

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	<u>(3,000)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>(3,000)</u>	_____	_____	_____	_____
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

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

If approved, the County will receive monthly rental of \$3,000. The Agreement is a month-to-month term, therefore no future fiscal impact is guaranteed.

C. Departmental Fiscal Review: CM Simms

III. REVIEW COMMENTS

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

N. Dias 11/15/10
 OFMB - VA
 11/10/10 PM
 11/10/10

Eric J. Jacobson
 Contract Dev. and Control
 E. Jones 11/16/10
 This Lease Agreement
 Complies with our
 review requirements.

B. Legal Sufficiency:

H. Jal 11/17/10
 Assistant County Attorney

C. Other Department Review:

 Department Director

**SHORT-TERM LEASE AGREEMENT
PALM BEACH INTERNATIONAL AIRPORT**

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

and

Gate Gourmet, Inc., a Delaware Corporation

**SHORT-TERM LEASE AGREEMENT
PALM BEACH INTERNATIONAL AIRPORT**

THIS SHORT-TERM LEASE AGREEMENT (this "Lease") is made and entered into _____, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and Gate Gourmet, Inc., a Delaware corporation, having an office and place of business at 11710 Plaza America Drive, Suite 800, Reston, VA 20190 ("Tenant").

WITNESSETH:

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

WHEREAS, County has certain areas within its facilities at the Palm Beach International Airport, which are available for lease; and

WHEREAS, Tenant desires to lease space within a building located on the Airport for the purpose of conducting its airline catering operations.

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 5.09.

2.02 "Adjustment Date" has the meaning set forth in Section 5.04.

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

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

2.05 "Assigned Building Premises" has the meaning set forth in Section 4.01.

- 2.06 "Assignment" has the meaning set forth in Section 17.01.
- 2.07 "Bond" has the meaning set forth in Section 5.07.
- 2.08 "Bond Resolution" means the Palm Beach County Airport System Revenue Bond Resolution dated April 3, 1984 (R-84-427), as amended and supplemented, which is hereby incorporated herein by reference and made a part hereof.
- 2.09 "Board" means the Board of County Commissioners of Palm Beach County, Florida.
- 2.10 "Building 1169" means Building 1169 on the Airport, located at 3200 Belvedere Road, West Palm Beach, FL 33406.
- 2.11 "Building 1169 Parking Lot" has the meaning set forth in Section 4.02(A).
- 2.12 "Commencement Date" has the meaning set forth in Article 3.
- 2.13 "Department" means the Palm Beach County Department of Airports.
- 2.14 "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.
- 2.15 "Director" means the Director or Acting Director of the Department of Airports.
- 2.16 "Effective Date" means the date that this Lease is approved by the Palm Beach County Board of County Commissioners and signed by all parties.
- 2.17 "FAA" means the Federal Aviation Administration.
- 2.18 "Initial Term" has the meaning set forth in Article 3.
- 2.19 "Letter of Credit" has the meaning set forth in Section 5.07.
- 2.20 "Licensed Areas" means those areas of the Airport set forth in Section 4.02.
- 2.21 "Loading Dock" has the meaning set forth in Section 4.02(B).
- 2.22 "Plans" have the meaning set forth in Section 6.01(C).
- 2.23 "Premises" means the Assigned Building Premises and the Licensed Areas.
- 2.24 "Renewal Term" has the meaning set forth in Article 3.

2.25 “Risk Management Department” means the Palm Beach County Risk Management Department.

2.26 “Security Deposit” has the meaning set forth in Section 5.07.

2.27 “Term” means the Initial Term and any Renewal Term.

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

ARTICLE 3 **TERM, COMMENCEMENT DATE AND RENEWAL TERM**

The term of this Lease shall commence upon the Effective Date (the “Commencement Date” and shall expire January 31, 2011 (the “Initial Term”). This Lease shall be automatically renewed at one (1) month intervals thereafter (the “Renewal Term”); provided, however, either party, with the Department acting on behalf of County, may elect to not renew this Lease upon providing no less than thirty (30) days advance written notice to the other party prior to the expiration of the then current Term. Each Renewal Term shall be upon the same terms and conditions set forth herein.

ARTICLE 4 **PREMISES, LICENSED AREAS AND PRIVILEGES**

4.01 Description of Premises and Specific Privileges, Uses and Rights. Subject to the terms, conditions and covenants set forth herein, County hereby demises and leases to Tenant, and Tenant rents from County approximately three thousand eighty-nine (3,089) square feet of interior space within Building 1169, referred to as “Building 1169 – Unit C”, as more particularly depicted in the attached Exhibit “A” (the “Assigned Building Premises”) for office administration, shipping, receiving, storage and related activities in support of Tenant’s airline catering operations.

4.02 Licensed Areas and Specific Privileges, Uses and Rights. County hereby grants to Tenant a non-exclusive, revocable license to use the following areas (the “Licensed Areas”), as more particularly depicted in Exhibit “B”:

- A. That portion of the Building 1169 Parking Lot adjacent to Building 1169 – Unit C for employee and visitor parking. The Department reserves the right to designate or assign use of all or portions of the Building 1169 Parking Lot to specific Building 1169 tenants.
- B. The loading dock and loading ramp area east of and adjacent to the Assigned Building Premises (the “Loading Dock”), for shipping, receiving, loading and unloading of products and materials in support of Tenant’s airline catering operations.

4.03 General Privileges, Uses and Rights. In addition to the specific privileges granted in Sections 4.01 and 4.02 above, County hereby grants to Tenant the following non-exclusive general privileges, uses and rights, all of which shall be subject to the terms, conditions, and covenants:

- A. The general use, in common with others, of all public Airport facilities and improvements that are now or may hereafter be connected with or appurtenant to the Airport (to the extent that use of such facilities is applicable to Tenant's operations), to be used by Tenant, its agents and employees, patrons and invitees, suppliers of service, furnishers of material, and authorized subtenants, if any. For the purpose of this Lease, "public Airport facilities" shall include all necessary roadways, sidewalks, or other public facilities appurtenant to the Airport, not specifically leased to or under the contractual control of a third party.
- 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. Said right 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 Article 4, nothing herein contained shall be construed to grant to Tenant the right to use any space or area improved or unimproved which is leased to, or under contractual control of a third party, or which County has not leased or licensed herein.

4.04 Restrictions on Privileges, Uses and Rights.

- A. The Department shall have the right to establish reasonable rules and regulations governing the use of Licensed Areas or public Airport facilities. Tenant agrees to be subject to, and comply with, such reasonable rules and regulations.
- B. The rights granted hereunder are expressly limited to the improvement, maintenance, and operation of the Premises pursuant to the terms and conditions of this Lease, and nothing herein shall be construed to give Tenant any rights in any future expansion, renovation or relocation of the Airport or its facilities, including Building 1169. Tenant covenants and agrees that the Premises shall be utilized solely for the uses permitted in this Article 4 and for no other purpose whatsoever.
- C. Parking of boats, motor homes or inoperable vehicles and the stockpiling or storage of inoperable equipment, machinery and containers within the Premises or other areas of the Airport is strictly prohibited. Parking of automobiles upon the Loading Dock is prohibited. Long-term parking of any motorized vehicle or trailer upon the Loading Dock or Building 1169 Parking Lot is prohibited.

- D. All storage must be contained within the Assigned Building Premises, and shall be limited to the storage incidental to Tenant's overall operation and use of the Assigned Building Premises.
- E. Use of the Premises and other areas for maintenance of automobiles or equipment and painting or stripping of equipment is strictly prohibited.
- F. Except as otherwise provided for herein, or otherwise approved in writing by the Department, the Loading Dock shall be maintained and kept free and clear. Furniture, chairs and similar items shall be prohibited on the Loading Dock.
- G. Persons, including, but not limited to Tenant's employees, shall not loiter or remain overnight on the Premises or elsewhere at the Airport.

4.07 Condition and Use of the Premises. Tenant expressly acknowledges that it has inspected the Premises and Airport and accepts both in their "AS IS CONDITION" and "WITH ALL FAULTS," together with all defects, latent and patent, if any. Tenant further acknowledges that County has made no representations or warranties of any nature whatsoever regarding the Airport or the Premises, including, but not limited to, the physical and/or environmental condition of the Premises or any improvements located thereon; the value of the Premises or improvements; the zoning of the Premises; title to the Premises; the suitability of the Premises or any improvements for Tenant's intended use; or Tenant's legal ability to use the Premises for Tenant's intended use.

ARTICLE 5
RENTAL, FEES, CHARGES AND SECURITY DEPOSIT

5.01 Rental. Tenant shall pay to County for use of the Assigned Building Premises an initial monthly rental in the amount of Three Thousand Dollars (\$3,000.00), plus any applicable taxes.

5.02 Commencement and Time of Payment. Payment of rental by Tenant to County shall commence upon the Commencement Date. Rental shall be payable in equal monthly installments, in advance, without demand and without any deduction, holdback or set off whatsoever. Each monthly installment of rental will be due by the first day of each and every month throughout the Term. All sums due hereunder shall be delivered to the Palm Beach County Department of Airports, 846 Palm Beach International Airport, West Palm Beach, Florida 33406, or at such other address as may be directed by the Department from time to time. Rental shall be deemed delinquent if payment is not received by the first business day of the month in which it is due. If the Commencement Date occurs on a day other than the first day of the month, Tenant shall pay rent from the Commencement Date to the first day of the following month on a per diem basis (calculated on the basis of the actual number of days in the month in which the Commencement Date occurs). Any payment due hereunder for any other fractional month shall likewise be calculated and paid on such a per diem basis.

5.03 Adjustment of Rental. County may adjust the amount of rental to be paid by Tenant, upon sixty (60) days written notice to Tenant, which shall specify the amount of the adjusted rental amount and the effective date of the adjustment (the "Adjustment Date"). Tenant shall commence paying the new rental rate on the Adjustment Date. This Lease shall automatically be considered as amended to reflect the new rental rate, without formal amendment hereto, upon County's written notification of the establishment of the new rental rate applicable to the Premises. Notwithstanding any provision of this Lease to the contrary, Tenant acknowledges and agrees that County shall have the right to establish and maintain the rental rates hereunder to ensure compliance with the provisions of Section 710 (rate covenant) of the Bond Resolution.

5.04 Other Fees and Charges. Tenant acknowledges that County shall have the right to adopt new fees and charges or to adjust fees and charges applicable to Tenant's operations at the Airport from time to time.

5.05 Late Payments - Interest. In the event Tenant fails to make timely payment of any rentals, fees and charges due and payable in accordance with the terms of this Lease, interest, at the rate of one and one-half percent (1.5%) per month shall accrue against the delinquent payment(s) from the date due until the date payment is received by the Department.

5.06 Security Deposit. Prior to the Effective Date of this Lease, Tenant shall post a security deposit with County in an amount equal to the Department's estimate of three (3) months rental, fees and charges payable by Tenant hereunder ("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 cash, 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, fees 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 the sums payable hereunder. The Security Deposit shall be kept in full force and effect throughout the Term of this Lease and any extension thereof and for a period of three (3) months after the termination of this Lease. Not less than forty-five (45) days prior to any expiration date of a Letter of Credit or Bond, Tenant shall submit evidence in form satisfactory to County that such security instrument has been renewed. Failure to renew a Letter of Credit or Bond or to increase the amount of the Security Deposit as required by this Section 5.06 shall, after providing written notice to Tenant, (i) entitle County to draw down the full amount of such Security Deposit, and (ii) hold the funds received in respect of that draft as the Security Deposit pending re-issuance of a new Letter of Credit or Bond. 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 5.06. Within sixty (60) days after County's receipt of an acceptable Security Deposit from Tenant's approved assignee, County shall return to Tenant the

Security Deposit that Tenant furnished, properly endorsed for cancellation, if appropriate; provided that Tenant has performed and satisfied all obligations under this Lease accruing prior to the assignment.

5.07 Sales and Use Tax. Tenant hereby covenants and agrees to pay monthly to County, as "Additional Rent," any sales, use or other tax, or any imposition in lieu thereof (excluding State and /or Federal Income Tax) now or hereinafter imposed by the United States of America, the State of Florida or Palm Beach County upon the rents payable under the terms of this Lease or upon the use or occupancy of the Premises, 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 applicable.

5.08 Additional Rent. Any and all sums of money or charges required to be paid by Tenant under this Lease other than monthly rental shall be considered "Additional Rent," whether or not the same is specifically so designated and County shall have the same rights to enforce due and timely payment by Tenant of all Additional Rent as are available to County with regards to rental.

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

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

5.10 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.

ARTICLE 6
CONSTRUCTION OF IMPROVEMENTS

6.01 Tenant Construction Requirements. All improvements constructed or placed on the Premises by Tenant, including drainage and landscaping, shall comply with any and all applicable governmental laws, regulations, rules and orders, shall follow standard construction methods; and shall be constructed in accordance with the requirements of this Article 6.

A.

Construction Requirements. Tenant shall make no additions, alterations or improvements to the Premises, or elsewhere on the Airport, or to the improvements constructed thereon, without the prior written consent of the Department. Prior to constructing any additions, alterations or improvements, Tenant, without cost to County, shall prepare detailed 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 Plans to the Department for review, comment and adjustment. The Department shall review the Plans and provide a written response to Tenant after receipt of the Plans. In the event the Department does not approve the 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. Upon approval of the final Plans by the Department, Tenant shall obtain all permits and other government approvals required for the commencement of construction. Prior to commencement of construction, Tenant shall deliver to the Department one complete set of the Plans as approved by the governmental agencies exercising jurisdiction thereover. Minor changes from the Plans approved by the Department shall be permitted if such changes may be reasonably inferred from such Plans, or if they are made to comply with requirements of any governmental agency exercising jurisdiction thereover.

- B. Within ninety (90) days of Tenant's receipt of a certificate of occupancy or certificate of completion, as appropriate, for any improvements that Tenant undertakes, Tenant, at its sole cost and expense, shall have prepared and deliver to the Department one (1) complete set of as-built Mylar drawings and one (1) set of Auto CADD files in the latest version acceptable by the Department.
- C. All improvements constructed upon the Premises shall be completed at Tenant's sole cost and expense and shall be completed in accordance with the standards reasonably established by the Department.

- D. The construction or installation of improvements shall not interfere with the operation of the Airport or unreasonably interfere with the activities of other Airport tenants and users.
- E. The County shall have no obligation whatsoever to approve the installation of any improvements within any Licensed Areas or other areas of the Airport.
- F. The County shall have no obligation whatsoever to repair, replace or maintain improvements made to the Premises by Tenant.

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

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

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

ARTICLE 7
OBLIGATIONS OF TENANT

7.01 Compliance with 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 (including amendments and supplements thereto) regulating the conduct and operations of Tenant and others on the Premises as may from time to time be promulgated. The obligation of Tenant to require such observance and obedience on the part of its subtenants, guests, invitees and business visitors shall pertain only while such persons are on or in occupancy of any portion of the Premises.

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

7.03 Noise and Vibrations. Tenant shall take all reasonable measures to reduce to a minimum, vibrations tending to damage any equipment, structure, building or portion of a building on the Airport.

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

7.05 Food Waste, Garbage and Debris. Tenant shall remove or otherwise dispose of in a manner approved by the Department all food waste, garbage, debris and other waste materials (whether solid or liquid) arising out of the use or occupancy of the Premises, Airport or out of any operations conducted thereon. All food waste, garbage, debris and other waste materials (whether solid or liquid) shall be disposed of in suitable garbage and waste receptacles which shall be placed in a location approved by the Department and which shall be constructed, installed and maintained by Tenant at Tenant's sole cost and expense.

7.06 Nuisance, Waste or Injury. Tenant shall not commit any nuisance, waste or injury on the Airport and shall not do, or permit to be done, anything that may result in the creation, commission or maintenance of any nuisance, waste or injury on the Airport.

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

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

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

7.10 Hazardous Conditions. Tenant shall not do or permit to be done any act or thing upon any area of the Airport that:

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

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

7.12 Vending Machines. Tenant shall not place any coin or token operated vending machine or similar device (including, but not limited to, pay telephones, beverage or food machines, or other commodities) upon or within the Premises, without the prior written consent of the Department, which consent may be granted or withheld by the Department in its sole discretion for any reason or no reason at all. The foregoing will not apply to Tenant's installation of food or beverage vending machines in the Assigned Building Premises for the use of its employees.

7.13 Derelict Vehicles. Tenant shall not permit the temporary or permanent storage of any Derelict Vehicles at the Premises. Tenant shall cause Derelict Vehicles to be removed from the Premises within forty eight (48) hours after written notice from the Department.

ARTICLE 8 **SECURITY OF PREMISES**

Tenant acknowledges and accepts full responsibility for the security and protection of the Premises, and any and all inventory, equipment, facilities and improvements now existing or hereafter placed on or installed in or upon the Premises, and for the prevention of unauthorized access to its facilities, and expressly agrees to comply with, and to require its employees and contractors to fully comply with, all rules and regulations of County and of any and all other governmental entities that now or may hereafter have jurisdiction over such security. Tenant fully understands that the police security protection provided by County is limited to that provided to any other business situated in Palm Beach County, Florida by the Palm Beach County Sheriff's Office, and expressly acknowledges that any special security measures deemed

necessary or desirable for additional protection of the Premises and improvements constructed thereon, shall be the sole responsibility of Tenant and shall involve no cost to County.

ARTICLE 9
MAINTENANCE AND REPAIR

9.01 Maintenance and Repair.

- A. Tenant shall, at its sole cost and expense, maintain the Premises, improvements, and appurtenances thereto, in a safe and presentable condition consistent with good business practice, industry standards and in accordance with all applicable laws, regulations and rules of any governmental entity. Tenant shall repair any damage to the Premises and improvements caused by its employees, patrons, invitees, licensees, suppliers of service or furnishers of material, or any other persons whomsoever, and all damages caused by or resulting from or in any way arising out of Tenant's operations thereon or Tenant's use of the Premises. Tenant hereby agrees that it shall abide by the decision of County with respect to maintenance or repair of the Premises. Maintenance and repairs shall be in quality and class comparable to the original work, to preserve the Premises in good order and condition. County shall be the sole judge of Tenant's performance under this Section 9.01(A) as to the quality of maintenance and repair. Upon written notice by County to Tenant, Tenant shall perform the required maintenance or repair in accordance with Department's decision. If Tenant has not made a good faith effort, as determined by Department, to begin to perform said maintenance or repair within ten (10) days after written notice and to diligently pursue the same to completion, County shall have the right to enter on the Premises and perform the necessary maintenance or repair, 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 maintenance or repair cost, plus the administrative cost, shall be paid to County by Tenant within thirty (30) days from the date of Department's invoice.
- B. Throughout the Term Tenant shall keep the Premises in good, tenable, useable condition. Without limiting the generality thereof, Tenant shall, at its sole cost and expense:
- (1) Paint the interior of the Assigned Building Premises, repair and maintain all doors, windows, equipment, lighting fixtures, furnishings and fixtures in good condition.
 - (2) Provide and maintain all fire protection and safety equipment and all other equipment of every kind and nature required by any law, rule, order, ordinance, resolution or regulation of any applicable governmental authority.

- (3) Repair any damage to the Premises, including, but not limited to, the Licensed Areas, paving or other surfaces, caused by any oil, gasoline, grease, lubricants or other liquids or substances having a corrosive or detrimental effect thereon.

9.02 Inspections. Notwithstanding any provision of this Lease to the contrary, Tenant agrees that authorized employees and representatives of County and any federal, state or local governmental entity having jurisdiction over Tenant's operations and activities on the Premises shall have the right with advance notice that is reasonable under the circumstances to enter the Premises at reasonable times to inspect same for the purpose of determining whether Tenant is in compliance with the requirements of this Lease. In the event Tenant is not in compliance with this Lease, as reasonably determined by the Department, the Department shall provide Tenant with written notice of such noncompliance. Tenant shall commence corrective action to remedy such noncompliance to the satisfaction of the Department upon receipt of the notice of noncompliance. If corrective action is not initiated within thirty (30) days after the date of Tenant's receipt of the Department's notice, or sooner given the nature and extent of noncompliance and corrective actions necessary, and pursued in a diligent manner to completion, the Department may cause the same to be accomplished. Tenant agrees that Tenant shall assume and be liable to County for payment of all costs reasonably incurred by County, plus twenty-five percent (25%) of the amount of those costs for an administrative overhead fee, which costs and administrative overhead fee shall constitute Additional Rent hereunder and shall be due and payable within fifteen (15) calendar days of the date of the Department's written notice.

ARTICLE 10 UTILITIES

10.01 Utility Costs. County shall pay for the provision of electric, water and sewer utilities to the Assigned Building Premises. Tenant shall be solely responsible for all other utilities.

10.02 Interruption of Utility Service. Tenant acknowledges that County is not a utility provider. Except for failures, delays or interruptions that the negligence or willful misconduct of County or its contractors cause or that occur because of County's failure to make timely remittances to the utility service provider, no failure, delay or interruption in supplying any utility services for any reason whatsoever (whether or not a separate charge is made therefor) 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.

10.03 Industrial Waste Systems. Tenant shall provide, operate and maintain adequate facilities for separating, neutralizing and treating industrial waste and foreign materials generated within the Premises and the proper disposal thereof as required by all applicable Federal, State and local laws, regulation and rules, as now or hereafter amended.

ARTICLE 11
AIRPORT SECURITY PROGRAM

Tenant expressly acknowledges and accepts full responsibility to conduct its operations at the Airport so as to maintain the integrity of the airfield operations area and hereby agrees to fully comply with all Federal, State and local laws, rules and security requirements applicable to Tenant's operations, as now or hereafter promulgated or amended, including, but not limited to, Title 14, Part 139 of the Code of Federal Regulations and Title 49, Part 1542 of the Code of Federal Regulations and the Palm Beach County Criminal History Record Check Ordinance (R-2003-030). Tenant agrees to comply with the Airport Security Program and the Air Operations Area (AOA) Vehicle Access Program, and amendments thereto. Notwithstanding any provision of this Lease to the contrary, Tenant shall comply with such other security policies, procedures, rules and regulations as may be prescribed by County, the Department, FAA, or TSA and to take such steps as may be necessary or directed by County, the Department, FAA, or TSA to ensure that subtenants, employees, invitees and guests observe these requirements. If required by the Department, Tenant shall conduct background checks of its employees in accordance with applicable Federal, State or local laws. Tenant shall pay any and all fees assessed for providing the security badges for Tenant's employees and contractors, and other fees that may be imposed. Tenant further agrees to be responsible for the care and maintenance of the Airport security barriers and devices to the Premises. All costs associated with the construction and repair of the security fence, barriers, access control and monitoring system, including, but not limited to, gates, signs or locks (keying and re-keying), that are installed now or in the future within the Assigned Building Premises shall be borne by Tenant. Tenant agrees to rectify any security deficiency or other deficiency arising within the Assigned Building Premises or as a result of the conduct of Tenant's operations on the Airport as may be determined as such by County, the Department, FAA or TSA. In the event Tenant fails to remedy any such deficiency, County may do so at the cost and expense of Tenant. Tenant acknowledges and agrees that County shall have the right to take whatever action is necessary to rectify any security deficiency or other deficiency of the nature described above as may be determined by County, the Department, FAA or TSA. Tenant shall be solely responsible for any fines, penalties, costs, expenses (including attorneys' fees and costs), and damages incurred by County and/or Tenant as a result of Tenant's failure to strictly comply with the requirements of this Article 11. The provisions of this paragraph shall survive the expiration or earlier termination of this Lease. Failure to comply with the requirements of this Article 11 shall be considered a material default of this Lease.

ARTICLE 12
INSURANCE REQUIREMENTS

12.01 Insurance Requirements. Tenant, at its sole cost and expense, shall maintain in full force and effect throughout the Term and any extension thereof, the insurance coverages, limits and endorsements required herein. Neither the requirements contained in this Article 12, nor County's review or acceptance of insurance, shall in any manner limit or qualify the liabilities and obligations assumed by Tenant hereunder.

- A. Property, Wind & Flood Insurance. Tenant shall maintain Property Insurance in an amount not less than 100% of the total replacement cost of any betterments and improvements made by or on behalf of Tenant to 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 25% of the Property Insurance limit. Tenant shall maintain Flood Insurance, regardless of the flood zone, in an amount not less than 100% of the total replacement cost of the betterments and improvements made by or on behalf of Tenant to the Premises or the maximum amount available from the National Flood Insurance Program, whichever is less. Tenant shall maintain Windstorm Insurance, unless included as a covered peril in the Property Insurance, in an amount not less than 100% of the total replacement cost of the betterments and improvements made by or on behalf of Tenant to the Premises or the maximum amount available under the Florida Windstorm Underwriting Association, whichever is less. Tenant shall cause County to be endorsed as a "Loss Payee" on the policies. The "Loss Payee" endorsement 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."

- B. Business Automobile Liability Insurance. Tenant shall maintain Business Automobile Liability Insurance covering all Owned, Hired, and Non-Owned Vehicles used on the Airport in an amount of not less than \$1,000,000 Combined Single Limit per occurrence for Bodily Injury (including death) and Property Damage Liability; provided however, that if the scope and conduct of Tenant's operations under this Lease require vehicle access to the Airport's Aircraft Operations Area, Tenant shall maintain Business Automobile Liability Insurance in an amount not less than \$5,000,000 Combined Single Limit per occurrence for Bodily Injury (including death) and Property Damage Liability. Notwithstanding the foregoing, if the scope and conduct of Tenant's operations under this Lease do not involve the operation, ownership or use of any vehicle, then this requirement shall include automobile liability for Hired & Non-Owned vehicles only. Coverage shall be provided on a primary basis.
- C. Commercial General Liability Insurance. Tenant shall maintain Commercial General Liability Insurance at limits of not less than \$5,000,000 Combined Single Limit per occurrence for Personal Injury, Bodily Injury (including death) and Property Damage Liability and shall include, but not be limited to, Premises and Operations, Personal Injury, Products-Completed Operations and Contractual Liability. Coverage shall be underwritten by a company or companies, which may be subject to the acceptance of County, in its reasonable discretion. Coverage shall be provided on a primary basis.
- D. Worker's Compensation Insurance. Tenant shall maintain Workers Compensation Insurance applying to all employees for Statutory Limits in compliance with Chapter 440, Florida Statutes and applicable Federal

Laws. Coverage shall include Employers Liability with minimum limits of \$100,000 Each Accident, \$500,000 Disease-Policy Limit, and \$100,000 Disease-Each Employee unless otherwise stated. In the event Tenant subcontracts any portion of the work or services under this Lease to another party, Tenant shall be responsible for ensuring its subcontractors maintain Worker's Compensation & Employers Liability Insurance.

12.02 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. This Waiver of Subrogation requirement shall not apply to any policy, a condition to which the policy specifically prohibits such an endorsement, or voids coverage should Tenant enter into such an agreement on a pre-loss basis. Nothing contained in this Section shall be construed as an obligation of Tenant to provide a Waiver of Subrogation in the event that Tenant's insurer will not provide it.

12.03 Additional Insured. Tenant shall endorse County as an "Additional Insured" on Tenant's Commercial General Liability Insurance. The "Additional Insured" endorsement shall provide coverage on a primary basis. The "Additional Insured" endorsement shall read: "Palm Beach County, a Political Subdivision of the State of Florida, its Board of County Commissioners, Officers, Employees and Agents, c/o Palm Beach County Department of Airports, 846 Palm Beach International Airport, West Palm Beach, Florida 33406".

12.04 Certificate of Insurance. A signed Certificate or Certificates of Insurance, evidencing that required insurance coverage(s) has been procured or maintained by Tenant in the types and amount(s) required hereunder, shall be delivered to County prior to the Effective Date. The Certificate(s) of Insurance shall clearly state that Palm Beach County is an "Additional Insured" as required herein. Certificate(s) of Insurance shall also endeavor to provide thirty (30) days written notice to County prior to cancellation (ten (10) days for nonpayment of premium) or non-renewal of coverage. Required insurance shall be subject to the review, acceptance and approval of County, at its reasonable discretion, as to form and types of coverage. Tenant's failure to maintain all insurance policies required herein shall constitute a material default of this Lease by Tenant, entitling County to exercise any remedies available to it under this Lease, at law and in equity, including the right to immediately terminate this Lease.

12.05 Claims-Made Liability. When any of Tenant's liability insurance policies is provided under a Claims-Made Liability form, Tenant agrees to the following additional special conditions:

- A. The Certificate of Insurance issued to County shall clearly indicate whether the Claims-Made Liability form applies, include the retroactive date of coverage and indicate if the limits are subject to annual aggregate. In the event aggregate limits are applicable, Tenant agrees to maintain an aggregate limit not less than three (3) times the per occurrence limit of liability required in Sections 12.01(A) through (E) above.

- B. Tenant shall purchase a Supplemental Extended Reporting Period providing an additional reporting period of not less than three (3) years in the event a Claims-Made liability policy is canceled, non renewed, switched to an Occurrence Form, renewed with an advanced retroactive date, or any other event triggering the right to purchase a Supplemental Extended reporting Period during the term of this Lease. All insurance policies required hereunder may be written to include a reasonable deductible or self-insured retention, unless otherwise stated or limited. Limits on said deductible amounts may be subject to review and approval. When requested, Tenant shall submit a copy of most recent financial statement in order to justify a particular deductible or self-insured retention amount.

12.06 Self-Insurance. The Department may allow insurance coverage required herein to be provided by Tenant's self-insurance plan, subject to prior written approval of County's Risk Management Department.

12.07 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.

12.08 Right to Review. County, by and through its Risk Management Department, in cooperation with the Department, reserves the right to periodically review any and all policies of insurance and to reasonably adjust the limits of coverage required hereunder from time to time throughout the term of this Lease. County may 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 written notice of such adjusted limits or rejection and Tenant shall comply within thirty (30) days of receipt thereof. Tenant shall be responsible for any premium revisions as a result of any such reasonable adjustment.

12.09 Invalidation of Policies. Tenant shall not knowingly use or permit the use of the Premises for any purpose that would invalidate any policies of insurance, now existing or hereafter written on the Premises or Airport for County or Tenant. In the event Tenant's acts or failure to act shall cause cancellation of any policy, then Tenant shall immediately, prior to notification by County, take such action as is necessary to reinstate or replace the required insurance.

12.10 No Representation of Coverage Adequacy. Tenant acknowledges the limits, coverages and endorsements required by this Article 12 are intended to minimize liability for County. Tenant agrees that it will not rely upon the requirements of this Article 12 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 13
DAMAGE OR DESTRUCTION OF PREMISES OR IMPROVEMENTS

13.01 Damage or Destruction. 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 actual or constructive 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 Tenant or its sublessees, contractors, employees, officers, licensees, agents or invitees, 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 of such damage and shall diligently pursue such restoration to completion in accordance with Article 6 of this Lease. Such repairs, replacements or rebuilding shall be performed 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 paid to County by Tenant within thirty (30) days from the date of Department's invoice.

13.02 Casualty. In the event of a casualty to the Premises, as reasonably determined by County, either party shall have the right to terminate this Lease within fifteen (15) 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, in the event the casualty was the result of the act, default or negligence of Tenant or Tenant's sublessees, contractors, employees, officers, licensees, agents or invitees. Tenant shall be obligated to restore the Premises in accordance with Section 13.01..

13.03 Waiver. Tenant hereby waives any claim against County for any and all liability, damages or compensation in the event this Lease is terminated pursuant to Sections 13.02.

13.04 Limitations. Notwithstanding any provision of this Lease to the contrary, County shall have no obligation to repair, rebuild or restore the Premises or Tenant's personal property or fixtures or any improvements made by Tenant to the Premises. 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 Premises, in whole or in part, or for any inconvenience or annoyance occasioned by any such damage, destruction, repair or restoration. 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.

13.05 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 or its sublessees, contractors, employees, officers, licensees, agents or invitees, 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.

ARTICLE 14
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 discretion for any reason or no reason at all. 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 15
TITLE TO IMPROVEMENTS

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

15.02 Removal of Improvements. Notwithstanding any provision of this Lease to the contrary, County shall be entitled, at its option, to have the Premises returned to County free and clear of some or all of the improvements at Tenant's sole cost and expense. In such event, County shall provide timely notification to Tenant of its election to require removal of improvements and, to the extent possible, County shall notify Tenant at least thirty (30) days prior to the expiration or termination of this Lease. If Tenant fails to remove the improvements prior to the expiration of the Term or within thirty (30) days after the date an earlier termination of this Lease occurs or within such longer period of time as may be reasonably required to accomplish the removal through the exercise of prompt, diligent and continuous effort, County may remove the improvements. Tenant agrees that Tenant shall fully assume and be liable to County for payment of all costs of removal of the improvements (whether direct or indirect) that County reasonably incurs, plus twenty-five percent (25%) of the amount of those costs for an administrative overhead fee, which costs and administrative overhead fee shall be due and payable to County within thirty (30) days after the date of Tenant's receipt of the Department's invoice.

15.03 Survival. The provisions of this Article 15 shall survive expiration or earlier termination of this Lease.

ARTICLE 16
EXPIRATION OF LEASE, DEFAULTS, REMEDIES AND TERMINATION

16.01 Expiration. This Lease shall automatically terminate at the end of the Term, unless terminated sooner as provided for herein.

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. The vacating or abandonment of the Premises by Tenant.
- B. The failure by Tenant to pay any sum due hereunder within three (3) days after the same shall become due.
- 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 fifteen (15) days after written notice thereof from County to Tenant; provided, however, that if the nature of Tenant's default is such that more than fifteen (15) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within such fifteen (15) 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 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.
- E. A default by Tenant of any other agreement, permit or lease between County and Tenant, which default has not been cured within the applicable cure period provided in such agreement, permit or lease.

Notwithstanding any provision of this Lease, Tenant acknowledges and agrees that the Department may require Tenant to immediately cease any activity that 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, but not limited to, the reasonable cost of recovering possession of the Premises including reasonable attorneys' fees, and reasonable real estate commissions paid by County relating to the unexpired term of this Lease; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be paid to Tenant.
- C. Treat this Lease as terminated and reenter and retake possession of the Premises for the account of County, thereby terminating any further liability under this Lease on the part of Tenant and County. Notwithstanding the foregoing, County shall have a cause of action to recover any rent remaining unpaid when County retakes possession of the Premises for the account of County.
- D. Stand by and do nothing, holding Tenant liable for rent as it comes due.
- E. Pursue any other remedy now or hereinafter available to County under the laws of the State of Florida.

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

- A. 16.04 Termination by Tenant. Tenant may terminate this Lease, if Tenant is not in default of this Lease (including, but not limited to, its payments to County hereunder), by giving County fifteen (15) business days advance written notice.

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 fifteen (15) business 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 fifteen (15) business days are reasonably required for performance then County shall not be in default if County commences performance within such fifteen (15) business day period and thereafter diligently pursues such cure to completion.

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

ARTICLE 17 **ASSIGNMENT AND SUBLETTING**

17.01 Assignment by Tenant. Tenant shall not in any manner assign, transfer, mortgage, pledge, encumber, hypothecate or otherwise convey an interest in this Lease, or any portion of Premises, without the prior written consent of County ("Assignment"), which consent may be granted or withheld in County's sole and absolute discretion.

17.02 Subletting By Tenant. Tenant shall not sublease the Premises, or any portion thereof, without the prior written consent of County, which consent may be granted or withheld in County's sole and absolute discretion. Tenant acknowledges that County's consent to the sublease of the Premises, in whole or in part, shall not release Tenant from its obligations hereunder, including, without limitation, the obligation to pay the rentals, fees, and charges provided herein.

17.03 General. This Article 17 shall be construed to include a prohibition against any assignment, mortgage, pledge, encumbrance or sublease by operation of law, legal process, receivership, bankruptcy or other wise, whether voluntary or involuntary.

ARTICLE 18 **INDEMNIFICATION**

Tenant agrees to protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including attorney fees at trial and appellate levels) and causes of action of every kind and character against, or in which County is named or joined, arising out of this Lease or Tenant's use or occupancy of the Premises, including, without limitation those arising by reason of any damage to property or the

environment, or bodily injury (including death) incurred or sustained by any party hereto, or of any party acquiring any interest hereunder, any agent or employee of any party hereto or of any party acquiring an interest hereunder, and any third or other party whomsoever, or any governmental agency, arising out of, or incident to, or in connection with Tenant's acts, omissions or operations hereunder, or the performance, non-performance or purported performance of Tenant, or any breach of the terms of this Lease; provided, however, Tenant shall not be responsible to County for damages resulting out of bodily injury (including death) or damages to property which are judicially determined to be solely attributable to the negligence of County its respective agents, servants, employees and officers. Tenant further agrees to hold harmless and indemnify County for any fines, citations, court judgments, insurance claims, restoration costs or other liability resulting from or in any way arising out of or due to Tenant's activities or operations or use of the Premises, whether or not Tenant was negligent or even knowledgeable of any events precipitating a claim or judgment arising as a result of any situation involving said activities. Said indemnification shall be extended to include all suppliers, furnishers of material, or anyone acting for, on behalf of, or at the request of Tenant. Tenant acknowledges the broad nature of this indemnification and hold-harmless clause and that County would not enter into this Lease without the inclusion of such clause, and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by County in support of this indemnification in accordance with laws of the State of Florida. The obligations arising under this Article 18 shall survive the expiration or termination of this Lease.

ARTICLE 19 **SIGNS**

No signs, posters or similar devices shall be erected, displayed or maintained by Tenant on the Premises without the written consent of the Department, which consent may be granted or withheld in the Department's sole and absolute discretion. All signs not approved by the Department shall be immediately removed at the sole cost and expense of Tenant upon written demand therefor by the Department.

ARTICLE 20 **LAWS, REGULATIONS AND PERMITS**

20.01 General.

- A. Tenant expressly covenants, warrants, guarantees and agrees that, throughout the Term, Tenant shall be at all times in full and complete compliance with all statutes, regulations, rules, rulings, orders, ordinances, or directives, as same may be amended, of all Federal, State, County, Municipal or local governmental bodies now or hereafter having jurisdiction over the Airport applicable to the activities that Tenant conducts at the Airport, including, but not limited to, FAA advisory circulars and the "Rules and Regulations of the Department of Airports of Palm Beach County, Florida" (Resolution No. R-98-220 as it may be amended, supplemented or superseded by Resolution of the Board of County Commissioners), and all operational orders issued thereunder.

- B. Tenant agrees that it shall require its appropriate managers, supervisors and employees to attend such training and instructional programs as Department may from time to time require, in connection with policies and procedures related to certification of the Airport under Title 14, Part 139 of the Code of Federal Regulations or the Rules and Regulations of the Department.

20.02 Permits and Licenses Generally. At Tenant's sole cost, Tenant shall be strictly liable and responsible for obtaining, paying for, maintaining in a current status, and fully complying with, all applicable permits, licenses and other governmental authorizations, however designated, as any Federal, State or local governmental entity or any court of law having jurisdiction over Tenant or Tenant's operations and activities may require at any time during the Term or any extension thereof for any activity Tenant conducts on the Premises. Upon the written request of the Department, Tenant shall provide to the Department certified copies of any and all permits and licenses that Department may request.

20.03 Air and Safety Regulation. Tenant agrees that it shall conduct its operations and activities under this Lease in a safe manner, shall comply with all applicable safety regulations of the Department and with applicable safety standards imposed by applicable Federal, State and local laws and regulations and shall require the observance thereof by all employees, subtenants, contractors, business invitees and all other persons transacting business with or for Tenant insofar as those regulations and standards in any way relate to the conduct of Tenant's business on the Airport. 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 with, and comply with, the applicable fire regulations and orders of County and the fire control agency having jurisdiction at the Airport, as same may now exist or hereafter come into being. Tenant hereby agrees that neither Tenant nor any employee, contractor or other 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 that are unsanitary, hazardous, or dangerous to his or her health or safety, as determined by applicable standards adopted in accordance with the Occupational Safety and Health Act of 1970, as same may be amended from time to time, or any other applicable State or local law, regulation, or order relative to occupational safety and health.

20.04 Environmental and Natural Resource Laws, Regulations and Permits.

- A. Notwithstanding any other provision of this 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 existing or hereafter amended

or adopted, including, but not limited to, the Federal Clean Water Act, Safe Drinking Water Act, Clean Air Act, Resource Conservation Recovery Act, and Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("Superfund").

- B. Tenant acknowledges and understands that its operations performed pursuant to this Lease may involve the generation, processing, handling, storing, transporting and disposal of certain hazardous and/or toxic materials that are, or may be, subject to regulation by Federal, State or local laws, ordinances, regulations, rules, orders or other governmental rules and requirements.
- C. Tenant expressly covenants, warrants, guarantees and represents to County, upon which County expressly relies, that Tenant is knowledgeable of all such governmental laws and regulations governing hazardous and/or toxic waste, ground water contamination, air and water pollution, oil spills, sanitary and industrial waste, pollutants, cooling water and industrial storm water drainage insofar as those laws, regulations and ordinances are applicable to Tenant's conduct of its operations upon the Premises. Tenant further expressly covenants, warrants, guarantees and represents that it, or its vendor or contractor, is fully qualified to handle and dispose of any and all hazardous or toxic waste materials and other pollutants and contaminants resulting from or arising out of its operations, in a manner that 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 responsibility and liability for compliance with all such governmental laws and regulations in the handling and disposal of all hazardous waste or toxic materials and all pollutants or contaminants of any kind resulting from or arising out of Tenant's operations conducted on the Airport, and, prior to commencement of any such operations pursuant to this Lease, Tenant shall secure all applicable permits, and properly make all necessary notifications, as may be required by any governmental agency having jurisdiction over the Airport. Tenant further represents, warrants, guarantees and covenants to County, upon which County hereby expressly relies, that Tenant, its employees, agents, contractors, and those persons that are required to be so trained working for, or on behalf of, Tenant have been fully and properly trained in the handling of all such hazardous and toxic waste materials, and other pollutants and contaminants, and that such training, at a minimum, complies with any and all applicable Federal, State and local laws, ordinances, regulations, rulings, orders and standards, as now or hereafter amended.
- E. Tenant shall provide to County satisfactory documentary evidence of all such requisite legal permits and notifications, as hereinabove required and as may be further required, upon request, from time to time by County.

- F. If Tenant is deemed to be a generator of hazardous waste, as defined by State, Federal or local law:
- (1) Tenant shall obtain an EPA identification number and the appropriate generator permit and shall comply with all requirements imposed by Tenant's generator status, but not limited to, ensuring that the appropriate transportation and disposal of such materials are conducted in full compliance with the law;
 - (2) Provisions shall be made by Tenant to have an accurate inventory list (including quantities) of all such hazardous, toxic, and other contaminated or polluted materials normally maintained on the premises, and not engaged in active transportation, whether stored, disposed of, or recycled, available at all times on the Premises for inspection at any time by County;
 - (3) Tenant shall notify the Palm Beach County Solid Waste Authority, Palm Beach County Environmental Resources Management Department, and such other agencies as County may from time to time designate, of all applicable hazardous waste activities so that Tenant 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 20 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 written notice from the Department or as expeditiously as reasonably possible if the default cannot be completely cured within the ten (10) day period. Tenant shall be strictly liable for, and hereby expressly assumes responsibility for, all citations, fines and the costs of 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 any pollutants or contaminated materials, as same are defined by law, by Tenant or by any of Tenant's employees, suppliers of service, furnishers of materials or other invitees, regardless of whether or not a default notice has been issued and notwithstanding any other obligations imposed upon Tenant pursuant to the terms of this 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 18 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 20.04(H) shall survive the expiration or termination of this Lease.

ARTICLE 21
AMERICANS WITH DISABILITIES ACT

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

ARTICLE 22
DISCLAIMER OF LIABILITY

COUNTY HEREBY DISCLAIMS, AND TENANT HEREBY RELEASES COUNTY, FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE AND NUISANCE), FOR ANY LOSS, DAMAGE, OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY TENANT, ITS EMPLOYEES, AGENTS, OR INVITEES DURING THE TERM OF THIS LEASE OR ANY EXTENSION THEREOF INCLUDING, BUT NOT LIMITED TO, LOSS, DAMAGE OR INJURY TO THE IMPROVEMENTS OR PERSONAL PROPERTY OF TENANT OR TENANT'S BUSINESS INVITEES THAT MIGHT BE LOCATED OR STORED ON THE PREMISES, UNLESS SUCH LOSS, DAMAGE OR INJURY IS JUDICIALLY DETERMINED TO HAVE BEEN CAUSED BY COUNTY'S SOLE NEGLIGENCE OR IS CAUSED BY COUNTY'S BREACH OF ITS OBLIGATIONS UNDER THIS LEASE. THE PARTIES HERETO EXPRESSLY AGREE THAT UNDER NO CIRCUMSTANCES SHALL COUNTY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY,

NEGLIGENCE, AND NUISANCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR ANY OTHER DAMAGE RELATED TO THE LEASING OF THE PREMISES, OR LICENSE TO USE THE LICENSED AREAS, 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.

ARTICLE 23
REMEDIES CUMULATIVE

The rights and remedies of the parties hereto with respect to any of the terms and conditions of this Lease shall be cumulative and not exclusive and shall be in addition to all other rights and remedies of the parties., subject only to the limitations expressly set forth in this Lease.

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 Airport or the portion thereof wherein the Premises are located for public purposes for a period in excess of ninety (90) days, either party may terminate this Lease by providing written notice of such termination to the other party and the parties shall thereupon be released and fully discharged from any and all liability hereunder arising after such termination or as a result thereof. This Section 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 Federal Review. This Lease is subject to any applicable review by the Federal Aviation Administration to determine satisfactory compliance with Federal law and this Lease shall be in full force and effect and binding upon both parties pending review and approval by said Federal Aviation Administration, if applicable; provided, however, that upon such review all parties hereto agree to modify any of the terms hereof that shall be determined by the Federal Aviation Administration to be in violation of existing laws, regulations or other legally binding requirements. If, however, any such modification materially reduces the rights and privileges that Tenant has under the terms of this Lease or materially increases the obligations, or the cost of performing the obligations, that Tenant has under the terms of this Lease, Tenant may terminate this Lease by delivering written notice to County.

24.03 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 the County of Palm Beach, of the right to assess, levy, and collect any ad valorem, non ad valorem, license, personal, intangible, occupation, or other tax that shall be lawfully imposed on the Premises or the business or property of Tenant.

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

24.05 Right of Flight. County reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft now known or hereafter used, for navigation of, or flight in, said airspace for landing on, taking off from, or operating on the Airport.

24.06 Operation of Airport. Tenant expressly agrees for itself, its sublessees, successors and assigns, to prevent any use of the Premises that would interfere with or adversely affect the operation, maintenance or development of the Airport, or otherwise constitute an Airport hazard.

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

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

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

ARTICLE 25 **NON-DISCRIMINATION**

25.01 Non-discrimination in Benefits and Services. Tenant for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, religion, familial status, marital status, age or disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) in the construction of any improvements on, over, or under the Premises and the furnishing of services thereon, no person on the grounds of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, religion, familial status, marital status, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) Tenant shall use the Premises in compliance

with all other requirements imposed by or pursuant to Title 49 Code of Federal Regulations (CFR), Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended. In the event of breach of any of the above non-discrimination covenants, County shall have the right to terminate this Lease and to re-enter and repossess the Premises and the facilities thereon, and hold the same as if said Lease had never been made or issued. This provision shall not be effective until the procedures of 49 CFR Part 21 are followed and completed, including exercise or expiration of appeal rights. Tenant, for itself, its successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained or otherwise operated on the Premises for a purpose for which a Department of Transportation (DOT) program or activity is extended or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

25.02 Disadvantaged Business Enterprise/Affirmative Action. Tenant acknowledges that the provisions of 49 CFR, Part 26, Disadvantaged Business Enterprises (DBE), and 14 CFR, Part 152, Affirmative Action Employment Programs, may be applicable to the activities of Tenant under the terms of this Lease, unless exempted by said regulations, and hereby agrees, if such provisions are applicable, to comply with all requirements of the Department, the Federal Aviation Administration, and the U.S. Department of Transportation, in reference thereto. These requirements may include, but not be limited to, the compliance with DBE and/or Employment Affirmative Action participation goals, the keeping of certain records of good faith compliance efforts, which would be subject to review by the various agencies, the submission of various reports, and including, if directed by the Department, the contracting of specified percentages of goods and services contracts to Disadvantaged Business Enterprises. Failure to comply with these requirements, if applicable, shall be grounds for default and cancellation of this Lease. Any cancellation pursuant to this Section 25.02 shall not be effective until the procedures specified in said Federal regulations and such other procedures that are established by County are completed, including exercise or expiration of any 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 sewage or drainage facility, or caused by natural physical conditions on the Premises, whether on the surface or underground, including stability, moving, shifting, settlement of ground, or displacement of materials by fire, water, windstorm, tornado, hurricane, act of God or state of war, civilian commotion or riot, or any cause beyond the control of County. All personal property placed on or moved on to the Premises shall be at the sole risk of Tenant. County shall not be liable for any damage or loss of any personal property placed or moved on to the Premises.

ARTICLE 27
AUTHORIZED USES ONLY

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

ARTICLE 28
MISCELLANEOUS

28.01 Waiver. The failure of either party to insist on a strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that either party may have for any subsequent breach, default, or non-performance, and neither parties' right to insist on strict performance of this Lease shall be affected by any previous waiver or course of dealing.

28.02 Subordination.

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

- B. Subordination to Federal Agreements. This Lease shall be subject and subordinate to all the terms and conditions of any instrument and documents under which County acquired the land or improvements thereon, of which the Premises are a part, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Tenant understands and agrees that this Lease shall be subordinate to the provisions of any existing or future agreement between County and the United States of America or State of Florida, or any of their agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of State or Federal funds for the development of the Airport.

28.03 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.

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

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

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

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

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

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

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

County:

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

With a copy to:

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

Tenant:

Gate Gourmet, Inc.
Corporate Real Estate Department
Suite 800
11710 Plaza America Drive
Reston, VA 20190
Fax: 703-964-2399

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.

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

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

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

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

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

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

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

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

28.19 Consent or Action. In this Lease is silent as to the standard for any consent, approval, determination, or similar discretionary action, the standard shall be at the sole, absolute and unfettered discretion of the County or Department, rather than any implied standard of good faith, fairness or reasonableness. Wherever this Lease requires the County or Department's consent or approval or permits the County or Department to act, such consent, approval or action may be given or performed by the Director.

28.20 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.

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

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

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

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

(Remainder of page left blank intentionally)

IN WITNESS WHEREOF, County has caused this Lease to be signed by the Chair of the Board of County Commissioners and the seal of the Board to be affixed hereto and attested by the Clerk of the Board, pursuant to the authority granted by the Board, and Tenant has caused these presents to be signed in its lawful name by its duly authorized officers.

ATTEST:

SHARON R. BOCK,
CLERK AND COMPROLLER

By: _____
Deputy Clerk

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

By: _____
Chair

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: [Signature]
Director, Department of Airports

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

[Signature]
Signature
Carol J. Dodson
Print Name

[Signature]
Signature
KELLY TOM
Print Name

GATE GOURMET, INC.
a Delaware Corporation

By: [Signature]
Signature
Kristin K. Brown
Print Name
VP + General Counsel
Title

(Seal)

EXHIBIT "A"

Assigned Building Premises
(Building 1169-Unit "C")

AREA: 3,089.7 SFT

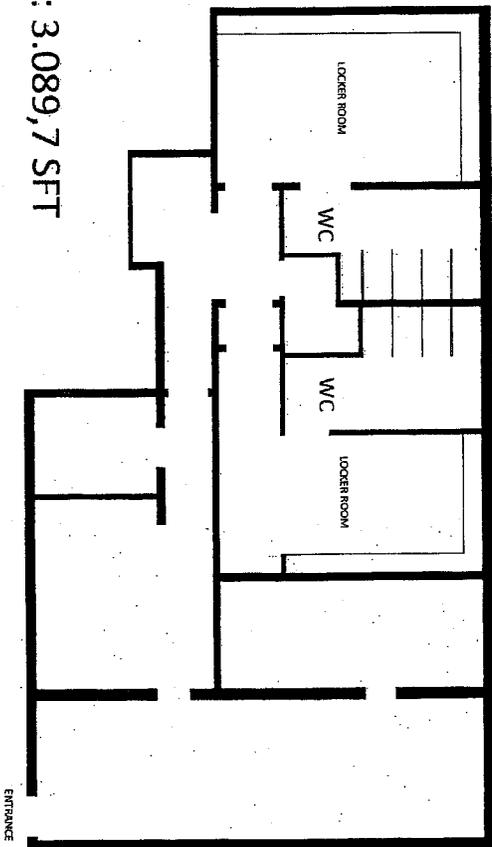
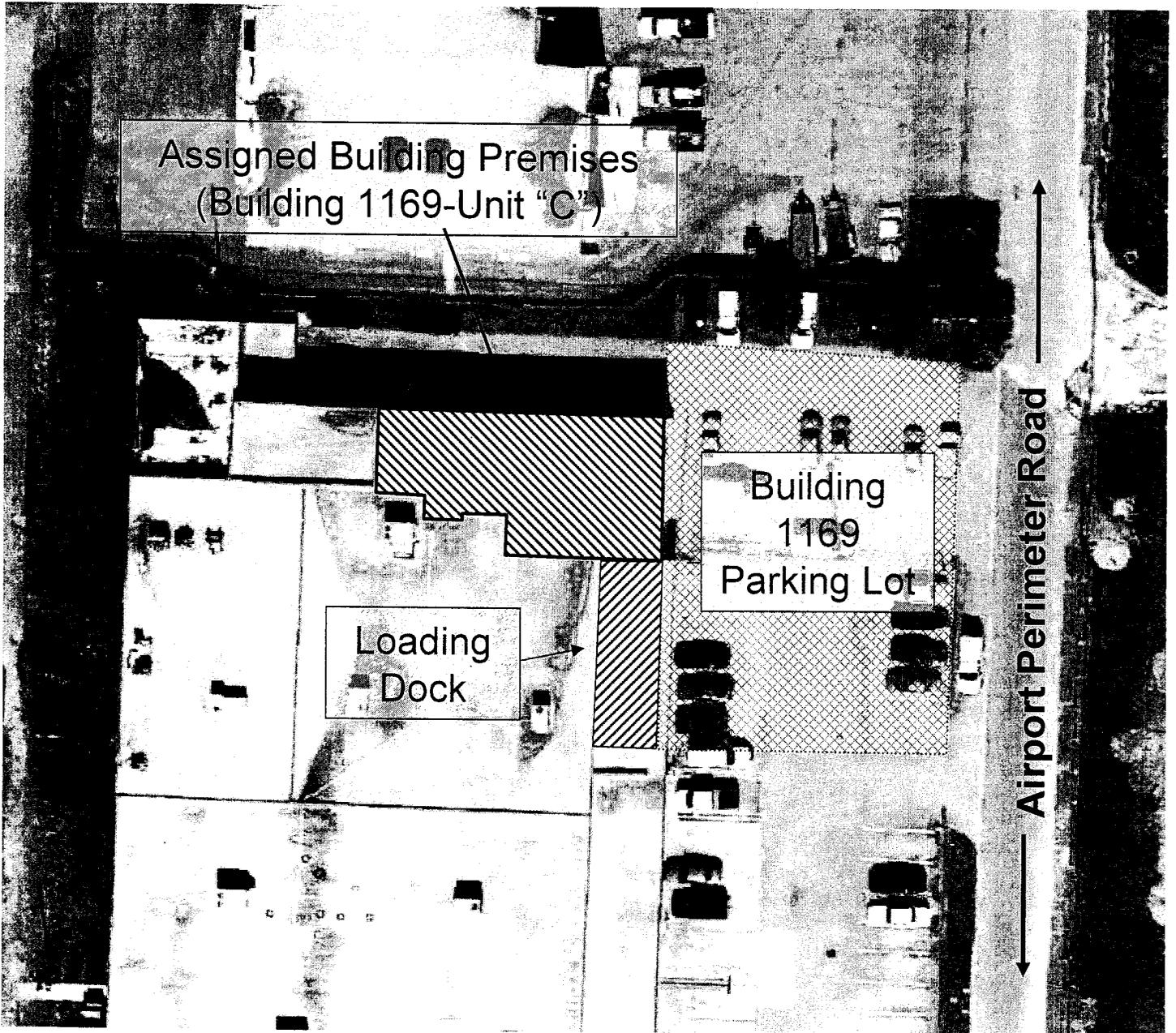


EXHIBIT "B"
"Licensed Areas"



Certificate of Insurance



8 Devonshire Square
London
EC2M4PL
tel: 0207 623 5500
fax: 0207 621 1511

5th November 2010

TO WHOM IT MAY CONCERN

C09/GATE-GATU/143

THIS IS TO CERTIFY that as Insurance Brokers we have placed Insurance in the name of GATEGROUP HOLDING AG and/or their associated, affiliated and subsidiary companies, including inter alia GATE GOURMET, INC. for their respective rights and interests (hereinafter called the "Insured") covering their operations, whilst operating anywhere in the World, against the following risks and up to the limits stated :-

AVIATION THIRD PARTY LEGAL LIABILITY, (including Automobile / Vehicle Liability at airports/airfields), for a Combined Single Limit (Bodily Injury/Property Damage) of USD 5,000,000 any one occurrence, unlimited in all, but in the annual aggregate in respect of Products Legal Liability.

The coverage provided in respect of motor vehicles shall be a) for the combined single limit stated above whilst vehicles are airside in an area where the statutory Road Traffic Act or local equivalent does not apply or b) the difference between the combined single limit stated above and the amount required by the statutory Road Traffic Act or local equivalent whilst vehicles are airside in an area where the statutory Road Traffic Act or local equivalent does apply.

The foregoing limit of liability includes coverage in respect of War and Allied Risks in accordance with the Extended Coverage Endorsement (AVN 52G) but such coverage is limited to USD 5,000,000 in the annual aggregate.

NOTE : THE ABOVE MENTIONED AGGREGATE LIMITS MAY BE REDUCED OR EXHAUSTED BY VIRTUE OF CLAIMS MADE BY ANY MEMBER OF THE GATE GOURMET GROUP OF COMPANIES COVERED UNDER THIS POLICY.

It is further certified that in respect of a Short-Term Lease Agreement entered into by Gate Gourmet, Inc. with Palm Beach International Airport Insurers have agreed to the following:

1. To include Palm Beach County, a Political Subdivision of the State of Florida, its Board of County Commissioners, Officers, Employees and Agents, c/o Palm Beach County Department of Airports, 846 Palm Beach International Airport, West Palm Beach, Florida 33406" as additional insureds (the "Additional Insured") for their respective rights and interests.

A handwritten signature in black ink, appearing to be "R/S", located in the bottom right corner of the page.

2. To waive all rights of subrogation against the Additional Insured.
3. The insurance evidenced hereon shall be primary and non-contributory with any other insurance maintained by the Additional insured.
4. To give Thirty (30) days (but seven (7) days or such lesser period as may be customarily available in respect of War and Allied Perils) prior written notice in the event of material change or cancellation of the said insurances. Notice will NOT however be given at normal expiry date.

Coverage is subject inter-alia to:

Date Recognition Exclusion Clause AVN 2000A,
Date Recognition Limited Coverage Clause AVN 2002A.

Subject to the terms, conditions, limitations, exclusions and cancellation provisions of the relative Policy Number AK0907241 whose period is 24th December 2009 to 23rd December 2010 both days inclusive local standard time at the address of the Insured.

Aon Limited, Aviation



Authorised Signatory

Aon is not an insurer (or reinsurer) of any of these coverages. Except in the case of Aon's fraud or deliberate misstatement, this Certificate is issued without any liability in any circumstances on the part of Aon Ltd, or the members of the Aon group of companies or their respective directors and staff, past and present. Claims against Aon in respect of or arising out of this Certificate must be brought exclusively in the English courts and will be governed by English law.

Aon Limited, Aviation are authorised by the Reinsurers to issue evidence of reinsurance on their behalf as required subject to the terms, conditions, limitations, exclusions and cancellation provisions of the Policy(ies). In the event that the Original Insurance Policy effected with the Reinsured is terminated or cancelled for any reason, the reinsurance coverage certified under this Certificate will also be terminated or cancelled from the same time and date.

PRODUCER
Aon Risk Services Northeast, Inc.
Boston MA Office
One Federal Street
Boston MA 02110 USA

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

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

INSURED
Gate Gourmet, Inc.
11710 Plaza America Drive, Suite 800
Reston VA 20190 USA

COMPANIES AFFORDING COVERAGE

COMPANY A	Insurance Company of the State of PA
COMPANY B	
COMPANY C	
COMPANY D	

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERED PROPERTY	LIMITS
A	<input checked="" type="checkbox"/> PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input checked="" type="checkbox"/> SPECIAL <input type="checkbox"/> EARTHQUAKE <input type="checkbox"/> FLOOD	7532536	07/01/10	07/01/11	<input type="checkbox"/> BUILDING	
					<input type="checkbox"/> PERSONAL PROPERTY	
					<input type="checkbox"/> BUSINESS INCOME w/o Extra Expense	
					<input type="checkbox"/> EXTRA EXPENSE	
					<input type="checkbox"/> BLANKET BUILDING	
					<input type="checkbox"/> BLANKET PERS PROP	
					<input checked="" type="checkbox"/> BLANKET BLDG & PP	\$1,000,000
					<input checked="" type="checkbox"/> Boiler &	\$1,000,000
					<input checked="" type="checkbox"/> Boiler &	\$77,811
						INLAND MARINE
	TYPE OF POLICY					
	CAUSES OF LOSS					
	<input type="checkbox"/> NAMED PERILS					
	<input type="checkbox"/> OTHER					
	CRIME					
	TYPE OF POLICY					
	BOILER & MACHINERY					
	OTHER					

LOCATION OF PREMISES \ DESCRIPTION OF PROPERTY

RE: Rental of space.

SPECIAL CONDITIONS / OTHER COVERAGES

Real & Personal Property - Replacement Cost - Covered Perils - Risk of Direct Physical Loss or Damage to Covered Property except as excluded within the policy. Palm Beach County Department of Airports is included as Loss Payee per the applicable endorsement as required by written contract, but limited to the operations of

CERTIFICATE HOLDER

Palm Beach County Department of Airports
Attn: Ray Walter-Director of Properties
846 Palm Beach International Airport
West Palm Beach FL 33406 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE *Aon Risk Services Northeast, Inc.*

Holder Identifier : 570040750613 Certificate Number :

Attachment to ACORD Certificate for Gate Gourmet, Inc.

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

INSURED

Gate Gourmet, Inc.
 11710 Plaza America Drive, Suite 800
 Reston VA 20190 USA

COMPANIES AFFORDING COVERAGE	
COMPANY	
COMPANY	
COMPANY	
COMPANY	

ADDITIONAL POLICIES

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

Co Ltr	Type of Insurance	Policy Number	Policy Eff. Date	Policy Expir.	Limits	
A	PROPERTY	7532536	07/01/10	07/01/11	Deductible	\$98,063

LOCATION OF PREMISES \ DESCRIPTION OF PROPERTY

SPECIAL CONDITIONS / OTHER COVERAGES

the Insured under said contract, with respect to the Property policy. Cancellation Provision shown herein is subject to shorter or longer time periods depending on the jurisdiction of, and reason for, the cancellation.

Certificate Number : 570040750613



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/26/2010

Page 1 of 2

PRODUCER Willis of Arizona, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191		877-945-7378 RECEIVED 2010 APR -2 PM 1:07	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 Gate Gourmet, Inc. 11710 Plaza America Drive Suite 800 Reston, VA 20190		846 PALM BEACH BLVD.	INSURERS AFFORDING COVERAGE	NAIC#
			INSURER A: Travelers Property Casualty Company of Am	25674-003
			INSURER B: Travelers Indemnity Co. of America	25666-001
			INSURER C: Charter Oak Fire Insurance Co.	25615-001
			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	
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
A	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	TC2JCAP1762B056TIL10	4/1/2010	4/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$	
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$	
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	TC2HUB1762B07A10	4/1/2010	4/1/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
C		Y/N <input type="checkbox"/> SPECIAL PROVISIONS below	TROUB1762B06810	4/1/2010	4/1/2011	E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000	
		OTHER					

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

THIS CERTIFICATE VOIDS AND REPLACES ANY PREVIOUSLY ISSUED CERTIFICATE.

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its officers, employees and agents are named as Additional Insureds on Automobile Liability if required by written contract.

Coverage does not apply to airport premises with respect to Automobile Liability policy.

CERTIFICATE HOLDER

Palm Beach County Department of Airports
 Attn: Steven Falzone, Asst Airport Properties
 846 Palm Beach International Airport
 West Palm Beach, FL 33460-1470

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

John B. Jacobs

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

11710 Plaza America Drive
Suite 800
Reston, VA 20190

VENDOR NAME: PALM BEACH CO. DEPT. OF AIRPORTS
ACCT W/ VENDOR: VENDOR NO: 103772
DOC NO: 1239130 CHECK NO. 170533

COMPANY	VENDOR INVOICE NO.	DOCUMENT DATE	REFERENCE	AMOUNT
2139	SECDEP110310	11/03/2010	Security Deposit	9,000.00
				9,000.00

RECEIVED
2010 NOV -5 AM 11:01
DEPT. OF AIRPORTS
BLDG. 846, PBIA

(COPY)

Gate Gourmet

CN144088

AP CHECK NUMBER
170533

THE FACE OF THIS DOCUMENT FEATURES A VOID BACKGROUND AND MICROPRINTING.

11710 Plaza America Drive
Suite 800
Reston, VA 20190

NOT VALID 90 DAYS FROM
DATE 11/03/2010
MM/DD/YYYY

PAY *****9,000.00* USD

Gate Gourmet, Inc.

Pay to the order of
PALM BEACH CO. DEPT. OF AIRPORTS
846 PALM BEACH INT'L AIRPORT
WEST PALM BEACH FL 33406-1470

HSBC Bank
New York, NY



⑈ 170533 ⑈ ⑆021306822⑆ 797301542⑈

C E R T I F I C A T E
(Corporation)

The undersigned hereby certifies that the following are true and correct statements:

1. That Mike Hargett is the Secretary of Gate Gourmet Inc., a corporation organized and existing in good standing under the laws of the State of Delaware, hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as of the 5th day of November, 2010, in accordance with the laws of the State of Delaware, the Articles of Incorporation and the By-laws of the Corporation:

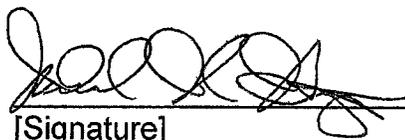
RESOLVED, that the Corporation shall enter into that certain Short-Term Lease Agreement between Palm Beach County, a political subdivision of the State of Florida and the Corporation (the "Agreement"), a copy of which is attached hereto; and be it

FURTHER RESOLVED, that Kristin K. Brown, the Vice President and General Counsel of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

2. That the foregoing resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.

3. That the Corporation is in good standing under the laws of the State of Florida, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 5th day of November, 2010.



[Signature]

Corporate Seal

MICHAEL K. HARGETT, Secretary

Gate Gourmet, Inc.