

AGENDA ITEM SUMMARY

Meeting Date: September 14, 2010 ☒ Consent ☐ Regular
 ☐ Ordinance ☐ Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment Number Four To Lease Agreement (R97-2126D) with Aspen Skees Road, LLC, for the County's continued use of 6,000 SF of office and warehouse space for the Palm Beach County Sheriff's Office at an annual rate of \$68,820 (\$11.47 per SF).

Summary: Since January 1, 1998, the County has leased office and warehouse space at 1438 Skees Road in West Palm Beach. This Amendment Number Four: i) extends the term of the Lease Agreement one (1) year to December 31, 2011; ii) maintains the current annual rental rate during this 1 year extension; and iii) updates the Lease Agreement to incorporate the Disclosure of Beneficial Interests and Inspector General standard provisions. The landlord has agreed to suspend the approximate five percent (5%) rental rate increase adjustment during this 1 year extension which will save \$3,441.00. All other terms of the Lease Agreement remain unchanged. (PREM) District 2 (HJF)

Background and Justification: On December 16, 1997 (R97-2126), the Board approved the Lease Agreement with C&D Development for a period of one (1) year with two (2) options to extend, each for a period of one (1) year. The Board has since approved various amendments (R99-1641, R2002-2267 and R2007-1712) and extension options (R98-1943, R2000-2058, R2002-176, R2005-992, R2006-1916 and R2009-1515). In June 2007, C&D Development sold the property to Aspen Skees Road, LLC, the current landlord. The County does not have any County-owned space available to suit the specialized duties performed by PBSO at this site. The Lease Agreement currently provides for an annual rent increase of approximately 5%; however, due to the current economic conditions, Staff negotiated a suspension of the increase. Florida Statutes Section 286.23 requires that a Disclosure of Beneficial Interests be obtained when a property held in a representative capacity is leased to the County. Aspen Skees Road, LLC, a Florida limited liability company, provided the Disclosure attached hereto as Attachment No. 4. This Disclosure identifies the only member of Aspen Skees Road, LLC, a Florida limited liability company, holding a 5% or greater beneficial interest as SMP Skees Road, LLC, a Michigan limited liability company, with a 10% interest. The members of SMP Skees Road, LLC, holding a 5% or greater beneficial interest are: i) Spencer M. Partrich, Trustee of the Spencer M. Partrich Inter Vivos Trust Agreement, with a 90% interest, in which Spencer M. Partrich holds a 100% interest; and, ii) SMP Florida, LLC, a Michigan limited liability company, with a 10% beneficial interest, in which Spencer M. Partrich is the only member with a 5% or greater beneficial interest therein.

Attachments:

1. Location Map
2. Amendment Number Four To Lease Agreement
3. Budget Availability Statement
4. Disclosure of Beneficial Interests

Recommended By: Reed Anthony Woy 8/22/10
Department Director Date

Approved By: [Signature] 9/2/10
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2010 | 2011 | 2012 | 2013 | 2014 |
|--|------------|--------------------|--------------------|------------|------------|
| Capital Expenditures | _____ | _____ | _____ | _____ | _____ |
| Operating Costs | _____ | <u>\$51,615.00</u> | <u>\$17,205.00</u> | _____ | _____ |
| External Revenues | _____ | _____ | _____ | _____ | _____ |
| Program Income (County) | _____ | _____ | _____ | _____ | _____ |
| In-Kind Match (County) | _____ | _____ | _____ | _____ | _____ |
| NET FISCAL IMPACT | <u>-0-</u> | <u>\$51,615.00</u> | <u>\$17,205.00</u> | <u>-0-</u> | <u>-0-</u> |
| # ADDITIONAL FTE POSITIONS (Cumulative) | _____ | _____ | _____ | _____ | _____ |

Is Item Included in Current Budget: Yes X No _____

Budget Account No: Fund 0001 Dept 164 Unit 1604 Object 4410
Program n/a

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

Operating Costs funded from the General Fund, PBSO Lease account.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature]
OFMB
meb 8/31/10
9/21/10
9/30/10

[Signature] 9/11/10
Contract Development and Control
E. Jones 9/11/10

B. Legal Sufficiency:

[Signature] 9/2/10
Assistant County Attorney
Amendment not executed at time
of CAO review

This amendment complies with
our review requirements.
At the time of our review
the Amendment was not
executed.

C. Other Department Review:

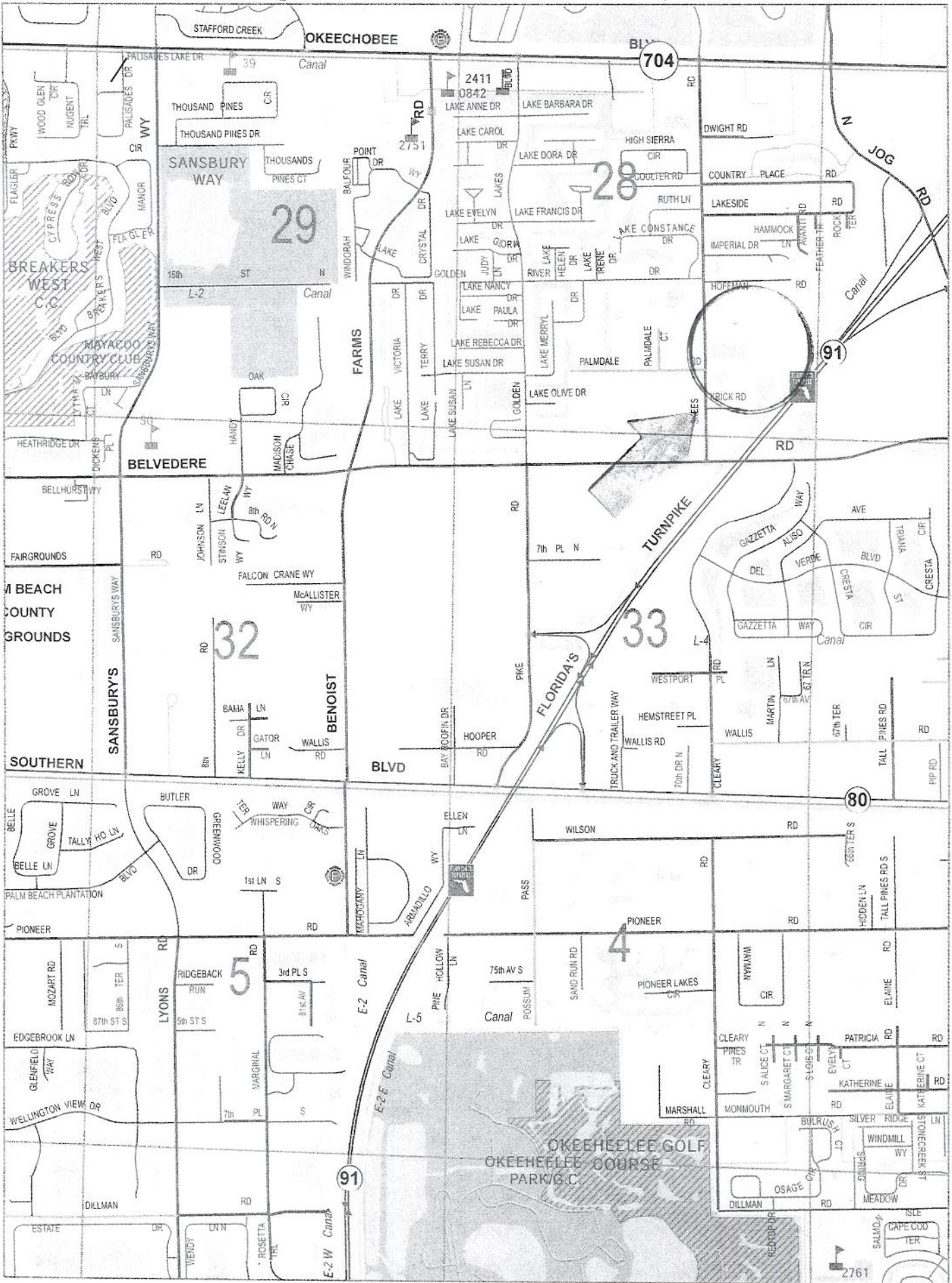
Department Director

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

T43

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T44



LOCATION MAP

AMENDMENT NUMBER FOUR
TO LEASE AGREEMENT

THIS AMENDMENT NUMBER FOUR TO LEASE AGREEMENT (“**Amendment Number Four**”), made and entered into on _____, by and between ASPEN SKEES ROAD, LLC, a Florida limited liability company, hereinafter referred to as “Lessor” and PALM BEACH COUNTY, a political subdivision of the State of Florida, on behalf of the PALM BEACH COUNTY SHERIFF’S OFFICE, hereinafter referred to as “Lessee”.

Whereas, C&D Development, the original Lessor, and Lessee entered into that certain Lease Agreement dated December 16, 1997 (R97-2126D) (the “Lease”) for warehouse space located at 1438-B Skees Road, West Palm Beach, Florida (the “Premises”), which Lease commenced on January 1, 1998; and

Whereas, C&D Development sold the Premises to Aspen Skees Road, LLC; and

Whereas, the Lease has been amended to extend the term and provide extension options; and

Whereas, Lessee wishes to exercise the second available one year extension option to extend the Term of the Lease; and

Whereas, Lessor has agreed to amend the Lease to adjust the rental rate for the Premises and incorporate certain language required by Lessee; and

Whereas, Lessor hereby acknowledges that Lessee is not delinquent in the payment of rent and is not in default of any of the terms and conditions of the Lease.

NOW, THEREFORE, in consideration of the premises and mutual covenants and conditions contained herein, Lessor and Lessee agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as in the Lease.
2. Lessee hereby exercises the second (2nd) one (1) year extension option, extending the Term of the Lease until December 31, 2011.
3. Section 2.03, Rent During Extended Terms, is hereby modified to read: In the event that Lessee exercises its option(s) to extend the term of this Lease as provided in Section 2 of

this Amendment Number Three, the annual gross rent shall be payable as follows:

| <u>Period:</u> | <u>Rent annual/monthly:</u> |
|-------------------------------------|-----------------------------|
| January 1, 2010 - December 31, 2010 | \$68,820.00 / \$5,735.00 |
| January 1, 2011 - December 31, 2011 | \$68,820.00 / \$5,735.00 |
| January 1, 2012 - December 31, 2012 | \$72,240.00 / \$6,020.00 |

4. Palm Beach County has established the Office of the Inspector General, Ordinance R2009-049, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General including providing access to records relating to this Lease. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the Lessor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract/lease specifications and detect corruption and fraud. The cost of the Inspector General's Office shall be incorporated into the contract/lease price of all contracts/leases and shall be one quarter (¼) of one (1) percent of the contract/lease price.
5. Lessor represents that simultaneously with Lessor's execution of this Amendment Number Four, Lessor has executed and delivered to Lessee, the Landlord's Disclosure of Beneficial Interests attached hereto as Exhibit "A" and made a part hereof (the "Disclosure"), disclosing the name and address of every person or entity having a 5% or greater beneficial interest in the ownership of the Premises as required by Section 286.23 of the Florida Statutes unless Lessor is exempt under the statute. Lessor warrants that in the event there are any changes to the names and addresses of the persons or entities having a 5% or greater beneficial interest in the ownership of the Premises after the date of execution of the Disclosure until the Effective Date of this Amendment Number Four, Lessor shall immediately, and in every instance, provide written notification of such change to the Lessee pursuant to Section 13.01 of the Lease.
6. This Amendment Number Four shall become effective when signed by all parties and approved by the Palm Beach County Board of County Commissioners (the "Effective Date").
7. Except as modified by this Amendment Number Four, the Lease, as amended by Amendment Number One, Amendment Number Two, and Amendment Number Three, remains unmodified and in full force and effect and the parties hereby ratify, confirm, and adopt the Lease, as amended, in accordance with the terms thereof.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Amendment Number Four to be executed as of the day and year first written above.

LESSOR:

ASPEN SKEES ROAD, LLC
a Florida limited liability company

WITNESS:

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

By: _____
Spencer M. Partrich, Manager

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk


APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Assistant County Attorney

LESSEE:
PALM BEACH COUNTY, a
political subdivision of the State of Florida

By: _____
Burt Aaronson, Chair

APPROVED AS TO TERMS
AND CONDITIONS



Audrey Wolf, Director
Facilities Development & Operations

EXHIBIT "A"

**LANDLORD'S DISCLOSURE OF BENEFICIAL INTERESTS
(REQUIRED BY FLORIDA STATUTES 286.23)**

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY
DESIGNATED REPRESENTATIVE

STATE OF _____
COUNTY OF _____

BEFORE ME, the undersigned authority, this day personally appeared, Spencer
M. Partrich, hereinafter referred to as "Affiant", who being by me first duly sworn, under
oath, deposes and states as follows:

1. Affiant is the Manager of Aspen Skees Road, LLC, a Florida Limited
Liability Company, (the "Owner") which entity is the owner of the real property legally
described on the attached Exhibit "A" (the "Property").

2. Affiant's address is: 31550 Northwestern Highway, Suite 200, Farmington
Hills, Michigan 48334.

3. Attached hereto as Exhibit "B" is a complete listing of the names and
addresses of every person or entity having a five Percent (5%) or greater beneficial
interest in the Owner and the percentage interest of each such person or entity.

4. Affiant acknowledges that this Affidavit is given to comply with Florida
Statutes 286.23, and will be relied upon by Palm Beach County in its leasing of the
Property.

5. Affiant further states that Affiant is familiar with the nature of an oath and
with the penalties provided by the laws of the State of Florida for falsely swearing to
statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this
Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and
complete.

FURTHER AFFIANT SAYETH NAUGHT.

_____, Affiant
Spencer M. Partrich

The foregoing instrument was acknowledged before me this _____ day of _____
_____, 2010, by _____
[] who is personally known to me or [] who has produced _____
as identification and who did take an oath.

Notary Public

(Print Notary Name)

NOTARY PUBLIC
State of _____ at Large

My Commission Expires: _____

[illegible]

Exhibit "A" Property known as Parcel Control Number 00-42-43-27-05-004-0101.

EXHIBIT "B"

**SCHEDULE TO BENEFICIAL
INTERESTS IN PROPERTY**

Landlord is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. Landlord must identify individual owners. If, by way of example, Landlord is wholly or partially owned by another entity, such as a corporation, Landlord must identify such other entity, its address and percentage interest, as well as such information for the individual owners of such other entity.

The only member of Aspen Skees Road, LLC, a Florida limited liability company, holding a 5% or greater beneficial interest is SMP Skees Road, LLC, a Michigan limited liability company, holding a 10% interest.

Spencer M. Partrich, Trustee of the Spencer M. Partrich Inter Vivos Trust Agreement, holds a 90% interest in SMP Skees Road, LLC. Spencer M. Partrich holds a 100% beneficial interest in the Spencer M. Partrich Inter Vivos Trust.

SMP Florida, LLC, a Michigan limited liability company, holds a 10% beneficial interest in SMP Skees Road, LLC.

No person who holds a beneficial interest in SMP Florida, LLC holds a 5% or greater beneficial interest in Aspen Skees Road, LLC, except Spencer M. Partrich.

The address for Aspen Skees Road, LLC is 31550 Northwestern Highway, Suite 200, Farmington Hills, MI 48334.

The address for SMP Skees Road, LLC is 31550 Northwestern Highway, Suite 200, Farmington Hills, MI 48334.

The address for Spencer M. Partrich and the Spencer M. Partrich Inter Vivos Trust is 31550 Northwestern Highway, Suite 200, Farmington Hills, MI 48334.

The address for SMP Florida, LLC is 31550 Northwestern Highway, Suite 200, Farmington Hills, MI 48334.

AFFIDAVIT OF LIMITED LIABILITY COMPANY

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared, the undersigned who by me being first duly sworn, depose(s) and say(s) that:

1. The undersigned is the Manager of Aspen Skees Road, LLC, a limited liability company organized and existing under the laws of the State of Florida (the "Company").
2. Articles of Organization of the Company have been filed, and are on-file with, the Florida Department of State and such articles are incorporated herein by reference.
3. The Company is in good standing and is authorized to transact business in the State of Florida as of the date hereof.
4. The company is a member managed limited liability company.
5. The undersigned is the sole managing member of the Company or has been authorized by majority vote of the managing members to act on behalf of the Company and legally bind the Company and execute contracts and other instruments relating to the transaction of business of the Company.
6. The undersigned has the right and authority to enter into that certain Amendment Number Four to Lease Agreement between Palm Beach County, a political subdivision of the State of Florida and the Company (the "Amendment"), which is incorporated herein by reference and made a part hereof, and such other instruments as may be necessary and appropriate for the Company to fulfill its obligations under such Amendment.
7. Upon execution, delivery and recordation of the Amendment and documents by the undersigned, all of the aforesaid shall be valid agreements of and be binding upon the Company.

8. The transactions contemplated herein will not violate any of the terms and conditions of the Company's member agreement, operating agreement certificate of organization or of any other agreement and amendments thereto of whatever kind between the Company and any third person.

9. The undersigned acknowledges that affiant is familiar with the nature of an oath and the penalties provided by the laws of the State of Florida and that this Affidavit is being given to induce Palm Beach County to enter into the Agreement.

FURTHER AFFIANT SAYETH NAUGHT,

Spencer M. Partrich as Manager

SWORN TO AND SUBSCRIBED before me on this ____ day of _____, 20__, by _____, Manager/Member of Aspens Skees Road, LLC, on behalf of the Company who is personally known to me OR who produced _____, as identification and who did take an oath.

Notary Signature

Print Notary Name

NOTARY PUBLIC

State of _____ at large

My Commission Expires:

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 7/15/2010 REQUESTED BY: Steve Schlamp PHONE: 233-0239
FAX: 233-0210

PROJECT TITLE: PBSO Auto Theft Task Force Amendment #4 PROJECT NO.: 2010-5. 014

| Fiscal Years | 2010 | 2011 | 2012 | 2013 | 2014 |
|---|------------|------------------|------------------|------------|------------|
| Capital Expenditures | | | | | |
| Operating Costs | <u>-0-</u> | <u>51,615.00</u> | <u>17,205.00</u> | <u>-0-</u> | <u>-0-</u> |
| External Revenues | | | | | |
| Program Income (County) | | | | | |
| In-Kind Match (County) | | | | | |
| NET FISCAL IMPACT | <u>-0-</u> | <u>51,615.00</u> | <u>17,205.00</u> | <u>-0-</u> | <u>-0-</u> |
| # ADDITIONAL FTE POSITIONS (Cumulative) | | | | | |

*** By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed.*

BUDGET ACCOUNT NUMBER

FUND: 0001 DEPT: 164 UNIT: 1604 OBJ: 4410
SUB OBJ:

IS ITEM INCLUDED IN CURRENT BUDGET: YES X NO

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check all that apply)

- ☐ Ad Valorem (source/type: _____)
☐ Non-Ad Valorem (source/type: _____)
☐ Grant (source/type: _____)
☐ Park Improvement Fund (source/type: _____)
☒ General Fund ☐ Operating Budget ☐ Federal/Davis Bacon
☐ _____ ☐ _____ ☐ _____

SUBJECT TO IG FEE? ☒ YES ☐ NO

Department: FD&O

BAS APPROVED BY: [Signature] DATE: 7-15-10

ENCUMBRANCE NUMBER:



CERTIFICATE OF LIABILITY INSURANCE

OP ID FI
LAUTR-1

DATE (MM/DD/YYYY)

08/03/10

| | | | | | | | | | | | | | |
|--|---|-----------------------------|--------|---|--------|--------------------------------------|--------|------------|--|------------|--|------------|--|
| PRODUCER Hylant Group Inc - Detroit 2401 W Big Beaver, Suite 400 Troy MI 48084 Phone: 248-643-8750 Fax: 248-643-8753 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | | | | | | | | | | | | |
| INSURED Lautrec, Ltd. (See Named Insured Below) Attn: Frank Roth 31550 Northwestern Hwy. #200 Farmington Hills MI 48334 | <table><tr><td>INSURERS AFFORDING COVERAGE</td><td>NAIC #</td></tr><tr><td>INSURER A: Travelers Property Casualty Co</td><td>036161</td></tr><tr><td>INSURER B: Federal Insurance Company</td><td>020281</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr></table> | INSURERS AFFORDING COVERAGE | NAIC # | INSURER A: Travelers Property Casualty Co | 036161 | INSURER B: Federal Insurance Company | 020281 | INSURER C: | | INSURER D: | | INSURER E: | |
| INSURERS AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | |
| INSURER A: Travelers Property Casualty Co | 036161 | | | | | | | | | | | | |
| INSURER B: Federal Insurance Company | 020281 | | | | | | | | | | | | |
| INSURER C: | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | |

COVERAGES

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

| INSR ADD'L LTR INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS | | | | | | | | | | | | |
|--|--|---------------|---------------------------------------|--|--|--|---------------|--|---------------|---------------------------------|---------|-----------------------------------|--------------|-------------------|--------------|------------------------|--------------|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Terrorism Incl <input checked="" type="checkbox"/> Mold Excl GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC | Y630363K0393 | 04/15/10 | 04/15/11 | <table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr></table> | EACH OCCURRENCE | \$ 1,000,000 | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 300,000 | MED EXP (Any one person) | \$ 5000 | PERSONAL & ADV INJURY | \$ 1,000,000 | GENERAL AGGREGATE | \$ 2,000,000 | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| EACH OCCURRENCE | \$ 1,000,000 | | | | | | | | | | | | | | | | |
| DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 300,000 | | | | | | | | | | | | | | | | |
| MED EXP (Any one person) | \$ 5000 | | | | | | | | | | | | | | | | |
| PERSONAL & ADV INJURY | \$ 1,000,000 | | | | | | | | | | | | | | | | |
| GENERAL AGGREGATE | \$ 2,000,000 | | | | | | | | | | | | | | | | |
| PRODUCTS - COMP/OP AGG | \$ 2,000,000 | | | | | | | | | | | | | | | | |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | <table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr></table> | COMBINED SINGLE LIMIT (Ea accident) | \$ | BODILY INJURY (Per person) | \$ | BODILY INJURY (Per accident) | \$ | PROPERTY DAMAGE (Per accident) | \$ | | | | |
| COMBINED SINGLE LIMIT (Ea accident) | \$ | | | | | | | | | | | | | | | | |
| BODILY INJURY (Per person) | \$ | | | | | | | | | | | | | | | | |
| BODILY INJURY (Per accident) | \$ | | | | | | | | | | | | | | | | |
| PROPERTY DAMAGE (Per accident) | \$ | | | | | | | | | | | | | | | | |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | <table><tr><td>AUTO ONLY - EA ACCIDENT</td><td>\$</td></tr><tr><td>OTHER THAN EA ACC</td><td>\$</td></tr><tr><td>AUTO ONLY: AGG</td><td>\$</td></tr></table> | AUTO ONLY - EA ACCIDENT | \$ | OTHER THAN EA ACC | \$ | AUTO ONLY: AGG | \$ | | | | | | |
| AUTO ONLY - EA ACCIDENT | \$ | | | | | | | | | | | | | | | | |
| OTHER THAN EA ACC | \$ | | | | | | | | | | | | | | | | |
| AUTO ONLY: AGG | \$ | | | | | | | | | | | | | | | | |
| B | EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0 | 79853557 | 04/15/10 | 04/15/11 | <table><tr><td>EACH OCCURRENCE</td><td>\$ 25,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 25,000,000</td></tr><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table> | EACH OCCURRENCE | \$ 25,000,000 | AGGREGATE | \$ 25,000,000 | | \$ | | \$ | | \$ | | |
| EACH OCCURRENCE | \$ 25,000,000 | | | | | | | | | | | | | | | | |
| AGGREGATE | \$ 25,000,000 | | | | | | | | | | | | | | | | |
| | \$ | | | | | | | | | | | | | | | | |
| | \$ | | | | | | | | | | | | | | | | |
| | \$ | | | | | | | | | | | | | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below | | | | <table><tr><td>WC STATU- TORY LIMITS</td><td>OTH- ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table> | WC STATU- TORY LIMITS | OTH- ER | E.L. EACH ACCIDENT | \$ | E.L. DISEASE - EA EMPLOYEE | \$ | E.L. DISEASE - POLICY LIMIT | \$ | | | | |
| WC STATU- TORY LIMITS | OTH- ER | | | | | | | | | | | | | | | | |
| E.L. EACH ACCIDENT | \$ | | | | | | | | | | | | | | | | |
| E.L. DISEASE - EA EMPLOYEE | \$ | | | | | | | | | | | | | | | | |
| E.L. DISEASE - POLICY LIMIT | \$ | | | | | | | | | | | | | | | | |
| | OTHER | | | | | | | | | | | | | | | | |

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

Named Insured: Aspen Skees Road, LLC
Location: 1438 Skees Road, W Palm Beach, FL

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|--|
| Palm Beach County, Property & Real Estate Management 2633 Vista Parkway West Palm Beach FL 33411-5605 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE |
|--|--|

ACORD 25 (2009/01)

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8/3/2010

THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.

| | | | | | |
|---|-----------|--------------------------------------|--|-------------------------------|--|
| PRODUCER NAME, CONTACT PERSON AND ADDRESS | | PHONE (A/C, No, Ext): (248) 643-8750 | COMPANY NAME AND ADDRESS | | NAIC NO: 25445 |
| | | FAX (A/C, No): (248) 643-8753 | | | |
| | | E-MAIL ADDRESS: | | | |
| Hylant Group, Inc. - Detroit 2401 West Big Beaver Suite 400 Troy, MI 48084 | | | Ironshore Specialty Insurance Co. 1 Exchange Plaza 55 Broadway, 12th Floor New York, NY 10006 | | |
| CODE: | SUB CODE: | | IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH | | |
| AGENCY CUSTOMER ID #: LAUTR-1 | | | LOAN NUMBER | POLICY NUMBER 000241401 | |
| NAMED INSURED AND ADDRESS | | | EFFECTIVE DATE 04/15/2010 | EXPIRATION DATE 04/15/2011 | CONTINUED UNTIL TERMINATED IF CHECKED |
| Lautrec, Ltd. 31550 Northwestern Hwy. #200 Farmington Hills, MI 48334 | | | THIS REPLACES PRIOR EVIDENCE DATED: | | |
| ADDITIONAL NAMED INSURED(S) Aspen Skees Road, LLC | | | | | |

PROPERTY INFORMATION (Use additional sheets if more space is required)

LOCATION/DESCRIPTION

Aspen Skees Road, 1426-1486 Skees Road
West Palm Beach, FL 33411

| | | | | | |
|--|--------------------|-------------------------------------|-------|---|-----------------|
| COVERAGE INFORMATION | CAUSE OF LOSS FORM | BASIC | BROAD | <input checked="" type="checkbox"/> SPECIAL | OTHER |
| COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$ 10,000,000 | | DED: 10,000 | | | |
| | | YES | NO | | |
| BUSINESS INCOME / RENTAL VALUE | | <input checked="" type="checkbox"/> | | If YES, LIMIT: <input checked="" type="checkbox"/> Actual Loss Sustained | # of months: 12 |
| BLANKET COVERAGE | | <input checked="" type="checkbox"/> | | If YES, indicate amount of insurance on properties identified above: \$ 4,205,000 | |
| TERRORISM COVERAGE | | <input checked="" type="checkbox"/> | | Attach signed Disclosure Notice / DEC | |
| IS COVERAGE PROVIDED FOR "CERTIFIED ACTS" ONLY? | | <input checked="" type="checkbox"/> | | If YES, SUB LIMIT: | DED: |
| IS COVERAGE A STAND ALONE POLICY? | | <input checked="" type="checkbox"/> | | If YES, LIMIT: | DED: |
| DOES COVERAGE INCLUDE DOMESTIC TERRORISM? | | <input checked="" type="checkbox"/> | | If YES, SUB LIMIT: | DED: |
| COVERAGE FOR MOLD | | <input checked="" type="checkbox"/> | | If YES, LIMIT: | DED: |
| MOLD EXCLUSION (If "YES", specify organization's form used) | | <input checked="" type="checkbox"/> | | | |
| REPLACEMENT COST | | <input checked="" type="checkbox"/> | | | |
| AGREED AMOUNT | | <input checked="" type="checkbox"/> | | | |
| COINSURANCE | | <input checked="" type="checkbox"/> | | If YES, % | |
| EQUIPMENT BREAKDOWN (If Applicable) | | <input checked="" type="checkbox"/> | | If YES, LIMIT: \$30,000,000 | DED: \$5,000 |
| LAW AND ORDINANCE - Coverage for loss to undamaged portion of building | | <input checked="" type="checkbox"/> | | If YES, LIMIT: \$5,000,000 | DED: \$10,000 |
| - Demolition Costs | | <input checked="" type="checkbox"/> | | If YES, LIMIT: INCL | DED: |
| - Incr. Cost of Construction | | <input checked="" type="checkbox"/> | | If YES, LIMIT: INCL | DED: |
| EARTHQUAKE (If Applicable) | | <input checked="" type="checkbox"/> | | If YES, LIMIT: | DED: |
| FLOOD (If Applicable) | | <input checked="" type="checkbox"/> | | If YES, LIMIT: | DED: |
| WIND / HAIL (If Separate Policy) | | | | If YES, LIMIT: | DED: |
| PERMISSION TO WAIVE SUBROGATION PRIOR TO LOSS | | <input checked="" type="checkbox"/> | | | |

REMARKS - Including Special Conditions (Use additional sheets if more space is required)

Excess Property Westchester Surplus Lines #D37377727001 \$5 millio. Landmark American LHD366845 \$25 million. Wind/Hail 5% deductible, Equip Brkdwn - Phoenix Insurance Co. #BME19815A434. 30 days written notice to be provided to mortgage in the event of cancellation except nonpayment is 10 days.

CANCELLATION

THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 30 DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW.

ADDITIONAL INTEREST

| | | | |
|---|--------------------|---|--|
| NAME AND ADDRESS | | LENDER SERVICING AGENT NAME AND ADDRESS | |
| Palm Beach County, Property & Real Estate Management 2633 Vista Parkway West Palm Beach FL 33411-5605 | | | |
| MORTGAGEE | Additional Insured | AUTHORIZED REPRESENTATIVE | |
| LOSS PAYEE | | | |