

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$ -0-</u>	<u>\$81,013</u>	<u>\$486,078</u>	<u>\$486,078</u>	<u>\$405,065</u>
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$ -0-</u>	<u>\$81,013</u>	<u>\$486,078</u>	<u>\$486,078</u>	<u>\$405,065</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No _____

Budget Account No: Fund 1451 Dept 710 Unit 7240 Object 4411
 9% Program _____

Budget Account No: Fund 1454 Dept 710 Unit 7310 Object 4411
 13% Program _____

Budget Account No: Fund 1454 Dept 710 Unit 7420 Object 4411
 60% Program _____

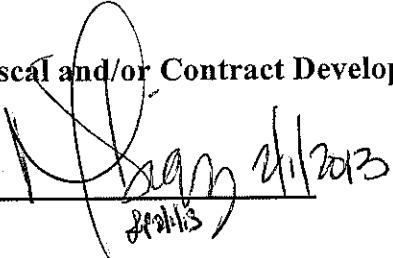
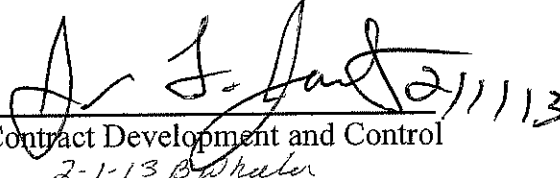
Budget Account No: Fund 1457 Dept 710 Unit 7331 Object 4411
 18% Program _____

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

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 OFMB Contract Development and Control

B. Legal Sufficiency:

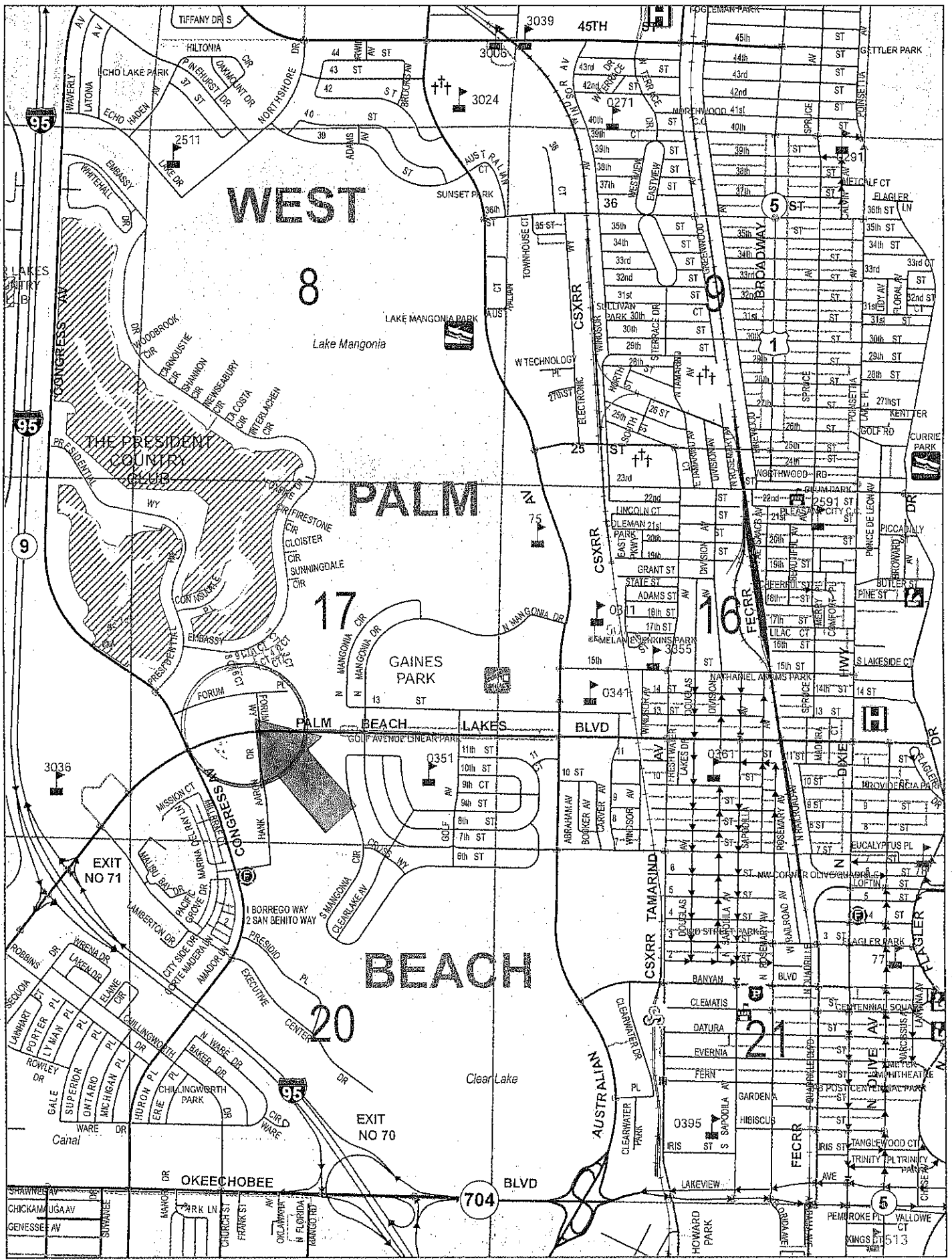


 Assistant County Attorney

C. Other Department Review:

 Department Director

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



T43

13

T43

LOCATION MAP



AMENDMENT NUMBER THREE
TO LEASE AGREEMENT

THIS AMENDMENT NUMBER THREE TO LEASE AGREEMENT (“Amendment Number Three”), made and entered into on _____, by and between **REGIONS FINANCIAL TOWER, LLLP**, a Florida limited partnership, hereinafter referred to as “Lessor”, and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, on behalf of the Tourist Development Council and its related agencies, hereinafter referred to as “Lessee”.

Whereas, Edwin Llwyd Ecclestone, Jr. Revocable Living Trust Dated January 21, 1981, as wholly restated on September 1, 1998, doing business as the Republic Security Bank Tower (“Trust”), the original lessor, and Lessee entered into that certain Lease Agreement dated April 3, 2001 (R2001-0483) (the “Lease”) for the use and occupancy of the Premises as defined in the Lease; and

Whereas, the Trust conveyed the Building and the Premises to Lessor; and

Whereas, the Building has been renamed and is now known as Regions Financial Tower; and

Whereas, the Lease has been amended by Amendment Number One to Lease Agreement (R2001-2109) and Amendment Number Two to Lease Agreement (R2010-1746), which amendments modified the Premises and the number of parking spaces provided to Lessee, adjusted the rent provisions, and extended the Term; and

Whereas, the parties wish to provide for a further extension of the Term, establish the annual rent and the charge for parking spaces during the term extension and incorporate certain other language required by Lessee; and

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

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

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as in the Lease.
2. Section 1.04, Length of Term, Commencement Date and Cancellation of Prior Lease,

is hereby modified to provide that the Term shall be extended through July 31, 2017. The Term for the period from August 1, 2014, through July 31, 2017, may also be referred to as the "Extended Term".

3. The parties hereby confirm that during the Extended Term:
 - a. the Premises shall consist of 19,700 rentable square feet of office space located on the 8th and 9th floors of the Building;
 - b. Annual Gross Rent shall be \$483,438 per year (\$40,286.50 per month) through July 31, 2017, using an annual gross rental rate of \$24.54 per rentable square foot;
 - c. Lessor shall provide Lessee a total of sixty-five (65) parking spaces, consisting of eleven (11) covered reserved spaces, thirty-four (34) covered unreserved spaces, and twenty (20) rooftop spaces, for use by Lessee's employees, and free open visitor parking for use by Lessee's guests and invitees in common with other tenants within the Building. The monthly charge for each covered reserved space shall be \$20.00 per space per month. All other parking spaces shall be provided by Lessor without charge therefor.

4. Section 14.12, Non discrimination, is modified to include a prohibition against discrimination based on familial status.

5. Lessor represents that simultaneously with Lessor's execution of this Amendment Number Three, Lessor has executed and delivered to Lessee, the Landlord's Disclosure of Beneficial Interests attached hereto as Exhibit "A" and made a part hereof (the "Disclosure"), disclosing the name and address of every person or entity having a 5% or greater beneficial interest in the ownership of the Premises as required by Section 286.23 of the Florida Statutes unless Lessor is exempt under the statute. Lessor warrants that in the event there are any changes to the names and addresses of the persons or entities having a 5% or greater beneficial interest in the ownership of the Premises after the date of execution of the Disclosure until the Effective Date of this Amendment Number Three, Lessor shall immediately, and in every instance, provide written notification of such change to the Lessee pursuant to Section 14.01 of the Lease.

6. This Amendment Number Three shall become effective when signed by all parties and approved by the Palm Beach County Board of County Commissioners (the "Effective Date").

7. Except as modified by this Amendment Number Three and the prior amendments, the

Lease remains unmodified and in full force and effect and the parties hereby ratify, confirm, and adopt the Lease, as amended, in accordance with the terms thereof.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

LESSOR:

REGIONS FINANCIAL TOWER, LLLP
a Florida limited partnership

By: 1555 OPERATING COMPANY, a Florida
corporation, its General Partner

By: *Nannette Gammon*

Print Name: Nannette Gammon

Title: Vice President *

WITNESSES:

AD

Witness Signature

ANDREW DEITZ

Print Witness Name

S. Hines

Witness Signature

STEPHANIE HINES

Print Witness Name

(SEAL)

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

LESSEE:

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

By: _____
Steven L. Abrams, Mayor

WITNESSES:

Witness Signature

Print Witness Name

Witness Signature

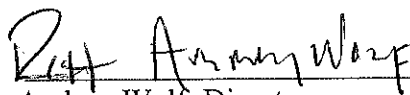
Print Witness Name

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY



Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS



Audrey Wolf, Director
Facilities Development & Operations

EXHIBIT "A"
LANDLORD'S DISCLOSURE OF BENEFICIAL INTERESTS
(REQUIRED BY FLORIDA STATUTES 286.23)

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

STATE OF FLORIDA
COUNTY OF PALM BEACH

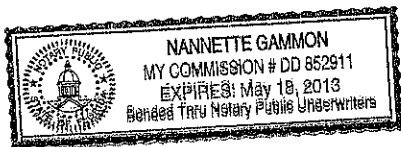
BEFORE ME, the undersigned authority, this day personally appeared, E. Llwyd Ecclestone, III, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the Vice President of 1555 Operating Company, a Florida corporation, the general partner of Regions Financial Tower, LLLP, a Florida limited liability limited partnership(the "Landlord") which entity is the owner of the real property legally described on the attached Exhibit "A" (the "Property").
2. Affiant's address is: 1555 Palm Beach Lakes Boulevard, Suite 1002, West Palm Beach, Florida 33401.
3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the Landlord and the percentage interest of each such person or entity.
4. Affiant acknowledges that this Affidavit is given to comply with Florida Statutes 286.23, and will be relied upon by Palm Beach County in its lease of the Property.
5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.
6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

E. Llwyd Ecclestone, III, Affiant
E. Llwyd Ecclestone, III

The foregoing instrument was sworn to, subscribed and acknowledged before me this 5th day of December, 2012, by E. Llwyd Ecclestone, III [] who is personally known to me or [] who has produced _____ as identification and who did take an oath.



Nannette Gammon
Notary Public
Nannette Gammon
(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large

My Commission Expires: May 18, 2013

EXHIBIT "A"
TO DISCLOSURE OF BENEFICIAL INTERESTS

LOT 1, BLOCK 2, PALM BEACH LAKES COMMERCIAL, according to the Plat recorded in Plat Book 29, page 63, as recorded in the Public Records of PALM BEACH County, Florida; said land situate, lying and being in PALM BEACH County, Florida.

Agenda Item #:

50-1

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

MIBA 6-5
discuss with direction

Meeting Date: June 19, 2012

- Consent Regular
- Ordinance Public Hearing
- Workshop

Department: Facilities Development & Operations
Submitted On Behalf Of: Tourist Development Council

I. EXECUTIVE BRIEF

Motion and Title: Staff requests Board direction regarding options to accommodate the interim facilities requirements of the Tourist Development Council (TDC) and related agencies of Convention & Visitors Bureau, Sports Commission, and the Film & Television Commission.

Summary: At the March 27th Workshop, the Board concluded the Airport Center was the preferred location for meeting the TDC and related agencies' long term space needs, and directed Staff to attempt to negotiate a five (5) year extension of TDC's existing lease at Regions Financial Tower at a reduced rate to meet TDC's interim needs. Regions Financial Tower submitted a proposal which would save TDC roughly \$93,000 over a five (5) year extension. Staff believes that Regions Financial Tower has not provided a sufficient rental reduction. Staff believes that there are acceptable alternatives which would save TDC as much as \$420,000 over the same five (5) year period, even taking into account the move costs. The Board's options are to: 1) accept Regions proposed terms; 2) make a counter offer; or 3) direct Staff to conduct a Request for Proposal process to find alternate leased space for the period from August 2014 through 2019. (TDC&FDO/PREM) Countywide (DW)

Background & Policy Issues: At a March 27, 2012 Workshop, two facility options were discussed: the Airport Center 2 Building or the Government Center. In order to renovate the Airport Center Building for the TDC it would require the County to budget \$11.32M in ad valorem funding to complete the renovation for the remainder of the space. At this time not only does the County not have the funding, there is no anticipated County need for five years. As such, Staff recommended the option to renovate 20,000 square feet of the Government Center for the TDC and its related agencies as it; 1) results in the most savings to the TDC, 2) does not require additional ad valorem appropriations, 3) has a higher level of community amenities and demonstrates close partnership/collaboration with government, 4) is close to restaurants, hotels, Convention Center, major cultural attractions, and the opportunity to showcase the waterfront, and 5) the opportunity for foot traffic.

After much discussion, it was the Board's opinion that:

- the Airport Center presented the best long term option for a variety of reasons including; unique identity, prominent tourism location (Airport), and opportunity for a co-located Visitor's Center in the future, and
- Staff should identify options for reducing TDC's rental payments over the next 5-7 years (3-5 years from the expiration of current lease at 1555 Palm Beach Lakes Blvd.) until such time that the Airport Center is likely to be renovated for County purposes.

Background and Policy Issues -Continued on Page 3

Attachments:

1. March 27, 2012 Workshop Item
2. Region's Financial Tower Landlord Rent Reduction Proposal
3. Regions Financial Tower Rent Calculations
4. Rental Comparison: Regions vs. Other Space

RECEIVED

JUN 21 2012

Recommended by: [Signature] Department Director 6/5/12 Date

Approved by: [Signature] Deputy County Administrator 6/12/12 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u> ^X	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT:	<u>-0-</u> ^{see below}	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>

ADDITIONAL FTE
POSITIONS (Cumulative)

Is Item Included in Current Budget? Yes No

Budget Account No: Fund _____ Department _____ Unit _____ Object _____
Reporting Category

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

~~X~~ No Fiscal Impact from this Item. Fiscal Impact will be reported when a contract is approved.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS:

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

<p>_____ OFMB 6/8/2012 4/7/12 7/12</p>	<p>_____ Contract Dev. and Control 6/12/12 B. Wheeler</p>
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B. Legal Sufficiency:

Assistant County Attorney
6/12/12

C. Other Department Review:

Background and Policy Issues (Cont'd)

With regard to the latter and in order to avoid a double move associated with an interim private leased space, the Board specifically directed Staff to negotiate a reduced rental rate to remain at Regions Financial Tower until the Airport Center building can be renovated 5-7 years from now. In the event that the Landlord was unwilling to commence negotiations or the negotiations were unsuccessful, Staff was to return to the Board with further options.

Discussions with Landlord of 1555 Palm Beach Lakes Boulevard

At the March 27, 2012 workshop it was discussed that an effective rate of \$20/s.f. was reasonable for comparable privately-owned leased space. However, taking into account the costs of relocation (moves, infrastructure and tenant improvements) which would be avoided if the TDC remained at Regions Financial Tower until Airport Center was ready, the target rate for the negotiations became \$22/s.f.

On April 24, 2012, the Landlord proposed a reduction from the current rental rate of \$24.50 /s.f. to a new rate of \$23.80/s.f. The new rate would not be effective until the start of the proposed extension in August of 2014 and would also be subject to 2% annual increases starting in 2015. The Landlord also proposed two months of free rent. The net effect of these three changes is that over a five year extension, the total rent would be roughly \$50,000 less than that which would be payable under the current lease terms.

Staff did not believe this reduction was material or consistent with the Board's direction. As a result, Staff advised the Landlord that this proposal would result in Staff not being able to recommend the extension and Staff would be seeking further direction on how to proceed. That correspondence was sent to the BCC on May 14, 2012. Following the email to the BCC, the Landlord contacted Staff with a clarification to the proposal which would result in savings of \$93,500 over the five year term. Attachment 3 identifies the savings over the 5 year extension.

It remains Staff's position that the savings are far less than what the Board contemplated. We informed the landlord that Staff would proceed with this item. Staff also reminded the Landlord of the target rate.

For comparison purposes, Staff identified alternative space that is available for an initial rate of \$19/sf, with three (3) months free rent and four percent (4%) annual increases. On those terms, the County would save approximately \$330,000 over and above the \$93,000 savings at the Regions Financial Tower as reflected in Attachment 4. The total savings compared to the existing lease would be approximately \$420,000

Options for the Short Term (August 2014 Thru 2017-2019)

Other than remaining at Regions Financial Tower, the only other short term option is to conduct an RFP for a 5 year lease. In order for the RFP to maximize rental savings over a five year term, the RFP will likely have to contain key requirements or specifications which:

- maintain the square footage at its current or reduced level;
- locate the leased facility on an existing County fiber path to maintain speed of communications;
- limit finish improvements/modifications to only the public areas; and
- provide for flexibility in the configuration of space to limit the amount of tenant improvements required.

Further, if this option is to be chosen, Staff and the TDC would prepare the specifications for inclusion in an RFP to be issued in March or April of 2013 for award in late summer of 2013. This timing is more appropriate as typically landlords are not in a position to commit space for an occupancy date of greater than a year away from the start of a lease.

Even though on the face of this recommendation it seems to imply that a decision does not need to be made today with regard to the issuance of an RFP – it does. There are only two practical ways to maximize the rental rate reduction over the next 5-7 years; 1) secure an acceptable rate reduction package from the existing landlord, or 2) commit to the RFP at this time. Either would need to be done now. To delay will only strengthen the Landlord's negotiating position, reducing the probability of obtaining further savings during the extension period.

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 2/1/2013

REQUESTED BY: Steven K. Schlamp PHONE: 233-0239
 Prop. Spec., PREM FAX: 233-0210

PROJECT TITLE: TDC Amendment Three

PROJECT NO.: 2012-5.016

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$ -0-</u>	<u>\$81,013</u>	<u>\$486,078</u>	<u>\$486,078</u>	<u>\$405,065</u>
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$ -0-</u>	<u>\$81,013</u>	<u>\$486,078</u>	<u>\$486,078</u>	<u>\$405,065</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

BUDGET ACCOUNT NUMBERS

Account Number	Agency	Approximate Percentage
1451-710-7240-4411	Film & Television Commission	9%
1454-710-7310-4411	Tourist Development Council	13%
1454-710-7420-4411	Convention & Visitors Bureau	60%
1457-710-7331-4411	Sports Commission	18%

IS ITEM INCLUDED IN CURRENT BUDGET: YES _____ NO _____

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

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

SUBJECT TO IG FEE? YES NO

Department: _____

BAS APPROVED BY: _____ DATE: _____

ENCUMBRANCE NUMBER: _____

TDC Amendment Three – Fiscal Impact

FY2013:

- As the Lease expires on 7/31/2014, all of FY2013 has been budgeted.

FY2013 = \$-0-

FY2014:

- As the Lease expires on 7/31/2014, the period of 10/1/2013 – 7/31/2014 has been budgeted.
- 8/1/2014 – 9/30/2014 = 2 months.
- Amendment Three extends the term for 3 years to 7/30/2017 with no change in rent.
- Rent is \$24.54/SF for the 19,700 SF leased (\$483,438.00/year or \$40,286.50/month).
- Charge for 11 covered reserved parking spaces is \$20.00/month per space (\$2,640.00/year or \$220.00/month).
- $\$40,286.50 + \$220.00 = \$40,506.50/\text{month} \times 2 \text{ months} = \$81,013.00$

Film (1451-710-7240-4411; 1,825 SF or 9% of Premises + 1 parking space):
\$3,752.13/month for Premises and parking space

TDC (1454-710-7310-4411; 2,568 SF or 13% of Premises + 2 parking spaces):
\$5,291.56/month for Premises and parking spaces

CVB (1454-710-7420-4411; 11,837 SF or 60% of Premises + 6 parking spaces):
\$24,326.66/month for Premises and parking spaces

Sports (1457-710-7331-4411; 3,470 SF or 18% of Premises + 2 parking spaces):
\$7,136.15/month for Premises and parking spaces

Monthly total: $\$3,752.13 + \$5,291.56 + \$24,326.66 + \$7,136.15 = \$40,506.50$

FY2014 = \$81,013

FY2015:

- Rent is \$24.54/SF for the 19,700 SF leased (\$483,438.00/year or \$40,286.50/month).
- Charge for 11 covered reserved parking spaces is \$20.00/month per space (\$2,640.00/year or \$220.00/month).
- $\$483,438.00 + \$2,640.00 = \$486,078.00$ per year (\$40,506.50 per month).

Film (1451-710-7240-4411; 1,825 SF or 9% of Premises + 1 parking space):
\$3,752.13/month for Premises and parking space

TDC (1454-710-7310-4411; 2,568 SF or 13% of Premises + 2 parking spaces):
\$5,291.56/month for Premises and parking spaces

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Sports (1457-710-7331-4411; 3,470 SF or 18% of Premises + 2 parking spaces):
\$7,136.15/month for Premises and parking spaces

Monthly total: $\$3,752.13 + \$5,291.56 + \$24,326.66 + \$7,136.15 = \$40,506.50$

FY2015 = \$486,078.00

FY2016:

- Same as FY2015.

FY2016 = \$486,078.00

FY2017:

- Term expires on 7/31/2017.
- 10/1/2016 – 7/31/2017 = 10 months.
- \$40,506.50 per month x 10 months = \$405,065.00.

Film (1451-710-7240-4411; 1,825 SF or 9% of Premises + 1 parking space):
\$3,752.13/month for Premises and parking space

TDC (1454-710-7310-4411; 2,568 SF or 13% of Premises + 2 parking spaces):
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Sports (1457-710-7331-4411; 3,470 SF or 18% of Premises + 2 parking spaces):
\$7,136.15/month for Premises and parking spaces

Monthly total: \$3,752.13 + \$5,291.56 + \$24,326.66 + \$7,136.15 = \$40,506.50

FY2017 = \$405,065.00

Attachment 5

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

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

STATE OF FLORIDA
COUNTY OF PALM BEACH

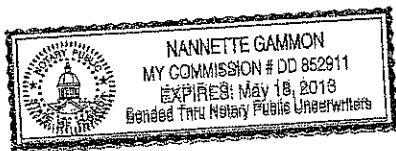
BEFORE ME, the undersigned authority, this day personally appeared, E. Llwyd Ecclestone, III, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the Vice President of 1555 Operating Company, a Florida corporation, the general partner of Regions Financial Tower, LLLP, a Florida limited liability limited partnership (the "Landlord") which entity is the owner of the real property legally described on the attached Exhibit "A" (the "Property").
2. Affiant's address is: 1555 Palm Beach Lakes Boulevard, Suite 1002, West Palm Beach, Florida 33401.
3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the Landlord and the percentage interest of each such person or entity.
4. Affiant acknowledges that this Affidavit is given to comply with Florida Statutes 286.23, and will be relied upon by Palm Beach County in its lease of the Property.
5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.
6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

E. Llwyd Ecclestone, III, Affiant
E. Llwyd Ecclestone, III

The foregoing instrument was sworn to, subscribed and acknowledged before me this 5th day of December, 2012, by E. Llwyd Ecclestone, III [] who is personally known to me or [] who has produced _____ as identification and who did take an oath.



Nannette Gammon
Notary Public
Nannette Gammon
(Print Notary Name)

NOTARY PUBLIC
State of Florida at Large

My Commission Expires: May 18, 2013

EXHIBIT "A"
TO DISCLOSURE OF BENEFICIAL INTERESTS

LOT 1, BLOCK 2, PALM BEACH LAKES COMMERCIAL, according to the Plat recorded in Plat Book 29, page 63, as recorded in the Public Records of PALM BEACH County, Florida; said land situate, lying and being in PALM BEACH County, Florida.

