

21-003880-005

(amd303.r-10/12/84)

FIFTH AMENDMENT TO LEASE AGREEMENT

This Fifth Amendment to Lease Agreement dated the 14th day of November, 1984, made and entered into at Riviera Beach, Florida, 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, hereinafter referred to as the "DISTRICT", and Birdsall, Inc., hereinafter referred to as the "CORPORATION".

WITNESSETH:

ORIGINAL

WHEREAS, the CORPORATION and the DISTRICT have previously entered into that certain Lease Agreement dated February 1, 1980, which was amended on March 18, 1980, May 1, 1980, August 1, 1980, and July 9, 1984 (hereinafter collectively referred to as the "Lease Agreement"); and

WHEREAS, the parties hereto desire to amend the terms of said Lease Agreement to reflect the lease to the CORPORATION of certain additional warehouse area, open area and office space upon the terms and conditions as set forth below;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **MODIFICATION OF LEASE DESCRIPTION:** The provisions of the Lease Agreement are hereby amended by adding to the area being leased from the DISTRICT to the CORPORATION the following additional space located at 100 West Middle Road, Riviera Beach, Florida;

- A. 24,700 square feet of warehouse area;
- B. 10,500 square feet of open area; and
- C. 1,060 square feet of office space.

(Said additional warehouse area, open area and office space are further described in Exhibit "A" attached hereto, and are collectively hereinafter referred to as the "Additional Premises").

2. **RENT:** In addition to the rentals due under the Lease Agreement, the CORPORATION shall pay to the DISTRICT for rental of the Additional Premises, the total annual rent of Ninety-Four Thousand One Hundred Seventy-Four and 20/100 Dollars (\$94,174.20), payable in equal monthly payments in the amount of Seven Thousand Eight Hundred Fourty Seven and 25/100 Dollars (\$7,847.85), together with applicable sales tax, based upon the following:

A.	24,700 sq. ft. of warehouse area at \$3.435 per sq. ft.	\$84,844.50
B.	10,500 sq. ft. of open area at \$.195 per sq. ft.	\$ 2,047.50
C.	1,060 sq. ft. of office space at \$6.87 per sq. ft.	\$ 7,282.20
	Annual Total	\$94,174.20

The parties acknowledge that the Lease Agreement provides for a cost living increase in five year intervals; however, the parties hereto agree that there shall be no cost of living increase applicable in the calendar year 1985 to the rent due on the Additional Premises; provided, however, that the Additional Premises shall be subject to all other cost of living increases at the same times and upon the same terms and conditions as the other premises, subject to the terms of the Lease Agreement.



3. TERM: The term of the tenancy for the Additional Premises shall follow the same duration, including renewal term, of the tenancy of the other premises as defined in the Lease Agreement. The commencement date for the tenancy of the Additional Premises shall be the earlier of the following:

- A. The effective date of a release which the DISTRICT receives from Florida Cargo, Inc., a Florida corporation, which is the existing tenant of the Additional Premises (hereinafter referred to as "Florida Cargo"), which returns to the DISTRICT the Additional Premises free and clear of any leasehold interest by Florida Cargo; or
- B. The effective date of a judicial determination that the Additional Premises are free and clear of any leasehold interest by Florida Cargo.

Rents due for the Additional Premises shall be prorated for the commencement date.

4. FEDERAL MARITIME COMMISSION: This Fifth Amendment to Lease Agreement shall be promptly submitted to the Federal Maritime Commission via United States Mail for approval or a determination that the Federal Maritime Commission has no jurisdiction in the matter, and this Agreement shall not become effective until such time that the Federal Maritime Commission gives its approval or determines that it does not have jurisdiction in the matter.

5. All of the terms, conditions and covenants of the Lease Agreement shall remain in full force and effect, except to the extent modified herein, and the Additional Premises shall be subject to the terms and conditions of the Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have entered into this Fifth Amendment to Lease Agreement on the days and year as set forth below.

WITNESSES:

Robert B. Cook
Robert B. Cook
F. W. Donahue
F. W. Donahue

PORT OF PALM BEACH DISTRICT

BY: Sandy P. Klein
Chairman
Sandy P. Klein
ATTEST: Stanley Weiss
Secretary
Stanley Weiss
[CORPORATE SEAL]

Date Executed: 11-14-84

J. N. Ciray
J. N. Ciray
Fanye L. Miller
Fanye L. Miller

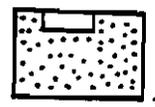
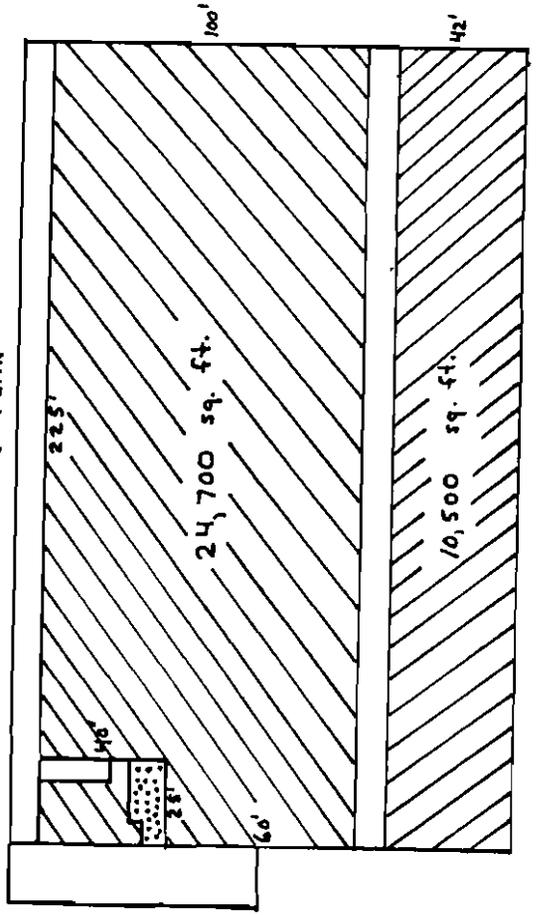
BIRDSALL, INC.
BY: C. H. Brownlee V. Pres
C. H. Brownlee V. Pres
ATTEST: Renne Sec. Dechard
Renne Sec. Dechard
[CORPORATE SEAL]

Date Executed: 10-16-84

100 WEST MIDDLE ROAD

N

FIRST FLOOR PLAN



2^d FLOOR
OFFICE SPACE

- OFFICE SPACE 1060 sq. ft.
- ▨ WAREHOUSE SPACE 24,700 sq. ft.
- ▨ OPEN SPACE 10,500 sq. ft.

SITE PLAN
APPROXIMATE SCALE
IN FEET

EXHIBIT A

FOURTH AMENDMENT TO LEASE AGREEMENT

This Fourth Amendment to Lease Agreement dated the 9th day of July, 1984, made and entered into at Riviera Beach, Florida, 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, hereinafter referred to as the "DISTRICT", and Birdsall, Inc., hereinafter referred to as the "CORPORATION".

W I T N E S S E T H:

WHEREAS, the CORPORATION and the DISTRICT have previously entered into that certain Lease Agreement dated February 1, 1980, which was amended on March 18, 1980, May 1, 1980 and August 1, 1980 (hereinafter referred to as the "Lease Agreement"); and

WHEREAS, the parties hereto desire to amend the terms of said Lease Agreement to reflect the lease to the CORPORATION of certain additional warehouse area upon the terms and conditions as set forth below:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **MODIFICATION OF LEASE DESCRIPTION:** The provisions of the Lease Agreement are hereby amended by adding to the area being leased from the DISTRICT to the CORPORATION an additional 6,000 square feet of relocated warehouse area, as further described in Exhibit "A" attached hereto (hereinafter referred to as the "Additional Relocation Warehouse Space").

2. **RENT:** In addition to the rentals due under the Lease Agreement, the CORPORATION shall pay to the DISTRICT for rental of the Additional Relocated Warehouse Space, the total annual rent of Twelve Thousand (\$12,000.00) Dollars, payable in equal monthly payments in the amount of One Thousand (\$1,000.00) Dollars, together with applicable sales tax. The parties acknowledge that the Lease Agreement provides for a cost of living increase in five year intervals; however, the parties hereto agree that there shall be no cost of living increase applicable in the calendar year 1985 to the rent on the Additional Relocated Warehouse Space; provided, however, that in the event of a proper renewal of the term of the Lease Agreement, the Additional Relocated Warehouse Space shall be subject to cost of living increases at the same times and upon the same terms and conditions as the other premises subject to the terms of the Lease Agreement.

3. **TERM:** The term of the tenancy for the Additional Relocated Warehouse Space shall commence on Aug. 01, 1984, and shall follow the same duration of the tenancy of the other premises as defined in the Lease Agreement.

4. **FEDERAL MARITIME COMMISSION:** This Agreement shall be submitted to the Federal Maritime Commission for processing or determination that the Federal Maritime Commission has no jurisdiction in the matter, and the Agreement shall not become effective until the Federal Maritime Commission processes it or determines that it does not have jurisdiction in the matter, and this Agreement shall not become effective until the later of (a) Aug. 1, 1984, or (b) such time that the Federal Maritime Commission processes it or determines that it does not have jurisdiction in the matter.

5. All of the terms, conditions and covenants of the Lease Agreement shall remain in full force and effect, except to the extent modified herein.

