

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	<u>(2,400,000)</u>	<u>(3,323,323)</u>	<u>(3,522,750)</u>	<u>(3,734,184)</u>	<u>(3,958,293)</u>
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>(2,400,000)</u>	<u>(3,323,323)</u>	<u>(3,522,750)</u>	<u>(3,734,184)</u>	<u>(3,958,293)</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes x No _____
 Budget Account No: Fund 4100 Department 120 Unit 8430 Resource 4462
 Reporting Category _____

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

Revenue estimates for fiscal years 2009-2012 are from the financial pro forma submitted in the RFP, not including optional areas. Actual results will depend on future passenger traffic. AirProjects, an independent review consultant, has determined the pro forma to be reasonably stated. Paradies will invest \$4.5 million in construction to build new sales locations and refurbish existing units. Not including optional areas, retail square footage in the terminal will increase by approximately 21%.

C. Departmental Fiscal Review: *Michael Simon*

III. REVIEW COMMENTS

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

[Signature] 10/22/07
 OFMB
 10/22/07 CN
 10/18/07

[Signature] 10/25/07
 Contract Dev. and Control

B. Legal Sufficiency:

This Contract complies with our contract review requirements.

Anne Delaney 10/29/07
 Assistant County Attorney

C. Other Department Review:

 Department Director

ATTACHMENT 1

SUMMARY OF PERCENTAGE RENTS & PROPOSAL ITEMS OF INTEREST

UNIT NO.	PERCENTAGE RENT (Based on percentage of annual Gross Receipts)
MT-1 (PGA Tour Shop)	12%
MT-2A (Brighton/Lilly Pulitzer)	12%
MT-2B (Palm Beach Expressions)	20%
MT-2C (Worth Ave. News)	22%
MT-3 (Tech Showcase)	12%
MT-4 (FAO/Beach Fun)	12%
MT-5 (Oceanfront News)	22%
B-1 (New York Times Bookstore)	20%
B-2 (Coral Cove News)	22%
B-3 (Tropical News kiosk)	22%
B-4 (10 Minute Manicure)	12%
C-1 (Coral Cove News)	22%
C-2 (New York Times Bookstore)	20%
C-3 (CNBC News)	22%
C-4 (10 Minute Manicure)	12%

Items of interest:

1. On March 14, 1989, the Board approved the concept of collecting contributions from the Airport's fountains on a monthly basis and contributing the funds to a different local charitable organization recommended by the Department of Airports and approved by the Board. Paradies has agreed to continue providing an additional contribution to the selected charity in an amount equal to the contributions collected from the fountains or \$250, whichever is greater.
2. Paradies indicated in its proposal that it has partnered with the Glades Healthcare Foundation in an effort to promote the campaign for a new Glades Regional Hospital and would sponsor an annual charity golf tournament to raise contributions for the new Glades Regional Hospital.

RETAIL CONCESSION AGREEMENT

Palm Beach International Airport

Between

PALM BEACH COUNTY,

a political subdivision of the State of Florida

and

PARADIES-PALM BEACH, LLC

a Florida limited liability company

RETAIL CONCESSION AGREEMENT

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- Exhibit A - Leased Premises
- Exhibit B - Prohibited Items
- Exhibit C - Staple Items
- Exhibit D - Tenant Design Guidelines

RETAIL CONCESSION AGREEMENT

Palm Beach International Airport Palm Beach County, Florida

THIS RETAIL CONCESSION AGREEMENT, made and entered into by and between Palm Beach County (the "County"), a political subdivision of the State of Florida, and Paradies-Palm Beach, LLC ("Company"), a Florida limited liability company, with its office and address being 5950 Fulton Industrial Blvd., Atlanta, Georgia 30336.

WITNESSETH:

WHEREAS, the County, by and through its Department of Airports, owns and operates the Palm Beach International Airport, located in Palm Beach County, Florida, for the promotion, accommodation, and development of air commerce and transportation; and

WHEREAS, the County solicited proposals for the operation of a retail concession in the Airport; and

WHEREAS, the parties desire to enter into this Agreement for the purpose of granting Company the right to use certain premises within the Airport for the operation of its retail concession.

NOW, THEREFORE, in consideration of the concession rights granted herein, the right and privileges and the mutual covenants and conditions hereinafter contained and other valuable considerations, the parties hereto agree, for themselves, their successors, and assigns, as follows:

ARTICLE 1 - DEFINITIONS

The following terms, when used in this Agreement, shall have the meanings set forth in this Article 1:

Agreement means this Retail Concession Agreement and all exhibits hereto. Words such as "herein," "hereafter," "hereof," "hereto," "hereby" and "hereunder," when used with reference to this Agreement, refer to this Agreement as a whole, unless the context otherwise requires.

Airport means the Palm Beach International Airport.

Airport Director means the Director of the County's Department of Airports and his or her designee.

Airport Police means the Palm Beach County's Sheriff's Office.

Allowable Costs means the total cost of installing Leasehold Improvements and Trade Fixtures incurred by Company, including associated architectural, engineering and interior design fees of independent consultants, less any Excluded Costs.

Annual Rent has the meaning provided in Section 6.02.

Assignment has the meaning provided in Article 19.

Beneficial Occupancy means October 1, 2009.

Bond Resolution means the Palm Beach County Airport System Revenue Bond Resolution dated April 3, 1984 (R-84-427), as amended and supplemented, which is hereby incorporated herein by reference and made a part hereof.

Company has the meaning provided in the preamble of this Agreement.

Commencement Date means the dates specific units or spaces comprising the Leased Premises become available for use and occupancy by Company. The Commencement Date for:

A. Unit B-1 (New York Times Bookstore) shall be the date the Department notifies Company in writing that Unit B-1 is available for use and occupancy by Company, which is anticipated to be on or about February 1, 2009, as of the Effective Date of this Agreement.

B. Unit C-3 (CNBC News) shall be the date the Department notifies Company in writing that Unit C-3 is available for use and occupancy by Company, which is anticipated to be on or about March 1, 2008, as of the Effective Date of this Agreement.

C. Units MT-4 (FAO Schwartz/Beach Fun), B-3 (Tropical News), B-4 (10-Minute Manicure) and C-4 (10-Minute Manicure) shall be the Effective Date of this Agreement.

D. all other units, including the Office and Storage Space, shall be October 1, 2008.

Concession means the retail concession operated by Company pursuant to the terms and conditions of this Agreement.

County has the meaning provided in the preamble to this Agreement.

Day means a calendar day of twenty four (24) hours measured from midnight to the next midnight.

Department means the County's Department of Airports.

Department of Homeland Security means the United States Department of Homeland Security and its subdivisions, including the Transportation Security Administration, and any successor agency thereto.

Disadvantaged Business Enterprise (DBE) means a small business enterprise that has been certified by the Palm Beach County Department of Airports or the Florida Unified Certification Program as a disadvantaged business enterprise as defined in 49 CFR, Part 23.

Effective Date has the meaning provided in Section 3.01.

Excluded Costs means (i) financing costs; (ii) interest; (iii) inventory; (iv) office equipment and furnishings; (v) pre-opening expenses; (vi) intra-company charges related to construction; (vii) professional fees and costs related to design and engineering of Leasehold Improvements in excess of twelve percent (12%) of the Minimum Initial Investment; and (viii) professional fees and costs related to the design and engineering of Leasehold Improvements in excess of twelve percent (12%) of the Minimum Mid-term Investment.

FAA means the Federal Aviation Administration and any successor agency thereto.

First Mid-term Refurbishment has the meaning provided in Section 7.03.

Food and Beverage Concessionaire means Host International, Inc., and its successors or assigns.

Gross Receipts include all revenues derived from the sale of merchandise, food,

beverages, services, advertising, and promotions on or from the Leased Premises, whether delivered on or off the Airport, and whether paid for in cash or credit, and regardless of when paid for or not, except only as explicitly excluded hereunder. The term Gross Receipts shall not include:

- A. Federal, state, county/city, and municipal sales taxes or other taxes separately stated and collected from customers;
- B. Receipts from the sale of or the trade-in value of any Trade Fixtures;
- C. Receipts in the form of refunds from or the value of merchandise, supplies, or equipment returned to shippers, suppliers or, manufacturers; or
- D. Receipts from the sale of uniforms or clothing to Company's employees where it is required that such uniforms or clothing be worn by said employees.

In the event Company fails for any reason to charge for or collect the value of any product or service provided hereunder, the amount customarily charged by Company for such product or service shall be included in the calculation of "Gross Receipts." Further, no deduction shall be made from Gross Receipts by reason of any credit loss, charge, or deduction that may be incurred by reason of the acceptance or use of credit cards or other credit or charge arrangements.

Leased Premises means the premises located within the Terminal more particularly identified in the attached Exhibit "A".

Leasehold Improvement(s) means all improvements and equipment that are affixed to the Leased Premises and cannot be removed without damage to the Leased Premises.

Lease Year means a twelve (12) month period commencing on the date of Beneficial Occupancy, and each twelve (12) month period thereafter.

Local Brand means a branded concept offered in one (1) or more stores exclusively in the local Palm Beach County market.

Locally or Nationally Branded Specialty Retail Store means a Local or National Brand store carrying merchandise in a limited number of categories and/or catering toward a narrowed or niche market, such as a Local or National Brand store primarily carrying consumer electronics, jewelry or apparel.

Minimum Annual Guarantee means the minimum annual rent to be paid to the County by Company for each Lease Year as set forth in Section 6.03 for the privilege of operating the retail concessions at the Airport.

Minimum Initial Investment has the meaning provided in Section 7.01.

Minimum Mid-term Investment has the meaning provided in Section 7.03.

Mobile Kiosks means a mobile customer service cart designed to deliver news, water, snacks and other similar convenience items to airport customers.

Monthly Percentage Rent shall be equal to the sum of the following:

A. twelve percent (12%) of monthly Gross Receipts for all sales derived from Units MT-1 (PGA Tour Shop), MT-2A (Brighton/Lilly Pulitzer), MT-3 (Tech Showcase), and MT-4 (FAO Schwarz/Beach Fun), which shall be Locally or Nationally Branded Specialty Retail Stores; and

B. twelve percent (12%) of monthly Gross Receipts for all sales derived from the sale of Personal Services from Units B-4 (10-Minute Manicure) and C-4 (10-Minute Manicure); and

C. twenty percent (20%) of monthly Gross Receipts for all sales derived from Units MT-2B (Palm Beach Expressions), B-1 (New York Times Bookstore) and C-2 (New York Times Bookstore); and

D. twenty two percent (22%) of monthly Gross Receipts for all sales derived from Units MT-2C (Worth Avenue News), B-2 (Coral Cove News), B-3 (Tropical News kiosk), C-1 (Coral Cove News), C-3 (CNBC News) and all Mobile Kiosks.

In the event the Units identified in paragraph A above cease operating as Locally or Nationally Branded Specialty Retail Store(s) and/or the Units identified in paragraph B above cease providing Personal Services, the percentage of monthly Gross Receipts for all sales derived from such Unit(s) shall be increased to the percentage provided for in paragraph C above.

Net Book Value means the value of a Leasehold Improvement (excluding any Excluded Costs) less any accumulated depreciation. Accumulated depreciation shall be calculated as the sum of annual depreciation amounts whereby annual depreciation is calculated on a straight line basis such that annual depreciation is the same throughout the life of the Leasehold Improvement and at the end of the Term of this Agreement the Net Book Value of the Leasehold Improvement is equal to zero. Accumulated depreciation shall also include any pro rata annual depreciation for any periods less than a year calculated on a monthly basis, rounded up to the nearest whole monthly period.

National Brand means a branded concept offered in a chain of stores with significant presence throughout the United States.

Office and Storage Space means the office and storage spaces located within the Terminal that are more particularly identified as "Office and Storage Space" on the attached Exhibit "A".

Percentage Rent shall be equal to the sum of the following:

A. twelve percent (12%) of annual Gross Receipts for all sales derived from Units MT-1 (PGA Tour Shop), MT-2A (Brighton/Lilly Pulitzer), MT-3 (Tech Showcase), and MT-4 (FAO/Beach Fun), which shall be Locally or Nationally Branded Specialty Retail Stores; and

B. twelve percent (12%) of annual Gross Receipts for all sales derived from the sale of Personal Services from Units B-4 (10-Minute Manicure) and C-4 (10-Minute Manicure); and

C. twenty percent (20%) of monthly Gross Receipts for all sales derived from Units MT-2B (Palm Beach Expressions), B-1 (New York Times Bookstore) and C-2 (New York Times Bookstore); and

D. twenty two percent (22%) of annual Gross Receipts for all sales Units MT-2C (Worth Avenue News), B-2 (Coral Cove News), B-3 (Tropical News kiosk), C-1 (Coral Cove News), C-3 (CNBC News) and all Mobile Kiosks.

In the event the Units identified in paragraph A above cease operating primarily as Locally or Nationally Branded Specialty Retail Store(s) or the Units identified in paragraph B above cease providing Personal Services, the percentage of annual Gross Receipts for all sales derived from such Unit(s) shall be increased to the percentage provided for in paragraph C above. Upon Company's request, the County may agree to reduce the Percentage Rent (and associated Monthly Percentage Rent) for sales at other locations to the percentage provided for in paragraphs A and B above; provided that the concepts at such locations will be modified to be Locally or Nationally Branded Specialty Retail Store(s) or provide Personal Services and Company can demonstrate that payment of a higher Percentage Rent is not feasible. In the event the County agrees to such a reduction, the parties shall enter into an amendment to this Agreement

providing for such concept modifications and Percentage Rent reductions. Notwithstanding the foregoing, the County shall have no obligation whatsoever to agree to a reduction in the Percentage Rent.

Performance Guarantee has the meaning provided in Section 6.09.

Personal Property means all movable property not directly related to the retail sales operations conducted under this Agreement, including office furniture, office equipment, and office supplies.

Personal Services means services typically provided at nail salons, hair salons, barber shops and/or spas and may include other similar services, as approved by the Department.

Proposal means the document, including attachments and exhibits, submitted by Company in response to the RFP.

Prohibited Items means the items identified in the attached Exhibit "B", as may be amended from time to time by the Department upon written notice to Company.

Public Areas means the areas in and around the Terminal designated by the County for non-exclusive public use, including, but not limited to, walkways, roadways, waiting rooms, hallways, restrooms and other passenger conveniences.

RFP means the County's Request for Proposals issued for this Agreement, RFP #RFP-PB-07-5, as amended.

Second Mid-term Refurbishment has the meaning provided in Section 7.03.

Sign or Signs includes, but is not limited to, identification signs, company logos, advertising, promotions, stickers, photographs, art displays, and the like.

Staple Items means the items identified in the attached Exhibit "C", as may be amended from time to time by the Department upon written notice to Company.

Statement of Costs has the meaning provided in Section 7.02.

Statement of Gross Receipts has the meaning provided in Section 6.04.

Street Prices means the average price of items of like size and quality sold at retail outlets in Palm Beach County. Street Prices for printed materials shall be the price listed on the inside or outside cover of the materials.

Street Pricing Policy means the pricing policy provided for herein that prohibits the prices of Staple Items to exceed Street Prices.

Tenant Design Guidelines means the design guidelines prepared by the Department for retail concessions at the Airport, which are attached hereto as Exhibit "D", as may be amended from time to time by the Department upon written notice to Company.

Term has the meaning provided in Section 3.02.

Terminal means the passenger terminal building located at the Airport, including the Main Terminal, Concourses A, B, and C, and all related pre- and post-security locations.

Trade Fixtures means all non-affixed items, except expendables and Personal Property, that can be removed without damage to the Leased Premises, including cash registers, safes, display fixtures, and the like.

Transition Period means the period from the Commencement Date until the date

of Beneficial Occupancy.

Transition Plan has the meaning provided in Section 3.04.

Traveler Services may include, but shall not be limited to, travel insurance, foreign currency exchange, automated teller machines, facsimile and photocopy services, Florida Lottery ticket sales, shoe shine services, mailbox facilities, travel information, pre-paid telephone cards, flower and balloon sales, hotel reservations, notary services, conference room rental, US money orders, money wire transfer services, pre-paid cellular airtime refills, internet kiosks, security mail-back services, change machines, overnight delivery shipping services, data port hook up, or other similar traveler's services, which are in public demand.

ARTICLE 2- LEASED PREMISES

2.01 Description of Leased Premises.

Subject to the terms, conditions and covenants set forth herein, the County hereby leases to Company, and Company hereby agrees to lease from the County the Leased Premises. Company acknowledges that the square footages of the concession units identified in Exhibit "A" are estimates and that the actual size of the concession units may vary based upon build-out of the units. The parties further acknowledge that the final locations for Units B-4 (10-Minute Manicure) and C-4 (10-Minute Manicure) are undetermined as of the Effective Date of this Agreement and agree that the locations for such units shall be subject to mutual agreement of the parties; provided that Unit B-4 shall be located post-security on Concourse B and Unit C-4 shall be located post-security on Concourse C. The County shall have the right to re-measure the concession units after the date of Beneficial Occupancy to determine the actual square footage of the concession units. The parties shall enter into an amendment to replace Exhibit "A" to this Agreement to reflect the actual square footages of the concession units as determined by the County and to identify the final location of Units B-4 and C-4. The Airport Director may execute an amendment entered into by the parties pursuant to this Section 2.01 on behalf of the Board of County Commissioners.

2.02 Relocation.

A. The County may expand, reduce, or relocate Leased Premises in the Terminal in accordance with the requirements of this Section. Any such relocation, expansion, or reduction shall be accomplished as expeditiously as reasonable under the circumstances by Company, and the parties shall enter into an amendment to this Agreement reflecting any adjustment to the Leased Premises and the improvements required to be made to any alternative or expanded premises. To the extent space is available within the Terminal, the County will attempt to provide Company with alternate premises that are comparable to any space that may be required to be vacated by the County.

B. In the event that the County determines, in its sole and absolute discretion, it is necessary to relocate, expand or reduce all or a portion of the Leased Premises, the County agrees to:

1. Notify Company at least ninety (90) days in advance of the relocation, expansion or reduction of the Leased Premises; and

2. Buy out Company's un-depreciated capital investment in the Leasehold Improvements located within those portions of the Leased Premises affected by a required relocation or reduction in accordance with the provisions of Section 18.06(A).

C. Company shall improve any alternative or expanded premises to ensure quality, uninterrupted retail concession services are available in such areas in accordance with the requirements of this Agreement. The amount of any capital investment required to be made by Company to any alternative or expanded premises

shall be subject to negotiation of the parties; provided, however, any improvements made to such spaces shall be comparable to the improvements made to other concession units within the Leased Premises.

2.03 Condition of the Leased Premises and Airport.

Company expressly acknowledges that it accepts the same "As Is, Where Is" in the condition existing as of the Commencement Date, together with all defects latent and patent, if any. Company further acknowledges that the County has made no representations or warranties of any nature whatsoever regarding the Airport or the Leased Premises, including, but not limited to, the physical condition of the Leased Premises or any improvements located thereon.

ARTICLE 3 - EFFECTIVE DATE/TERM

3.01 Effective Date.

This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and shall become effective when signed by the parties and approved by the Palm Beach County Board of County Commissioners (the "Effective Date").

3.02 Term.

Except as otherwise provided for herein, the term of this Agreement shall commence on the Commencement Date and expire on September 30, 2022, which is thirteen (13) years from the date of Beneficial Occupancy (the "Term"), unless terminated earlier as provided for in this Agreement. The County shall have no liability to Company if possession of any portion of the Leased Premises by Company is delayed due to construction delays or for other reasons beyond the County's control.

3.03 Unit B-1.

Company acknowledges that Unit B-1 (Starbucks) is under lease to the Food and Beverage Concessionaire. No representation or warranty is being given by the County as to when the Food and Beverage Concessionaire will vacate Unit B-1. In the event County is unable to provide Company with possession of Unit B-1 on or before February 1, 2009, the full extent of Company's damages and remedies against the County for any delay in providing Company with possession of Unit B-1 shall be an abatement of rental until such time as the County delivers possession of such concession unit to Company.

3.04 Transition Plan.

Within thirty (30) days of the Effective Date, Company shall deliver a written schedule for build out of the Leased Premises ("Transition Plan") to ensure that quality, uninterrupted retail concession services are available in the Terminal throughout the Term of this Agreement. The Transition Plan shall include a detailed description of any temporary facilities to be used by Company. The Transition Plan shall be subject to the prior written approval of the County. Build out of the Leased Premises shall be in accordance with the approved Transition Plan, unless otherwise approved in writing by the County.

3.05 Earlier Commencement Date.

Notwithstanding any provision of this Article to the contrary, in the event Unit C-3 is available prior to March 1, 2008 and/or the Food and Beverage Concessionaire vacates Unit B-1 prior to February 1, 2009, the Commencement Date for such space shall be the date the County notifies Company in writing that Company shall have the right to take possession of such space. Company shall deliver a modified Transition Plan to the County taking into account the earlier Commencement Date, which shall be subject to prior written approval of the County.

3.06 Transition at End of Term.

Company shall cooperate in good faith with the County for the transition of the retail concessions to the new retail concessionaire(s), if applicable, at the end of the Term of this Agreement to ensure quality, uninterrupted retail concession services remain available in the Terminal at all times. The parties shall meet one hundred twenty days (120) prior to the end of the Term to establish a plan for the orderly transition of the concession spaces to the new retail concessionaire(s), if applicable.

ARTICLE 4- RIGHTS AND OBLIGATIONS

4.01 Merchandise.

Company shall have the non-exclusive right and obligation to sell printed materials, sundries, gifts, and general merchandise to passengers, employees, and the general public in accordance with the terms and conditions of this Agreement. Except as otherwise provided for herein, Company shall not have the right to sell any food or beverages at the Airport. Company shall have the non-exclusive right to sell pre-packaged food items that do not require on-site preparation, such as pre-packaged sandwiches, bagged potato chips, snack size crackers, nuts or candy, and canned or bottled beverages. The County shall have the right to prohibit Company from selling any food items or beverages determined by the County, in its sole and absolute discretion, not to comply with the limitations set forth in this Section 4.01.

4.02 Space Allocation.

No more than ten percent (10%) of the concession space within the Leased Premises (excluding the Office and Storage Space) may be used for storage or office purposes.

4.03 Signs.

Company shall install and maintain appropriate Signs in or upon the Leased Premises, provided that the location, design, installation, and maintenance of all Signs shall be subject to the provisions of Article 15 and the prior written approval of the County.

4.04 Employee Parking.

Parking for Company's employees shall be provided by the County on a space-available basis in the employee parking area in common with employees of other operators and tenants at the Airport. The County shall charge Company a parking fee for the use by its employees of the employee surface parking area. The current employee parking rate is One Hundred Dollars (\$100) per space per year. The County may change the parking fee, from time to time, upon thirty (30) days prior written notice to Company. Parking fees shall be assessed to the Company on an annual basis and shall be paid by Company within fifteen (15) days of receipt of the parking invoice.

4.05 Construction.

Company shall construct improvements on the Leased Premises for use in its operations in accordance with the minimum investment requirements outlined in Article 7 and the plans and construction schedule approved, in writing, by the County.

4.06 Public Areas.

Company shall have the right to use the Public Areas for the uses for which those Public Areas are designed. Company's rights under this Section shall include the right of ingress and egress to and from the Leased Premises. Company acknowledges and agrees that the Public Areas shall at all times be subject to the exclusive control and management of the County. The County shall have the full right and authority to make all rules and regulations as the County may, in its sole and absolute discretion,

deem proper, pertaining to the proper operation and maintenance of the Public Areas. The County shall have the right to modify or relocate the Public Areas at any time and in any way it deems appropriate, including, but not limited to, reconfiguration of the Public Areas, expansion or contraction of the Public Areas, or changing access points to and from the Public Areas.

4.07 Additional Services.

The County may require Company to offer Traveler Services to the general public in the Terminal during the Term of this Agreement. In the event the County elects to require Company to provide Traveler Services, the parties shall negotiate an amendment to this Agreement for the provision of Traveler Services, which shall include the payment of reasonable concession or privilege fees to the County and may include additional leased premises (if necessary) for the provision of such services. Company may elect to subcontract for the provision of Traveler Services, subject to the prior written approval of the County, which approval shall not be unreasonably withheld.

4.08 Mobile Kiosks.

Subject to the terms and conditions of this Agreement, Company may sell bottled beverages, pre-packaged snacks and other similar convenience items from Mobile Kiosks on concourse locations, post-security within the Terminal. Company may have no more than one (1) Mobile Kiosk on each concourse at any time. Company is encouraged to periodically offer items for sale from a Mobile Kiosk on Concourse A during peak travel periods. Mobile Kiosks shall be attended by an employee at all times when in operation and shall promptly be returned to the Leased Premises when not in use. Mobile Kiosks shall be kept in a neat and clean condition at all times. The size and appearance of the Mobile Kiosks shall be subject to the approval of the Department. The Department shall have the right, in its sole and absolute discretion, to require Company to discontinue use of Mobile Kiosks at any time.

4.09 Charitable Contributions.

Company agrees to collect any money contributed by the public to the fountains located in the public areas on the second level of the Main Terminal (pre-security) on a monthly basis. Company shall remit the money collected and a donation in an amount equal to the money collected from the fountains or Two Hundred Fifty Dollars (\$250.00), whichever is greater, to a charitable organization approved by the Department.

ARTICLE 5 - RESTRICTIONS ON USES AND PRIVILEGES

5.01 Use of Leased Premises.

The Leased Premises shall be used only for the purposes expressly specified in this Agreement. Company shall not vacate or cease operations in any portion of Leased Premises without the prior written consent of the County during the Term of this Agreement.

5.02 Non-Exclusive Rights.

Company's rights under this Agreement are non-exclusive with the exception of the exclusive right to occupy and use the Leased Premises for the purposes set forth herein. Notwithstanding any provision of this Agreement to the contrary, the County shall retain the right to grant the same or similar privileges under separate agreements to other lessees or concessionaires at the Airport.

5.03 Conflicts with Other Concessions.

Notwithstanding any provision of this Agreement to the contrary, Company understands and agrees that, in the event of a conflict between Company and any other lessee or concessionaire in the Terminal as to specific items to be sold or services to be

provided, the Department shall make the final determination as to which product or service may be sold or provided by each concessionaire or lessee.

5.04 Prohibited Items.

Company shall not install, sell and/or display any Prohibited Items within the Leased Premises or Terminal.

ARTICLE 6 - RENT AND ACCOUNTING RECORDS

6.01 Monthly Rental during Transition Period.

During the Transition Period, Company shall pay to the County the Monthly Percentage Rent. The Monthly Percentage Rent shall be due on or before the fifteenth (15th) day of each and every month for the preceding month during the Transition Period and shall be delivered with the Statement of Gross Receipts.

6.02 Rental after Beneficial Occupancy.

Commencing on Beneficial Occupancy, Company shall pay to County annual rent equal to the greater of the Minimum Annual Guarantee or Percentage Rent ("Annual Rent"). Annual Rent shall be payable on a monthly basis as provided for herein and shall be reconciled on an annual basis in accordance with the provisions of Section 6.14 below.

6.03 Minimum Annual Guarantee.

A. The Minimum Annual Guarantee for each Lease Year shall be as follows:

Time Period	Minimum Annual Guarantee
First Lease Year	\$1,350,000
Second Lease Year	Ninety percent (90%) of the Annual Rent for the first Lease Year, or the Minimum Annual Guarantee for the first Lease Year, whichever is higher.
Third Lease Year and each Lease Year thereafter through remainder of the Term	Ninety percent (90%) of the Annual Rent for the prior Lease Year, or the Minimum Annual Guarantee for the prior Lease Year, whichever is higher.

B. Commencing on the date of Beneficial Occupancy and on the first (1st) day of each and every month thereafter, Company shall pay to the County one-twelfth (1/12) of the Minimum Annual Guarantee for the applicable Lease Year, without demand, deduction, holdback or setoff.

C. In the event the date of Beneficial Occupancy or the termination date of this Agreement occurs on a day other than the first or last day of a calendar month, the monthly Minimum Annual Guarantee payment payable pursuant to Section 6.03(B) shall be prorated based on the number of days in that month.

6.04 Statement of Gross Receipts.

On or before the fifteenth (15th) day of each month, Company shall deliver to the County a correct accounting statement, in a form and detail satisfactory to the Department, which includes the information required in this Section and is signed by Company or Company's responsible agent under penalty of perjury ("Statement of Gross Receipts"). Each Statement of Gross Receipts shall: (i) state the Monthly Percentage Rent due for the preceding calendar month; (ii) state the total amount of Gross Receipts for the preceding calendar month; (iii) state the total amount of Gross Receipts attributable to each concession unit located within the Leased Premises for the

preceding calendar month; (iv) state the total amount of Gross Receipts attributable to the sale of Personal Services by concession unit; and (v) separately identify any exclusions from Gross Receipts. Upon thirty (30) days prior written notice, the Department may require Company to change the form of the Statement of Gross Receipts and/or require the Company to submit additional information pertaining to Gross Receipts. Company agrees to modify the Statement of Gross Receipts upon the Department's written request and to provide any such additional information the Department may request in writing. The Department may require the Statement of Gross Receipts to be delivered electronically.

6.05 Percentage Rent.

After Beneficial Occupancy, in the event the Monthly Percentage Rent is greater than (1/12) of the Minimum Annual Guarantee for the applicable Lease Year, Company shall pay the difference to the County. Such payment shall be delivered with the Statement of Gross Receipts on or before the fifteenth (15th) day of the month.

6.06 Rent for Additional Office and Storage Space.

In the event Company desires to lease additional office and/or storage space within the Terminal, Company shall be required to pay rental for the use of such space in addition to the rental provided for herein. The parties shall enter into an amendment to this Agreement to provide for the rental of any additional office and/or storage space to Company.

6.07 Place of Payment and Filing.

All payments required to be made by Company and all reports required to be filed hereunder shall be delivered to:

Palm Beach County Department of Airports
ATTN: Accounting Section
846 Palm Beach International Airport
West Palm Beach, Florida 33406-1470

The designated place of payment and filing may be changed at any time by the Department upon ten (10) days prior written notice to Company. Payments made by check shall be payable to "Palm Beach County". Company assumes all risk of loss if payments are made by mail.

6.08 Form of Payment.

All payments due under this Agreement shall be paid in lawful money of the United States of America, without offset or deduction or prior notice or demand. No payment by Company or receipt by the County of a lesser amount than the payment due shall be deemed to be other than on account of the payment due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed to establish an accord and satisfaction, and the County may accept such check or payment without prejudice to the County's right to recover the balance of said amount due or pursue any other remedy available under this Agreement.

6.09 Performance Guarantee.

Prior to the Effective Date, Company shall deliver a surety bond or a clean, irrevocable letter of credit in favor of the County in a form and issued by a company satisfactory to the County (the "Performance Guarantee"). The Performance Guarantee shall be in an amount equal to: (i) Six Hundred, Seventy-Five Thousand Dollars (\$675,000) during the Transition Period; and (ii) fifty percent (50%) of the Minimum Annual Guarantee for the then current Lease Year from Beneficial Occupancy through the remainder of the Term. The Performance Guarantee shall be continuously maintained throughout the Term and secure Company's full and faithful performance

and observance of all of Company's obligations under this Agreement and under any other written agreement between Company and the County. The Performance Guarantee shall not be considered to be held in trust by the County for the benefit of Company, and shall not be considered an advance payment of rent or a measure of the County's damages in the case of an event of default by Company. The County may, but shall not be obligated to, draw upon and apply the Performance Guarantee to: (i) pay any rent not paid on or before the date it was due and the County shall not be required to give notice or opportunity to cure before drawing on the Performance Guarantee; and/or (ii) remedy any other violation of this Agreement, after Company has received notice and opportunity to cure. Further the County may draw down the entire Performance Guarantee immediately, without notice to Company, upon receipt of a notice of non-renewal of the form of the Performance Guarantee. If the County applies any of the Performance Guarantee to any of the above, Company shall, immediately upon demand, replenish the Performance Guarantee to its full amount. If Company fully performs all of its obligations under this Agreement, the Performance Guarantee, or any balance remaining, will be released within thirty (30) days from the expiration or termination of this Agreement and delivery of the Leased Premises to the County. However, if any question exists concerning Company's full compliance with this Agreement or if there is any obligation under this Agreement to be performed after the expiration or earlier termination of this Agreement, the County shall be entitled to require that the Performance Guarantee remain in place until the County is fully satisfied that there has been no violation of the Agreement and all obligations due under this Agreement have been fully performed, even if it takes the County longer than thirty (30) days to make such a determination to the County's satisfaction.

6.10 Delinquent Rent.

Without waiving any other right or action available to the County, in the event any payment due to the County pursuant to this Agreement is not received by the County by the due date, Company shall pay to the County interest thereon at the rate of one and one-half percent (1.5%) per month or the maximum legal rate, whichever is greater, from the date such payment was due and payable until paid. Acceptance of interest on any overdue payment (or any portion of the overdue payment) by the County shall not constitute a waiver of Company's default with respect to such overdue payment, or prevent the County from exercising any of the other rights and remedies granted hereunder.

6.11 Sales and Use Tax.

Company shall pay monthly to the County 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 Leased Premises imposed by the United States of America, the State of Florida, or Palm Beach County, notwithstanding the fact that the statute, rule, ordinance or enactment imposing the same may endeavor to impose the tax on the County.

6.12 Accounting Records.

Company shall keep, throughout the Term of this Agreement, all books of accounts and records customarily used in this type of operation, and as from time to time may be required by the Department, in accordance with Generally Accepted Accounting Principals prescribed by the American Institute of Certified Public Accountants or any successor agency thereto. Such books of accounts and records shall be retained and be available for three (3) years from the end of each Lease Year, including three (3) years following the expiration or termination of this Agreement. The County shall have the right to audit and examine during normal business hours all such books of accounts and records relating to Company's operations hereunder. If the books of accounts and records are kept at locations other than the Airport, Company shall, at its sole cost and expense, arrange for them to be brought to a location convenient to the auditors for the County in order for the County to conduct the audits and inspections as set forth in this Article. Failure to maintain books of accounts and records as required under this Article shall be a material default of this Agreement. The

obligations arising under this Section shall survive the expiration or termination of this Agreement until satisfied.

6.13 Audit Requirements for Transition Period.

Within ninety (90) days after Beneficial Occupancy, Company shall provide the County with an audit report on all Gross Receipts from operations at the Airport and from the operations of any of Company's subsidiaries, contractors, management companies, or related or affiliated companies involved in providing services covered by this Agreement. The audit report shall cover the entire Transition Period. The audit report shall be in the format required by the Department and shall be prepared by an independent Certified Public Accountant, not a regular employee of Company, in accordance with Generally Accepted Auditing Standards prescribed by the American Institute of Certified Public Accountants or any successor agency thereto. The audit report shall include the following:

- A. The total amount of Gross Receipts for the Transition Period;
- B. A schedule of Gross Receipts by month attributable to each concession unit, which shall also detail any exclusions from Gross Receipts;
- C. A schedule of Gross Receipts by month attributable to the sale of Personal Services by concession unit, which shall also detail any exclusions from Gross Receipts;
- D. A schedule of rental payments that have been paid to the County; and
- E. The audit report shall include an opinion on: the schedule of all Gross Receipts by concession unit and by month; the schedule of Gross Receipts for Personal Services by concession unit and month; the schedule of payments to the County; any exclusions from Gross Receipts; and the calculation of rental payments.

Delivery of an audit report containing a qualified opinion, an adverse opinion, or a disclaimer of opinion, as defined by the American Institute of Certified Public Accountants or any successor agency thereto, shall be deemed to be a material breach of this Agreement. If the audit report indicates that the total rental (together with any sales taxes thereon) due and owing for the Transition Period is greater than the amount paid by Company to the County during the Transition Period, Company shall pay the difference to County with the audit report. If the total rental actually paid by Company to County during the Transition Period exceeds the total rental due and owing for the Transition Period, the County shall credit the overpayment in the following order: (i) against any past due amounts owed to the County by Company, including interest and late fees; (ii) against currently outstanding, but not yet due, rental payments owed to the County by Company; and (iii) against any other sums payable by Company to the County.

6.14 Audit Requirements after Beneficial Occupancy.

Within ninety (90) days after the end of each Lease Year, Company shall provide the County with an audit report on all Gross Receipts from operations at the Airport and from the operations of any of Company's subsidiaries, contractors, management companies, or related or affiliated companies involved in providing services covered by this Agreement. The audit report shall cover the preceding Lease Year. The audit report shall be in the format required by the Department and shall be prepared by an independent Certified Public Accountant, not a regular employee of Company, in accordance with Generally Accepted Auditing Standards prescribed by the American Institute of Certified Public Accountants or any successor agency thereto. The audit report shall include the following:

- A. The total amount of Gross Receipts for the preceding Lease Year;
- B. A schedule of Gross Receipts by month attributable to each concession

unit, which shall also detail any exclusions from Gross Receipts;

C. A schedule of Gross Receipts by month attributable to the sale of Personal Services by concession unit, which shall also detail any exclusions from Gross Receipts;

D. A schedule of rental payments that have been paid to the County; and

E. The audit report shall include an opinion on: the schedule of all Gross Receipts by concession unit and by month; the schedule of Gross Receipts for Personal Services by concession unit and month; the schedule of payments to the County; any exclusions from Gross Receipts; and the calculation of rental payments.

Delivery of an audit report containing a qualified opinion, an adverse opinion, or a disclaimer of opinion, as defined by the American Institute of Certified Public Accountants or any successor agency thereto, shall be deemed to be a material breach of this Agreement. If the audit report indicates that the total Annual Rental (together with any sales taxes thereon) due and owing for any Lease Year is greater than the amount paid by Company to the County during such Lease Year, Company shall pay the difference to the County with the audit report. If the total Annual Rental actually paid by Company to the County during any Lease Year exceeds the total Annual Rental due and owing for such Lease Year, the County shall credit the overpayment in the following order: (i) against any past due amounts owed to the County by Company, including interest and late fees; (ii) against currently outstanding, but not yet due, rental payments owed to County by Company; and (iii) against any other sums payable by Company to the County. Notwithstanding the foregoing, in the event of an overpayment by Company during the last Lease Year, the County shall credit the overpayment against any remaining amounts owed to County, including interest and late fees, and refund to Company any overpayment amount in excess of the credit. The obligations arising under this Section shall survive the expiration or termination of this Agreement until satisfied.

6.15 Audit by County.

Notwithstanding any provision in this Agreement to the contrary, the County or its representative(s) may at any time perform audits of all or selected operations performed by Company under the terms of this Agreement. In order to facilitate the audit performed by the County, Company agrees to make suitable arrangements with the Certified Public Accountant, who is responsible for preparing the audit reports on behalf of Company pursuant to Sections 6.13 and 6.14, to make available to the County's representative(s) any and all working papers relevant to the audit performed by the Certified Public Accountant. The County or its representative(s) shall make available to Company a copy of the audit report prepared by or on behalf of the County. Company shall have thirty (30) days from receipt of the audit report from the County or its representative(s) to provide a written response to the Department regarding the audit report. Company agrees that failure of Company to submit a written response to the audit report in accordance with the requirements of this Section shall constitute acceptance of the audit report as issued.

6.16 Abatement of Minimum Annual Guarantee.

In the event the number of passengers enplaning on scheduled airline flights at the Airport during any calendar month shall be less than seventy percent (70%) of the number of such enplaning passengers in the same month in the base calendar year of 2006, Company shall not be required to pay to the County that portion of the Minimum Annual Guarantee that would otherwise be due and payable in accordance with the requirements of this Agreement for that month. During the abatement period, Company shall continue to pay to the County the Monthly Percentage Rent with the Statement of Gross Receipts, and, if applicable, the County shall credit Company a pro-rated portion of any payment of the Minimum Annual Guarantee as may have been paid in advance. Company acknowledges and agrees that Company shall remain liable for payment of the full Percentage Rent notwithstanding any reduction in the Minimum Annual

Guarantee for that year.

ARTICLE 7 - MINIMUM INVESTMENT

7.01 Minimum Initial Investment.

Company shall expend a minimum of Four Million Five Hundred Fifty Eight Thousand Five Hundred Dollars (\$4,558,500) ("Minimum Initial Investment") on the construction, furnishing, and equipping (including Leasehold Improvements and Trade Fixtures) of the Leased Premises. Notwithstanding the foregoing, Excluded Costs shall not be counted toward Company's satisfaction of the Minimum Initial Investment expenditure requirement.

7.02 Certified Construction Costs.

Within sixty (60) days after completion of construction, Company shall provide the County with a statement certified by an independent Certified Public Accountant ("Statement of Costs"), which shall set forth: (i) the total cost of installing the Leasehold Improvements and Trade Fixtures, including the associated architectural, engineering, and interior design fees of independent consultants; and (ii) the Allowable Costs. Except as otherwise provided for herein, if the Allowable Costs incurred by Company are less than the required Minimum Initial Investment, Company shall pay the difference to the County within thirty (30) days of delivery of the Statement of Costs. In addition to the Statement of Costs, Company shall submit a depreciation schedule for all Leasehold Improvements by location calculated in accordance with Section 18.06(A). Such depreciation schedule shall be updated upon the installation and delivery of the Statement of Costs for all mid-term refurbishments. For purposes of the depreciation schedule, original installation and/or construction costs for the Leasehold Improvements shall not include Excluded Costs.

7.03 Mid-term Refurbishment.

Within the first sixty (60) days of the fifth (5th) Lease Year ("First Mid-term Refurbishment") and within the first sixty (60) days of the tenth (10th) Lease Year ("Second Mid-term Refurbishment"), Company shall submit plans and an implementation schedule for approval by the County for mid-term refurbishments to occur during the fifth (5th) and tenth (10th) Lease Years. The cost of such refurbishments shall be a minimum of Three Hundred Forty Thousand Six Hundred Dollars (\$340,600) for the First Mid-term Refurbishment and Three Hundred Forty Thousand Six Hundred Dollars (\$340,600) for the Second Mid-term Refurbishment (each, the "Minimum Mid-term Investment"). All mid-term refurbishments shall comply with the Tenant Design Guidelines. Company shall proceed with construction of all mid-term improvements in accordance with the implementation schedule approved by the Department. Within sixty (60) days of completion of each mid-term refurbishment, Company shall deliver a Statement of Costs prepared in accordance with Section 7.02. Excluded Costs shall not be counted toward satisfaction of the Minimum Mid-term Investment expenditure requirement. Except as otherwise provided for herein, if the Allowable Costs incurred by Company are less than the required Minimum Mid-term Investment, Company shall pay the difference to the County within thirty (30) days of delivery of the Statement of Costs.

7.04 Election to Defer Payment of Costs.

In the event Company fails to make the required Minimum Initial Investment or either Minimum Mid-term Investment, the County may elect to require Company to expend the difference between the Allowable Costs as detailed in the Statement of Costs and the Minimum Initial Investment or Minimum Mid-term Investment, as applicable, on the future improvement and refurbishment of the Leased Premises. In the event the County elects to defer payment of such costs, the parties shall enter into an amendment to this Agreement to address the improvement and refurbishment of the Leased Premises required to be made by Company pursuant to this Section 7.04.

ARTICLE 8 - IMPROVEMENTS

8.01 Approval of Plans and Specifications and Provision of Drawings.

Any improvements to be made to or upon the Leased Premises by Company, and any subsequent alterations or additions to such improvements, shall be subject to the prior written approval of the County. Full and complete plans and specifications for all work, facilities, improvements, and finishes, and the time required to complete same, shall be submitted to and receive the written approval of the County before any work or construction is commenced. First-class standards of design and construction, as determined by the County, shall be complied with in connection with all such work, facilities, and improvements; and all construction shall conform to the County's Tenant Design Guidelines. Sets of plans and materials for all improvements or subsequent changes therein or alterations thereof shall be given to the County for review prior to commencement of construction in accordance with the requirements listed in the Tenant Design Guidelines; after final approval by the County, the County shall return to Company one (1) approved copy for Company's records and shall retain one (1) approved copy as an official record thereof.

8.02 Improvements Conform to Statutes and Ordinances.

All improvements, furniture, fixtures, equipment, and finishes, including the associated plans and specifications, constructed or installed by Company, its agents, or contractors, shall conform in all respects to applicable statutes, ordinances, building codes, and rules and regulations, including the ADA Act of 1990, as outlined in the Tenant Design Guidelines. Any approval given by the County shall not constitute a representation or warranty as to such conformity; responsibility therefor shall at all times remain with Company.

8.03 Approvals Extend to Architectural and Aesthetic Matters.

Approval of the County shall extend to and include architectural and aesthetic matters and the County reserves the right at its sole and absolute discretion to reject any layout or design proposals submitted and to require Company to resubmit any such layout or design proposals until they receive the County's approval.

8.04 Disapprovals.

In the event of disapproval by the County of any portion of any plans or specifications, Company shall promptly submit necessary modifications and revisions thereof for approval by the County. No substantial changes or alterations, as determined by the County, shall be made in said plans or specifications after initial approval by the County, and no alterations or improvements shall be made to or upon the Leased Premises without the prior written approval of the County.

8.05 Provision of As-Built Drawings.

Upon completion of any construction project, Company shall provide the County two (2) completed sets of as-built drawings in reproducible form as specified by the County and an electronic file of As-Built Drawings in a format acceptable to the County. Company agrees that, upon the request of the County, Company will inspect the Leased Premises jointly with the County to verify the as-built drawings.

8.06 Construction Bonds.

Company shall ensure that all improvements are constructed to completion in accordance with the approved plans and specifications and that all persons or entities performing work or providing materials relating to such improvements including, but not limited to, all contractors, subcontractors, sub-subcontractors, laborers, materialmen, suppliers and professional, are paid in full for such services and materials. Company, at its sole cost and expense, shall cause to be made, executed and delivered to the County prior to commencement of any improvements to the Leased Premises, a bond,

drawn in a form and issued by a company approved by the County, guaranteeing compliance by the Company of its obligations arising under this Article 8.

8.07 Contractor Requirements.

Company shall require contractors to furnish for the benefit of the County a public construction bond as required under Section 255.05, Florida Statutes, in a form approved by County. Company 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 the County endorsed thereon, in such amounts and in such manner as County's Risk Management Department may reasonably require. The County's Risk Management Department may require additional insurance for any alterations, additions or improvements approved pursuant to this Agreement in such amount(s) as the County's Risk Management Department reasonably determines to be necessary.

8.08 No Liens.

Company covenants and agrees that nothing contained in this Agreement shall be construed as consent by the County to subject the estate of the County to liability under the Construction Lien Law of the State of Florida. Company shall notify any and all parties or entities performing work or providing materials relating to any improvements made by Company of this provision of this Agreement. If so requested by the County, Company shall file a notice satisfactory to the County in the Public Records of Palm Beach County, Florida, stating that the County's interest shall not be subject to liens for improvements made by Company. In the event that a construction lien is filed against the Leased Premises or other County property in connection with any work performed by or on behalf of Company, Company shall satisfy such claim, or transfer same to security within ten (10) days, the County may do so and thereafter charge Company, and Company shall promptly pay to the County upon demand all costs incurred by the County in connection with the satisfaction or transfer of such claim, including, but not limited to, attorney's fees.

8.09 Structural Alterations.

Company shall not make any structural alterations to the Leased Premises, without the prior written consent of the County.

8.10 Alterations to Airport.

Company acknowledges that from time to time the County may undertake construction, repair, or other activities related to the operation, maintenance, and repair of the Terminal that may temporarily affect Company's operations hereunder. Company agrees to accommodate the County in such matters, even though Company's own activities may be inconvenienced, and Company agrees that no liability shall attach to the County, its members, employees, or agents by reason of such inconvenience or impairment. It is agreed that in the event such activities of the County substantially impair the operations of Company under this Agreement, the Minimum Annual Guarantee shall be waived during such period of substantial impairment, with what constitutes "substantial impairment" being determined at the sole discretion of the County after consultation with Company.

8.11 Removal and Demolition.

Company shall not remove or demolish, in whole or in part, any Leasehold Improvements upon the Leased Premises or any improvements constructed by Company outside the Leased Premises without the prior written consent of the County. The County may, in its sole and absolute discretion, condition such consent upon the obligation of Company, at Company's cost, to replace the same by an improvement specified in such consent.

8.12 Video and Audio System.

Company may install video equipment in the Leased Premises in accordance with plans and specifications to be submitted to the County, but shall not install any paging or audio system within the Leased Premises without the prior written consent of the County.

ARTICLE 9 - TITLE

All improvements made to the Leased Premises by Company, and any additions and alterations thereto made by Company, shall be and remain the property of Company until the termination of this Agreement (whether by expiration of the Term, cancellation, forfeiture or otherwise), at which time said improvements and any additions and alterations thereto, with the exception of Personal Property, Trade Fixtures and expendables, shall become the property of the County, at no cost to the County. All improvements made outside the Leased Premises with the approval of the County shall become the property of the County upon installation.

ARTICLE 10 - MAINTENANCE

10.01 Airport Maintenance Obligations.

A. The County shall provide, or cause to be provided, structural maintenance of the Terminal and shall provide, or cause to be provided, the washing of the exterior of all windows, if any, in the Leased Premises at periodic intervals.

B. The County shall, throughout the Term of this Agreement, maintain all Airport-owned roads on the Airport giving access to the Terminal in good and adequate condition for use by cars and trucks and shall maintain free and uninterrupted access to the Terminal over said roads at all times, unless security or construction conditions dictate otherwise, including road closures required by the Department of Homeland Security or the Airport Police. The County reserves the right to restrict access to the Terminal for deliveries during peak activity periods upon ten (10) days' prior written notice of such restrictions.

10.02 Company's General Obligations.

Company shall be obligated, without cost to the County, to maintain the Leased Premises and every part thereof in good appearance, repair, and safe condition. Company shall maintain and repair all Leasehold Improvements on the Leased Premises and all furnishings, fixtures, and equipment therein, whether installed by Company or by others, including repainting or redecorating as necessary, and replacing or repairing worn carpet, tile, fixtures, or furnishings. Company shall be obligated to maintain all improvements constructed by Company outside the Leased Premises with the County's approval in good appearance, repair and safe condition, including, but not limited to, fountains, seating areas, flooring and other similar exterior improvements and/or features associated with the Leased Premises. The County shall have the right to cause any improvements constructed by Company outside the Leased Premises to be removed upon thirty (30) days prior written notice to Company. Company's responsibilities include the maintenance, repair, and replacement of all utility lines and connections, wiring, communication cables, fire alarm systems and protection devices, panels, and associated parts and equipment located within or exclusively serving the Leased Premises. All such maintenance and repairs shall be of quality equal to the original in materials and workmanship, and all work, including paint colors, shall be subject to the prior written approval of the County.

10.03 Preventative and Routine Maintenance Programs.

Upon the execution of this Agreement, Company shall establish a preventive and routine maintenance program to maintain the Leased Premises in like-new condition, the provisions of which shall be subject to the approval of and periodic review by the Department. On or before January 31 of each year, Company shall provide the Department with a written schedule of Company's cleaning and maintenance program.

10.04 County Sole Judge of Maintenance.

The County shall be the sole judge of the quality of maintenance of the Leased Premises. The County or its authorized agents may, during Company's working hours and without notice, enter upon the Leased Premises to determine if maintenance satisfactory to the County is being performed. If it is determined that such maintenance is not satisfactory, the County shall so notify Company in writing. If such maintenance is not performed to County standards by Company within seven (7) days after receipt of written notice, the County or its agents thereafter shall have the right to enter upon the Leased Premises and perform the maintenance thereof and Company agrees to promptly reimburse the County for the cost thereof, plus a twenty percent (20%) administrative overhead.

10.05 Routine Refurbishment.

On or about the commencement of each calendar year, representatives of the County and Company shall tour the Leased Premises and jointly agree upon what, if any routine refurbishment is required to maintain the Leased Premises in first-class condition, and Company shall promptly undertake such refurbishment at its sole cost and expense. If Company and the County cannot jointly agree upon the type and extent of refurbishment, the County may, in its sole discretion, determine the refurbishment required. For purposes of this paragraph, "refurbishment" shall mean the routine repainting or redecoration of concession space within the Leased Premises, including the replacement or repair of worn carpet, tile, furnishings, fixtures, finishes, or equipment.

10.06 Hazardous Conditions.

Upon discovery, Company shall immediately give oral notice to the Airport Director of any hazardous or potentially hazardous conditions in the Leased Premises or in the Terminal. Any hazardous or potentially hazardous condition in the Leased Premises shall be corrected immediately by Company upon receipt of oral notice from the Airport Director. At the direction of the Airport Director, Company shall close the Leased Premises until such hazardous or potentially hazardous condition is removed.

10.07 Maintenance Personnel and Program.

Company agrees to employ sufficient personnel, and provide the necessary equipment, to keep the Leased Premises and all furnishings, fixtures, and equipment clean, neat, safe, sanitary, and in good working order and condition at all times.

10.08 Health and Sanitary Regulations.

Company shall comply with all health and sanitary regulations adopted by all applicable governing bodies and all rules and regulations promulgated by the County. Company shall give access for inspection purposes to any duly authorized representatives of such governing bodies and to the Airport Director. Company shall provide the County with copies of all inspection reports, within forty eight (48) hours of receipt.

10.09 Trash and Refuse.

Company shall provide a complete and proper arrangement for the adequate sanitary handling of all trash and other refuse caused as a result of the operation of the Leased Premises and shall provide for its timely removal and placement in the Airport-provided dumpster. Piling of boxes, cartons, barrels, or other similar items in view of a public area is prohibited. Company shall keep any areas used for trash and garbage storage prior to removal from Airport in a clean and orderly condition so as not to attract rodents, pests, or birds, or create an offensive odor.

10.10 Transporting Trash and Refuse.

In transporting trash and refuse from the Leased Premises, Company shall use only carts, vehicles, or conveyances that are covered, leak proof, and equipped with wheels suitable for operating on carpets and tile without damage thereto. Such disposal shall take place during hours as may be approved by the County. Trash or debris shall not be allowed to accumulate or be stored on any portion of the Leased Premises.

10.11 Cleaning and Janitorial Services.

Company shall at all times maintain the Leased Premises, including all customer seating areas, and all equipment and materials used by Company in a clean and sanitary condition, including, but not limited to, keeping them free of rubbish, dirt, insects, rodents and vermin in accordance with the policies set by the County as well as all laws, statutes, ordinances, and regulations set by the local and regional governmental agencies. All cooking equipment, refrigeration, freezer, storage units, and piping shall be constructed to facilitate the necessary cleaning and sterilization. Company shall provide and maintain trash receptacles, as required, in any customer seating areas provided within the Leased Premises.

ARTICLE 11- UTILITIES

11.01 County Improvements and Services.

The County shall provide and maintain, water, sewer, general lighting, electrical power, and heating and air-conditioning for the Terminal. Electrical service shall be provided to the perimeter of the Leased Premises only, with build-out within the Leased Premises the responsibility of Company. At no time shall Company's use of electric current exceed the capacity of the wiring servicing the Leased Premises. Temperatures in the Leased Premises shall be comparable to temperatures within the Terminal. If Company requires additional capacity for lighting, electrical power, water, telephone outlets, or adjustments to the heating and air-conditioning system, beyond the capacities provided by the County, such additional improvements or services shall be subject to the prior written approval of the Department, and any such approved improvements or services shall be made at Company's expense.

11.02 Utility Charges.

Company agrees to pay for all utilities it uses, including deposits, installation costs, and service charges. No such payment of utilities shall constitute a payment of rent or credit against any other amount due under this Agreement. Meters for the utilities shall be installed by Company. In the event meters are impractical, the Department shall cause a monetary estimate of annual utility consumption to be prepared, which shall be payable monthly and adjusted from time to time by the Department based on increases in utility rates.

11.03 Company's Right to Additional Services.

Company may, at its own expense, request and receive telephone services, Wi-Fi services, or communication systems and shall obtain written approval from the County before installation. Shared tenant Wi-Fi services may be installed by the County and Company may be required to obtain their Wi-Fi services through the County's Wi-Fi provider in the future.

11.04 Interruption of Service.

The County shall not be liable for any interruptions to the utility services provided at the Airport or to the Leased Premises.

ARTICLE 12 - DAMAGE OR DESTRUCTION

12.01 Damage Caused To Airport Property.

Any damage caused to the Airport or any Airport property or operations or the property of any other tenant, person, or entity caused by Company or its officials, employees, agents or contractors, or as a result of the operations of Company, shall be the responsibility of Company and Company shall reimburse the County for any such damage paid for by the County within thirty (30) days of billing by the County. Any sums so paid by the County shall bear interest at the rate of eighteen percent (18%) per annum or the highest rate allowed by law, whichever is greater, from the date paid by the County until the County has been fully repaid. If the same type of damage is caused by Company more than once, such as a water leak or electrical service interruption, the County shall review and approve Company's plan of repair or may require that Company allow the County to make the repair and then reimburse the County for the cost of such repair.

12.02 Damage to Leased Premises.

A. If the Company's Leased Premises, excluding Company's Leasehold Improvements or Trade Fixtures, are partially damaged by fire or other casualty, but not rendered untenable, the same shall be repaired to usable condition with reasonable diligence by the County subject to the limitations provided for in this Article. In the event such damage is caused by the negligence of the Company or its officials, agents or employees, it shall be the responsibility of the Company to pay all loss, damage and costs not covered by Company's insurance proceeds. Should a portion of the Leased Premises be untenable, as reasonably determined by the County, rent for the untenable portions of the Leased Premises shall be abated as provided for herein for the period from the occurrence of the damage to the completion of the repairs. The amount of the rent abatement shall be calculated as the pro rata portion of the Minimum Annual Guarantee owed for the untenable portions of the Leased Premises and such pro rata portion shall be calculated based on the square footage of the untenable Leased Premises as a percentage of the total square footage of the Leased Premises (excluding Office and Storage Space).

B. If the Leased Premises, excluding Company's Leasehold Improvements or Trade Fixtures, are completely destroyed by fire or other casualty or so damaged as to remain untenable for more than sixty (60) days, the County shall be under no obligation to repair or reconstruct such Leased Premises. The rent for the affected portions of Company's Leased Premises shall be abated as provided for herein for the period from the date of such occurrence until such space is temporarily replaced with other space(s), if available, which are sufficient to allow Company to operate. The amount of the rent abatement shall be calculated as the pro rata portion of the Minimum Annual Guarantee owed for the untenable portions of the Leased Premises and such pro rata portion shall be calculated based on the square footage of the untenable Leased Premises as a percentage of the total square footage of the Leased Premises (excluding Office and Storage Space).

C. The County shall notify Company in writing within sixty (60) days of the occurrence of such casualty whether it intends to repair or reconstruct the damaged Leased Premises. If the County elects to repair or reconstruct, it shall do so with reasonable diligence subject to limitations provided for in this Article, unless such damage was caused by the negligence of the Company or its officials, employees, or agents, in which case it shall be the responsibility of the Company to pay for all losses, damage and costs. Should the County elect not to repair or reconstruct the Leased Premises, this Agreement shall terminate as to the untenable portions of the Leased Premises on the date of the County's written notification.

12.03 Insurance Proceeds.

Upon receipt by Company of the proceeds of any applicable insurance policy or policies, the proceeds shall be deposited in an escrow account approved by the

Department 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 Company or officials, agents or employees, Company 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 Company.

12.04 Limitations to County's Obligations.

The County's obligations to repair or reconstruct under the provisions of this Article shall be limited to repairing or reconstructing damaged facilities to substantially the same condition that existed prior to any improvements made by Company and shall further be limited to the extent of insurance proceeds available to the County for such repair or re-construction except as provided in Section 12.03. Company agrees that, if the County elects to repair or reconstruct as provided in this Article 12, then Company shall proceed with reasonable diligence, at its sole cost and expense, to reconstruct or replace the improvements installed by Company in or about the Leased Premises in a manner and in a condition at least equal to that which existed prior to its damage or destruction.

ARTICLE 13 - CONCESSION OPERATION

13.01 Hours of Operation.

Company shall actively operate the Concession in the Leased Premises in a business-like manner. The Leased Premises shall be open to serve the public seven (7) days per week and the hours of operation shall be such that passengers of any and all flights departing from the Airport will be accommodated. In no event shall the hours of operation be curtailed to an extent that the service contemplated under this Agreement shall be diminished. Company shall operate at such hours as deemed necessary by the Department to provide a high level of service to the traveling public. The hours of operation may be modified from time to time upon fifteen (15) days prior written notice from the Department to Company. No facilities shall be blocked off or closed at any time during the designated minimum hours of operation. Except as otherwise designated by the Department in writing, the minimum hours of operation shall be as follows:

Minimum Hours of Operation

Units	Minimum Hours of Operation
Main Terminal, Pre-Security Units	4:30 a.m. to 11:00 p.m., every day
*Concourse, Post-Security Units	4:30 a.m. to 9:30 p.m., every day

**The concourse concession units must be open and ready to serve customers when the security screening checkpoint opens.*

All locations shall remain open to accommodate flight delays that are expected to last more than one-half hour to serve Airport customers.

13.02 Delivery of Goods.

Company shall arrange and be responsible for the timely delivery of all goods, stock, fixtures, and supplies to and from the Leased Premises, at such times, at such on-Airport location(s), and by such on-Airport routes as approved in writing by the County. Company agrees that all deliveries shall be made during the times and at the locations(s) designated by the Department.

13.03 Cash and Record Handling Requirements.

A. Company shall at all times observe cash and record handling procedures and maintain cash and record handling systems in accordance with written procedures submitted to and approved by the County. The County and Company agree that such written procedures may be revised from time to time, as mutually agreed upon by Company and the County, upon the advent of generally accepted technological changes. The agreed-upon cash and record handling procedures and required systems shall be incorporated in the written policy and rules and regulations of Company that cover the accounting and handling of all sales and services transactions related to this Agreement.

B. Company shall maintain fidelity bonds in amounts standard within the airport concession industry on its employees engaged in activities under this Agreement.

13.04 Shopping Service and Surveys.

The County shall have the right at its cost to monitor and test all of Company's services by a shopping service selected by the County and enter the Leased Premises to conduct surveys that may or may not pertain to Company's business.

13.05 Failure to Use Required Procedures and Systems.

Where customer sales have not been recorded because of failure by Company to comply with the requirements of this Agreement or for any other reason, Company shall pay to the County the amount that would have been due the County, plus one and one-half percent (1.5%) per month or the maximum legal rate, whichever is greater, for each month that sales were not recorded. The County shall have the right to make, through a qualified shopping service or consultant, a reasonable estimate of the losses.

ARTICLE 14- QUALITY AND CHARACTER OF SERVICE

14.01 Merchandising Plan.

Company shall upon written demand from the County cease selling any item that the County shall determine is objectionable for sale or display at the Airport and immediately remove such item from its inventory and not thereafter offer such item for sale at the Airport. Upon prior written approval from the County, Company may from time to time add or delete items from its merchandise offerings.

14.02 Quality of Merchandise.

Company shall offer for sale only high-quality products, which are safe, free of adulteration, sanitary, properly labeled, and as advertised. Upon written notice to Company by the County of any violation of this provision, Company shall forthwith correct the condition objected to within three (3) days after receipt of such notice.

14.03 Street Pricing Policy.

A. Staple Items shall be priced at no more than Street Prices.

B. For each Staple Item, Company shall provide the County with the names of three (3) retail outlets in Palm Beach County that sell the item and are comparable in size and quality to the Leased Premises at the Airport. The comparable outlets must be valid comparables and will be used as the basis for price comparisons during the Term of this Agreement to determine compliance with the Street Pricing Policy.

C. During the Term of this Agreement, Company shall at least semi-annually provide documentation to the County comparing the prices it charges at the Airport with the prices charged by the designated comparable outlets to establish Company's compliance with the Street Pricing Policy. The items used in the foregoing price comparisons shall be the ten (10) Staple Items sold by Company having the highest dollar sales volume and another five (5) items selected as having the highest number of

units sold. Additionally, no more than twice per year, the County may require Company to perform a price comparison of up to twenty (20) Staple Items selected by the County.

14.04 Adult Materials.

Any adult materials approved for sale in the Leased Premises shall be handled in a discreet manner so as not to offend the public. Adult magazines shall be wrapped or covered, except for the name, and their manner of display shall be subject at all times to the County's approval. Any other adult materials shall be handled as directed by the County. Company shall immediately remove from the Leased Premises all adult materials that the County directs it to so remove and shall not thereafter display such material on the Leased Premises. For the purposes of this Section, the County's designation of an item as adult material shall be final.

14.05 Right to Object.

The Department shall have the right to raise reasonable objections to the appearance or condition of the Leased Premises, the quality and quantity of merchandise, the character of the service, the hours of operation, the appearance and performance of service personnel, and to require any such conditions or practices objectionable to the Department to be remedied by Company.

14.06 Nondiscriminatory Services Requirement.

Company shall provide all services authorized hereunder to its customers and patrons upon a fair, equal, and nondiscriminatory basis and charge fair, reasonable, and nondiscriminatory prices; provided, however, that Company may make or give such reasonable and nondiscriminatory discounts, rebates, or other similar price reductions as it may desire to its employees, Airport employees, seniors and military

14.07 Type of Operation.

Company shall maintain and operate the Leased Premises granted hereunder in an orderly, proper, and first-class manner, which, in the sole judgment of the County, does not annoy, disturb, or offend others at the Airport.

14.08 Replacements and Refunds.

Company shall without any additional charge to the purchaser, exchange any product determined by the purchaser to be unsatisfactory, flawed, defective, or of poor quality or shall provide a full refund of the purchase price.

14.09 Credit and Debit Cards and Travelers Checks.

At all times during the Term of this Agreement, Company shall accept as payment for goods and services travelers' checks and at least three (3) nationally recognized credit or debit cards as designated by the County. The selection of acceptable credit cards shall include at least two (2) of the following: VISA, Master Card, or American Express. Such travelers' checks and credit and debit cards shall be accepted as a service to the public for all purchases.

14.10 Services to the General Public.

Company shall without charge provide services such as making change, giving directions, and providing general information to the public. Company shall strive to ensure that all of its employees know the layout of the Terminal and have the ability to provide passengers and visitors with information regarding the locations of Airport services.

14.11 Shipping Services.

Company shall offer product shipping to anywhere in the United States.

Customers shall be offered handled bags for purchases.

14.12 Additional Compliance.

Company shall comply with all applicable governmental laws, ordinances, and regulations in the conduct of its operations under this Agreement.

14.13 Personnel.

A. Company shall maintain a sufficient number of properly trained personnel to ensure that all customers of Company receive prompt and courteous service at all times. All such personnel, while on or about the Leased Premises, shall be polite, clean, appropriately attired, and neat in appearance. Employees of Company shall wear appropriate nametags, subject to the approval of the County, and employees performing similar jobs shall have a similar dress code or wear similar uniforms, which shall be clean and pressed. The County shall have the right to object to the demeanor, conduct, and appearance of any employee of Company, or any of its invitees or those doing business with it, whereupon Company shall take all steps necessary to remedy the cause of the objection.

B. The management, maintenance, and operation of the Leased Premises shall be at all times during the Term hereof under the supervision and direction of an active, qualified, competent, and experienced manager, who shall at all times be authorized to represent and act for Company. Company shall cause such manager to be assigned a duty station or office in the Leased Premises at which he or she shall be available during normal business hours, and Company will at all times during the absence of such manager assign, or cause to be assigned, a qualified subordinate to assume and be directly responsible for the carrying out of his or her duties. A local representative of the Company shall be available by telephone 24 hours per day, 7 days per week, 365 days per year in case of an emergency. The contact information for this representative shall be on record with the County at all times.

ARTICLE 15 - SIGNS AND ADVERTISING

15.01 Right to Install.

Company may install and operate upon or in the Leased Premises, and at Company's sole cost and expense, Signs containing its name and representing its business in accordance with the guidelines established in the Tenant Design Guidelines. Company acknowledges the County's desire to maintain a high level of aesthetic quality in the Terminal and in all concession facilities throughout the Terminal. Company covenants and agrees that, in the exercise of its privilege to install and maintain appropriate Signs on the Leased Premises, Company shall submit to the County the size, design, content, and intended location of each and every Sign it proposes to install on or within the Leased Premises, and that no Signs of any type shall be installed on or within the Leased Premises without the specific prior written approval of the County as to the size, design, content, and location. Handwritten, or hand lettered Signs are prohibited. Notwithstanding any prior written approval, Company shall install, remove, or modify any Signs as directed in writing by the Department. The County's failure to require removal of any Sign placed on or about the Leased Premises without written permission shall not be deemed a waiver of the County's authority to require removal of any unapproved Sign.

15.02 Signs and Fixtures Outside Leased Premises.

Company shall not place or install any racks, stands, Trade Fixtures, pedestal Signs, or other displays of products outside the boundaries of the Leased Premises without the prior written approval of the Department.

15.03 Removal of Signs.

Upon the expiration or sooner termination of this Agreement, Company shall, if requested by the Department, remove any and all identification Signs and similar devices placed by Company on or in the Leased Premises. In the event of the failure on the part of Company to so remove each and every Sign as requested by the Department, the Department may perform such work and, upon demand, Company shall pay the cost thereof to the County.

ARTICLE 16 - INDEMNIFICATION

Company agrees to protect, defend, reimburse, indemnify and hold the County and 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 the County is named or joined, arising out of this Agreement or Company's use or occupancy of the Leased 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, and any third or other party whomsoever, or any governmental agency, arising out of or incident to or in connection with Company's acts, omissions or operations hereunder, or the performance, non-performance or purported performance of Company or any breach of the terms of this Agreement; provided, however, Company shall not be responsible to the 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 the County its respective agents, servants, employees and officers. Company further agrees to hold harmless and indemnify the 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 Company's activities or operations or use of the Leased Premises whether or not Company was negligent or even knowledgeable of any events precipitating a claim or judgment arising as a result of any situation involving the activities. This indemnification shall be extended to include all deliverers, suppliers, furnishers of material, or anyone acting for, on behalf of or at the request of Company. Company recognizes the broad nature of this indemnification and hold-harmless provision, and acknowledges that the County would not enter into this Agreement 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 the County in support of this indemnification in accordance with laws of the State of Florida. The obligations arising under this Article shall survive the expiration or termination of this Agreement.

ARTICLE 17 - INSURANCE

17.01 Insurance Requirements.

Insurance requirements set forth below do not in any way limit the amount or scope of liability of Company under this Agreement. The amounts listed indicate only the minimum amounts of insurance coverage that the County is willing to accept to help insure full performance of all terms and conditions of this Agreement. All insurance required by Company under this Agreement shall meet the following minimum requirements set forth in this Article.

17.02 Certificates.

On or before the Effective Date, Company shall provide the County with certificates of insurance establishing the existence of all insurance policies required under this Article. Thereafter, the insurance policies shall not be subject to cancellation or change except after written notice to the County by registered mail at least thirty (30) days prior to the expiration date, cancellation, or material change of any insurance policy. No insurance policy may be canceled without at least thirty (30) days' prior written notice being given to the County. Where any policy has a normal expiration during the Term of this Agreement, written evidence of renewal shall be furnished to the County at least thirty (30) days prior to such expiration. Upon written request by the County, Company shall permit the County to inspect the originals of all applicable

policies. Insurance must be maintained without any lapse in coverage during the entire Term. Insurance canceled by Company without the County's prior consent shall be deemed a material default under this Agreement. The County shall also be given certified copies of Company's policies of insurance, upon request. Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements, or failure of the County to identify a deficiency from the evidence provided, shall not be construed as a waiver of Company's obligations to maintain the insurance required by this Agreement.

17.03 Additional Insured; Separation of Insureds.

The County and its elected and appointed officials, agents, and employees shall be named as an additional insured with respect to the Company's use of the Airport and the Leased Premises in each general liability policy and as an additional insured and loss payee in each property insurance policy. Such insurance shall provide cross-liability coverage equivalent to the standard Separation of Insureds clause published by the Insurance Services Offices ("ISO") or a successor organization. Company shall supply the County with certification from the insurance carrier that the County and its elected and appointed officials, agents, and employees are so named. The Additional Insured endorsement shall read "*Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o*

*Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470.*

17.04 Primary Coverage.

The required policies shall provide that the coverage is primary, and will not require any contribution from any insurance or self-insurance carried by the County.

17.05 Company Ratings.

Policies of insurance must be placed with companies or underwriters authorized to issue insurance in the State of Florida that carry an A.M. Best rating of "A-" or better or equivalent.

17.06 Deductibles and Retentions.

Any deductible or self-insured retention exceeding fifteen percent (15%) of the per-occurrence or per-accident limit of a required policy is subject to approval by the County.

17.07 Required Insurance.

At all times during this Agreement, Company shall provide and maintain in full force and effect, the following types of coverage:

A. General Liability Insurance. The insurance policy(ies) shall be the standard comprehensive general liability insurance coverage, with aircraft exclusions deleted to cover all operations of the Company and shall include, but not by way of limitation, bodily injury, property damage, products liability, automobile, including owned, non-owned, leased and hired, and contractual coverage, including the obligations pursuant to this Agreement. Company shall maintain an occurrence form commercial general liability policy or policies insuring against liability arising from the use of the Leased Premises (including loss of use thereof), operations, independent contractors, products-completed operations, bodily injury and advertising injury, and liability insured under an insured contract (including the tort liability of another assumed in a business contract) occurring on or in any way related to the Leased Premises or occasioned by reason of the operations of Company. Such coverage shall be written on an ISO occurrence form CG 00 01 0196 (or a substitute form providing equivalent

coverage) in an amount of not less than Five Million Dollars (\$5,000,000.00), combined single limit or split limits equal to and not less than Five Million Dollars (\$5,000,000.00), for bodily injury and property damage with respect to each occurrence, such limits shall be subject to adjustment by the County during the Term of this Agreement.

B. Fire and Property Insurance. Upon completion of construction, Company shall procure and maintain policies of insurance at its own expense, insuring the Leased Premises and improvements thereon against all perils of direct physical loss, excluding earthquake and flood. The insurance coverage shall be for not less than one hundred percent (100%) full replacement value of the Leased Premises and improvements with an agreed amount clause and a reasonable and customary deductible on the Leased Premises and improvements. Such amount is subject to final approval by the County. The Company shall furnish to the County evidence that such coverage has been procured and is being maintained in full force and effect. The County maintains property insurance that covers the Terminal, but will not cover any improvements made by Company to the Leased Premises.

C. Workers' Compensation Insurance. Company shall maintain in force Workers' Compensation insurance for all of Company's employees in accordance with all requirements of Florida law, including Chapter 440 of the Florida Statutes. Company shall also maintain employers' liability coverage in an amount not less than One Hundred Thousand (\$100,000.00) per accident and Five Hundred Thousand (\$500,000.00) per employee for disease. In lieu of such insurance, Company may maintain a self-insurance program meeting the requirements of the State of Florida and a policy of excess workers' compensation and employer's liability insurance.

D. Builder's Risk Insurance. During any construction activity, Company shall obtain and maintain for the benefit of the parties to this Agreement, as their interest may appear, "special peril" Builder's Risk insurance equal to one hundred percent (100%) of the value of the project. Coverage shall also include: (i) form work in place; (ii) form lumber on site; (iii) temporary structures; (iv) equipment; and (v) supplies related to the work while at the site. In the event Company fails to maintain such insurance, the County may, at its option, arrange therefor, and any premium incurred shall be reimbursed by Company to the County upon demand.

E. Business Interruption. Company shall maintain gross earnings and extra expense insurance that shall include coverage for all rent due in accordance this Agreement for a minimum of a six (6) month period. The proceeds of such insurance shall be used first to continue rent payments to the County.

17.08 Waiver of Subrogation.

Company waives any right of action that it and/or its insurance carriers might have against the County (including their respective employees, officers, commissioners, or agents) for any loss, cost, damage, or expense to the extent that such loss or damage is covered by any property insurance policy or policies maintained or required to be maintained pursuant to this Agreement and to the extent that such proceeds (which proceeds are free and clear of any interest of third parties) are received by the party claiming the loss. Company also waives any right of action it and/or its insurance carrier might have against the County (including its elected and appointed officials, agents, and employees) for any loss to the extent such loss is a property loss covered under any applicable automobile liability policy or policies required by this Agreement. If any of Company's property or automobile insurance policies do not allow the insured to waive the insurer's rights of subrogation prior to a loss, Company shall cause it to be endorsed with a waiver of subrogation that allows the waivers of subrogation required by this Section.

17.09 Company's Risk.

Company shall be responsible for obtaining any insurance it deems necessary to cover its own risks. In no event shall the County be liable for any: (i) business interruption or other consequential loss sustained by Company; (ii) damage to, or loss of

Company's property of any kind; or (iii) damage to, or loss of, an automobile, whether or not such loss is insured, even if such loss is caused by the negligence of the County.

17.10 Periodic Review.

The County shall have the right to periodically review the types, limits, and terms of insurance coverage. In the event the County determines that such types, limits, and/or terms should be changed, the County will give Company a minimum of thirty (30) days' notice of such determination and Company shall modify its coverage to comply with the new insurance requirements of the County. Company shall also provide the County with proof of such compliance by giving the County an updated certificate of insurance within fifteen (15) days.

ARTICLE 18 - TERMINATION/DEFAULT

18.01 Termination.

This Agreement shall automatically terminate and expire at the end of the Term.

18.02 Termination for Convenience.

Subject to the terms and conditions of this Agreement, the County may, in its sole discretion, terminate this Agreement, in whole or in part, upon one hundred eighty (180) days advance written notice to Company.

18.03 Default by Company.

The occurrence of any one or more of the following events shall constitute a material default and breach of this Agreement by Company:

- A. The vacating or abandonment of the Leased Premises by Company.
- B. The failure by Company to make any rental payment or other payment required to be made by Company hereunder, as and when due, where such failure continues for a period of three (3) days after written notice thereof from the County to Company.
- C. The failure by Company to observe or perform any of the covenants, conditions or provisions of this Agreement to be observed or performed by Company, other than those described in paragraph B above, where such failure shall continue for a period of thirty (30) days after written notice from the County to Company; provided, however, that if the nature of Company's default is such that more than thirty (30) days are reasonably required for its cure, then Company shall not be deemed to be in default if Company commenced such cure within such thirty (30) day period and thereafter diligently pursues such cure to completion.
- D. If the Company shall file a voluntary petition in bankruptcy, or a proceeding in bankruptcy shall be instituted against the Company and the Company is thereafter adjudicated bankrupt pursuant to such proceedings, or if a court shall take jurisdiction of the Company and its assets pursuant to proceedings brought under the provisions of any Federal Reorganization or Bankruptcy Act, or if a Receiver for the Company's assets is appointed, or if the Company shall be divested of its rights, powers and privileges under this Agreement by other operation of law.
- E. The discovery by the County that any information given to the County by Company relating to this Agreement was materially false.

18.04 County's Remedies for Default.

In the event of a material default or breach of this Agreement by Company, the County may, with or without notice or demand, pursue any available right or remedy at law or equity including the right, at its option, to immediately terminate this Agreement.

Upon such termination, Company shall immediately surrender the Leased Premises to the County and shall cease its operations at the Airport. Such termination shall be without prejudice to the County to any remedy for arrearages or payments due hereunder or breach of covenant or damages for the balance of the Annual Rental and other sums due hereunder, payable through the full Term of this Agreement, or any other damages or remedies whatsoever. Upon termination of this Agreement whether for default or convenience, the County shall have the right to engage another concessionaire or lessee to provide the services required hereunder for such period or periods at such fees and upon other terms and conditions as the County may deem advisable.

18.05 Default by County.

Company may terminate this Agreement, if Company is not in default of this Agreement (including, but not limited to, its payments to the County hereunder), upon sixty (60) days advance written notice to the County to be served as hereinafter provided, upon or after the happening of any one of the following events:

A. Issuance by any court of competent jurisdiction of an injunction in any way preventing the use of the Airport for Airport purposes and the remaining in force of such injunction for a period of at least ninety consecutive (90) days.

B. The default by the County in the performance of any covenant or agreement herein required to be performed by the County and the failure of the County to remedy such default for a period of sixty (60) consecutive days after receipt from Company of written notice to remedy same provided, however, that if the nature of the County's obligations is such that more than sixty (60) days are required for performance then the County shall not be in default if the County commences performance within such sixty (60) day period and thereafter diligently prosecutes the same to completion. Notwithstanding the foregoing, a notice of termination shall not be of any force or effect if the County has remedied the default prior to receipt of Company's notice of cancellation.

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 Company, for a period of at least ninety (90) consecutive days.

18.06 Remedies Due to Default of County and Rights Upon Termination by Convenience.

In the event this Agreement is terminated, in whole or in part, by the County for convenience pursuant to Section 18.02 or by Company for default of the County pursuant to Section 18.05, the sole and exclusive remedies available to Company hereunder shall be to: (i) recover the value, as determined hereunder, of the Leasehold Improvements located within that portion of the Leased Premises affected by such termination; or (ii) to remove the Leasehold Improvements from that portion of the Leased Premises affected by such termination.

A. Depreciation of Leasehold Improvements. Leasehold Improvements made by Company shall be valued at their Net Book Value. Upon payment by the County to Company of the Net Book Value of the Leasehold Improvements made by Company, the Leasehold Improvements shall become the sole property of the County. Upon receipt of payment, Company shall provide the County with a bill of sale or other evidence of transfer of ownership of the Leasehold Improvements together with evidence satisfactory to the County that the Leasehold Improvements are free from liens, mortgages or other encumbrances.

B. Removal of Leasehold Improvements. Company may, at its option, remove Leasehold Improvements in lieu of accepting payment hereunder, in which event Company shall reimburse the County for the cost of any repairs required as a result of removal of such Leasehold Improvements.

C. Reduction in Minimum Annual Guarantee. In the event of a partial termination, the Minimum Annual Guarantee shall be reduced as hereinafter provided. The Minimum Annual Guarantee reduction shall be calculated as follows and shall apply to the Minimum Annual Guarantee for the Lease Year in which the termination occurs:

$$\text{Minimum Annual Guarantee (as of the date of termination)} \times \frac{\text{Percentage Rent Attributable to the Affected Leased Premises for Prior Year}}{\text{Prior Year's Total Percentage Rent}}$$

Example of reduction calculation:

The Minimum Annual Guarantee is \$3,000,000 as of the date of the partial termination. The prior year's total Percentage Rent was \$2,000,000. The portion of the total Percentage Rent attributable to the affected portion of the Leased Premises (i.e., concession unit) was \$200,000 or 10% of the total Percentage Rent. The Minimum Annual Guarantee would be reduced by 10% or \$300,000; therefore, the Minimum Annual Guarantee for that Lease Year would be \$2,700,000. (Stated numerically: \$3,000,000 x \$200,000/\$2,000,000 = \$2,700,000).

Notwithstanding the foregoing, the Minimum Annual Guarantee shall continue to be adjusted annually in accordance with Section 6.03, subject to the reduction provided for in this subsection.

18.07 Surrender of Leased Premises.

A. Company shall, upon termination of this Agreement, quit and deliver up the Leased Premises and privileges to the County peaceably and quietly, with the Leased Premises being in as good order and condition as the same now are or may be hereafter improved by Company or the County, reasonable use and wear thereof excepted.

B. All repairs and obligations for which Company is responsible shall be completed by the earliest practical date prior to surrender.

C. Upon termination this Agreement for any reason, the County shall have the right to require removal by Company of all Trade Fixtures, Personal Property, and expendables owned by Company; and Company shall immediately remove such Trade Fixtures, Personal Property, and expendables. Company shall reimburse the County for the cost of any repairs required as a result of Company's removal of the Trade Fixtures, Personal Property, and expendables. Any Trade Fixtures, Personal Property or expendables of Company not removed as required by this Section may be removed and placed in storage by the Department at the sole cost of Company. Failure on the part of Company to reclaim same, as provided by law, shall constitute a gratuitous transfer of title to the County for whatever disposition is deemed to be in the best interest of the County.

D. Notwithstanding any provision of this Agreement to the contrary, the County may elect, in its sole and absolute discretion, to take title to any or all such Trade Fixtures, Personal Property, or expendables at Company's request, in which event the County shall pay to Company the fair market value for such Trade Fixture, Personal Property, or expendable as of the date of such termination.

18.08 Holdover.

Should Company hold over the Leased Premises after this Agreement has been terminated in any manner, Company shall continue such holding over only at sufferance to the County. In the event of such holding over, the County shall be entitled to collect from Company, double the amount of the monthly pro rata share of the Minimum Annual Guarantee each month or portion thereof during the holdover period. All other terms and conditions in such holdover shall be the same as herein provided.

ARTICLE 19 - ASSIGNMENT, SUBLETTING, AND SURRENDER

Company shall not, in any manner, assign, transfer or otherwise convey an interest in this Agreement, or sublet the Leased Premises or any portion thereof ("Assignment"), without the prior written consent of the County. Any such attempted Assignment without County approval shall be null and void. In the event the County consents in writing to an Assignment, Company shall have the right to the extent permitted by the County's consent to such Assignment, provided that the use of the Leased Premises shall be limited to the same uses as are permitted under this Agreement. Any permitted Assignment shall be subject to the same conditions, obligations and terms as set forth herein and Company shall be fully responsible for the observance by its assignees of the terms and covenants contained in this Agreement. Notwithstanding any provision of this Agreement to the contrary, in the event of an approved Assignment, Company shall remain primarily liable to County for fulfilling all obligations, terms, and conditions of this Agreement, throughout the Term of this Agreement. The County may freely assign this Agreement at any time without the consent of Company, and upon assumption by such assignee of County's obligations hereunder, County shall be released from all liability and obligation arising hereunder after such assignment.

ARTICLE 20 - LAWS, REGULATIONS, PERMITS AND TAXES

20.01 General.

A. Company agrees that throughout the Term of this Agreement, Company 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, including, but not limited to FAA Advisory Circulars and the County's Airport Rules and Regulations.

B. Company agrees that it shall require its appropriate managers, supervisors, and employees to attend such training and instructional programs as the Department may, from time to time require, in connection with the County's Airport Rules and Regulations and policies and procedures related to certification of the Airport under Title 14, Part 139 of the Code of Federal Regulations, as now or hereafter amended.

20.02 Permits and Licenses Generally.

Company agrees that it shall, at its sole cost and expense, be strictly liable and responsible for obtaining, paying for, and maintaining current, and fully complying with, any and all permits, licenses and other governmental authorizations, however designated, as may be required at any time throughout the Term of this Agreement by any federal, state or local governmental entity or any court of law having jurisdiction over Company or Company's operations and activities, for any activity of Company's conducted on the Leased Premises and for any and all operations conducted by Company including ensuring that all legal requirements, permits, and licenses necessary for or resulting, directly or indirectly, from Company's operations and activities on the Leased Premises have been obtained and are in full legal compliance. Upon the written request of the Department, Company shall provide to Department certified copies of any and all permits and licenses which Department may request.

20.03 Air and Safety Regulation.

Company agrees that it shall conduct its operations and activities under this Agreement in a safe manner, shall comply with all safety regulations of the County and Department and with safety standards imposed by applicable federal, state and local laws and regulations and shall require the observance thereof by all employees, contractors, business invitees and all other persons transacting business with or for Company resulting from, or in any way related to, the conduct of Company's business on the Leased Premises. Company shall procure and maintain such fire prevention and

extinguishing devices as required by the 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. Company hereby agrees that neither Company, nor employee or contractor or any person working for or on behalf of Company, shall require any personnel engaged in the performance of Company'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 Payment of Taxes.

Company shall pay any and all taxes and other costs lawfully assessed against its interest in the Leased Premises, its improvements and its operations under this Agreement. Company shall have the right to contest the amount or validity of any tax or assessment payable by it by appropriate legal proceedings, but this shall not be deemed or construed in any way as relieving, modifying, or extending Company's covenants to pay any such tax or assessment, unless the legal proceedings shall operate to prevent the collection of the tax or assessment. Upon termination of such legal proceedings, Company shall pay the amount of any such tax or assessment, or part thereof, as finally determined in such proceedings, the payment of which may have been deferred during the prosecution thereof, together with any costs, fees, interest, penalties, or other liabilities in connection therewith.

ARTICLE 21 - NONDISCRIMINATION

21.01 General.

Company, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as follows:

A. No person, on the grounds of race, color, religion, sex, age, marital status, familial status, handicap or national origin, shall be unreasonably excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in Company's personnel policies and practices or in the use or operation of Company's services or facilities.

B. Company agrees that in the construction of any improvements on, over, or under Airport land and the furnishing of services thereon, no person, on the grounds of race, color, religion, sex, marital status, familial status, handicap, age or national origin, shall be unreasonably excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

C. Company, shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

D. It is the policy of the Department of Transportation that minority business enterprises as defined in 49 CFR Part 23, i.e., firms owned and controlled by minorities; firms owned and controlled by women and firms owned and controlled by financially disadvantaged persons; shall have the maximum opportunity to participate in the performance of concessions as defined in 49 CFR Section 23.89. Consequently, this Agreement is subject to 49 CFR Part 23, as applicable.

E. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23, subpart F. Company agrees that it will not discriminate against any business owner because of the owner's race, color,

national origin or sex in connection with the award or performance of any agreement covered by 49 CFR Part 23, subpart F.

F. Company agrees to include the above statements in any subsequent agreements that it enters and cause those businesses to similarly include the statements in further agreements.

G. Company hereby assures that no person shall be excluded from participation in, denied the benefits of or otherwise discriminated against in connection with the award and performance of any contract, including leases, covered by 49 CFR Part 23 on the grounds of race, color, national origin or sex.

H. Company hereby assures that it will include the above clauses in all sub-leases and cause sublessees to similarly include clauses in further subleases.

21.02 Disadvantaged Business Enterprise Participation Goals.

A. Company hereby agrees that the DBE participation in the Concession shall be at least equal to twenty five percent (25%) of Company's gross receipts for each twelve (12) month period throughout the Term of this Agreement. For the purpose of verifying Company's good faith efforts, Company shall keep and maintain such books of account and records as necessary for compliance with Title 49, Part 23, Subpart F of the Code of Federal Regulations, as now or hereafter amended or any successor regulation.

B. Any DBE participation agreement between Company and its selected DBE shall provide for meaningful involvement of the DBE in the activities, management, operations and revenues of the Concession.

C. Company shall provide written quarterly reports to the Department, in a form and detail satisfactory to the Department, as to the participation of DBE's in the Concession. At any time the DBE participation level drops below the established DBE participation goal, Company shall take immediate corrective measures to ensure that the DBE participation is increased to the established DBE participation goal. Company shall document its good faith efforts to achieve the DBE participation goal and provide written reports to the Department documenting such efforts.

D. For a period of at least six (6) months, Company shall provide assistance to its DBE participants, including administrative support, purchasing, inventory control, and management and marketing techniques.

E. In the event Company determines a DBE is unwilling or unable to perform satisfactorily under this Agreement, Company shall replace such DBE with another DBE, maintaining or exceeding the participation percentage of the substituted DBE. Requests for substitutions must be submitted to the Department for approval prior to substitution.

F. Upon termination of any DBE participation agreement, Company shall immediately proceed with the establishment of a new DBE participation agreement, which satisfies the requirements of this Agreement in accordance with the following procedures:

1. Company shall prepare a request for proposals for DBEs to participate in the Concession and submit such request for proposals to the Department for review and approval

2. Within fifteen (15) days of the Department's written approval of the request for proposals, Company shall solicit proposals pursuant to the request for proposals by placing advertisements in, at a minimum, the following publications: Palm Beach Post and Palm Beach Latino and Gazette. Said advertisement must be approved in advance by the Department.

3. Company, in its sole discretion, shall select the most qualified DBE

based upon the selection criteria approved by the Department

4. In the event, no qualified DBE submits a proposal to Company's request for proposals, Company shall continue to solicit proposals pursuant to the foregoing procedures not less than semi-annually or Company may pursue other forms of DBE participation

ARTICLE 22 - 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, 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 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:

If to the County:

Palm Beach County Department of Airports
ATTN: Deputy Director, Airports Business Affairs
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470

With copy to:

Palm Beach County Attorneys' Office
ATTN: Airport Attorney
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401

If to Company:

Paradies-Palm Beach, LLC
ATTN: Bruce Feuer
5950 Fulton Industrial Blvd.
Atlanta, GA 30336

Either party may change the address to which notices under this Agreement shall be given, upon three (3) days prior written notice to the other party.

ARTICLE 23 - DISCLAIMER OF LIABILITY

THE COUNTY HEREBY DISCLAIMS, AND COMPANY HEREBY RELEASES THE 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 THE COMPANY, ITS EMPLOYEES, AGENTS, OR INVITEES DURING THE TERM OF THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, LOSS, DAMAGE, OR INJURY TO THE IMPROVEMENTS OR PERSONAL PROPERTY OF COMPANY OR COMPANY'S BUSINESS INVITEES THAT MIGHT BE LOCATED OR STORED ON THE LEASED PREMISES, UNLESS SUCH LOSS, DAMAGE, OR INJURY IS CAUSED SOLELY BY COUNTY'S SOLE NEGLIGENCE. THE PARTIES EXPRESSLY AGREE THAT UNDER NO CIRCUMSTANCES SHALL THE 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 LEASE OF THE LEASED PREMISES TO COMPANY PURSUANT TO THIS AGREEMENT. COMPANY ACKNOWLEDGES AND AGREES THAT THE COUNTY SHALL HAVE NO

LIABILITY WHATSOEVER AND COMPANY COVENANTS AND AGREES TO HOLD HARMLESS THE COUNTY FROM ANY AND ALL LIABILITY RELATING TO ANY INFORMATION PROVIDED BY COUNTY RELATING TO THIS AGREEMENT. FURTHERMORE, COMPANY ACKNOWLEDGES AND AGREES THAT ITS USE OF ANY SUCH INFORMATION, WHETHER PREPARED OR PROVIDED BY THE COUNTY OR OTHERWISE, IN DETERMINING WHETHER TO ENTER INTO THIS AGREEMENT, WAS AT ITS SOLE RISK.

ARTICLE 24 - GOVERNMENT RESERVATIONS AND RESTRICTIONS

24.01 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 Leased Premises are located, for public purposes for a period in excess of ninety (90) days, either party may terminate this Agreement 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 shall not act or be construed as a waiver of any rights Company may have against the United States as a result of such taking.

24.02 Federal Review.

Company acknowledges this Agreement may be subject to review or inspection by the FAA to determine satisfactory compliance with Federal law and/or grant assurance requirements and agrees that this Agreement shall be in full force and effect and binding upon both parties pending such review or inspection by the FAA, if applicable; provided, however, that upon such review or inspection all parties hereto agree to modify any of the terms of this Agreement which shall be determined by the FAA to be in violation of existing laws, regulations, grant assurances or other requirements.

24.03 County Tax Assessment Right.

None of the terms, covenants and conditions of this Agreement 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 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 Leased Premises, the business or property of Company.

24.04 Right of Flight.

The 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 Leased 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 the said airspace for landing on, taking off from, or operating on the Airport.

24.05 Operation of Airport.

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

24.06 Release.

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

24.07 Exclusive Rights.

It is understood and agreed to by Company that nothing herein contained shall be construed to grant or authorize the granting of any exclusive right forbidden by the Airport Development Act, 49 U.S.C., 47101, et seq., and Section 308 of the Federal Aviation Act of 1958 and as amended.

24.08 Improvement of the Airport.

Company acknowledges and agrees that the County shall have the right to further develop or improve the Airport, including, but not limited to, the airfield, Terminal, ramp space and Public Areas, as it sees fit, regardless of the desires or views of Company, and without interference or hindrance.

24.09 Covenants, Conditions, and Restrictions.

This Agreement is subject to any and all covenants, conditions, restrictions, easements, mortgages, deeds of trust, ground leases, rights of way, FAA or any successor federal agency's restrictions, or regulations, and any other matters of record pertaining to the Airport or the Terminal.

ARTICLE 25 - AIRPORT SECURITY

25.01 Compliance and Responsibility for Fines and Forfeitures.

Company recognizes its obligations for security on the Airport as prescribed by 49 CFR Part 1542, and agrees to employ such measures as are necessary to prevent or deter the unauthorized access of persons or vehicles into the secure area of the Airport. Company shall comply with Transportation Security Regulation Part 1542 (Airport Security), as now or hereafter amended, and Airport security policies as presently outlined in its Airport Security Plan, as such Plan may be amended from time to time. Company shall pay any forfeitures or fines levied upon it or the County through enforcement of Transportation Security Regulation Part 1542, or any other applicable federal, state or local regulation, due to the acts or omissions of Company, its employees, agents, suppliers, invitees or guests and for any attorney fees or related costs paid by the County as a result of any such violation.

25.02 Security Identification.

Company shall abide by rules and regulations adopted by the County in carrying out the County's obligations under Aviation Security Regulations and Directives for the proper identification of persons and vehicles entering the aircraft operations area and other security measures as the County deems necessary from time to time. Company shall obtain Airport identification badges for its personnel as required by the Airport Security Plan at Company's sole cost and expense. The Department shall have right to require removal of any employee of Company at the Airport reasonably determined by the Department to present a risk to public safety or security at the Airport. The Company shall be responsible for the prompt recovery of Airport keys and security identification badges.

25.03 Audit of Access Media.

Company shall conduct an annual self-audit of County access media, such as keys and access cards, used by Company, its employees, agents, suppliers, invitees, sublessees or guests. Company shall provide the County with a written report of said audits and shall replace, reset or re-key, as appropriate, all affected Airport area access locks or devices whenever missing, lost, or stolen access media exceed five (5) percent of the access media issued for the affected lock or device.

25.04 Tenant Security Program.

Company shall prepare a security plan that shall detail Company's methods for

compliance with all Airport security rules, regulations requirements and guidelines and shall deliver such plan to the Department within ninety (90) days of the Effective Date. The plan shall be subject to the review, adjustment and approval of the Department. Additionally, Company shall comply with rules, practices, security restrictions and regulations as set forth by the County or any agency having jurisdiction at the Airport. Any fines assessed against the County as a result of the Company's failure to comply with the provisions of this paragraph or other intentional or negligent acts or omissions of Company, its employees or agents will be paid promptly, upon demand, to the County by the Company.

25.05 Employee Clearance.

All employees assigned by the Company shall be physically able to do their assigned work. The County shall have complete control over granting, denying, withholding or terminating security clearance for said employees. Clearance is required for all employees upon being hired or assigned to the Airport. Company shall not permit any employee to begin work until Airport Police grants clearance to each individual employee.

25.06 Unauthorized Personnel.

Company's employees shall identify, challenge, and report all unauthorized personnel (anyone without proper Airport-issued identification) to the Airport Police in the Terminal during all hours.

25.07 Security of Leased Premises.

Company acknowledges and accepts full responsibility for the security and protection of the Leased Premises and any and all inventory and equipment now existing or hereafter placed on or installed at the Airport, and for the prevention of unauthorized access to its facilities and expressly agrees to comply with all ordinances, rules and regulations of the County and of any and all other governmental entities that now or may hereafter have jurisdiction over such security. Company fully understands that the police security protection provided by the County is limited to that provided by the Airport Police to any other business situated at the Airport, and expressly acknowledges that any special security measures deemed necessary or desirable for additional protection of the Leased Premises shall be the sole responsibility of Company and shall involve no cost to the County.

ARTICLE 26 - MISCELLANEOUS

26.01 County Not Liable.

The County shall not be responsible or liable to Company for any claims for compensation or any losses, damages or injury sustained by Company resulting from: (i) the cessation of air carrier operations at the Terminal for any reason, or (ii) diversion of passenger traffic to any other facility. The County shall not be responsible or liable to Company for any claims for compensation or any losses, damages or injury whatsoever sustained by Company including, but not limited to, those resulting from failure of any water supply, heat, air conditioning or electrical current or from an act of God, state of war, terrorism, civilian commotion or riot or any cause beyond the control of County. All personal property placed on or moved on to the Leased Premises shall be at the sole risk of Company. The County shall not be liable for any damage or loss of any personal property placed or moved on to the Leased Premises.

26.02 Authorized Uses Only.

Notwithstanding any provision of this Agreement to the contrary, Company shall not use or permit the use of the Leased 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 Airport for the County or Company.

26.03 Sales and Dignified Use.

No public or private auction, "fire," "going out of business," bankruptcy or similar types of sales shall be conducted in or from the Leased Premises. The Leased Premises shall not be used except in a dignified and ethical manner consistent with the general high standards of retail operations in the Airport.

26.04 Waivers.

The failure of the County to insist on a strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that the County may have for any subsequent breach, default, or non-performance, and the County's right to insist on strict performance of this Agreement shall not be affected by any previous waiver or course of dealing.

26.05 Subordination to Bond Resolution.

This Agreement and all rights granted to Company 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 the County and Company agree that to the extent permitted by authorizing legislation, the holders of the Bonds or their designated representatives shall exercise any and all rights of the County hereunder to the extent such possession, enjoyment and exercise are necessary to insure compliance by Company and the County with the terms and provisions of this Agreement and Bond Resolution.

26.06 Subordination to Governmental Agreements.

This Agreement 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 and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Company understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement between the County and the United States of America or the State of Florida, or any of their respective agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of state or federal funds for the development of the Airport.

26.07 County's Governmental Authority.

Nothing in this Agreement shall be construed to waive or limit the County's governmental authority as a political subdivision of the State of Florida to regulate Company or its operations. The County's obligations under this Agreement 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 Leased 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.

26.08 Consent or Action.

In the event this Agreement 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 Agreement 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 Airport Director. If Company requests the County or Department's consent or approval pursuant to any provision of the Agreement and the County or Department fails or refuses to give such

consent, Company shall not be entitled to any damages as a result of such failure or refusal, whether or not unreasonable.

26.09 Rights Reserved to County.

All rights not specifically granted Company by this Agreement are reserved to the County.

26.10 Invalidity of Clauses.

The invalidity of any portion, article, paragraph, provision clause, or any portion thereof of this Agreement shall have no affect upon the validity of any other part or portion hereof.

26.11 Venue.

To the extent allowed by law, the venue for any action arising from this Agreement shall be in Palm Beach County, Florida.

26.12 Governing Law.

This Agreement shall be governed by and in accordance with the laws of the State of Florida.

26.13 Inspections.

The authorized employees and representatives of the County and any applicable federal, state, and local governmental entity having jurisdiction hereof shall have the right of access to the Leased Premises at all reasonable times for the purposes of inspection for compliance with the provisions of this Agreement and/or applicable laws.

26.14 Remedies Cumulative.

Except as otherwise provided for herein, the rights and remedies of the parties with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive and shall be in addition to all other rights and remedies of the parties.

26.15 Paragraph Headings.

The headings of the various articles and sections of this Agreement, and its Table of Contents, 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 Agreement or any part or parts of this Agreement.

26.16 Binding Effect.

The terms, conditions and covenants of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors, assigns and sublessees, if any. This provision shall not constitute a waiver of any conditions against assignment or subletting.

26.17 Performance.

The parties expressly agree that time is of the essence in this Agreement and the failure by Company to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of the County without liability, in addition to any other rights or remedies, relieve the County of any obligation to accept such performance.

26.18 Public Entity Crimes.

As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, Company 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. This notice is required by Section 287.133(3)(a), Florida Statutes.

26.19 Conflict.

In the event of any conflict and for purposes of resolving any disputes which may arise regarding this Agreement, the RFP or Company's Proposal, the order-of-precedence shall be (i) this Agreement; (ii) the RFP; and (iii) Company's Proposal.

26.20 Excusable Delay.

Any party in performing under this Agreement shall use reasonable efforts to remedy the cause or causes of an excusable delay. Excusable delays are those delays due to force majeure, acts of God, fire, flood, earthquake, explosion, riot, sabotage, windstorm, or labor dispute, and shall toll the time to perform under this Agreement.

26.21 Incorporation by References.

All terms, conditions and specifications of the RFP, Company's Proposal and all exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Agreement by reference.

26.22 Entirety of Agreement.

The parties agree that this Agreement 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 Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

26.23 No Recording.

Neither this Agreement, nor any memorandum or short form hereof, shall be recorded in the Public Records of Palm Beach County, Florida.

26.24 Construction.

Neither party shall be considered the author of this Agreement. The terms of this Agreement shall not be strictly construed against one party as opposed to the other based upon who drafted it.

26.25 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.

{Remainder of Page Intentionally Left Blank.}

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by the Chair of the Board of County Commissioners and the seal of said Board to be affixed hereto and attested by the Clerk of said Board, pursuant to the authority granted by said Board, and the COMPANY, Paradies-Palm Beach, LLC, has caused these presents to be signed in its corporate name by its duly authorized officer, the _____, acting on behalf of said COMPANY and the seal of said COMPANY to be affixed hereto and attested by the Secretary of said COMPANY of the dates set forth below.

ATTEST: SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

Deputy Clerk

(Seal)

Addie L. Greene, Chairperson

Signed, sealed & delivered in the presence of two witnesses for Company:

PARADIES-PALM BEACH, LLC, a Florida limited liability company

Bruce R. Feuer
Signature

By: Gregg Paradiso
Signature

BRUCE R. FEUER
Print Name

Gregg Paradiso
Print Name

R. Gilhe
Signature

President
Title

Rick Gilhe
Print Name

(Corporate Seal)

APPROVED AS TO TERMS AND CONDITIONS:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Don Kelly
Director, Department of Airports

Assistant County Attorney

**EXHIBIT "A"
LEASED PREMISES**

MAIN TERMINAL, PRE-SECURITY

UNIT NO.	APPROXIMATE LEASEABLE SQ. FT.
EXISTING UNITS	
MT-1 (PGA Tour Shop)	871
MT-2A (Brighton/Lilly Pulitzer)	1,045
MT-2B (Palm Beach Expressions)	1,311
MT-2C (Worth Ave. News)	1,609
MT-3 (Tech Showcase)	1,010
MT-5 (Oceanfront News)	2,445
NEW UNITS	
MT-4 (FAO/Beach Fun)	1246

CONCOURSE B, POST-SECURITY

UNIT NO.	APPROXIMATE LEASEABLE SQ. FT.
EXISTING UNITS	
B-1 (New York Times Bookstore)	687
B-2 (Coral Cove News)	1,437
NEW UNITS	
B-3 (Tropical News kiosk)	305
B-4 (10 Minute Manicure)	150

CONCOURSE C, POST-SECURITY

UNIT NO.	APPROXIMATE LEASEABLE SQ. FT.
EXISTING UNITS	
C-1 (Coral Cove News)	1307
C-2 (New York Times Bookstore)	389
NEW UNITS	
C-3 (CNBC News)	2000
C-4 (10 Minute Manicure)	150

OFFICE & STORAGE SPACE

UNIT NO.	APPROXIMATE LEASEABLE SQ. FT.
MT-S-1	1,455
MT-S-2	414
MT-S-3	261
MT-S-4	1,173

The square footages listed on this Exhibit "A" are estimated and may vary upon completion of build-out of the concession units.

EXHIBIT "A" to Retail Concession Agreement
PARADIES - PALM BEACH, LLC

CONCESSION UNIT LOCATIONS
Palm Beach International Airport

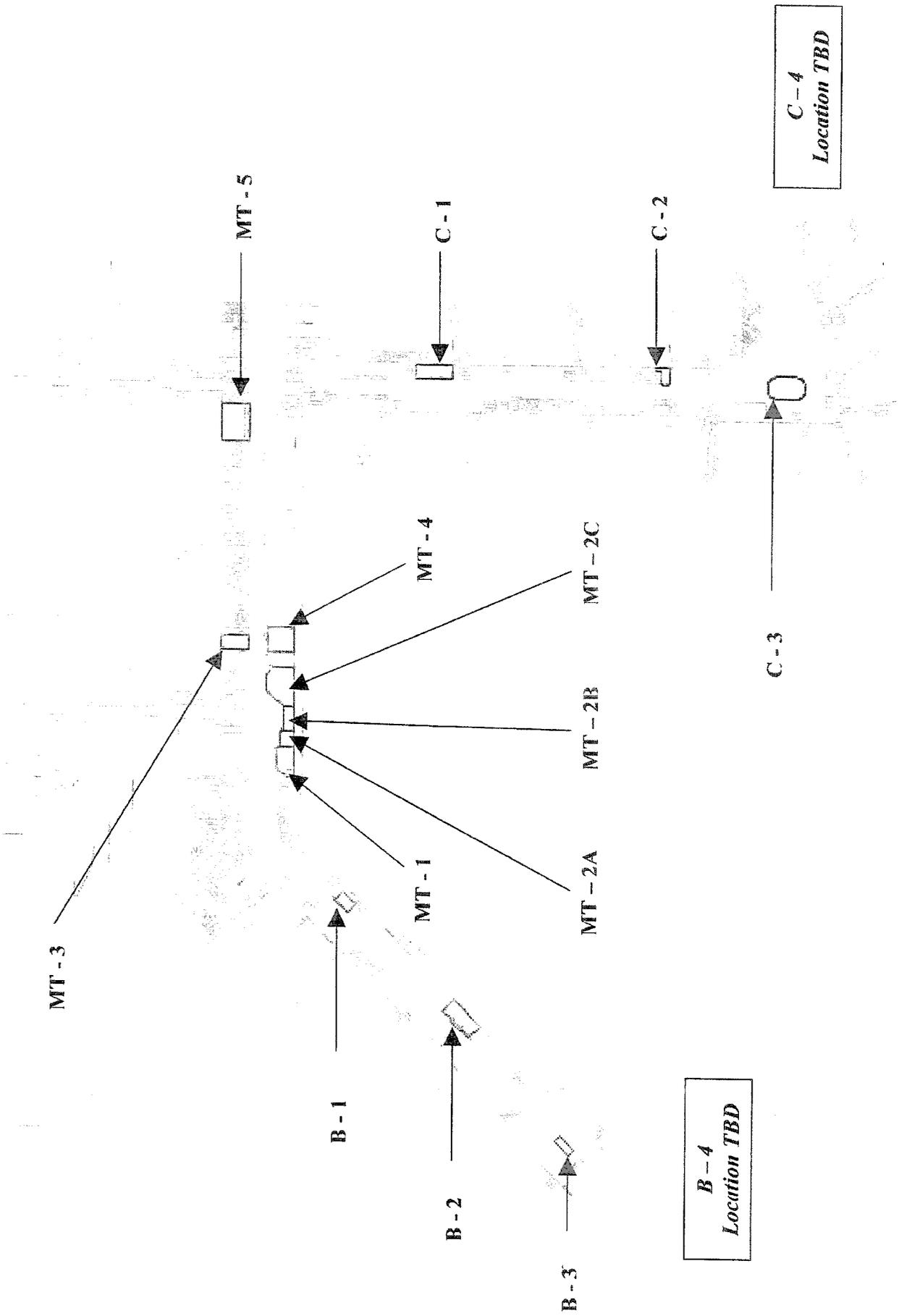


EXHIBIT "A" to Retail Concession Agreement
PARADIES - PALM BEACH, LLC

OFFICE & STORAGE LOCATIONS
Palm Beach International Airport

Location	Size (Sq. Ft.)
MT - S1	1,455
MT - S2	414
MT - S3	261
MT - S4	1,173

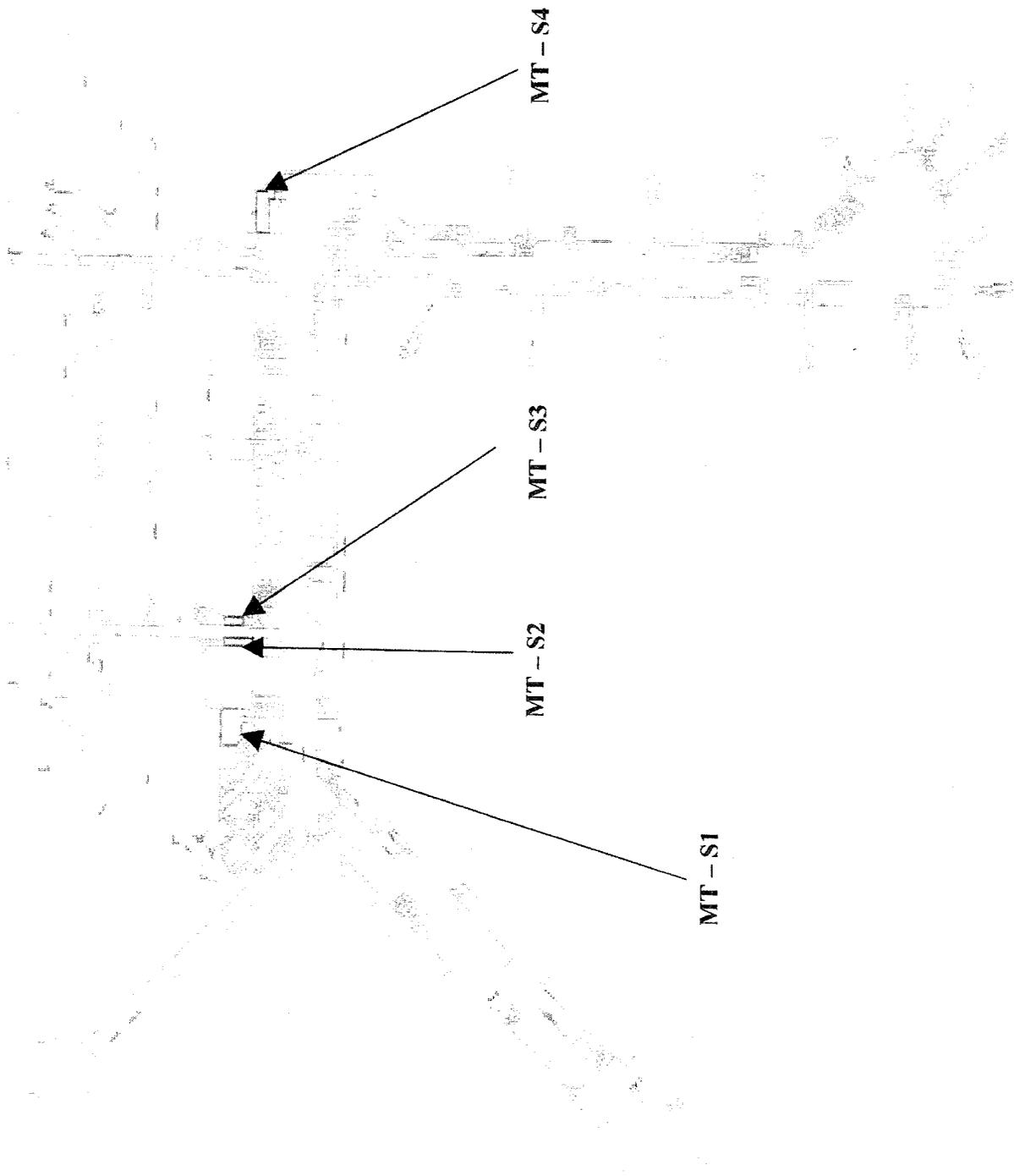


EXHIBIT "B"
PROHIBITED ITEMS

Company is prohibited from installing, offering or selling the following items in the Leased Premises:

- Vending machines, unless otherwise approved by the County
- Pay telephones
- Advertisements not pertaining to Company's operations in the Leased Premises
- Coin-operated amusement machines
- ATM's, unless required to be provided by Company as a Traveler's Service
- Hotel, motel, or ground transportation reservation information
- Liquor, except packages of local Florida beer and bottles of wine for off-premises consumption, upon prior written approval of the County
- Chewing gum
- Prepared coffee for consumption in the Terminal, excluding cold bottled coffee beverages
- Wi-Fi

EXHIBIT "C"
STAPLE ITEMS

- Newspaper and magazines
- Health and beauty aids, including but not limited to, travel sizes of the following items: toothpaste, toothbrushes, deodorant, shampoo, manicure supplies, disposable razors, combs, bandaids, and body lotion
- Convenience items including, but not limited to, hosiery (basic selection of socks and pantyhose), travel umbrellas, sewing kits, diapers and wipes, luggage tags and locks, and tissues
- Over the counter medicines and remedies, including, but not limited to travel sizes of the following: first aid items, aspirin, ibuprofen/acetaminophen items (Tylenol, Motrin, etc.), sleeping aids, lip balm, antacids, travel sickness remedy, sun and sunburn lotions, cold remedies, and cough medicine
- Office supplies, including but not limited to, pads of paper, pocket notebooks, pens, pencils, and batteries
- Any food and beverages authorized to be sold under this Agreement
- Brand greeting cards and postcards
- Disposable cameras and film
- Local area travel guides and maps

EXHIBIT "D"

TENANT DESIGN GUIDELINES

FOR CONCESSION SPACE

AT

PALM BEACH INTERNATIONAL AIRPORT

November 2007

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1. Introduction

1.1 Objective

This document outlines guidelines and expectations of quality for the concessions at Palm Beach International Airport (the "Airport"). The objective of these tenant design guidelines is to provide concession operators (Concessionaires) with guiding principles to use during their concept design and leasehold improvements.

The Airport encourages and requires all Concessionaires to follow these guidelines in order to maintain a high level of quality in all concessions located at the Airport and provide passengers with an aesthetically-pleasing and comfortable environment in which to travel.

1.2 Palm Beach International Airport

Palm Beach International Airport is located in Palm Beach County, Florida and is operated by the Palm Beach County Department of Airports. Located along the southeast coast of Florida, the County of Palm Beach is the largest county southeast of the Mississippi River.

Palm Beach International Airport is classified as a medium hub airport and ranks as the 56th busiest airport in North America, enplaning over 3.5 million passengers annually. The Airport is located approximately 2.5 miles from downtown West Palm Beach and 3.5 miles west of Palm Beach.

The existing terminal at the Airport opened in 1988 and was designed in the tradition of Palm Beach architect Addison Mizner, using keystone walls and porticos. Nineteen domestic and international airlines currently serve the Airport with 216 scheduled commercial flights arriving and departing daily. The Airport has 25 aircraft gates. On February 28, 2006, the Board of County Commissioners approved a contract for construction of three (3) additional gates for Concourse C, anticipated to be completed by approximately November 2007.

1.3 Sense of Place

Airports serve as gateways to their local communities. In this regard, passengers traveling through the Airport will have their first glimpse and feel of the surrounding Palm Beach area at the Airport. It is the Airport's desire to make this first encounter a positive and memorable experience for the passengers on behalf of the entire Palm Beach community.

As the largest county southeast of the Mississippi River, Palm Beach County has 37 distinct cities rich in diversity and is home to over 1.2 million people. Palm Beach County features 47 miles of beaches and boasts an average annual temperature of 78° F, enabling visitors and residents to enjoy the great outdoors year-round. Registered as Florida's "Golf Capital," Palm Beach County has more than 160 public and private golf courses. In addition to golf, both the St. Louis Cardinals and Florida Marlins have their spring training in Jupiter, home of the Jupiter Hammerheads and the Palm Beach Cardinals, local Florida State League teams. Palm Beach County is also home to the widest variety of tropical and sport fish in the Western Hemisphere.

Palm Beach County also has world-renowned shopping. From the trendy shops of Atlantic Avenue and the famous and elegant boutiques of Worth Avenue, to superior shopping malls and the small European town center of CityPlace, Palm Beach County provides venues for all tastes and price points. In addition, more than 40 cultural venues are located across the county. The Raymond F. Kravis Center for the Performing Arts, the Norton Museum of Art, Ballet Florida, and the Boca Raton Museum of Art all reflect an excellent variety of entertainment and exhibits.

Tenants are encouraged to incorporate elements of the surrounding Palm Beach County community into their concept designs. References to the region are encouraged along with branding and merchandising that is reflective of the surrounding local community. The goal is to provide passengers with an environment that is distinctly identified as Palm Beach County, Florida.

2. Tenant Design Guidelines

2.1 Storefront Signage

In accordance with the Airport's desire to maintain a high level of aesthetic quality in the Terminal and all concession facilities, all storefront signage should be creative, dimensional, and attractive. Concessionaires shall submit to the Airport the size, design, content, and intended location of each and every sign to be installed on or within the Leased Premises. No signs of any type shall be installed on or within the Leased Premises without specific prior written approval of the Airport as to the size, design, content, and location.

Types of signage that are encouraged include the following:

- Three-dimensional signage
- Individually expressed, dimensionally thick metal letters, front or back-lit
- Individually expressed, pin-mounted letters, in metal or acrylic material, front lit or back-washed with light
- Back-lit or halo-lit individual channel letters
- Signs sandblasted or engraved in granite, marble, or other stone
- Signs painted or silk-screened on the surface of a glass storefront
- Signs sandblasted or etched on glass

Prohibited types of signage include the following:

- Handwritten or hand-lettered signs
- Signs promoting public or private auction, "fire," "going out of business," bankruptcy, or similar types of sales
- Signs that serves as a distraction to passengers through blinking, animation, or sound
- Signs that interfere with Airport wayfinding
- Signs that block or restrict Airport public security programs, including but not limited to video cameras
- Flat-faced, back-lit sign boxes
- Flush-mounted, non-illuminated plexiglas letters
- Foam letters with or without laminate mylar faces
- Exposed or visible neon

Freestanding signs are not permitted outside of the Leased Premises.

2.2 Storefronts

Tenants should maintain a minimum of 70% of the storefront as transparent. This can be accomplished through windows or open space. Storefront displays must remain within the leased areas and cannot be moved past the lease line into common areas at any time.

2.3 Utilities

Heating and air conditioning will be provided to the Terminal by the Airport to keep the Leased Premises at temperatures comparable to temperatures within the Terminal.

Electrical service will be provided to the perimeter of the Leased Premises by the Airport, with build-out within the Leased Premises the responsibility of the Tenant. It will be the Tenant's responsibility to verify available service, make such connections as required and permitted by building code, and perform any desired modifications. At no time shall the Tenant's use of electric current exceed the capacity of the wiring servicing the Leased Premises.

If the Concessionaire requires additional capacity for lighting, electrical power, water, telephone outlets, or adjustments to the heating and air-conditioning system, beyond the capacities provided by the Airport, such additional improvements or services shall be subject to the prior written approval of the Airport, and any such approved improvements or services shall be made at the Concessionaire's expense. Additionally, as-built drawings of said improvements must be supplied to the Airport as detailed in Section 3.0 of this document.

Concessionaires are responsible for providing metering for all services. Concessionaires shall pay for all utilities used, including deposits, installation costs, and service charges.

Concessionaires may, at their own expense, request and receive telephone services, Wi-Fi services, or communication systems and shall obtain written approval from the Airport before installation. Shared tenant Wi-Fi services may be installed by the Airport and the Concessionaires may be required to obtain their Wi-Fi services through the Airport's Wi-Fi provider in the future.

Concessionaires may, at their own expense, install video equipment in the Leased Premises in accordance with plans and specifications to be submitted to the Airport, but shall not install any paging or audio system within the Leased Premises without the prior written consent of the Airport.

2.4 Lighting Systems

All lighting fixtures are to be of high quality and must be approved by the Airport. Fluorescent fixtures without lenses are to be avoided. Directional lighting and accent lights may be used to attract passengers into the Leased Premises or to a specific area of the Leased Premises.

2.5 Materials and Finishes

All materials used within the Leased Premises shall be new and of high quality.

Encouraged materials include, but are not limited to:

- Marble
- Granite
- Corian
- Natural stones

Prohibited materials and finishes within the Leased Premises include, but are not limited to:

- Artificial stone, marble, tile, brick, wood, and other "faux" materials
- Vinyl composite tile, rubber tile, or sheet vinyl within areas in public view
- Fluorescent paint
- Materials that constitute a fire and/or public hazard
- Materials that, in the Airport's opinion, are of poor quality, lacking in durability, and/or difficult to maintain

The Airport reserves the right at its sole discretion to reject any layout or design proposals submitted, including Concessionaire-proposed finishes and materials, and to require the Concessionaire to resubmit any such layout or design proposals until they receive the Airport's approval.

2.6 Retail Concessions

Concessionaires operating retail concessions at Palm Beach International Airport must adhere to the following guidelines regarding store interiors, point of sale, advertising/promotions, deliveries, storage, and trash removal:

2.6.1 Store Interiors

- Aisleways must be maintained throughout all Leased Premises. The minimum acceptable aisle width is three feet.
- All improvements, furniture, fixtures, equipment, and finishes, including the plans and specifications therefor, constructed or installed by the Concessionaire, its agents, or contractors, shall conform in all respects to applicable statutes, ordinances, building codes, and rules and regulations, including the ADA Act of 1990.
- No merchandising may take place outside of the lease line. This includes, but is not limited to, roll-out merchandisers and fixtures (vendor-supplied or otherwise), racks, stands, trade fixtures, pedestal signs, or other product displays.

2.6.2 Point of Sale

- Adequate queuing space must be provided within the Leased Premises that allows for efficient customer processing.
- The point of sale (POS) area shall remain clear and orderly. Overcluttering should be avoided.
- Merchandise storage near or behind the POS area shall be clear of the customers' views.

2.6.3 Advertising and Promotions

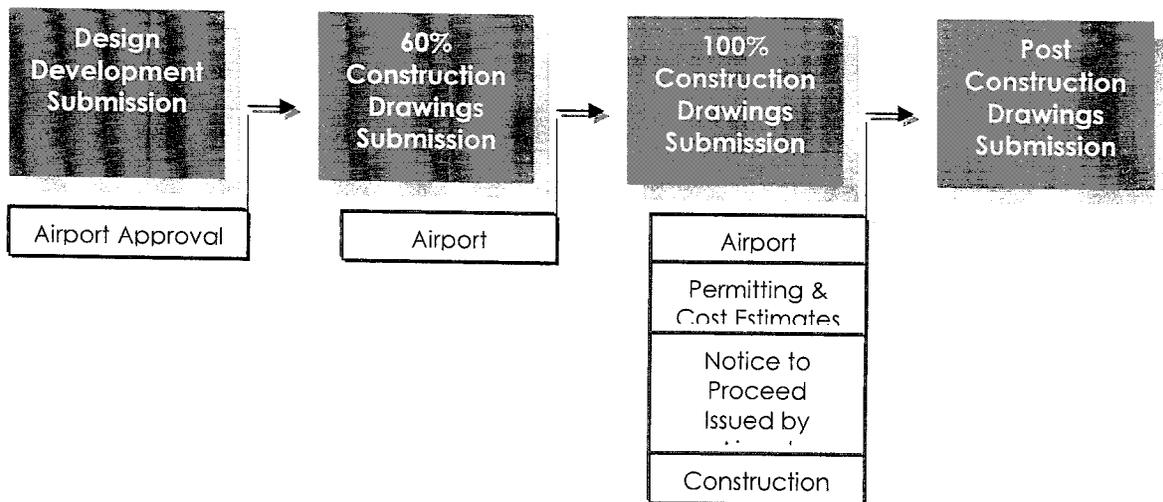
- Advertising or promoting public or private auctions, "fire sales," "going out of business sales," bankruptcy or similar types of sales is prohibited.
- The use of advertisements within the Leased Premises should be selective and kept at a minimum to avoid bombarding customers with "visual noise."

2.6.4 Deliveries, Storage, and Trash Removal

- All stock, supplies, and trash shall be kept out of the passengers' views.

3. Tenant Procedures and Submittals

The following diagram represents the submittal process to be followed by Concessionaires at Palm Beach International Airport.



A total of four (4) of all submissions should be included for Airport review and comment. After final approval by the Airport of each submission, the Airport shall return to the Tenant three (3) approved copies for the Tenant's use and shall retain one (1) approved copy as an official record thereof. It is the Tenant's responsibility to ensure the adequate number of copies are provided to the County for permitting purposes. Submissions should be sent to the Palm Beach International Airport at the following address:

Mr. Jerry Allen
 Department of Airports
 Planning and Development Department
 846 Palm Beach International Airport
 West Palm Beach, FL 33406-1407

Submission #1: Design Development Submission

After the Concession Lease is awarded, the Concessionaire must implement the concept plans as proposed and approved by the Airport. A refined concept development submission by the Concessionaire should include detailed information regarding the following for Airport review and comment.

- Key plan indicating the location of the Leased Premises within the Terminal
- Full and complete scaled floorplans
- Detailed sketches of signage and graphics
- Specifications for all work, facilities, improvements, materials, and finishes
- Furnishings and accessories
- Reflected ceiling plans, including materials, ceiling heights, and lighting details
- Scaled and detailed storefront and interior elevations showing graphics, signage, and materials
- Detailed sketches of any millwork or custom elements
- Materials and furnishings boards, including all furnishings, accessories, lighting fixtures, and materials to be used in the Leased Premises

Receipt of Airport approval on Submission #1 is necessary before the next submission can be submitted. Approval by the Airport shall extend to and include architectural and aesthetic matters and the Airport reserves the right at its sole and absolute discretion to reject any layout or design proposals submitted and to require the Concessionaire to resubmit any such layout or design proposals until they receive the Airport's approval.

In the event of disapproval by the Airport of any portion of any plans or specifications, the Concessionaire shall promptly submit necessary modifications and revisions thereof for approval by the Airport.

The Airport agrees to act promptly upon such plans and specifications and upon requests for approval of changes or alterations in said plans or specifications. No substantial changes or alterations, as determined by the Airport, shall be made in said plans or specifications after initial approval by the Airport, and no alterations or improvements shall be made to or upon the Leased Premises without the prior written approval of the Airport.

Submission #2: 60% Construction Drawings Submission

This 60% construction drawing submission by the Concessionaire should include, at a minimum, detailed CAD working drawings regarding the following components for Airport review and comment. All drawings shall reflect comments received from the Airport on the concept plans.

- Demolition plan (as appropriate)
- Partition plan
- Floor plan
- Elevations and details, including storefront elevation and sections, signage details, and proposed materials and finishes
- Reflected ceiling plan with all lighting
- Mechanical, electrical, and plumbing (if appropriate) plans, including points of connection
- HVAC calculations
- Fire alarm and evacuation plan

Submission #3: 100% Construction Drawings Submission

This 100% construction drawing submission by the Concessionaire should include, at a minimum, detailed information regarding the following for Airport review and comment, ensuring that all prior comments received from the Airport are incorporated.

- Partition plan, including types of wall construction, fixture and closure locations, and furnishings
- Floor finish plan, including all materials and pattern specifications
- Elevations and sections for storefronts and interior walls, detailing materials, height changes, signage, lighting and closure and lease lines
- Reflected ceiling plan with specifications for all lighting, materials, and finishes
- Specifications for all materials and finishes, including door, window, and hardware schedules keyed to the drawings
- Specifications for all signage and graphics, including samples of all finishes and materials
- Information detailing dust control plans and the use of temporary construction walls
- Plans, equipment list, and elevations for any kitchen equipment, as appropriate
- Mechanical drawings detailing fan coils, VAV units, duct layouts, grill and diffuser sizes, and thermostats. As necessary, specify heat gain/loss and calculations, venting, and make-up air requirements
- Structural drawings for any load-bearing elements on the base-building structure indicating the size and location of any floor or roof penetrations
- Plumbing drawings, if applicable
- Sprinkler and fire protection drawings, including locations of fire extinguishers and sprinkler heads, and a fire alarm plan
- Electrical floor plan, including a single-line distribution diagram, lighting specifications, and fixture schedule

The full project-specific specification package should be in Master spec format.

Submission #4: Post-Construction Submission

Upon completion of each construction project, the Concessionaire shall provide the Airport with two (2) completed sets of as-built drawings in reproducible form as specified by the Airport and an electronic file of as-built drawings in a format acceptable to the Airport. The Concessionaire agrees that, upon the request of the Airport, the Concessionaire will inspect the Leased Premises jointly with the Airport to verify the as-built drawings.

Concessionaires Bond

Bond No. 105003100

KNOW ALL MEN BY THESE PRESENTS, that we, PARADIES-PALM BEACH, LLC, as Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, licensed to do business in the State of FL, as Surety, are held and firmly bound unto PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, as Obligee, in the penal sum of Six Hundred Seventy Five Thousand and 00/100 (\$ 675,000.00) lawful money of the United States of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above bounden Principal has entered into a certain written Concession Agreement with the above name Obligee, effective the 1st day of October, 2008 and terminating the 30th day of September, 2022, for a Retail Concession at Palm Beach International Airport, and more fully described in said Concession Agreement, a copy of which is attached, which Agreement is made a part hereof and incorporated herein by reference, except that nothing said therein shall alter, enlarge, expand or otherwise modify the term of the bond as set out below.

NOW, THEREFORE, if Principal, its executors, administrators, successors and assigns shall promptly and faithfully perform the Concession Agreement, according to the terms, stipulations or conditions thereof, then this obligation shall become null and void; otherwise to remain in full force and effect. This bond is executed by the Surety and accepted by the Obligee subject to the following express conditions:

Notwithstanding the provisions of the Concession Agreement, the term of this bond shall apply from the 17th day of October, 2007 until the 17th day of October, 2008 and may be extended by the Surety by Continuation Certificate. This bond may be canceled by the Surety at any time provided notice is sent to the Obligee by Certified Mail at least sixty (60) days prior to the effective date of such cancellation. However, neither cancellation or nonrenewal by the Surety, nor failure or inability of the Principal to file a replacement bond in the event of cancellation or nonrenewal by the Surety, shall itself constitute a loss to the Obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

Sealed with our hands and dated this 17th day of October, 2007

[Signature]
(Witness)

PARADIES-PALM BEACH, LLC
[Signature]

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
[Signature]
Richard A. Jacobus (Attorney-In-Fact)

Agreed and acknowledged this _____ day of _____

(Witness)

(Obligee)

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 218520

Certificate No. 001731292

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

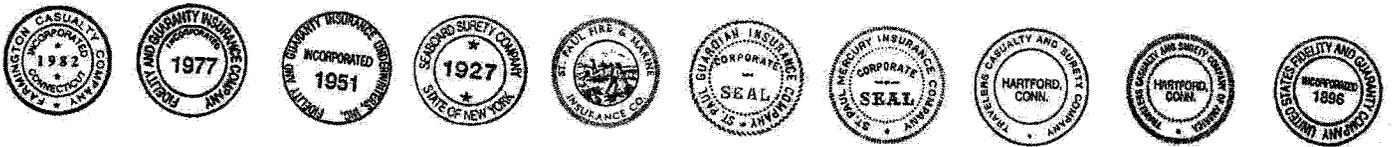
Darella White, Richard G. Dicciani, Richard A. Jacobus, Mary C. O'Leary, Douglas R. Wheeler, Maureen McNeill, and Wayne G. McVaugh

of the City of Philadelphia, State of Pennsylvania, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 9th day of July 2007

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 9th day of July 2007, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

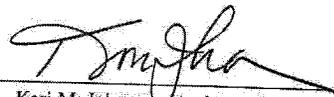
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

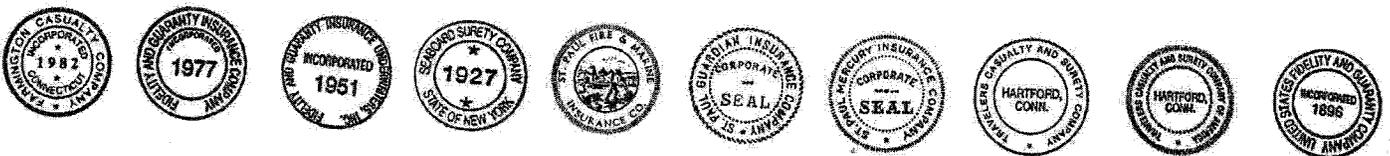
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which 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 17th day of October, 20 07


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.stpaultravelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2006

CAPITAL STOCK \$ 0,000,000

ASSETS		LIABILITIES & SURPLUS	
CASH & INVESTED CASH		UNEARNED PREMIUMS	
BONDS	\$ 114,080,791	LOSSES	\$ 724,600,430
STOCK	2,912,711,571	LOSS ADJUSTMENT EXPENSES	872,911,753
INVESTMENT INCOME DUE AND ACCRUED	14,886,186	COMMISSIONS	128,785,154
PREMIUM BALANCES	34,978,331	TAXES, LICENSES AND FEES	28,073,926
REINSURANCE RECOVERABLE	165,157,298	OTHER EXPENSES	21,233,762
NET DEFERRED TAX ASSET	3,954,977	DIVIDENDS	30,823,925
CEDED DEPOSIT ASSET	42,709,290	CURRENT FEDERAL AND FOREIGN INCOME TAXES	7,080,280
STATE SURCHARGES RECEIVABLE	6,134,622	CEDED REINSURANCE NET PREMIUMS PAYABLE	98,726,832
OTHER ASSETS	149,430	FUNDS HELD UNDER REINSURANCE TREATIES	(4,981,682)
	(4,414,060)	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	99,054,332
		REMITTANCES AND ITEMS NOT ALLOCATED	39,095,899
		PROVISION FOR REINSURANCE	60,285,233
		PAYABLE TO PARENT, SUBSIDIARIES & AFFILIATES	5,627,014
		PAYABLE FOR SECURITIES	86,256,776
		RETROACTIVE REINSURANCE RESERVE ASSUMED	4,875,100
		OTHER ACCRUED EXPENSES AND LIABILITIES	20,845,771
		TOTAL LIABILITIES	119,334
			\$ 2,163,513,785
		CAPITAL STOCK	
		PAID IN SURPLUS	\$ 0,000,000
		OTHER SURPLUS	303,297,402
		TOTAL SURPLUS TO POLICYHOLDERS	818,603,349
			\$ 1,127,900,751
TOTAL ASSETS	\$ 3,291,414,536	TOTAL LIABILITIES & SURPLUS	\$ 3,291,414,536

STATE OF CONNECTICUT)
 COUNTY OF HARTFORD)SS.
 CITY OF HARTFORD)

LAWRENCE A. SIUTA, BEING DULY SWORN, SAYS THAT HE IS CHIEF FINANCIAL OFFICER - TRAVELERS BOND & FINANCIAL PRODUCTS, OF TRAVELERS CASUALTY SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31st DAY OF DECEMBER, 2006.

L. A. Siuta

CHIEF FINANCIAL OFFICER - TRAVELERS BOND & FINANCIAL PRODUCTS

Anna P. Nowik

NOTARY PUBLIC

SUBSCRIBED AND SWORN TO BEFORE ME THIS 28TH DAY OF MARCH, 2007



Anna P. Nowik Notary Public
 My Commission Expires June 30, 2011

ACORD**EVIDENCE OF PROPERTY INSURANCE**DATE (MM/DD/YY)
10/22/07

THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.

PRODUCER Aon Risk Services, Inc. of Georgia 3565 Piedmont Rd NE, Bldg 1, #700 Atlanta GA 30305 USA FAX - (847) 953-5390		PHONE (A/C, NO, Ext): (866) 283-7122	COMPANY Hartford Fire Insurance Co.	
CODE:	SUB CODE:			
AGENCY CUSTOMER ID # 10644193		INSURED The Paradies Shops Inc. P. O. Box 43485 Atlanta GA 303360000 USA,		
LOAN NUMBER		POLICY NUMBER 20UUMUW7810		
EFFECTIVE DATE 07/01/07		EXPIRATION DATE 07/01/08		<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED				

PROPERTY INFORMATION

LOCATION/DESCRIPTION
 RE: Leased Premises - Palm Beach International Airport, 1000 Palm Beach International Airport, Suite 131, West Palm Beach, FL
 Total Scheduled Property Limit: \$3,150,483
 Cancellation Provision shown herein is subject to shorter or longer time periods depending on the jurisdiction of, and reason for, the cancellation.

COVERAGE INFORMATION

COVERAGES/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Commercial Property Coverage	Flood - Aggregate	\$ 1,000,000
	Earthquake - Aggregate	\$ 1,000,000
	Business Income & Extra Expense	\$ 250,000

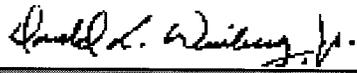
REMARKS (Including Special Conditions)

Valuation: 100% Replacement Cost / Scheduled Limits Per Location / \$2,500 Direct Physical Loss Deductible - Per Occurrence
 All risks of direct physical loss or damage to covered property and business income from covered causes of loss subject to terms and conditions of the coverage form.
 Business Income includes coverage for loss of rents.

CANCELLATION

THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 30 DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW.

ADDITIONAL INTEREST

NAME AND ADDRESS Palm Beach County Department of Airports Palm Beach International Airport 846 PBIA West Palm Beach FL 33406-1491 USA	<input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> ADDITIONAL INSURED
	<input type="checkbox"/> LOSS PAYEE	
	LOAN #	
AUTHORIZED REPRESENTATIVE 		

ACORD 27 (3/93)

© ACORD CORPORATION 1993

Holder Identifier :
Certificate No : 570025659802

ACORD.**EVIDENCE OF PROPERTY INSURANCE**DATE (MM/DD/YY)
10/22/07

THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.

PRODUCER Aon Risk Services, Inc. of Georgia 3565 Piedmont Rd NE, Bldg 1, #700 Atlanta GA 30305 USA FAX - (847) 953-5390		PHONE (A/C, NO, Ext): (866) 283-7122	COMPANY Hartford Fire Insurance Co.	
CODE:	SUB CODE:			
AGENCY CUSTOMER ID # 10644193		LOAN NUMBER		
INSURED The Paradies Shops Inc. P. O. Box 43485 Atlanta GA 303360000 USA,		POLICY NUMBER 20UUMUW7810		
		EFFECTIVE DATE 07/01/07	EXPIRATION DATE 07/01/08	CONTINUED UNTIL TERMINATED IF CHECKED <input type="checkbox"/>
THIS REPLACES PRIOR EVIDENCE DATED				

PROPERTY INFORMATION

LOCATION/DESCRIPTION
RE: Leased Premises - Palm Beach International Airport, 1000 Palm Beach International Airport, Suite 131, West Palm Beach, FL
Total Scheduled Property Limit: \$3,150,483
Cancellation Provision shown herein is subject to shorter or longer time periods depending on the jurisdiction of, and reason for, the cancellation.

COVERAGE INFORMATION

COVERAGES/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Commercial Property Coverage		
Flood - Aggregate	\$ 1,000,000	
Earthquake - Aggregate	\$ 1,000,000	
Business Income & Extra Expense	\$ 250,000	

REMARKS (Including Special Conditions)

Valuation: 100% Replacement Cost / Scheduled Limits Per Location / \$2,500 Direct Physical Loss Deductible - Per Occurrence
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CANCELLATION

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ADDITIONAL INTEREST

NAME AND ADDRESS Palm Beach County Department of Airports Palm Beach International Airport 846 PBIA West Palm Beach FL 33406-1491 USA	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	
LOAN #		
AUTHORIZED REPRESENTATIVE <i>Donald L. Williams, Jr.</i>		

ACORD 27 (3/93)

© ACORD CORPORATION 1993

Holder Identifier :

Certificate No : 570025659802



ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
10/22/07

PRODUCER
Aon Risk Services, Inc. of Georgia
3565 Piedmont Rd NE, Bldg 1, #700
Atlanta GA 30305 USA

PHONE: (866) 283-7122 FAX: (847) 953-5390

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
The Paradies Shops Inc.
P. O. Box 43485
Atlanta GA 303360000 USA

INSURER A: Sentry Ins A Mutual Company
INSURER B: American Guarantee & Liability Ins Co
INSURER C:
INSURER D:
INSURER E:

COVERAGES: This Certificate is not intended to specify all endorsements, coverages, terms, conditions and exclusions of the policies shown.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS						
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	901614303	07/01/07	07/01/08	EACH OCCURRENCE	\$1,000,000					
					FIRE DAMAGE (Any one fire)	\$1,000,000					
					MED EXP (Any one person)	\$10,000					
					PERSONAL & ADV INJURY	\$2,000,000					
					GENERAL AGGREGATE	\$5,000,000					
					PRODUCTS - COMP/OP AGG	\$2,000,000					
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS <input checked="" type="checkbox"/> Comp \$500 <input checked="" type="checkbox"/> Co11 \$500	901614304	07/01/07	07/01/08	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000					
					BODILY INJURY (Per person)						
					BODILY INJURY (Per accident)						
					PROPERTY DAMAGE (Per accident)						
					GARAGE LIABILITY						
					<input type="checkbox"/> ANY AUTO						
					OTHER THAN AUTO ONLY: EA ACC						
					AGG						
					B	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION	AUC374495907 Umbrella Liability	07/01/07	07/01/08	EACH OCCURRENCE	\$14,000,000
										AGGREGATE	\$14,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	901614301	07/01/07	07/01/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER						
					E.L. EACH ACCIDENT	\$1,000,000					
					E.L. DISEASE-POLICY LIMIT	\$1,000,000					
					E.L. DISEASE-EA EMPLOYEE	\$1,000,000					
	OTHER										

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Palm Beach County Board of County of Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents c/o Department of Airports, 846 Palm Beach International Airport, West Palm Beach, Florida 33406-1470 are included as additional insureds. Separation of Insureds, primary and non-contributory wording.

CERTIFICATE HOLDER

Department of Airports
846 Palm Beach International Airport
West Palm Beach FL 33406-1470 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Donald A. ...

