

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	_____	_____	_____	_____	_____
Operating Revenues	(0)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	* See below	_____	_____	_____	_____
# 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 Second Amendment provides the lease of an additional 3,521 square feet of space, for which Gate Gourmet will pay an additional \$2,500 per month. Although the Lease has been in effect since 2010, the lease is month-to-month, and therefore long-term continuation of rental is not assured.

C. Departmental Fiscal Review: CM Sumner

III. REVIEW COMMENTS

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

[Signature]
 OFMB
 12/19

[Signature]
 Contract Dev. and Control
 12-23-13

B. Legal Sufficiency:

[Signature] 1/2/14
 Assistant County Attorney

C. Other Department Review:

 Department Director

1880 Campus Commons Drive
 Suite 200
 Reston, VA 20191

VENDOR NAME: PALM BEACH CO. DEPT. OF AIRPORTS
 ACCT W/ VENDOR: VENDOR NO: 103772
 DOC NO: 6000021506 CHECK NO. 144731

COMPANY	VENDOR INVOICE NO.	DOCUMENT DATE	REFERENCE	AMOUNT
2139	7500.00	12/13/2013	additional security	7,500.00
				7,500.00



CN279918

AP CHECK NUMBER
 144731

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

1880 Campus Commons Drive
 Suite 200
 Reston, VA 20191

62-20
 311

NOT VALID 90 DAYS FROM
 DATE 12/16/2013
 MM/DD/YYYY

PAY *****7,500.00* USD

Gate Gourmet, Inc.

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

Citibank, N.A.
 One Penn's Way
 New Castle DE 19720

⑈ 144731 ⑈ ⑆ 0311002091 ⑆ 38863709 ⑈

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

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

1. That Alejandra Montenegro Almonte is the Assistant Secretary of Gate Gourmet Inc., a corporation organized and existing in good standing under the laws of the State of Delaware, hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as of the 13th day of December 2013, in accordance with the laws of the State of Delaware, the Articles of Incorporation and the By-laws of the Corporation:

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

FURTHER RESOLVED, that Doug Goeke, President of the Corporation, and Steve Rudd, Treasurer of the Corporation, are 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 13th day of December, 2013.



[Signature]

Alejandra M. Almonte, Assistant Secretary

Gate Gourmet, Inc.

Corporate Seal



FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS



Detail by Entity Name

Foreign Profit Corporation

GATE GOURMET, INC.

Filing Information

Document Number	P04311
FEI/EIN Number	363333786
Date Filed	12/11/1984
State	DE
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	02/11/2010
Event Effective Date	NONE

Principal Address

1880 CAMPUS COMMONS
Suite 200
RESTON, VA 20190

Changed: 04/24/2013

Mailing Address

1880 CAMPUS COMMONS
Suite 200
RESTON, VA 20190

Changed: 04/24/2013

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 10/22/2010

Address Changed: 10/22/2010

Officer/Director Detail

Name & Address

Title PD

GOEKE, DOUG
1880 CAMPUS COMMONS
RESTON, VA 20190

Title VP, Asst. Treasurer, Director

HARGETT, MIKE
1880 CAMPUS COMMONS
Suite 200
RESTON, VA 20190

Title Director, Treasurer

RUDD, STEVEN
1880 CAMPUS COMMONS
Suite 200
RESTON, VA 20190

Title Secretary

BROWN, KRISTIN
1880 CAMPUS COMMONS
Suite 200
RESTON, VA 20190

Annual Reports

Report Year	Filed Date
2011	04/15/2011
2012	04/25/2012
2013	04/24/2013

Document Images

04/24/2013 -- ANNUAL REPORT	View image in PDF format
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04/15/2011 -- ANNUAL REPORT	View image in PDF format
10/22/2010 -- Reg. Agent Change	View image in PDF format
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04/21/2006 -- ANNUAL REPORT	View image in PDF format

02/11/2005 -- ANNUAL REPORT	View image in PDF format
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05/13/2002 -- ANNUAL REPORT	View image in PDF format
03/14/2001 -- ANNUAL REPORT	View image in PDF format
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State of Florida, Department of State

2013 FOREIGN PROFIT CORPORATION ANNUAL REPORT

**FILED
Apr 24, 2013
Secretary of State**

DOCUMENT# P04311

Entity Name: GATE GOURMET, INC.

Current Principal Place of Business:

1880 CAMPUS COMMONS
SUITE 200
RESTON, VA 20190

Current Mailing Address:

1880 CAMPUS COMMONS
SUITE 200
RESTON, VA 20190 US

FEI Number: 36-3333786

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525 US

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

Officer/Director Detail Detail :

Title PD
Name GOEKE, DOUG
Address 1880 CAMPUS COMMONS
City-State-Zip: RESTON VA 20190

Title VP, ASST. TREASURER, DIRECTOR
Name HARGETT, MIKE
Address 1880 CAMPUS COMMONS
SUITE 200
City-State-Zip: RESTON VA 20190

Title DIRECTOR, TREASURER
Name RUDD, STEVEN
Address 1880 CAMPUS COMMONS
SUITE 200
City-State-Zip: RESTON VA 20190

Title SECRETARY
Name BROWN, KRISTIN
Address 1880 CAMPUS COMMONS
SUITE 200
City-State-Zip: RESTON VA 20190

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: KRISTIN BROWN

SECRETARY

04/24/2013

Electronic Signature of Signing Officer/Director Detail

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/25/2013

Page 1 of 1

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 Willis of Arizona, Inc. c/o 26 Century Blvd. P.O. Box 305191 Nashville, TN 37230	CONTACT NAME: PHONE (A/C. NO. EXT): 877-945-7378 FAX (A/C. NO.): 888-467-2378	
	E-MAIL ADDRESS: certificates@willis.com	
INSURED Gate Gourmet, Inc. 1880 Campus Commons Drive Suite 200 Reston, VA 20191	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers Property Casualty Company of Am	NAIC# 25674-003
	INSURER B: Travelers Indemnity Company	25658-003
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER: 19535324

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	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y		TC2JCAP1762B056TIL13	4/1/2013	4/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			TC2JUB1762B07A13	4/1/2013	4/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER	
B		N/A		TRKUB1762B06813	4/1/2013	4/1/2014	E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

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

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

CERTIFICATE HOLDER**CANCELLATION**

Palm Beach County Department of Airports Attn: Steven Falzone, Asst Airport Properties 846 Palm Beach International Airport West Palm Beach, FL 33460-1470	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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Coll:4045882 Tpl:1612529 Cert:19535324 © 1988-2010 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
10/02/2013

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.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

PRODUCER Aon Risk Services Northeast, Inc. Boston MA Office One Federal Street Boston MA 02110 USA	CONTACT NAME:		
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105	
E-MAIL ADDRESS:			
PRODUCER CUSTOMER ID #: 570000037024			
INSURED Gate Gourmet, Inc. 1880 Campus Commons Drive Suite 200 Reston VA 20191 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Insurance Co of the State of PA		19429
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 570051593418 REVISION NUMBER:

LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Rental of space.

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.

CERTIFICATE NUMBER: 570051593418

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS	
A	<input checked="" type="checkbox"/> PROPERTY	7532351 Property	10/01/2013	06/30/2014	<input type="checkbox"/> BUILDING		
	CAUSES OF LOSS				DEDUCTIBLES	<input type="checkbox"/> PERSONAL PROPERTY	
	<input type="checkbox"/> BASIC				<input type="checkbox"/> BUILDING	<input type="checkbox"/> BUSINESS INCOME w/o Extra Expense	
	<input type="checkbox"/> BROAD				<input type="checkbox"/> CONTENTS	<input type="checkbox"/> EXTRA EXPENSE	
	<input checked="" type="checkbox"/> SPECIAL					<input type="checkbox"/> RENTAL VALUE	
	<input checked="" type="checkbox"/> EARTHQUAKE					<input type="checkbox"/> BLANKET BUILDING	
	<input type="checkbox"/> WIND					<input type="checkbox"/> BLANKET PERS PROP	
	<input checked="" type="checkbox"/> FLOOD					<input checked="" type="checkbox"/> BLANKET BLDG & PP	\$1,000,000
	<input type="checkbox"/> Blkt B&PP Ded					<input checked="" type="checkbox"/> Earthquake - per Occ	Included
	<input type="checkbox"/>					<input checked="" type="checkbox"/> Earthquake - Aggrega	Included
<input type="checkbox"/>	INLAND MARINE	TYPE OF POLICY					
<input type="checkbox"/>	CAUSES OF LOSS	POLICY NUMBER					
<input type="checkbox"/>	NAMED PERILS						
<input type="checkbox"/>	CRIME						
<input type="checkbox"/>	TYPE OF POLICY						
<input type="checkbox"/>	BOILER & MACHINERY / EQUIPMENT BREAKDOWN						

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County Department of Airports Attn: Ray Walter-Director of Properties 846 Palm Beach International Airport West Palm Beach FL 33406 USA RECEIVED 10/2/2013 2:26 PM	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 <i>Aon Risk Services Northeast, Inc.</i>

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AGENCY CUSTOMER ID: 570000037024

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Gate Gourmet, Inc.	
POLICY NUMBER See Certificate Number: 570051593418		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570051593418	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 24 FORM TITLE: Certificate of Property Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	PROPERTY	7532351 Property	10/01/2013	06/30/2014	Flood - per Flood - Aggregate	Included Included



AGENCY CUSTOMER ID: 570000037024

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Gate Gourmet, Inc.	
POLICY NUMBER See Certificate Number: 570051593418		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570051593418	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 24 FORM TITLE: Certificate of Property Insurance

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY

SPECIAL CONDITIONS / OTHER COVERAGES

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

**SECOND AMENDMENT TO SHORT-TERM LEASE AGREEMENT
PALM BEACH INTERNATIONAL AIRPORT**

THIS SECOND AMENDMENT TO SHORT-TERM LEASE AGREEMENT (this "Second Amendment") is made and entered into _____, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and Gate Gourmet, Inc., a Delaware corporation, having an office and place of business at 1880 Campus Commons Drive, Suite 200, Reston, VA 20191 ("Tenant").

WITNESSETH:

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

WHEREAS, pursuant to that certain Short-Term Lease Agreement between County and Tenant, dated December 7, 2010 (R2010-1982), as amended by that certain First Amendment to Short-Term Lease Agreement, dated February 1, 2011 (R2011-0105) (the "Lease"), Tenant leases space at the Airport; 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 of the mutual covenants herein contained, and other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions:

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. Exhibit "A" and Exhibit "B" to the Lease. Exhibit "A" and Exhibit "B" to the Lease are hereby replaced with Exhibit "A" and Exhibit "B" attached hereto.
3. Article 2 of the Lease. Article 2 of the Lease (Definitions) is hereby amended to add the following Sections 2.29 and 2.30:
 - 2.29 "Base Area" has the meaning set forth in Section 4.01(A) of the Lease.
 - 2.30 "Expansion Area" has the meaning set forth in Section 4.01(B) of the Lease.
4. Modification of Section 4.01. Section 4.01 of the Lease (Description of Premises and Specific Privileges, Uses and Rights) is hereby deleted in its entirety and replaced with the following:

4.01 Description of Premises and Specific Privileges, Uses and Rights. Subject to the terms, conditions and covenants set forth herein, County hereby demises and leases to Tenant, and Tenant rents from County the following interior space areas within Building 1169, referred to as "Building 1169 – Unit C", as more particularly depicted in the attached Exhibit "A" (the "Assigned Building Premises") for office administration, shipping, receiving, storage and related activities in support of Tenant's airline catering operations:

- A. Approximately Three Thousand Two Hundred Seventy-Eight (3,278) square feet, referred to as the "Base Area".
- B. Approximately Three Thousand Five Hundred Twenty-One (3,521) square feet, referred to as the "Expansion Area".

5. Modification of Section 5.01. Section 5.01 of the Lease (Rental) is hereby deleted in its entirety and replaced with the following:

5.01 Rental. Tenant shall pay to County for use of the Assigned Building Premises the following initial rental amounts:

- A. For the Base Area, Three Thousand One Hundred Dollars (\$3,100.00) per month, plus any applicable taxes.
- B. For the Expansion Area, Two Thousand Five Hundred Dollars (\$2,500.00) per month, plus any applicable taxes.

6. Article 6 of the Lease. Article 6 of the Lease (Construction of Improvements) is hereby amended to add the following Section 6.05:

6.05 Tenant Construction of Improvements for the Expansion Area. No later than June 1, 2014, Tenant, at Tenant's sole cost and expense, shall complete the construction of a doorframe and exit door at the south end of the Expansion Area. Tenant expressly acknowledges that County makes no representation concerning the operation of the existing overhead entry doorway from the loading dock to the Expansion Area, and Tenant expressly assumes all risk, including the duty to complete any necessary door repairs, at Tenant's sole cost and expense.

7. Section 16.04 of the Lease. Section 16.04 of the Lease (Termination by Tenant) is hereby deleted in its entirety and replaced with the following:

16.04 Termination by Tenant.

- A. Tenant may terminate this entire Lease for convenience, provided Tenant is not in default of this Lease (including, but not limited to, its payments to County hereunder), by giving County fifteen (15)

business days advance written notice, 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 Lease.

- B. Tenant may terminate the provisions of this Lease applicable to the Expansion Area, provided Tenant is not in default of this Lease (including, but not limited to, its payments to County hereunder), by giving County fifteen (15) business days advance written notice. In such case, the Tenant's rights to use and occupy the Expansion Area, and the obligation to pay rental for the Expansion Area, shall cease and terminate upon the date specified in Tenant's written notice, provided Tenant has completed any restoration of the Expansion Area necessary to isolate the Expansion Area from the Base Area, 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 such termination.

8. Inspector General. Section 5.10 of the Lease is hereby deleted in its entirety and replaced with the following:

5.10 Inspector General. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of Tenant, 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 interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

9. No Third Party Beneficiaries. Article 28 of the Lease is hereby amended to add the following Section 28.25:

28.25 No Third Party Beneficiaries. No provision of this Lease is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Lease, including but not limited to any citizen or employees of County and/or Tenant.

10. 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.

11. Conflict. In the event of a conflict between any provision of this Second Amendment and the provisions of the Lease, or any other amendment thereto, the provisions of this Second Amendment shall control.

12. Incorporation by Reference. Exhibits and terms referenced herein shall be deemed to be incorporated in this Second Amendment by such reference.

13. Paragraph Headings. The heading of the various sections of this Second 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 Second Amendment or the Lease.

14. Effective Date. This Second Amendment shall become effective upon approval by the Palm Beach County Board of County Commissioners.

(Remainder of page left blank intentionally)

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

ATTEST:

SHARON R. BOCK,
CLERK AND COMPTROLLER

By: _____
Deputy Clerk

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

By: _____
Priscilla A. Taylor, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Director, Department of Airports

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

Signature
Wayne Henderson
Print Name

Signature
Curtis M. Vaughn
Print Name

GATE GOURMET, INC.
a Delaware Corporation

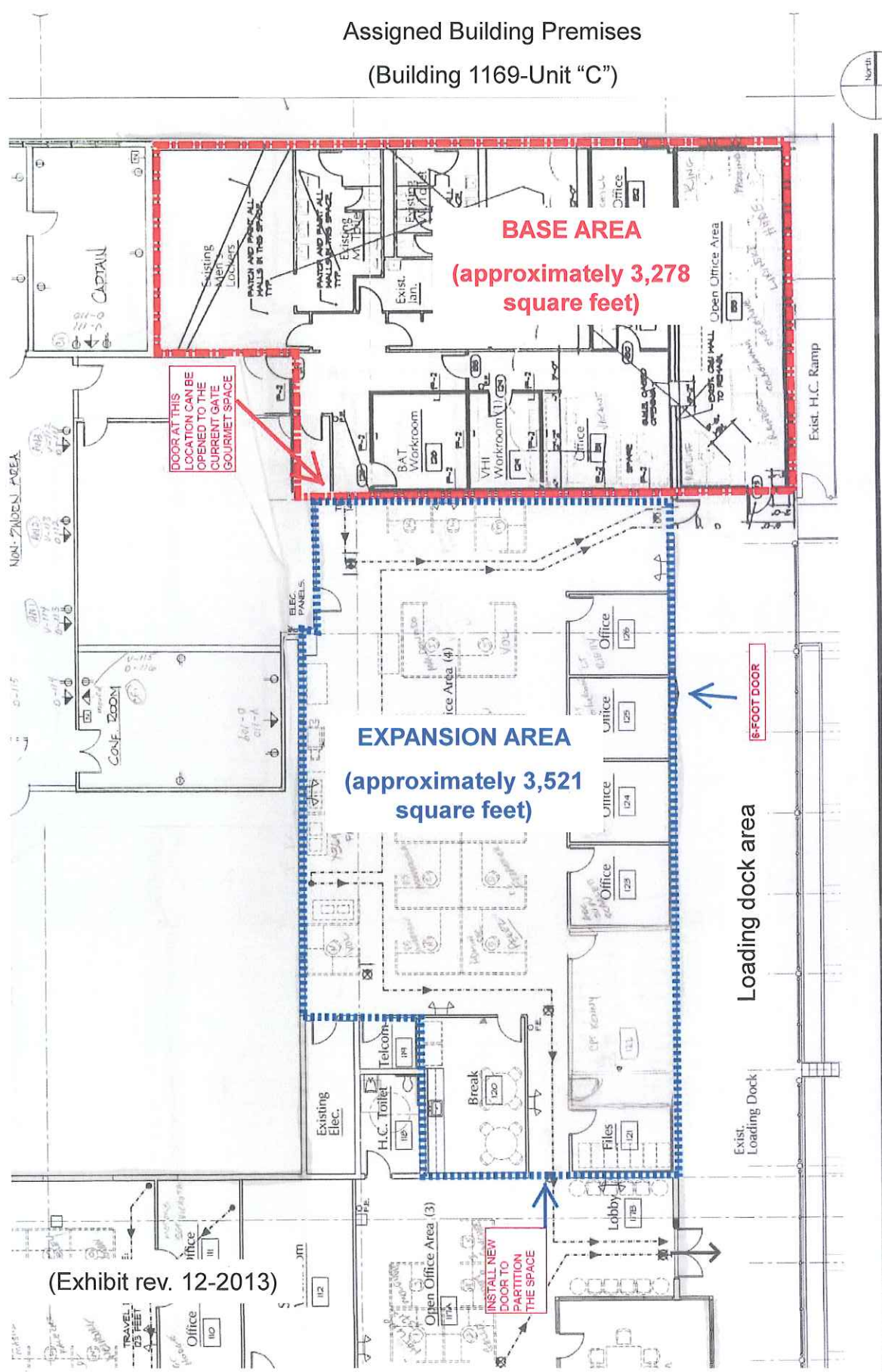
By: _____
Signature
Doug Grotke
Print Name
President
Title

(Seal)

By: _____
Signature
Susan Ryan
Print Name
TREASURER
Title

(Seal)

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



(Exhibit rev. 12-2013)

EXHIBIT "B"
"Licensed Areas"

