

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: May 17, 2011

☒ Consent ☐ Regular
☐ Workshop ☐ Public Hearing

Submitted By: Department of Airports

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: Seven (7) original Documents for the Department of Airports.

A. Consent to Sublease for a Sublease Agreement between Florida Airmotive, Inc. and Thomas A. Toop, commencing 3/1/2011. **(HF)**

B. Consent to Sublease for a Sublease Agreement between Galaxy Aviation of Palm Beach, Inc. and Cariblink Inc., commencing 3/1/2011. **(HF)**

C. Consent to Sublease for a Sublease Agreement between Jet Aviation Associates, Ltd. and Boca Aircraft Maintenance, commencing 3/15/2011. **(HF)**

D. Consent to Sublease for a Sublease Agreement between Jet Aviation Associates, Ltd. and CH Aircraft, LLC, commencing 3/15/2011. **(HF)**

E. Consent to Sublease for a Sublease Agreement between Jet Aviation Associates, Ltd. and GRJ Flying Service, LLC, commencing 12/1/2010. **(HF)**

F. General Aeronautical Services Permit with F. B. Enterprises, LLC d/b/a Top Flight Aviation Services, commencing 3/18/2011, expiring 9/30/2011, automatically renewed on year-to-year basis (10/1 through 9/30). **(HF)**

G. Hotel-Motel Courtesy Shuttle Operator Permit with Phillips Palm Beach, Inc., d/b/a Holiday Inn Palm Beach Int'l Airport, commencing 10/1/2010, terminating 9/30/2011, automatically renewed on yearly basis (10/1 through 9/30). **(AH)**

Summary: Delegation of authority for execution of the standard County agreements above was approved by the BCC in R-1994-1453, R-2010-0707 and R-2010-0708.
Countywide

Background and Justification: N/A

Attachments: Seven (7) Standard Agreements for the Department of Airports

Recommended By:

Department Head

Date

Approved By:

County Administrator

Date

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
External Revenues (Grants)	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	* ~0~ See below				
# 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:

* All receive and file items attached are direct or indirect revenue contracts to the County. Items A. through E. are sublease agreements which have no direct fiscal impact to the County. Items F. and G. are revenue impacts of approximately \$500 combined, annually, for permit fees, with the possibility of additional concession fees to the County depending on business activity.

C. Departmental Fiscal Review: MM Sumner

III. REVIEW COMMENTS

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

N. H. 4/27/11
OFMB VA
4/25/11
4/27/11

David L. Jacobson 4/27/11
Contract Dev. and Control

B. Legal Sufficiency:

These
~~This item complies~~ with current
County policies.

7/27/11
Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 9/03
ADM FORM 01

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

CONSENT TO SUBLEASE

PALM BEACH COUNTY, a political subdivision of the State of Florida, "COUNTY", by and through its Department of Airports, under that certain Lease Agreement (R86-712) with Florida Airmotive, Inc., the "LESSEE", dated May 13, 1986, hereby consents to LESSEE's entering into a Sublease Agreement with Thomas A. Toop, the "SUBLESSEE", dated March 1, 2011, for the leasing of certain premises contained within the leasehold of LESSEE under the Lease Agreement.

Notwithstanding any provision of the Sublease Agreement to the contrary, the COUNTY hereby rejects any such provision in the Sublease Agreement, if any, which gives a greater right to the SUBLESSEE than that which the LESSEE has and, further, the COUNTY rejects any provision of the Sublease Agreement which purports to give the SUBLESSEE a right or interest in the premises independent of the LESSEE's Lease Agreement with the COUNTY. It is the express intent of the COUNTY in giving its consent that any forfeiture, loss, or termination of the LESSEE's Agreement shall automatically terminate any sublease of the premises. In giving its consent to sublease the premises, Palm Beach County does not in any manner adopt, accept, or approve the terms of the Sublease Agreement.


LESSEE further acknowledges and agrees that it shall remain liable to COUNTY for all rights and obligations contained in its Lease Agreement with the COUNTY.

APR 11 2011

APPROVED this ____ day of _____ 20__, by the County Administrator or the Director of the Department of Airports on behalf of and pursuant to the authority granted by the Board of County Commissioners.

By: 
Title: Director of Airports

Approved as to Form and Legal
Sufficiency:

By: 
County Attorney

This Lease,

Made this 1st day of March, 2011, A.D.

By and Between

FLORIDA AIRMOTIVE, INC.

Herin called the lessor, and

Thomas A. Toop

Herein called the lessee, address

5917 Via Vermilya, Apt. 203B, Lantana, FL 33462
561-346-8441

Witnesseth, that in consideration of the covenants herin contained, on the part of the said lessee to be kept and performed, the said lessor do hereby lease to the said lessee, the following described property:

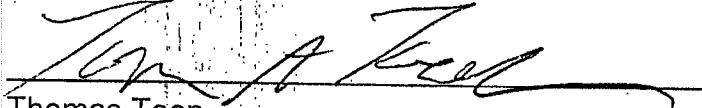
Hangar #207 in row 200. Any interior painting, flooring, or ceiling will be accomplished by Lessee. Air Conditioners and maintenance to be furnished by the Lessee. A Premise Liability Insurance policy minimum of 100/300 naming Florida Airmotive Inc. and Palm Beach County will be kept in effect during the term of the Lease by the Lessee. Lessor will not be responsible for any damage or consequential damage caused by wind, hail, flood, rain or hurricane. No fuel will be sold, delivered or put into any aircraft or vehicle, any aircraft tied down or parked will pay Florida Airmotive Inc., at the rate prescribed by P.B.C. Dept. of Airports. The premise will not be used for habitation. Lessee is aware of the elevation of the floor and holds Sub-Lessors and Palm Beach County harmless from high water. A copy of Florida Airmotive's base Lease dated 5/13/86 is incorporated by reference such Sub-Lessee agrees to be bound by said Lease and to comply with all the terms and provisions thereof. Sub-Lessee agrees to comply with P B C's Airport Rules & Regulations as well as the Stormwater Pollution Prevention Plan and Florida Department of Environmental Protection (FDEP) Multi-Sector Generic Permit (MSGP). Payments shall be made in advance with full payment made prior to the first day of each month and considered late after the tenth of each month. A late charge of fifty (\$50) dollars will be charged for payments after the first of each month. In the event of a default by the Sub-Lessee in the payment of the rent hereunder, the Sub-Lessor may terminate this lease upon thirty days written notice to Sub-Lessee. The Sub-Lessee may cure this default at any time within fifteen day period. Fees and costs to collect or repair the defaults, including legal fees shall be bourn by the Lessee.


To have and To Hold for the term of month to month

from the 1st day of March, 2011, A.D., the said lessee paying therefore the Monthly rent of One Thousand Dollars And the said lessee covenant with the said lessor to pay the said rent in Monthly payments of \$1,000.00 each before the 1st day of each and every Month. A 3% increase will be in effect each year in March, the first payment to be made on the 1st day of March, 2011 plus 6% sales tax and any other tax that may apply to the premises, to make no unlawful, improper or offensive use of the premises; not to assign this lease or to sublet any part of said premises without the written consent of the lessor; not to use said premises for any other purpose than as aircraft storage and to quit and deliver up said premises at the end of said term in as good condition as they are now (ordinary wear and decay and damage by the elements only excepted). And the said lessee hereby covenant and agree that if default shall be made in the payment of the rent as aforesaid, or if the said lessee shall violate any of the covenants of this lease, then said lessee shall become tenant at sufferance, hereby waiving all right of notice, and the lessor shall be entitled immediately to re-enter and re-take possession of the demised premises.

Witness our hands this 1st day of March, 2011, A.D.

Signed, Sealed and Delivered:


Thomas Toop


Owen H. Gassaway III, President
Florida Airmotive, Inc.

State of Florida

Palm Beach County

Witness

Witness

Witness

Witness

Approval / Acknowledgment by Department of Airports
Palm Beach County as Agent for
Palm Beach County of the Lease is given on an
attached, executed, CONSENT TO SUBLEASE form.

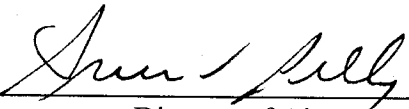
CONSENT TO SUB-SUBLEASE

PALM BEACH COUNTY, a political subdivision of the State of Florida, the "COUNTY", by and through its Department of Airports, under that certain Lease Agreement with Galaxy Aviation of Palm Beach, Inc. (the "LESSEE"), dated October 18, 2000 (R-2000-1067), as amended (the "Master Lease Agreement"), hereby consents to SUBLESSEE, Rotortech Services, Inc. (the "SUBLESSOR"), entering into a Sub-Sublease Agreement dated March 1, 2011, and commencing on March 1, 2011, (the "Sub-Sublease") with SUB-SUBLESSEE, Cariblink Inc., (the "SUB-SUBLESSEE") for the Sub-Sublease of certain premises contained within the leasehold of LESSEE under the Master Lease Agreement.

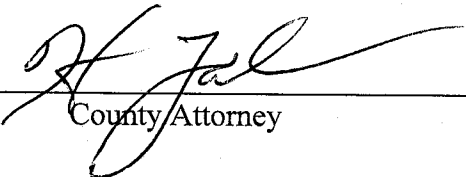
Notwithstanding any provision of the Sub-Sublease to the contrary, the COUNTY hereby rejects any such provision in the Sub-Sublease, if any, which gives a greater right to the SUB-SUBLESSEE than that which the LESSEE has and, further, the COUNTY rejects any provision of the Sub-Sublease which purports to give the SUB-SUBLESSEE a right or interest in the premises independent of the LESSEE's Master Lease Agreement with the COUNTY. It is the express intent of the COUNTY in giving its consent that any forfeiture, loss, or termination of the LESSEE's Master Lease Agreement shall automatically terminate any sublease and sub-sublease of the premises. In giving its consent to sub-sublease the premises, Palm Beach County does not in any manner adopt, accept, or approve the terms of the Sub-Sublease or alter the terms of the Sub-Sublease.

It is the COUNTY's intent that the LESSEE shall remain liable to COUNTY for all rights and obligations contained in its Master Lease Agreement with the COUNTY.

APPROVED this ___ day of APR 04 2011 20__, by the County Administrator or the Director of the Department of Airports on behalf of and pursuant to the authority granted by the Board of County Commissioners.

By: 
Title: Director of Airports

Approved as to Form and Legal
Sufficiency:

By: 
County Attorney

STORAGE/OFFICE AGREEMENT

Lessee ("Lessee"): **Cariblink Inc. (an Information Technology company)**

Lessee's Address: 3425 Thoroughbred Run
Lake Worth, FL 33449

Lessor: **Rotortech Services, Inc.**

1. **Storage/Office Space.** Included in this Agreement is Storage/Office Space # 205 in the Building at 4095 Southern Boulevard, West Palm Beach, Florida, more particularly set forth in Exhibit "A" hereto (hereinafter called "Storage/Office Space"), which space is to be used for administrative functions of Lessee.

2. **Term of Agreement.** This Agreement shall commence on the 1 day of March, 2011 ("Commencement Date") and ending on the 29 day of Feb, 2012 ("Termination Date") unless sooner terminated as provided herein or extended by mutual agreement.

3. **Rent.** Lessee agrees to pay Lessor monthly rent in the amount of \$ 600.00 (plus any partial month if the Commencement Date is not the first day of a month) together with any sales tax thereon, in advance without demand on the first day of each and every calendar month during the term without deductions or set-offs. If the term of this Agreement shall begin during a calendar month, then in order that the Rent may be placed on a calendar month basis, the Rent for such portion of the particular calendar month at the beginning of the term, shall be apportioned.

4. **Security Deposit.** Lessee, concurrently with the execution of this Agreement, has deposited with Lessor \$ 0.00 for Security Deposit. The Security Deposit shall be retained by Lessor as security for payment by Lessee of the Rent herein agreed, and may be applied by Lessor to pay such items and the amounts applied shall immediately be replenished by Lessee.

5. **Late Payment Charges.** In the event payment of any one month's installment of Rent is not submitted to Lessor by the fifth (5th) day of the month, Lessee agrees to pay a late payment charge of ten percent (10%) of the Rent. In the event payment of any two months' Rents, or any portion thereof, is not submitted to Lessor within five days past the due date for the second month's Rent, Lessee authorizes Lessor, without notice, to seize and take possession of arrears of Rent without being deemed guilty in any manner of trespassing or conversion.

6. **Lessee's Responsibilities; Insurance.** Lessee shall assume all risks incidental to, or in connection with, its activities conducted hereunder and shall be solely responsible for all accidents or injuries of whatever nature or kind to persons or property caused by Lessee's operations and shall indemnify, defend and save harmless Lessor from any penalties for violation of any law, ordinance or regulation affecting its operation, and from any and all claims, suits, losses, damages or injuries to persons or property of whatsoever kind or nature arising directly or indirectly out of the operation of such business, or resulting from the carelessness, negligence, or improper conduct of Lessee or any of its employees, agents, invitees or guests.

7. **Loss or Damage.** Lessor shall not be liable or responsible for any loss or damage to any property or person occasioned by theft, fire, water, Act of God, public enemy, injunction, riot, strike, insurrection, war, terrorism, court order, requisition or order of governmental body or authority, or other matter beyond the control of Lessor, or for any damage or inconvenience which may arise through repair or alteration of any part of the Premises, its equipment or mechanical systems, or failure to make any such repairs or from any cause whatever unless caused solely by Lessor's negligence.

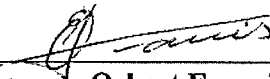
8. **Applicable Law; Attorney's Fees.** This Agreement shall be construed in accordance with the laws of the State of Florida. The parties acknowledge that each has been represented by counsel, or has had the opportunity to do so, and that this Agreement shall not be more strictly construed against one party than against the other by virtue of the fact that it may have been physically prepared by one party or its attorneys, both parties (and their attorneys) having participated in the negotiation, drafting and preparation of this Agreement. If there is a dispute regarding any of the terms or provisions of this Agreement, the prevailing party will be entitled to receive, from the other, reasonable attorney's fees and all expenses and costs incurred to remedy the default (including costs and fees relating to any appeal) and in enforcement of any remedy.

9. **Hold Harmless of Lessor.** In consideration of this Agreement, Lessee agrees that Lessee, at all times, will indemnify and hold harmless Lessor from all losses, damages, liabilities and expenses (including reasonable legal fees and costs at all levels) whatsoever which may arise or be claimed against Lessor and be in favor of any persons, firms or corporations, for any injuries or damages to the persons or property of any persons, firms or corporations, consequent upon or arising from any acts, omissions, neglect or fault of Lessee, Lessee's agents, employees or invitees, or consequent upon or arising from Lessee's failure to comply with the terms and provisions of this Agreement or, to the extent of compliance required of Lessee under this Agreement, any laws, statutes, ordinances, codes or regulations; and Lessor shall not be liable to Lessee for any damages, losses or injuries to the persons or property of Lessee which may be caused by the acts, neglects, omissions or faults of any persons, firms or corporations; and that Lessee will indemnify and keep harmless Lessor from all damages, liabilities, losses, injuries or expenses which may arise or be claimed against Lessor and be in favor of any persons, firms or corporations, for any injuries or damages to the person or property of

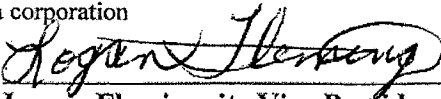
any persons, firms or corporations, where said injuries or damages arose about or upon the Premises as a result of the negligent act or omission of Lessee, Lessee's agents, employees or invitees. In case Lessor shall be made party to any litigation commenced against Lessee or Lessor for which Lessor is indemnified hereunder, then Lessee shall protect and hold Lessor harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Lessor in connection with such litigation and any appeal thereof.

LESSEE:

Cariblink Inc.

By: 
Print name: **Osbert Francis**
Title: **CEO, President**

LESSOR:
ROTORTECH SERVICES, INC.
a Florida corporation

By: 
Logan Fleming, its Vice President

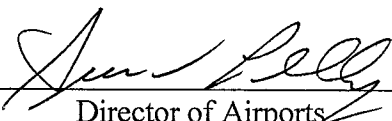
CONSENT TO SUBLEASE

PALM BEACH COUNTY, a political subdivision of the State of Florida, the "COUNTY", by and through its Department of Airports, under that certain Lease Agreement with Jet Aviation Associates, Ltd. (the "LESSEE"), dated November 23, 1999 (R-99-2239), as amended (the "Lease Agreement"), hereby consents to LESSEE entering into a Sublease Agreement dated March 15, 2011, and commencing on March 15, 2011, (the "Sublease") with Boca Aircraft Maintenance, (the "SUBLESSEE") for the sublease of certain premises contained within the leasehold of LESSEE under the Lease Agreement.


Notwithstanding any provision of the Sublease to the contrary, the COUNTY hereby rejects any such provision in the Sublease, if any, which gives a greater right to the SUBLESSEE than that which the LESSEE has and, further, the COUNTY rejects any provision of the Sublease which purports to give the SUBLESSEE a right or interest in the premises independent of the LESSEE's Lease Agreement with the COUNTY. It is the express intent of the COUNTY in giving its consent that any forfeiture, loss, or termination of the LESSEE's Lease Agreement shall automatically terminate any sublease of the premises. In giving its consent to sublease the premises, Palm Beach County does not in any manner adopt, accept, or approve the terms of the Sublease or alter the terms of the Sublease.

It is the COUNTY's intent that the LESSEE shall remain liable to COUNTY for all rights and obligations contained in its Lease Agreement with the COUNTY.

APPROVED this ____ day of APR 11 2011 20__, by the County Administrator or the Director of the Department of Airports on behalf of and pursuant to the authority granted by the Board of County Commissioners.

By: 
Title: Director of Airports

Approved as to Form and Legal
Sufficiency:

By: 
County Attorney

LEASE

THIS LEASE made and entered into as of the 15 March 2011, by and between Jet Aviation Associates, Ltd, ("Lessor"), whose address is 1515 Perimeter Road, Palm Beach International Airport, West Palm Beach, FL 33406 and Boca Aircraft Maintenance ("Lessee") whose address is 3300 Airport Road Suite 121 Boca Raton, Florida 33431.

WITNESSETH:

In consideration of the mutual promises, covenants and conditions herein contained and the rent reserved by Lessor to be paid by Lessee to Lessor, Lessor hereby leases to Lessee and Lessee hereby rents from Lessor, that certain real property situated in Palm Beach County, Florida, hereinafter described, for the term and at the rentals and upon the terms and conditions hereinafter set forth. Lessee acknowledges that this Lease is subject to the Lease Agreement between Palm Beach County and Jet Aviation.

1. **PREMISES.** The real property hereby leased by Lessor to Lessee is Suite MW218, 2nd Floor (the "Premises"), of the building located at Building 1509 Perimeter Road, West Palm Beach, Florida 33406.

2. **TERM.** The term of this Lease and the accrual of rents hereunder shall commence on March 15, 2011 (the "Commencement Date") and shall extend to midnight of March 14, 2012 (the "Expiration Date"). The term shall automatically renew for successive one (1) year periods on the anniversary date of this lease. This lease may be terminated by either party on the Expiration Date of subsequent anniversary date only upon giving the other party (60) days advance written notice.

3. **USE.** Lessee, its successors and assigns, shall use the Premises exclusively as office space in connection with aircraft owned and/or operated by Lessee, and for no other purposes whatsoever. Lessee shall comply with all laws, ordinances, rules and regulations of applicable governmental authorities and Lessor of the Premises and Lessee shall not permit any unlawful, improper or offensive use of the Premises. Lessee shall not make use of the Premises or Building which would make void or voidable any policy of fire or extended coverage insurance covering the Premises or Building. Lessee shall maintain all interior office space in a neat and clean condition, and Lessee shall not permit rubbish or hazardous waste to accumulate or any fire or health hazard to exist. Failure to comply with any or all of the above shall cause this Lease to be voidable at the Lessor's sole discretion.

4. **RENT.**

4.1 *Base Rent:*

Annual Base Rent for the Premises during the first year of the lease term shall be **Four Thousand Eight Hundred Dollars (\$4,800.00)** ("Base Rent") payable by Lessee to Lessor without demand, set-off or deduction whatsoever in monthly installments of Four Hundred Dollars (\$400.00) plus tax. If the term commences on a day other than the first day of a month, or expires or is terminated on a day other than the last day of the month, Base Rent shall be prorated accordingly. The Annual Base Rent for each subsequent year of the lease term shall equal the prior year's Annual Base Rent multiplied by 1.04. All Annual Base Rent shall be payable in equal monthly installments.

4.2 *Sales Tax and Late Payment fee*

In addition to the rents provided for herein, Lessee shall also pay the amount of any use or sales tax on said rent imposed by the State of Florida, which shall be paid at the same time and in the same manner as each payment of rent. There shall be due with any payment of rent

Lessor's Initials AK
Lessee's Initials JW

received after the fifth (5th) day of the month a late payment charge equal to five percent (5%) of the payment due or Fifty Dollars (\$50.00), whichever is greater. There shall be a fee of Thirty Dollars (\$30.00) on any checks returned for non-sufficient funds or any other reason. Any late charges or charges for checks not honored shall be deemed as additional rent.

4.3 *Time and Place of Payment*

Each monthly installment of rent and other sums due hereunder shall be payable in advance on the first (1st) day of each calendar month of the term made payable to Jet Aviation Associates or at such other place Lessor may from time to time designate in writing.

5. **QUIET ENJOYMENT.** Lessor covenants that as long as Lessee pays the rent reserved in this Lease and performs its agreements hereunder Lessee shall have the right quietly to enjoy and use the Premises for the term hereof, subject only to the provisions of this Lease.

6. **SIGNS.** No sign that is visible from outside of the Premises shall be installed by Lessee without Lessor's prior written approval, said approval not to be unreasonably withheld, and written approval from Palm Beach County.

7. **SECURITY.** Lessee acknowledges and accepts full responsibility for the security and protection of the Premises and will prevent any unauthorized access to its facilities and airport security areas. Lessee will comply with all rules regulations of County and of any and all other governmental entities that now or may hereafter have jurisdiction over security Lessee further expressly acknowledges and hereby agrees to fully comply with all Federal, State and local laws including, but not limited to, FAR Part 107, as amended from time to time, and with all rules and regulations of the Department of Airports concerning security procedures, as they presently exist or may be amended from time to time. Lessee is subject to any fine resulting from their failure to comply with these regulations.

8. **UTILITIES.** During the term of this lease, Lessor shall pay all costs for electricity, water, sewer and trash collection services furnished to the Premises. Lessee agrees to use such utilities in a reasonable and efficient manner and not to cause unnecessary waste or expense to the Lessor. Lessor shall not be obligated to pay for or provide any other service or utility not herein listed, including, but not limited to, the installation, equipment, maintenance, repair or charges for telecommunications or internet access. Lessee shall have the right to install and pay for any telecommunications or internet access at its sole expense. Lessee may, at its own expense, install a security system. The Lessor will be granted full right of access through any installed security system. Key systems shall not be changed or altered without prior written authorization of the Lessor.

9. **ASSIGNMENT.** Lessee shall not assign, sell, transfer or otherwise dispose of this Lease nor any rights hereunder, nor sublet all or any part of the Premises nor permit any other person or corporation to use any part of the Premises without first obtaining the express written consent of Lessor.

10. **LESSOR'S IMPROVEMENTS.** Not applicable

11. **REPAIRS AND MAINTENANCE.** Lessee has inspected and occupied the Premises and accepts them in their "as is" condition subject to the Lessor's obligations under paragraph 10 above. Lessor shall not be called upon and shall have no obligation to make any repairs, improvements or alterations whatsoever to the Premises except as thereafter specified. During the term of this Lease, Lessor shall maintain the exterior walls in good repair, and shall keep the roof of the building watertight. Lessor shall also maintain the common areas of the Building in a neat and clean condition. Lessee shall be liable for Lessor's costs of repairs or maintenance that arise out of negligence or fault of Lessee, its employees, agents, invitees, licensees or customers to either this suite, hangar or the common areas.

Lessee shall deliver the Premises in as good condition and repair as on the Commencement Date, reasonable wear and tear excepted, and in a broom-clean condition with all glass and all windows and doors intact, failing which Lessor may restore the premises and such equipment and fixtures to such condition and Lessee shall pay cost thereof to Lessor on demand.

It is Lessee's responsibility to purchase contents insurance at a dollar value to be determined by Lessee; Lessee will hold Lessor harmless for any deficiency in the dollar amount of such coverage. Lessor shall not be liable for any loss or damage to Lessee's personal property in the Premises even though caused by the negligence of Lessor, or its agents, employees or persons under Lessor's control or direction.

12. **ALTERATION TO THE PREMISES AND REMOVAL OF EQUIPMENT.** Lessee shall not make any alteration or addition to the Premises without the express prior written consent of Lessor. Upon expiration and termination of this Lease, all installations, fixtures, improvements and alterations made or installed by Lessee including electric lighting fixtures installed by Lessee shall remain a part of the Premises as the property of Lessor and, upon written request from Lessor, shall be removed at Lessee's expense without damage to the Premises prior to Lessee vacating the Premises.

13. **CASUALTY.** In the event the Premises are rendered untenable by fire or other casualty, Lessor shall have the option of terminating this Lease or rebuilding the Premises and in such event written notice of the election by Lessor shall be given to Lessee within ninety (90) days after the occurrence of such casualty. In the event Lessor elects to rebuild the Premises, the Premises shall be restored to its condition prior to such casualty loss within a reasonable time. Lessee shall have the right to continue occupancy in the Premises with abatement of rent only to the extent and for the period that all or a portion of the Premises are actually untenable. In the event Lessor elects to terminate this Lease, the rent shall be paid to and adjusted as of the date of such casualty, and the term of this Lease shall then expire, and this Lease shall be of no further force or effect, and Lessor shall be entitled to sole possession of the Premises.

15. **LIENS.** Lessee agrees that it will make full and prompt payment of all sums necessary to pay for the cost of repairs, alterations, improvements, changes or other work done by Lessee to the Premises and further agrees to indemnify and hold Lessor harmless from and against any and all such costs and liabilities incurred by Lessee, and against any and all construction liens arising out of or from such work. In the event any notice or claim of lien shall be asserted of record against the interest of Lessor in the Premises or Building on account of any improvement work done by or for Lessee, or any person claiming by, through or under Lessee, or for improvements or work the cost of which is the responsibility of Lessee, Lessee agrees to have such lien canceled and discharged of record (either by payment or bond as permitted by law) within ten (10) days after notice to Lessee by Lessor, and in the event Lessee shall fail to do so, Lessee shall be considered in default under the terms of this Lease.

16. **INSPECTION AND REPAIR.** Lessor or its representatives shall have the right at any reasonable time, upon twenty-four (24) hours notice (except in the case of emergency when no prior notice shall be required) to enter the Premises for the purpose of inspection or for the purpose of making or causing to be made any repairs or otherwise to protect its interest.

17. **WAIVER OR ESTOPPEL.** The failure of Lessor to insist, in any one or more instances, upon strict performance of any covenants or agreements of this Lease or exercise any option of Lessor herein contained, shall not be construed as a waiver or relinquishment for the future enforcement of such covenant, agreement or option but the same shall continue and remain in full force and effect. Receipt of rent by Lessor, with knowledge of the breach of any covenant or agreement hereof shall not be deemed a waiver of such breach and no waiver by

Lessor of any provisions hereof shall be deemed to have been made unless expressed in writing and signed by Lessor.

18. **CONDEMNATION.** Lessor reserves unto itself, and Lessee assigns to Lessor, all right to damages accruing on account of any taking or condemnation of any part of the Premises, or by reason of any act of any public or quasi-public authority for which damages are payable. Lessee agrees to execute such instruments of assignment as may be required by Lessor, to join with Lessor in any petition for the recovery of damages, if requested by Lessor, and to turn over to Lessor any such damages that may be recovered in any such proceeding. Lessor does not reserve to itself, and Lessee does not assign to Lessor, any damages payable for trade fixtures installed by Lessee at its cost and expense and which are not part of the realty. Upon condemnation of a portion of the Premises, this Lease and Lessee's obligations hereunder shall terminate as to such space.

19. **FEDERAL RIGHT TO RECLAIM.** In the event a United States governmental agency shall demand and take over the entire facilities of the Palm Beach International Airport or the portion thereof wherein the Premises are located, for public purposes, then this Lease shall thereupon terminate and Lessor shall be released and fully discharged from any and all liability hereunder arising due to such reclamation. This section shall not act or be construed as a waiver of any rights Lessee may have against the United States as a result of such taking.

20. **NOTICES.** All notices required or contemplated by this Lease shall be in writing and shall be delivered by hand or by United States Certified Mail, Return Receipt Requested, addressed to the party to whom such notice is directed as follows:

Lessor:

Mr. Norbert Ehrich
Sr. VP. FBO Services
Jet Aviation Associates, Ltd.
Building 1515
Palm Beach International Airport
West Palm Beach, FL 33406

Lessee:

Mr. Todd Wilkins
President
Boca Aircraft Maintenance
3300 Airport Road
Hangar 2, Suite # 121
Boca Raton, Florida 33431

By giving at least five (5) days' prior written notice to the other party, either party may change its address for notices hereunder.

21. **INSURANCE.** Lessee shall, at its expense, provide and maintain in force during the entire term of this Lease, and any extension or renewal hereof, public liability insurance with limits of coverage not less than Five Hundred Thousand Dollars (\$500,000.00) for any property damage or loss from any one accident, and not less than One Million Dollars (\$1,000,000.00) for injury to any one person from any one accident, applicable to the Premises. If the office area involves aircraft operations it is the Lessee's responsibility to carry Airport Premises Liability Insurance (including Blanket Contractual Liability) covering its aircraft operations at the facility. Such insurance shall be in the amount of not less than \$10,000,000 (ten million) Combined Single Limit any one occurrence. Aircraft operators-insurance for bodily injury/property damage and passenger evidenced by certificate and at each subsequent renewal as long as agreement is in

Lessor's Initials NE
Lessee's Initials TW

effect. Limit to not less than \$25,000,000 (twenty five million) combined single limit each occurrence. Each policy of insurance shall name the Lessor as additional insured. The original of each such policy of insurance or certified duplicates thereof issued by the insuring organization shall be delivered by Lessee to Lessor on or before ten (10) days prior to occupancy of the Premises by Lessee and shall provide thirty (30) days' prior notice of cancellation to Lessor.

Upon Lessee's failure to procure such insurance and deliver the policy or certificate to Lessor within ten (10) days from the date of commencement of the term hereunder or ten (10) days before the expiration of any policy delivered to Lessor, Lessor may obtain such insurance and the premiums therefore shall be deemed to be, and shall be paid as, Additional Rent at the next rent payment day.

Lessor will pay, in the first instance, all premiums for fire and extended coverage insurance on the building wherein the leased premises are located. Premiums paid for such insurance for the year of coverage next ending after the tenancy date shall be the "base insurance premiums" herein. If there be an increase in premiums for such insurance during the lease term over the base insurance premiums, Lessee shall pay to Lessor, within thirty (30) days after receipt of written notice and proof of payment thereof, its pro rata share of the actual increase in such fire, flood, and extended coverage insurance, and loss of rents premiums measured by the amount of square footage of floor space occupied by Lessee in relationship to the total amount of rentable square footage of floor space in the insured building.

22. INDEMNIFICATION. To the extent permitted by law, Lessee shall defend, indemnify, and hold harmless Lessor and its agents from and against all claims, demands, liabilities, causes of action, suits, judgments, and expenses (including attorneys' fees) (any, a "Claim") arising from any occurrence on the Premises or from Lessee's failure to perform its obligations under this Agreement (other than a Claim arising from the sole or gross negligence of Lessor or its agents), even though caused or alleged to be caused by the joint, comparative, or concurrent negligence or fault of Lessor or its agents, and even though any such Claim is based upon or alleged to be based upon the strict liability of Landlord or its agents. This indemnity provision is intended to indemnify Lessor and its agents against the consequences of their own negligence or fault as provided above when Lessor or its agents are jointly, comparatively, or concurrently negligent with Lessee. This indemnity provision shall survive termination or expiration of this Agreement.

23. DEPOSITS AND ADVANCE RENT. Upon commencement of this lease, Lessee will pay Lessor (400.00) plus tax as security for the faithful performance of Lessee's obligations hereunder. In addition, Lessee will deposit with Lessor the sum of (400.00) plus tax as an advance toward the Base Rent, Common Area Charges and Sales Tax for the last month of the term of this lease. Any funds paid by Lessee to Lessor as a deposit or advance pursuant to the terms of this Lease may be commingled with other funds of Lessor and need not be placed in escrow or otherwise held in a segregated account. If any sum or sums of money shall become payable by Lessee to Lessor pursuant to the terms of this Lease, Lessor shall have the right to apply any deposits or advances made by Lessee against such sums due by Lessee to Lessor, whereupon Lessor shall be entitled to immediate reimbursement for such advance or replenishment of such deposit by Lessee.

24. REAL ESTATE TAXES. Lessor will pay, in the first instance and before delinquency, all general real estate taxes and assessments for betterments or improvements which may be levied or assessed by any lawful authority against the demised premises.

25. DEFAULT. In the event Lessee shall fail (a) to make any rental or other payment due hereunder or (b) breach or failure to perform any of the agreements herein other than the agreement to pay rent, and shall fail to cure such default within ten (10) days after written notice of default from Lessor, Lessor shall have the option to:

Sue for rents as they become due:

Terminate this lease, resume possession of the Premises for its own account and recover immediately from Lessee the difference between the rent for which provisions is made in this Lease and fair rental value of the Premises for the remainder of the lease term, together with any other damage occasioned by or resulting from the abandonment or a breach or default other than a default in the payment of rent; or

Resume possession of the Premises for the account of Lessee and recover from Lessee, at the end of the lease term or at the time each payment of rent becomes due under this Lease, as Lessor may elect, the difference between the rent for which provisions are made in this Lease and the rent received on any releasing, together with all costs and expenses of Lessor in connection with such re-leasing of rent and the cost of all repairs or renovations reasonably necessary in connection with the re-leasing, and if this option is exercised, Lessor shall, in addition, be entitled to recover from Lessee immediately any other damage occasioned by or resulting from the abandonment or a breach or default other than a default in the payment of rent.

In the event the Lessee holds over after the expiration of the Lease Term or after Lessor has become entitled to possession of the premises as a result of the default of the Lessee, the Lessee shall pay to the Lessor, double the daily amount of the daily rate of rental then required by the terms hereof for the last monthly period prior to the date such hold over commences and also pay all direct and consequential damages sustained by Lessor by reason of such hold over.

The remedies for which provision is made in this Lease shall not be exclusive; in addition thereto Lessor may pursue such other remedies as are provided by law in the event of any default by Lessee.

26. **BROKERAGE.** Lessee and Lessor acknowledge that they have not dealt, consulted or negotiated with any real estate broker, sales person or agent who is entitled, by separate agreement, to receive a commission from the Lessor. Each party hereby indemnifies and agrees to hold harmless the other from and against any and all loss and liability resulting from or arising out of any claim that the indemnifying party has dealt or negotiated with any other real estate broker, sales person or agent in connection with this Lease.

27. **ATTORNEYS' FEES.** In the event of litigation under this Lease, the prevailing party shall be entitled to recover its court costs and attorneys' fees from the other party. Attorneys' fees and court costs shall be deemed to include such fees and costs at all levels from pretrial through appeal. If Lessor deems it necessary to employ the services of an attorney to obtain Lessee's compliance with the terms and obligations of this Lease, Lessee shall pay Lessor's reasonable attorneys' fees, which shall be deemed as additional rent, whether or not litigation is commenced.

28. **SUBORDINATION AND ESTOPPEL.** This lease is and shall be subject and subordinate to any and all mortgages that may now or hereafter affect the real property of which the Premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. This provision is self-operative and no further instrument of subordination shall be necessary. In confirmation of such subordination, Lessee shall execute promptly any certificate that Lessor may request. Lessee hereby appoints Lessor as Lessee's irrevocable attorney-in-fact to execute any document of subordination on behalf of Lessee.

Lessor's Initials JK
Lessee's Initials SW

From time to time, Lessee, on at least five (5) days prior written request by Lessor, will deliver to Lessor a written statement certifying that this Lease is unmodified and in full force and effect (or if there shall have been modifications, that the same is in full force and effect as modified and stating the modifications) and the dates to which the rent and other charges have been paid and stating whether or not the Lessor is in default in performance of any covenant, agreement, or condition contained in this Lease and, if so, specifying each such default of which Lessee may have knowledge.

29. **HAZARDOUS SUBSTANCES.** Lessee's use of the Premises shall at all times be in full compliance with all federal, state and local environmental laws and regulations. Lessee hereby warrants to Lessor that, except to the extent already disclosed in writing to Lessor, Lessee's use of the Premises and Building shall not entail the use, storage, handling or disposal of any hazardous materials, substances, wastes or other environmentally regulated substances. As to any such uses disclosed to Lessor in writing, Lessee warrants and represents that Lessee is legally authorized and empowered to maintain all such environmentally regulated substances at the Premises or used in connection therewith, and Lessee has obtained and will maintain all licenses, permits and approvals required with respect thereto, and is in full compliance with all of the terms, conditions and requirements of such licenses, permits and approvals. Lessee further warrants and represents that it will promptly notify Lessor of any change in the nature or extent of any hazardous materials, substances or wastes maintained on, in or under the Premises or used in connection therewith, and will promptly transmit to Lessor copies of any permits, licenses, approvals, citations, order, notices, correspondence and other material governmental and other communication received relating to hazardous materials, substances, wastes or other environmentally regulated substances affecting the Premises. Lessee hereby indemnifies and holds Lessor harmless from and against any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including clean-up costs), judgments and expenses (including attorneys', consultants' or experts' fees and expenses) of every kind and nature suffered by or asserted against Lessor as a direct or indirect result of noncompliance with any requirement under any law, regulation or ordinance, local or state or federal, which requires the elimination or removal of any hazardous materials, substances, wastes or other environmentally regulated substances. Lessee's obligations hereunder shall not be limited to any extent by the term of the Lease. Lessor agrees to provide and maintain approved storage containers for all flammable and hazardous materials. Lessor also agrees to abide by any and all regulations governing the safe, proper handling and disposal of said materials.

30. **ENTIRE AGREEMENT.** Lessee agrees that Lessor has not made any statement, promise or agreement, or taken upon itself any engagement whatsoever, verbally or in writing, in conflict with the terms of this Lease, or in which any way modifies, varies, alters, enlarges or invalidates any of its provisions. This Lease sets forth the entire understanding between Lessor and Lessee, and shall not be changed, modified or amended except by an instrument in writing signed by the party against whom the enforcement of any such change, modification or amendment is sought. The covenants and agreements herein contained shall bind, and the benefit and advantages herein shall inure to the respective heirs, legal representatives, successors and assigns of Lessor and Lessee. Should any clause or provision of this Lease be determined to be illegal, invalid or unenforceable under any present or future law by final judgment of a court of competent jurisdiction, the remainder of this Lease will not be affected thereby. Whenever used, the singular number shall include the plural and the plural shall include the singular and the use of any gender shall include all genders. The headings set forth in this Lease are for ease of reference only and shall not be interpreted to modify or limit the provisions hereof. Lessee shall not record this lease or any memorandum or short form thereof, and the recording thereof in violation of this provision shall make this lease void at Lessor's election. This Lease shall be construed in accordance with the laws of the State of Florida. Time is of the essence in the performance of all obligations under this Lease.

31. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are

Lessor's Initials ML
Lessee's Initials SW

exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon testing may be obtained from one's county public health unit.

Lessor's Initials RF
Lessee's Initials SW

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Agreement to be executed the day and year first above written.

Signed, sealed and delivered
in the presence of:

LESSOR:

David Hudson II By: Todd Wilkins
Witness

David Hudson II Todd Wilkins
Witness Printed Name

Its: President
Title

Date: 3/8/2011

LESSEE:

NORBERT ENTZLER
Witness By: NORBERT ENTZLER

NORBERT ENTZLER
Witness Printed Name

Its: VP & GM FBD SERVICES
Title

Date: 9/8/2011

Lessor's Initials
Lessee's Initials DW

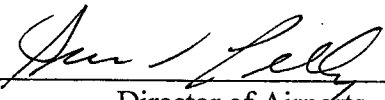
CONSENT TO SUBLEASE

PALM BEACH COUNTY, a political subdivision of the State of Florida, the "COUNTY", by and through its Department of Airports, under that certain Lease Agreement with Jet Aviation Associates, Ltd. (the "LESSEE"), dated November 23, 1999 (R-99-2239), as amended (the "Lease Agreement"), hereby consents to LESSEE entering into a Sublease Agreement dated March 15, 2011, and commencing on March 15, 2011, (the "Sublease") with CH Aircraft, LLC, (the "SUBLESSEE") for the sublease of certain premises contained within the leasehold of LESSEE under the Lease Agreement.


Notwithstanding any provision of the Sublease to the contrary, the COUNTY hereby rejects any such provision in the Sublease, if any, which gives a greater right to the SUBLESSEE than that which the LESSEE has and, further, the COUNTY rejects any provision of the Sublease which purports to give the SUBLESSEE a right or interest in the premises independent of the LESSEE's Lease Agreement with the COUNTY. It is the express intent of the COUNTY in giving its consent that any forfeiture, loss, or termination of the LESSEE's Lease Agreement shall automatically terminate any sublease of the premises. In giving its consent to sublease the premises, Palm Beach County does not in any manner adopt, accept, or approve the terms of the Sublease or alter the terms of the Sublease.

It is the COUNTY's intent that the LESSEE shall remain liable to COUNTY for all rights and obligations contained in its Lease Agreement with the COUNTY.

APPROVED this ____ day of APR 11 2011 20__, by the County Administrator or the Director of the Department of Airports on behalf of and pursuant to the authority granted by the Board of County Commissioners.

By: 
Title: Director of Airports

Approved as to Form and Legal
Sufficiency:

By: 
County Attorney

LEASE

THIS LEASE made and entered into as of the Fifteenth of March 2011 by and among Jet Aviation Associates, LTD. ("Lessor"), whose address is 1515 Perimeter Road, PBIA West Palm Beach Florida 33406 and C.H. Aircraft, L.L.C. ("Lessee") whose address is 10733 Sunset Office Drive, Suite 200 St. Louis, Missouri 63127.

WITNESSETH:

In consideration of the mutual promises, covenants and conditions herein contained and the rent reserved by Lessor to be paid by Lessee to Lessor, Lessor hereby leases to Lessee and Lessee hereby rents from Lessor, that certain real property situated in Palm Beach County, Florida, hereinafter described, for the term and at the rentals and upon the terms and conditions hereinafter set forth. Lessee acknowledges that this Lease is subject to the Lease Agreement between Palm Beach County and Jet Aviation.

1 PREMISES.

1.1 Office Space. Reserved

1.2 Hangar Space. Lessor shall lease and otherwise provide Lessee with sufficient hangar space (the "Hangar Space" unless otherwise denoted) to store Lessee's Beechjet 400 aircraft. Such aircraft shall mean that the Beechjet 400 bearing identification number N655CM or any other temporary replacement aircraft, which Lessee may from time to time elect to substitute on a temporary basis, provided such temporary replacement aircraft is not larger in size or dimension than the so identified Beechjet 400 the ("Aircraft"). The Hangar Space to be provided is that space in one of the five hangars. The parties agree that Lessor has the sole, exclusive and absolute right to use designated alternative space to store the aircraft in any of the five hangars.

1.3 Terminology. The Hangar Space may be referred collectively hereto as the "Premises" unless otherwise specifically denoted.

2. TERM. The term of this Lease and the accrual of rents hereunder shall commence on March 15th, 2011 (the "Commencement Date") and shall extend to midnight of March 14th, 2012.(the "Expiration Date") for a period of One (1) years. The term shall automatically renew for successive one (1) year periods on the anniversary date of this Lease. This lease may be terminated by either party on the expiration dates or subsequent anniversary date only upon giving the other party (90) days advance written notice.

3. USE. Lessee, its successors and assigns, shall use the Premises exclusively as space to provide services to the Aircraft and for no other purposes whatsoever. Lessee shall comply with all laws, ordinances, rules and regulations of applicable governmental authorities and Lessor of the Premises and Lessee shall not permit any unlawful, improper or offensive use of the Premises. Lessee shall not make use of the Premises or Building, which would make void or voidable any policy of fire or extended coverage insurance covering the Premises or Building. Lessee shall maintain all leased space in a neat and clean condition, and Lessee shall not permit rubbish or hazardous waste to accumulate or any fire or health hazard to exist. Lessee will not be allowed to use hangar space as storage. All of Lessee's or its agent's property must be stored in Lessee's office. Lessee is allowed one approved storage locker on rollers per a/c in the Hangar. Nothing may be stored on top against or under such locker. Furthermore, Lessee agrees to use assigned hangar space solely as storage for the Aircraft. Lessee will be permitted to perform only minor line maintenance on the Aircraft while it is stored in the hangar. The use of jacks in the hangar is not permitted. Any persons or entities performing services on behalf of Lessee at the Premises is expressly forbidden from soliciting business or work for any of

Leessor's tenants. Failure to comply with any or all of the above shall cause this Lease to be voidable at the Lessor's sole discretion. Lessee shall comply with all laws,

4. **RENT.**

4.1 **Base Rent:** The Monthly Base Rent for the Premises during the first year of the lease term shall be **One Thousand Eight Hundred Dollars (\$1800.00) plus tax for the hangar space;** ("Base Rent") payable by Lessee to Lessor without demand, set-off or deduction whatsoever. If the term commences on a day other than the first day of a month, or expires or is terminated on a day other than the last day of the month, Base Rent shall be prorated accordingly. The Semi-Annual Base Rent for each subsequent year of the lease after the initial term shall equal the prior year's Semi-Annual Base Rent multiplied by 1.05. All Semi-Annual Base Rent shall be payable in equal monthly installments.

4.2 **Sales Tax and Late Payment fee**

In addition to the rents provided for herein, Lessee shall also pay the amount of any use or sales tax on said rent imposed by the State of Florida, which shall be paid at the same time and in the same manner as each payment of rent. There shall be due with any payment of rent received after the fifth (5th) day of the month a late payment charge equal to five percent (5%) of the payment due or Fifty Dollars (\$50.00), whichever is greater. There shall be a fee of Thirty Dollars (\$30.00) on any checks returned for non-sufficient funds or any other reason. Any late charges or charges for checks not honored shall be deemed as additional rent.

4.3 **Time and Place of Payment**

Each monthly installment of rent and other sums due hereunder shall be payable in advance on the first (1st) day of each calendar month of the term made payable to Jet Aviation Associates, Ltd. at Building 1515 Perimeter Road, Palm Beach International Airport, West Palm Beach, FL 33406; or at such other place Lessor may from time to time designate in writing.

5. **FUEL** See Exhibit, "A" which is hereby incorporated by reference in this Lease.

6. **QUIET ENJOYMENT.** Lessor covenants that as long as Lessee pays the rent reserved in this Lease and performs its agreements hereunder Lessee shall have the right quietly to enjoy and use the Premises for the term hereof, subject only to the provisions of this Lease.

7. **SIGNS.** No sign that is visible from outside of the Premises shall be installed by Lessee without Lessor's prior written approval, said approval not to be unreasonably withheld, and written approval from Palm Beach County.

8 **SECURITY.** Lessee acknowledges and accepts full responsibility for the security and protection of the Premises and will prevent any unauthorized access to its facilities and airport security areas. Lessee will comply with all rules regulations of County and of any and all other governmental entities that now or may hereafter have jurisdiction over security Lessee further expressly acknowledges and hereby agrees to fully comply with all Federal, State and local laws including, but not limited to, FAR Part 107, as amended from time to time, and with all rules and regulations of the Department of Airports concerning security procedures, as they presently exist or may be amended from time to time. Lessee is subject to any fine resulting from their failure to comply with these regulations.

9 **UTILITIES.** During the term of this lease, Lessor shall pay all costs for electricity, water, sewer and trash collection services furnished to the Premises. Lessee agrees to use such utilities in a reasonable and efficient manner and not to cause unnecessary waste or expense to the Lessor. Lessor shall not be obligated to pay for or provide any other service or utility not

herein listed, including, but not limited to, the installation, equipment, maintenance, repair or charges for telecommunications or internet access. Lessee shall have the right to install and pay for any telecommunications or internet access at its sole expense. Lessee may, at its own expense, install a security system. The Lessor will be granted full right of access through any installed security system. Key systems shall not be changed or altered without prior written authorization of the Lessor.

10. **ASSIGNMENT.** Lessee shall not assign, sell, transfer or otherwise dispose of this Lease nor any rights hereunder, nor sublet all or any part of the Premises nor permit any other person or corporation to use any part of the Premises without first obtaining the express written consent of Lessor.

11. **LESSOR'S IMPROVEMENTS.** Not Applicable

12. **REPAIRS AND MAINTENANCE.** Lessee has inspected and occupied the Premises and accepts them in their "as is" condition.. Lessor shall not be called upon and shall have no obligation to make any repairs, improvements or alterations whatsoever to the Premises except as thereafter specified. During the term of this Lease, Lessor shall maintain the exterior walls in good repair, and shall keep the roof of the building watertight. Lessor shall also maintain the common areas of the Building in a neat and clean condition. Lessee shall be liable for Lessor's costs of repairs or maintenance that arise out of negligence or fault of Lessee, its employees, agents, invitees, licensees or customers to either this suite, hangar or the common areas.

Lessee shall deliver the Premises in as good condition and repair as on the Commencement Date, reasonable wear and tear excepted, and in a broom-clean condition with all glass and all windows and doors intact, failing which Lessor may restore the premises and such equipment and fixtures to such condition and Lessee shall pay cost thereof to Lessor on demand.

It is Lessee's responsibility to purchase contents insurance at a dollar value to be determined by Lessee; Lessee will hold Lessor harmless for any deficiency in the dollar amount of such coverage. Lessor shall not be liable for any loss or damage to Lessee's personal property in the Premises even though caused by the negligence of Lessor, or its agents, employees or persons under Lessor's control or direction.

13. **ALTERATION TO THE PREMISES AND REMOVAL OF EQUIPMENT.** Lessee shall not make any alteration or addition to the Premises without the express prior written consent of Lessor. Upon expiration and termination of this Lease, all installations, fixtures, improvements and alterations made or installed by Lessee including electric lighting fixtures installed by Lessee shall remain a part of the Premises as the property of Lessor and, upon written request from Lessor, shall be removed at Lessee's expense without damage to the Premises. prior to Lessee vacating the Premises.

14. **CASUALTY.** In the event the Premises are rendered untenable by fire or other casualty, Lessor shall have the option of terminating this Lease or rebuilding the Premises and in such event written notice of the election by Lessor shall be given to Lessee within ninety (90) days after the occurrence of such casualty. In the event Lessor elects to rebuild the Premises, the Premises shall be restored to its condition prior to such casualty loss within a reasonable time. Lessee shall have the right to continue occupancy in the Premises with abatement of rent only to the extent and for the period that all or a portion of the Premises are actually untenable. In the event Lessor elects to terminate this Lease, the rent shall be paid to and adjusted as of the date of such casualty, and the term of this Lease shall then expire, and this Lease shall be of no further force or effect, and Lessor shall be entitled to sole possession of the Premises.

15. **LIENS.** Lessee agrees that it will make full and prompt payment of all sums necessary to pay for the cost of repairs, alterations, improvements, changes or other work done by Lessee to the Premises and further agrees to indemnify and hold Lessor harmless from and against any and all such costs and liabilities incurred by Lessee, and against any and all construction liens arising out of or from such work. In the event any notice or claim of lien shall be asserted of record against the interest of Lessor in the Premises or Building on account of any improvement work done by or for Lessee, or any person claiming by, through or under Lessee, or for improvements or work the cost of which is the responsibility of Lessee, Lessee agrees to have such lien canceled and discharged of record (either by payment or bond as permitted by law) within ten (10) days after notice to Lessee by Lessor, and in the event Lessee shall fail to do so, Lessee shall be considered in default under the terms of this Lease.

16. **INSPECTION AND REPAIR.** Lessor or its representatives shall have the right at any reasonable time, upon twenty-four (24) hours notice (except in the case of emergency when no prior notice shall be required) to enter the Premises for the purpose of inspection or for the purpose of making or causing to be made any repairs or otherwise to protect its interest.

17. **WAIVER OR ESTOPPEL.** The failure of Lessor to insist, in any one or more instances, upon strict performance of any covenants or agreements of this Lease or exercise any option of Lessor herein contained, shall not be construed as a waiver or relinquishment for the future enforcement of such covenant, agreement or option but the same shall continue and remain in full force and effect. Receipt of rent by Lessor, with knowledge of the breach of any covenant or agreement hereof shall not be deemed a waiver of such breach and no waiver by Lessor of any provisions hereof shall be deemed to have been made unless expressed in writing and signed by Lessor.

18. **CONDEMNATION.** Lessor reserves unto itself, and Lessee assigns to Lessor, all right to damages accruing on account of any taking or condemnation of any part of the Premises, or by reason of any act of any public or quasi-public authority for which damages are payable. Lessee agrees to execute such instruments of assignment as may be required by Lessor, to join with Lessor in any petition for the recovery of damages, if requested by Lessor, and to turn over to Lessor any such damages that may be recovered in any such proceeding. Lessor does not reserve to itself, and Lessee does not assign to Lessor, any damages payable for trade fixtures installed by Lessee at its cost and expense and which are not part of the realty. Upon condemnation of a portion of the Premises, this Lease and Lessee's obligations hereunder shall terminate as to such space.

19. **FEDERAL RIGHT TO RECLAIM.** In the event a United States governmental agency shall demand and take over the entire facilities of the Palm Beach International Airport or the portion thereof wherein the Premises are located, for public purposes, then this Lease shall thereupon terminate and Lessor shall be released and fully discharged from any and all liability hereunder arising due to such reclamation. This section shall not act or be construed as a waiver of any rights Lessee may have against the United States as a result of such taking.

20. **NOTICES.** All notices required or contemplated by this Lease shall be in writing and shall be delivered by hand or by United States Certified Mail, Return Receipt Requested, addressed to the party to whom such notice is directed as follows:

Lessor:

Mr. Norbert Ehrich
Vice President of FBO Services
Jet Aviation Associates, Ltd.
Building 1515
Palm Beach International Airport
West Palm Beach, FL 33406

Lessee:

Mr. Gregg Sage
President
C.H. Aircraft, L.L.C.
10733 Sunset Office Drive, Suite 200
St. Louis, Missouri 63127

By giving at least five (5) days' prior written notice to the other party, either party may change its address for notices hereunder.

21. **INSURANCE.** Lessee shall, at its expense, provide and maintain in force during the entire term of this Lease, and any extension or renewal hereof, public liability insurance with limits of coverage not less than Five Hundred Thousand Dollars (\$500,000.00) for any property damage or loss from any one accident, and not less than One Million Dollars (\$1,000,000.00) for injury to any one person from any one accident, applicable to the Premises. If the office area involves aircraft operations it is the Lessee's responsibility to carry Airport Premises Liability Insurance (including Blanket Contractual Liability) covering its aircraft operations at the facility. Such insurance shall be in the amount of not less than \$10,000,000 (ten million) Combined Single Limit any one occurrence. Aircraft operators-insurance for bodily injury/property damage and passenger evidenced by certificate and at each subsequent renewal as long as agreement is in effect. Limit to not less than \$25,000,000 (twenty five million) combined single limit each occurrence. Each policy of insurance shall name as the insured thereunder Lessor and Lessee. Each such liability insurance policy shall be of the type commonly known as Lessor's and Lessee's insurance. The original of each such policy of insurance or certified duplicates thereof issued by the insuring organization shall be delivered by Lessee to Lessor on or before ten (10) days prior to occupancy of the Premises by Lessee and shall provide thirty (30) days' prior notice of cancellation to Lessor.

Upon Lessee's failure to procure such insurance and deliver the policy or certificate to Lessor within ten (10) days from the date of commencement of the term hereunder or ten (10) days before the expiration of any policy delivered to Lessor, Lessor may obtain such insurance and the premiums therefore shall be deemed to be, and shall be paid as, Additional Rent at the next rent payment day.

Lessor will pay, in the first instance, all premiums for fire and extended coverage insurance on the building wherein the leased premises are located. Premiums paid for such insurance for the year of coverage next ending after the tenancy date shall be the "base insurance premiums" herein. If there be an increase in premiums for such insurance during the lease term over the base insurance premiums, Lessee shall pay to Lessor, within thirty (30) days after receipt of written notice and proof of payment thereof, its pro rata share of the actual increase in such fire, flood, and extended coverage insurance, and loss of rents premiums measured by the amount of square footage of floor space occupied by Lessee in relationship to the total amount of rentable square footage of floor space in the insured building.

22. **INDEMNIFICATION.** To the extent permitted by law, Lessee shall defend, indemnify, and hold harmless Lessor and its agents from and against all claims, demands,

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Lessee's Initials GS

liabilities, causes of action, suits, judgments, and expenses (including attorneys' fees) (any, a "Claim") arising from any occurrence on the Premises or from Lessee's failure to perform its obligations under this Agreement (other than a Claim arising from the sole or gross negligence of Lessor or its agents), even though caused or alleged to be caused by the joint, comparative, or concurrent negligence or fault of Lessor or its agents, and even though any such Claim is based upon or alleged to be based upon the strict liability of Landlord or its agents. This indemnity provision is intended to indemnify Lessor and its agents against the consequences of their own negligence or fault as provided above when Lessor or its agents are jointly, comparatively, or concurrently negligent with Lessee. This indemnity provision shall survive termination or expiration of this Agreement.

23. **DEPOSITS AND ADVANCE RENT.** Upon commencement of this lease, Lessee will pay Lessor **One Thousand Eight Hundred Dollars** plus tax as security for the faithful performance of Lessee's obligations hereunder. In addition, Lessee will deposit with Lessor the sum of **One Thousand Eight Hundred Dollars (\$1800.00)** plus tax as an advance toward the Base Rent and Sales Tax for the last month of the term of this lease. Any funds paid by Lessee to Lessor as a deposit or advance pursuant to the terms of this Lease may be commingled with other funds of Lessor and need not be placed in escrow or otherwise held in a segregated account. If any sum or sums of money shall become payable by Lessee to Lessor pursuant to the terms of this Lease, Lessor shall have the right to apply any deposits or advances made by Lessee against such sums due by Lessee to Lessor, whereupon Lessor shall be entitled to immediate reimbursement for such advance or replenishment of such deposit by Lessee.

24. **REAL ESTATE TAXES.** Lessor will pay, in the first instance and before delinquency, all general real estate taxes and assessments for betterments or improvements which may be levied or assessed by any lawful authority against the demised premises.

25. **DEFAULT.** In the event Lessee shall fail (a) to make any rental or other payment due hereunder or (b) breach or failure to perform any of the agreements herein other than the agreement to pay rent, and shall fail to cure such default within ten (10) days after written notice of default from Lessor, Lessor shall have the option to:

Sue for rents as they become due:

Terminate this lease, resume possession of the Premises for its own account and recover immediately from Lessee the difference between the rent for which provisions is made in this Lease and fair rental value of the Premises for the remainder of the lease term, together with any other damage occasioned by or resulting from the abandonment or a breach or default other than a default in the payment of rent; or

Resume possession of the Premises for the account of Lessee and recover from Lessee, at the end of the lease term or at the time each payment of rent becomes due under this Lease, as Lessor may elect, the difference between the rent for which provisions are made in this Lease and the rent received on any releasing, together with all costs and expenses of Lessor in connection with such re-leasing of rent and the cost of all repairs or renovations reasonably necessary in connection with the re-leasing, and if this option is exercised, Lessor shall, in addition, be entitled to recover from Lessee immediately any other damage occasioned by or resulting from the abandonment or a breach or default other than a default in the payment of rent.

In the event the Lessee holds over after the expiration of the Lease Term or after Lessor has become entitled to possession of the premises as a result of the default of the Lessee, the Lessee shall pay to the Lessor, double the daily amount of the daily rate of rental then required by the terms hereof for the last monthly period prior to the date such hold over commences and also pay all direct and consequential damages sustained by Lessor by reason of such hold over.

The remedies for which provision is made in this Lease shall not be exclusive; in addition thereto Lessor may pursue such other remedies as are provided by law in the event of any default by Lessee.

26. **BROKERAGE.** Lessee and Lessor acknowledge that they have not dealt, consulted or negotiated with any real estate broker, sales person or agent who is entitled, by separate agreement, to receive a commission from the Lessor. Each party hereby indemnifies and agrees to hold harmless the other from and against any and all loss and liability resulting from or arising out of any claim that the indemnifying party has dealt or negotiated with any other real estate broker, sales person or agent in connection with this Lease.

27. **ATTORNEYS' FEES.** In the event of litigation under this Lease, the prevailing party shall be entitled to recover its court costs and attorneys' fees from the other party. Attorneys' fees and court costs shall be deemed to include such fees and costs at all levels from pretrial through appeal. If Lessor deems it necessary to employ the services of an attorney to obtain Lessee's compliance with the terms and obligations of this Lease, Lessee shall pay Lessor's reasonable attorneys' fees, which shall be deemed as additional rent, whether or not litigation is commenced.

28. **SUBORDINATION AND ESTOPPEL.** This lease is and shall be subject and subordinate to any and all mortgages that may now or hereafter affect the real property of which the Premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. This provision is self-operative and no further instrument of subordination shall be necessary. In confirmation of such subordination, Lessee shall execute promptly any certificate that Lessor may request. Lessee hereby appoints Lessor as Lessee's irrevocable attorney-in-fact to execute any document of subordination on behalf of Lessee.

From time to time, Lessee, on at least five (5) days prior written request by Lessor, will deliver to Lessor a written statement certifying that this Lease is unmodified and in full force and effect (or if there shall have been modifications, that the same is in full force and effect as modified and stating the modifications) and the dates to which the rent and other charges have been paid and stating whether or not the Lessor is in default in performance of any covenant, agreement, or condition contained in this Lease and, if so, specifying each such default of which Lessee may have knowledge.

29. **HAZARDOUS SUBSTANCES.** Lessee's use of the Premises shall at all times be in full compliance with all federal, state and local environmental laws and regulations. Lessee hereby warrants to Lessor that, except to the extent already disclosed in writing to Lessor, Lessee's use of the Premises and Building shall not entail the use, storage, handling or disposal of any hazardous materials, substances, wastes or other environmentally regulated substances. As to any such uses disclosed to Lessor in writing, Lessee warrants and represents that Lessee is legally authorized and empowered to maintain all such environmentally regulated substances at the Premises or used in connection therewith, and Lessee has obtained and will maintain all licenses, permits and approvals required with respect thereto, and is in full compliance with all of the terms, conditions and requirements of such licenses, permits and approvals. Lessee further warrants and represents that it will promptly notify Lessor of any change in the nature or extent of any hazardous materials, substances or wastes maintained on, in or under the Premises or used in connection therewith, and will promptly transmit to Lessor copies of any permits, licenses, approvals, citations, order, notices, correspondence and other material governmental and other communication received relating to hazardous materials, substances, wastes or other environmentally regulated substances affecting the Premises. Lessee hereby indemnifies and holds Lessor harmless from and against any and all damages, penalties, fines, claims, liens,

suits, liabilities, costs (including clean-up costs), judgments and expenses (including attorneys', consultants' or experts' fees and expenses) of every kind and nature suffered by or asserted against Lessor as a direct or indirect result of noncompliance with any requirement under any law, regulation or ordinance, local or state or federal, which requires the elimination or removal of any hazardous materials, substances, wastes or other environmentally regulated substances. Lessee's obligations hereunder shall not be limited to any extent by the term of the Lease. Lessor agrees to provide and maintain approved storage containers for all flammable and hazardous materials. Lessor also agrees to abide by any and all regulations governing the safe, proper handling and disposal of said materials.

30. **ENTIRE AGREEMENT.** Lessee agrees that Lessor has not made any statement, promise or agreement, or taken upon itself any engagement whatsoever, verbally or in writing, in conflict with the terms of this Lease, or in which any way modifies, varies, alters, enlarges or invalidates any of its provisions. This Lease sets forth the entire understanding between Lessor and Lessee, and shall not be changed, modified or amended except by an instrument in writing signed by the party against whom the enforcement of any such change, modification or amendment is sought. The covenants and agreements herein contained shall bind, and the benefit and advantages herein shall inure to the respective heirs, legal representatives, successors and assigns of Lessor and Lessee. Should any clause or provision of this Lease be determined to be illegal, invalid or unenforceable under any present or future law by final judgment of a court of competent jurisdiction, the remainder of this Lease will not be affected thereby. Whenever used, the singular number shall include the plural and the plural shall include the singular and the use of any gender shall include all genders. The headings set forth in this Lease are for ease of reference only and shall not be interpreted to modify or limit the provisions hereof. Lessee shall not record this lease or any memorandum or short form thereof, and the recording thereof in violation of this provision shall make this lease void at Lessor's election. This Lease shall be construed in accordance with the laws of the State of Florida. Time is of the essence in the performance of all obligations under this Lease.

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

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Agreement to be executed the day and year first above written.

Signed, sealed and delivered

LESSOR:

By: 

Norbert Ehrich
Sr. Vice President FBO Services

Date: March 17, 2011

LESSEE:

By: C. H. Aircraft, LLC.


Mr. Gregg Sage
President

Date: March 15, 2011

Fuel

1. During the Term of this Lease, Lessee shall purchase from Lessor at the Facility and Lessor shall sell to Lessee at the Facility, all of the JetA fuel for the Aircraft while at Palm Beach International Airport.
2. Lessee shall use an Exxon Air World card when purchasing JetA fuel or other accepted credit card from Lessor.
3. In the event a fuel spill occurs during the refueling of the Aircraft that is caused by Lessor's negligence, or refueling equipment failure, Lessor will be responsible for fuel spill cleanup costs incurred. Lessee will be responsible for cleanup costs and hazardous waste disposal charges that result from any fuel spilled from the Aircraft on the Premises that resulted from aircraft systems or component failure during refueling or fuel transfer.
4. This Exhibit A shall continue during the Term of the Lease, and any extensions thereof, unless the Lease is sooner terminated in accordance with its terms.

CONSENT TO SUBLEASE

PALM BEACH COUNTY, a political subdivision of the State of Florida, the "COUNTY", by and through its Department of Airports, under that certain Lease Agreement with Jet Aviation Associates, Ltd. (the "LESSEE"), dated November 23, 1999 (R-99-2239), as amended (the "Lease Agreement"), hereby consents to LESSEE entering into a Sublease Agreement dated December 10, 2010, and commencing on December 1, 2010, (the "Sublease") with GRJ Flying Service, LLC, (the "SUBLESSEE") for the sublease of certain premises contained within the leasehold of LESSEE under the Lease Agreement.

Notwithstanding any provision of the Sublease to the contrary, the COUNTY hereby rejects any such provision in the Sublease, if any, which gives a greater right to the SUBLESSEE than that which the LESSEE has and, further, the COUNTY rejects any provision of the Sublease which purports to give the SUBLESSEE a right or interest in the premises independent of the LESSEE's Lease Agreement with the COUNTY. It is the express intent of the COUNTY in giving its consent that any forfeiture, loss, or termination of the LESSEE's Lease Agreement shall automatically terminate any sublease of the premises. In giving its consent to sublease the premises, Palm Beach County does not in any manner adopt, accept, or approve the terms of the Sublease or alter the terms of the Sublease.

It is the COUNTY's intent that the LESSEE shall remain liable to COUNTY for all rights and obligations contained in its Lease Agreement with the COUNTY.

APPROVED this ___ day of APR 12 2011 20__, by the County Administrator or the Director of the Department of Airports on behalf of and pursuant to the authority granted by the Board of County Commissioners.

By: _____
Title: _____

[Signature]
Director of Airports

Approved as to Form and Legal
Sufficiency:

By: _____

Anne Helgert
County Attorney

LEASE

THIS LEASE made and entered into as of the Tenth of December 2010 by and among Jet Aviation Associates, LTD. ("Lessor"), whose address is 1515 Perimeter Road, PBIA West Palm Beach Florida 33406 and GRJ Flying Service, LLC ("Lessee") 2424 Savannah Highway, Charleston, South Carolina 29414.

WITNESSETH:

In consideration of the mutual promises, covenants and conditions herein contained and the rent reserved by Lessor to be paid by Lessee to Lessor, Lessor hereby leases to Lessee and Lessee hereby rents from Lessor, that certain real property situated in Palm Beach County, Florida, hereinafter described, for the term and at the rentals and upon the terms and conditions hereinafter set forth. Lessee acknowledges that this Lease is subject to the Lease Agreement between Palm Beach County and Jet Aviation.

1 PREMISES.

1.1 Office Space. The real property hereby leased by Lessor to Lessee is Suite 214 (the "Premises"), of the building located at Building 1516.

1.2 Hangar Space. Lessor shall lease and otherwise provide Lessee with sufficient hangar space (the "Hangar Space" unless otherwise denoted) to store Lessee's Bell 407 helicopter N937GR or any other temporary replacement aircraft, which Lessee may from time to time elect to substitute on a temporary basis, provided such temporary replacement aircraft is not larger in size or dimension than the so identified Helicopter Bell 407, the ("Aircraft"). The Hangar Space to be provided is that space in building 1516 which Lessor has designated as Hangar # 2. The parties agree that Lessor has the sole, exclusive and absolute right to use designated alternative space to store the aircraft in any of the five hangars.

1.3 Terminology. The Hangar Space may be referred collectively hereto as the "Premises" unless otherwise specifically denoted.

2. TERM. The term of this Lease and the accrual of rents hereunder shall commence on December 1, 2010 (the "Commencement Date") and shall extend to midnight of November 30, 2011 (the "Expiration Date") for a period of One (1) year. This Lease may be terminated by either party on the anniversary date only, upon giving the other party (90) ninety days advance written notice.

3. USE. Lessee, its successors and assigns, shall use the Premises exclusively as space to provide services to the Aircraft and for no other purposes whatsoever. Lessee shall comply with all laws, ordinances, rules and regulations of applicable governmental authorities and Lessor of the Premises and Lessee shall not permit any unlawful, improper or offensive use of the Premises. Lessee shall not make use of the Premises or Building, which would make void or voidable any policy of fire or extended coverage insurance covering the Premises or Building. Lessee shall maintain all leased space in a neat and clean condition, and Lessee shall not permit rubbish or hazardous waste to accumulate or any fire or health hazard to exist. Lessee will not be allowed to use hangar space as storage. All of Lessee's or its agent's property must be stored in Lessee's office. Lessee is allowed one approved storage locker on rollers per a/c in the Hangar. Nothing may be stored on top against or under such locker. Furthermore, Lessee agrees to use assigned hangar space solely as storage for the Aircraft. Lessee will be permitted to perform only minor line maintenance on the Aircraft while it is stored in the hangar. The use of jacks in the hangar is not permitted. Any persons or entities performing services on behalf of Lessee at the Premises is expressly forbidden from soliciting business or work for any of

Leessor's tenants. Failure to comply with any or all of the above shall cause this Lease to be voidable at the Lessor's sole discretion. Lessee shall comply with all laws,

4. **RENT.**

4.1 **Base Rent:**

Monthly Base Rent for the Premises during the first year (1) year of the lease term shall be One Thousand Two Hundred Fifty Dollars (\$1250.00) for the hangar space plus tax; Two Hundred Sixty Dollars (\$260.00) for the office space plus tax. The rent for the office space will commence on January 1, 2010. ("Base Rent") payable by Lessee to Lessor without demand, set-off or deduction whatsoever. If the term commences on a day other than the first day of a month, or expires or is terminated on a day other than the last day of the month, Base Rent shall be prorated accordingly

4.2 **Sales Tax and Late Payment fee**

In addition to the rents provided for herein, Lessee shall also pay the amount of any use or sales tax on said rent imposed by the State of Florida, which shall be paid at the same time and in the same manner as each payment of rent. There shall be due with any payment of rent received after the fifth (5th) day of the month a late payment charge equal to five percent (5%) of the payment due or Fifty Dollars (\$50.00), whichever is greater. There shall be a fee of Thirty Dollars (\$30.00) on any checks returned for non-sufficient funds or any other reason. Any late charges or charges for checks not honored shall be deemed as additional rent.

4.3 **Time and Place of Payment**

Each monthly installment of rent and other sums due hereunder shall be payable in advance on the first (1st) day of each calendar month of the term made payable to Jet Aviation Associates, Ltd. at Building 1515 Perimeter Road, Palm Beach International Airport, West Palm Beach, FL 33406; or at such other place Lessor may from time to time designate in writing.

5. **FUEL** See Exhibit, "A" which is hereby incorporated by reference in this Lease.

6. **QUIET ENJOYMENT.** Lessor covenants that as long as Lessee pays the rent reserved in this Lease and performs its agreements hereunder Lessee shall have the right quietly to enjoy and use the Premises for the term hereof, subject only to the provisions of this Lease.

7. **SIGNS.** No sign that is visible from outside of the Premises shall be installed by Lessee without Lessor's prior written approval, said approval not to be unreasonably withheld, and written approval from Palm Beach County.

8 **SECURITY.** Lessee acknowledges and accepts full responsibility for the security and protection of the Premises and will prevent any unauthorized access to its facilities and airport security areas. Lessee will comply with all rules regulations of County and of any and all other governmental entities that now or may hereafter have jurisdiction over security Lessee further expressly acknowledges and hereby agrees to fully comply with all Federal, State and local laws including, but not limited to, FAR Part 107, as amended from time to time, and with all rules and regulations of the Department of Airports concerning security procedures, as they presently exist or may be amended from time to time. Lessee is subject to any fine resulting from their failure to comply with these regulations.

9 **UTILITIES.** During the term of this lease, Lessor shall pay all costs for electricity, water, sewer and trash collection services furnished to the Premises. Lessee agrees to use such utilities in a reasonable and efficient manner and not to cause unnecessary waste or expense to the Lessor. Lessor shall not be obligated to pay for or provide any other service or utility not herein listed, including, but not limited to, the installation, equipment, maintenance, repair or

Lessor's Initials
Lessee's Initials

charges for telecommunications or internet access. Lessee shall have the right to install and pay for any telecommunications or internet access at its sole expense. Lessee may, at its own expense, install a security system. The Lessor will be granted full right of access through any installed security system. Key systems shall not be changed or altered without prior written authorization of the Lessor.

10. **ASSIGNMENT.** Lessee shall not assign, sell, transfer or otherwise dispose of this Lease nor any rights hereunder, nor sublet all or any part of the Premises nor permit any other person or corporation to use any part of the Premises without first obtaining the express written consent of Lessor.

11. **LESSOR'S IMPROVEMENTS.** Not Applicable

12. **REPAIRS AND MAINTENANCE.** Lessee has inspected and occupied the Premises and accepts them in their "as is" condition. Lessor shall not be called upon and shall have no obligation to make any repairs, improvements or alterations whatsoever to the Premises except as hereinafter specified. During the term of this Lease, Lessor shall maintain the exterior walls in good repair, and shall keep the roof of the building watertight. Lessor shall also maintain the common areas of the Building in a neat and clean condition. Lessee shall be liable for Lessor's costs of repairs or maintenance that arise out of negligence or fault of Lessee, its employees, agents, invitees, licensees or customers to either this suite, hangar or the common areas.

Lessee shall deliver the Premises in as good condition and repair as on the Commencement Date, reasonable wear and tear excepted, and in a broom-clean condition with all glass and all windows and doors intact, failing which Lessor may restore the premises and such equipment and fixtures to such condition and Lessee shall pay cost thereof to Lessor on demand.

It is Lessee's responsibility to purchase contents insurance at a dollar value to be determined by Lessee; Lessee will hold Lessor harmless for any deficiency in the dollar amount of such coverage. Lessor shall not be liable for any loss or damage to Lessee's personal property in the Premises even though caused by the negligence of Lessor, or its agents, employees or persons under Lessor's control or direction.

13. **ALTERATION TO THE PREMISES AND REMOVAL OF EQUIPMENT.** Lessee shall not make any alteration or addition to the Premises without the express prior written consent of Lessor. Upon expiration and termination of this Lease, all installations, fixtures, improvements and alterations made or installed by Lessee including electric lighting fixtures installed by Lessee shall remain a part of the Premises as the property of Lessor and, upon written request from Lessor, shall be removed at Lessee's expense without damage to the Premises prior to Lessee vacating the Premises.

14. **CASUALTY.** In the event the Premises are rendered untenable by fire or other casualty, Lessor shall have the option of terminating this Lease or rebuilding the Premises and in such event written notice of the election by Lessor shall be given to Lessee within ninety (90) days after the occurrence of such casualty. In the event Lessor elects to rebuild the Premises, the Premises shall be restored to its condition prior to such casualty loss within a reasonable time. Lessee shall have the right to continue occupancy in the Premises with abatement of rent only to the extent and for the period that all or a portion of the Premises are actually untenable. In the event Lessor elects to terminate this Lease, the rent shall be paid to and adjusted as of the date of such casualty, and the term of this Lease shall then expire, and this Lease shall be of no further force or effect, and Lessor shall be entitled to sole possession of the Premises.

15. **LIENS.** Lessee agrees that it will make full and prompt payment of all sums necessary to pay for the cost of repairs, alterations, improvements, changes or other work done by Lessee to the Premises and further agrees to indemnify and hold Lessor harmless from and against any and all such costs and liabilities incurred by Lessee, and against any and all construction liens arising out of or from such work. In the event any notice or claim of lien shall be asserted of record against the interest of Lessor in the Premises or Building on account of any improvement work done by or for Lessee, or any person claiming by, through or under Lessee, or for improvements or work the cost of which is the responsibility of Lessee, Lessee agrees to have such lien canceled and discharged of record (either by payment or bond as permitted by law) within ten (10) days after notice to Lessee by Lessor, and in the event Lessee shall fail to do so, Lessee shall be considered in default under the terms of this Lease.

16. **INSPECTION AND REPAIR.** Lessor or its representatives shall have the right at any reasonable time, upon twenty-four (24) hours notice (except in the case of emergency when no prior notice shall be required) to enter the Premises for the purpose of inspection or for the purpose of making or causing to be made any repairs or otherwise to protect its interest.

17. **WAIVER OR ESTOPPEL.** The failure of Lessor to insist, in any one or more instances, upon strict performance of any covenants or agreements of this Lease or exercise any option of Lessor herein contained, shall not be construed as a waiver or relinquishment for the future enforcement of such covenant, agreement or option but the same shall continue and remain in full force and effect. Receipt of rent by Lessor, with knowledge of the breach of any covenant or agreement hereof shall not be deemed a waiver of such breach and no waiver by Lessor of any provisions hereof shall be deemed to have been made unless expressed in writing and signed by Lessor.

18. **CONDEMNATION.** Lessor reserves unto itself, and Lessee assigns to Lessor, all right to damages accruing on account of any taking or condemnation of any part of the Premises, or by reason of any act of any public or quasi-public authority for which damages are payable. Lessee agrees to execute such instruments of assignment as may be required by Lessor, to join with Lessor in any petition for the recovery of damages, if requested by Lessor, and to turn over to Lessor any such damages that may be recovered in any such proceeding. Lessor does not reserve to itself, and Lessee does not assign to Lessor, any damages payable for trade fixtures installed by Lessee at its cost and expense and which are not part of the realty. Upon condemnation of a portion of the Premises, this Lease and Lessee's obligations hereunder shall terminate as to such space.

19. **FEDERAL RIGHT TO RECLAIM.** In the event a United States governmental agency shall demand and take over the entire facilities of the Palm Beach International Airport or the portion thereof wherein the Premises are located, for public purposes, then this Lease shall thereupon terminate and Lessor shall be released and fully discharged from any and all liability hereunder arising due to such reclamation. This section shall not act or be construed as a waiver of any rights Lessee may have against the United States as a result of such taking.

20. **NOTICES.** All notices required or contemplated by this Lease shall be in writing and shall be delivered by hand or by United States Certified Mail, Return Receipt Requested, addressed to the party to whom such notice is directed as follows:

Lessor:

Mr. Norbert Ehrich
Vice President of FBO Services
Jet Aviation Associates, Ltd.
Building 1515
Palm Beach International Airport
West Palm Beach, FL 33406

Lessee:

Mr. Joe Barber
Chief Financial Officer
GRJ flying Service LLC
2424 Savannah Highway
Charleston, South Carolina 29414

By giving at least five (5) days' prior written notice to the other party, either party may change its address for notices hereunder.

21. **INSURANCE.** Lessee shall, at its expense, provide and maintain in force during the entire term of this Lease, and any extension or renewal hereof, public liability insurance with limits of coverage not less than Five Hundred Thousand Dollars (\$500,000.00) for any property damage or loss from any one accident, and not less than One Million Dollars (\$1,000,000.00) for injury to any one person from any one accident, applicable to the Premises. If the office area involves aircraft operations it is the Lessee's responsibility to carry Airport Premises Liability Insurance (including Blanket Contractual Liability) covering its aircraft operations at the facility. Such insurance shall be in the amount of not less than \$10,000,000 (ten million) Combined Single Limit any one occurrence. Aircraft operators insurance for bodily injury/property damage and passenger evidenced by certificate and at each subsequent renewal as long as agreement is in effect. Limit to not less than \$25,000,000 (twenty five million) combined single limit each occurrence. Each policy of insurance shall name as the insured thereunder Lessor and Lessee. Each such liability insurance policy shall be of the type commonly known as Lessor's and Lessee's insurance. The original of each such policy of insurance or certified duplicates thereof issued by the insuring organization shall be delivered by Lessee to Lessor on or before ten (10) days prior to occupancy of the Premises by Lessee and shall provide thirty (30) days' prior notice of cancellation to Lessor.

Upon Lessee's failure to procure such insurance and deliver the policy or certificate to Lessor within ten (10) days from the date of commencement of the term hereunder or ten (10) days before the expiration of any policy delivered to Lessor, Lessor may obtain such insurance and the premiums therefore shall be deemed to be, and shall be paid as, Additional Rent at the next rent payment day.

Lessor will pay, in the first instance, all premiums for fire and extended coverage insurance on the building wherein the leased premises are located. Premiums paid for such insurance for the year of coverage next ending after the tenancy date shall be the "base insurance premiums" herein. If there be an increase in premiums for such insurance during the lease term over the base insurance premiums, Lessee shall pay to Lessor, within thirty (30) days after receipt of written notice and proof of payment thereof, its pro rata share of the actual increase in such fire, flood, and extended coverage insurance, and loss of rents premiums, measured by the amount of square footage of floor space occupied by Lessee in relationship to the total amount of rentable square footage of floor space in the insured building.

22. **INDEMNIFICATION.** To the extent permitted by law, Lessee shall defend, indemnify, and hold harmless Lessor and its agents from and against all claims, demands,

Lessor's Initials
Lessee's Initials

[Handwritten initials]

liabilities, causes of action, suits, judgments, and expenses (including attorneys' fees) (any, a "Claim") arising from any occurrence on the Premises or from Lessee's failure to perform its obligations under this Agreement (other than a Claim arising from the sole or gross negligence of Lessor or its agents), even though caused or alleged to be caused by the joint, comparative, or concurrent negligence or fault of Lessor or its agents, and even though any such Claim is based upon or alleged to be based upon the strict liability of Landlord or its agents. This indemnity provision is intended to indemnify Lessor and its agents against the consequences of their own negligence or fault as provided above when Lessor or its agents are jointly, comparatively, or concurrently negligent with Lessee. This indemnity provision shall survive termination or expiration of this Agreement.

23. **DEPOSITS AND ADVANCE RENT.** Upon commencement of this lease, Lessee will pay Lessor One Thousand Five Hundred Ten Dollars plus tax as security for the faithful performance of Lessee's obligations hereunder. In addition, Lessee will deposit with Lessor the sum of Zero Dollars (\$0) as an advance toward the Base Rent and Sales Tax for the last month of the term of this lease. Any funds paid by Lessee to Lessor as a deposit or advance pursuant to the terms of this Lease may be commingled with other funds of Lessor and need not be placed in escrow or otherwise held in a segregated account. If any sum or sums of money shall become payable by Lessee to Lessor pursuant to the terms of this Lease, Lessor shall have the right to apply any deposits or advances made by Lessee against such sums due by Lessee to Lessor, whereupon Lessor shall be entitled to immediate reimbursement for such advance or replenishment of such deposit by Lessee.

24. **REAL ESTATE TAXES.** Lessor will pay, in the first instance and before delinquency, all general real estate taxes and assessments for betterments or improvements which may be levied or assessed by any lawful authority against the demised premises.

25. **DEFAULT.** In the event Lessee shall fail (a) to make any rental or other payment due hereunder or (b) breach or failure to perform any of the agreements herein other than the agreement to pay rent, and shall fail to cure such default within ten (10) days after written notice of default from Lessor, Lessor shall have the option to:

Sue for rents as they become due;

Terminate this lease, resume possession of the Premises for its own account and recover immediately from Lessee the difference between the rent for which provisions is made in this Lease and fair rental value of the Premises for the remainder of the lease term, together with any other damage occasioned by or resulting from the abandonment or a breach or default other than a default in the payment of rent; or

Resume possession of the Premises for the account of Lessee and recover from Lessee, at the end of the lease term or at the time each payment of rent becomes due under this Lease, as Lessor may elect, the difference between the rent for which provisions are made in this Lease and the rent received on any releasing, together with all costs and expenses of Lessor in connection with such re-leasing of rent and the cost of all repairs or renovations reasonably necessary in connection with the re-leasing, and if this option is exercised, Lessor shall, in addition, be entitled to recover from Lessee immediately any other damage occasioned by or resulting from the abandonment or a breach or default other than a default in the payment of rent.

In the event the Lessee holds over after the expiration of the Lease Term or after Lessor has become entitled to possession of the premises as a result of the default of the Lessee, the Lessee shall pay to the Lessor, double the daily amount of the daily rate of rental then required by the terms hereof for the last monthly period prior to the date such hold over commences and also pay all direct and consequential damages sustained by Lessor by reason of such hold over.

The remedies for which provision is made in this Lease shall not be exclusive; in addition thereto Lessor may pursue such other remedies as are provided by law in the event of any default by Lessee.

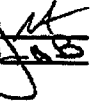
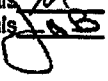
26. **BROKERAGE.** Lessee and Lessor acknowledge that they have not dealt, consulted or negotiated with any real estate broker, sales person or agent who is entitled, by separate agreement, to receive a commission from the Lessor. Each party hereby indemnifies and agrees to hold harmless the other from and against any and all loss and liability resulting from or arising out of any claim that the indemnifying party has dealt or negotiated with any other real estate broker, sales person or agent in connection with this Lease.

27. **ATTORNEYS' FEES.** In the event of litigation under this Lease, the prevailing party shall be entitled to recover its court costs and attorneys' fees from the other party. Attorneys' fees and court costs shall be deemed to include such fees and costs at all levels from pretrial through appeal. If Lessor deems it necessary to employ the services of an attorney to obtain Lessee's compliance with the terms and obligations of this Lease, Lessee shall pay Lessor's reasonable attorneys' fees, which shall be deemed as additional rent, whether or not litigation is commenced.

28. **SUBORDINATION AND ESTOPPEL.** This lease is and shall be subject and subordinate to any and all mortgages that may now or hereafter affect the real property of which the Premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. This provision is self-operative and no further instrument of subordination shall be necessary. In confirmation of such subordination, Lessee shall execute promptly any certificate that Lessor may request. Lessee hereby appoints Lessor as Lessee's irrevocable attorney-in-fact to execute any document of subordination on behalf of Lessee.

From time to time, Lessee, on at least five (5) days prior written request by Lessor, will deliver to Lessor a written statement certifying that this Lease is unmodified and in full force and effect (or if there shall have been modifications, that the same is in full force and effect as modified and stating the modifications) and the dates to which the rent and other charges have been paid and stating whether or not the Lessor is in default in performance of any covenant, agreement, or condition contained in this Lease and, if so, specifying each such default of which Lessee may have knowledge.

29. **HAZARDOUS SUBSTANCES.** Lessee's use of the Premises shall at all times be in full compliance with all federal, state and local environmental laws and regulations. Lessee hereby warrants to Lessor that, except to the extent already disclosed in writing to Lessor, Lessee's use of the Premises and Building shall not entail the use, storage, handling or disposal of any hazardous materials, substances, wastes or other environmentally regulated substances. As to any such uses disclosed to Lessor in writing, Lessee warrants and represents that Lessee is legally authorized and empowered to maintain all such environmentally regulated substances at the Premises or used in connection therewith, and Lessee has obtained and will maintain all licenses, permits and approvals required with respect thereto, and is in full compliance with all of the terms, conditions and requirements of such licenses, permits and approvals. Lessee further warrants and represents that it will promptly notify Lessor of any change in the nature or extent of any hazardous materials, substances or wastes maintained on, in or under the Premises or used in connection therewith, and will promptly transmit to Lessor copies of any permits, licenses, approvals, citations, order, notices, correspondence and other material governmental and other communication received relating to hazardous materials, substances, wastes or other environmentally regulated substances affecting the Premises. Lessee hereby indemnifies and holds Lessor harmless from and against any and all damages, penalties, fines, claims, liens,

Lessor's Initials 
Lessee's Initials 

suits, liabilities, costs (including clean-up costs), judgments and expenses (including attorneys', consultants' or experts' fees and expenses) of every kind and nature suffered by or asserted against Lessor as a direct or indirect result of noncompliance with any requirement under any law, regulation or ordinance, local or state or federal, which requires the elimination or removal of any hazardous materials, substances, wastes or other environmentally regulated substances. Lessee's obligations hereunder shall not be limited to any extent by the term of the Lease. Lessor agrees to provide and maintain approved storage containers for all flammable and hazardous materials. Lessor also agrees to abide by any and all regulations governing the safe, proper handling and disposal of said materials.

30. **ENTIRE AGREEMENT.** Lessee agrees that Lessor has not made any statement, promise or agreement, or taken upon itself any engagement whatsoever, verbally or in writing, in conflict with the terms of this Lease, or in which any way modifies, varies, alters, enlarges or invalidates any of its provisions. This Lease sets forth the entire understanding between Lessor and Lessee, and shall not be changed, modified or amended except by an instrument in writing signed by the party against whom the enforcement of any such change, modification or amendment is sought. The covenants and agreements herein contained shall bind, and the benefit and advantages herein shall inure to the respective heirs, legal representatives, successors and assigns of Lessor and Lessee. Should any clause or provision of this Lease be determined to be illegal, invalid or unenforceable under any present or future law by final judgment of a court of competent jurisdiction, the remainder of this Lease will not be affected thereby. Whenever used, the singular number shall include the plural and the plural shall include the singular and the use of any gender shall include all genders. The headings set forth in this Lease are for ease of reference only and shall not be interpreted to modify or limit the provisions hereof. Lessee shall not record this lease or any memorandum or short form thereof, and the recording thereof in violation of this provision shall make this lease void at Lessor's election. This Lease shall be construed in accordance with the laws of the State of Florida. Time is of the essence in the performance of all obligations under this Lease.

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

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Agreement to be executed the day and year first above written.

Signed, sealed and delivered

LESSOR:

By: 

Norbert Ehrich
Sr. Vice President FBO Services

Date:

3/18/2011

LESSEE:

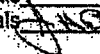
By: 

Joseph H. Barber
Mr. Joe Barber
Chief Financial Officer

Date:

12/13/10

Lessor's Initials
Lessee's Initials



Fuel

1. During the Term of this Lease, Lessee shall purchase from Lessor at the Facility and Lessor shall sell to Lessee at the Facility, all of the JetA fuel for the Aircraft while at Palm Beach International Airport.
2. Lessee shall pay Lessor for each gallon of JetA fuel sold by Lessor to Lessee at Palm Beach pursuant to this Lease at an agreed to price of Retail Minus \$1.30.
3. Lessee shall use an Exxon Air World card when purchasing JetA fuel or other accepted credit card from Lessor.
4. In the event a fuel spill occurs during the refueling of the Aircraft that is caused by Lessor's negligence, or refueling equipment failure, Lessor will be responsible for fuel spill cleanup costs incurred. Lessee will be responsible for cleanup costs and hazardous waste disposal charges that result from any fuel spilled from the Aircraft on the Premises that resulted from aircraft systems or component failure during refueling or fuel transfer.
5. This Exhibit A shall continue during the Term of the Lease, and any extensions thereof, unless the Lease is sooner terminated in accordance with its terms.

GENERAL AERONAUTICAL SERVICES PERMIT

THIS GENERAL AERONAUTICAL SERVICES PERMIT (this "Permit") is made and entered into APR 05 2011 by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and F.B. Enterprises, LLC d/b/a Top Flight Aviation Services, a Limited Liability Company, having its office and principal place of business at 925 South B Street, Lake Worth, Florida 33460 ("Permittee").

WITNESSETH:

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

WHEREAS, Permittee desires to provide certain general aeronautical support services to air carriers operating at the Airport, or to other Airport tenants, on a non-exclusive basis, in common with others authorized to do so; and

WHEREAS, Permittee has filed a completed application with the Department and has requested to enter into this Permit; and

WHEREAS, Resolution No. R-2010-0708, adopted by the Board on May 4, 2010, authorizes the Department, on behalf of County, to enter into this Permit.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and for such 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 Permit, shall be defined as follows:

2.01 "Aircraft and Equipment Maintenance Service" means repair and maintenance of aircraft, and the repair, fueling and maintenance of ramp equipment, which shall be limited to areas approved in advance in writing by the Department.

2.02 "Aircraft Interior Cleaning and Waste Disposal Service" means providing personnel, equipment and material to clean the interior of Aircraft.

2.03 "Aircraft Ramp Service" means guiding aircraft in and out of aircraft loading and unloading positions; placing in position and operating passenger, baggage and cargo loading and

unloading devices, as required for the safe and efficient loading and unloading of passengers, baggage and cargo to and from aircraft; performing loading and unloading of passengers, baggage and cargo to and from aircraft; providing utility services to aircraft; towing aircraft; delivering aircraft cargo, baggage and mail to and from aircraft to locations on the Airport; and fueling of aircraft.

2.04 "Airline-Airport Use and Lease Agreement" means the then current Airline-Airport Use and Lease Agreement approved by the Board. As of the date of this Permit, the most current version of the Airline-Airport Use and Lease Agreement was approved pursuant to Resolution No. R-2006-1906.

2.05 "Airline Ticketing and Boarding Service" means the processing of passengers, including ticketing, checking-in, boarding and unboarding of air passengers and their baggage.

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

2.07 "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.

2.08 "Annual Permit Fee" has the meaning set forth in Section 5.01(B).

2.09 "Authorized Aeronautical Services" means those aeronautical support services set forth in Section 4.01.

2.10 "Baggage Delivery Service" means handling and transportation between the Airport and a passenger's location, of delayed, misplaced or misrouted baggage or other articles of the passengers of contracting air carriers or aircraft operators.

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

2.12 "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.

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

2.14 "Contract Year" means the period of twelve (12) consecutive months ending with the last day of September of each year.

2.15 "Contracted Flights" has the meaning set forth in Section 6.02(E).

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

2.17 "Director" means the Director or Acting Director of the Department of Airports.

2.18 "Effective Date" means the date that this Permit is approved by signed by the parties hereto.

2.19 "Environmental Laws" has the meaning set forth in Section 14.04.

2.20 "FAA" means the Federal Aviation Administration.

2.21 "Facility Usage Charges" has the meaning set forth in the Section 5.03.

2.22 "Federal Inspection Services (FIS) Facility" means that portion of Building 1000 at the Airport designated for U.S. Customs facilities.

2.23 "Gross Revenues" means all revenues paid or payable to Permittee for the provision of services in, on, from or about the Airport pursuant to this Permit, including, without limitation, the Authorized Aeronautical Services. Notwithstanding the foregoing, Gross Revenues shall not include any revenues derived from providing Authorized Aeronautical Services to Signatory Airlines, or sales taxes or similar excise taxes, which are separately stated and collected from Permittee's customers.

2.24 "Initial Term" has the meaning set forth in Article 3.

2.25 "Insurance Requirements" has the meaning set forth in Article 7.

2.26 "Monthly Report" has the meaning set forth in Section 5.04.

2.27 "Non-Signatory Airline" means any airline that is not considered a Signatory Airline for purposes of the Airline-Airport Use and Lease Agreement.

2.28 "Port of Entry Building" means Building 120 at the Airport, utilized for U.S. Customs facilities.

2.29 "Porter Assistance Service" means handling and transportation, through the use of porters, of baggage and other articles of the passengers of contracting air carriers or aircraft operators, upon request of the passenger, in public access areas of the Port of Entry Building and the Terminal, exclusive of the FIS Facility, as designated and approved by the Department.

2.30 "Renewal Term" has the meaning set forth in Article 3.

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

2.32 "Service Fee" has the meaning set forth in Section 5.02.

2.33 "Signatory Airline" has the meaning set forth in the Airline-Airport Use and Lease Agreement.

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

2.35 "Terminal" means the commercial passenger terminal located in Building 1000 at the Airport.

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

2.37 "Use Agreement" has the meaning set forth in Section 5.03.

ARTICLE 3

COMMENCEMENT DATE AND TERM OF AGREEMENT

The term of this Permit shall commence on March 18, 2011 (the "Commencement Date") and expire on September 30, 2011, (the "Initial Term"). This Permit shall be automatically renewed on a year-to-year basis (October 1st through September 30th) thereafter upon the expiration of the then current term (the "Renewal Term"); provided that: (1) Permittee is not in violation of this Permit; and (2) neither party has provided a notice to the other party, with the Department acting on behalf of County, by at least thirty (30) days advance written notice, of its desire or intent to terminate or not renew this Permit. The Initial Term and each Renewal Term are collectively referred to as the "Term".

ARTICLE 4
PRIVILEGES AND AUTHORIZED SERVICES

4.01 Authorized Aeronautical Services. County hereby authorizes Permittee to provide, on a non-exclusive basis, under written contract with Signatory Airlines, Non-Signatory Airlines, or Airport tenants serving the Airport and having validly executed agreements with County, the following aeronautical support services:

- A. Aircraft Ramp Service
- B. Aircraft and Equipment Maintenance Service
- C. Aircraft Interior Cleaning and Waste Disposal Service
- D. Porter Assistance Service
- E. Baggage Delivery Service
- F. Airline Ticketing and Boarding Service

Permittee shall not provide any other services whatsoever at the Airport, including, but not limited to, other aeronautical support services, without the prior written consent of County, which may be granted or withheld in County's sole and absolute discretion.

4.02 Description of General Privileges, Uses and Rights. County hereby grants to Permittee, the following non-exclusive general privileges, uses and rights, all of which shall be subject to the terms, conditions and covenants hereinafter set forth below:

- A. The general use, in common with others, of all public Airport facilities and improvements in connection with its operations hereunder. For the purpose of this Permit, "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 others.
- B. The right of ingress to and egress from the Terminal over and across public roadways serving the Airport for Permittee, its agents and employees, patrons and invitees, suppliers of service and furnishers of material, if any. Said right shall be subject to such laws, rules, regulations and orders as now or may hereafter have application at the Airport.

Nothing contained in this Section 4.02 shall be construed to grant to Permittee the right to use any space or area, improved or unimproved, which is leased to a third party.

ARTICLE 5
FEES, CHARGES AND REPORTS

5.01 Permit Fees.

- A. Permittee shall pay a non-refundable application fee of Two Hundred Fifty Dollars (\$250.00) with submission of Permittee's application for this Permit. In the event this Permit expires or is otherwise terminated, Permittee shall be required to pay an additional application fee at the then current rate.

- B. Permittee shall pay an annual permit fee of Two Hundred Fifty Dollars (\$250.00) ("Annual Permit Fee"). The Annual Permit Fee shall be paid on or before October 1 of each year, without demand, deduction or setoff, throughout the Term of this Permit. Payment of the Annual Permit Fee shall be in addition to payment of the Service Fee as provided in Section 5.02 and Facility Usage Charges as provided in Section 5.03.

5.02 Service Fee. Permittee shall pay to County seven percent (7%) of monthly Gross Revenues, together with applicable sales taxes thereon ("Service Fee"). The Service Fee shall be paid to County on or before the fifteenth (15th) day of each and every month, without demand, deduction or setoff, throughout the Term of this Permit.

5.03 Facility Usage Charges. Permittee shall pay to County reasonable and non-discriminatory fees and charges ("Facility Usage Charges") as set forth in the then current Airline-Airport Use and Lease Agreement, for the use of any Airport facilities and/or equipment, including, but not limited to, baggage makeup areas and devices and passenger loading bridges. Notwithstanding the foregoing, County may require Permittee to enter into a separate agreement for the use of Airport facilities and equipment ("Use Agreement"). Except as otherwise provided in any Use Agreement with County, Facility Usage Charges shall be paid to County on or before the fifteenth (15th) day of each and every month, without demand, deduction or setoff, throughout the Term of this Permit.

5.04 Monthly Report. On or before the fifteenth (15th) day of each month throughout the Term of this Permit, Permittee shall submit to County, in a form and in detail satisfactory to County, a written report that: (1) details Gross Revenues for the preceding month; (2) details Service Fees payable to County for the preceding month; (3) details any Facility Usage Charges payable to County in connection with services provided by Permittee pursuant to Section 4.01(F); (4) separately identifies any exclusions from Gross Revenues; and (5) identifies the airlines, aircraft operators and/or other tenants at the Airport that Permittee provided services for during the preceding month (the "Monthly Report"). The Monthly Report shall be signed by a responsible officer of Permittee, certifying the accuracy of the information contained in the Monthly Report. County may require reports required by this Article 5 to be submitted in an electronic format.

5.05 Payment of Taxes. Permittee shall pay any and all taxes and other costs as may be lawfully assessed against its operations under this Permit. Permittee shall have the right to contest the amount or validity of any tax or assessment payable by its appropriate legal proceedings, but this shall not be deemed or construed in any way as relieving, modifying, or extending Permittee's covenants to pay any such tax or assessment, unless the legal proceedings shall operate to prevent the collection of the tax or assessment. Upon termination of such legal proceedings, Permittee shall pay the amount of any such tax or assessment, or part thereof, as finally determined in such proceedings, the payment of which may have been deferred during the prosecution thereof, together with any costs, fees, interest, penalties, or other liabilities in connection therewith.

5.06 Unpaid Fees and Charges. In the event Permittee fails to make timely payment of any amounts due and payable in accordance with the terms of this Permit, then interest at the rate of one and one half percent (1.5%) per month shall accrue against the delinquent payment(s) from date due until the date payment is received by Department.

5.07 Audit Requirement. On or before December 31 of each year, Permittee shall provide to County an audit report in accordance with the requirements of this Section 5.07 for the preceding Contract Year. The first such audit report shall commence as of the Commencement Date and the last audit report shall cover through Permittee's last day of operation under to this Permit. In the event the Gross Revenues for the preceding Contract Year are Twenty-Five Thousand Dollars (\$25,000) or less, the audit report may be prepared by an employee of Permittee and shall be signed and certified under oath by the chief financial officer of Permittee as being true and correct. In the event the Gross Revenues for the preceding Contract Year are more than Twenty-Five Thousand Dollars (\$25,000), the audit report shall be prepared by an independent Certified Public Accountant, not a regular employee of Permittee, in accordance with Generally Accepted Auditing Standards prescribed by the American Institute of Certified Public Accountants or any successor agency thereto. The audit report shall be in a form acceptable to the Department. The audit report shall include the following:

- A. Schedule of Gross Revenues by month.
- B. Schedule of Service Fees by month.
- C. Schedule of Facility Usage Charges by month (if any).
- D. Schedule of payments made to County by month.
- E. A calculation of the total amount of Service Fees payable to County for the preceding Contract Year.

In the event Permittee is required to submit an audit report prepared by an independent Certified Public Accountant, the audit report shall include an opinion on the required schedules. Failure to deliver an audit report, or delivery of an audit report containing a qualified opinion, an adverse opinion, or a disclaimer of opinion, as defined by the American Institute of Certified Public Accountants or any successor agency thereto, shall be deemed to be a material default of this Permit. If the audit report indicates that the amount due and owing for any Contract Year is greater than the amount paid by Permittee to County during such Contract Year, Permittee shall pay the difference to County with the audit report. If the amount actually paid by Permittee to County during any Contract Year exceeds the amount due and owing for such Contract Year, County shall credit the overpayment in the following order: (1) against any past due amounts owed to County by Permittee, including interest and late fees; (2) against currently outstanding, but not yet due, amounts owed to County by Permittee; (3) against future amounts that will become due during the succeeding Contract Year; and (4) against any other sums payable by Permittee to County. Notwithstanding the foregoing, in the event of an overpayment by Permittee during the last Contract Year, County shall credit the overpayment against any remaining amounts owed to County, including interest and late fees, and refund to Permittee any overpayment amount in excess of the credit.

5.08 Address for Payments. All payments required to be made by Permittee under this Permit shall be made payable to "Palm Beach County." All reports and payments shall be delivered to the following address: Finance Division, Department of Airports, 846 Palm Beach International Airport, West Palm Beach, Florida 33406-1470, or to such other office or address as may be substituted therefor.

5.09 Accounting Records. Permittee shall maintain all books of account and records customarily used in this type of operation, in accordance with Generally Accepted Accounting Practices (GAAP). County, at all times, throughout the Term and for no less than three (3) years following termination of this Permit, shall have the right to audit and examine during normal working hours all such records and books of account relating to Permittee's operations hereunder, provided that Permittee shall not be required to retain such books of account and records for more than three (3) years after the end of each Contract Year of this Permit. Upon County's request for examination of such books of account and records and should the books of account and records be kept at locations other than the Airport, Permittee shall arrange for them to be brought to a location convenient to the auditors for County in order for County to conduct the audits and inspections as set forth in this Article 5. If, as a result of the audit, County determines that Permittee has understated the amounts due to County hereunder by five percent (5%) or more, the entire expense to County of the audit shall be assumed by and be the sole responsibility of Permittee. All amounts due County and reasonable expenses associated with said audit (if any) shall forthwith be paid by Permittee to County, with interest thereon calculated in accordance with Section 5.06 hereof.

5.10 Service Contracts. Upon County's request, Permittee shall provide to County legible, written copies of any and all contracts entered into between Permittee and any other person or entity for the provision of services under this Permit ("Service Contracts"), including, but not limited to, airlines serving the Airport. Permittee shall also provide to County copies of any and all renewals, modifications, amendments and cancellations to the Service Contracts.

5.11 Adjustment of Fees and Charges. Permittee acknowledges and agrees that the fees and charges payable hereunder may be modified from time to time and that Permittee shall be responsible for payment of such modified fees without formal amendment to this Permit.

ARTICLE 6 **OBLIGATIONS OF PERMITTEE**

6.01 Maintenance of Facilities and Equipment.

- A. Permittee shall, at its sole cost and expense, maintain all facilities and equipment provided by County to Permittee for use at the Airport in carrying out the Authorized Aeronautical Services, in good and fit condition consistent with good business practice and in accordance with all applicable laws, regulations and rules of any government agency. Permittee shall repair any damage to the Airport caused by its employees, patrons, invitees, 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 Permittee's operations thereon. Permittee

hereby agrees that it shall abide by the decision of County with respect to any and all maintenance or repair requirements. County shall be the sole judge of Permittee's performance under this Section 6.01(A), as to the quality of maintenance or repair. Upon written notice by County to Permittee, Permittee shall perform the required maintenance or repair in accordance with County's decision. If Permittee has not made a good faith effort, as determined by County, to begin to perform the required maintenance or repair within ten (10) days of the date of the written notice, and to diligently pursue the same to completion, County shall have the right to perform the maintenance or repair, and Permittee hereby expressly agrees that it shall fully assume and be liable to County for payment of the costs therefor, plus a twenty-five percent (25%) administrative overhead. Permittee shall pay all costs incurred by County, plus the administrative overhead, within thirty (30) days of the date of County's invoice.

- B. Permittee shall maintain its equipment utilized at the Airport in good condition and repair. In addition, any equipment utilized within the public areas of the Terminal shall be in a safe, neat and clean condition at all times, including, but not limited to, carts used to transport passenger luggage and wheelchairs. County may require Permittee to remove, repair or replace any equipment from the Airport that is in an unsafe or unsightly condition upon written notice. In the event Permittee fails to remove, repair or replace the equipment as required by County's notice within three (3) business days of the date of the notice, Permittee shall pay County a penalty fee of Fifty Dollars (\$50.00) per day from the date of County's notice until the violation has been corrected. Permittee shall pay County within ten (10) days of the date of the violation.

6.02 Service Standards. Permittee shall only provide Authorized Aeronautical Services in a first class professional manner, consistent with good business practice and shall at all times observe and comply with the following service standards:

- A. Permittee shall hire and assign a full-time manager or managers, qualified and experienced in the management and control of the services authorized to be performed herein. Manager(s) shall be delegated sufficient authority to ensure proper performance of the terms and conditions of this Permit. Permittee shall also provide at least two (2) twenty-four (24) hour telephone numbers to enable the Department to contact the manager or supervisory personnel whenever necessary. Permittee shall be responsible to inform the Department of any change in name(s) and/or number(s) of the managers and supervisory personnel.

- B. Permittee shall properly control the conduct, demeanor and appearance of its employees. Permittee shall cause its employees to discharge their duties in a professional, courteous and efficient manner, be suitably uniformed and wear appropriate identification. Permittee shall ensure that its employees' uniforms are at all times in good, neat and clean condition.
- C. Permittee's employees shall at all times be under the control and supervision of Permittee, including during slack periods, between job assignments, and during break periods and meals. Permittee shall not permit its employee to loiter in the public areas of the Terminal, including, but not limited to, the baggage claim level and public passenger lounge areas.
- D. Permittee shall not provide Porter Assistance Service within the U.S. Customs facilities located at the Port of Entry Building, or the FIS Facility at the Terminal, without the specific prior written approval of County.
- E. Permittee shall only be permitted to provide Porter Assistance Services in the baggage claim level of the Terminal for flights Permittee is servicing for a particular airline pursuant to Permittee's Service Contract with such airline ("Contracted Flights") upon the request of a passenger of such airline. Permittee shall not permit its employees to loiter or solicit passengers for Porter Assistance Services in the baggage claim level of the Terminal during periods between Contracted Flights. Permittee shall not permit its employees to block or prevent passengers from accessing self-service baggage carts. In the event Permittee or its employees is found to be in violation of the requirements of this paragraph, Permittee shall pay County a penalty fee of Fifty Dollars (\$50.00) per violation within ten (10) days of the date of the violation. County shall provide Permittee with a written notice of each such violation, which shall include the name of the employee, date and time of the violation and any other pertinent information related to the violation.
- F. Permittee shall not permit its employees to solicit or request tips or gratuities, directly or indirectly from Airport passengers.
- G. Permittee shall cause its employees to dispose of found property in accordance with Department approved procedures.
- H. Permittee shall not permit its employees to annoy, harass or disturb any Airport passengers, tenants or users of the Airport.
- I. Permittee shall be responsible, at Permittee's sole cost and expense, for providing appropriate break and meal areas for its employees and contractors.

- J. Permittee shall furnish good, prompt and efficient service adequate to meet all the demands for its service at the Airport, and furnish services on a fair, equal and non-discriminatory basis to all users thereof. Permittee shall charge fair, reasonable, and nondiscriminatory prices for its services at the Airport.

6.03. Removal of Employees. County shall have the right to require the removal of any employee of Permittee who fails to comply with the requirements of this Permit. County shall also have the right to revoke the security badge of any employee who fails to comply with the requirements of this Permit.

ARTICLE 7 **INSURANCE**

Permittee agrees to maintain, on a primary basis and at its sole expense, at all times during the Term, the insurance coverages and limits set forth in Exhibit "A" (the "Insurance Requirements"), attached hereto and incorporated herein.

ARTICLE 8 **AIRPORT SECURITY**

8.01 General. Permittee shall observe all security regulations and other requirements of County and any agency of the Federal government, including, but not limited to, the FAA and TSA, applicable to Permittee, as such regulations or requirements have been or may be amended, including without limitation, Title 14, Part 139 of the Code of Federal Regulations and Title 49, Part 1540, et seq., of the Code of Federal Regulations. Permittee agrees to comply with the Airport Security Program and the Air Operations Area (AOA) Vehicle Access Program, and amendments thereto, and to comply with such other rules and regulations as may be prescribed by County, and to take such steps as may be necessary or directed by County to insure that Permittee's employees, invitees and guests observe these requirements. County shall have the right to conduct background checks of Permittee's employees and contractors to the extent required by any federal, state or local law or as required by County. Permittee shall be responsible for the costs of all background checks. County shall have the right to require the removal or replacement of any employee of Permittee at the Airport that County has determined may present a risk to public safety or the security of the Airport. If as a result of the acts or omissions of Permittee or its employees, invitees or guests, County incurs any fines and/or penalties imposed by the FAA or TSA; any expense in enforcing the regulations of the FAA or TSA or the rules or regulations of County; or any expense in enforcing the Airport Security Program, then Permittee agrees to pay to County all such costs and expenses, including all costs of administrative proceeding, court costs, and attorneys fees and all costs incurred by County in enforcing this provision. Permittee further agrees to rectify any security deficiency or other deficiency as may be determined by County, the FAA or TSA. In the event Permittee fails to remedy any such deficiency, County may do so at the cost and expense of Permittee. Permittee acknowledges and agrees that County may take whatever action is necessary to rectify any security deficiency or any other deficiency identified by County, the FAA or TSA.

8.02 Badges. Permittee shall be responsible for requesting County to issue security badges to all employees who require access to restricted areas on the Airport as part of the employees regularly assigned duties. Permittee shall be responsible for reporting all lost or stolen security badges and the immediate return of security badges of all personnel transferred from the Airport or terminated from the employ of Permittee or upon the termination of this Permit. Permittee shall pay, or cause to be paid, to County charges that may be established from time to time, for issuance of security badges, fingerprinting fees, and lost or stolen security badges.

ARTICLE 9 **RELATIONSHIP OF THE PARTIES**

Permittee 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.

ARTICLE 10 **INDEMNIFICATION**

Permittee agrees to protect, defend, reimburse, indemnify and hold County, its agents, employees 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 from County 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 Permittee's performance under this Permit, Permittee's acts, omissions or operations hereunder, or the performance, non-performance or purported performance of Permittee or any breach of the terms of this Permit; provided, however, Permittee shall not be responsible to County for damages resulting out of bodily injury or damages to property which are judicially determined to be solely attributable to the sole negligence of County, its respective agents, servants, employees and officers. Permittee 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 Permittee's activities or operations on the Airport, whether or not Permittee was negligent or even knowledgeable of any events precipitating a claim or judgment arising as a result of any situation involving said activities. Said indemnification shall be extended to include all deliverers, suppliers, furnishers of material, or anyone acting for or on behalf of, or at the request of Permittee. Permittee recognizes the broad nature of this indemnification and hold harmless 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. This clause shall survive the termination of this Permit.

ARTICLE 11 **TERMINATION OF PERMIT, PERMIT VIOLATIONS AND REMEDIES**

11.01 Termination. This Permit shall terminate as provided for in Article 3.

11.02 Permit Violations. The occurrence of any one or more of the following events shall constitute a violation of this Permit by Permittee:

- A. Permittee's failure to make payment of any fees or charges required to be made by Permittee under this Permit, as and when due.
- B. The failure by Permittee to observe or perform any of the covenants, conditions or provisions of this Permit to be observed or performed by Permittee.
- C. The discovery by County that any information given by Permittee to County relating to this Permit was materially false.
- D. A default by Permittee of any other agreement, permit or lease between County and Permittee, which default has not been cured within the applicable cure period provided in such agreement, permit or lease.

11.03 Remedies In addition to any other remedy available under the law or this Permit, County may terminate this Permit upon written notice to Permittee. Upon such termination, Permittee shall immediately cease its operations on the Airport. Such termination shall be without prejudice to any of County's remedies for arrearages, payments due herein, or any other damages or remedies whatsoever.

11.04 County's Right to Terminate. This Permit is issued upon the terms and conditions required by County for all Permittees on the Airport that engage in the activities permitted herein. Upon ten (10) days' prior written notice, County may, at any time, terminate this Permit and at County's option issue a new Permit to Permittee upon such modified terms and conditions as County shall uniformly apply to all other similarly situated Permittees.

ARTICLE 12 **ASSIGNMENT**

Permittee shall not in any manner assign, transfer or otherwise convey an interest in this Permit. Any such attempt shall be null and void.

ARTICLE 13 **SIGNS**

No signs, posters or similar devices shall be erected, displayed or maintained by Permittee in the view of the general public in, on or about the Airport without the prior written approval of County. Any such signs not approved shall be immediately removed at the sole cost and expense of Permittee, upon written notification thereof by County.

ARTICLE 14 **LAWS, REGULATIONS, PERMITS AND SAFETY REGULATIONS**

14.01 Compliance with Laws. Permittee shall be and remain in full and complete compliance with all applicable Federal, State and local laws, statutes, regulations, rules, rulings, orders, ordinances and directives of any kind or nature without limitation, as now or hereafter amended, including, but not limited to, FAA Advisory Circulars and Airport Rules and Regulations. Permittee shall ensure that its agents, contractors, employees, invitees and guests entering the Airport with or without Permittee's consent or knowledge comply with all applicable laws on the Airport.

14.02 Permits and Licenses. Permittee shall, at its sole cost and expense, be strictly liable and responsible for obtaining, paying for, fully complying with, and maintaining current any and all permits, licenses or other governmental authorizations, however designated, as may be required at any time throughout the Term of this Permit by any Federal, State or local governmental entity or any court of law having jurisdiction over Permittee or Permittee's operations and activities, for any activity or operation conducted by Permittee on the Airport. Upon written request by Department, Permittee shall provide to Department certified copies of any and all permits and licenses that Department may request.

14.03 Safety Regulations. Permittee shall conduct its activities and operations under this Permit in a safe manner and in compliance with all safety regulations of the Department and with safety standards imposed by applicable Federal, State and local laws and regulations. Permittee shall also require the observance thereof by all employees, agents and invitees. Permittee shall procure and maintain such fire prevention and extinguishing devices as required by County and by law and shall at all times be familiar and comply with the fire regulations and orders of County and the fire control agency with jurisdiction over the Airport. Neither Permittee, nor employee, agent, or any person working for or on behalf of Permittee, shall require any personnel engaged in the performance of Permittee's operations to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to individual safety or health, as determined by standards adopted pursuant to the Occupational Safety and Health Act of 1970, as same may be amended from time to time, as well as all State and local laws, regulations, and orders relative to occupational safety and health.

14.04 Compliance with Environmental Laws. Permittee shall, at its sole cost and expense, comply with all applicable Environmental Laws. For purposes of this Permit, "Environmental Laws" means all applicable Federal, State and local laws, rules, orders and regulations protecting human health, the environment and/or natural resources, as such laws, rules, orders and regulations are now or hereafter amended, including, without limitation, the Federal Clean Water Act, Federal Safe Drinking Water Act, Federal Clean Air Act, Federal Resource Conservation and Recovery Act and Comprehensive Environmental Response, Compensation and Liability Act of 1980. Permittee shall indemnify, defend and hold County harmless from any and all penalties, fines, costs, expenses, suits, claims or damages resulting from Permittee's failure to perform its obligations specified in this Section 14.04. The foregoing indemnification agreement shall survive the expiration or earlier termination of this Permit.

ARTICLE 15

DISCLAIMER OF LIABILITY

COUNTY HEREBY DISCLAIMS, AND PERMITTEE 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 PERMITTEE, ITS EMPLOYEES, AGENTS, OR INVITEES DURING THE TERM OF THIS PERMIT INCLUDING, BUT NOT LIMITED TO, LOSS, DAMAGE, OR INJURY TO THE IMPROVEMENTS OR PERSONAL PROPERTY OF PERMITTEE OR PERMITTEE'S BUSINESS INVITEES THAT MIGHT BE LOCATED OR STORED ON

THE AIRPORT, UNLESS SUCH LOSS, DAMAGE, OR INJURY IS JUDICIALLY DETERMINED TO HAVE BEEN CAUSED BY COUNTY'S SOLE NEGLIGENCE OR BY COUNTY'S BREACH OF ITS OBLIGATIONS UNDER THIS PERMIT. THE PARTIES 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 ASSIGNMENT OF THE AIRPORT TO PERMITTEE PURSUANT TO THIS PERMIT. PERMITTEE ACKNOWLEDGES AND AGREES THAT COUNTY SHALL HAVE NO LIABILITY WHATSOEVER AND PERMITTEE COVENANTS AND AGREES TO HOLD HARMLESS COUNTY FROM ANY AND ALL LIABILITY RELATING TO ANY INFORMATION PROVIDED BY COUNTY RELATING TO THIS PERMIT. FURTHERMORE, PERMITTEE 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 PERMIT, WAS AT ITS SOLE RISK.

ARTICLE 16 **GOVERNMENTAL RESTRICTIONS**

16.01 Federal Right to Reclaim. In the event a United States governmental agency shall demand and take over either the entire facilities of the Airport or the portion wherein Permittee is authorized to operate pursuant to this Permit, for public purposes, then this Permit shall thereupon terminate and County shall be released and fully discharged from any and all liability hereunder.

16.02 Federal Review. This Permit is subject to any applicable review by the Federal Aviation Administration to determine satisfactory compliance with federal law. This Permit shall be in full force and effect and binding upon both parties pending review and approval by said Federal Aviation Administration.

16.03 County Tax Assessment Right. None of the terms, covenants and conditions of this Permit 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 Palm Beach County, of the right to assess, levy and collect any license, personal, intangible, occupation or any other tax which shall be lawfully imposed on the business or property of Permittee.

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

16.05 Operation of Airport. Permittee expressly agrees for itself, its successors and assigns, to prevent any use of Airport property which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard.

ARTICLE 17
NON-DISCRIMINATION

17.01 Non-Discrimination. Permittee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree: (1) that in the furnishing of services permitted herein, no person on the grounds of race, color, age, religion, sex, gender identity or expression, familial status, or natural origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (2) that Permittee shall operate in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended. In the event of the breach of any of the foregoing non-discrimination covenants, County shall have the right to terminate this Permit and all privileges and rights granted to Permittee hereunder. This cancellation provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21, are followed and completed including exercise or expiration of appeal rights.

17.02 Disadvantaged Business Enterprise/Affirmative Action. Permittee acknowledges that the provisions of 49 CFR Part 26, Disadvantaged Business Enterprise (DBE), and 14 CFR Part 152, Affirmative Action Employment Programs, may become applicable to the activities of Permittee under the terms of this Permit, unless exempted by said regulations, and Permittee hereby agrees 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, and 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 shall be grounds for default and cancellation of this Permit. Any cancellations pursuant to this Section 17.02 shall not be effective until the procedures specified in said Federal regulations or established by County are completed, including exercise or expiration of appeal rights.

ARTICLE 18
MISCELLANEOUS

18.01 Non-Exclusive Agreement. Permittee expressly understands and agrees that the rights and privileges granted under this Permit are non-exclusive, and County herein reserves the right to grant similar rights and privileges to others at the Airport.

18.02 County Not Liable. County shall not be responsible or liable to Permittee for any claims for compensation or any losses, damages or injury sustained by Permittee resulting from (1) cessation for any reason of air carrier operations at the Terminal, or (2) diversion of passenger traffic to any other facility. County shall not be responsible nor liable to Permittee for any claims for compensation or any losses, damages, or injury sustained by Permittee resulting from failure of any water supply, electrical current, sewerage or drainage facility, or caused by

natural physical conditions on the Airport, 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 onto the Airport shall be at the sole risk of Permittee or owner thereof and Permittee expressly acknowledges and agrees that County shall not be liable for any damage to or loss of said personal property.

18.03 Authorized Uses Only. Notwithstanding anything to the contrary herein, Permittee will not use or permit the use of the Airport for any illegal or improper purpose or for any purpose which would invalidate any policies of insurance, now existing or hereafter written on Airport for County or Permittee.

18.04 Waivers. The failure of either party to insist on strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that such party may have for any subsequent breach, default, or non-performance, and such party's right to insist on strict performance of this Permit shall not be affected by any previous waiver or course of dealing.

18.05 Subordination

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

B. Subordination to Federal/State Agreements. This Permit shall be subject and subordinate to all the terms and conditions of any instruments and documents under which County acquired the land or improvements thereon and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Permittee understands and agrees that this Permit shall be subordinate to the provisions of any existing or future agreement between County and the United States of America, the 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 Federal Funds for the development of the Airport.

18.06 Consent, Approval and Governmental Authority. Nothing in this Permit shall be construed to waive or limit County's governmental authority as a political subdivision of the State of Florida to regulate Permittee or its operations.

18.07 Rights Reserved to County. All rights not specifically granted Permittee by this Permit are reserved to County.

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

18.09 Venue. To the extent allowed by law the venue for any action arising from this Permit shall be in Palm Beach County, Florida.

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

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

County:

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

Permittee:

F.B. Enterprise, LLC
d/b/a Top Flight Aviation Services
925 South B Street
Lake Worth, Florida 33460
Email: Jammas@TopFlightAirlineServices.com

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

18.12 Paragraph Headings. The headings of the various articles and sections of this Permit 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 Permit or any part or parts of this Permit.

18.13 Binding Effect. The terms, conditions and covenants of this Permit shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns, if any. This provision shall not constitute a waiver of any prohibitions against or limitations regarding assignment or transfer.

18.14 Performance. The parties expressly agree that time is of the essence in this Permit and the failure by Permittee to complete performance within the time specified, or within

a reasonable time if no time is specified herein, shall, at the option of County without liability, in addition to any other of County's rights or remedies, relieve County of any obligation to accept such performance.

18.15 Public Entity Crimes. As provided in Section 287.132-133, Florida Statutes, by entering into this Permit or performing any work in furtherance hereof, Permittee 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.

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

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

18.18 Entirety of Agreement. The parties agree that this Permit 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 Permit may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

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

18.20 Inspector General. County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of Readyjet, Inc. and its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

IN WITNESS WHEREOF, County has caused this Permit to be signed by the Director of the Department of Airports pursuant to the authority granted by the Board, and Permittee has caused these presents to be signed in its corporate name by its duly authorized officer, and the seal of said Permittee to be affixed hereto, the day and year first written above.

WITNESSES:

Cornie Shoffner
Witness Signature

CORNIE SHOFFNER
(typed or printed)

Jeffrey S. Bolton
Witness Signature

Jeffrey S. Bolton
(typed or printed)

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

By: Sam Kelly
Director, Department of Airports

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: St. Jal
County Attorney

ATTEST:

By: _____
Secretary

(Corporate Seal)

PERMITTEE:

F.B. Enterprise LLC
d/b/a Top Flight Aviation Services

By: James Ward
James A. Ward SR.
Typed Name of Corporate Officer-

Title: _____

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

Jeffrey S. Bolton
Witness Signature

(typed or printed name)

Brenda Argyle
Witness Signature

Brenda Argyle
(typed or printed name)

EXHIBIT "A"
INSURANCE REQUIREMENTS

A. Commercial General Liability. Permittee shall maintain Commercial General Liability Insurance at a limit of liability of not less than One Million Dollars (\$1,000,000) each occurrence. Coverage shall not contain any endorsement(s) excluding or limiting Premises/Operations, Damage to Rented Property, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis.

B. Business Automobile Liability. Permittee shall maintain Business Automobile Liability Insurance at a limit of liability of not less than One Million Dollars (\$1,000,000) each occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event the Permittee does not own automobiles, Permittee shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. Coverage shall be provided on a primary basis.

C. Worker's Compensation Insurance & Employers Liability. Permittee shall maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. Coverage shall be provided on a primary basis.

D. Additional Insured. Permittee shall provide the Department with a certificate, or certificates, of insurance, evidencing limits, coverages and endorsements as required herein. Permittee shall endorse County as an Additional Insured with a **"CG026 Additional Insured - Designated Person or Organization"** endorsement to the Commercial General Liability policy. The additional insured endorsement shall read: **"Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Palm Beach County Department of Airports, 846 Palm Beach International Airport, West Palm Beach, FL 33406."** Coverage shall be provided on a primary basis. All certificates of insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. In the event coverage is cancelled or is not renewed during the Term, Permittee shall provide County a new certificate of insurance or certificates of insurance evidencing replacement coverage no later than thirty (30) days prior to the expiration or cancellation of the coverage. The certificate holder's name and address shall read **"Palm Beach County Board of County Commissioners c/o Palm Beach County Department of Airports, 846 Palm Beach International Airport, West Palm Beach, Florida 33406."**

E. Deductibles, Coinsurance & Self-Insured Retention. Permittee 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.

F. Waiver of Subrogation. By entering into this Permit, Permittee agrees to a Waiver of Subrogation for each policy required herein. When required by the insurer, or should a policy condition not permit Permittee to enter into any pre-loss agreement to waive subrogation without an endorsement, then Permittee agrees to notify the insurer.

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

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

**PALM BEACH INTERNATIONAL AIRPORT
HOTEL-MOTEL COURTESY SHUTTLE OPERATOR PERMIT**

THIS HOTEL-MOTEL COURTESY SHUTTLE OPERATOR PERMIT (this "Permit") is made and entered into this 24 day of MARCH, 2011, by and between Palm Beach County ("County"), a political subdivision of the State of Florida, and Phillips Palm Beach, Inc., d/b/a Holiday Inn Palm Beach Int'l Airport, having its office and principal place of business at 1301 Belvedere Road, West Palm Beach, FL 33405 ("Permittee").

WITNESSETH:

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

WHEREAS, Resolution No. 2010-0707, adopted by the Palm Beach County Board of County Commissioners on May 4, 2010, authorizes the Department to issue this Permit; and

WHEREAS, County, as the owner and operator of the Airport, has the power and authority to regulate the use of the Airport roadways to ensure the traveling public has access to an orderly ground transportation system and to ensure efficient use of the limited capacity of the Airport roadways; and

WHEREAS, Permittee is the owner or operator of the Holiday Inn Palm Beach Int'l Airport, 1301 Belvedere Road, West Palm Beach, FL 33405, telephone 561-659-3880, and Permittee desires to provide courtesy shuttle services to its customers at no direct cost or charge.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants herein contained, and for such 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

- 2.01 "Airport" means the Palm Beach International Airport.
- 2.02 "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.

- 2.03 "Department" means the Palm Beach County Department of Airports.
- 2.04 "FAA" means the Federal Aviation Administration or any successor agency.
- 2.05 "Hotel" or "Motel" means an establishment that provides paid lodging on a short-term basis, including, without limitation, resorts and clubs, timeshares and interval ownerships.
- 2.06 "Permit" means this Permit and all exhibits attached hereto, which are incorporated herein by this reference. Words such as "herein," "hereafter," "hereof," "hereby" and "hereunder" when used with reference to this Permit, refer to this Permit as a whole, unless context otherwise requires.
- 2.07 "Permit Year" means the twelve (12) month period, beginning on October 1 and ending on September 30 and each twelve (12) month period thereafter, until the termination of this Permit.
- 2.08 "Shuttle Vehicle" means any vehicle used to transport customers between the Airport and Permittee's Hotel or Motel, including, but not limited to, vans, shuttle buses, limousines, automobiles and rental vehicles, at no direct cost or charge to the customer.
- 2.09 "Terminal" means the passenger terminal building located at the Airport.
- 2.10 "TSA" means the Transportation Security Administration or any successor agency.

ARTICLE 3

TERM

This Permit shall be effective on the 1st day of October, 2010, and shall terminate on September 30th, 2011, except as otherwise provided for herein. Provided that Permittee is not in violation of the terms and conditions of this Permit and has paid all applicable fees, this Permit shall automatically renew on a yearly basis (October 1st through September 30th), unless either party hereto, with the Department acting on behalf of County, shall advise the other party at any time by at least thirty (30) days' advance written notice of its intent to terminate this Permit.

ARTICLE 4

PRIVILEGES AND OBLIGATIONS

- 4.01 Privileges. Subject to the terms and conditions of this Permit, Permittee is authorized by this non-exclusive Permit to operate its Shuttle Vehicles on the Airport's Terminal access roadways by the most direct authorized route in the transportation of only those customers with bona fide reservations, between the Airport and Permittee's Hotel or Motel. This shall include customers who made reservations prior to enplaning and customers who made reservations by telephoning Permittee from the Airport after deplaning.

4.02 Operational Standards.

- A. Permittee shall operate on the Airport in a clean, orderly and safe fashion. Permittee shall keep its Shuttle Vehicles clean and well maintained.
- B. Permittee shall load and unload its passengers on its Shuttle Vehicles only in those areas designated by the Department. Permittee shall load and unload its passengers on its Shuttle Vehicles as quickly and efficiently as possible under the circumstances to ensure the availability of the designated areas for use by other Airport users. Shuttle Vehicles shall not be permitted to park or loiter on the Airport. Drivers shall remain in the Shuttle Vehicle except to assist Permittee's customers in the loading or unloading of their baggage.
- C. Permittee shall cause its drivers, agents, and other employees to conduct themselves at all times in a courteous manner towards the public and to provide prompt, efficient, and safe service. Permittee shall not allow its drivers, agents, or other employees to engage in open or public disputes or conflicts tending to be incompatible with the best interests of the public at the Airport. The Department shall have the right to resolve all such disputes or conflicts, and its determinations shall be binding upon Permittee.

4.03 Solicitation. Permittee shall not allow its drivers, agents, or other employees to solicit business in any manner whatsoever on the Airport, including, but not limited to, solicitation of passengers or customers and solicitation of employees on the Airport for shuttle transportation services. All services shall be provided on a pre-arranged basis only.

4.04 Business Operations. Permittee shall not conduct any Shuttle Vehicle operations, or any other business on the Airport, except as expressly authorized by this Permit, without first entering into an agreement with County. Permittee shall not maintain an office on the Airport as a subtenant or subcontractor of any Airport tenant, unless otherwise approved by the Department.

4.05 Advertising. Permittee shall not solicit business on the Airport other than indirectly by advertising through the Airport's Advertising Concessionaire. Permittee may lease, at its sole cost and expense, advertising space from the Airport's Advertising Concessionaire. Advertising fees and charges remitted to the Airport's Advertising Concessionaire shall be in addition to the Permit Fees payable hereunder.

4.06 Customer Identification. Upon request by an authorized representative of the Department, Permittee's drivers, agents or other employees shall provide said representative with the names of its pre-reserved customers and other information applicable to the reservation(s).

- 4.07 Airport Decal. Upon issuance of this Permit, and upon annual renewal of this Permit as provided in Article 3 above, the Department may issue to Permittee one (1) windshield decal per Shuttle Vehicle intended to be used by Permittee on the Airport. Permittee shall affix one (1) decal to the windshield of each of its Shuttle Vehicles as demonstrable proof that Permittee is afforded the privileges of this Permit. Permittee shall pay a non-refundable decal issuance fee of Ten Dollars (\$10.00) to the Department for each decal issued. Permittee shall not operate any Shuttle Vehicle on the Airport without properly displaying the required decal and may be required to remove any Shuttle Vehicle that is not in compliance with the requirements of this Permit. The Department may limit the number of Shuttle Vehicles operating on the Airport.
- 4.08 Vehicle Identification. Permittee shall not use marks, logos or symbols similar to those used to identify the Airport on any Shuttle Vehicles. Permittee shall not use the name "Palm Beach International Airport" or "Palm Beach Airport" or any variation thereof that will likely cause confusion with the name of the Airport on any Shuttle Vehicles. All Shuttle Vehicle markings shall be professionally painted or affixed as a decal.
- 4.09 Vehicle Inspection. By accepting this Permit, Permittee hereby consents to the inspection of its Shuttle Vehicles operating under this Permit by County and its authorized representatives as to size, engine exhaust, radio communication, passenger access, registration, driver's license, license tag and Permit, and other matters pertaining to the efficient and safe operation of the Shuttle Vehicles at the Airport.
- 4.10 Non-Exclusive Rights. The privileges granted under this Permit are non-exclusive, and the County reserves the right to grant similar privileges to other Permittees or users of Airport facilities. No greater privileges with respect to the use of the Airport or any part thereon are granted or intended to be granted to the Permittee by this Permit, other than the privileges expressly and specifically granted herein.
- 4.11 Access. For security reasons or as required by the TSA or the Palm Beach County Sheriff's Department, the Department may at any time deny Permittee access on the Airport, or direct Permittee's Shuttle Vehicles to take alternate routes on the Airport.

ARTICLE 5 PERMIT FEES

- 5.01 Application Fee. Permittee shall pay a non-refundable application fee of Two Hundred Fifty Dollars (\$250.00) with submission of Permittee's application for this Permit. In the event this Permit expires or is otherwise terminated, Permittee shall be required to pay an additional application fee at the then current rate. Permittee acknowledges and agrees that the fees and charges payable hereunder may be modified from time to time and that Permittee shall be responsible for payment of such modified fees without formal amendment to this Permit.
- 5.02 Annual Permit Fee. For the privileges granted herein, Permittee shall pay to the Department an annual permit fee of One Hundred Dollars (\$100.00) which shall be paid without demand, deduction, holdback or setoff on or before October 1 of each year throughout the term of this Permit.

- 5.03 Permit Recoupment Fee. The fees levied in this Permit are fees imposed on Permittee and not on Permittee's customers. Accordingly, Permittee may not separately charge or collect from its customers, any amount that purports to be a fee, surcharge, tax or any other charge imposed on the customer by County or the Department.
- 5.04 Adjustment of Permit Fees. Permittee acknowledges and agrees that the Department may modify the amount of Permit Fees, or establish new fees and charges during the Term of this Permit, upon thirty (30) days written notice by County to Permittee, without formal amendment to this Permit.

ARTICLE 6 **INSURANCE**

- 6.01 General Insurance Requirements. Permittee shall at its sole expense maintain in full force and effect at all times during the term of this Permit the insurance limits, coverages and endorsements required herein. The liabilities and obligations assumed by Permittee under this Permit shall not be in any manner limited or qualified by the requirements of this Article 6 or County's review and acceptance of any policies of insurance.
- 6.02 Business Automobile Insurance. Permittee shall keep in full force and effect throughout the term of this Permit automobile liability insurance covering all owned, hired, and non-owned vehicles, with a combined single limit per occurrence for bodily injury (including death) and property damage liability of not less than One Million and 00/100 Dollars (\$1,000,000).
- 6.03 Worker's Compensation and Employer's Liability Insurance. Permittee shall maintain worker's compensation and employer's liability insurance in accordance with applicable law. This coverage shall be provided on a primary basis.
- 6.04 *INTENTIONALLY DELETED PER PALM BEACH COUNTY RISK MANAGEMENT DEPARTMENT (DLC) 9-13-2010.*
- 6.05 Certificate of Insurance. Permittee shall submit to County a certificate of insurance evidencing limits, coverages and endorsements required herein. The certificate of insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. If Permittee's insurance coverage ceases during the term of this Permit, Permittee shall submit a new certificate of insurance evidencing replacement coverage thirty (30) days prior to the expiration of such insurance.

- 6.06 Waiver of Subrogation. Permittee hereby waives its right of subrogation for each of the insurance policies required by this Article 6 during the term of this Permit. When mandated by the insurer or should an insurance policy condition not allow a pre-loss agreement to waive subrogation without an endorsement, Permittee shall notify its insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. Notwithstanding the foregoing, this waiver of subrogation requirement shall not apply to any policy that includes a condition prohibiting such an endorsement or that voids coverage should Permittee enter into such an agreement on a pre-loss basis.
- 6.07 Deductibles, Coinsurance and Self-Insured Retention. Permittee 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 an insurance policy.
- 6.08 Rights of Review and Rejection. Palm Beach County's Risk Management Department ("Risk Management") may review, modify, reject or accept any required insurance policies, including, but not limited to, limits, coverages and endorsements required by this Article 6. Risk Management may also reject any insurer or self-insurance plan providing coverage or intending to do so because of poor financial condition or failure to operate legally. In such event, County shall provide Permittee a written notice of rejection, and Permittee shall acknowledge said rejection within thirty (30) days of receipt of the notice.
- 6.09 No Representation of Coverage Adequacy. Permittee acknowledges that the limits, coverages and endorsements stated in and required by this Article 6 are intended to minimize liability for County. Permittee shall not rely upon the requirements of this Article 6 when determining the appropriate types, extent or limits of insurance coverage to protect Permittee against loss.

ARTICLE 7

RELATIONSHIP OF THE PARTIES

Permittee is and shall be deemed to be an independent contractor and operator and shall be solely responsible to all parties for its respective acts or omissions. County shall in no way be liable or responsible therefor.

ARTICLE 8

INDEMNIFICATION

Permittee shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines or 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 Permit or Permittee's use of the Airport, including without limitation those arising because 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, and any third or other party whomsoever, or any governmental agency, arising out of, incident to or in connection with Permittee's acts, omissions or operations hereunder, or the performance, non-performance or purported performance of Permittee or any breach of the terms of this Permit. Provided, however, Permittee shall not be responsible to County for damages resulting out of damages to property or bodily injury (including death) that are judicially determined to be solely attributable to the negligence of County, its respective employees or agents. Permittee shall also 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 because of Permittee's activities or operations or use of the Airport whether or not Permittee was negligent or even knowledgeable of any events precipitating a claim or judgment arising as a result of any situation involving the activities. This indemnification shall include all deliverers, suppliers, furnishers of material, or anyone acting for, on behalf of or at the request of Permittee. Permittee recognizes the broad nature of this indemnification and hold-harmless provision, acknowledges that County would not enter into this Permit 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 8 shall survive the expiration or termination of this Permit.

ARTICLE 9 **ASSIGNMENT**

Permittee shall not in any manner assign, transfer or otherwise convey an interest in this Permit. Any such attempt shall be null and void.

ARTICLE 10 **TERMINATION OF PERMIT, DEFAULT AND REMEDIES**

- 10.01 **Termination.** This Permit shall terminate as provided for in Article 3.
- 10.02 **Default.** The occurrence of any one or more of the following events shall constitute a violation of this Permit by Permittee:
- A. Permittee's failure to make payment of any fees or charges required to be made by Permittee under this Permit, as and when due.
 - B. The failure by Permittee to observe or perform any of the covenants, conditions or provisions of this Permit to be observed or performed by Permittee.
 - C. The discovery by the Department that any information given by Permittee to County relating to this Permit was materially false.
- 10.03 **Remedies.** In the event Permittee is in violation of this Permit, County, with the Department acting on behalf of County, may immediately terminate this Permit by giving Permittee written notice to this effect. Upon such termination, Permittee shall immediately cease its operations on the Airport. Such termination shall be without prejudice to any of County's remedies for arrearages, payments due herein, or any other damages or remedies whatsoever.
- 10.04 **Termination for Convenience.** Either party may terminate this Permit for convenience upon five (5) days prior written notice to the other party, whereupon the parties shall be relieved of all further obligations hereunder with the exception of those obligations accruing prior to the date of such termination and those obligations which expressly survive termination of this Permit.

- 10.05 County's Right to Terminate. This Permit is issued upon the terms and conditions required by County for all Permittees on the Airport that engage in the activities permitted herein. Upon ten (10) days' prior written notice, County may, at any time, terminate this Permit and at County's option issue a new Permit to Permittee upon such modified terms and conditions as County shall uniformly apply to all other similarly situated Permittees.

ARTICLE 11
LAWS, PERMITS AND LICENSES, AND SAFETY REGULATIONS

- 11.01 Compliance with Law. Throughout the term of this Permit, Permittee shall be and remain in full and complete compliance with all applicable Federal, State and local laws, statutes, regulations, rules, rulings, orders, ordinances and directives of any kind or nature without limitation, as now or hereafter amended, including, but not limited to, FAA Advisory Circulars and Airport Rules and Regulations (County Resolution No. R-98-220), as now or hereafter amended.
- 11.02 Permits and Licenses. Permittee shall at its sole cost and expense be strictly liable and responsible for obtaining, paying for, fully complying with, and maintaining current any and all permits, licenses or other governmental authorizations, however designated, as may be required at any time throughout the term of this Permit by any Federal, State or local governmental entity or any court of law having jurisdiction over Permittee or Permittee's operations and activities, for any activity or operation conducted by Permittee on the Airport. Upon written request by the Department, Permittee shall provide to the Department certified copies of any and all permits and licenses that the Department may request.
- 11.03 Safety Regulations. Permittee shall conduct its activities and operations under this Permit in a safe manner and in compliance with all safety regulations of the Department and with safety standards imposed by applicable Federal, State and local laws and regulations. Permittee shall also require the observance thereof by all employees, agents and invitees. Permittee shall procure and maintain such fire prevention and extinguishing devices as required by County and by law and shall at all times be familiar and comply with the fire regulations and orders of County and the fire control agency with jurisdiction over the Airport. Neither Permittee, nor employee, agent, or any person working for or on behalf of Permittee, shall require any personnel engaged in the performance of Permittee's operations to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to individual safety or health, as determined by standards adopted pursuant to the Occupational Safety and Health Act of 1970, as same may be amended from time to time, as well as all State and local laws, regulations, and orders relative to occupational safety and health.
- 11.04 FAA and TSA Regulations. Permittee shall observe all security regulations and other requirements of any agency of the Federal government, including, but not limited to, the FAA and TSA, as such regulations or requirements have been or may be amended including, without limitation, Title 14, Part 139 and Title 49, Part 1500 of the Code of Federal Regulations. Permittee shall comply such rules and regulations as may be reasonably prescribed by County to take such steps as may be necessary or directed by County to ensure that its employees observe these requirements. Permittee shall conduct background checks of its employees to the extent required by any Federal, State or local law or if, to the extent permitted by law, required by County. County shall have the right to order the removal or

replacement of any employee of Permittee on the Airport that County has reasonably determined may present a risk to public safety or to the security of the Airport. If as a result of the acts or omissions of Permittee, County incurs any fines and/or penalties imposed by the FAA or TSA; any expense in enforcing the regulations of the FAA or TSA or the rules or regulations of County; or any expense in enforcing the Airport Security Program, then Permittee agrees to pay to County all such costs and expenses, including all costs of administrative proceedings, court costs, and attorneys fees and all costs incurred by County in enforcing this provision. Permittee further shall rectify any security deficiency or other deficiency as may be determined by County, the FAA or TSA. If Permittee fails to remedy any such deficiency, County may do so at the cost and expense of Permittee. Permittee acknowledges and agrees that County may take whatever action is necessary to rectify any security deficiency or any other deficiency identified by County, the FAA or TSA.

ARTICLE 12

DISCLAIMER OF LIABILITY

COUNTY HEREBY DISCLAIMS, AND PERMITTEE 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 PERMITTEE, ITS EMPLOYEES, AGENTS, OR INVITEES DURING THE TERM OF THIS PERMIT INCLUDING, BUT NOT LIMITED TO, LOSS, DAMAGE, OR INJURY TO THE IMPROVEMENTS OR PERSONAL PROPERTY OF PERMITTEE OR PERMITTEE'S BUSINESS INVITEES THAT MIGHT BE LOCATED OR STORED ON THE AIRPORT, UNLESS SUCH LOSS, DAMAGE, OR INJURY IS JUDICIALLY DETERMINED TO HAVE BEEN CAUSED BY COUNTY'S SOLE NEGLIGENCE. THE PARTIES 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 ASSIGNMENT OF THE AIRPORT TO PERMITTEE PURSUANT TO THIS PERMIT. PERMITTEE ACKNOWLEDGES AND AGREES THAT COUNTY SHALL HAVE NO LIABILITY WHATSOEVER AND PERMITTEE COVENANTS AND AGREES TO HOLD HARMLESS COUNTY FROM ANY AND ALL LIABILITY RELATING TO ANY INFORMATION PROVIDED BY COUNTY RELATING TO THIS PERMIT. FURTHERMORE, PERMITTEE 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 PERMIT, WAS AT ITS SOLE RISK.

ARTICLE 13
NOTICES

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

(a) If to the County at:

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

(b) If to Permittee at:

Phillips Palm Beach, Inc.
d/b/a Holiday Inn Palm Beach Int'l Airport
1301 Belvedere Road
West Palm Beach, FL 33405
Fax: 561-833-9218

Either party may change the address to which notices under this Permit shall be given, upon three (3) days' prior written notice to the other party. Permittee shall maintain a current address, telephone number, and name of a contact person with the Department.

ARTICLE 14
NON-DISCRIMINATION

Permittee hereby agrees and covenants: (a) that no person on the grounds of race, creed, color, national origin, sex, gender identity or expression, age, or handicap shall be excluded from participation in or denied the use of Permittee's services, (b) that in the furnishing of services, no person on the grounds of race, creed, color, national origin, sex, gender identity or expression, familial status, age, or handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (c) that Permittee shall use the Airport in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulation, Department of Transportation, Subtitle A, Office of Secretary, Part 21, Non-Discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations have been or may be amended. In the event of the

breach of any of the foregoing non-discrimination covenants, County shall have the right to terminate this Permit. This cancellation provision shall not be effective until the procedures of Title 49, Code of Federal Regulation, Part 21, are followed and completed including exercise or expiration of appeal rights.

ARTICLE 15
MISCELLANEOUS

- 15.01 County Not Liable. County shall not be responsible or liable to Permittee for any claims for compensation or any losses, damages or injury sustained by Permittee resulting from: (a) cessation for any reason of air carrier operations on the Airport, or (b) diversion of passenger traffic to any other facility. County shall not be responsible or liable to Permittee for any claims for compensation or any losses, damages or injury whatsoever sustained by Permittee including, but not limited to, those resulting from an act of God, state of war, terrorism, civilian commotion or riot or any cause beyond the control of County.
- 15.02 Authorized Uses Only. Notwithstanding anything to the contrary herein, Permittee shall not use or permit the use of the Airport for any illegal or improper purpose or for any purpose that would invalidate any insurance policies mentioned herein, existing now or hereafter. Permittee shall not use or permit the use of the Airport in any manner that would interfere with or adversely affect the operation or maintenance of the Airport, or would otherwise constitute a hazard.
- 15.03 Waivers. County's failure to insist on a strict performance of any of the agreements, terms, covenants and conditions herein shall not be deemed a waiver of any rights or remedies that County may have for any subsequent breach, default, or non-performance. County's right to insist on strict performance of this Permit shall not be affected by any previous waiver or course of dealing.
- 15.04 Subordination to Bond Resolution. This Permit and all rights granted to Permittee herein are expressly subordinated and subject to the lien and provisions of the pledge, transfer, hypothecation or assignment made by County in the Bond Resolution. County and Permittee agree that to the extent permitted by authorizing legislation, the holders of the Bonds or their designated representatives shall exercise any and all rights of County hereunder to the extent such possession, enjoyment and exercise are necessary to ensure compliance by County and Permittee with the terms and provisions of this Permit and Bond Resolution.
- 15.05 Subordination to State/Federal Agreements. This Permit shall be subject and subordinate to all the terms and conditions of any instrument and documents under which the County acquired the Airport or improvements thereon, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Licensee understands and agrees that this Permit shall be subordinate to the provisions of any existing or future agreement between County and the United States of America, the State of Florida or any of their respective 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 federal funds for the development of the Airport.

- 15.06 County's Governmental Authority. Nothing in this Permit shall be construed to waive or limit County's governmental authority as a political subdivision of the State of Florida to regulate Permittee or its operations.
- 15.07 Consent or Action. In the event this Permit 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 Permit 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 Airport Director. If Concessionaire requests the County or Department's consent or approval pursuant to any provision of this Permit and County or the Department fails or refuses to give such consent, Permittee shall not be entitled to any damages as a result of such failure or refusal, whether or not unreasonable.
- 15.08 County's Right to Develop. County reserves the right to develop or improve the Airport and any and all part thereof as it sees fit, regardless of the desires or views of Permittee and without interference or hindrance.
- 15.09 Rights Reserved to County. All rights not specifically granted Permittee by this Permit are reserved to County.
- 15.10 Invalidity of Clauses. The invalidity of any portion, article, paragraph, provision, clause, or any portion thereof of this Permit shall have no affect upon the validity of any other part or portion hereof.
- 15.11 Venue. To the extent allowed by law, the venue for any action arising from this Permit shall be in Palm Beach County, Florida.
- 15.12 Governing Law. This Permit shall be governed by and in accordance with the laws of the State of Florida.
- 15.13 Remedies Cumulative. The rights and remedies of the parties with respect to any of the terms and conditions of this Permit shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies of the parties.
- 15.14 Paragraph Headings. The headings of the various articles and sections of this Permit 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 Permit or any part(s) of this Permit.
- 15.15 Performance. The parties expressly agree that time is of the essence in this Permit and the failure by Permittee to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of County without liability, in addition to any other rights or remedies, relieve County of any obligation to accept such performance.

- 15.16 Public Entity Crimes. As provided in Section 287.132-133, Florida Statutes, by entering into this Permit or performing any work in furtherance hereof, Permittee 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. This notice is required by Section 287.133(3)(a), Florida Statutes.
- 15.17 Entirety of Permit. The parties agree that this Permit sets forth the entire understanding between the parties and that there are no other promises or understandings apart from those stated herein. None of the provisions, terms and conditions contained in this Permit may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.
- 15.18 Survival. Upon termination or expiration of this Permit, Permittee shall remain liable for all obligations and liabilities that have accrued prior to the date of termination or expiration. Notwithstanding any provision of this Permit to the contrary, no obligation that accrued but has not been satisfied under any prior agreement between the parties, shall terminate or be considered cancelled upon execution of this Permit. Rather, such obligation shall continue as if it had accrued under this Permit until the obligation is satisfied.
- 15.19 Inspector General. County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of Permittee and its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Permit as of the day and year first above written.

PALM BEACH COUNTY,
a political subdivision of the State of Florida,
by its Department of Airports

By: _____

Director

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____

County Attorney

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

PHILLIPS PALM BEACH, INC.
d/b/a Holiday Inn Palm Beach Int'l Airport

By: _____

Debra E. Flowers

Typed or printed name

Title: _____

EOP/CFO Secretary

Witness

Paul McKinley

Typed or printed name

Witness

HARRY T. MURPHY

Typed or printed name

(Seal)

NOTARY PUBLIC-STATE OF FLORIDA
David L. Strand
Commission #DD882294
Expires: JUNE 26, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

David L. Strand