

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$2,261)	(\$770)	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	(\$2,261)	(\$770)	_____	_____	_____
No. ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes _____ No X
 Budget Account No.: Fund 4100 Department 120 Unit 8452 RSource 4413
 Reporting Category _____

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

The fiscal impact of this Agreement will be the receipt of additional rentals in the amount of \$0.85 per square foot annually for 2,660 square feet. The additional rental as shown above is over the initial two-year lease term. An additional \$188 was received in Fiscal Year 2013 (not shown above). Additional revenue may be received if renewal options are executed.

C. Departmental Fiscal Review: CM Simms

III. REVIEW COMMENTS

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

<p><u>Susan Neary</u> 11/6/13 OFMB RN 11/6/13</p>	<p><u>Dr. J. Jacobson</u> 11/14/13 Contract Dev. and Control</p>
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B. Legal Sufficiency:
[Signature] 11/15/13
 Assistant County Attorney

C. Other Department Review:

 Department Director

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "First Amendment") is made and entered into this 2nd day of October, 2013, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and Delta Aventura Construction Corp., a New York corporation ("Tenant").

WITNESSETH:

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

WHEREAS, County and Tenant have entered into that certain Lease Agreement dated February 5, 2013 (R2013-0136) (the "Lease") for the lease of certain real property managed by the Department on behalf of County; and

WHEREAS, the parties hereto desire to amend the Lease in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and 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:

1. Recitals. The recitals set forth above are true and correct and incorporated herein by this reference. Terms not defined herein shall have the meaning ascribed to them in the Lease.

2. Section 4.01 of the Lease ("Description of Leased Premises"), subsection (C), is hereby deleted in its entirety and replaced with the following Section 4.01(C):

(C) Approximately Twelve Thousand Six Hundred Sixty (12,660) square feet of paved vehicle parking at 3323 Belvedere Road, north of Building 506, (the "Paved Parking Area") as identified in Exhibit "A" attached hereto.

3. Section 5.01 of the Lease ("Rental"), subsection (C) ("Rental for the Paved Parking Area") is hereby deleted in its entirety and replaced with the following Section 5.01(C):

(C) Rental for the Paved Parking Area. For the Paved Parking Area, Tenant shall pay rental in the amount of Eight-Five Cents (\$0.85) per square foot, for a total of Ten Thousand Seven Hundred Sixty-One Dollars (\$10,761.00) annually.

4. Exhibit "A" to the Lease (the "Leased Premises") is hereby deleted in its entirety and replaced with Exhibit "A" attached hereto.

5. Ratification of Agreement. Except as specifically modified herein, all of the terms and conditions of the Lease shall remain unmodified and in full force and effect and are hereby ratified and confirmed by the parties hereto.

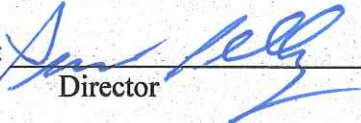
6. Paragraph Headings. The heading of the various sections of this First Amendment are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this First Amendment or the Lease.

7. Effective Date. This First Amendment shall become effective September 1, 2013.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto have duly executed this First Amendment 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 TENANT:**

 _____
Signature

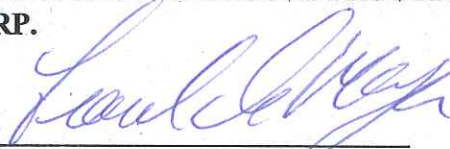
Lori L. King
Print Name

 _____
Signature

Kara Misuk
Print Name

TENANT:

**DELTA AVENTURA CONSTRUCTION
CORP.**

By:  _____
Frank DeMeyer, President

(Seal)

Exhibit "A"
The "Leased Premises"
Page 1 of 2



Additional
Paved Parking
Area
12,660 SqFt

Warehouse
Storage Space
Building 505-C
2,000 SqFt

(not included)

Office Space
3323 Belvedere
Building 505
4,000 SqFt

Non-exclusive "Licensed Area" for use of the parking area immediately adjacent to the Office Space at 3323 Belvedere Rd, Building 505

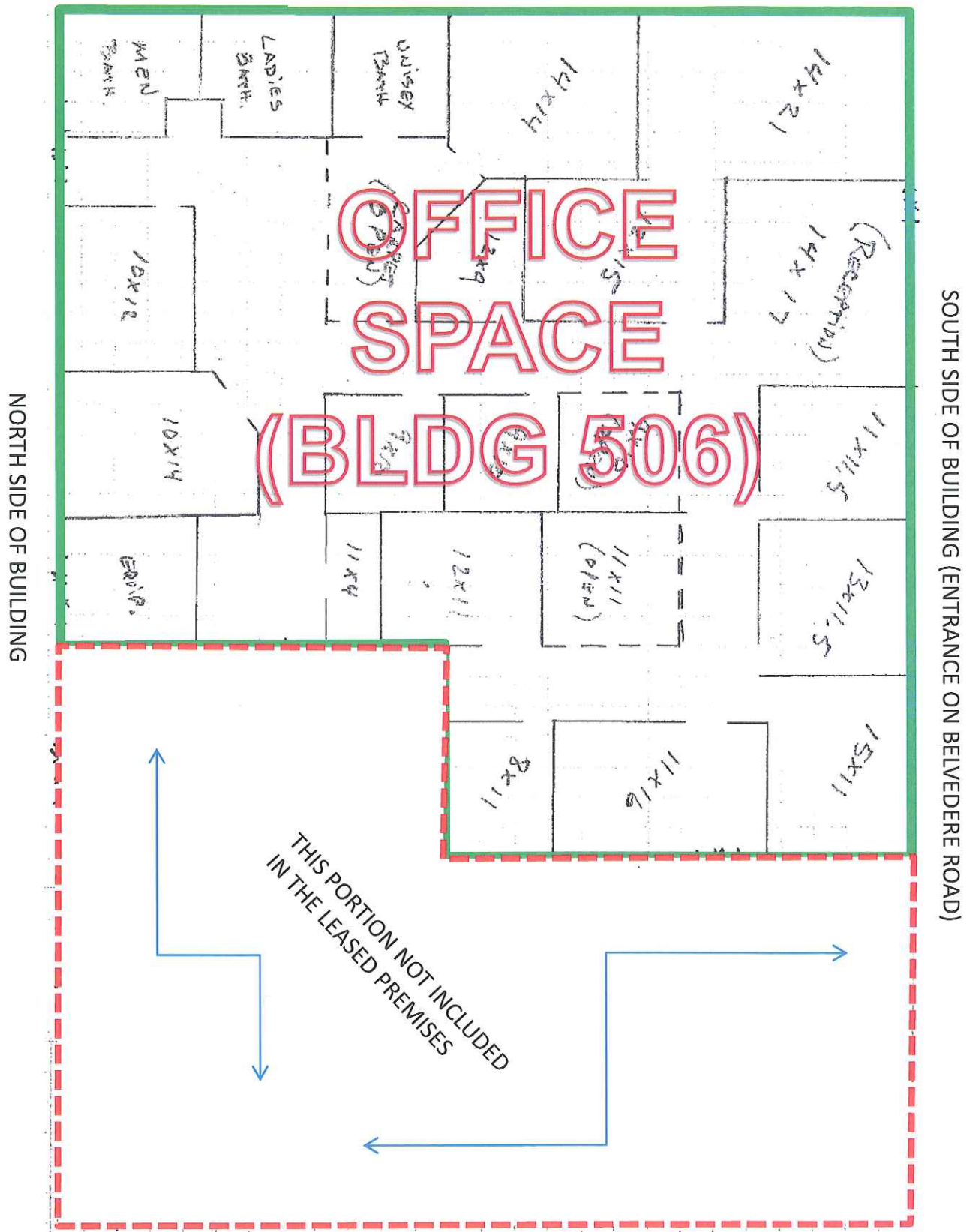
(this portion of Bldg 505 not available for lease)

6th St

5th St

Exhibit "A"
The "Leased Premises"
Page 2 of 2

(REVISED BY
FIRST AMENDMENT)



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 DELTA AVENTURA CONSTRUCTION CORP., a New York corporation (the "LESSEE"), dated February 5, 2013 (R-2013-0136), as amended by that certain First Amendment to Lease Agreement, having an effective date of September 1, 2013 (collectively, the "LEASE AGREEMENT"), hereby consents to LESSEE entering into a Sublease Agreement dated August 1, 2013, with GAS SYSTEMS TECHNOLOGY, INC., (the "SUBLESSEE"), as amended by that certain First Amendment to Sublease Agreement dated August 26, 2013, (collectively, the "SUBLEASE") 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 2nd day of OCTOBER 2013, 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

SUBLEASE AGREEMENT

This Sublease Agreement (hereinafter referred to as "Agreement") is entered into this 1st day of August, 2013 by and between Delta Aventura Construction Corp. (hereinafter referred to as "Sub-Lessor"), and Gas Systems Technology, Inc. (hereinafter referred to as "Sub-Lessee")

RECITALS

WHEREAS, Sub-Lessor controls the premises located at 3323 Belvedere Road, Bldg. 505C & 506, West Palm Beach, FL 33406, which includes a building and parking lot (the "Leased Premises") leased by Sub-lessor from Palm Beach County ("County") pursuant to that certain Lease Agreement between County and Sub-lessor dated February 5, 2013 (R-2013 0136) (the "Lease").

WHEREAS, Sub-Lessee desires to sub-lease space from the Sub-Lessor;

NOW, THEREFORE, in consideration of the mutual premises contained herein and intending to be legally bound hereby, the parties agree as follows:

1. The above recitals are incorporated herein by reference into this paragraph as if set forth at length.

2. Demised Premises. The Demised Premises consists of the office space, warehouse storage and paved parking area depicted in Exhibit "A" attached hereto (the "Demised Premises"), being a portion of the Leased Premises. The sole and exclusive use of the Demised Premises by Sub-Lessee is for office administration, storage of non-hazardous building/construction materials, and vehicles/equipment in connection Sub-Lessee's construction business. Sub-Lessee shall not use or permit to be used the Demised Premises or any part thereof for any purpose or use other than for those stated above, nor for any purpose or use in violation of any law or ordinance or any regulation of any governmental authority or in any manner that will constitute an unreasonable annoyance to the Sub-Lessor, nor for any hazardous purpose. Sub-Lessee shall not introduce into the demised premises, either temporarily or permanently, any unlawful or hazardous substances. Violation of this provision will be deemed a material breach of this Agreement.

3. Incorporation of the Lease by reference. The Lease is incorporated herein by reference, and made a part hereof. This Sublease is subject to all terms and conditions of the Lease.

4. Consideration. In consideration of the obligations of Sub-Lessee to pay rent and also to comply with the other terms and provisions herein, Sub-Lessor hereby subleases to Sub-Lessee, and Sub-Lessee takes from Sub-Lessor, the Demised Premises as referenced above in Paragraph 2.

5. Term. The commencement date of the Agreement is August 1, 2013, and shall continue on a month-to-month basis.

6. Rent. Sub-Lessee agrees to pay rent in the amount of \$3,250.00 dollars per month.

7. Security Deposit. Not Applicable.

8. Right to Terminate. Sub-Lessor or Sub-Lessee is granted the unrestricted and unlimited right to terminate this Agreement for any reason or for no reason by providing thirty (30) days notice by certified mail, return receipt requested or by recognized overnight courier service. If either party terminates this Agreement pursuant to this paragraph, then Sub-Lessee shall vacate the premises by the time that the notification period has expired.

9. General Maintenance. Sub-Lessor is responsible for general maintenance of the Demised Premises.

10. Signage. Not Applicable.

11. Insurance. Sub-Lessee agrees to carry general liability insurance with an amount of coverage of no less than \$1,000,000 per occurrence with such insurance to be in effect during the entire Term and any additional term pursuant to the exercise of an option to renew.

12. Indemnification. Sub-Lessee shall indemnify Sub-Lessor and hold it harmless from any suits, actions, damages, liability and expenses in connection with bodily or personal injury, death or property damage arising from or out of any occurrence in, upon, at or from the Demised Premises or any improvement thereof or the occupancy of use thereof by Sub-Lessee, whether occasioned wholly or in part by any act or omission of the Sub-Lessee, its agents, contractors, employees, servants, invitees, or licensees and regardless of whether the person making the claim was employed by the Sub-Lessee at the time of the event giving rise to the claim and entitled to receive benefits under any workers' compensation law. Notwithstanding anything herein to the contrary, Sub-Lessee shall not indemnify and/or hold Sub-Lessor harmless where such personal or bodily injury, death or property damage was caused by the gross negligence or willful misconduct on the part of the Sub-Lessor, its agents, contractors, employees, servants, invitees, or licensee. Further, Sub-Lessor shall not be liable or responsible to any extent whatsoever for any loss or damage to Sub-Lessee's equipment, fixtures or other personal property, or to any alleged losses to the Sub-Lessee's business, including an alleged loss of revenues or profits.

13. Assignment or Subletting by Sub-Lessee. Sub-Lessee shall not voluntarily, involuntarily or by operation of law assign, transfer, mortgage or otherwise encumber all or any part of its interests in this Agreement or in the demised premises, or sublet the whole or part of any of the demised premises, without first obtaining in each and every instance the prior written consent of the Sub-Lessor, which consent shall be at the uncontrolled discretion of the Sub-Lessor and for any reason or no reason.

14. Assignment by Sub-Lessor. Sub-Lessor is entitled to assign this Agreement to any third party, including a purchaser of the Demised Premises.

15. Successors and Assigns. All rights, obligations and liabilities herein given to or imposed upon the respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors, subtenants, licensees and assigns of said parties.

16. Remedies for Default by Sub-Lessee. If at any time Sub-Lessee fails to remedy any default in the payment of any sum due under this Agreement for five (5) days after notice, or fails to remedy any default with respect to any other provision, covenant or condition of this Agreement within ten (10) days after notice, or if Sub-Lessee abandons the Demised Premises, or if Sub-Lessee willfully ceases to operate its business in the Demised Premises for ten (10) consecutive days, or if Sub-Lessee breaches any obligations under this Agreement which are not cured within ten (10) days, then in any such event Sub-Lessor may at its option and without being limited in its exercise of any other right or remedy do the following:

(a) Sub-Lessor or any person acting under its authority may immediately and without further notice seek recovery of the Demised Premises through summary disposition proceedings and may likewise pursue any other remedies to which it may be entitled as a matter of law.

(b) Sub-Lessor may terminate this Agreement by giving Sub-Lessee written notice of its election to do so as of a specified date not less than ten (10) days after the date of giving such notice, and this Agreement shall then expire on the date so specified and Sub-Lessor shall be entitled to re-enter and regain possession of the Demised Premises as if that date had been originally fixed as the expiration date of the term of this Agreement.

17. Notice. Any notices by either party to the other shall be sent to the following individuals at the following addressed:

Sub-Lessor: Frank DeMeyer
Aventura Construction Corp.
1101 Waverly Avenue
Holtsville, NY 11742

Sub-Lessee: Thomas Gorman
Gas Systems Technology, Inc.
3323 Belvedere Rd., Bldg. 506
West Palm Beach, FL 33406

18. Complete Agreement. This document represents the complete agreement of the parties, and no subsequent oral agreement shall be effective unless it is reduced to writing and signed by both parties.


19. Execution of Agreement. This Agreement may be executed in counterparts, and faxed or emailed copies of signatures are binding as original signatures. Further, the parties represent that the individuals executing this Agreement have authority to do so.

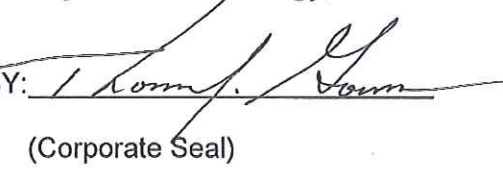
Sub-Lessor

Sub-Lessee

Aventura Construction Corp.

Gas Systems Technology, Inc.

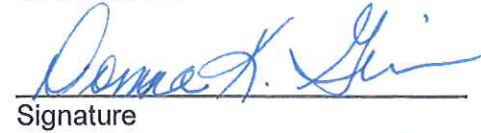
BY: 
(Corporate Seal)

BY: 
(Corporate Seal)

Signed, sealed and delivered in the presence of two witnesses for
Sub-Lessor:

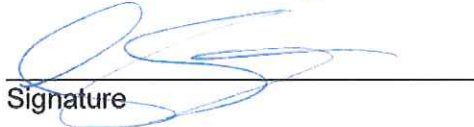
Signed, sealed and delivered in the presence of two witnesses for
Sub-Lessee:


Signature


Signature

Lori L. King
Print Name

Donna K. Corbin
Print Name


Signature


Signature

J.K. Mueck
Print Name

R L MARLER
Print Name

Exhibit "A"
The "Leased Premises"
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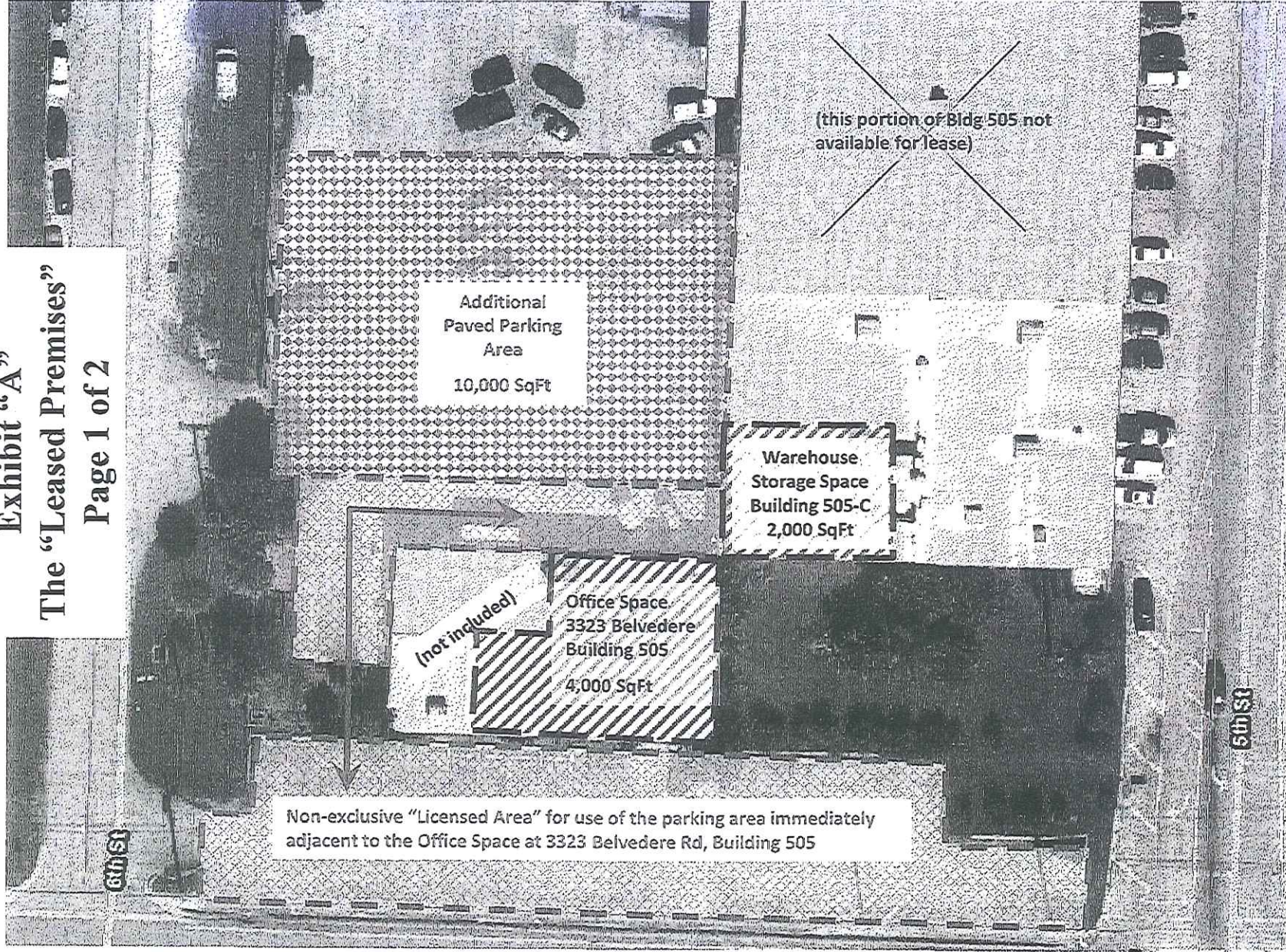
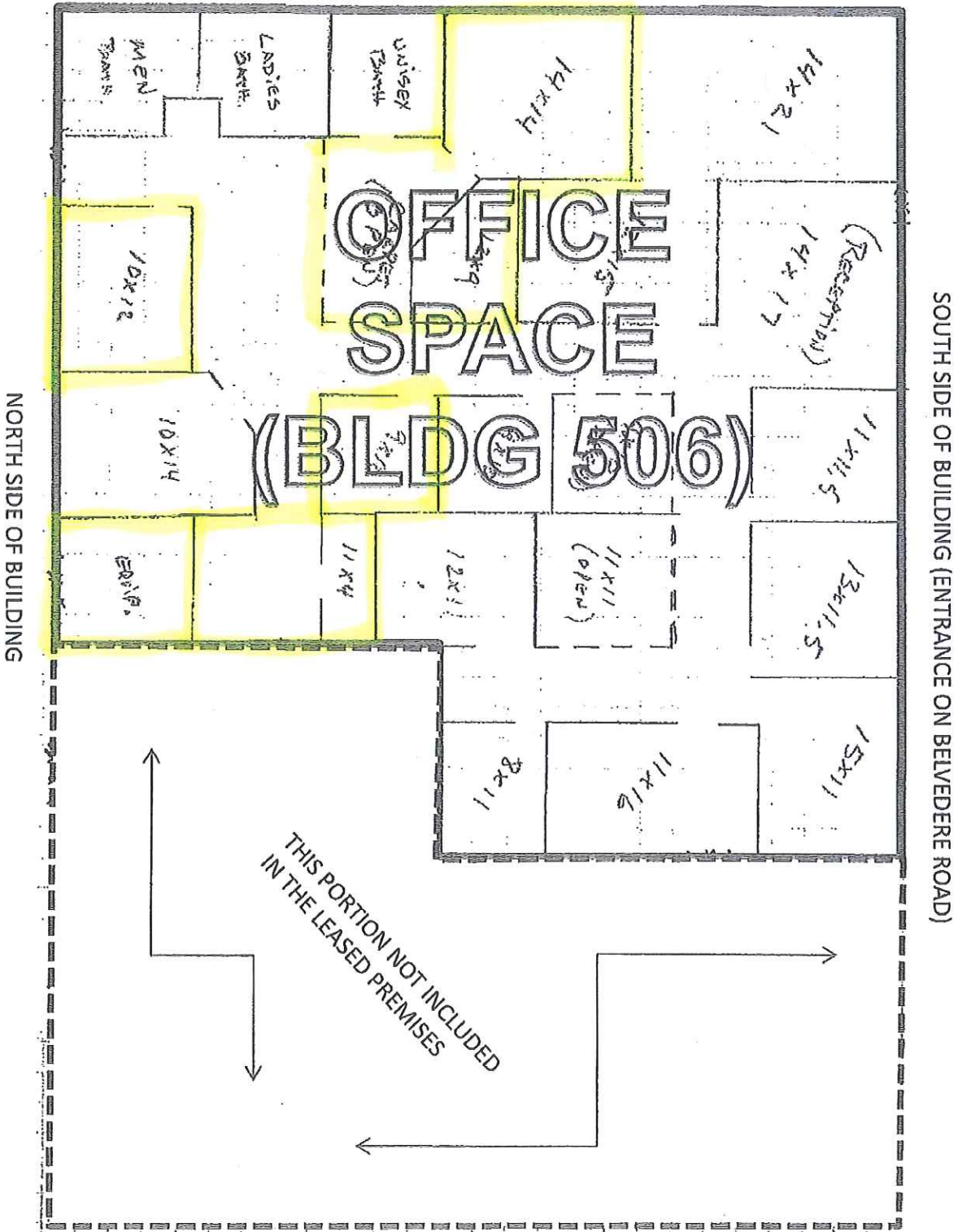


Exhibit "A"
The "Leased Premises"
Page 2 of 2



FIRST AMENDMENT TO SUB-LEASE AGREEMENT

THIS FIRST AMENDMENT TO SUB-LEASE AGREEMENT is made and entered into this 26th day of August, 2013 by and between Delta Aventura Construction Corp. (hereinafter referred to as "Sub-Lessor"), and Gas Systems Technology, Inc. (hereinafter referred to as "Sub-Lessee")

RECITALS

WHEREAS, Sub-Lessor controls the premises located at 3323 Belvedere Road, Bldg. 505C & 506, West Palm Beach, FL 33406, which includes a building and parking lot (the "Leased Premises") leased by Sub-lessor from Palm Beach County ("County") pursuant to that certain Lease Agreement between County and Sub-lessor dated February 5, 2013 (R-2013 0136) (the "Lease").

WHEREAS, the parties hereto desire to amend the Sub-lease in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual premises contained herein and intending to be legally bound hereby, the parties agree as follows:

1. The above recitals are true and correct and incorporated herein by this reference. Terms not defined herein shall have the meaning ascribed to them in the Lease.
2. Exhibit "A" to the Sub-lease ("Demised Premises") is hereby deleted in its entirety and replaced with Exhibit "A" attached hereto.
3. Section 6 of the Sub-lease ("Rent") is hereby deleted in its entirety and replaced with the following Section 6:


<u>Monthly Rent</u>	
Base Monthly Rent	\$3,000.00
Half Share of Weekly Cleaning	250.00
25% of Monthly Utility Invoice	Will Vary
Half Share of Additional Paved Parking	94.21

4. Ratification of Agreement. Except as specifically modified herein, all of the terms and conditions of the Sub-lease shall remain unmodified and in full force and effect and are hereby ratified and confirmed by the parties hereto.

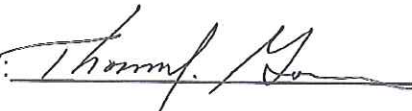
5. Paragraph Headings. The heading of the various sections of this First Amendment are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this First Amendment or the Sub-lease.

6. Effective Date: This First Amendment shall become effective September 1, 2013.

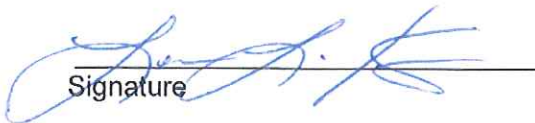
Sub-Lessor
Aventura Construction Corp.

BY: 
(Corporate Seal)

Sub-Lessee
Gas Systems Technology, Inc.

BY: 
(Corporate Seal)

Signed, sealed and delivered in the presence of two witnesses for
Sub-Lessor:



Signature

Lori L. King
Print Name



Signature

G. K. Misnik
Print Name

Signed, sealed and delivered in the presence of two witnesses for
Sub-Lessee:


Signature

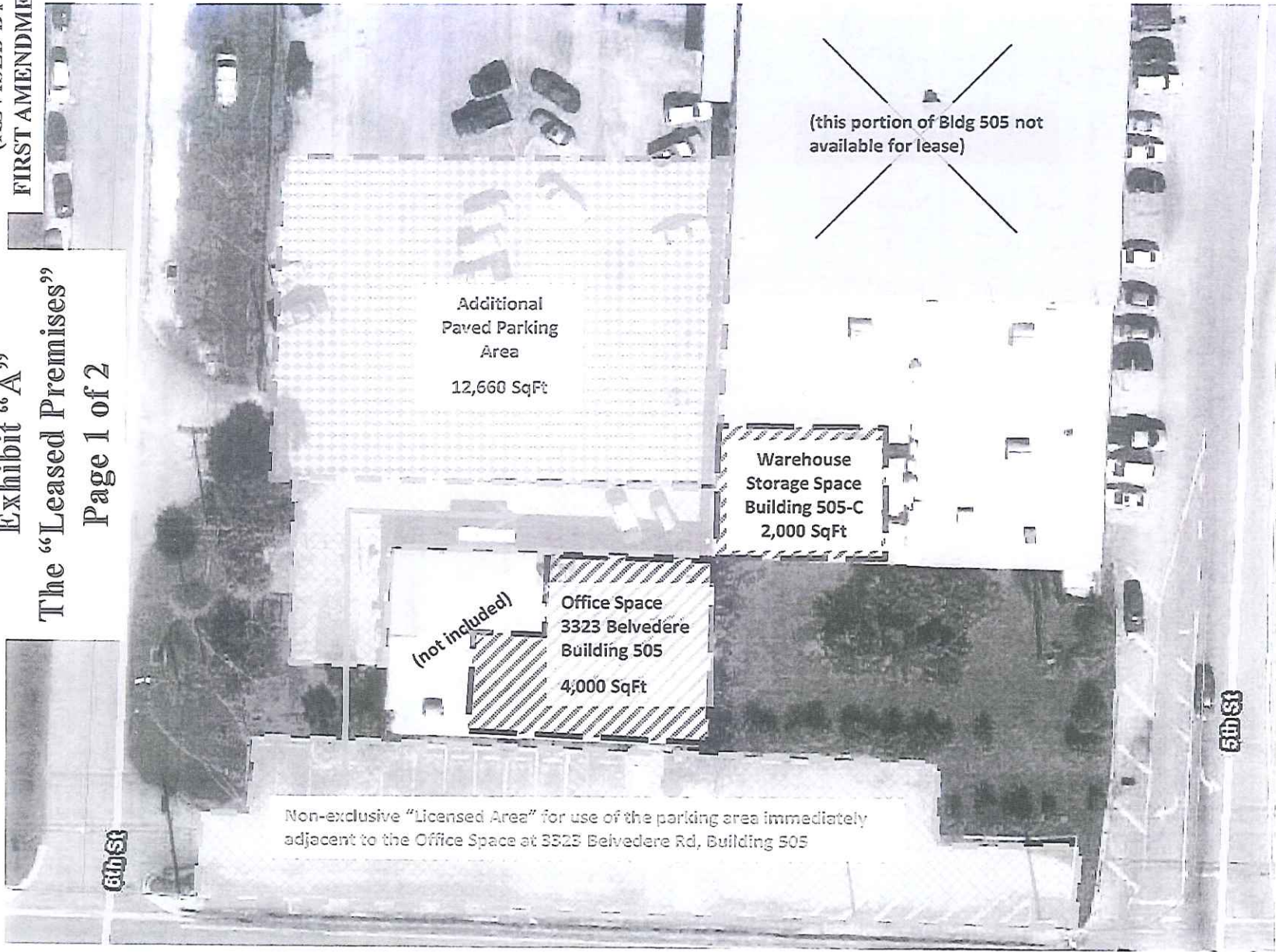
DONNA K. GERIN
Print Name


Signature

RL MARLER
Print Name

(REVISED BY
FIRST AMENDMENT)

Exhibit "A"
The "Leased Premises"
Page 1 of 2



Additional
Paved Parking
Area
12,660 SqFt

(this portion of Bldg 505 not
available for lease)

Warehouse
Storage Space
Building 505-C
2,000 SqFt

(not included)
Office Space
3323 Belvedere
Building 505
4,000 SqFt

Non-exclusive "Licensed Area" for use of the parking area immediately
adjacent to the Office Space at 3323 Belvedere Rd, Building 505

6th St

5th St

Exhibit "A"
The "Leased Premises"
Page 2 of 2

(REVISED BY
FIRST AMENDMENT)

