

003880-001

FEDERAL MARITIME COMMISSION

7-3880-1

AMENDMENT TO LEASE AGREEMENT

This Amendment to Lease Agreement, made and entered into at Riviera Beach, Florida, effective the 1st day of February, 1980, by and between the PORT OF PALM BEACH DISTRICT, a quasi-public corporation and political subdivision of the State of Florida, organized and existing under and by virtue of Chapter 7081, Laws of Florida, Acts of 1915, and subsequent and supplemental amendatory Acts thereto, with its principal place of business in Riviera Beach, Palm Beach County, Florida, hereinafter sometimes referred to as the "DISTRICT," and BIRDSALL, INC., hereinafter sometimes referred to as the "CORPORATION."

WITNESSETH:

WHEREAS, the CORPORATION and the DISTRICT have previously entered into an agreement on February 1, 1980; and

WHEREAS, it appears that the square footage of one of the parcels leased by the DISTRICT to the CORPORATION, as set forth in the February 1, 1980 Lease was in error,

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Modification of Lease. Section Two of the Lease of February 1, 1980, entitled, "TERM AND RENT," is hereby amended to decrease the total annual rent from One Hundred Eighty-Five Thousand, One Hundred Thirty-Four and 86/100 (\$185,134.86) Dollars per year to One Hundred Eighty-Four Thousand, Two Hundred Ninety-Two and 28/100 (\$184,292.28) Dollars, per year, with said payments to be decreased from Fifteen Thousand, Four Hundred Twenty-Seven and 90/100 (\$15,427.90) Dollars per month to Fifteen Thousand, Three Hundred Fifty - Seven and 69/100 (\$15,357.69) Dollars per month.

Section 2. Modification of Lease Description. Section One of the Lease of February 1, 1980, is hereby amended by deletion from the original Lease the legal description set forth in Composite Attachment 2, consisting of fourteen (14) separate metes and bounds legal descriptions, deleting therefrom the metes and bounds description of Lease No. 9, dated September 7, 1979, and substituting therefore the attached metes and bounds description of Lease Area No. 9, dated January 25, 1980.



IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by the respective corporate officers, who have hereunto affixed the corporate seal of each the date below indicated, and this Amended Lease Agreement has been executed in duplicate at Riviera Beach, Florida, and each shall be considered an original.

Executed in the presence of:

[Signature]

Claretta T. Moore
As to the DISTRICT

Date Executed: 3/18/50

[Signature]

Gene Hauke
As to the CORPORATION

Date Executed: 18 March 1950

PORT OF PALM BEACH DISTRICT

By: *[Signature]*
C. Ben Holleman, Chairman

Attest: *[Signature]*
Dr. Stanley L. Weiss
Secretary
(CORPORATE SEAL)

BIRDSALL, INC.

By: *[Signature]*

Attest: *[Signature]*
(CORPORATE SEAL)

Port of Palm Beach
Job No. 53-4 File 5.2
By: MWM Check: MGB
January 25, 1980

DESCRIPTION
BIRDSALL LEASE AREA
Section 33, Township 42 South, Range 43 East
Riviera Beach, Florida
Lease No. 9

A parcel of land lying in part of Section 33, Township 42 South, Range 43 East, City of Riviera Beach, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Southeast Corner of the Southwest One-Quarter of said Section 33;

thence North $02^{\circ} 27' 55''$ East along the West Right-of-Way Line of Avenue "F" and its southerly extension, a distance of 1,564.64 feet;
thence North $88^{\circ} 21' 46''$ West, a distance of 120.00 feet;
thence North $02^{\circ} 27' 55''$ East, a distance of 5.66 feet to the POINT OF BEGINNING of this description, said point being the beginning of a curve concave to the Northeast having a radius of 707.80 feet and a central angle of $13^{\circ} 21' 10''$, and whose tangent at this point bears South $85^{\circ} 53' 07''$ East;
thence westerly and northwesterly along the arc of said curve, a distance of 164.95 feet to a point of compound curvature;
thence northwesterly along the arc of a curve concave to the northeast having a radius of 395.28 feet and a central angle of $28^{\circ} 21' 27''$, a distance of 195.64 feet to a point of compound curvature;
thence northwesterly along the arc of a curve concave to the northeast having a radius of 610.00 feet and a central angle of $23^{\circ} 36' 55''$, a distance of 251.42 feet;
thence North $20^{\circ} 33' 35''$ West along the tangent to said curve, a distance of 117.93 feet to a point on the South Right-of-Way Line of State Road 710 (Inlet Boulevard) as now laid out and in use; said point being on the arc

Legal Description
Birdsall Lease Area
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By: MWM Check: MGB
January 25, 1980

of a curve concave to the North having a radius of 7,679.44 feet and a central angle of $04^{\circ} 13' 36''$ and whose tangent at this point bears North $89^{\circ} 18' 53''$ West;

thence easterly along the arc of said curve and said South Right-of-Way Line, a distance of 566.51;

thence North $86^{\circ} 27' 31''$ East along the tangent to said curve, a distance of 75.97 feet to a point on said West Right-of-Way Line of Avenue "F",

thence South $02^{\circ} 27' 55''$ West, a distance of 228.03 feet;

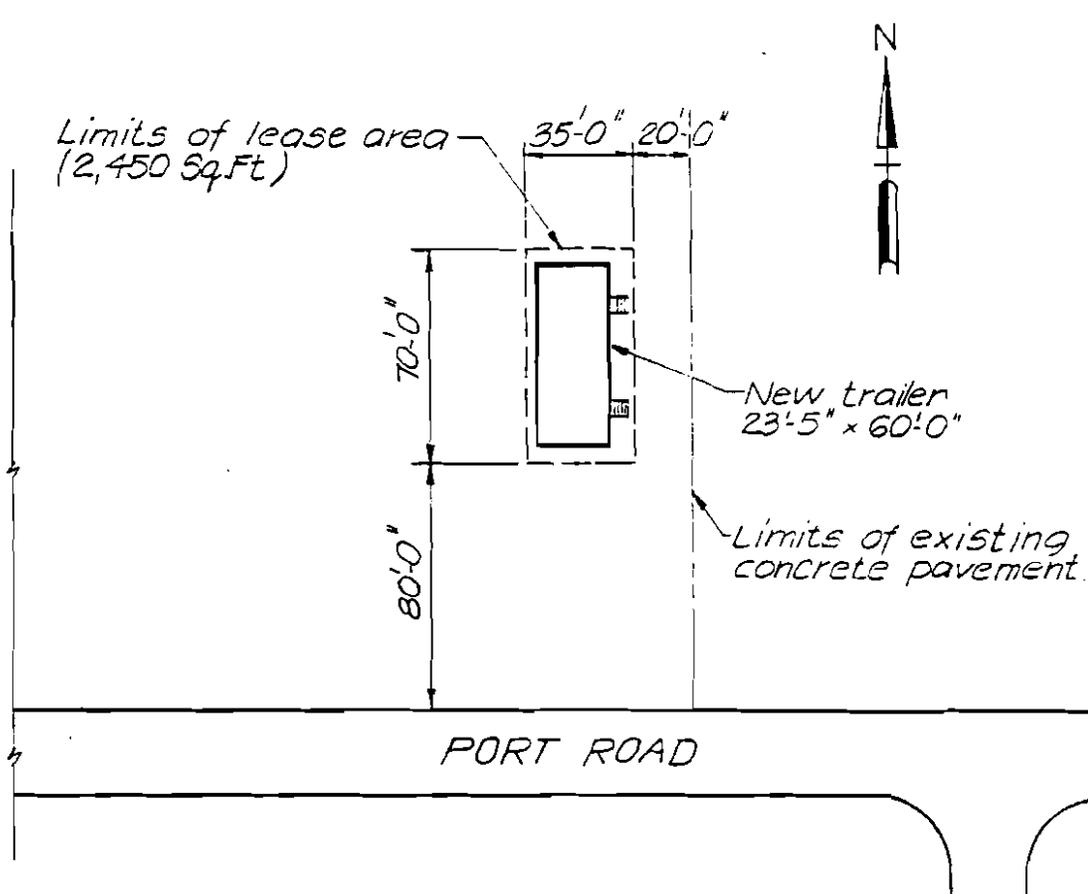
thence North $88^{\circ} 21' 46''$ West, a distance of 120.00 feet;

thence South $02^{\circ} 27' 55''$ West, a distance of 248.34 feet to the POINT OF BEGINNING.

Containing 4.595 Acres (200,158 Ft²).

Subject to existing Rights-of-Way, Easements, Restrictions and Reservations of Records, if any.

NOTE: Bearings and distance as shown are based on a sketch by Dailey-Fotorny, Inc., Job No. L-79-0145, dated June 20, 1979.



SITE PLAN
Scale 1" = 50'-0"

GEE & JENSON ENGINEERS-ARCHITECTS-PLANNER WEST PALM BEACH, FLORIDA				
LEASE AREA BIRDSALL INC. PORT OF PALM BEACH				
DESIGNED MINN	DRAWN ZF	CHECKED MINN	JOB NO 53-4	DRAN
DATE 4-24-90	SCALE 1" = 50'	APPROVED	FILE NO 5.2	SHEET



STATE OF FLORIDA

COUNTY OF PALM BEACH

C E R T I F I C A T E

I, Stanley L. Weiss, Secretary-Treasurer of the Board of Commissioners of the Port of Palm Beach District, do hereby certify that the copy of lease submitted herewith is a true copy of the original lease by and between the Port of Palm Beach District and

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Board this 21st day of December, 1979


Secretary-Treasurer
Board of Commissioners of
the Port of Palm Beach District

LEASE AGREEMENT



THIS LEASE AGREEMENT, made and entered into at Riviera Beach, Florida, effective the 1st day of February, 1980, by and between the PORT OF PALM BEACH DISTRICT, a quasi-public corporation and political subdivision of the State of Florida, organized and existing under and by virtue of Chapter 7081, Laws of Florida, Acts of 1915, and subsequent and supplemental and amendatory acts thereto, with its principal place of business in Riviera Beach, Palm Beach County, Florida, hereinafter sometimes referred to as the "DISTRICT", and BIRDSALL, INC., hereinafter sometimes referred to as the "CORPORATION".

W I T N E S S E T H :

WHEREAS, the CORPORATION has previously entered into numerous separate lease agreements for separate and distinct parcels of property, both improved and unimproved, with the DISTRICT; and

WHEREAS, the CORPORATION has requested that these Lease agreements be consolidated, combined and modified so as to be replaced by a single lease agreement, encompassing all of the parcels of property, both improved and unimproved, with a commonality of terms, including but not limited to lease term, renewal options, and increases in rent payments; and

WHEREAS, the DISTRICT is willing to so accommodate the CORPORATION under the further terms and conditions hereof, which shall increase the rental payments due to the DISTRICT over that presently being received under the various separate leases; and

WHEREAS, the DISTRICT represents to the CORPORATION that it does not intend, during the term of this lease, to materially restrict or reduce the size of the present common area of the DISTRICT available to the CORPORATION and the other tenants of DISTRICT.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, and in full and free knowledge of the parties to the other, it is mutually covenanted and agreed by and between the DISTRICT and the CORPORATION, as follows:

SECTION ONE

SUBJECT AND PURPOSE

The DISTRICT hereby grants unto the CORPORATION the exclusive use of those certain lands both improved and unimproved located at the Port of Palm Beach Terminal, Palm Beach County, City of Riviera Beach, Florida, described on Attachment 1, a map of the Port of Palm Beach Lease Map for Birdsall, Inc., by circled numbers from 1 to 10, inclusive, and more particularly described on Composite Attachment 2, consisting of fourteen (14) separate metes and bounds legal description of the fourteen (14) improved and unimproved parcels being leased to the CORPORATION, made a part hereof, for the purpose of warehousing, maintenance facilities, office, storage and parking spaces under the further conditions hereof. The CORPORATION acknowledges that no representation or warranties as to the condition or fitness of the leased premises for any such use or purpose have been made or are made by this Lease Agreement or the District, except that it shall be useful for the purposes of maritime commerce.

SECTION TWO

TERM AND RENT

The CORPORATION shall have and hold the aforesaid premises, together with the improvements erected thereon, if any, and the non-exclusive right to use the DISTRICT'S lands and dock facilities designated by the DISTRICT from time to time as common area for all tenants of the DISTRICT for the loading and unloading of the CORPORATION'S vessels, if any, for the initial term of twenty (20) years, commencing as of the effective date of this Agreement. The CORPORATION shall yield and pay the DISTRICT for the use of the said leased premises, the following lease charge:

A. The sum of \$185,134.86 per year, as set forth in Attachment 3 hereof, payable in twelve (12) installments of \$15,427.99, with each monthly installment to be due and payable on the first (1st) day of each and every calendar month during the said term. In addition, the CORPORATION shall pay all applicable Florida Sales Taxes and Real Estate Taxes on the rental of the leased premises, and all other taxes and charges.

B. Subsequent lease charges for a renewal term of ten (10) years and periodically every five (5) years during the initial term, shall

be determined pursuant to the cost of living escalation formula set forth in SECTION THIRTEEN hereof.

SECTION THREE

ADDITIONAL RENT

In addition to the monthly rental charge specified hereinabove in SECTION TWO, the CORPORATION shall pay unto the DISTRICT all applicable charges as specified in the then current tariff published by the said DISTRICT during the term of this Agreement, which shall include, but not be limited to, reasonable charges for line handling, dockage, wharfage and all other tariff charges, and all taxes, other charges, costs and expenses that the CORPORATION assumes or agrees to pay hereunder, together with all interest and penalties that may accrue thereon under any other provisions hereof, or otherwise in the event of the failure of the CORPORATION to pay these items when due.

SECTION FOUR

PERMITS

The parties hereto agree and understand that if it is necessary to improve the premises for the purposes set forth herein, or repair any improvements presently located thereon, or subsequently constructed thereon, other permissive grants shall be required to be obtained from governmental and regulatory bodies, and that responsibility is the duty and the sole expense of the CORPORATION. The DISTRICT agrees to cooperate with the CORPORATION and the governmental and regulatory agencies for the issuance of any such required permits, and not fail to reasonably comply with governmental and regulatory agency regulations imposed directly upon the DISTRICT. The CORPORATION has the right to terminate a portion of this lease, with regard to parcel 9 and 10, if by June 1, 1980 it has not obtained a building permit for said parcels and the failure to do so was caused by the DISTRICT not complying with applicable governmental and regulatory agencies.

SECTION FIVE

INSURANCE

A. The CORPORATION shall, during the entire term hereof, keep in full force and effect a policy of public liability and property damage insurance with respect to the leased premises, the wharf and appurtenant

access ways thereto of the leased premises, and the business operated by the CORPORATION and any sub-tenants of the CORPORATION in the leased premises, in which the limits of public liability shall not be less than Two Hundred Thousand Dollars (\$200,000.00) per person for bodily injuries or death; and One Million Dollars (\$1,000,000.00) per accident involving more than one person, and property damages liability in an amount not less than Five Hundred Thousand Dollars (\$500,000.00). The policy shall name DISTRICT and CORPORATION as insured, and shall contain a clause that the insurer shall not cancel or change the insurance policy without first giving the DISTRICT ten (10) days prior written notice. The DISTRICT reserves the reasonable right to require an increase in the amounts of said insurance coverage, from time to time during the initial term or renewal term hereof without consent of CORPORATION, provided, however, said increases shall not result in the CORPORATION being required to insurance with coverage limits greater than the highest insurance coverage limits required by any other tenant of the DISTRICT.

B. The CORPORATION shall, as to any alterations, additions, improvements made or erected by it during the term of this lease, expense, keep any such improvements or buildings insured against damage from fire, casualty, vandalism and malicious mischief, with extended coverage available so long as such coverage is generally available in the community. Said insurance shall name both the DISTRICT and CORPORATION as insureds in proportion to their interests to the improvements. All such policies of insurance shall be assigned to the DISTRICT, as security for the replacement of any improvement constructed by CORPORATION that may be destroyed. The proceeds held by the DISTRICT for use by the CORPORATION for the replacement of the damaged improvement, with a building of the same purpose, or better unless otherwise agreed upon between them.

(i) The CORPORATION shall have the duty to have the aforesaid improvements made by it repaired and restored as soon as accomplished in as quick a period of time as is reasonable. The use of the premises shall be allowed to the CORPORATION while such repairs are being made.

(ii) All expenses of repair and restoration shall be borne by the CORPORATION.

access ways thereto of the leased premises, and the business operated by the CORPORATION and any sub-tenants of the CORPORATION in the leased premises, in which the limits of public liability shall not be less than Two Hundred Thousand Dollars (\$200,000.00) per person for bodily injuries or death; and One Million Dollars (\$1,000,000.00) per accident involving more than one person, and property damages liability in an amount not less than Five Hundred Thousand Dollars (\$500,000.00). The policy shall name DISTRICT and CORPORATION as insured, and shall contain a clause that the insurer shall not cancel or change the insurance policy without first giving the DISTRICT ten (10) days prior written notice. The DISTRICT reserves the reasonable right to require an increase in the amounts of said insurance coverage, from time to time during the initial term or renewal term hereof without consent of CORPORATION, provided, however, said increases shall not result in the CORPORATION being required to carry insurance with coverage limits greater than the highest insurance coverage limits required by any other tenant of the DISTRICT.

B. The CORPORATION shall, as to any alterations, additions or improvements made or erected by it during the term of this lease, at its expense, keep any such improvements or buildings insured against loss or damage from fire, casualty, vandalism and malicious mischief, with full extended coverage available so long as such coverage is generally provided in the community. Said insurance shall name both the DISTRICT and the CORPORATION as insureds in proportion to their interests to the improvements. All such policies of insurance shall be assigned by the CORPORATION to the DISTRICT, as security for the replacement of any improvement constructed by CORPORATION that may be destroyed, and the proceeds held by the DISTRICT for use by the CORPORATION for the replacement of the damaged improvement, with a building of the same quality and purpose, or better unless otherwise agreed upon between the parties.

(i) The CORPORATION shall have the duty to promptly cause the aforesaid improvements made by it repaired and restored, same to be accomplished in as quick a period of time as is reasonable. No abatement in rent shall be allowed to the CORPORATION while such repairs are being made.

(ii) All expenses of repair and restoration above and

beyond the insurance proceeds shall be paid for by the CORPORATION.

C. The DISTRICT shall provide fire and casualty insurance with extended coverage on that portion of the property leased to the CORPORATION that is improved by the DISTRICT as of the effective date of this Agreement and for which the DISTRICT is responsible for maintenance under SECTION THIRTY hereof.

(1) In the event of a partial or total destruction of any building improvement of DISTRICT during the term of the lease, the DISTRICT shall promptly cause same to be repaired or replaced except as set forth below. Such partial or total destruction shall not operate as a cancellation or void of this lease, provided however, the CORPORATION shall be entitled to a proportionate reduction of rental while the repairs are being made, such reduction being based on that portion of the improvements not available to the CORPORATION multiplied by the base rental charge per square foot of building improvement affected, such base rental charges being as are set forth in Attachment 3 hereof.

(11) In the event of a total destruction, or major damage of any building of DISTRICT that in either case, in the judgement of the DISTRICT and the CORPORATION makes it impractical to repair or replace, that portion of this lease may be cancelled, or the DISTRICT may provide equivalent improved premises at the same rental per square foot as there exists under this lease for the subject building improvement that was destroyed subject to approval of the CORPORATION which approval may not be unreasonably withheld. In the event the DISTRICT and the CORPORATION elects not to repair or replace, the rental due hereunder shall be proportionately reduced, as of the date of the loss, by that portion of the improvements removed from use to the CORPORATION multiplied by the base rental charge per square foot of building improvement affected.

D. The CORPORATION further agrees that, not less than thirty (30) days prior to the expiration of any insurance required by this Agreement, or actually carried by the CORPORATION on the leased premises, it shall deliver to the DISTRICT a certificate of insurance, or a certified copy thereof, for each renewal policy to cover the same risks.

E. The delivery of a copy of the binder of the aforesaid policies, a copy of the policy itself and a certificate of the issuing

insurance agent as to the effective date of the insurance coverage shall be a condition precedent to the commencement of this Agreement, this requirement being an express condition precedent to the CORPORATION'S right to enter and use the leased premises.

SECTION SIX

INDEMNITY

The CORPORATION shall indemnify the DISTRICT and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with the loss of life, personal injury and damage to property arising from the CORPORATION'S negligence or misuse of the leased premises, or the negligent occupancy, construction, reconstruction, repair, maintenance or use thereof by the CORPORATION or any part thereof, occasioned wholly or in part by any action or omission of the CORPORATION, its agents, contractors, employees, servants, leases, or concessionaires, except any loss or damage caused by any negligence of the DISTRICT or its employees. If either party paid any costs, expenses or reasonable attorney's fees that are incurred or paid to enforce the covenants and agreements in this Lease Agreement, the prevailing party shall be entitled to have any recovery from the losing party of any such costs, expenses or reasonable attorney's fees arising out of or in connection with the enforcement of this Lease Agreement.

SECTION SEVEN

MODIFICATION TO IMPROVEMENTS

Any and all additions, repairs, reconstruction, construction, changes and other improvements to the leased premises shall be approved in writing by the DISTRICT prior to commencement of their installation by or for the benefit of the CORPORATION. The DISTRICT'S approval shall not be unreasonably withheld. As-built drawings of such enumerated improvements shall be delivered to the DISTRICT within fifteen (15) days of their completion. All such additions, repairs, construction, reconstruction, change and other improvements, erected or placed on the leased premises which cannot be removed without damaging the freehold, may remain thereon and become the property of the DISTRICT, at the termination of this Lease Agreement.

All of the aforesaid improvements remaining on the leased premises at the expiration of this Lease or any renewal, shall become the property of the DISTRICT.

If the DISTRICT approves any allowed construction, repair, reconstruction, addition or change to the leased premises, then the CORPORATION agrees to require that its contractor, sub-contractors, materialmen, suppliers or others performing such work use only those specific entrances to the DISTRICT'S property as may be designated from time to time hereafter by the DISTRICT.

SECTION EIGHT

DEFAULT OF THE CORPORATION

A. If the CORPORATION shall violate or default in any of the covenants, agreements, stipulations, or conditions herein or incorporated herein by reference, or if the CORPORATION, its invitees, and/or employees or anyone authorized by it, or its customers, if the CORPORATION has not used its best efforts to have its customers comply, which best efforts include all necessary and reasonable litigation by the CORPORATION to seek compliance by its customers, shall knowingly continue to violate any of the reasonable and non-discriminatory rules and regulations that may be made from time to time hereafter including hours of operation with respect to the use and operation of said leased area or areas, or the use of the DISTRICT'S designated common area, including loading and unloading wharfs, and/or the maintaining and cleaning of said common area, and such violation or default, including any failure to pay rent, shall continue for a period of thirty (30) days after written notice of such violation or default shall have been given by the DISTRICT to the CORPORATION, then it shall be optional for the DISTRICT to declare this Lease forfeited and the said term ended.

B. If any part of the rent shall remain due and unpaid thirty (30) days after the same shall become due and payable, or if the CORPORATION is declared in default hereunder by the DISTRICT, the DISTRICT shall have the option of declaring the balance of the entire rent for the entire rental term of this Lease Agreement to be immediately due and payable and the DISTRICT may then proceed immediately to collect all of the unpaid rent called for by this Lease Agreement, by distress or otherwise, and the DISTRICT may institute summary proceedings for recovery of the possession of the leased premises as is provided for by law.

C. Neither this Lease Agreement, nor any interest therein nor

any estate thereby created shall pass to any trustee or receiver or assignee for the benefit of creditors of the CORPORATION or otherwise by operation of law. In the event that the estate created hereby shall be taken in execution or by other process of law, or if the CORPORATION shall be adjudicated insolvent or bankrupt pursuant to provisions of any state or federal insolvency or bankruptcy act, or if a receiver or trustee of the property of the CORPORATION shall be appointed by reason of the CORPORATION'S insolvency or inability to pay its debts, or if any assignment shall be made of the CORPORATION'S property for the benefit of creditors, or if any reorganization proceeding under the federal laws is instituted by or filed against the CORPORATION, then in such event the DISTRICT may at its option, terminate this Lease Agreement and all rights of the CORPORATION herein, by giving to the CORPORATION notice in writing of the election of the DISTRICT to terminate. The CORPORATION shall not cause or give cause for the institution of legal proceedings seeking to have the CORPORATION adjudicated bankrupt or reorganized under the bankruptcy laws of the United States, and shall not cause or give cause for the appointment of a trustee or receiver for the CORPORATION'S assets, and shall not make an assignment for the benefit of creditors or become or be adjudicated insolvent. The allowance of any petition under the bankruptcy laws, or the appointment of a trustee or receiver of the CORPORATION or its assets, shall be conclusive evidence that the CORPORATION caused, or gave cause therefore, unless such allowance of the petition, or the appointment of a trustee or receiver, is vacated within thirty (30) days after such allowance or appointment.

D. The DISTRICT shall have a lien upon all personal property, materials, equipment and supplies of CORPORATION located on the leased premises or common area. In the event of default of the CORPORATION, DISTRICT may seize so much as the DISTRICT may reasonably feel is necessary as additional security hereunder, and dispose of same to the highest bidder in the event CORPORATION fails to pay all monies due the DISTRICT hereunder.

SECTION NINE

NOTICES

Any notice by the CORPORATION to the DISTRICT required or permitted under this Lease Agreement shall be deemed sufficiently given or served if in writing, and served personally or by certified or registered mail to the Executive Director of the DISTRICT, postage prepaid, addressed to the DISTRICT at the address where rent was last payable, and any notice by the DISTRICT to the CORPORATION shall be served in a similar manner, said notice being addressed to the CORPORATION at 821 Avenue E, Riviera Beach, Florida, or at such other address as the CORPORATION shall designate by written notice, with a copy to the DISTRICT'S attorneys, DeSANTIS, COOK, MEEHAN, COHEN, GASKILL & SILVERMAN, P.A. at 860 U. S. Highway One, North Palm Beach, Florida 33408, in either instance and to the CORPORATION'S attorneys, Gunster, Yoakley, Criser, Stewart & Hersey, First National Bank Building, Palm Beach, Florida 33480.

SECTION TEN

WAIVER

No mention in this Lease Agreement of any specific right or remedy shall preclude the DISTRICT from exercising any other right or from having any other remedy or from maintaining any action to which it may be otherwise entitled either at law or in equity and the failure of the DISTRICT to insist in any one or more instances upon a strict performance of any covenants of this Lease Agreement or to exercise any option or right herein contained shall not be construed as a waiver or relinquishment for the future of such covenants, right or option, but the same shall remain in full force and effect unless the contrary is expressed in writing by the DISTRICT.

SECTION ELEVEN

SURRENDER OF PREMISES

On the last day of the term demised or on the sooner termination thereof, the CORPORATION shall peaceably surrender the leased premises in as good order, condition and repair, broomclean, fire and other unavoidable casualties and reasonable wear and tear alone excepted, as they are at the time of commencement of the Lease, or as they may be improved by the CORPORATION during the term hereof, and shall surrender all keys to the

DISTRICT at the place then fixed for payment of rent.

SECTION TWELVE

EXERCISE OF GOVERNMENTAL AUTHORITY

If the Federal Government, in the event of war or national emergency, shall, by the exercise of its governmental authority, whether by lawful or unlawful means, assume dominion over the facilities of the DISTRICT, or close the Port of Palm Beach as a Port of Entry, or restrict the use of said Port to such extent so as to preclude the use of all or a portion of the property leased by the CORPORATION, then and in that event, the CORPORATION shall have at its option, the right:

- (a) to rescind this Agreement in total or in part, if the dominion precludes use of a portion of the leased property for the term of dominion, in which event both parties shall be relieved of all further liabilities and responsibilities hereunder as to the portion of the leased premises under governmental dominion, for that term; or
- (b) to cease paying use charges or any other payments required hereunder for the period of time during which the CORPORATION is precluded from using said property or portion thereof; or
- (c) to receive from the governmental authority precluding its use of the premises such damages as may be awarded for such taking, which shall not then relieve the CORPORATION from any of the provisions of this Agreement, or the abatement of the payment of any of the monies required to be paid under this Agreement.

The CORPORATION may select, at its option, any one of the aforesaid rights, and such election of any one right shall preclude the assertion of any of the other rights. If the CORPORATION selects (b) or (c) above, the term of the Lease shall be extended for so long as the leased premises or portions thereof are unavailable for use by the CORPORATION for the reasons set forth above.

SECTION THIRTEEN

RENEWAL OF LEASE

The CORPORATION shall have the right and option to renew this Lease Agreement for a single additional term of ten (10) years at the expiration of the original term of this Lease Agreement, upon the same terms, covenants and conditions as contained herein except for rent, by furnishing the DISTRICT written notice of the exercise of such option of renewal not less than three (3) months prior to the expiration date of the original and/or extended term. In the event of such renewal of this Lease Agreement, and at no less than five (5) year intervals under the terms of

the original Lease Agreement and renewals thereof, the rent payable hereunder will be adjusted based on the change of the Atlanta, Georgia cost-of-living index, all items, published by the Bureau of Labor Statistics of the United States Department of Labor, from the date of the beginning of this Lease Agreement to that at the commencement of the renewal term or the five (5) year interval, whichever is applicable. Provided, however, the DISTRICT agrees that the amount of said increase shall be limited to and not exceed five (5%) percent per year or twenty-five (25%) percent for the five (5) year interval or the percentage increase in the DISTRICT'S total operating expenses exclusive of those caused solely by a change in accounting methods for the same five year interval if said increase in total operating expenses are less than twenty-five (25%) percent for such five (5) year interval. In addition to the above basis for increasing the rent hereunder, the DISTRICT shall be entitled, at the same intervals as set forth above, to a one (1%) percent per year increase in the rental due hereunder for Port development purposes, for each year of the lease term and renewal term hereof, so long as the total increase, including the adjustment for the change in the cost of living index does not exceed five (5%) percent per year.

SECTION FOURTEEN

ACCEPTANCE OF RENT

A. The waiver by the DISTRICT or any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by the DISTRICT shall not be deemed to be a waiver of any preceding breach by the CORPORATION of any term, covenant or condition of this Lease Agreement, other than the failure of the CORPORATION to pay the particular rental so accepted, regardless of the DISTRICT'S knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease Agreement shall be deemed to have been waived by the DISTRICT, unless such waiver be in writing by the DISTRICT.

B. No payment by the CORPORATION or receipt by the DISTRICT of

a lesser amount of the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and the DISTRICT may accept such check or payment without prejudice to the DISTRICT'S right to cover the balance of such rent or pursue any other remedy in this Lease Agreement heretofore provided.

SECTION FIFTEEN

ASSIGNMENT

The CORPORATION will not assign this Lease Agreement or sublet any part of or all of the premises covered by this Agreement nor mortgage hypothecate or otherwise encumber its interest hereunder without the written consent of the DISTRICT, which written consent may not be unreasonably withheld and may freely assign to a wholly owned subsidiary or to a corporation having substantially the same shareholders as CORPORATION, so long as CORPORATION remains liable thereunder. After any subletting, the CORPORATION shall remain liable on this lease.

SECTION SIXTEEN

MODIFICATION OF AGREEMENT

None of the covenants and conditions contained herein may be waived or modified except in writing duly executed by the parties hereto and no verbal waiver or modification shall be binding upon either of the parties hereto. This Lease Agreement and the Attachments, if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions, or understandings between the DISTRICT and the CORPORATION concerning the leased premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written between them other than are herein set forth.

SECTION SEVENTEEN

REPAIRS, CONSTRUCTION AND INSPECTION

A. The DISTRICT, or its agents, servants or employees may from time to time, upon reasonable notice, enter the leased premises without such entrance causing or constituting a termination of this Lease Agreement or an interference with the CORPORATION'S possession of the premises. Then DISTRICT may, after any such entrance of the premises, upon written notice

of not less than thirty (30) days to the CORPORATION, place the premises in a comparable condition of repair, sightliness, and cleanliness, ordinary wear and tear excepted, as existed at the date of execution of this Lease Agreement or as of the date of being improved by the CORPORATION during the term hereof and accepted by the DISTRICT, if the CORPORATION declines to do so, and the CORPORATION shall pay the DISTRICT, in addition to the rent hereinabove reserved, the DISTRICT'S expenses in the repairing, cleaning or maintaining of the premises.

B. The CORPORATION shall be responsible for all maintenance of the demised premises, including both routine and day-to-day maintenance incident to its operation, except that which is the duty of the DISTRICT, and except for the common area.

The standard against which the CORPORATION'S compliance with this maintenance obligation shall be judged, shall comprise of a "condition survey" to be made, or caused to be made, by the DISTRICT, annually, within thirty (30) days before or after the anniversary of the second (2nd) year of this Lease Agreement. Any deficiencies shall be reported to the CORPORATION, in writing, and the CORPORATION agrees to proceed with all reasonable dispatch to remedy such deficiencies. Any deficiencies which the CORPORATION has not begun to remedy within thirty (30) days after receipt of the DISTRICT'S written notice, may be remedied by the DISTRICT, in which event the cost thereof shall be paid by the CORPORATION as additional rent.

C. The CORPORATION shall conserve, protect, preserve, clean and keep in good state of repair the leased premises described herein, at its own cost and expense.

D. The DISTRICT shall have the right, through its duly authorized agents and representatives, to inspect the leased premises and the installations of the CORPORATION at the Port area at any time to determine compliance of the CORPORATION'S obligations under this Lease Agreement.

SECTION EIGHTEEN

SEVERABILITY

If any term, covenant, or condition of this Lease Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease Agreement or the application of such term, covenant, or condition to persons or

circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease Agreement shall be valid and in force to the fullest extent permitted by law.

SECTION NINETEEN

ACCESS

The DISTRICT agrees to allow the CORPORATION the use of an access road to and from U. S. Highway One, to the wharf and dock area, and to and from S. R. 710 through Avenue E, and the DISTRICT agrees to keep said access rights-of-way in a usable condition and good repair during the term of this Lease Agreement.

SECTION TWENTY

UTILITIES

The CORPORATION agrees that all applications and connections for necessary utility services to or on the leased premises shall be made in the name of the CORPORATION only, and the CORPORATION shall be solely liable for all utility charges as they become due, including but not limited to those for sewer, water, gas, electricity, trash and garbage collection, and telephone service.

SECTION TWENTY-ONE

USE OF PREMISES

If, during the term of this Lease Agreement, any law, regulation, rule or operating circumstances of the DISTRICT require that an alteration, addition, or other change or improvement be made to the demised premises, exclusive of the common areas, the water-borne transportation, ground equipment improvements and fixtures used in any manner by the CORPORATION in the operation of its business, the CORPORATION agrees to make all such alterations, additions or other changes or improvements and bear all expenses, whatsoever connected therewith, or else terminate this lease within ninety (90) days after notice from the DISTRICT thereof. The right of the DISTRICT to demand the making of such alterations, additions or other changes or improvements for operating circumstances of the DISTRICT is limited to those reasonably required for the non-interference by the CORPORATION with any other business operation of the DISTRICT, or compliance with any rule, ordinance, regulation or order of any governmental

agency or court having jurisdiction over the DISTRICT. The CORPORATION understands and agrees that its use of the common area only is limited to 0600 to 1200 midnight of each day of the year, and not otherwise.

SECTION TWENTY-TWO

DISCRIMINATION

In connection with the utilization of facilities, the CORPORATION agrees not to discriminate against any person, employee, or applicant for employment, because of race, religion, color, or national origin or comply or agree to comply with all the laws respecting such discrimination within sixty (60) days of notice thereof from the DISTRICT. This provision shall include, but not be limited to, the following:

- . employment, upgrading, demotion, or transfer;
- . recruitment or advertising, layoff or termination;
- . rates or any other form of compensation; and
- . selection for training, including apprenticeship.

SECTION TWENTY-THREE

FIRE PROTECTION

The CORPORATION shall furnish and install in the improved buildings on the demised premises such fire extinguishing equipment as may be reasonably required by the DISTRICT, or by the City of Riviera Beach, Florida.

SECTION TWENTY-FOUR

LIENS

The CORPORATION shall not allow, through its actions or failure to act any liens or rights in rem to attach to the DISTRICT'S property, and shall promptly discharge, or cause to be discharged or bond, any lien or rights in rem which may arise or exist at any time with respect to the leased premises or DISTRICT'S other property. If any rights or liens do occur, it shall constitute a default by the CORPORATION under this Lease Agreement, if said liens are not removed from record or bonded within twenty (20) days after notice thereof from the DISTRICT.

SECTION TWENTY-FIVE

TIME OF THE ESSENCE

It is understood and agreed by the parties hereto that time is of the essence of all terms and conditions of this Lease Agreement.

SECTION TWENTY-SIX

EFFECTIVE DATE

The CORPORATION recognizes that this Lease Agreement requires submission to and approval of the Federal Maritime Commission, and that the proposed effective date of February 1, 1980 may be extended until such time as the lease is approved by the Federal Maritime Commission. In the event such approval is not obtained, or is subject to conditions not acceptable to either the DISTRICT or the CORPORATION, than this Lease Agreement shall be null and void.

SECTION TWENTY-SEVEN

AMENDMENT AND NOVATION OF EXISTING LEASES

The CORPORATION has, at the present time the following lease agreements with the DISTRICT, as to the parcels identified on Attachment 1:

<u>FMC #</u>	<u>Effective Date</u>	<u>Leased Premises</u>	<u>Termination Date</u>	<u>Parcel # on Attachment 1</u>
2933	2/70	land only	2/80	1A
2933	2/70	warehouse 3	2/80	1B
2938	5/73	land only	5/83	1A
2938	5/73	warehouse & office	5/83	2A, 2B
2938	5/73	loading platform	5/83	3
3317	5/76	land only	5/86	4A
3317	5/76	office & warehouse relocated warehouse	5/86	4B, 4C
3374	9/76	land only	5/83	5
3240	11/78	relocated warehouse	11/81	6
3284	3/76	land only	mo. to mo.	7
3608	7/	building I		8

As to each of the above leased premises and lease agreements, the CORPORATION agrees that same shall be replaced in their entirety by this Lease Agreement, upon its effective date, and all rights and duties of CORPORATION as to its use of the subject premises shall, as of the

effective date hereof, be only as is set forth in this Lease Agreement.

SECTION TWENTY-EIGHT

ADDITIONAL PROPERTY

Upon the effective date hereof, the DISTRICT shall lease to the CORPORATION those additional parcels designated as Numbers 9 and 10 in attachments 1 and 2 hereof, under the terms and conditions of this Lease Agreement.

SECTION TWENTY-NINE

NON-LIABILITY OF LANDLORD

The DISTRICT shall not be liable to the CORPORATION for any claim for damages whatsoever occurring for any reason because of defect in the leased premises, except for a breach of DISTRICT'S duty under SECTION THIRTY hereof, nor for any damage occasioned by the premises being out of repair, nor for any damage done or occasioned by, or from plumbing, gas, water or other pipes or sewerage, or the bursting or leaking of any appliance, tank, plumbing, or other damage by water in, above, on or about the premises, nor any damage occasioned by water being on or coming through the roof, windows, or otherwise, nor for any damage or injury arising from any act or neglect of any other tenant of the DISTRICT or any other tenant's agent, employee, servant, contractor, subcontractor, or trade union striking against any of the foregoing.

SECTION THIRTY

MAINTENANCE ON BUILDINGS

Other than as provided below in this Section, the DISTRICT agrees to keep in good order, condition and repair the foundations, exterior walls, and the roof of the buildings erected on the demised premises including painting, except for any damage thereof caused by any act of negligence of the CORPORATION, its employees, agents, visitors, licensees or contractors. In the event of damage to the foundations, exterior walls and/or roof of the demised premises caused by any act of negligence of the CORPORATION, its employees, agents, visitors, licensees or contractors, such damage shall be repaired at the sole cost and expense of the CORPORATION. The DISTRICT shall not be responsible to make any other improvements or repairs of any other kind to any of the buildings on the demised premises.

IN WITNESS WHEREOF, the parties hereunto have caused these presents to be executed in the corporate names by their respective corporate officers who have hereunto fixed the corporate seal of each the date below indicated, and this Lease Agreement has been executed in duplicate, at Riviera Beach, Florida, and each shall be considered as an original.

Executed in the presence of:

[Signature]

Arthur J. Moore
Witnesses as to "District"

Date Executed: November 21, 1979

Date Executed: _____

PORT OF PALM BEACH DISTRICT

By: [Signature]
Chairman

ATTEST: (SEAL)

By: [Signature]
Secretary

BIRDSALL, INC.

By: [Signature]

ATTEST: (SEAL)

By: [Signature]
Secretary

Lease No. 1
Parcel B - Warehouse Description

The 60 by 300 foot warehouse on a 72 by 300 foot foundation located at the Southwest corner of Avenue "E" and State Road 710 (Port Road).

Handwritten signature

Birdsall, Inc.

Legal Description
Port of Palm Beach

Lease No. 2
Parcel A - Office Description

The 30 by 125 foot office located on the West side of Avenue "E", 415 feet,
more or less, South of the Southerly right-of-way of State Road 710.

Containing 3750 square feet.



Lease No. 2
Parcel B - Foundation Description

The 70 by 100 foot foundation located 65 feet, more or less, West of the Westerly right-of-way of Avenue "E" and 465 feet, more or less, South of the Southerly right-of-way of State Road 710.



Birdsall, Inc.

Legal Description
Port of Palm Beach

Lease No. 3
Loading Dock

The 30 foot wide loading dock extending Westerly from the West end of the foundation described as Lease No. 2, Parcel B, for a distance of 325 feet.

Containing 9750 square feet.





Birdsall, Inc.

Legal Description
Port of Palm Beach

Lease No. 4
Parcel "A" - Land Description

A parcel of land lying in part of Section 33, Township 42 South,
Range 43 East, City of Riviera Beach, Palm Beach County, Florida,
being more particularly described as follows:

Commencing at the Southeast Corner of the Southwest One-Quarter of
said Section 33:

thence North $02^{\circ} 27' 54.8''$ East along the West Right-of-Way Line of
Avenue "F" and its southerly extension, a distance of 1564.64 feet to
the POINT OF BEGINNING of this description;

thence North $88^{\circ} 21' 46''$ West, a distance of 120.00 feet to a point;

thence North $02^{\circ} 27' 54.8''$ East, a distance of 254.00 feet to a point;

thence South $88^{\circ} 21' 46''$ East, a distance of 120 feet, more or less,
to a point on said West Right-of-Way Line of Avenue "F";

thence South $02^{\circ} 27' 54.8''$ West, a distance of 254 feet, more or less,
to the POINT OF BEGINNING.

Containing 0.70 acre, more or less.

Lease No. 4

Parcel B - Maintenance Building Description

The 50 by 198.67 foot warehouse located 20 feet, more or less, West of the Westerly right-of-way of Avenue "F" and 300 feet, more or less, South of the Southerly right-of-way of State Road 710.

Containing 9933 square feet, more or less.

2

Lease No. 4 -
Parcel C - Warehouse and Office Description

The two-story 50 by 100 foot building on the 70 by 100 foot foundation described as Lease No. 2, Parcel B.

Containing 5000 square feet each of warehouse and office space.



Birdsall, Inc.

Legal Description
Port of Palm Beach

Lease No. 5
Land Description

A parcel of land lying in the Southeast 1/4 of Section 33, Township 42 South, Range 43 East, Palm Beach County, Florida, more particularly described as follows:

Beginning at the Southwest corner of Lot 41, Riviera Commercial Properties, according to the Plat thereof as recorded in Plat Book 21, Page 35, Public Records of Palm Beach County, Florida; thence Northerly along the East right-of-way line of Avenue "F" as shown on said Plat of Riviera Commercial Properties a distance of 647.28 feet to the South right-of-way line of Port Road, as shown on the right-of-way map for Section P3310-2501, State Road 710, as filed in the State and County Plat Book 3, Page 118, Public Records of Palm Beach County, Florida; thence run Westerly along said right-of-way of Port Road a distance of 40.06 feet to the West right-of-way line of Avenue "F"; thence run Southerly along said West right-of-way line of Avenue "F" a distance of 645.08 feet to the Westerly extension of the South line of said Lot 41 of Riviera Commercial Properties; thence run Easterly along said Westerly extension of the South line of Lot 41 a distance of 40.0 feet to the POINT OF BEGINNING.

Containing .59 acres, more or less.



Birdsall, Inc.

Legal Description
Port of Palm Beach

Lease No. 6 - Warehouse Description

The Westerly 100 feet of the 60 by 200 foot warehouse, the East end of which is 25 feet, more or less, West of the South end of Avenue "E".

Containing 6000 square feet.

