

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	<u>(37,492.72)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>(37,492.72)</u>	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No X
 Budget Account No: Fund 4100 Department 120 Unit 8451 RSource 4413
 Reporting Category _____

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

The fiscal impact of this License Agreement will be a license fee for the use and occupancy of the property in the amount of \$3,166.96 per month. The license fee for October, 2011 was prorated at \$2,656.16.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

[Signature] 11/11/11
 VA OFMB
 11/11/11

[Signature] 11/13/11
 Contract Dev. and Control

B. Legal Sufficiency:

Anne Delgant 11/8/11
 Assistant County Attorney

C. Other Department Review:

 Department Director

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") made and entered into this 24 day of OCTOBER, 2011, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as ("County") and Centerport, Inc. a Florida corporation whose principal place of business is located at 1301 N. Perimeter Road, West Palm Beach, FL 33406, hereinafter referred to as ("Licensee").

WITNESSETH:

WHEREAS, County, by and through its Department of Airports (the "Department"), is the owner and operator of the Palm Beach International Airport (the "Airport"); and

WHEREAS, County is the owner of that certain real property as more particularly described on the attached Exhibit "A"; and

WHEREAS, County is willing to grant Licensee a revocable license to use the Property for the purposes hereinafter defined.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth on the part of the Licensee to be observed and performed, the County hereby grants the Licensee a non-exclusive, revocable license to use the Property (as hereinafter defined) upon the following terms and conditions:

ARTICLE 1 BASIC PROVISIONS

1.01 Recitals. The foregoing recitals are true and correct and incorporated herein.

1.02 Property. The Property, which is the subject of this Agreement, is located at 1310-A North Perimeter Road, West Palm Beach, FL 33406, as more particularly identified in Exhibit "A", attached hereto and incorporated herein (the "Property").

ARTICLE 2 LENGTH OF TERM AND COMMENCEMENT DATE

The term of this Agreement shall be for the period commencing on October 6, 2011 (the "Commencement Date") and expiring on September 30, 2012 (the "Initial Term"), unless terminated earlier as provided for herein.

ARTICLE 3 LICENSE FEE

3.01 License Fee. Licensee shall pay County for the use and occupancy of the Property a license fee in the amount of Three Thousand One-Hundred Sixty-Six Dollars and Ninety-Six Cents (\$3,166.96) per month, together with applicable sales taxes thereon. The license fee shall be payable in advance, without demand and without any deduction, holdback or set off whatsoever, on or before the first day of each and every month throughout the Term of this Agreement with the first payment becoming due and payable as of the Commencement Date.

ARTICLE 4 CONDUCT OF BUSINESS AND USE OF PROPERTY BY LICENSEE

4.01 Use of Property. Licensee shall use the Property solely and exclusively for the storage of materials and equipment owned by, or under the direct control of, Licensee in connection with Licensee's cargo operation. Licensee shall not use, permit or suffer the use of the Property for any other business or purpose whatsoever.

4.02 Improvements. Licensee shall make no improvements, alterations or additions to the Property whatsoever, without the prior written consent of the Department, which may be granted or withheld in the Department's sole and absolute discretion.

4.03 Condition of Property. Licensee accepts the Property in its "As is", "Where is" condition as of the Commencement Date. Licensee further acknowledges that County has not made any warranties or representations of any nature whatsoever regarding the Property including, but not limited to, any warranties or representations relating to the physical condition of the Property or any improvements located therein, or the suitability of the Property or any improvements for the Licensee's intended use.

4.04 Waste or Nuisance. Licensee shall not commit or suffer to be committed any waste upon the Property or any nuisance or other act or thing which may result in damage or depreciation of value of the Property.

4.05 Compliance with Laws. Licensee shall, at its sole cost and expense, secure any and all required licenses and permits and shall comply with all local, state, and federal laws pertaining to Licensee or its use of the Property, including all applicable zoning, building and fire laws and regulations. Licensee acknowledges and agrees that County has made no representations whatsoever regarding Licensee's ability to use the Property for the purposes set forth in this Agreement. Licensee shall ensure that its invitees, guests and any all other persons entering the Property with or without Licensee's consent or knowledge comply with all applicable laws on the Property. Licensee shall indemnify, defend and save County harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Licensee's failure to perform its obligations specified in this Section. The foregoing indemnification agreement shall survive the expiration or earlier termination of this Agreement.

4.06 Non-Discrimination. Licensee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (a) that no person on the grounds race, sex, color, religion, creed, ancestry, national origin, disability, familial status, sexual orientation, age, marital status, or gender identity or expression shall be excluded from participation in or denied the use of the Property, (b) that in the construction of any improvements on, over, or under such Property and the furnishing of services, no person on the grounds of race, sex, color, religion, creed, ancestry, national origin, disability, familial status, sexual orientation, age, marital status, or gender identity or expression shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (c) that Licensee shall use the Property 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 from time to time. In the event of the breach of any of the foregoing non-discrimination covenants, County shall have the right to terminate this Agreement and to reenter and repossess the Property and the facilities hereon, and hold the same as if the Agreement had never been made or issued. 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.

4.07 Surrender of Property. Upon expiration or earlier termination of Licensee's license to use the Property, Licensee, at its sole cost and expense, shall surrender the Property to the County in at least the same condition as the Property was in as of the Commencement Date of this Agreement.

4.08 County's Right to Enter. County shall have the right to enter the Property at any time, without notice, for any purpose whatsoever. County agrees to exercise reasonable efforts to minimize interference with or disruption of Licensee's operations on the Property; provided, however, County shall not be required to expend additional sums of money in order to comply with the foregoing requirement. In the event that a County work activity must take place within the Property during Licensee's operating hours, which will disrupt or interfere with the Licensee's operations, County will endeavor to provide prior notice to Licensee. The notice requirements provided under Section 10.04 shall not apply to this Section.

**ARTICLE 5
REPAIRS AND MAINTENANCE OF PROPERTY/SECURITY**

5.01 Repairs & Maintenance. County shall not be obligated or required to make or conduct any maintenance or repairs whatsoever to the Property. All portions of the Property and all improvements erected on the Property shall be kept in good repair and condition by Licensee. Licensee shall maintain the Property free of trash and debris. Upon expiration or earlier termination of this Agreement, Licensee shall deliver the Property to County in good repair and condition as specified herein, free of all improvements constructed by Licensee, if any. In the event of any damage to the Property, County may complete the necessary repairs or maintenance of the Property and Licensee shall reimburse County for all expenses incurred by County in doing so, plus a twenty five percent (25%) overhead, within fifteen (15) days after written request for reimbursement from County.

5.02 Security. Licensee acknowledges and accepts full responsibility for the security and protection of the Property and any and all personal property and improvements now existing or hereafter placed on or installed in or upon the Property, and for the prevention of unauthorized access to the Property. Licensee fully understands that the police security protection provided by County is limited to that provided to any other business situated in Palm Beach County by the Palm Beach County Sheriff's Office and expressly acknowledges that any special security measures deemed necessary or desirable for additional protection of the Property, shall be the sole responsibility of Licensee and shall involve no additional cost to County.

**ARTICLE 6
INSURANCE**

6.01 Maintenance of Insurance. Licensee agrees to maintain, on a primary basis and at its sole expense, at all times during the Term of this Agreement, and any extension thereof, the insurance coverages and limits set forth in Exhibit "B", attached hereto and incorporated herein. The requirements contained herein, as well as County's review or acceptance of insurance maintained by Licensee is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Licensee under this Agreement.

**ARTICLE 7
INDEMNIFICATION**

Licensee shall indemnify, defend and save County harmless from and against any and all claims, actions, damages, liability and expense in connection with: (i) loss of life, personal injury and/or damage to or destruction of property arising from or out of any occurrence in, upon or at the Property; (ii) the occupancy or use by Licensee of the Property or any part thereof; or (iii) any act or omission of Licensee, its agents, contractors, employees or invitees. In the event the County is made a party to any litigation commenced against Licensee or by Licensee against any third party, then Licensee shall protect and hold County harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, and any appeals thereof. Licensee recognizes the broad nature of this indemnification provision and specifically acknowledges the receipt of good and value separate consideration in support thereof. This provision shall survive expiration or earlier termination of this Agreement.

**ARTICLE 8
ASSIGNMENT**

Licensee may not assign, sublet or rent any portion of the Property.

**ARTICLE 9
REVOCAION OF LICENSE/DEFAULT**

9.01 Revocation of License. Notwithstanding any provision of this Agreement to the contrary, the rights granted to Licensee hereunder amount only to a non-exclusive license to use the Property, which license is expressly revocable by County for any reason whatsoever upon notice to Licensee. Upon notice from County of the revocation

of the license granted hereby, this Agreement shall terminate and County shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination.

9.02 Termination for Convenience by Licensee. Licensee may terminate this Agreement for convenience upon five (5) days prior written notice to County, 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 Agreement.

9.03 Default. Failure to perform or observe any of the agreements, covenants, or conditions contained in this Agreement to be performed or observed by such party upon five (5) days prior written notice shall constitute a default of this Agreement.

ARTICLE 10 MISCELLANEOUS

10.01 Subordination to Bond Resolution. This Agreement and all rights granted to Licensee hereunder are expressly subordinated and subject to the lien and provisions of the pledge, transfer, hypothecation or assignment made by County in the Palm Beach County Airport System Revenue Bond Resolution dated April 3, 1984 (R-84-427), as amended and supplemented (the "Bond Resolution"), and County and Licensee 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 insure compliance by Licensee and County with the terms and provisions of this Agreement and Bond Resolution.

10.02 Subordination to State/Federal Agreements. This Agreement shall be subject and subordinate to all the terms and conditions of any instrument and documents under which the County acquired the land or improvements thereon, of which the Property are a part, 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 Agreement 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.

10.03 Entire Agreement. This Agreement and any Exhibits attached hereto and forming a part thereof as if fully set forth herein, constitute all agreements, conditions and understandings between County and Licensee concerning the Property. All representations, either oral or written, shall be deemed to be merged into this Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon County or Licensee unless reduced to writing and signed by them.

10.04 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 the Licensee at:

Centerport, Inc.
1301 N. Perimeter Road
West Palm Beach, FL 33406
Fax: (561) 687-0204

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

10.05 Recording. Licensee shall not record this Agreement or any memorandum or short form thereof.

10.06 Waiver of Jury Trial. The parties hereto waive trial by jury in connection with proceedings or counterclaims brought by either of the parties hereto against the other, in connection with this Agreement.

10.07 Governing Law and Venue. This Agreement shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in Palm Beach County.

10.08 Time of Essence. Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.

10.09 Captions. The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.

10.10 Severability. In the event that any section, paragraph, sentence, clause, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

10.11 Waiver. No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

10.12 Inspector General. Licensee acknowledges that the Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud.

10.13 Effective Date. This Agreement shall become effective when executed by the parties hereto and approved by the Palm Beach Board of County Commissioners.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, County and Licensee have executed this Agreement, or have caused the same to be executed as of the day and year first above written.

WITNESSES:

Ray Walter
Signature
RAY WALTER
Typed or Printed Name

Debra Reese
Signature
Debra Reese
Typed or Printed Name

PALM BEACH COUNTY,
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA

By: [Signature]
Director, Department of Airports

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Anne Delgent
County Attorney

WITNESSES:

[Signature]
Signature
Thomas J Oliver
Typed or Printed Name

Ray Walter
Signature
RAY WALTER
Typed or Printed Name

LICENSEE:

Centerport, Inc.

By: Darlene Dincado Spies
Darlene Spies, President

(Corporate Seal)

Exhibit "A"
The "Property"

Unit 1310-A as depicted and identified on the attached

*Boundary & Limited Topographic Survey
Palm Beach International Airport
Lease Parcel N-12
(Cargo Facility Building 1300)*

Drawing No. S-3-08-2812 dated 02/27/08

COUNTY OF PALM BEACH STATE OF FLORIDA

BOARD OF COUNTY COMMISSIONERS
PROJECT NO. 2008013-04

BOUNDARY & LIMITED TOPOGRAPHIC SURVEY PALM BEACH INTERNATIONAL AIRPORT LEASE PARCEL N-12 (CARGO FACILITY BUILDING 1300)

KAREN T. MARCUS
DISTRICT 1

JOHN F. KOONS
DISTRICT 2

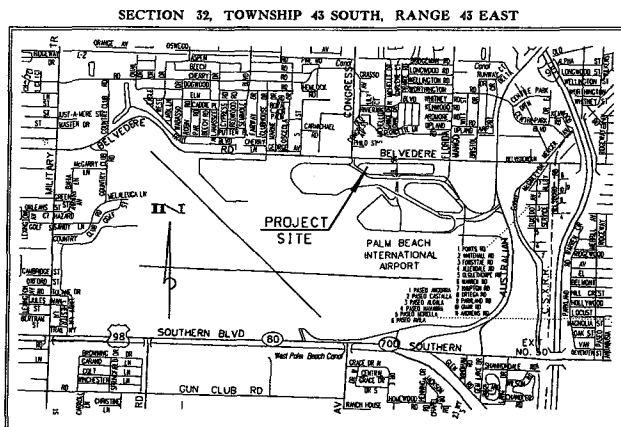
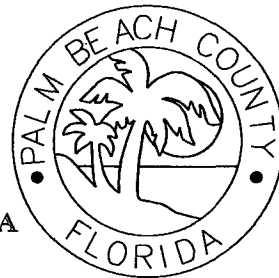
ROBERT J. KANJIAN
DISTRICT 3

MARY McCARTY
DISTRICT 4

BURT AARONSON
DISTRICT 5

JESS R. SANTAMARIA
DISTRICT 6

ADDIE L. GREENE
DISTRICT 7



LOCATION MAP
N.T.S.

PROPERTY DESCRIPTION
PBLA LEASE PARCEL N-12
(CARGO FACILITY BUILDING 1300)
A PARCEL OF LAND LOCATED WITHIN PALM BEACH INTERNATIONAL AIRPORT
PROPERTY, SITUATED IN SECTION 32, TOWNSHIP 43 SOUTH, RANGE 43 EAST,
PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS
FOLLOW:
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 32; THENCE
SOUTH 88°26'54" EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER
OF SAID SECTION 32, A DISTANCE OF 331.12 FEET; THENCE SOUTH
01°33'08" WEST AT RIGHT ANGLES TO SAID SECTION LINE, A DISTANCE
OF 56.89 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°26'54"
EAST PARALLEL WITH SAID SECTION LINE, A DISTANCE OF 509.27 FEET;
THENCE SOUTH 01°11'00" WEST, A DISTANCE OF 324.06 FEET; THENCE
NORTH 88°26'54" WEST PARALLEL WITH SAID SECTION LINE, A DISTANCE
OF 275.19 FEET; THENCE NORTH 01°34'27" WEST, A DISTANCE OF 18.45
FEET; THENCE NORTH 88°26'54" WEST PARALLEL WITH SAID SECTION LINE,
A DISTANCE OF 12.28 FEET; THENCE SOUTH 01°33'08" WEST, A DISTANCE
OF 18.42 FEET; THENCE NORTH 88°26'54" WEST PARALLEL WITH SAID
SECTION LINE, A DISTANCE OF 138.95 FEET; THENCE NORTH 88°26'54"
WEST, A DISTANCE OF 111.15 FEET; THENCE NORTH 01°58'24" EAST,
A DISTANCE OF 287.71 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S REPORT

THE PROPERTY AS SURVEYED CONTAINS 3.897 ACRES OR 169,756 SQUARE
FEET MORE OR LESS.

THE CLIENT REQUESTED ONLY A LIMITED AMOUNT OF TOPOGRAPHIC
INFORMATION/FEATURES BE INCLUDED ON THIS SURVEY. ON SITE VERTICAL
TOPOGRAPHY AND THE LOCATION, SIZE AND SPECIES OF TREES WERE NOT
REQUESTED TO BE SHOWN BY THE CLIENT. ALL APPARENT USAGE
(ENCROACHMENTS) ALONG THE BOUNDARY LINES WERE LOCATED AT THE
CLIENT'S REQUEST. THIS SURVEY IS FOR LEASING PURPOSES AND NOT FOR
THE CONVEYANCE OF LAND.

BEARINGS ON THIS SURVEY ARE BASED ON A GRID (NAD 83/90) BEARING OF
SOUTH 88°26'54" EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER
OF SECTION 32, TOWNSHIP 43 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY,
FLORIDA AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

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

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

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

SURVEY IS NOT BASED ON ANY ABSTRACT OR TITLE POLICY. CLIENT
REQUESTED THE SURVEY TO BE DONE WITHOUT THAT INFORMATION BEING
PROVIDED.

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

FIELD WORK FOR THIS PROJECT IS LOCATED IN FIELD BOOK 11237, PAGE
4 - DATED 02/12/08. INSTRUMENTS USED WERE THE TOPCON GTS #3 AND
MUSKY DATA COLLECTOR (GREY).

THE FILE NAMES ARE 2008013-04.PRJ, 2008013-04.DAT, 08013-04.ZAK,
2008013-04 (PBLA LEASE PARCEL N-12) NOTES.DOC AND 5-3-08-2812.DGN.

FIELD WORK COMPLETED ON 03/04/08.

LEGAL ACCESS TO THE PARCELS IS PROVIDED VIA BELVEDERE TO THE NORTH
THRU AN AIRPORT ACCESS ROAD (NO RECORD INFORMATION PROVIDED).

THE PROJECT'S FIELD TRAVERSE WAS BALANCED USING STAR NET PRO
VERSION 4.0.19. A FIELD TRAVERSE WAS RUN IN ORDER TO ESTABLISH
STATE PLANE COORDINATES ON THE ENTIRE SITE. EXISTING STATE PLANE
COORDINATE CONTROL POINTS WERE RECOVERED FROM A PREVIOUS BOUNDARY
SURVEY PROJECT NO. 85222 - DRAWING NO. 5-3-99-1376 ON FILE IN THE
OFFICE OF THE COUNTY ENGINEER. TWO MONUMENTS WERE HELD FIRM IN
THE TRAVERSE ADJUSTMENT. SECTION WAS BROKEN DOWN IN ACCORDANCE
WITH PALM BEACH COUNTY SECTION CORNER REGULATIONS. SEE CERTIFIED
CENTER RECORDS: 54087, 54088, 54089 & 54090.

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

NO WETLAND DETERMINATIONS OR DELINEATIONS WERE CONDUCTED BY THIS
SURVEY.

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

DATE OF AERIAL PHOTO BY OTHERS 01/29/2007 TO 03/05/2007. THIS IS
AN ORTHO-IMAGE OR DRONE-PHOTO. THE PHOTO WAS NOT CONTROLLED,
TARGETED OR FIELD VERIFIED BY THE SIGNING SURVEYOR AND IS FOR
INFORMATIONAL PURPOSES ONLY.

COORDINATES SHOWN ARE GRID
DATUM = NAD 83, 1990 ADJUSTMENT
ZONE = FLORIDA EAST
LINEAR UNITS = US SURVEY FOOT
COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION
ALL DISTANCES ARE GROUND.
PROJECT SCALE FACTOR = 1.000044878
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE
ALL FEATURE SYMBOLS SHOWN ARE NOT TO SCALE.

CERTIFIED TO: PALM BEACH COUNTY DEPARTMENT OF AIRPORTS.

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

I HEREBY CERTIFY THAT THE BOUNDARY & LIMITED TOPOGRAPHIC SURVEY
SHOWN HEREON WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION
AND THAT SAID SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET
FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS
IN CHAPTER 61S17-4, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION
472.027, FLORIDA STATUTES.

GLENN W. MARK, P.L.S.
FLORIDA CERTIFICATE NO. 5304

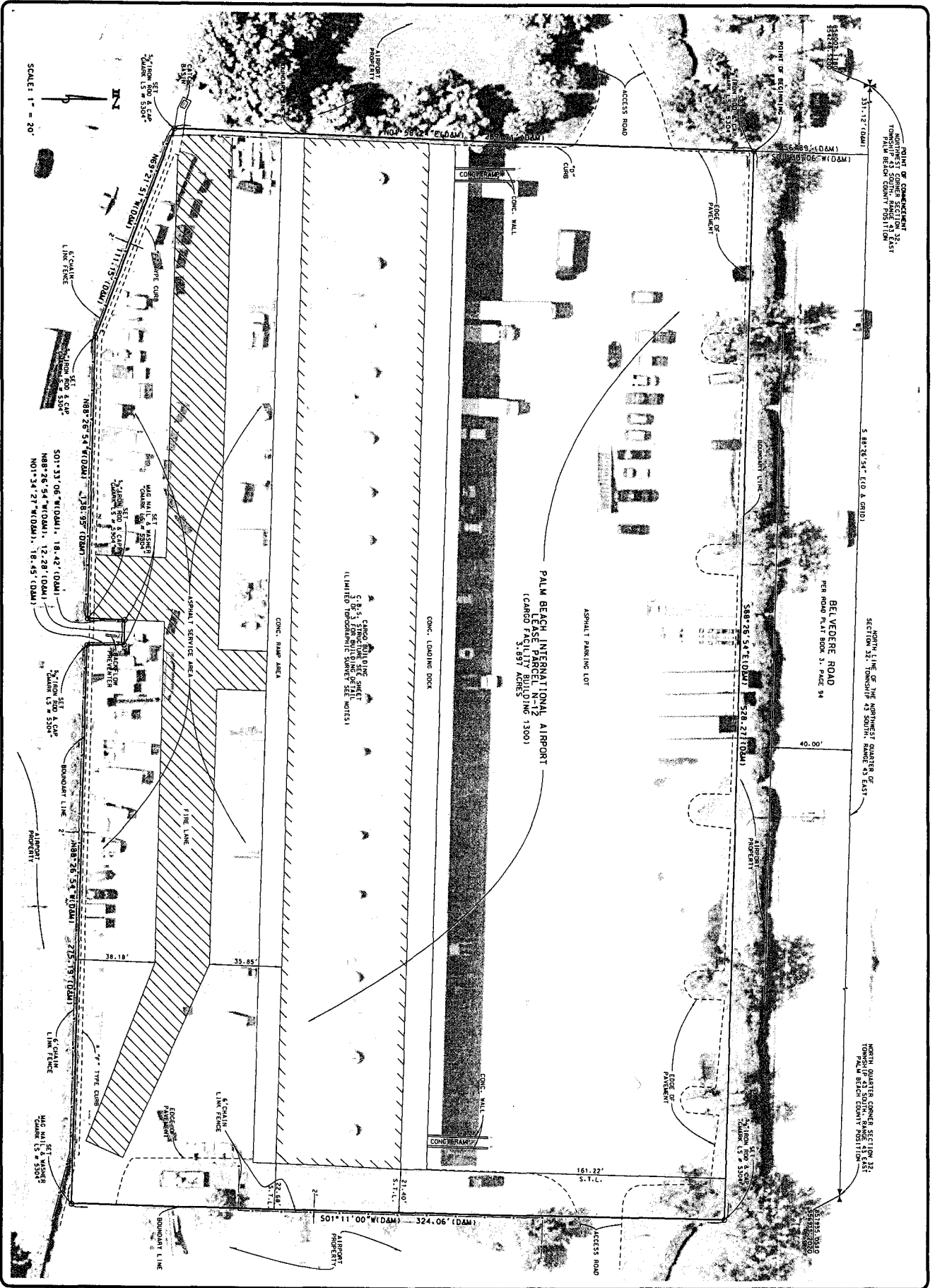
DATE

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

BY DATE	REVISION
SCALE: AS NOTED	
APPROVED: G.W.M.	FILED BOOK NO. 11237
DRAWN: E.A.D.	
CHECKED: W.C.E.	
DATE: 02/27/08	

PROJECT: BOUNDARY & LIMITED TOPOGRAPHIC SURVEY
PALM BEACH INTERNATIONAL AIRPORT
(CARGO FACILITY BUILDING 1300)
LEASE PARCEL N-12
DATE: 03/04/08
DRAWN BY: GLENN W. MARK

SHEET: 1
OF: 3
PROJECT NO.: 2008013-04



SCALE: 1" = 20'

PROJECT NO. 2000015-04
SHEET: 3
OF: 3

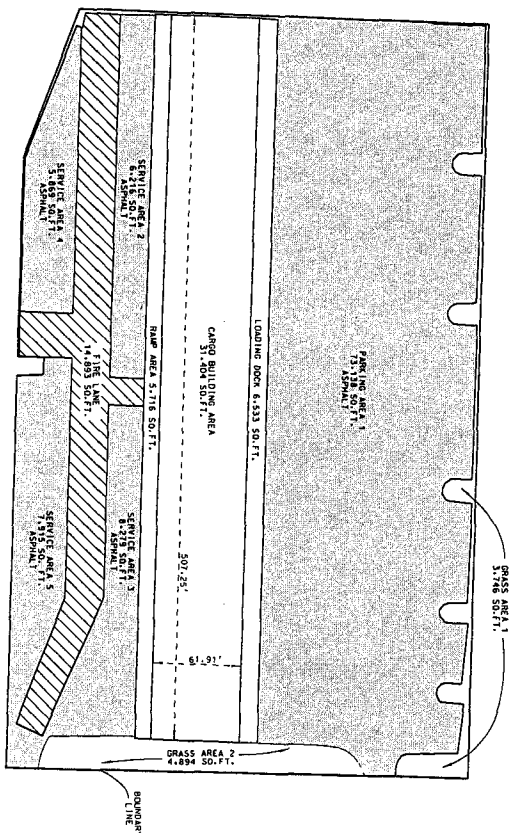
PROJECT: **BOUNDARY & LIMITED TOPOGRAPHIC SURVEY PALM BEACH INTERNATIONAL AIRPORT LEASE PARCEL N-12 (CARGO FACILITY BUILDING 1300)**
DESIGN FILE NAME: S-3-06-2812.DGN
DRAWING NO.: S-3-06-2812

NO. 1
REVISION: CHANGE LABELS
BY: GW
DATE: 1/30/08

SCALE: AS SHOWN
APPROVED: GWK
DRAWN: E.A.A.
CHECKED: W.C.E.
DATE: 02/07/08
FIELD BOOK NO.: 1
SHEET



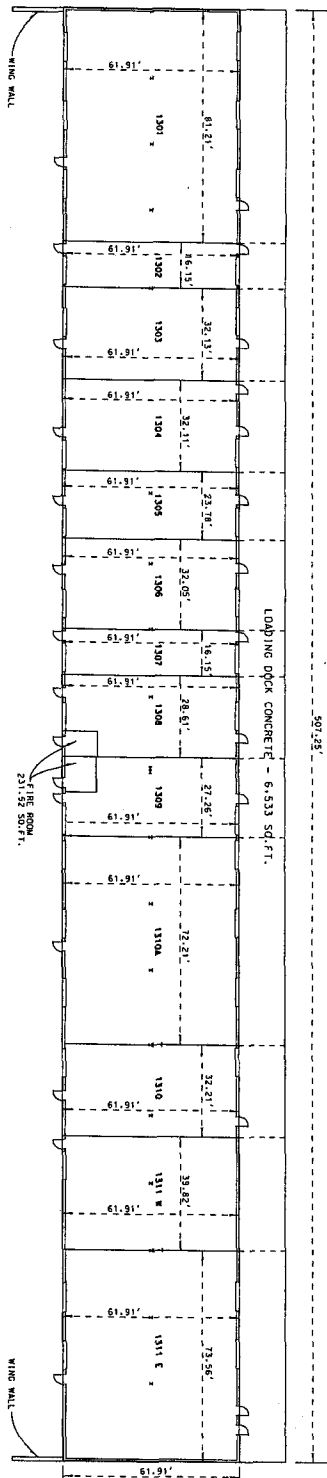
PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ENGINEERING SERVICES
2500 NORTH JOG ROAD
WEST PALM BEACH, FL 33411



LEASE AREA DETAIL
SEE SHEET 2 OF 3 FOR
BOUNDARY INFORMATION
SCALE 1" = 40'

TABLE CHART

1301	=	1,028	SQ. FT.
1302	=	1,028	SQ. FT.
1303	=	1,028	SQ. FT.
1304	=	1,028	SQ. FT.
1305	=	1,028	SQ. FT.
1306	=	1,028	SQ. FT.
1307	=	1,028	SQ. FT.
1308	=	1,028	SQ. FT.
1309	=	1,028	SQ. FT.
1310	=	1,028	SQ. FT.
1311	=	1,028	SQ. FT.
1312	=	1,028	SQ. FT.
1313	=	1,028	SQ. FT.
1314	=	1,028	SQ. FT.
1315	=	1,028	SQ. FT.
1316	=	1,028	SQ. FT.
1317	=	1,028	SQ. FT.
1318	=	1,028	SQ. FT.
1319	=	1,028	SQ. FT.
1320	=	1,028	SQ. FT.
1321	=	1,028	SQ. FT.
1322	=	1,028	SQ. FT.
1323	=	1,028	SQ. FT.
1324	=	1,028	SQ. FT.
1325	=	1,028	SQ. FT.
1326	=	1,028	SQ. FT.
1327	=	1,028	SQ. FT.
1328	=	1,028	SQ. FT.
1329	=	1,028	SQ. FT.
1330	=	1,028	SQ. FT.
1331	=	1,028	SQ. FT.
1332	=	1,028	SQ. FT.
1333	=	1,028	SQ. FT.
1334	=	1,028	SQ. FT.
1335	=	1,028	SQ. FT.
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1400	=	1,028	SQ. FT.



SIDE VIEW
CARGO BUILDING DETAIL
SCALE 1" = 20'

LEGEND

- ROAD = DASH & WEDGED
- CONC. = CONCRETE
- ST. L. = 1" X 1" STEEL
- OV. = OVERHANG
- OV. DOOR = OVERHANG DOOR
- OV. DOOR = OVERHANG DOOR

PROJECT NO. 2000013-04
SHEET 5
DATE 5

PROJECT: BOUNDARY & LIMITED TOPOGRAPHIC SURVEY
PALM BEACH INTERNATIONAL AIRPORT
LEASE PARCEL NO. 11
(CARGO FACILITY BUILDING 1500)

DESIGN FILE NAME: S-5-08-2812.DGN
DRAWING NO.: S-5-08-2812

SCALE: AS NOTED
APPROVED: [Signature]
DRAWN: B.A.O.
CHECKED: W.C.E.
DATE: 8/27/08

FIELD BOOK NO. 133 T

NO.	REVISION	BY	DATE
1	CHANGE LABELS	GM	5/6/08



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

EXHIBIT "B" INSURANCE

Commercial General Liability. Licensee 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.

Business Automobile Liability. Licensee 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 Licensee does not own automobiles, Licensee agrees to 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.

Additional Insured. Licensee shall endorse the 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." Coverage shall be provided on a primary basis.

Waiver of Subrogation. Licensee agrees by entering into this Agreement to a Waiver of Subrogation for each policy required herein. When required by the insurer, or should a policy condition not permit Licensee to enter into any pre-loss agreement to waive subrogation without an endorsement, then Licensee agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Licensee enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Licensee shall provide the County with Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. The Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation (ten (10) days for nonpayment of a premium) or non-renewal of coverage. The Certificate Holder 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.

CERTIFICATE
(Corporation)

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

1. That Darlene Spies is the President of Centerport, Inc., a corporation organized and existing in good standing under the laws of the State of Florida, hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as of the 13 day of Oct., 2011, in accordance with the laws of the State of Florida, the Articles of Incorporation and the By-laws of the Corporation:

RESOLVED, that the Corporation shall enter into that certain License Agreement between Palm Beach County, a political subdivision of the State of Florida and the Corporation (the "Agreement"), a copy of which is incorporated herein by reference; and be it

FURTHER RESOLVED, that Darlene Spies, the President of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

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

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

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 13 day of Oct., 2011.

D. Dinardo-Spies
[Signature] President

Corporate Seal

DARLENE DINARDO SPIES 10.13.11
Centerport, Inc.

2011 FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# K74125

FILED
Feb 16, 2011
Secretary of State

Entity Name: CENTERPORT, INC.

Current Principal Place of Business:

1301 N. PERIMETER RD.
W. PALM BEACH, FL 33406

New Principal Place of Business:

Current Mailing Address:

1301 N. PERIMETER RD.
W. PALM BEACH, FL 33406

New Mailing Address:

FEI Number: 65-0103775 **FEI Number Applied For ()** **FEI Number Not Applicable ()** **Certificate of Status Desired ()**

Name and Address of Current Registered Agent:

SPIES, JAMES B.
1301 N. PERIMETER ROAD
W. PALM BEACH, FL 33406 US

Name and Address of New Registered Agent:

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

OFFICERS AND DIRECTORS:

Title: CEO
Name: SPIES, JAMES B.
Address: 1301 N. PERIMETER ROAD
City-St-Zip: W. PALM BEACH, FL

Title: PRES
Name: SPIES, DARLENE
Address: 1301 N PERIMETER ROAD
City-St-Zip: W. PALM BEACH, FL

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: D. SPIES

PRES

02/16/2011

Electronic Signature of Signing Officer or Director

Date



CERTIFICATE OF LIABILITY INSURANCE

OP ID: HW

DATE (MM/DD/YYYY)

03/22/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Bouchard - Kissimmee 222 Church Street Kissimmee, FL 34741 John Manis		CONTACT NAME: PHONE (A/C, No, Ext): 407-846-2841 E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #: CENT-12		FAX (A/C, No):	
INSURED Centerport Inc. & Centerport CFS Inc. 1301 North Perimeter Road West Palm Beach, FL 33406-1438		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: AmTrust North American of FL		2	
		INSURER B: Westfield Insurance Company		24112	
		INSURER C: Hartford Insurance Company			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> GENERAL LIABILITY	X		CSP4234629	02/01/11	02/01/12	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
<input checked="" type="checkbox"/>	POLICY	<input type="checkbox"/>	PRO-JECT	<input type="checkbox"/>	LOC		PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			CSP4234629	02/01/11	02/01/12	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS							\$
B	<input checked="" type="checkbox"/> NON-OWNED AUTOS			CSP4234629	02/01/11	02/01/12		\$
B	<input checked="" type="checkbox"/> Truckers			CSP4234629	02/01/11	02/01/12		\$
	<input type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE							\$
	<input type="checkbox"/> RETENTION \$							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			AWC1006728	03/14/11	03/14/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
C	Motor Truck Cargo			21MSTS1691	01/22/11	01/22/12	E.L. DISEASE - POLICY LIMIT	\$ 500,000
							Cargo	100,000
							Maximum	500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Trailer Interchange 30,000, 1,000 Deductible;
 Cargo Deductible \$5,000
 Certificate holder is additional insured as respects General Liability only if required by written contract, and subject to the terms, conditions and limits as specified in the policy.

CERTIFICATE HOLDER		CANCELLATION	
PALMBEA Palm Beach County Department of Airports 846 Palm Beach Intl Airport West Palm Beach, FL 33406-1460		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE 	

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ACORD 25 (2009/09)

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