

AGENDA ITEM SUMMARY

Submitted For: Department of Airports

1. Tenth Amendment (3)

8/24/14
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures					
Operating Costs					
Operating Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	* See below				
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes X No
Budget Account No: Fund 4100 Department 120 Unit 8430 Rsource 4461
Reporting Category

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

✶ This Amendment does not provide for a fixed increase to the Minimum Annual Guarantee. Additional revenues to the County will be based on sales of food and beverages from the new location and cannot be estimated at this time.

C. Departmental Fiscal Review: OM Sullivan

III. REVIEW COMMENTS

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

Susan Neary 8/19/14
B/D AM OFMB
8/15 8/19

Dr. J. Jacobson 8/20/14
Contract Dev. and Control

B. Legal Sufficiency:

Anne Delgado 8/22/14
Assistant County Attorney

C. Other Department Review:

Department Director

TENTH AMENDMENT TO THE LEASE AND CONCESSION AGREEMENT
BETWEEN PALM BEACH COUNTY AND HOST INTERNATIONAL, INC.

THIS TENTH AMENDMENT TO THE LEASE AND CONCESSION AGREEMENT (this "Amendment") is made and entered into this _____ day of _____, 2014, by and between Palm Beach County, a political subdivision of the State of Florida ("COUNTY"), and Host International, Inc., a corporation organized under the laws of the State of Delaware, authorized to do business in the State of Florida, and having its office and principal place of business at 6905 Rockledge Drive, Bethesda, MD 20817 ("CONCESSIONAIRE").

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, CONCESSIONAIRE, under that certain Lease and Concession Agreement between the parties dated August 18, 1998 (R-98-1293D), as amended (the "Agreement"), operates the food and beverage concession at the Airport; and

WHEREAS, CONCESSIONAIRE is obligated to make an additional capital investment in the construction of improvements at the Airport on or before September 30, 2015 pursuant to the Agreement; and

WHEREAS, CONCESSIONAIRE has elected to construct a new bar concept in Concourse C; and

WHEREAS, COUNTY desires CONCESSIONAIRE reduce the number of deliveries transported through the public areas of Concourse C by granting CONCESSIONAIRE a license to use an additional storage area; and

WHEREAS, the parties hereto desire to amend the Agreement 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 Agreement.
- 2. **Replacement of Exhibit "A".** Exhibit "A" to the Agreement is hereby amended to delete Exhibit "A" to the Agreement in its entirety and to replace it with Exhibit "A" to this Amendment.
- 3. **New Concepts.** Article 4.01(B)(1) of the Agreement is hereby amended to add the following facilities:

Facility Type	Facility Name	Percentage Payment
Fast Food	BLU2O Bar	10.1 %

- 4. **Non-Discrimination.** Section 22.01, Non-discrimination, of the Agreement is hereby deleted and replaced with the following:

22.01 Non-Discrimination. CONCESSIONAIRE 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 of race, sex, color, religion, creed, ancestry, national

origin, disability, familial status, sexual orientation, age, marital status, gender identity or expression, or genetic information shall be excluded from participation in or denied the use of the Assigned Premises, (b) that in the construction of any improvements on, over, or under such Assigned Premises 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, gender identity or expression, or genetic information shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (c) that CONCESSIONAIRE shall use the Assigned Premises 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 Assigned Premises and the facilities thereon, 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.

5. Article XXV, Miscellaneous, is hereby amended to add the following:

25.21 **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 CONCESSIONAIRE, 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.

25.22 **No Third Party Beneficiaries.** No provision of this Agreement 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 Agreement, including but not limited to any citizen or employees of COUNTY and/or CONCESSIONAIRE.

6. **Revocable License.** COUNTY hereby grants CONCESSIONAIRE a revocable license to use approximately 1,400 square feet of space within the area more particularly identified in Exhibit "B" to this Amendment for storage purposes in connection with the concession operated by CONCESSIONAIRE pursuant to the Agreement, which license may be terminated by either party upon ninety (90) days prior written notice to the other party. CONCESSIONAIRE agrees to cause the aforementioned storage space to be subdivided at CONCESSIONAIRE's sole cost and expense in accordance with plans and specifications approved by the Department. CONCESSIONAIRE acknowledges and agrees that the costs incurred by CONCESSIONAIRE to improve the aforementioned storage space shall not be eligible to be counted toward satisfaction of CONCESSIONAIRE's additional investment requirements as set forth in Section 6.05 of the Agreement. COUNTY shall have no obligation whatsoever to reimburse CONCESSIONAIRE for any costs associated with the construction of improvements to the storage space or for any relocation costs in the event the license granted by this Amendment is terminated. COUNTY may require CONCESSIONAIRE to remove any and all improvements to the aforementioned storage space upon termination of CONCESSIONAIRE's license, which shall be completed within sixty (60) days of the date of termination by COUNTY. CONCESSIONAIRE acknowledges that it is COUNTY's goal to reduce the use of the security bypass on Concourse C for deliveries to the

maximum extent feasible and agrees to use the aforementioned storage space in furtherance of the COUNTY's goal.

7. **Deletion of Inspector General Language.** Section 11 of the Ninth Amendment to the Agreement (R-2011-2000) is hereby deleted in its entirety.

8. **Construction.** CONCESSIONAIRE shall cause construction of the BLU2O Bar to be completed in accordance with the plans, specifications and schedule approved by the Department, and shall be open for business within ten (10) days of issuance of the certificate of occupancy.

9. **Minimum Annual Guarantee.** Nothing in this Amendment shall be construed as resulting in an immediate increase in the Minimum Annual Guarantee; provided, however, the CONCESSIONAIRE acknowledges that the Minimum Annual Guarantee shall be subject to adjustment as provided in Section 4.01(B)(2) of the Agreement, which shall include Gross Revenues generated from the sale of food and beverages from the BLU2O Bar.

10. **Ratification of Agreement.** Except as specifically modified herein, all of the terms and conditions of the Agreement 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 Amendment and the provisions of the Agreement, or any other amendment thereto, the provisions of this Amendment shall control.

12. **Incorporation by Reference.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Amendment by such reference.

13. **Paragraph Headings.** The heading of the various sections of this 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 Amendment or the Agreement.

14. **Effective Date.** This Amendment shall be considered effective when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

{Remainder of page intentionally left blank.}

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

ATTEST:
Sharon R. Bock, Clerk and Controller

By: _____
Deputy Clerk

(SEAL)

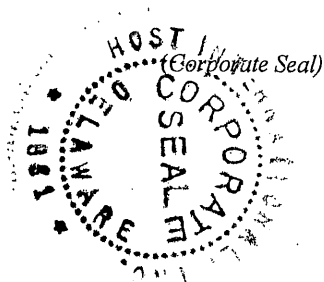
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
County Attorney

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

Signature _____
Philip Fletcher
Name (type or print)

Signature _____
A. DAWSON
Name (type or print)



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 TERMS
AND CONDITIONS

By: _____
Director - Department of Airports

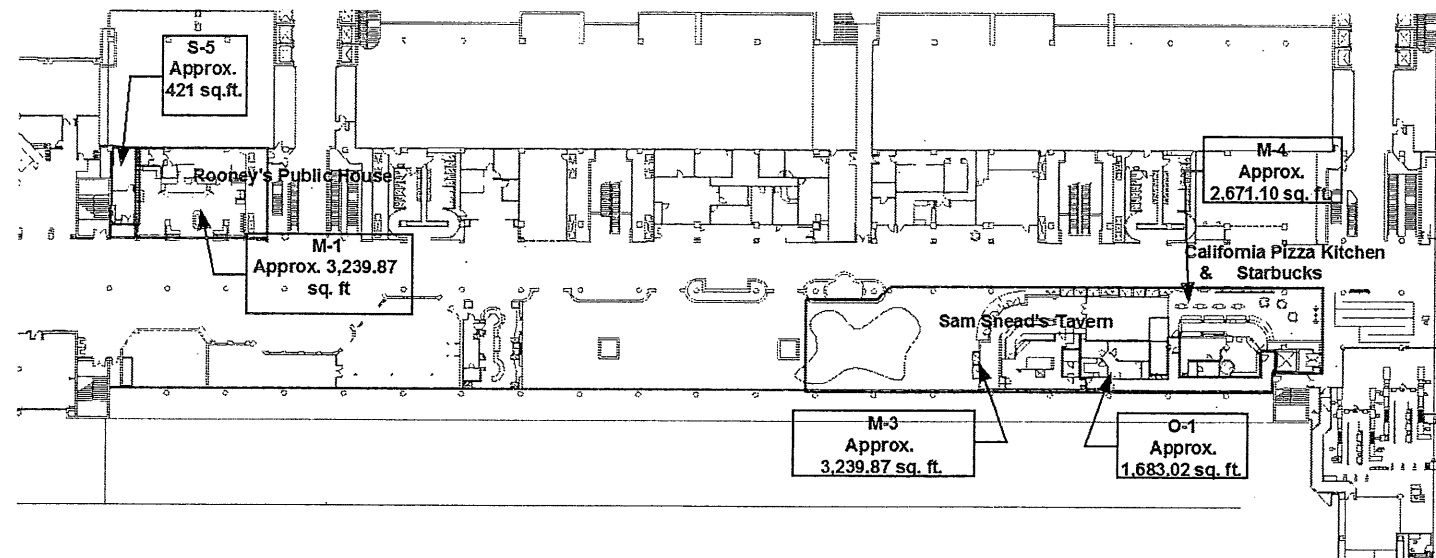
CONCESSIONAIRE:
Host International, Inc., a Delaware
Corporation

By: _____

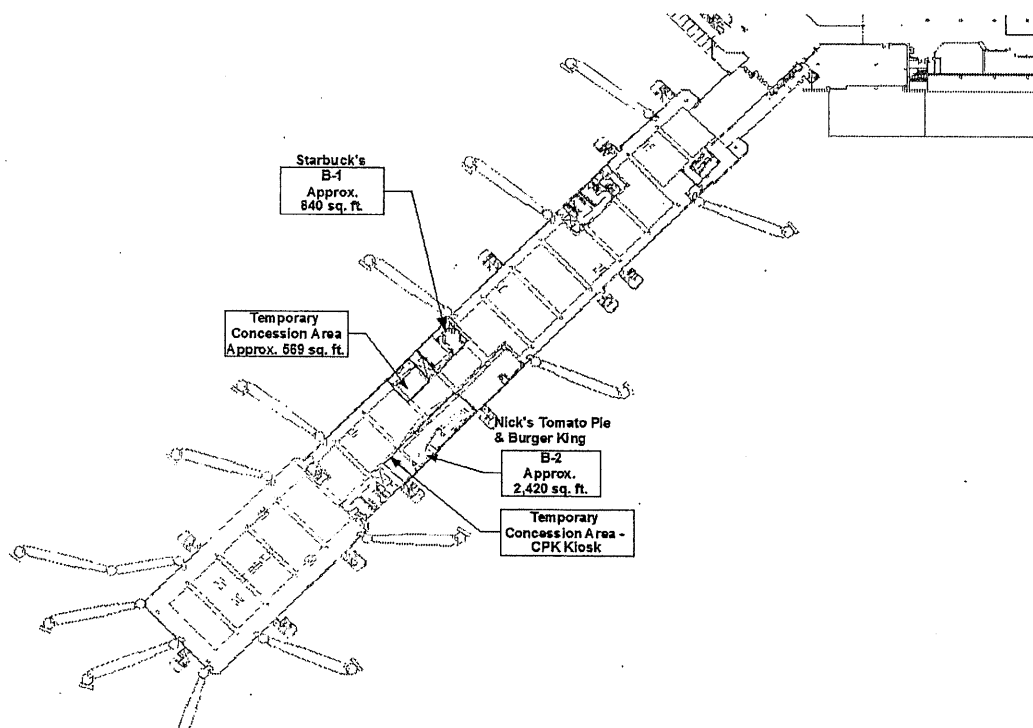
RICHARD KUNKLE
Name (type or print) Authorized Signatory

Title _____

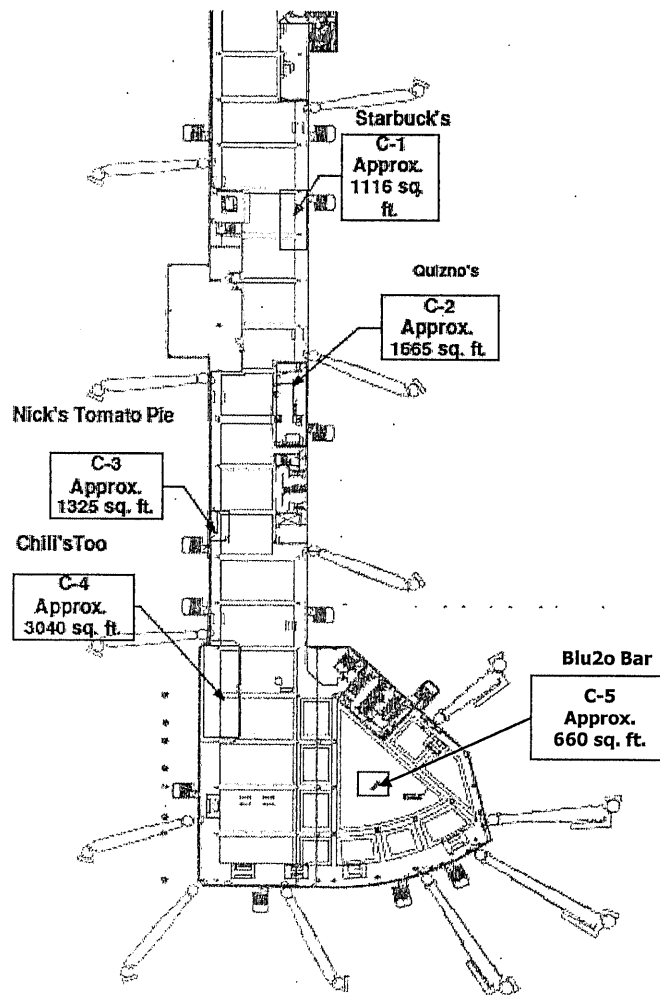
Host International, Inc.
Exhibit "A"
Palm Beach International Airport Terminal
Main Terminal – 2nd Level
Concession, Storage & Office Areas



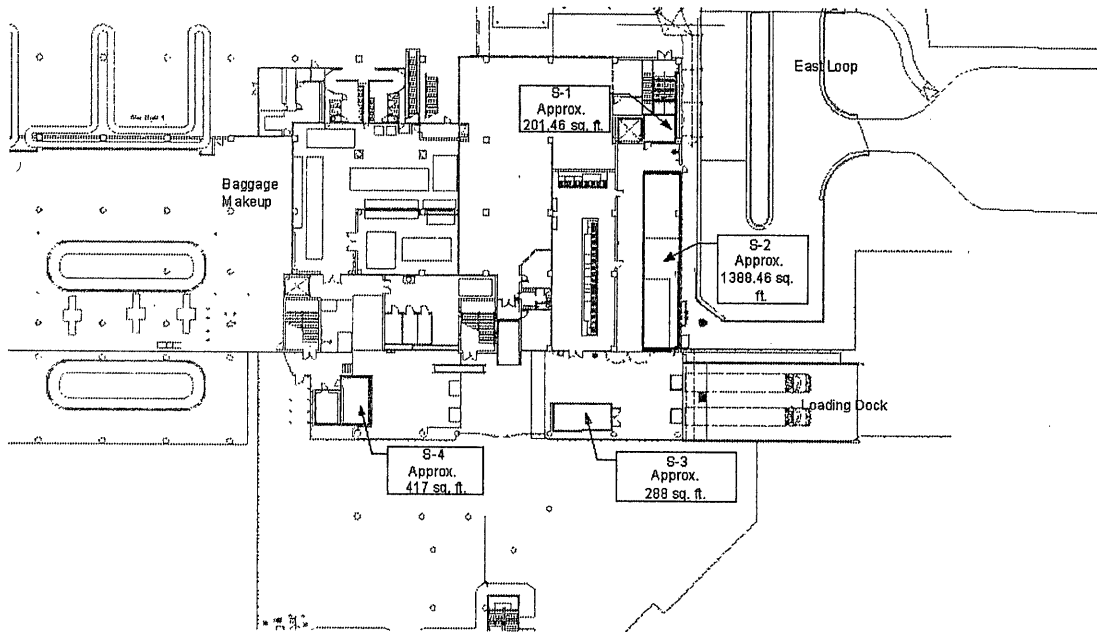
Host International, Inc.
Exhibit "A"
Palm Beach International Airport Terminal
Concourse B - 2nd Level
Concession Areas



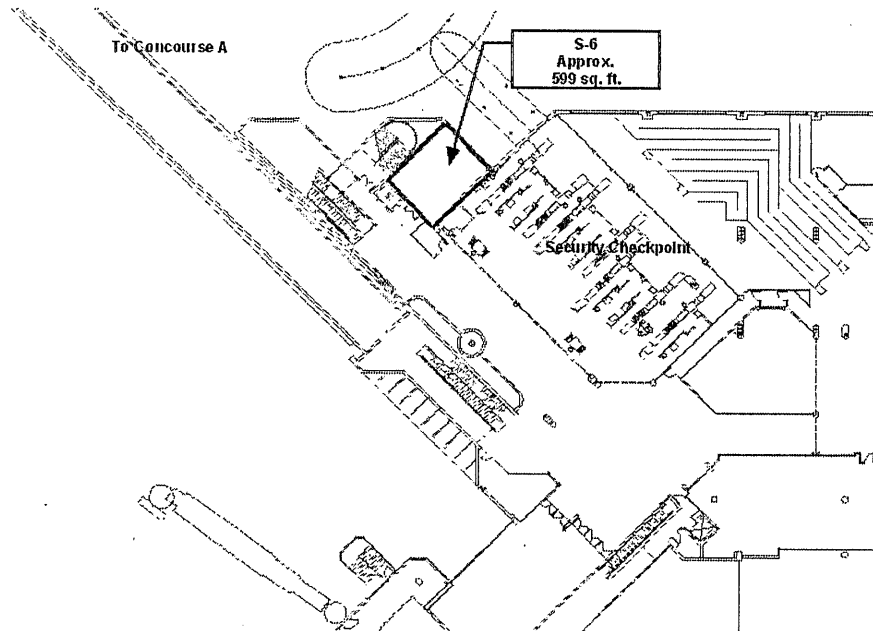
Host International, Inc.
Exhibit "A"
Palm Beach International Airport Terminal
Concourse C - 2nd Level
Concession Areas



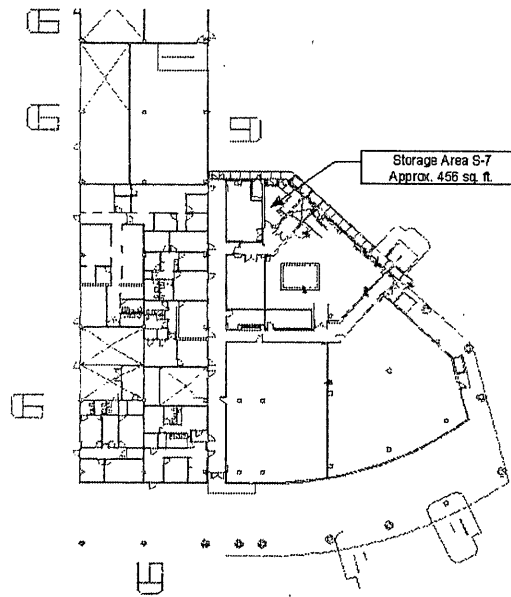
Host International, Inc.
Exhibit "A"
Palm Beach International Airport Terminal
Main Terminal - 1st Level (East)
Storage Areas



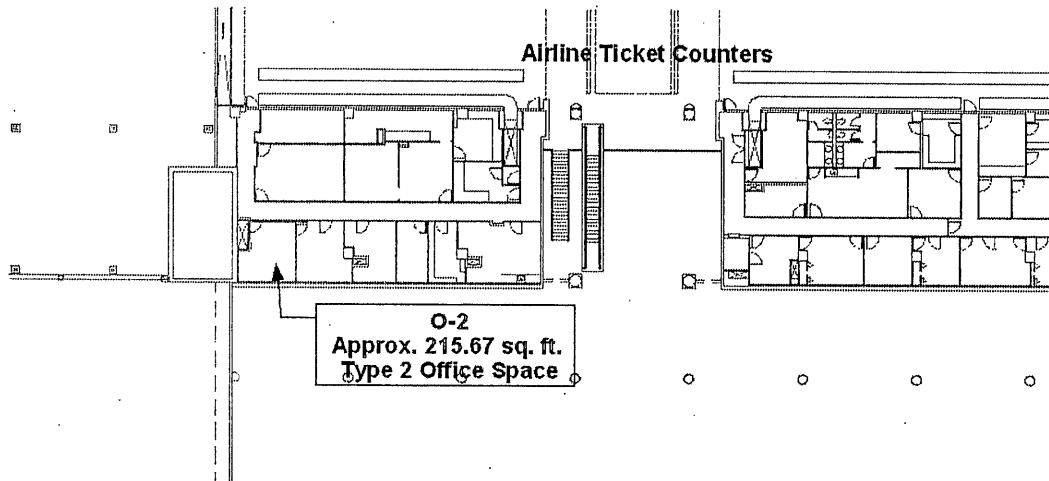
Host International, Inc.
Exhibit "A"
Palm Beach International Airport Terminal
2nd Level
Storage Area S-6



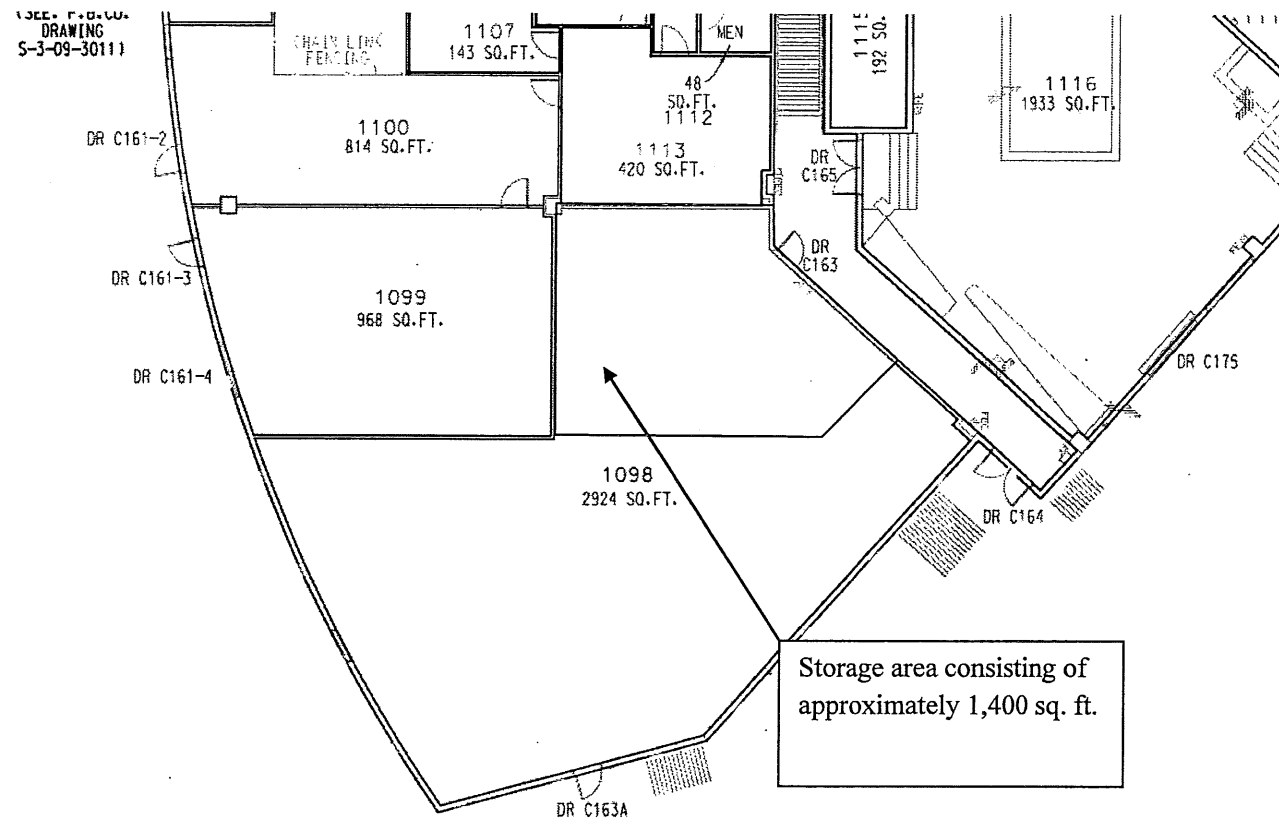
Host International, Inc.
Exhibit "A"
Palm Beach International Airport Terminal
Concourse C – 1st Level
Storage Area S-7



Host International, Inc.
Exhibit "A"
Palm Beach International Airport Terminal
Main Terminal – Level 3
Office Area O-2



Host International, Inc.
Exhibit "B"
Palm Beach International Airport Terminal
Concourse C – 1st Level
Storage Area





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/27/2013

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.

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 Beecher Carlson Insurance Services
21700 Oxnard Street, Suite 1800
Woodland Hills, CA 91367

CONTACT NAME: Beecher Carlson Insurance Services

PHONE (A/C, No, Ext): 818-598-4200

FAX (A/C, No): 818-598-6800

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Hartford Fire Insurance Co

19682

INSURER B: ACE Property & Casualty

20699

INSURER C: Hartford Ins Co of Midwest

37478

INSURER D: Hartford UW Insurance Co

30104

INSURER E: Twin City Fire Insurance Co

29459

INSURER F:

www.beechercarlson.com

INSURED
HMSHost Corporation; WDFG North America LLC;
Host International, Inc.; Anton Airfood;
HMSHost USA, LLC; HMSHost Family Restaurants;
Inc.; HMSHost Toll Roads, Inc. and subsidiaries

COVERAGES

CERTIFICATE NUMBER: 17448239

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 SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			20 CSE R22202	9/1/2013	9/1/2014	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						
	<input checked="" type="checkbox"/> LIQUOR LIABILITY						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY			20 CSE R22203 (AOS) 20 CSE R22204 (HI)	9/1/2013 9/1/2013	9/1/2014 9/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> ANY AUTO						
	<input type="checkbox"/> ALL OWNED AUTOS						
	<input type="checkbox"/> HIRED AUTOS						
	<input type="checkbox"/> SCHEDULED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS						
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			G27052964	9/1/2013	9/1/2014	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						
	<input type="checkbox"/> CLAIMS-MADE						
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			20 WN R22200 (AOS) 20 WBR R22201 (WI)	9/1/2013 9/1/2013	9/1/2014 9/1/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
E	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A				

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

re: HMSHost Corporation and its subsidiaries. Palm Beach County is named additional insured as its interest may appear regarding lease and concession agreement with Palm Beach County, at Palm Beach International Airport, loc#5908H, where required by written contract.

CERTIFICATE HOLDER

Palm Beach County
Dept. of Airports
Attn: Properties
Palm Beach Int'l Airport
Bldg 846
West Palm Beach FL 33406-1432

CANCELLATION

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

(WDHLS) Pam Brooskin

ACORD 25 (2010/05)

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CERTIFICATE OF PROPERTY INSURANCE

Host 0201

DATE (MM/DD/YYYY)
7/2/2013

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 Beecher Carlson - Woodland Hills 21700 Oxnard Street Suite 1800 Woodland Hills CA 91367	CONTACT NAME: Pam Brooskin PHONE (A/C, No, Ext): (818) 598-4200 FAX (A/C, No): (818) 598-5800 E-MAIL ADDRESS: pbrooskin@beechercarlson.com PRODUCER CUSTOMER ID: 00011419
INSURED Autogrill Group Inc, HMSHost Corp, Host Int'l Inc, Anton Airfoods Inc, HMSHost Toll Roads, Inc, HMSHost USA, LLC, HMSHost Family Restaurants, Inc, CBR Specialty Retail, & Subsidiaries 6905 Rockledge Drive, Bethesda, MD 20817	INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company NAIC # 22667 INSURER B: AXIS Insurance Company 37273 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 2013-14 Property REVISION NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
All Risk of Direct Physical Loss or Damage including Earthquake, Flood, Equipment Breakdown & Transit.
Coverage extends to Real & Personal Property, Business Interruption and as per policy form.

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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	<input checked="" type="checkbox"/> PROPERTY	GPAD37748705 003	7/15/2013	7/15/2014	BUILDING	\$
	CAUSES OF LOSS DEDUCTIBLES				PERSONAL PROPERTY	\$
	BASIC BUILDING				BUSINESS INCOME	\$
	BROAD CONTENTS				EXTRA EXPENSE	\$
	<input checked="" type="checkbox"/> SPECIAL				RENTAL VALUE	\$
	<input checked="" type="checkbox"/> EARTHQUAKE				BLANKET BUILDING	\$
	WIND				BLANKET PERS PROP	\$
	<input checked="" type="checkbox"/> FLOOD				<input checked="" type="checkbox"/> BLANKET BLDG & PP	\$ 25,000,000
						\$
					<input checked="" type="checkbox"/> REPAIR/REPL COST	\$ INCLUDED
	INLAND MARINE	TYPE OF POLICY				\$
	CAUSES OF LOSS	POLICY NUMBER				\$
	NAMED PERILS					\$
						\$
	CRIME					\$
	TYPE OF POLICY					\$
						\$
						\$
A	<input checked="" type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN	GPAD37748705 003	7/15/2013	7/15/2014	<input checked="" type="checkbox"/> PRIMARY	\$ 25,000,000
		MNG 733910-13	7/15/2013	7/15/2014	<input checked="" type="checkbox"/> EXCESS	\$ 50M xs 25M
B	EXCESS PROPERTY	MNG 733910-13	7/15/2013	7/15/2014	<input checked="" type="checkbox"/> All Risk* Excl EQ & Flood	\$ 75M xs 25M
						\$

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: HMSHost Corporation and all its subsidiaries. Palm Beach County is named loss payee as its interest may appear as respects Host International Inc. operations at Palm Beach International Airport. The above policies support the Insured's agreement of indemnity as stated in their Lease and Concession Agreement with Palm Beach County. Loc#72-928.88.

CERTIFICATE HOLDER Palm Beach County Dept. of Airports Attn: Properties Palm Beach Int'l Airport Bldg 846 West Palm Beach, FL 33406-1432	CANCELLATION 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 Pam Brooskin/GINNM Pam Brooskin
--	--

ACORD 24 (2009/09)
INS024 (200909)

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**UNANIMOUS CONSENT IN LIEU OF A MEETING
OF THE DIRECTORS OF HOST INTERNATIONAL, INC.**

By virtue of the authority granted in Section 141(f) of the Delaware General Corporation law, the Directors of Host International, Inc. hereby consent to the following action and resolution without a meeting of the Board of Directors:


WHEREAS, this Company authorizes certain individuals to enter into contracts and execute and deliver instruments on behalf of the Company;

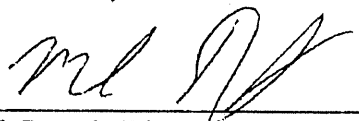
NOW THEREFORE, be it, and it is hereby,

RESOLVED, that the following individuals are authorized to enter into contracts and execute and deliver instruments on behalf of the Company:

Brian J. Gallant
Richard Kunkle
Richard Iappica

IN WITNESS WHEREOF, the undersigned constituting all of the members of the Board of Directors of Host International, Inc., have executed this unanimous consent as of the 11th day of March, 2009.



Elie Maalouf, Director

Mark Ratych, Director

SECRETARY'S CERTIFICATE

I, Jeffrey L. Poersch, hereby certify that:

I am the duly elected and qualified Secretary of Host International, Inc. (the "Company"). As such, I hereby certify, represent and warrant on behalf of the Company that the attached Unanimous Consent, dated March 11, 2009, is true and accurate to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of Host International, Inc. this 29th day of October, 2013.

[SEAL]



Jeffrey L. Poersch

Name: Jeffrey L. Poersch

Title: Secretary