18	Aviation Blvd	59602-80112	5C43678
11300-19	Aviation Blvd	31505-92420	5C43680
11300-20	Aviation Blvd	44860-31554	5C43741
11300-HSE	Aviation Blvd	58179-58225	5C43743
11350-01	Aviation Blvd	91487-36136	5C64311
11350-02	Aviation Blvd	82002-85230	5C27712
11350-03	Aviation Blvd	09153-21061	5C60042
11350-04	Aviation Blvd	96019-71568	5C47272
11350-05	Aviation Blvd	18655-64577	5C63274
11350-06	Aviation Blvd	33329-58481	5C58926
11350-07	Aviation Blvd	67766-87391	5C45203
11350-08	Aviation Blvd	36870-99204	5C66568
11350-09	Aviation Blvd	93137-94316	5C66569
11350-10	Aviation Blvd	21025-34142	5C66567
11350-11	Aviation Blvd	99858-72051	5C54331
11350-12	Aviation Blvd	97535-79458	5C54329
11350-13	Aviation Blvd	22615-1462	5C54330
11350-14	Aviation Blvd	71849-90088	5C54332
11350-15	Aviation Blvd	80898-88583	5C54334
11350-16	Aviation Blvd	29049-92597	5C54328
11350-17	Aviation Blvd	58147-17400	5C54325
11350-18	Aviation Blvd	75814-43418	5C54326
11350-19	Aviation Blvd	62072-6323	5C54336
11350-20	Aviation Blvd	28525-73449	5C54333
11350-HSE	Aviation Blvd	10742-80023	5C54335
11351-4	Aviation Blvd	96019-71569	5C47272
11351-6	Aviation Blvd	33329-58482	5C58926
11351-8	Aviation Blvd	36870-99205	5C66568
11351-9	Aviation Blvd	93137-94317	5C66569
11720-01	Aviation Blvd	83429-0157	5C35587
11720-02	Aviation Blvd	60894-75054	5C35843
11720-03	Aviation Blvd	57294-20132	5C35584
11720-04	Aviation Blvd	62963-62152	5C35594
11720-05	Aviation Blvd	92771-64514	5C35586
11720-06	Aviation Blvd	40803-02047	5C35593
11720-07	Aviation Blvd	02899-54265	5C35841
11720-08	Aviation Blvd	64712-96191	5C35595
11720-09	Aviation Blvd	00350-12418	5C35840
11720-10	Aviation Blvd	91316-59501	5C35592
11720-11	Aviation Blvd	11353-43034	5C35596
11720-12	Aviation Blvd	20809-57067	5C35842
11720-13	Aviation Blvd	04094-41284	5C35597
11720-14	Aviation Blvd	29367-10561	5C35850
11720-15	Aviation Blvd	76197-15415	5C35599
11720-16	Aviation Blvd	79721-06343	5C35849
11720-17	Aviation Blvd	42385-68424	5C35598
11720-18	Aviation Blvd	55972-63085	5C35851
11720-19	Aviation Blvd	25999-10417	5C35585
11720-20	Aviation Blvd	97870-32284	5C35848
11720-HSE	Aviation Blvd	93029-56306	5C28206
11730-01	Aviation Blvd	9899123286	5C35571
11730-02	Aviation Blvd	67767-06407	5C35617
11730-03	Aviation Blvd	43477-57405	5C35570

Exhibit "F"
Utility Accounts

North County Airport FPL Utility Account/Meter Numbers			
Bldg / Unit #	Address	FPL Acct Number	Meter #
11730-04	Aviation Blvd	17873-68404	5C35576
11730-05	Aviation Blvd	38187-22286	5C35568
11730-06	Aviation Blvd	44298-73286	5C35577
11730-07	Aviation Blvd	3290-69181	5C35569
11730-08	Aviation Blvd	3920670282	5C35579
11730-09	Aviation Blvd	6975321289	5C35619
11730-10	Aviation Blvd	66512-89511	5C35578
11730-11	Aviation Blvd	63063-06173	5C35575
11730-12	Aviation Blvd	8996795038	5C35618
11730-13	Aviation Blvd	4668659453	5C35572
11730-14	Aviation Blvd	1551813296	5C35604
11730-15	Aviation Blvd	43210-79198	5C35573
11730-16	Aviation Blvd	41502-70298	5C35605
11730-17	Aviation Blvd	86871-61292	5C35574
11730-18	Aviation Blvd	93070-22294	5C35606
11730-19	Aviation Blvd	60127-35400	5C35616
11730-20	Aviation Blvd	84766-07406	5C35607
11730-HSE	Aviation Blvd	9362703135	5C28148
11740-01	Aviation Blvd	50142-75472	5C35610
11740-02	Aviation Blvd	565566437	5C35583
11740-03	Aviation Blvd	60183-97437	5C35609
11740-04	Aviation Blvd	28473-98431	5C35612
11740-05	Aviation Blvd	93420-59459	5C35612
11740-06	Aviation Blvd	25958-71555	5C35613
11740-07	Aviation Blvd	19592-94453	5C35582
11740-08	Aviation Blvd	66785-57452	5C35614
11740-09	Aviation Blvd	07125-38453	5C35581
11740-10	Aviation Blvd	70694-86475	5C35615
11740-11	Aviation Blvd	89513-77475	5C35621
11740-12	Aviation Blvd	60392-78475	5C35580
11740-13	Aviation Blvd	71557-94477	5C35620
11740-14	Aviation Blvd	12006-09244	5C35601
11740-15	Aviation Blvd	03751-75247	5C35623
11740-16	Aviation Blvd	98634-46242	5C35600
11740-17	Aviation Blvd	36040-57244	5C35622
11740-18	Aviation Blvd	50689-48248	5C35602
11740-19	Aviation Blvd	99189-74438	5C35611
11740-20	Aviation Blvd	28905-27431	5C35603
11740-HSE	Aviation Blvd	68147-04257	5C27033
11750-01	Aviation Blvd	72044-21262	5C35770
11750-10	Aviation Blvd	51702-91263	5C35837
11750-11	Aviation Blvd	87143-42261	C35778
11750-12	Aviation Blvd	96267-03269	5C35588
11750-13	Aviation Blvd	96628-30265	5C35777
11750-14	Aviation Blvd	17982-93260	5C35589
11750-15	Aviation Blvd	48732-69163	5C35846
11750-16	Aviation Blvd	31688-41264	5C35590
11750-17	Aviation Blvd	36583-22262	5C35844
11750-18	Aviation Blvd	29703261	5C35591
11750-2	Aviation Blvd	55925-33110	5C35829
11750-3	Aviation Blvd	89820-26117	5C35830
11750-4	Aviation Blvd	72715-67112	5C35838
11750-5	Aviation Blvd	40469-58114	5C35779
11750-6	Aviation Blvd	94729-59114	5C35836
11750-7	Aviation Blvd	15795-15188	5C35845
11750-8	Aviation Blvd	12503-6186	5C35839
11750-9	Aviation Blvd	92448-34181	5C35847
11750-HSE	Aviation Blvd	77453-44189	5C27003
Pahokee Airport FPL Utility Account/Meter Numbers			
Pahokee	Fuel Farm	69689-38321	6LL0608
Pahokee	Street Light	64788-28186	Active SL1
Pahokee *	Buildings	04330-30426	6EL6298

* The airfield lighting will be placed on a separate meter, which will not be transferred to Tenant.



200 Park Avenue
New York NY 10166
USA

Tel +1 (212) 412 4000

COPY

DATE: SEPTEMBER 1, 2010

AMENDMENT TO STANDBY LETTER OF CREDIT NO. SB01127 DATED OCTOBER 4, 2007

BENEFICIARY

PALM BEACH COUNTY
DEPARTMENT OF AIRPORTS
846 PALM BEACH INTERNATIONAL AIRPORT
WEST PALM BEACH, FL 33406-1470

APPLICANT

PIEDMONT HAWTHORNE AVIATION LLC
7996 NORTH POINT BLVD.
SUITE 201
WINSTON-SALEM, NC 27106

AMOUNT

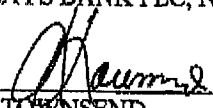
USD165,000.00

WE ADVISE THAT THE ABOVE MENTIONED LETTER OF CREDIT HAS BEEN AMENDED AS FOLLOWS:

EFFECTIVE SEPTEMBER 1, 2010, THE AMOUNT IS INCREASED BY USD160,000.00 TO MAKE A NEW AVAILABLE AMOUNT OF USD325,000.00 (UNITED STATES DOLLARS THREE HUNDRED TWENTY FIVE THOUSAND AND 00/100).

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED. THIS LETTER FORMS AN INTEGRAL PART OF THE LETTER OF CREDIT AND IS TO BE ATTACHED TO THE ORIGINAL ADVICE.

BARCLAYS BANK PLC, NEW YORK



DAWN TOWNSEND
AUTHORIZED SIGNATORY
TEL: (201) 499-2081
FAX: (212) 412-5011

CERTIFICATE OF INSURANCE

CERTIFICATE DATE: June 24, 2010

CERTIFICATE HOLDER:

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

NAMED INSURED:

Landmark FBO, LLC
and all subsidiaries of Landmark FBO, LLC
1500 CityWest Blvd., Suite 600
Houston, TX 77042

This is to certify that the following policy(s), subject to the terms, conditions, limitations and endorsements contained therein, and during their effective period, have been issued by the company(s) indicated below. In the event of material change or cancellation of said policy(s), the company will endeavor to notify the certificate holder, but failure to do so shall impose no liability or obligation of any kind upon the undersigned or the company(s) involved.

Policy Type: GENERAL LIABILITY

Insurance Company: Allianz Aviation Managers, LLC (45%) **Other Insurers:** (55%) As on file with AirSure Limited

Policy Number: A2GA000242309AM

Policy Period: June 1, 2009 to September 1, 2010, both at 12:01 am CST

Policy Territory: Worldwide

Aviation General Liability incl. War Risks
Including Hangarkeepers Liability

\$10,000,000 Each Occurrence
Products/Completed Operations subject to Aggregate Limit

Policy Type: COMMERCIAL AUTO - USA

Insurance Company: One Beacon

Policy Numbers: 753030564-0002

Policy Period: March 1, 2010 to March 1, 2011, both at 12:01am CST

Automobile Liability

\$1,000,000 Combined Single Limit

Policy Type: WORKERS COMPENSATION & EMPLOYERS LIABILITY

Insurance Company: Wausau Business Insurance company

Policy Number: WCK-Z91-448595-010

Policy Period: March 1, 2010 to March 1, 2011, both at 12:01am CST

Workers Compensation
Employers Liability

Statutory
\$1,000,000 Each Occurrence

Policy Type: POLLUTION LEGAL LIABILITY

Insurance Company: ACE Environmental

Policy Number: PPLG23894658 001

Policy Period: February 29, 2008 to March 1, 2011, both at 12:01 am CST

Limit of Liability

\$1,000,000 Each Occurrence/\$2,000,000 Policy Aggregate

POLICY TYPE: AIRCRAFT

Insurance Company: Allianz Aviation Managers, LLC (45%) **Other Insurers:** (55%) As on file with AirSure Limited

Policy Number: A2GA000242209AM

Policy Period: September 1, 2009 to September 1, 2010, both at 12:01 am CST

Aircraft Liability incl. War Risks* - Owned and Non-Owned

\$10,000,000 Each Occurrence

Policy Type: COMMERCIAL PROPERTY/INLAND MARINE/TIME ELEMENT

Insurance Company: Allianz Global Risks

Policy Number: CLP 3011247

Policy Period: March 1, 2010 to March 1, 2011, both at 12:01am CST

All Real & Personal Property owned or leased by the Named Insured,
including Boiler & Machinery, Theft, Fire, Flood, Earthquake, Wind
and Business Interruption

Limits
As reported by the Named
Insured

Basic Deductible
\$50,000

This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document, with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

ADDITIONAL AGREEMENTS:

See Addendum

CERTIFICATE OF INSURANCE - Addendum

CERTIFICATE DATE: June 24, 2010

CERTIFICATE HOLDER:

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

NAMED INSURED:

Landmark FBO, LLC
and all subsidiaries of Landmark FBO, LLC
1500 CityWest Blvd., Suite 600
Houston, TX 77042

ADDITIONAL AGREEMENTS:

WHO IS AN INSURED is amended to include Palm Beach County Board of County Commissioners and their respective assigns, officers, directors, share holders, employees and servants as an Additional Insured, but only with respect to liability for bodily injury, property damage, or personal and advertising injury cause in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

Coverage is primary and without right of contribution from any insurance or self-insurance carried by Palm Beach County Board of County Commissioners.

Palm Beach County Board of County Commissioners are included as Loss Payee, as their interests may appear as respects Commercial Property Insurance.

Insurers agree to waive their rights of subrogation against Palm Beach County Board of County Commissioners, but only to the extent the Named Insured has waived such rights.

NOTICE OF CANCELLATION: IN THE EVENT OF MATERIAL CHANGE OR CANCELLATION OF SAID POLICY(S), THE COMPANY(S) SHALL GIVE 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER WITH THE EXCEPTION OF A 10 DAY NOTICE FOR NON-PAYMENT OF PREMIUM.

AIRSURE
LIMITED

25548 Genesee Trail Road
Golden, Colorado 80401
(303) 526-5300 telephone (303) 526-5303 fax



Authorized Signature