Agenda Item: **3F1**

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: October 20, 2026 [X] Consent [ ] Regular
[ ] Workshop [ ] Public Hearing

Submitted By: Department of Airports

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: Cargo Building Lease Agreement (Lease) with Sky Chefs, LLC (Sky Chefs) for the lease of 4,471 square feet of cargo building space at the President Donald J. Trump International Airport (DJT), commencing May 4, 2026, and expiring September 30, 2026 (Initial Term), with automatic renewals on a year-to-year basis each October 1st, unless cancelled, for rental in the amount of $21,908 for the Initial Term and $53,652 for the Renewal Term.

Summary: Sky Chefs provides food and beverage services to airlines at DJT through their In-Flight Catering Permit (Permit) (R2016-1676). The Lease provides for the lease of unit 1310-A in the cargo building located at 1300 Belvedere Road to Sky Chefs for the storage of aviation catering-related vehicles and equipment, including food, loading equipment and catering vehicles to support its aviation catering operations at DJT. The Lease also grants Sky Chefs a non-exclusive, revocable license to use designated common areas associated with the cargo building, including the parking lot, loading dock, cargo building ramp area, and a designated exterior storage area, in accordance with the terms of the Lease. The Lease is contingent upon Sky Chefs maintaining its Permit and will automatically terminate upon the expiration or earlier termination of that Permit. Resolution 2010-1392 authorizes the County Administrator or designee, in this case, the Director of the Department of Airports, to execute the standard form Lease. **Countywide (SB)**

Background and Justification: Sky Chefs is leasing cargo space to receive and store food, catering vehicles loading equipment, and other aviation catering-related equipment used in conjunction with the Permit.

Attachments:

1. Cargo Building Lease Agreement (1) (w/ Exhibits A, B, C and D)

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Recommended By: _____ 9/18/26
Department Director **Date**

Approved By: _____ 9/30/26
Chief Deputy County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2027	2028	2029	2030	2031
Capital Expenditures					
Operating Costs					
Operating Revenues	($53,652)				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	($53,652)				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes ____ No _X_
Does this item include the use of federal funds? Yes ____ No _X_
Does this item include the use of state funds? Yes ____ No _X_

Budget Account No: Fund 4100 **Department** 120 **Unit** 8452 **Resource** 4413
Reporting Category _____

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

The fiscal impact shown above represents anticipated rental revenue of $53,652 in FY 2027 for the Renewal Term from October 1, 2026 through September 30, 2027. The rental is based on 4,471 square feet at an annual rate of $12.00 per square foot. Because renewal beyond FY 2027 is not guaranteed, no rental revenue has been included for subsequent fiscal years. The fiscal impact shown above does not include $21,908 in rental revenue attributable to the Initial Term from May 4, 2026 through September 30, 2026. That revenue impacts the FY 2026 budget and is therefore excluded from the fiscal impact table, which begins with FY 2027.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

9/23/2026
OFMB 9/23 AH 9/23

Contract Dev. and Control

B. Legal Sufficiency:

9/29/26
Assistant County Attorney

C. Other Department Review:

Department Director

CARGO BUILDING LEASE AGREEMENT
PALM BEACH INTERNATIONAL AIRPORT

Department of Airports

Palm Beach County, Florida

and

Sky Chefs, LLC

CARGO BUILDING LEASE AGREEMENT
PALM BEACH INTERNATIONAL AIRPORT

THIS CARGO BUILDING LEASE AGREEMENT (this "Lease") is made and entered into May 4, 2024, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and Sky Chefs, LLC., a Delaware limited liability company, having its office and principal place of business at 5040 Riverside Drive, Building 1, Suite 200, Irving, TX 75039 ("Tenant").

WITNESSETH:

WHEREAS, County owns and operates, by and through its Department of Airports, the commercial service airport located at 1000 James L. Turnage Blvd, West Palm Beach, FL 33406, currently known as the Palm Beach International Airport; and

WHEREAS, County has certain cargo building facilities at the Palm Beach International Airport, that are available for lease; and

WHEREAS, Tenant desires to lease space within a cargo building located on the Airport for the purpose of conducting its operations.

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:

ARTICLE 1
RECITALS

The foregoing recitals are true and correct and are hereby incorporated herein by reference.

ARTICLE 2
DEFINITIONS

The following terms set forth below, when used in this Lease, shall be defined as follows:

2.01 "Additional Rent" has the meaning set forth in Section 5.08.

2.02 "Adjustment Date" has the meaning set forth in Section 5.03.

2.03 "Airport" means the commercial service airport owned by County located at 1000 James L. Turnage Blvd., West Palm Beach, FL, 33406.

2.04 "Airport Rules and Regulations" means the Palm Beach County Airport Rules and Regulations adopted by Resolution No. R98-220, as now or hereafter amended, and any successor ordinance or resolution regulating activities or operations on the Airport.

2.05 "Assigned Building Premises" has the meaning set forth in Section 4.01(A).

2.06 "Assignment" has the meaning set forth in Section 17.01.

2.07 "Board" means the Board of County Commissioners of Palm Beach County, Florida.

2.08 "Bond" has the meaning set forth in Section 5.06.

2.09 "Bond Resolution" means the Palm Beach County Airport System Revenue Bond Resolution dated April 3, 1984 (R84-427), as amended and supplemented, which is hereby incorporated herein by reference and made a part hereof.

2.10 "Cargo Building" means Building 1300 located on the Airport.

2.11 "Cargo Building Parking Lot" has the meaning set forth in Section 4.02(A).

2.12 "Cargo Building Ramp Area" has the meaning set forth in Section 4.02(C).

2.13 "Commencement Date" has the meaning set forth in Section 3.01.

2.14 "Department" means the Palm Beach County Department of Airports.

2.15 "Derelict Vehicle" means a vehicle designed for use on the roadways that is in a wrecked, dismantled or partially dismantled condition, or which is discarded and in an inoperable condition.

2.16 "Director" means the Director or Acting Director of the Department of Airports.

2.17 "Effective Date" means the date this Lease is signed by the parties hereto.

2.18 "FAA" means the Federal Aviation Administration.

2.19 "Fire Lane" means an area or lane in a parking lot or other area that is marked, striped, signed or otherwise identified as a "fire lane" or "emergency lane", where the parking or storage of vehicles or equipment is prohibited to ensure the access of safety equipment in the event of an emergency.

2.20 "Initial Term" has the meaning set forth in Section 3.01.

2.21 "Letter of Credit" has the meaning set forth in Section 5.06.

2.22 "Licensed Areas" means those areas of the Airport set forth in Section 4.02.

2.23 "Loading Dock" has the meaning set forth in Section 4.02(B).

2.24 "Major Maintenance" means repair activities other than routine servicing activities normally requiring more than two (2) hours to complete.

2.25 "Plans" have the meaning set forth in Section 6.01(A).

2.26 "Premises" means the Assigned Building Premises and the Licensed Areas.

2.27 "Renewal Term" has the meaning set forth in Section 3.01.

2.28 "Risk Management Department" means the Palm Beach County Risk Management Department.

2.29 "Security Deposit" has the meaning set forth in Section 5.06.

2.30 "Term" means the Initial Term and any Renewal Term(s).

2.31 "TSA" means the Transportation Security Administration or any successor agency responsible for airport security.

ARTICLE 3
TERM, COMMENCEMENT DATE AND RENEWAL OPTION

The term of this Lease shall commence on the Effective Date and expire on September 30, 2026 (the "Initial Term"). This Lease shall be automatically renewed at one (1) year intervals thereafter (October 1st to September 30th) (the "Renewal Term"); provided, however, either party, with the Department acting on behalf of County, may elect to not renew this Lease upon providing no less than thirty (30) days advance written notice to the other party prior to the expiration of the then current Term. Each Renewal Term shall be upon the same terms and conditions set forth herein. Notwithstanding the foregoing or any other provisions of this Lease, this Lease shall automatically terminate upon the expiration or earlier termination of that certain In-Flight Catering Permit dated May 26, 2016 (the "Permit").

ARTICLE 4
PREMISES, LICENSED AREAS AND PRIVILEGES

4.01 Description of Premises and Specific Privileges, Uses and Rights.

A. Subject to the terms, conditions and covenants set forth herein, County hereby demises and leases to Tenant, and Tenant rents from County four thousand four hundred seventy-one (4,471) square feet of interior cargo space within the Cargo Building, identified as Unit 1310-A Perimeter Road,

West Palm Beach, Florida, 33406, as more particularly described in the attached Exhibit "A" (the "Assigned Building Premises") for storage of aviation catering-related vehicles and equipment, including, but not limited food, loading equipment and catering vehicles.

B. Tenant acknowledges and agrees that all maintenance activities performed at the Premises or elsewhere on the Airport shall be in compliance with all applicable federal, state and local laws, including, but not limited, local building and fire codes and environmental laws. Tenant shall be responsible, at its sole cost and expense, for making any necessary modifications to the Assigned Building Premises to accommodate its intended use of the Assigned Building Premises, including, but not limited to, maintenance of equipment.

4.02 Licensed Areas and Specific Privileges, Uses and Rights. County hereby grants to Tenant a non-exclusive, revocable license to use the following areas (the "Licensed Areas"), as more particularly depicted in Exhibit "A":

A. The Cargo Building Parking Lot, consisting of the paved asphalt parking lot area in front of the Cargo Building, located immediately north of and adjacent to the Loading Dock, for employee and visitor parking and deliveries.

B. The loading dock and loading ramp area, consisting of the paved area in front of the Cargo Building, located immediately north of and adjacent to the Cargo Building (the "Loading Dock"), for active shipping, receiving, loading and unloading of cargo.

C. The Cargo Building Ramp Area, consisting of the paved asphalt service area to the rear of the Cargo Building, located immediately adjacent to the south side of the Cargo Building, for the purposes of active shipping, receiving, loading and unloading in accordance with the terms and conditions of this Lease.

D. Approximately four hundred forty-seven (447) square feet of paved asphalt within Service rea 5 associated with Unit 1310-A to be used solely and exclusively for the storage of operable vehicles, equipment, and other items used in Tenant's day-to-day operations, and for no other purpose whatsoever.

4.03 Space Allocations. During the Term, County may re-measure various areas of the Premises. In the event the square footage or area of the Premises identified herein differs from the Premises based on such re-measurement, the parties agree to enter into an amendment to this Lease to modify the Premises, and the rental and other charges as provided in Article 5, to reflect the actual square footage or area. The parties agree that any increase or decrease in the monthly rentals, fees and charges payable hereunder resulting from the re-measurement of the Premises shall not be applied retroactively.

4.04 General Privileges, Uses and Rights. In addition to the specific privileges granted in this Article 4, County hereby grants to Tenant the following non-exclusive general privileges, uses and rights, all of which shall be subject to the terms, conditions, and covenants hereinafter set forth:

A. The general use, in common with others, of all public Airport facilities and improvements that are now or may hereafter be connected with or appurtenant to the Airport, to be used by Tenant, its agents and employees, patrons and invitees, suppliers of service, furnishers of material, and authorized subtenants, if any. For the purpose of this Lease, "public Airport facilities" shall include all necessary roadways, sidewalks, or other public facilities appurtenant to the Airport, not specifically leased to or under the contractual control of a third party.

B. The right of ingress to and egress from the Premises over and across public roadways serving the Airport for Tenant, its agents and employees, patrons and invitees, suppliers of service and furnishers of material, and its authorized subtenants, if any. Said right shall be subject to such laws, rules, regulations and orders as now or may hereafter have application at the Airport.

Except as expressly set forth in this Article 4, nothing herein contained shall be construed to grant to Tenant the right to use any space or area improved or unimproved which is leased to, or under contractual control of a third party, or which County has not leased or licensed herein.

4.05 Restrictions on Privileges, Uses and Rights.

A. The Department shall have the right to establish reasonable rules and regulations governing the use of Licensed Areas or public Airport facilities. Tenant agrees to be subject to, and comply with, such reasonable rules and regulations.

B. The rights granted hereunder are expressly limited to the improvement, maintenance, and operation of the Premises pursuant to the terms and conditions of this Lease, and nothing herein shall be construed to give Tenant any rights in any future expansion, renovation or relocation of the Airport or cargo facilities. Tenant covenants and agrees that the Premises shall be utilized solely for the uses permitted in this Article 4 and for no other purpose whatsoever.

C. Parts and supplies storage must be in relation to Tenant's approved use of the Assigned Building Premises. All such storage must be contained within the Assigned Building Premises.

D. Except as otherwise provided for herein, use of the Premises and other areas of the Airport for Major Maintenance, repair or maintenance service on

vehicles or equipment and painting or stripping of equipment is strictly prohibited.

E. The Cargo Building Ramp Area and Loading Dock shall be maintained and kept free and clear to allow for the lateral movement of other tenants' freight, equipment and personnel in these non-exclusive areas. Furniture, chairs and similar items shall be prohibited on the Licensed Area. Long-term parking of vehicles, trailers or equipment, not used in Tenant's day-to-day operations on the Airport on the Cargo Building Ramp Area or Cargo Building Parking Lot is prohibited. Subject to the restrictions set forth herein, all tenants of the Cargo Building shall have the right to utilize the Cargo Building Ramp Area and Loading Dock areas according to each tenant's business needs. Parking of automobiles upon the Loading Dock is prohibited. Long-term parking of any motorized vehicle or trailer upon the Loading Dock is prohibited.

F. Fire Lanes shall be maintained and kept free and clear at all times to ensure the access of safety equipment in the event of an emergency.

G. Persons, including, but not limited, to Tenant's employees, shall not loiter or remain overnight on the Premises or elsewhere at the Airport.

4.06 Condition and Use of the Premises. Tenant expressly acknowledges that it has inspected the Premises and Airport and accepts both in their "AS IS CONDITION" and "WITH ALL FAULTS," together with all defects, latent and patent, if any. Tenant further acknowledges that County has made no representations or warranties of any nature whatsoever regarding the Airport or the Premises including, but not limited to, the physical and/or environmental condition of the Premises or any improvements located thereon; the value of the Premises or improvements; the zoning of the Premises; title to the Premises; the suitability of the Premises or any improvements for Tenant's intended use; or Tenant's legal ability to use the Premises for Tenant's intended use.

ARTICLE 5
RENTAL, FEES, CHARGES AND SECURITY DEPOSIT

5.01 Annual Rental/Fees. Tenant shall pay to County for use of the Assigned Building Premises an initial annual rental in the amount of Twelve Dollars ($12.00) per square foot for four thousand four hundred seventy-one (4,471) square feet or Fifty-Three Thousand Six Hundred Fifty-Two and 00/100 Dollars ($53,652.00) annually, payable in twelve (12) equal monthly payments of Four Thousand Four Hundred Seventy-One and 00/100 Dollars ($4,471.00) together with any applicable taxes thereon.

5.02 Commencement and Time of Payment. Payment of all sums due hereunder shall commence on the Commencement Date. Rental and any license fees shall be payable in equal monthly installments, in advance, without demand and without any deduction, holdback or set off whatsoever, by the first day of each and every month throughout the Term and any extension

thereof. All sums due hereunder shall be delivered to the Palm Beach County Department of Airports, 846 Palm Beach International Airport, West Palm Beach, Florida 33406, or at such other address as may be directed by County from time to time. Payments shall be deemed delinquent if not received by the first business day of the month in which they are due. If the Commencement Date occurs on a day other than the first day of the month, Tenant shall pay rent from the Commencement Date to the first day of the following month on a per diem basis (calculated on the basis of a thirty (30) day month). Any payment due hereunder for any other fractional month shall likewise be calculated and paid on such a per diem basis.

5.03 Adjustment of Assigned Building Premises Rental Rate. On October 1, 2028, and each three (3) year anniversary thereof (the "Adjustment Date"), the then current rental rate shall be adjusted in accordance with the provisions of this paragraph. The new rental rate shall be determined by an appraisal obtained by County, which shall set forth the fair market rental for the Assigned Building Premises. The appraisal shall be performed, at County's sole cost and expense, by a qualified appraiser selected by County. County shall notify Tenant in writing of the fair market rental of the Assigned Building Premises as established by the appraisal, which shall become the new rental rate for the Assigned Building Premises. Tenant shall commence paying the new rental rate on the Adjustment Date. The new rental rate shall not be less than the rental rate for the prior period. This Lease shall automatically be considered as amended to reflect the new rental rate, without formal amendment hereto, upon County's written notification of the establishment of the new rental rate applicable to the Assigned Building Premises. Notwithstanding any provision of this Lease to the contrary, Tenant acknowledges and agrees that County shall have the right to establish and maintain the rental rates hereunder to ensure compliance with the provisions of Section 710 (rate covenant) of the Bond Resolution.

5.04 Other Fees and Charges. Tenant acknowledges that County shall have the right to adopt new fees and charges or to adjust fees and charges applicable to Tenant's operations at the Airport from time to time by prior written notice to Tenant. Tenant shall pay all fees and charges applicable to Tenant's operations at the Airport when assessed.

5.05 Late Payments - Interest. In the event Tenant fails to make timely payment of any rentals, fees and charges due and payable in accordance with the terms of this Lease, interest, at the rate of one and one-half percent (1.5%) per month shall accrue against the delinquent payment(s) from the date due until the date payment is received by County.

5.06 Security Deposit. Prior to the Effective Date of this Lease, Tenant shall post a security deposit with County in an amount equal to County's estimate of one and one-half (1.5) months rental payable by Tenant hereunder pursuant to Section 5.01(A) ("Security Deposit"). The Security Deposit shall serve as security for the payment of all sums due to County and shall also secure the performance of all obligations of Tenant to County. The Security Deposit shall be either in the form of a clean, Irrevocable Letter of Credit ("Letter of Credit") or a Surety Bond ("Bond") in form and substance satisfactory to County, or if the amount of the Security Deposit is five thousand dollars ($5,000.00) or less, the Security Deposit may be in the form of cash. In the event of any failure by Tenant to pay any rentals, fees or charges when due or upon any other failure to perform any of its obligations or other default under this Lease, then in addition to any other rights

and remedies available to County at law or in equity, County shall be entitled to draw on the Security Deposit and apply same to all amounts owed. Upon notice of any such draw, Tenant shall promptly replace the Security Deposit with a new Letter of Credit or Bond, or cash as applicable, in the full amount of the Security Deposit required hereunder. Tenant shall promptly increase the amount of the Security Deposit to reflect any increases in the sums payable hereunder. The Security Deposit shall be kept in full force and effect throughout the Term of this Lease and any extension thereof and for a period of six (6) months after the termination of this Lease. Not less than forty-five (45) days prior to any expiration date of a Letter of Credit or Bond, Tenant shall submit evidence in form satisfactory to County that such security instrument has been renewed. Failure to renew a Letter of Credit or Bond or to increase the amount of the Security Deposit as required by this Section 5.06 shall: (i) entitle County to draw down the full amount of such Security Deposit, and (ii) constitute a default of this Lease entitling County to all available remedies. The Security Deposit shall not be returned to Tenant until all obligations under this Lease are performed and satisfied. No Security Deposit shall be required from a Tenant who is a Signatory Airline (as defined in the Signatory Airline Agreement) operating at the Airport pursuant to a current Signatory Airline Agreement. Prior to consent from County to any assignment of this Lease by Tenant, Tenant's assignee shall be required to provide a Security Deposit to County in accordance with the terms and conditions of this Section 5.06.

5.07 Sales and Use Tax. Tenant hereby covenants and agrees to pay monthly to County, as "Additional Rent," any sales, use or other tax, or any imposition in lieu thereof (excluding State and /or Federal Income Tax) now or hereinafter imposed upon the rents, use or occupancy of the Premises imposed by the United States of America, the State of Florida or Palm Beach County, notwithstanding the fact that the statute, ordinance or enactment imposing the same may endeavor to impose the tax upon County as Landlord, to the extent as applicable.

5.08 Additional Rent. Any and all sums of money or charges required to be paid by Tenant under this Lease other than the annual rent shall be considered "Additional Rent," whether or not the same is specifically so designated and County shall have the same rights to enforce due and timely payment by Tenant of all Additional Rent as are available to County with regards to annual rent.

5.09 Licenses, Fees, and Taxes. On or before their respective due dates, Tenant shall pay all applicable federal, state and local taxes, fees and special assessments levied upon Tenant, the Premises, the estate hereby granted, the business conducted on the Premises, any property used in connection with Tenant's business, and any rentals or other sums payable hereunder.

5.10 Accord and Satisfaction. In the event Tenant pays any amount that is less than the amount stipulated to be paid under this Lease, such payment shall be considered to be made only on account of the stipulated amount. No endorsement or statement on any check or letter shall be deemed an accord and satisfaction. County may accept any check or payment without prejudice to County's right to recover the balance due or to pursue any other remedy available to County pursuant to this Lease or under the law.

ARTICLE 6
CONSTRUCTION OF IMPROVEMENTS

6.01 Alterations or Additions, Tenant Construction Requirements. Tenant shall make no improvements, alterations or additions to the Premises or improvements constructed thereon, without the prior written consent of the Department. All improvements, alterations or additions constructed or placed on the Premises, or improvements constructed thereon, by Tenant shall be of attractive construction and first-class design; comply with any and all applicable governmental laws, regulations, rules and orders; follow standard construction methods; and shall be constructed in accordance with the requirements of this Article 6.

A. Construction Requirements. Prior to constructing any improvements on the Premises, Tenant, without cost to County, shall prepare detailed preliminary construction plans and specifications for the improvements (hereinafter collectively referred to as the "Plans") in accordance with standards established by the Department and deliver the preliminary Plans to the Department for review, comment and adjustment. The Department shall review the preliminary Plans and provide a written response to Tenant after receipt of the preliminary Plans. In the event the Department does not approve the preliminary Plans, Tenant will be notified of the reasons for the disapproval and the necessary modifications and/or alterations to the Plans. Tenant shall resubmit modified Plans to the Department within thirty (30) days of the date of the Department's written notice of disapproval. Within one hundred twenty (120) days following approval of the preliminary Plans by the Department, Tenant shall prepare or cause to be prepared final working Plans in substantial conformity to the approved preliminary Plans and shall submit the final working Plans to the Department for approval. Upon approval of the final working Plans by the Department, Tenant shall obtain all permits and other government approvals required for the commencement of construction. Prior to commencement of construction, Tenant shall deliver to the Department one complete set of the final working Plans as approved by the governmental agencies exercising jurisdiction thereover. Minor changes from the final working Plans shall be permitted if such changes may be reasonably inferred from the final working Plans, or if they are made to comply with requirements of any governmental agency exercising jurisdiction thereover.

B. Within sixty (60) days of Tenant's receipt of a certificate of occupancy or certificate of completion, as appropriate, for improvements constructed pursuant to this Section 6.01, Tenant, at its sole cost and expense, shall have prepared and deliver to the Department one (1) complete set of as-built Mylar drawings and one (1) set of Auto CADD files in the latest version acceptable by the Department.

C. All improvements constructed upon the Premises shall be completed at Tenant's sole cost and expense and shall be completed in accordance with the standards established by the Department.

D. The construction or installation of improvements shall not interfere with the operation of the Airport or unreasonably interfere with the activities of other Airport tenants and users.

E. The County shall have no obligation whatsoever to approve the installation of any improvements within any Licensed Areas.

6.02 Construction Bonds. Tenant shall ensure that all improvements are constructed to completion in accordance with the approved Plans and that all persons or entities performing work or providing materials relating to such improvements including, but not limited to, all contractors, subcontractors, laborers, materialmen, suppliers and professionals, are paid in full for such services and materials. Tenant, at its sole cost and expense, shall cause to be made, executed and delivered to County prior to commencement of any improvements to the Premises, a bond, drawn in a form and issued by a company approved by County, guaranteeing compliance by Tenant of its obligations arising hereunder. County shall be named as a dual obligee on the bonds.

6.03 Contractor Requirements. Tenant shall require contractors to furnish for the benefit of County a public construction bond as required under Section 255.05, Florida Statutes, in a form approved by County. Tenant shall require its contractors to name County as a dual obligee on the bond(s). Tenant shall also require contractors to furnish satisfactory evidence of statutory Worker's Compensation insurance, comprehensive general liability insurance, comprehensive auto insurance, and physical damage insurance on a Builder's Risk form with the interest of County endorsed thereon, in such amounts and in such manner as the Risk Management Department may reasonably require. The Risk Management Department may require additional insurance for any alterations or improvements approved hereunder, in such amounts as the Risk Management Department reasonably determines to be necessary.

6.04 No Liens. Tenant agrees that nothing contained in this Lease shall be construed as consent by County to subject the estate of County to liability under the Construction Lien Law of the State of Florida and understands that County's estate shall not be subject to such liability. Tenant shall notify any and all parties or entities performing work or providing materials relating to any improvements made by Tenant of this provision of this Lease. If so requested by County, Tenant shall file a notice satisfactory to County in the Public Records of Palm Beach County, Florida, stating that County's estate shall not be subject to liens for improvements made by Tenant. In the event that a construction lien is filed against the Premises or other County property in connection with any work performed by or on behalf of Tenant, Tenant shall satisfy such claim, or transfer same to security, within thirty (30) days from the date of filing. In the event that Tenant fails to transfer or satisfy such claim within the thirty (30) day period, County may do so and thereafter charge Tenant all costs incurred by County in connection with the satisfaction or transfer of such claim, including attorneys' fees, and Tenant shall promptly pay to County all such costs upon demand, as Additional Rent.

ARTICLE 7
OBLIGATIONS OF TENANT

7.01 Compliance with Regulations. Tenant covenants and agrees to observe and obey, and to require its subtenants, officers, employees, guests, invitees and those doing business with it to observe and obey such rules and regulations of the Department and County (including amendments and supplements thereto) regulating the conduct and operations of Tenant and others on the Premises as may from time to time be promulgated. The obligation of Tenant to require such observance and obedience on the part of its subtenants, guests, invitees and business visitors shall pertain only while such persons are on or in occupancy of any portion of the Premises.

7.02 Disturbances. Tenant shall conduct its operations hereunder in an orderly and commercially reasonable manner, considering the nature of such operations so as not to unreasonably annoy, disturb, endanger or be offensive to others at the Airport.

7.03 Noise and Vibrations. Tenant shall take all reasonable measures to:

A. Reduce to a minimum, vibrations tending to damage any equipment, structure, building or portion of a building on the Airport; and

B. Keep the sound level of its operations as low as possible.

7.04 Regulation of Conduct. Tenant shall control the conduct, demeanor and appearance of its employees, subtenants, invitees and others doing business at the Airport and, promptly upon objection from County concerning the conduct, demeanor and appearance of any such persons, shall take all reasonable steps necessary to remove the cause of objection.

7.05 Nuisance, Waste or Injury. Tenant shall not commit any nuisance, waste or injury on the Airport and shall not do, or permit to be done, anything which may result in the creation, commission or maintenance of any nuisance, waste or injury on the Airport.

7.06 Vapors, Fumes or Emissions. Tenant shall not create, nor permit to be caused or created upon the Airport any obnoxious odor, smoke, noxious gases or vapors; provided, however, that fumes resulting from the normal operations of properly certified and maintained trucks and other vehicles shall be excepted from this provision. Tenant shall ensure that emissions generated by any such trucks, and other vehicles shall comply with all provisions of applicable environmental emissions laws and regulations.

7.07 Utilities Systems. Tenant shall not do or permit to be done anything which may interfere with the effectiveness or accessibility of the utilities systems that are also used by other occupants, customers or users of the Airport.

7.08 Overloading of Floor or Paved Areas. Tenant shall not overload any floor or paved area on the Premises and shall repair, at its sole cost and expense, any floor, including supporting members, and any paved area damaged by overloading.

7.09 Hazardous Conditions. Tenant shall not do or permit to be done any act or thing upon any area of the Airport that:

A. Will invalidate or conflict with any insurance policies covering the Premises or other areas of the Airport; or

B. May constitute a hazardous condition that increases the risks normally attendant upon the operations permitted by this Lease.

7.10 Flammable Liquids. All flammable liquids that are kept or stored in accordance with this Lease must at all times be handled, stored and used in accordance with all applicable federal, state and local laws.

7.11 Fire Extinguishing System. From time to time and as often as reasonably required by County or any governmental authority having jurisdiction, Tenant shall conduct pressure, water flow, and other appropriate tests of the fire extinguishing system and apparatus maintained by Tenant or any subtenant.

7.12 Vending Machines. Tenant shall not place any coin or token operated vending machine or similar device (including, but not limited to, pay telephones, beverage or food machines, or other commodities) upon or within the Premises, without the prior written consent of County, which consent may be granted or withheld by County in its sole discretion for any reason or no reason at all.

7.13 Emergency Evacuation and Hurricane Plans. Tenant shall prepare and maintain emergency evacuation and hurricane plans consistent with County's plans for the Airport. The plans shall include detailed procedures of actions to be taken by Tenant if an evacuation need or hurricane alert warning is present. Tenant shall provide copies of the plans to County upon request. In addition, hurricane plans shall be annually updated, if requested by County.

ARTICLE 8
SECURITY OF PREMISES

Tenant acknowledges and accepts full responsibility for the security and protection of the Premises, and any and all personal property, inventory, equipment, facilities and improvements now existing or hereafter placed on or installed in or upon the Premises, and for the prevention of unauthorized access to its facilities, and expressly agrees to comply with, and to require its employees and contractors to fully comply with, all rules and regulations of County and of any and all other governmental entities that now or may hereafter have jurisdiction over such security. Tenant fully understands that the police security protection provided by County is limited to that provided to any other business situated in Palm Beach County, Florida, by the Palm Beach County Sheriff's Office, and expressly acknowledges that any special security measures deemed necessary or desirable for additional protection of the Premises and improvements constructed thereon, shall be the sole responsibility of Tenant and shall involve no cost to County.

ARTICLE 9
MAINTENANCE AND REPAIR, CLEANLINESS OF PREMISES

9.01 Maintenance and Repair.

A. Tenant shall, at its sole cost and expense, maintain the Premises, improvements, and appurtenances thereto, in a safe and presentable condition consistent with good business practice, industry standards and in accordance with all applicable laws, regulations and rules of any governmental entity. Tenant shall repair any damage to the Premises and improvements caused by its employees, patrons, invitees, licensees, suppliers of service or furnishers of material, or any other persons whomsoever, and all damages caused by or resulting from or in any way arising out of Tenant's operations thereon or Tenant's use of the Premises. Tenant hereby agrees that it shall abide by the decision of County with respect to maintenance or repair of the Premises. Maintenance and repairs shall be in quality and class comparable to the original work, to preserve the Premises in good order and condition. County shall be the sole judge of Tenant's performance under this Section 9.01(A) as to the quality of maintenance and repair. Upon written notice by County to Tenant, Tenant shall perform the required maintenance or repair in accordance with Department's decision. If Tenant has not made a good faith effort, as determined by Department, to begin to perform said maintenance or repair within ten (10) days after written notice and to diligently pursue the same to completion, County shall have the right to enter on the Premises and perform the necessary maintenance or repair, and Tenant hereby expressly agrees that it shall fully assume and be liable to County for payment of the costs incurred by County, plus twenty-five percent (25%) administrative overhead. Such maintenance or repair cost, plus the administrative cost, shall be paid to County by Tenant within thirty (30) days from the date of Department's invoice.

B. Throughout the Term and any extension thereof, Tenant shall keep the Assigned Building Premises in good, tenable, useable condition. Without limiting the generality thereof, Tenant shall, at its sole cost and expense:

(1) Paint the interior of the Assigned Building Premises, repair and maintain all doors, windows, equipment, lighting fixtures, furnishings and fixtures in good condition.

(2) Provide and maintain all fire protection and safety equipment and all other equipment of every kind and nature required by any law, rule, order, ordinance, resolution or regulation of any applicable governmental authority.

(3) Repair any damage to the Premises, including, but not limited to, the Licensed Areas, paving or other surfaces, caused by any oil, gasoline, grease, lubricants or other liquids or substances having a corrosive or detrimental effect thereon.

C. Except as otherwise expressly provided for herein, County shall have no obligation whatsoever to maintain or repair the Premises. County shall be responsible for maintenance of the structure of the Assigned Building Premises, including, the roof, foundation, floor slab, columns and exterior and load-bearing walls; provided, however, County shall have no obligation whatsoever repair any damage to the Premises if the necessity for making any such repair: (i) shall have been occasioned by Tenant's failure to satisfy its obligations under this Article; or (ii) is as a result of the act, omission, or negligence of Tenant or any of its subtenants, contractors, employees, officers, licensees, agents or invitees. Notwithstanding any provision of this Lease to the contrary, County shall have no obligation whatsoever to maintain or repair Tenant's personal property or fixtures or any improvements made by Tenant to the Premises.

9.02 Cleanliness of Premises.

A. Tenant shall not deposit nor store any waste, garbage or refuse of any kind on any part of the Airport. Tenant shall remove or otherwise dispose of all garbage, debris and other waste materials (whether solid or liquid) arising out of the use or occupancy of the Premises, Airport or out of any operations conducted thereon in a manner approved by County. Garbage, debris and other non-hazardous waste materials may be temporarily stored on the Premises in suitable garbage and waste receptacles. Tenant may deposit garbage, debris and other non-hazardous waste materials in containers provided by County designated for the collection and removal of waste. Containers shall be located within the immediate vicinity of the Cargo Building in such common use and access areas as determined by Department. The cost for disposal of such waste shall be prorated and billed by County to Tenant monthly, and shall be paid to County by Tenant within thirty (30) days from the date of Department's invoice.

B. Tenant shall, at its sole cost and expense, keep the Premises and all of the fixtures, equipment and personal property, which are located in any part of the Premises and open to or visible by the general public, in a neat, clean and orderly condition and appearance at all times and shall maintain and keep the Cargo Building Ramp Area and Loading Dock areas free of obstructions in order to permit unrestricted movement of equipment.

C. Tenant shall not permit the temporary or permanent storage of Derelict Vehicles on the Premises. Tenant shall cause Derelict Vehicles to be

removed from the Premises within twenty-four (24) hours after written notice from County.

D. Tenant shall not park boats, motor homes or recreational vehicles within the Premises. Tenant shall not stockpile or store inoperable equipment, machinery and/or containers within the Premises.

E. County shall reasonably determine whether Tenant is in compliance with the obligations as provided for in this Section 9.02. Immediately upon Tenant's receipt of County's written notice of violation, Tenant shall commence such corrective action as required by County or as may be necessary to remedy such non-compliance to satisfaction of County. If corrective action is not immediately initiated and pursued in a diligent manner to completion, County may cause the same to be accomplished and Tenant hereby expressly agrees that Tenant shall assume and be liable to County for payment of all costs incurred by County, plus twenty-five percent (25%) for administrative overhead. Such cleaning, removal and grounds maintenance costs, plus the administrative cost, shall be due and payable to County within thirty (30) days of the date of County's written notice. County shall not be liable for any damage or inconvenience or interruption of the business of Tenant occasioned by the exercise of County's rights under this Section 9.02.

9.03 Inspections. County shall have the right to enter the Premises at reasonable times to inspect same for the purpose of determining whether Tenant is in compliance with the requirements of this Lease. In the event Tenant is not in compliance with this Lease, as reasonably determined by County, County shall provide Tenant with written notice of such noncompliance. Tenant shall commence corrective action to remedy such noncompliance to the satisfaction of County upon receipt of the notice of noncompliance. If corrective action is not immediately initiated and pursued in a diligent manner to completion, County may cause the same to be accomplished. Tenant agrees that Tenant shall assume and be liable to County for payment of all costs incurred by County, plus a twenty-five percent (25%) administrative overhead fee, which costs and administrative overhead fee shall constitute additional rent hereunder and shall be paid to County by Tenant within thirty (30) days from the date of Department's invoice.

ARTICLE 10
UTILITIES

10.01 Utility Costs. Tenant shall pay for all utilities used by it. County shall provide water and sewer utilities, the costs of which shall be prorated and billed by County to Tenant monthly. County also reserves the right to charge Tenant for electric utilities to all common areas serving the Cargo Building. Tenant's share of utility costs shall be determined as a proportionate percentage of the total billable square feet contained in the Cargo Building. Tenant shall have the right, but not the obligation, at its sole cost and expense, to connect to any and all utility mainlines or cables existing at the Effective Date of this Lease or installed during the Term. County shall

have the right to require Tenant to provide, at Tenant's sole cost and expense, separate meters or connections to any and all utility mainlines or cables in which case Tenant shall pay any charges according to the metered usage. Utility costs shall be paid to County by Tenant within thirty (30) days from the date of Department's invoice.

10.02 Interruption of Service. No failure, delay or interruption in supplying any services for any reason whatsoever (whether or not a separate charge is made therefore) shall be or be construed to be an eviction of Tenant or grounds for any diminution or abatement of rental or shall be grounds for any claim by Tenant under this Lease for damages, consequential or otherwise.

10.03 Industrial Waste Systems. Tenant shall provide, operate and maintain adequate facilities for separating, neutralizing and treating industrial waste and foreign materials generated within the Premises and the proper disposal thereof as required by all applicable federal, state and local laws, regulation and rules, as now or hereafter amended.

ARTICLE 11
AIRPORT SECURITY PROGRAM

Tenant expressly acknowledges and accepts full responsibility to maintain the integrity of the airfield operations area and hereby agrees to fully comply with all federal, state and local laws, rules and security requirements applicable to Tenant's operations, as now or hereafter promulgated or amended, including, but not limited to, Title 14, Part 139 of the Code of Federal Regulations and Title 49, Part 1542 of the Code of Federal Regulations and the Palm Beach County Criminal History Record Check Ordinance (R2003-030). Tenant shall comply with the Airport Security Program and the Air Operations Area (AOA) Vehicle Access Program, and amendments thereto. Notwithstanding any provision of this Lease to the contrary, Tenant shall comply with such other security policies, procedures, rules and regulations as may be prescribed by County, the Department, FAA, or TSA and take such steps as may be necessary or directed by County, the Department, FAA, or TSA to ensure that subtenants, employees, invitees and guests observe these requirements. If required by the Department, Tenant shall conduct background checks of its employees in accordance with applicable federal, state or local laws. Tenant shall pay any and all fees assessed for providing the security badges for Tenant's employees and contractors, and other fees that may be imposed. All costs associated with the construction and repair of the security fence, barriers, access control and monitoring system, including, but not limited to, gates, signs or locks (keying and re-keying), which are installed now or in the future at the Premises shall be borne by Tenant. Tenant shall rectify any security deficiency or other deficiency as may be determined as such by County, the Department, FAA or TSA. In the event Tenant fails to remedy any such deficiency, County may do so at the cost and expense of Tenant. Tenant acknowledges and agrees that County shall have the right to take whatever action is necessary to rectify any security deficiency or other deficiency as may be determined by County, the Department, FAA or TSA. Tenant shall be solely responsible for any fines, penalties, costs, expenses (including attorneys' fees and costs), and damages incurred by County and/or Tenant as a result of Tenant's failure to strictly comply with the requirements of this Article 11. The provisions of this paragraph shall survive the expiration or any other termination of this Lease.

ARTICLE 12
INSURANCE REQUIREMENTS

12.01 Insurance Requirements. Tenant shall maintain at its sole expense, in force and effect at all times during the term of this Lease, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Lease. The requirements contained herein, as well as County's review or acceptance of insurance maintained by Tenant, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Tenant under the Lease. Tenant agrees to notify the County at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

A. Commercial General Liability Insurance. Tenant shall maintain Commercial General Liability Insurance at limits of not less than One Million Dollars ($1,000,000) with a Combined Single Limit Each Occurrence, subject to sub-limits and annual aggregates, where applicable, for Personal Injury, Bodily Injury (including death) and Property Damage and shall include, but not be limited to, Premises and Operations, Personal Injury, Products and Completed Operations, Contractual Liability.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to County upon request.

B. Business Automobile Liability Insurance. Tenant shall maintain Business Automobile Liability Insurance covering all Owned, Hired, and Non-Owned Vehicles used on the Airport in an amount of not less than One Million Dollars ($1,000,000) Combined Single Limit Each Occurrence for Bodily Injury (including death) and Property Damage Liability; provided, however, that if the scope and conduct of Tenant's operations under this Lease require vehicle access to the aircraft operations area, Tenant shall maintain Business Automobile Liability Insurance in an amount not less than Five Million Dollars ($5,000,000) Combined Single Limit Each Occurrence for Bodily Injury (including death) and Property Damage Liability. Notwithstanding the foregoing, if the scope and conduct of Tenant's operations under this Lease do not involve the operation, ownership or use of any vehicle, then this requirement shall include automobile liability for Hired & Non-Owned vehicles only.

Additional Insured Endorsement: The Automobile Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the

endorsement shall be provided to County upon request.

C. Workers' Compensation Insurance & Employer's Liability: Tenant shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.

D. Umbrella or Excess Liability: Umbrella or Excess Liability policy may be used to satisfy the minimum requirements. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability policy; however, the Annual Aggregate limit shall not be less than the highest "each occurrence" limit for either Commercial General Liability or Business Auto Liability. Tenant shall endorse County as an "Additional Insured" on the Umbrella or Excess Liability policy; unless, the policy provides coverage on a "Follow-Form" basis.

E. Waiver of Subrogation: Except where prohibited by law, Tenant hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Tenant shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Tenant enter into such an agreement on a pre-loss basis.

F. Certificates of Insurance: On execution of this Lease, renewal, within forty-eight (48) hours of a request by County, and upon expiration of any of the required coverage throughout the term of this Lease, the Tenant shall deliver to the County or County's designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Lease have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners
c/o Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470
E-Mail: properties@pbia.org

G. Right to Revise or Reject: County, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

ARTICLE 13
DAMAGE OR DESTRUCTION OF PREMISES OR IMPROVEMENTS

13.01 Damage or Destruction. Tenant hereby assumes full responsibility for the condition of the Premises and character, acts and conduct of all persons admitted to the Premises by or with the actual or constructive consent of Tenant or by or with the consent of any person acting for or on behalf of Tenant. If the Premises, improvements, or any part thereof, are damaged in any way whatsoever by the act, default or negligence of Tenant or its sublessees, contractors, employees, officers, licensees, agents or invitees, Tenant shall, at its sole cost and expense, restore the Premises to the condition existing prior to such damage. Tenant shall commence such restoration within thirty (30) days of such damage and shall diligently pursue such restoration to completion in accordance with Article 6 of this Lease. Such repairs, replacements or rebuilding shall be performed by Tenant in accordance with the construction requirements established by the Department. If Tenant fails to restore the Premises as required above, County shall have the right to enter the Premises and perform the necessary restoration, and Tenant hereby expressly agrees that it shall fully assume and be liable to County for payment of the costs incurred by County, plus twenty-five percent (25%) administrative overhead. Such restoration cost, plus the administrative cost, shall be paid to County by Tenant within thirty (30) days from the date of Department's invoice.

13.02 Partial Destruction. If any of the improvements on the Premises are damaged or destroyed in part by fire or other casualty, County may terminate this Lease upon written notice to Tenant within ninety (90) days after the date of any such damage or destruction or commence restoration of the Premises within a commercially reasonable period of time subject to the limitations set forth herein. In the event of restoration of the Premises by County pursuant to this paragraph, Tenant's obligation to pay rental shall be abated proportionately on a square footage basis as to that portion of the Assigned Building Premises rendered unusable by reason of casualty commencing on the date of the casualty. Such abatement shall continue until thirty (30) days after notice by County to Tenant that the Assigned Building Premises have been substantially repaired or restored. Notwithstanding any provision of this Lease to the contrary, County shall have no obligation under this Lease to restore the Premises in the event the casualty was the result of the act, default or negligence of Tenant or its sublessees, contractors, employees, officers, licensees, agents or invitees. In such event, Tenant shall be obligated to restore the Premises in accordance with Section 13.01 above with no abatement in rental.

13.03 Total Casualty. In the event of a total casualty to the Premises, which renders the Premises unusable, as reasonably determined by County, either party shall have the right to terminate this Lease within ninety (90) days of the date of the casualty by delivering a written notice of termination to the other party in accordance with the notice provisions in this Lease; provided, however, Tenant shall not have the right to terminate in the event the casualty was the result of the act, default or negligence of Tenant or Tenant's sublessees, contractors, employees, officers, licensees, agents or invitees. In such event, Tenant shall be obligated to restore the Premises in accordance with Section 13.01 above with no abatement in rental. In the event neither party terminates this Lease pursuant to this Section 13.03 and County elects to restore the Premises, Tenant's obligation to pay rental shall be abated until thirty (30) days after notice by County to

Tenant that the Premises have been substantially repaired or restored.

13.04 Waiver. Tenant hereby waives any claim against County for any and all liability, damages or compensation in the event this Lease is terminated pursuant to Sections 13.02 or 13.03 above.

13.05 Limitations. Notwithstanding any provision of this Lease to the contrary, County shall have no obligation to repair, rebuild or restore Tenant's personal property or fixtures or any improvements made by Tenant to the Premises. In the event County elects to restore or rebuild the Premises following a casualty, County's obligation to restore, rebuild or restore the Premises pursuant to this Lease shall exist only to the extent of the insurance proceeds received by County as a result of such casualty. Tenant shall not be entitled to and hereby waives any claims against County for any compensation or damage for any loss of use of the Premises, in whole or in part, or for any inconvenience or annoyance occasioned by any such damage, destruction, repair or restoration. In addition, County shall not be liable for any damage or inconvenience or interruption of the business of Tenant occasioned by fire or other casualty.

13.06 Insurance Proceeds. Upon receipt by Tenant of the proceeds of any applicable insurance policy or policies, the proceeds shall be deposited in an escrow account approved by County so as to be available to pay for the cost of such repair, replacement or rebuilding. Any insurance proceeds shall be disbursed during construction to pay the costs of such work. If the amount of the insurance proceeds is insufficient to pay the costs of the necessary repair, replacement or rebuilding of such damaged improvements and the damage was caused by Tenant or its sublessees, contractors, employees, officers, licensees, agents or invitees, Tenant shall pay any additional sums required into said escrow account. If the amount of the insurance proceeds is in excess of the costs of repair, replacement or rebuilding, the amount of such excess shall be remitted to Tenant.

ARTICLE 14
ENCUMBRANCES

Tenant shall not, in any manner, mortgage, pledge or otherwise encumber this Lease, the Premises or any improvements now existing or hereinafter erected or constructed upon the Premises without County's prior written consent, which consent may be granted or withheld by County in its sole discretion for any reason or no reason at all. Any such encumbrance without County's approval shall be null and void. This provision shall be construed to include a prohibition against any mortgage, pledge, or encumbrance by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

ARTICLE 15
TITLE TO IMPROVEMENTS

15.01 Title to Improvements. Tenant acknowledges and agrees that County holds and shall hold sole and absolute title to the Premises as of the Commencement Date. During the Term, Tenant shall be deemed to be the owner of all improvements constructed by Tenant upon the

Premises. Upon expiration of the Term or its sooner termination as provided herein, all improvements constructed or placed upon the Premises by Tenant, title to which has not previously vested in County hereunder, shall become the absolute property of County, and County shall have every right, title, and interest therein, free and clear of any liens, mortgages, and other encumbrances. Upon the request of County, Tenant shall provide County with a bill of sale or other evidence of the transfer of ownership of the improvements together with evidence satisfactory to County that the improvements are free from liens, mortgages and other encumbrances.

15.02 Removal of Improvements. Notwithstanding any provision of this Lease to the contrary, County shall be entitled, at its option, to have the Premises returned to County free and clear of some or all of the improvements constructed by Tenant at Tenant's sole cost and expense. In such event, County shall provide timely notification to Tenant of its election to require removal of improvements and, to the extent possible, County shall notify Tenant at least sixty (60) days prior to the expiration or termination of this Lease. Tenant shall have sixty (60) days from date of notice within which to remove the improvements. If Tenant fails to remove the improvements, County may remove the improvements. Tenant agrees that Tenant shall fully assume and be liable to County for payment of all costs of removal of the improvements (whether direct or indirect) incurred by County, plus a twenty-five percent (25%) administrative overhead fee, which costs and administrative overhead fee shall be paid to County by Tenant within thirty (30) days from the date of Department's invoice.

15.03 Survival. The provisions of this Article 15 shall survive expiration or termination of this Lease.

ARTICLE 16
EXPIRATION OF LEASE, DEFAULTS, REMEDIES AND TERMINATION

16.01 Expiration. This Lease shall automatically terminate at the end of the Term, unless terminated sooner as provided for herein.

16.02 Default. A default by Tenant of this Lease, or any contract, permit, lease, or other agreement between County and Tenant, which default has not been cured within the applicable cure period provided in such contract, permit, lease or other agreement, shall constitute a default of this Lease. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant:

A. The vacating or abandonment of the Premises by Tenant.

B. The failure by Tenant to pay any sum due hereunder within three (3) days after the same shall become due.

C. The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, where such failure continues for a period of fifteen (15) days after

written notice thereof from County to Tenant; provided, however, that if the nature of Tenant's default is such that more than fifteen (15) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within such fifteen (15) day period and thereafter diligently pursues such cure to completion. Nothing contained in this paragraph shall be deemed to alter or affect the cure period for performance of any covenant, condition or provision for which a specific time period is provided in this Lease.

D. To the extent permitted by law, (i) the making by Tenant or any guarantor thereof of any general assignment, or general arrangement for the benefit of creditors; (ii) the filing by or against Tenant of a petition to have Tenant adjudged bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy [unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days]; (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

E. A default by Tenant of any other agreement, permit or lease between County and Tenant, which default has not been cured within the applicable cure period provided in such agreement, permit or lease.

Notwithstanding any provision of this Lease, Tenant acknowledges and agrees that County may require Tenant to immediately cease any activity, which could result in an airport hazard or endanger safety of any other Airport user, as reasonably determined by County.

16.03 Remedies. In the event of any default or breach by Tenant, County may at any time thereafter, with or without notice or demand and without limiting any other right or remedy which County may have under the law by reason of such default or breach, elect to exercise any one of the following remedies:

A. Declare the entire rent for the balance of the term or any part thereof due and payable forthwith, and bring an action for the recovery thereof.

B. Terminate Tenant's right to possession of the Premises by any lawful means and reenter and retake possession of the Premises for the account of Tenant, in which case the rent and other sums hereunder shall be accelerated and due in full, and Tenant shall be liable for the difference between the rent which is stipulated to be paid hereunder plus other sums as described herein and what County is able to recover from its good faith efforts to relet the Premises, which deficiency shall be paid by Tenant. Upon such reletting,

all rentals received by County shall be applied, first to the payment of any indebtedness, other than rent due hereunder from Tenant; second, to the payment of any reasonable costs and expenses of such reletting, which shall include all damages incurred by County due to Tenant's default including, but not limited to, the reasonable cost of recovering possession of the Premises including reasonable attorneys' fees, and reasonable real estate commissions paid by County relating to the unexpired term of this Lease; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be paid to Tenant.

C. Treat this Lease as terminated and reenter and retake possession of the Premises for the account of County, thereby terminating any further liability under this Lease on the part of Tenant and County. Notwithstanding the foregoing, County shall have a cause of action to recover any rent remaining unpaid when County retakes possession of the Premises for the account of County.

D. Stand by and do nothing, holding Tenant liable for rent as it comes due.

E. Pursue any other remedy now or hereinafter available to County under the laws of the State of Florida.

Notwithstanding anything in this Lease to the contrary, County shall have the right to bring an action for its damages upon the occurrence of a default by Tenant and County reserves all rights which laws of the State of Florida confer upon a landlord against a tenant in default. Tenant hereby waives any additional notice Tenant may be entitled to pursuant to Florida law.

16.04 Termination by Tenant. Tenant may terminate this Lease, if Tenant is not in default of this Lease (including, but not limited to, its payments to County hereunder), by giving County sixty (60) days advance written notice, upon or after the happening of any one of the following events:

A. The issuance by any court of competent jurisdiction of an injunction in any way preventing the use of the Airport for Airport purposes or a substantial part of the Premises for the purposes permitted hereunder, which injunction remains in force for a period of at least ninety (90) days.

B. The default by County in the performance of any covenant or agreement herein required to be performed by County and the failure of County to remedy such default for a period of thirty (30) days after receipt from Tenant of written notice to remedy same; provided, however, that no notice of cancellation, as provided herein, shall be of any force or effect if County shall have remedied the default prior to receipt of Tenant's notice of cancellation; or in the event the same cannot be cured within such thirty

(30) day period and County has commenced such cure and thereafter diligently pursues the same until completion.

C. The lawful assumption by the United States Government or any authorized agency thereof, of the operation, control, or use of the Airport and facilities, or any substantial part or parts thereof, in such a manner as to substantially restrict the operation of Tenant, for a period of at least ninety (90) days.

16.05 Default by County. County shall not be in default unless County fails to perform obligations imposed upon County hereunder within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to County, specifying wherein County has failed to perform such obligations; provided, however, that if the nature of County's default is such that more than thirty (30) days are reasonably required for its cure then County shall not be in default if County commences performance within such thirty (30) day period and thereafter diligently pursues such cure to completion.

16.06 Surrender of Premises. Tenant expressly agrees that it shall immediately surrender the Premises to County in good condition, upon expiration or termination of this Lease, depreciation and wear from ordinary use for the purpose for which the Premises were leased being excepted. In the event Tenant shall holdover, refuse, or fail to give up the possession of the Premises at the termination of this Lease, Tenant shall be liable to County for any and all damages, and in addition thereto, Tenant shall also be strictly liable to pay to County during the entire time period of such holdover, double rental, as provided for in Section 83.06, Florida Statutes. Tenant shall remove all of its personal property from the Premises prior to the expiration of this Lease. Any personal property of Tenant not removed by Tenant shall become the property of County, or alternatively, may be disposed of by County at Tenant's expense.

ARTICLE 17
ASSIGNMENT AND SUBLETTING

17.01 Assignment by Tenant. Tenant shall not in any manner assign, transfer, mortgage, pledge, encumber, hypothecate or otherwise convey an interest in this Lease, or any portion of Premises, without the prior written consent of County ("Assignment"), which consent may be granted or withheld in County's sole and absolute discretion. Notwithstanding the foregoing, the consent of County shall not be withheld for an Assignment of this Lease in its entirety where all or substantially all of the assets of Tenant are acquired by another entity by reason of a merger or consolidation; provided that the successor entity agrees to assume all obligations of Tenant hereunder and to comply with terms and conditions set forth in this Lease. Tenant further agrees to provide County with such documentation relating to the merger or consolidation of Tenant and the successor entity as County requires in its reasonable discretion.

17.02 Subletting By Tenant. Tenant shall not sublease the Premises, or any portion thereof, without the prior written consent of County, which consent may be granted or withheld in County's sole and absolute discretion. Tenant acknowledges that County's consent to the sublease of the Premises, in whole or in part, shall not release Tenant from its obligations hereunder,

including, without limitation, the obligation to pay the rentals, fees, and charges provided herein.

17.03 General. This Article 17 shall be construed to include a prohibition against any assignment, mortgage, pledge, encumbrance or sublease by operation of law, legal process, receivership, bankruptcy or otherwise, whether voluntary or involuntary.

ARTICLE 18
INDEMNIFICATION

Tenant agrees to protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including attorney fees at trial and appellate levels) and causes of action of every kind and character against, or in which County is named or joined, arising out of this Lease or Tenant's use or occupancy of the Premises, including, without limitation those arising by reason of any damage to property or the environment, or bodily injury (including death) incurred or sustained by any party hereto, or of any party acquiring any interest hereunder, any agent or employee of any party hereto or of any party acquiring an interest hereunder, and any third or other party whomsoever, or any governmental agency, arising out of, or incident to, or in connection with Tenant's acts, omissions or operations hereunder, or the performance, non-performance or purported performance of Tenant, or any breach of the terms of this Lease; provided, however, Tenant shall not be responsible to County for damages resulting out of bodily injury (including death) or damages to property which are judicially determined to be solely attributable to the negligence of County its respective agents, servants, employees and officers. Tenant further agrees to hold harmless and indemnify County for any fines, citations, court judgments, insurance claims, restoration costs or other liability resulting from or in any way arising out of or due to Tenant's activities or operations or use of the Premises, whether or not Tenant was negligent or even knowledgeable of any events precipitating a claim or judgment arising as a result of any situation involving said activities. Said indemnification shall be extended to include all suppliers, furnishers of material, or anyone acting for, on behalf of, or at the request of Tenant. Tenant acknowledges the broad nature of this indemnification and hold-harmless clause and that County would not enter into this Lease without the inclusion of such clause, and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars ($10.00) and such other good and valuable consideration provided by County in support of this indemnification in accordance with laws of the State of Florida. The obligations arising under this Article 18 shall survive the expiration or termination of this Lease.

ARTICLE 19
SIGNS

No signs, posters or similar devices shall be erected, displayed or maintained by Tenant on the Premises without the prior, written consent of County, which consent may be granted or withheld by County for any reason or no reason at all. All signs not approved by County shall be immediately removed at the sole cost and expense of Tenant upon written demand therefor by County.

ARTICLE 20
LAWS, REGULATIONS AND PERMITS

20.01 General.

A. Tenant shall at all times be and shall remain in full and complete compliance with all applicable federal, state and local laws, statutes, regulations, rules, rulings, orders, ordinances and directives of any kind or nature without limitation, as now or hereafter amended or promulgated, including, without limitation, FAA Advisory Circulars and Airport Rules and Regulations.

B. Tenant shall require its appropriate managers, supervisors and employees to attend such training and instructional programs as Department may from time to time require, in connection with policies and procedures related to certification of the Airport under Title 14, Part 139 of the Code of Federal Regulations or the Rules and Regulations of the Department.

20.02 Permits and Licenses Generally. Tenant shall, at its sole cost and expense, obtain, comply with and maintain current any and all permits, licenses and other governmental authorizations required for its operations and activities on the Premises. Upon the written request of County, Tenant shall provide County with certified copies of any and all permits and licenses requested by County pursuant to this Section 20.02.

20.03 Air and Safety Regulation. Tenant agrees that it shall conduct its operations and activities under this Lease in a safe manner, shall comply with all safety regulations of the Department and with safety standards imposed by applicable federal, state and local laws and regulations and shall require the observance thereof by all employees, subtenants, contractors, business invitees and all other persons transacting business with or for Tenant resulting from, or in any way related to, the conduct of Tenant's business on the Airport. Tenant shall procure and maintain such fire prevention and extinguishing devices as required by County and by law and shall at all times be familiar and comply with the fire regulations and orders of County and the fire control agency with jurisdiction at the Airport, as same may now exist or hereafter come into being. Tenant hereby agrees that neither Tenant, nor employee or contractor or any person working for or on behalf of Tenant, shall require any personnel engaged in the performance of Tenant's operations to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health or safety, as determined by standards adopted pursuant to the Occupational Safety and Health Act of 1970, as same may be amended from time to time, as well as all State and local laws, regulations, and orders relative to occupational safety and health.

20.04 Environmental and Natural Resource Laws, Regulations and Permits.

A. Notwithstanding any other provision of this Lease to the contrary, Tenant hereby expressly covenants, warrants, guarantees and represents to County, upon which County expressly relies, that Tenant is knowledgeable of any and all federal, state and local governmental laws, ordinances, regulations,

orders and rules, without limitation, which govern or which in any way, apply to the direct or indirect results and impacts to the environment and natural resources due to, or in any way resulting from, the conduct by Tenant of its operations pursuant to this Lease or upon the Premises. Tenant agrees that it shall comply with all applicable federal, state and local laws, regulations and ordinances protecting the environment and natural resources, as now existing or hereafter amended or adopted, including, but not limited to, the Federal Clean Water Act, Safe Drinking Water Act, Clean Air Act, Resource Conservation Recovery Act, and Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("Superfund").

B. Tenant acknowledges and understands that its operations performed pursuant to this Lease may involve the generation, processing, handling, storing, transporting and disposal of certain hazardous and/or toxic materials which are, or may be, subject to regulation by federal, state or local laws, ordinances, regulations, rules, orders or other governmental rules and requirements.

C. Tenant expressly covenants, warrants, guarantees and represents to County, upon which County expressly relies, that Tenant is knowledgeable of all such governmental laws and regulations governing hazardous and/or toxic waste, ground water contamination, air and water pollution, oil spills, sanitary and industrial waste, pollutants, cooling water and industrial storm water drainage. Tenant further expressly covenants, warrants, guarantees and represents that it is fully qualified to handle and dispose of any and all such hazardous and/or toxic waste materials, and all other pollutants and contaminants, in a manner which is both safe and in full compliance with any and all applicable federal, state and local laws and regulations.

D. Tenant hereby expressly assumes and accepts full responsibility and liability for compliance with all such governmental laws and regulations in the handling and disposal of any and all hazardous waste and/or toxic materials, and all pollutants or contaminants of any kind, resulting from or arising out of Tenant's operations conducted on the Airport, and Tenant shall, prior to commencement of any such operations pursuant to this Lease, secure any and all permits, and properly make all necessary notifications as may be required by any and all governmental agencies having jurisdiction over parties or the subject matter thereof. Tenant further represents, warrants, guarantees and covenants to County, upon which County hereby expressly relies, that Tenant, its employees, agents, contractors, and those persons that are required to be so trained working for, or on behalf of, Tenant have been fully and properly trained in the handling of all such hazardous and toxic waste materials, and other pollutants and contaminants, and that such training, at a minimum, complies with any and all applicable

federal, state and local laws, ordinances, regulations, rulings, orders and standards, as now or hereafter amended.

E. Tenant shall provide to County satisfactory documentary evidence of all such requisite legal permits and notifications, as hereinabove required and as may be further required, upon request, from time to time by County.

F. If Tenant is deemed to be a generator of hazardous waste, as defined by State, Federal or local law:

(1) Tenant shall obtain an EPA identification number and the appropriate generator permit and shall comply with all requirements imposed upon a generator of hazardous waste including, but not limited to, ensuring that the appropriate transportation and disposal of such materials are conducted in full compliance with the law;

(2) Provisions shall be made by Tenant to have an accurate inventory list (including quantities) of all such hazardous, toxic, and other contaminated or polluted materials, whether stored, disposed of, or recycled, available at all times on the Premises for inspection at any time by County;

(3) Tenant shall notify the Palm Beach County Solid Waste Authority, Palm Beach County Environmental Resources Management Department, and such other agencies as County may from time to time designate, of all hazardous waste activities so that Tenant shall be included as a County Generator of such waste; and

(4) Tenant agrees that an emergency coordinator and phone number shall be furnished to the Department, Risk Management Department - Safety Division, and to all appropriate governmental entities having jurisdiction thereof in case of any spill, leak, or other emergency situation involving hazardous, toxic, flammable, and/or other pollutant/contaminated materials.

G. Violation of any part of the foregoing provisions or disposition by Tenant of any sanitary waste, pollutants, contaminants, hazardous waste, industrial cooling water, sewage or any other materials in violation of the provisions of this Article 20 shall be deemed to be a default under this Lease and shall be grounds for termination of this Lease unless cured within ten (10) days of notice from County or as expeditiously as possible if the default cannot be completely cured within the ten (10) day period. Tenant shall be strictly liable for, and hereby expressly assumes all responsibility for all citations, fines, environmental controls and monitoring, clean-up and disposal, restoration and corrective measures resulting from or in any way connected

with the improper use, handling, storage, and/or disposal of all pollutants or contaminated materials, as same are defined by law, by Tenant or by Tenant's employees, invitees, suppliers of service or furnishers of materials or any other person whomsoever, regardless of whether or not a default notice has been issued and notwithstanding any other obligations imposed upon Tenant pursuant to the terms of this Lease. All such remedies of County with regard to environmental requirements as set forth herein shall be deemed cumulative in nature and shall survive expiration or termination of this Lease.

H. Tenant agrees to protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against any and all claims, liability, expenses, losses, costs fines and damages (including reasonable attorney fees at trial and appellate levels), arising from, resulting out of or in any way caused by or connected to Tenant's failure to comply with any and all applicable federal, state and local laws, ordinances, regulations, rulings, orders and standards, now or hereafter promulgated for the purpose of protecting the environment or natural resources. Tenant understands that this indemnification is in addition to and is a supplement of Tenant's indemnification agreement set forth in Article 18 of this Lease. Tenant acknowledges the broad nature of this indemnification and hold-harmless clause and that County would not enter into this Lease without the inclusion of such clause, and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars ($10.00) and such other good and valuable consideration provided by County in support of this indemnification in accordance with laws of the State of Florida. The obligations arising under this Section 20.04(H) shall survive the expiration or termination of this Lease.

ARTICLE 21
AMERICANS WITH DISABILITIES ACT

Tenant shall comply with all applicable requirements of the Americans with Disabilities Act, the State of Florida Accessibility Requirements Manual, and Section 504 of the Rehabilitation Act of 1973 and all implementing rules, regulations and orders, including, but not limited to 28 CFR Parts 35 and 36 and 49 CFR Parts 27 and 37, and shall cooperate with County to ensure Tenant remains in compliance with such requirements throughout the Term of this Lease.

ARTICLE 22
DISCLAIMER OF LIABILITY

COUNTY HEREBY DISCLAIMS, AND TENANT HEREBY RELEASES COUNTY, FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE AND NUISANCE), FOR ANY LOSS, DAMAGE, OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY TENANT, ITS EMPLOYEES,

AGENTS, OR INVITEES DURING THE TERM OF THIS LEASE OR ANY EXTENSION THEREOF INCLUDING, BUT NOT LIMITED TO, LOSS, DAMAGE OR INJURY TO THE IMPROVEMENTS OR PERSONAL PROPERTY OF TENANT OR TENANT'S BUSINESS INVITEES THAT MIGHT BE LOCATED OR STORED ON THE PREMISES, UNLESS SUCH LOSS, DAMAGE OR INJURY IS JUDICIALLY DETERMINED TO HAVE BEEN CAUSED BY COUNTY'S SOLE NEGLIGENCE OR IS CAUSED BY COUNTY'S BREACH OF ITS OBLIGATIONS UNDER THIS LEASE. THE PARTIES HERETO EXPRESSLY AGREE THAT UNDER NO CIRCUMSTANCES SHALL COUNTY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE, AND NUISANCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR ANY OTHER DAMAGE RELATED TO THE LEASING OF THE PREMISES, OR LICENSE TO USE THE LICENSED AREAS, PURSUANT TO THIS LEASE. TENANT RELEASES COUNTY FROM ANY AND ALL LIABILITY RELATING TO ANY INFORMATION PROVIDED BY COUNTY RELATING TO THIS LEASE. FURTHERMORE, TENANT ACKNOWLEDGES AND AGREES THAT ITS USE OF ANY SUCH INFORMATION, WHETHER PREPARED OR PROVIDED BY COUNTY OR OTHERWISE, IN DETERMINING WHETHER TO ENTER INTO THIS LEASE WAS AT ITS SOLE RISK.

ARTICLE 23
GOVERNMENTAL RESTRICTIONS

23.01 Federal Right to Reclaim. In the event a United States governmental agency shall demand and take over the entire facilities of the Airport or the portion thereof wherein the Premises are located for public purposes for a period in excess of ninety (90) days, either party may terminate this Lease by providing written notice of such termination to the other party and the parties shall thereupon be released and fully discharged from any and all liability hereunder arising after such termination or as a result thereof. This Section 23.01 shall not act or be construed as a waiver of any rights Tenant may have against the United States as a result of such taking.

23.02 Federal Review. This Lease is subject to any applicable review by the Federal Aviation Administration to determine satisfactory compliance with Federal law and said Lease shall be in full force and effect and binding upon both parties pending review and approval by said Federal Aviation Administration, if applicable; provided, however, that upon such review all parties hereto agree to modify any of the terms hereof which shall be determined by the Federal Aviation Administration to be in violation of existing laws, regulations or other legally binding requirements.

23.03 County Tax Assessment Right. None of the terms, covenants and conditions of this Lease shall in any way be construed as a release or waiver on the part of County, as a political subdivision of the State of Florida, or any of the public officials of the County of Palm Beach, of the right to assess, levy, and collect any ad valorem, non ad valorem, license, personal, intangible, occupation, or other tax which shall be lawfully imposed on the Premises, the business or property of Tenant.

23.04 Height Restriction. Tenant expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Premises to such a height so as to comply with Title 14, Part 77 of the Code of Federal Regulations, as now or hereafter amended.

23.05 Right of Flight. County reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft now known or hereafter used, for navigation of, or flight in, said airspace for landing on, taking off from, or operating on the Airport.

23.06 Operation of Airport. Tenant expressly agrees for itself, its sublessees, successors and assigns, to prevent any use of the Premises which would interfere with or adversely affect the operation, maintenance or development of the Airport, or otherwise constitute an Airport hazard.

23.07 Release. Tenant acknowledges that noise and vibration are inherent to the operation of Airport and hereby releases County from any and all liability relating to the same.

23.08 Exclusive Rights. Notwithstanding any provision of this Lease to the contrary, Tenant understands and agrees that the rights granted under this Lease are nonexclusive, other than the exclusive right of use of the Assigned Building Premises, and that County may grant similar privileges to another lessee or other lessees on other parts of the Airport.

23.09 Hazardous Wildlife Attractants. Tenant shall be prohibited from using the Premises in a manner which attracts, or has the potential to attract, hazardous wildlife to or in the vicinity of the Airport. Tenant acknowledges that water detention and retention areas are considered wildlife attractants and shall request the approval of County prior to constructing a water detention or retention area within the Premises. If approved by County, water detention or retention areas shall be in compliance with the siting, design and construction requirements of County. Tenant further agrees to comply with the provisions of Federal Aviation Administration Advisory Circular No. 150/5200-33, as now or hereafter amended, as such circular is interpreted by County.

ARTICLE 24
NONDISCRIMINATION

24.01 County Nondiscrimination Provisions. Palm Beach County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the Tenant warrants and represents that throughout the term of the Lease, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Lease.

24.02 Federal Contract Provisions. Tenant shall comply with all applicable requirements of the Federal Contract Provisions set forth in Exhibit "C", which may be amended or updated from time to time upon written notice by County to Tenant, without formal amendment hereto.

ARTICLE 25
COUNTY NOT LIABLE

County shall not be responsible or liable to Tenant for any claims for compensation or any losses, damages or injury whatsoever sustained by Tenant resulting from failure of any water supply, heat, air conditioning, electrical current, or sewage or drainage facility, or caused by natural physical conditions on the Premises, whether on the surface or underground, including stability, moving, shifting, settlement of ground, or displacement of materials by fire, water, windstorm, tornado, hurricane, act of God or state of war, civilian commotion or riot, or any cause beyond the control of County. All personal property placed on or moved on to the Premises shall be at the sole risk of Tenant. County shall not be liable for any damage or loss of any personal property placed or moved on to the Premises.

ARTICLE 26
AUTHORIZED USES ONLY

Notwithstanding anything to the contrary herein, Tenant shall not use or permit the use of the Premises or the Airport for any illegal or improper purpose or for any purpose which would invalidate any policies of insurance, now existing or hereafter written on the Premises or the Airport for County or Tenant.

ARTICLE 27
MISCELLANEOUS

27.01 Waiver. The failure of either party to insist on strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that either party may have for any subsequent breach, default, or non-performance, and neither parties' right to insist on strict performance of this Lease shall be affected by any previous waiver or course of dealing.

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

27.03 Subordination.

A. Subordination to Bond Resolution. This Lease and all rights granted to Tenant hereunder are expressly subordinated and subject to the lien and provisions of the pledge, transfer, hypothecation or assignment made by County in the Bond Resolution, and County and Tenant agree that to the extent permitted by authorizing legislation, the holders of the bonds or their designated representatives may exercise any and all right of County hereunder to the extent such possession, enjoyment and exercise are

necessary to insure compliance by Tenant and County with the terms and provisions of this Lease and Bond Resolution.

B. Subordination to Governmental Agreements. This Lease shall be subject and subordinate to all the terms and conditions of any instrument and documents under which the County acquired the land or improvements thereon, of which the Property are a part, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Tenant understands and agrees that this Lease shall be subordinate to the provisions of any existing or future agreement between County and the United States of America, the State of Florida or any of their respective agencies, the execution of which has been or may be required as a condition precedent to the expenditure of state or federal funds, including, without limitation, grant agreements and associated assurances, (hereinafter collectively referred to as "Grant Obligations"). The Grant Obligations shall be considered incorporated into this Lease by reference, including any amendments or modifications thereto. Notwithstanding any provision of this Lease to the contrary, Tenant agrees it shall comply with all Grant Obligations applicable to Tenant by virtue of this Lease. County agrees to provide Tenant with written notice of any new or amended Grant Obligations, which modify Tenant's obligations hereunder. In the event of conflict between any provision of this Lease and the Grant Obligations, the parties acknowledge and agree the provisions of the Grant Obligations shall prevail.

27.04 Easements. Nothing in this Lease shall impair any existing utility easements, nor impair the right of access to any existing utility lines. County reserves the right to grant utility easements, licenses and rights-of way to others over, under, through, across or on the Premises; provided, however, that such grant is not materially detrimental to the proper conduct of Tenant's operations.

27.05 Relationship of the parties. Tenant or any successor in interest to this Lease, is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and County shall in no way be responsible therefor.

27.06 Governmental Authority. Nothing in this Lease shall be construed to waive or limit the County's governmental authority as a political subdivision of the State of Florida to regulate Tenant or its operations. The County's obligations under this Lease are made in a proprietary capacity, rather than in a governmental capacity and such agreements shall not be construed as limiting, prohibiting or eliminating the obligation of the parties to comply with all applicable rules, regulations, ordinances, statutes and laws, nor alter or impair the County's governmental functions, including, without limitation, the County's right to lawfully exercise its regulatory authority over the development of the Premises, nor as enabling, permitting, or creating any cause of action or claim arising out of the lawful exercise of the County's governmental authority.

27.07 Rights Reserved to the County. All rights not specifically granted Tenant by this Lease are reserved to County.

27.08 Invalidity of Clauses. The invalidity of any portion, article, paragraph, provision, clause or any portion thereof of this Lease shall have no effect upon the validity of any other part or portion hereof.

27.09 Governing Law. This Lease shall be governed by and in accordance with the laws of the State of Florida.

27.10 Venue. Venue in any action, suit or proceeding in connection with this Lease shall be filed and held in a State court of competent jurisdiction located in Palm Beach County, Florida.

27.11 Inspections. Notwithstanding any provision of this Lease to the contrary, Tenant agrees that authorized employees and representatives of County and any federal, state and local governmental entity having jurisdiction over Tenant's operations or activities on the Premises shall have the right of access to the Premises at all reasonable times for the purposes of inspection for compliance with the provisions of this Lease and applicable laws.

27.12 Notices. All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service or overnight mail, telecopied or faxed (provided in each case a receipt is obtained), or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services or overnight mail, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designated the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

County:

Palm Beach County Department of Airports
Attn: Director of Airports
846 Palm Beach International Airport
West Palm Beach, Florida 33406-1470
Fax: 561-471-7427

With a copy to:

Attn: Airport Attorney
Palm Beach County Attorney's Office
301 North Olive Ave, Suite 601
West Palm Beach, FL 33401
Fax: 561-355-4398

Tenant:

LSG Sky Chefs North America Solutions, LLC.
Attn: John H. Hayes
5040 Riverside Dr. Building 1. Suite 200
Irving, TX 75039
E-mail: John.H.Hayes@LSGSkyChefs.com

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

27.13 Paragraph Headings. The heading of the various articles and sections of this Lease 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 Lease or any part or parts of this Lease.

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

27.15 No Recording. Neither this Lease, nor any memorandum or short form hereof, shall be recorded in the Public Records of Palm Beach County, Florida, without the prior written consent of County.

27.16 Binding Effect. The terms, conditions and covenants of this Lease shall inure to the benefit of and be binding upon the parties hereto and their successors, assigns and subtenants, if any. This provision shall not constitute a waiver of any prohibitions against or limitations regarding assignment or subletting.

27.17 Performance. The parties expressly agree that time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

27.18 Non-Exclusivity of Remedies. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or inequity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

27.19 Construction. No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Lease. Thus, the terms of this Lease shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof, shall be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Lease and the same shall remain in full force and effect.

27.20 No Broker. Tenant represents and warrants that Tenant has not dealt with any real estate salesperson, agent, finder or broker in connection with this Lease and further agrees to indemnify, defend and hold harmless County from and against any claims or demands of any such salesperson, agent, finder or broker claiming to have dealt with Tenant. The foregoing indemnification shall include all costs, expenses and fees, including reasonable attorney's fees plus cost at trial and all appellate levels, expended or incurred in the defense of any such claim or demand. The obligations set forth in this paragraph shall survive the termination of this Lease.

27.21 Public Entity Crimes. As provided in Section 287.132-133, Florida Statutes, by entering into this Lease or performing any work in furtherance hereof, Tenant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the effective date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

27.22 Consent or Action. In this Lease is silent as to the standard for any consent, approval, determination, or similar discretionary action, the standard shall be at the sole, absolute and unfettered discretion of the County or Department, rather than any implied standard of good faith, fairness or reasonableness. Wherever this Lease requires the County or Department's consent or approval or permits the County or Department to act, such consent, approval or action may be given or performed by the Director.

27.23 Entirety of Agreement. The parties agree that this Lease sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Lease may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

27.24 Annual Appropriation. Nothing in this Lease shall obligate County, during any fiscal year, to expend money or incur any liability that involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. County's obligations under this Lease, which involve the expenditure of money, shall be subject to annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners in accordance with Chapter 129, Florida Statutes, as it may be amended.

27.25 Incorporation by References. Exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Lease by such reference.

27.26 Radon. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from County's public health unit.

27.27 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.

27.28 Survival. Notwithstanding any early termination of this Lease, Tenant shall remain obligated hereunder to perform any duty, covenant or obligation imposed upon Tenant hereunder arising prior to the date of such termination.

27.29 Scrutinized Companies.

A. As provided in section 287.135, Florida Statutes, as may be amended, by entering into this Lease or performing any work in furtherance hereof, the Tenant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to section 215.4725, Florida Statutes, as may be amended. Pursuant to section 287.135(3)(b), Florida Statutes, as may be amended, if Tenant is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Lease may be terminated at the option of the County.

B. When Lease value is greater than $1 million: As provided in section 287.135, Florida Statutes, as may be amended, by entering into this Lease or performing any work in furtherance hereof, the Tenant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Terrorism Sectors List created pursuant to section 215.473, Florida Statutes, as may be amended, or is engaged in business operations in Cuba or Syria. Pursuant to section 287.135(3)(a), Florida Statutes, as may be amended, if Tenant is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or been engaged in business operations in Cuba or Syria, or has been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, this Lease may be terminated at the option of the County.

If the County determines, using credible information available to the public, that a false certification has been submitted by Tenant, this Lease may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Lease shall be imposed, pursuant to section 287.135, Florida Statutes, as may be amended. Said certification must also be submitted at the time of Lease renewal, if applicable.

27.30 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 the 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.

27.31 Human Trafficking Affidavit. Tenant warrants and represents that it does not use coercion for labor or services as defined in Section 787.06, Florida Statues. Tenant has executed Exhibit "B", Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

27.32 Effective Date. This Lease shall become effective when executed by the parties hereto.

27.33 Digital Accessibility Compliance. Tenant acknowledges that the County is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. Tenant represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Lease that may be electronically displayed, accessed, distributed, or made available to the public by the County shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice.

All electronic documents submitted to the County, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery.

Tenant shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Lease. Upon request, Tenant shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the County to be noncompliant, Tenant shall promptly remediate the noncompliance at no additional cost to the County and within a timeframe specified by the County. Tenant shall ensure that any third-party digital content or platforms used in performance of this Lease either comply with the requirements herein or that an accessible alternative acceptable to the County is provided.

Failure to comply with this subsection shall constitute a material breach of this Lease.

{Remainder of this page intentionally left blank.}

IN WITNESS WHEREOF, County has caused this Lease to be signed by the Director of Airports, pursuant to the authority granted by the Board, and Tenant has caused these presents to be signed in its lawful name by its duly authorized officer, and the seal of Tenant to be affixed hereto the day and year first written above.

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

A. Andujar
Signature

Allison Andujar
Print Name

Signature

Megan Lyris
Print Name

PALM BEACH COUNTY, a political subdivision of the State of Florida, by its Department of Airports

By: _____
Director, Department of Airports

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
County Attorney

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

_____
Signature

John Hayes
Print Name

_____
Signature

Ying Zhou
Print Name

TENANT:
Sky Chefs, LLC

By: _____
Signature

Erik Olund
Print Name

CEO
Title

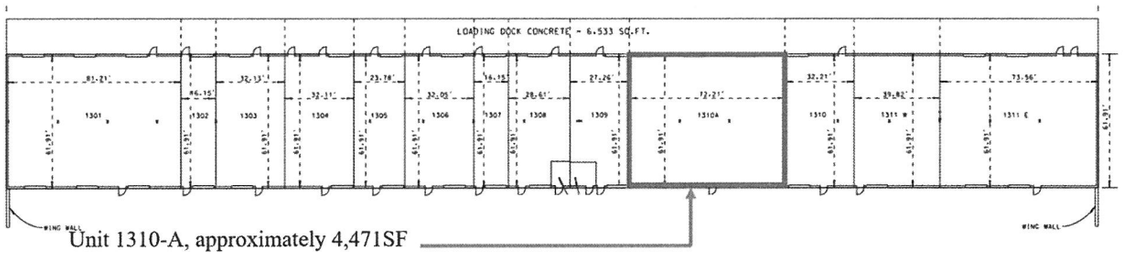
(Seal)

EXHIBIT "A"

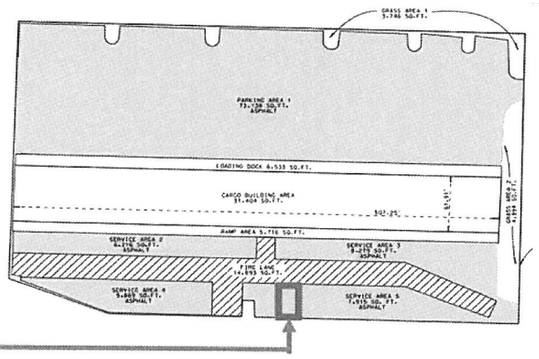
"ASSIGNED BUILDING PREMISES"

AND

"LICENSED AREAS"



Unit 1310-A, approximately 4,471SF



Paved Asphalt w/in Service Area 5
Approximately 447 SF

EXHIBIT "B"

NONGOVERNMENTAL ENTITY HUMAN
TRAFFICKING AFFIDAVIT (§ 787.06(13), *Fla. Stat.*)

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Sky Chefs, LLC Concessionaire and attest that Concessionaire does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

(signature of officer or representative)

Erik Olund, CEO
(printed name of officer or representative)

State of Texas

County of Dallas

Sworn to and subscribed before me by means of ■ physical presence or ■ online notarization this, 9 day of April 2026, by Audra Jenkins.

Personally known ■ OR produced identification ■.

Type of identification produced _____.

NOTARY PUBLIC
My Commission Expires: 2-2-30
State of Texas at large

AUDRA JENKINS
Notary Public, State of Texas
Comm. Expires 02-02-2030
Notary ID 124066394

(Notary Seal)

EXHIBIT "C"

FEDERAL CONTRACT PROVISIONS

A. Title VI Clauses for Compliance with Nondiscrimination Requirements. During the performance of this Contract, the Tenant, for itself, its assignees, and successors in interest, agrees as follows:

1. Compliance with Regulations. The Tenant will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities ("Nondiscrimination Acts and Authorities" as set forth in paragraph B below), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.

2. Nondiscrimination. The Tenant, with regard to the work performed by it during this Contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Tenant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when this Contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21, including amendments thereto.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation made by the Tenant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Tenant of the Tenant's obligations under this Contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports. The Tenant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Tenant is in the exclusive possession of another who fails or refuses to furnish the information, the Tenant will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of a Tenant's noncompliance with the non-discrimination provisions of this Contract, the County will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

   a. Withholding payments to the Tenant under this Contract until the Tenant complies; and/or

   b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions. The Tenant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Tenant will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Tenant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Tenant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Tenant may request the United States to enter into the litigation to protect the interests of the United States.

B. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Contract, the Tenant, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities, as may be amended, including, but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964), including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and c ontractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

C. Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.

1. The Tenant for itself and its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Tenant will use the Tenant Premises and any License Area in compliance with all other requirements imposed by or pursuant to the Nondiscrimination Acts And Authorities.
2. In the event of breach of any of the above nondiscrimination covenants, the County will have the right to terminate this Contract and to enter or re-enter and repossess any areas licensed for the Tenant' use hereunder and the facilities thereon, and hold the same as if this Contract had never been made or issued.

D. Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program. The Tenant for itself and its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Contract for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Tenant will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. In the event of breach of any of the above nondiscrimination covenants, the County will have the right to terminate this Contract and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if this Contract had never been made or issued.

E. General Civil Rights Provision. The Tenant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Tenant transfers its obligation to another, the transferee is obligated in the same manner as the Tenant. This provision obligates the Tenant for the period during which the property is owned, used or possessed by Tenant and the Airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

EXHIBIT "D"
DISCLOSURE OF OWNERSHIP INTERESTS AFFIDAVIT

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

STATE OF Texas
COUNTY OF Dallas

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

1. Affiant appears herein as:
[ ] an individual ***or***
[X] the Secretary of Sky Chefs, LLC.
[position—e.g., sole proprietor, president, partner, etc.] *[name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.]*. The Affiant or the entity the Affiant represents herein seeks to do business with Palm Beach County through its Board of County Commissioners.

2. Affiant's address is: 5040 Riverside Dr., Blg. 1, S. 200, Irving, TX 75039.

3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon by Palm Beach County and the Board of County Commissioners. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

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.

Yvette Harpum, Affiant
(Print Affiant Name)

Sworn to (or affirmed) and subscribed before me by means of ■ physical presence ■ online notarization, this 9 day of April, 2026 by Audra Jenkins, who is personally known to me -OR- produced _____ as identification and who did take an oath.

STATE OF Texas
COUNTY OF Dallas

(Signature of Notary)
Audra Jenkins
(Notary's Printed Name)

AUDRA JENKINS
Notary Public, State of Texas
Comm. Expires 02-02-2030
Notary ID 124066394

My Commission Expires: 2-2-30

EXHIBIT "D"

Affiant must identify all entities and individuals owning five percent (5%) or more ownership interest in Affiant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant's principal is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to any nonprofit corporation, government agency, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name	Address
LSG Sky Chefs USA, LLC	5040 Riverside Dr., Bldg. 1, S. 200
	Irving, TX 75039

Docusign Envelope ID: 4A961DF4-381C-44F2-AB4A-D5B9344D607B

SKY CHEFS, LLC

WRITTEN CONSENT
OF THE MANAGER

February 3, 2026 ("Effective Date")

THE UNDERSIGNED, being the sole Manager of Sky Chefs, LLC, a Delaware limited liability company (the "Company"), hereby consents to taking the actions set forth below and approves the resolutions set forth below without a meeting, effective as of the Effective Date, pursuant to Section 18-404(d) of the Limited Liability Company Act of the State of Delaware, as amended, and Section 4.3(f) of the Limited Liability Company Agreement of the Company, dated as of December 31, 2024 (the "LLC Agreement").

1. Officers.

RESOLVED, that the resignations and removals of previous officers of the Company who have tendered resignations, left the employ of the Company, or have otherwise been removed as such officers, including Greg Anderson (CEO) and Don Hinderliter (Secretary) be, and hereby are, in all respects ratified, confirmed, and approved.

FURTHER RESOLVED, that the following individuals be, and hereby are, elected to the offices set forth below opposite their names, each to hold office until their successors are duly elected and qualified or until their earlier deaths, resignations, or removals:

Names	Office(s)
Erik Olund	CEO
Yvette Harpum	Secretary

FURTHER RESOLVED, that giving effect to the foregoing resolutions, the following individuals are all of the officers of the Company and constitute the entire slate of officers of the Company serving pursuant to the LLC Agreement, as of the Effective Date:

Names	Office(s)
Erik Olund	CEO
Nathan Oujezdsky	CFO
Tone Cresswell	CCO
Yvette Harpum	Secretary
Joel Kennon	Assistant Secretary

2. Miscellaneous.

RESOLVED, that each officer of the Company, or such other person that any of them shall designate, by power of attorney, delegation of authority, or otherwise, acting jointly or severally, with single signature authority (the "Authorized Representatives", and each an "Authorized Representative") be, and hereby is, authorized and directed to take any additional action and execute such additional agreements, documents, instruments and certificates, and to take all such other additional steps as in his or her or their judgment are deemed necessary or desirable to carry out the effect of the foregoing resolutions and, in connection therewith, the foregoing approval will be deemed to include any specific "form of resolutions"

Docusign Envelope ID: 4A961DF4-381C-44F2-AB4A-D5B9344D607B

IN WITNESS WHEREOF, the undersigned has duly executed this Written Consent of the Manager of Sky Chefs, LLC, effective as of the Effective Date.

Signed by:

0624132A31E0465...

Erik Olund

2/4/2026

EBIX

Palm Beach County
Compliance Summary Report

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX00003636	**Sky Chef LLC**	Modified	Compliant					PBI-SE-26-01	Cargo Building Lease Agreement
		A+g . XV	Zurich American Insurance Company	BAP011118309	8/1/2026	8/1/2027	Auto Liability		
		A+g . XV	Zurich American Insurance Company	GLO011118209	8/1/2026	8/1/2027	General Liability		
		A+g . XV	American Zurich Insurance Company	WC011118110	8/1/2026	8/1/2027	Workers Comp		

Risk Profile : Standard - General Services

Required Additional Insured : Palm Beach County Board of County Commissioners

Ownership Entity :

Liberty Mutual. SURETY

LEASE BOND

KNOW ALL BY THESE PRESENTS

Bond 674228003

That we, Sky Chefs, LLC as principal, and Liberty Mutual Insurance Company, a corporation duly organized and existing under and by virtue of the laws of the State of Massachusetts, as Surety, are held and firmly bound unto, Palm Beach County in the sum of Six Thousand, Seven Hundred Six and 50/100 ($6,706.50), lawful money of the United States of America, to be paid to Palm Beach County for which payment well and truly to be made, we bind ourselves, our heirs, executors, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a Lease Agreement, dated _____, with the Department of Airports, Palm Beach County, Florida, for the use of the premises, as described in the articles of the said Lease Agreement.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall faithfully make all payments required under said Lease Agreement, (which by reference is made a part hereof), then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, THAT THIS BOND IS EXECUTED BY THE PRINCIPAL AND SURETY AND ACCEPTED BY THE OBLIGEE SUBJECT TO THE FOLLOWING EXPRESS CONDITIONS:

1. The term of this bond shall be from April 27, 2026 to until cancelled.

2. The liability of the Surety shall in no event exceed, ($6,706.50) Six Thousand, Seven Hundred Six and 50/100, in the aggregate, the penal sum of this bond.

3. No assignment shall be effective without the written consent of the surety.

4. All suits, actions against this bond must be brought within 30 days of the termination of the Lease or bond whichever shall occur first.

5. It is understood and agreed that the obligation of the Surety may be terminated by the Surety by giving ninety (90) days advance notice in writing to the Obligee.

SIGNED, SEALED AND DATED THIS April 27, 2026.

Sky Chefs, LLC
(Principal)

BY: Joel Kiernan

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

Liberty Mutual Insurance Company
(Surety)

BY: Christy M. Braile, Attorney-in-Fact

LMS-12078 03/22

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8215589-674009**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Christy M. Braile

all of the city of Kansas City state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of February, 2026.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 12th day of February, 2026 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27th day of April, 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.