

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	March 10, 2015	[X]	Consent		Regular		
[] Ordinance [] Public Hearing Department:							
Submitted By: De	epartment of Airports						
Submitted For: De	epartment of Airports						
	=======================================	2 = = = = :	=======================================	===			
	<u>i. EXE</u>	CUTIVE	BRIEF				
providing for thapproximately \$1	on Agreement (Amendm e lease of approxima	ient) w itely 1 e for th	ith Paradies-F 89 square for the use of add	Palm eet ition	a Seventh Amendment to n Beach, LLC (Paradies), of additional space for al storage space, and the ational Airport (PBI).		
by approximately allows for a revocat no cost in orde Additionally, this scrivener's error	189 square feet resulting cable license with Paradie er to reduce deliveries ma Amendment removes	g in \$12 es for a ade thr the pro	2,956 in annuanditional stora additional stora ough the secu ohibition of th	al rea age s arity ne s	space leased to Paradies ntal. The Amendment also space within Concourse C bypass on the concourse. alle of liquor, corrects a andard non-discrimination		
Concession Agre	ement (R2007-2052) (Ao Bl. Paradies is a Florida I	greeme	ent) with Parac	dies	oard approved the Retail for the operation of retail with its principal place of		
Attachments:							
1. Seventh A	mendment (3)						
Recommended By	r:		Le .		// 2 g / j >		
Approved By: _	County/Deput	ty/Assi:	Stant County A	Admi	inistrator Date		

II. FISCAL IMPACT ANALYSIS

A. Fi	A. Five Year Summary of Fiscal Impact:							
	Fiscal Years	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>		
Opera Exter Progr	al Expenditures ating Costs nal Revenues ram Income (County) nd Match (County)	(\$12,956)	(\$12,956)	(\$12,956)	(\$12,956)	(\$12,956) 		
NET	FISCAL IMPACT	(\$12,956)	_(\$12,956)	(\$12,956)	(\$12,956)	(\$12,956)		
	DDITIONAL FTE TIONS (Cumulative)							
	n Included In Current B et Account No: Fund _4	udget? <u>1100</u> Depa	Yes <u>X</u> artment <u>120</u>	No _ Unit <u>8430</u>	_ RSource _.	4462		
	Reportin	g Category _						
В.	Recommended Sour	ces of Fund	s/Summary	of Fiscal Imp	act:			
	This Amendment provides for the lease of approximately 189 square feet of storage space at the current terminal rental rate of \$68.55 effective October 1, 2014.							
C.	C. Departmental Fiscal Review:							
		III. <u>R</u>	REVIEW CON	<u>IMENTS</u>				
A.	OFMB Fiscal and/or	Contract De	ev. and Cont	rol Comment	s:			
c	5 SOFMB	JU15	Contr 2 - 4	act Dev. and	Control	16/15		
B.	Legal Sufficiency:							
	Assistant County A		J-15					
C.	Other Department Ro	eview:						
	Department Director							

REVISED 9/03 ADM FORM 01 (THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

SEVENTH AMENDMENT TO RETAIL CONCESSION AGREEMENT

THIS SEVENTH AMENDMENT TO RETAIL CONCESSION AGREEMENT (this "Amendment") is made and entered into _______, 2014, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and Paradies-Palm Beach, LLC ("Company"), a Florida limited liability company, having its office and principal place of business at 2849 Paces Ferry Road, Overlook I, Fourth Floor, Atlanta, Georgia 30339.

WITNESSETH:

WHEREAS, the County, by and through its Department of Airports (the "Department"), owns and operates the Palm Beach International Airport, located in Palm Beach County, Florida (the "Airport"); and

WHEREAS, the parties entered into that certain Retail Concession Agreement dated November 6, 2007 (R-2007-2052), as amended (the "Agreement"); and

WHEREAS, the parties hereto desire to amend the Agreement in accordance with the terms and conditions set forth herein.

- NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for such other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions:
- 1. <u>Recitals.</u> The recitals set forth above are true and correct and incorporated herein by this reference. Terms not defined herein shall have the meaning ascribed to them in the Agreement.
- 2. <u>Replacement of Exhibit "A"</u>. Exhibit "A", dated January 9, 2014, to the Agreement is hereby deleted in its entirety and replaced with Exhibit "A", dated November 2014, to this Amendment.
- 3. Replacement of Exhibit "B". Exhibit "B", dated August 22, 2011, to the Agreement is hereby deleted in its entirety and replaced with Exhibit "B", dated November 2014, to this Amendment.
- 4. Article 1, <u>Definitions</u>, of the Agreement is hereby amended to delete the definition of "<u>Monthly Privilege Fee</u>" in its entirety and replace it with the following:

Monthly Privilege Fee means the percentage of monthly Gross Receipts paid by Company for the privilege of operating the retail concession at the Airport and shall be equal to the sum of the following:

- A. twelve percent (12%) of monthly Gross Receipts for all sales from Units MT-1 (PGA Tour Shop) and MT-2A (Brighton/Brooks Brothers), excluding sales of Personal Services and Traveler Services from such concession units. The concession units identified in this Paragraph A shall be Locally or Nationally Branded Specialty Retail Stores;
- B. twelve percent (12%) of monthly Gross Receipts for all sales from Unit MT-3 (Comfort Zone) and Unit C-4 (Comfort Zone) and from the sale of Personal Services from any other concession unit, if any;
- C. twenty percent (20%) of monthly Gross Receipts for all sales from Units MT-2B (Palm Beach Expressions), B-1 (New York Times Bookstore) and MT-4 (Kids Zoo), excluding sales of Personal Services and Traveler Services from such concession units;

- D. twenty two percent (22%) of monthly Gross Receipts for all sales from Units MT-2C (Worth Avenue News), MT-5 (Oceanfront News), B-2 (Coral Cove News), B-3 (Tropical News kiosk), C-1 (Coral Cove News), C-2 (Tech For Take-Off), C-3 (CNBC News), and temporary concession units, excluding sales of Personal Services and Traveler Services from such concession units and Mobile Kiosks; and
- E. ten percent (10%) of monthly Gross Receipts for all sales from Unit A-1 (Coastal News) and Unit MT-3A (Business Center) and from the sale of Traveler Services from any other concession unit, if any.
 - F. For Mobile Kiosks, the Monthly Privilege Fee shall be the following:
 - twelve percent (12%) of monthly Gross Receipts for all sales of items from Locally or Nationally Branded Specialty Retail Stores (PGA Tour Shop, Brighton, Brooks Brothers);
 - ii. twenty percent (20%) of monthly Gross Receipts for all sales of books; and
 - iii. twenty two percent (22%) of monthly Gross Receipts for all sales of food and beverages and general news and gifts.

In the event the concession units identified in Paragraph A above cease operating as Locally or Nationally Branded Specialty Retail Store(s), the percentage of monthly Gross Receipts for all sales from such concession unit(s) shall be increased in accordance with the percentages established in this Agreement for similar concepts. For example, a general news and gift concept would be twenty-two percent (22%) of monthly Gross Receipts and a bookstore concept would be twenty percent (20%) of monthly Gross Receipts. Company acknowledges and agrees that any change in concepts shall be subject to prior written approval of the County.

5. Article 1, <u>Definitions</u>, of the Agreement is hereby amended to delete the definition of "<u>Privilege Fee</u>" in its entirety and replace it with the following:

<u>Privilege Fee</u> means the percentage of annual Gross Receipts paid by Company for the privilege of operating the retail concession at the Airport and shall be equal to the sum of the following:

- A. twelve percent (12%) of annual Gross Receipts for all sales from Units MT-1 (PGA Tour Shop) and MT-2A (Brighton/Brooks Brothers), excluding sales of Personal Services and Traveler Services from such concession units. The concession units identified in this Paragraph A shall be Locally or Nationally Branded Specialty Retail Stores:
- B. twelve percent (12%) of annual Gross Receipts for all sales from Unit MT-3 (Comfort Zone) and Unit C-4 (Comfort Zone) and from the sale of Personal Services from any other concession unit, if any;
- C. twenty percent (20%) of annual Gross Receipts for all sales from Units MT-2B (Palm Beach Expressions), B-1 (New York Times Bookstore) and MT-4 (Kids Zoo), excluding sales of Personal Services and Traveler Services from such concession units:
- D. twenty two percent (22%) of annual Gross Receipts for all sales from Units MT-2C (Worth Avenue News), MT-5 (Oceanfront News), B-2 (Coral Cove News), B-3 (Tropical News kiosk), C-1 (Coral Cove News), C-2 (Tech For Take-Off), C-3 (CNBC News), and temporary concession units, excluding sales of Personal Services and Traveler Services from such concession units and Mobile Kiosks; and
- E. ten percent (10%) of annual Gross Receipts for all sales from Unit A-1 (Coastal News) and Unit MT-3A (Business Center) and from the sale of Traveler Services from any other concession unit, if any.

- F. For Mobile Kiosks, the Privilege Fee shall be the following:
 - twelve percent (12%) of annual Gross Receipts for all sales of items from Locally or Nationally Branded Specialty Retail Stores (PGA Tour Shop, Brighton, Brooks Brothers);
 - ii. twenty percent (20%) of annual Gross Receipts for all sales of books; and
 - iii. twenty two percent (22%) of annual Gross Receipts for all sales of food and beverages and general news and gifts.

In the event the concession units identified in Paragraph A above cease operating as Locally or Nationally Branded Specialty Retail Store(s), the percentage of annual Gross Receipts for all sales from such concession unit(s) shall be increased in accordance with the percentages established in this Agreement for similar concepts. For example, a general news and gift concept would be twenty-two percent (22%) of annual Gross Receipts and a bookstore concept would be twenty percent (20%) of annual Gross Receipts. Company acknowledges and agrees that any change in concepts shall be subject to prior written approval of the County.

6. Section 6.17, <u>Storage Spaces</u>, is hereby deleted in its entirety and replaced with the following:

6.17 Storage Spaces.

- A. In addition to any other fees, charges and rentals payable hereunder, Company shall pay rental for the use and occupancy of the storage areas identified on Exhibit "A" as MT-S5, MT-S6, MT-S7, MT-S8 and C-S1. The annual rental for the period commencing on October 1, 2014, and ending on September 30, 2015, for the aforementioned storage areas is Sixty Eight Dollars and 55/100 (\$68.55) per square foot. Rental for the storage spaces shall be payable at the offices of the Department in equal monthly installments, in advance, without demand or any deduction, holdback or setoff whatsoever, by the first day of each and every month throughout the Term. Any rental payment due pursuant to this Section 6.17 for a fractional month shall be calculated and paid on a per diem basis (calculated on the basis of a thirty (30) day month).
- B. Each October 1st, the rental rate applicable to storage areas shall be adjusted in accordance with the standard form Signatory Airline Agreement adopted by County's Board of County Commissioners ("Board") pursuant to Resolution No. 2014-1033, as such agreement may be amended from time to time or any successor resolution or agreement adopted by the Board establishing rental rates for similar space within the Terminal ("Airline Agreement"). The rental rates for the storage areas shall be based upon the Terminal rental rates applicable to Signatory Airlines as set forth in the then current Airline Agreement. Notwithstanding any provision of this Agreement to the contrary, Company acknowledges and agrees that the County shall have the right to establish and maintain rental rates under this Agreement to ensure compliance with the provisions of Section 710 of the Bond Resolution.
- 7. Section 21.01, <u>General</u>, is hereby deleted in its entirety and replaced with the following:

21.01 <u>Federal Non-discrimination Covenants</u>.

A. Company, for its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does

hereby covenant and agree as a covenant running with the land that:

- 1. In the event facilities are constructed, maintained, or otherwise operated on the Leased Premises for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Company will maintain and operate such facilities and services in compliance with all requirements imposed by the non-discrimination acts and regulations listed in the Non-discrimination Authorities (as hereinafter defined), as may be amended, such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- 2. No person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of County property, including, but not limited to, the Leased Premises.
- 3. In the construction of any improvements on, over, or under the Leased Premises and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- 4. Company shall comply with, and use the Leased Premises in compliance with, the requirements imposed by or pursuant to the Non-discrimination Authorities.
- B. In the event of breach of any of the above non-discrimination covenants, County shall have the right to terminate this Agreement and to enter, re-enter, and repossess the Leased Premises, and hold the same as if this Agreement had never been made or issued. This Agreement shall not be terminated pursuant to this paragraph until the procedures of 49 CFR Part 21 are followed and completed, including, the exercise or expiration of appeal rights.
- C. For purposes of this Article, the term "Non-discrimination Authorities" includes, but is not limited to, the non-discrimination statutes, regulations and authorities listed in Appendix "E" of Appendix "4" of FAA Order 1400.11, Non-discrimination in Federally-Assisted Programs at the Federal Aviation Administration, as may be amended.
- D. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. It is the policy of County that Airport Concession Disadvantaged Business Enterprises ("ACDBEs") shall have the maximum practicable opportunity to participate in the performance of contracts. 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 concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23. Company agrees to include the aforementioned statement in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those business to similarly include the statements in further agreements.

8. Article 21, Non-discrimination, is hereby amended to add the following:

21.03 Non-discrimination in County Contracts.

Company warrants and represents to County that all of its employees are treated equally during employment without regard to race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information. Company has submitted to County a copy of its non-discrimination policy, which is consistent with the above, as contained in Resolution R-2014-1421, as may be amended, or in the alternative, if Company does not have a written non-discrimination policy, it has acknowledged through a signed statement provided to County affirming their non-discrimination policy conforms to R-2014-1421, as may be amended.

- License. County hereby grants Company a revocable license to use approximately 9. five hundred sixty (566) square feet of space within the area more particularly identified on Exhibit "1" as C-S2 at no cost to Company for storage purposes in connection with the concession operated by Company pursuant to the Agreement, which license may be terminated by either party upon ninety (90) days prior written notice to the other party. Except as otherwise provided for herein, use of the storage space shall be subject to the same terms and conditions as the Leased Premises. Company acknowledges that County shall have no obligation whatsoever to reimburse Company for any costs associated with any construction of improvements to the storage space or for any relocation costs in the event the license granted by this Amendment is terminated. County may require Company to remove any and all improvements to the aforementioned storage space upon termination of Company's license, which shall be completed within sixty (60) days of the date of termination by County. Company acknowledges that it is County's goal to reduce the use of the security bypass on Concourse C for deliveries to the maximum extent feasible and agrees to use the aforementioned storage space in furtherance of County's goal.
- 10. <u>Paragraph Headings</u>. The heading of the various sections of this Amendment are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Amendment or any part or parts of this Amendment.
- 11. <u>Ratification of Agreement.</u> Except as specifically modified herein, all of the terms and conditions of the Agreement shall remain unmodified and in full force and effect and are hereby ratified and confirmed by the parties hereto.
- 12. <u>Effective Date.</u> This Amendment shall be considered effective when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

{Reminder of page intentionally left blank.}

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

ATTEST:

(Seal)

By:
Paradies-Palm Beach, LLC, a Florida limited liability company By: Agg Paradies Name (type or print) President & CEO Title

PALM BEACH INTERNATIONAL AIRPORT

MAIN TERMINAL, PRE-SECURITY						
Unit No.	Approximate Size (Sq. Ft.)					
MT – 1 (PGA Tour Shop)	871					
MT – 2A (Brighton/Brooks Brothers)	1,045					
MT – 2B (Palm Beach Expressions)	1,311					
MT – 2C (Worth Avenue News)	1,609					
MT – 3 (Comfort Zone)	1,063					
MT – 3A (Business Center)	1,199					
MT – 4 (Kids Zoo)	1,343					
MT – 5 (Oceanfront News)	2,572					

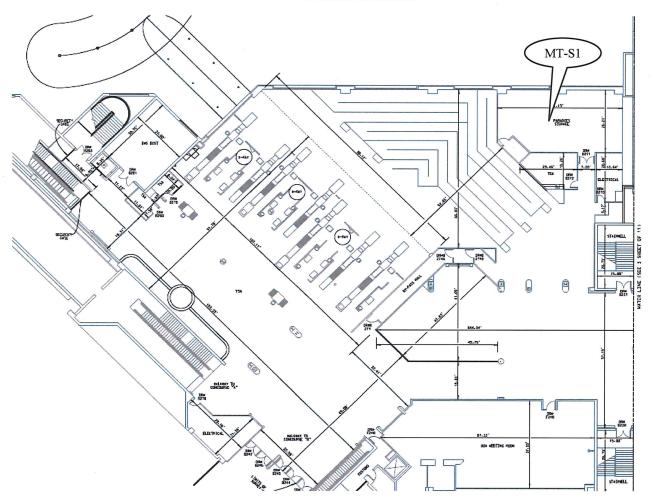
CONCOURSE A, POST-SECURITY						
Unit No. Approximate Size (Sq. Ft.)						
A – 1 (Coastal News) 285						

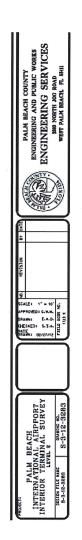
CONCOURSE B, POST-SECURITY					
Unit No.	Approximate Size (Sq. Ft.)				
B-1 (New York Times Bookstore)	605				
B-2 (Coral Cove News)	1,358				
B-3 (Tropical News Kiosk)	616				

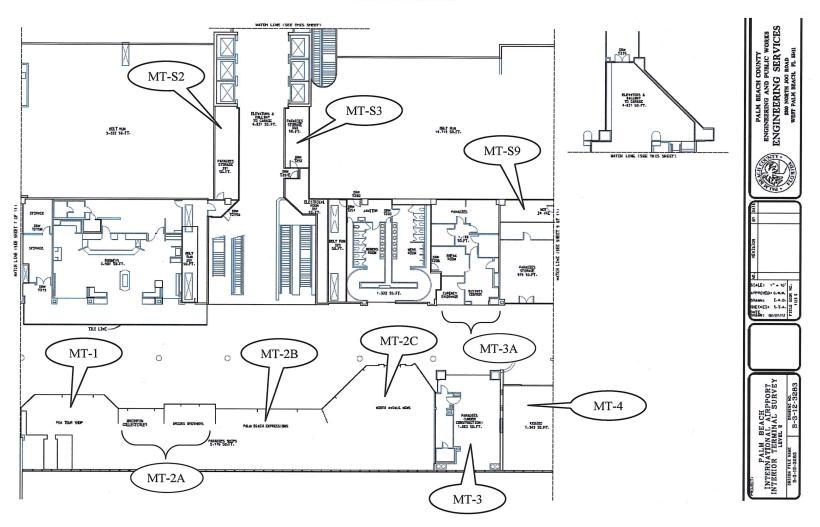
CONCOURSE C, POST-SECURITY					
Unit No.	Approximate Size (Sq. Ft.)				
C-1 (Coral Cove News)	1,315				
C-2 (Tech For Take-Off)	312				
C-3 (CNBC News)	2,272				
C-4 (Comfort Zone)	800				

OFFICE & STORAGE AREAS				
Unit No.	Approximate Size (Sq. Ft.)			
MT – S1	1,445			
MT – S2	414			
MT – S3	261			
MT – S4	1,173			
MT – S5	550			
MT – S6	1,162			
MT – S7	381			
MT – S8	141			
MT – S9	291			
C-S1	498			

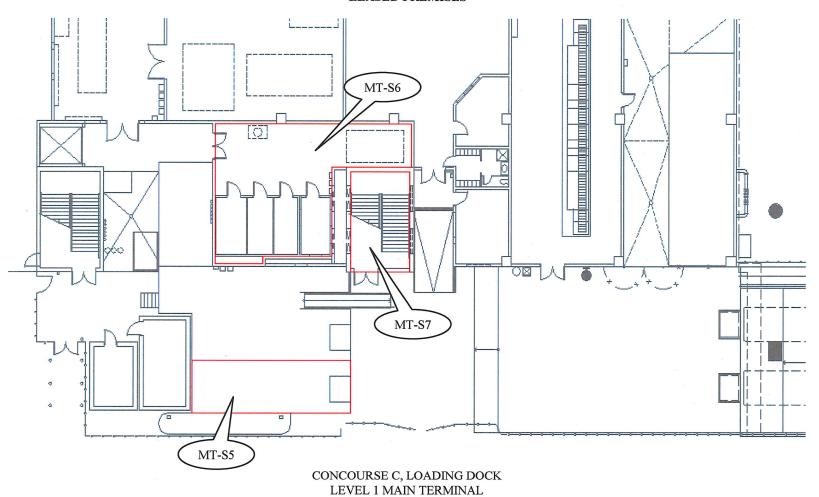
Square footage listed on this Exhibit "A" is subject to re-measurement by County pursuant to Section 2.01 of the Agreement.







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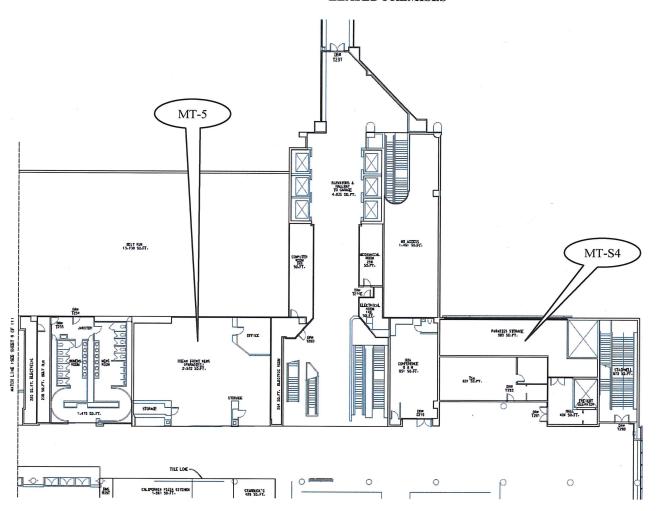


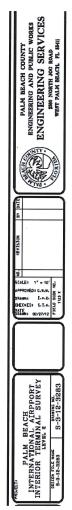
LEASED PREMISES STAJINELL 6 HALL 1.279 SO.FT. HELT PLM 8ELT 0(m 13-138 S0.FT. MT-S8 d€as Stok PESO DPDH SPACES. A. en TEs

EXHIBIT "A"

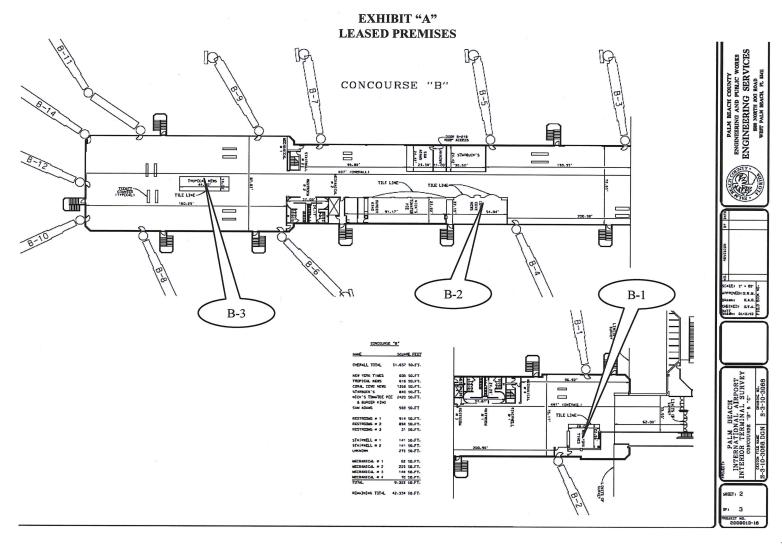
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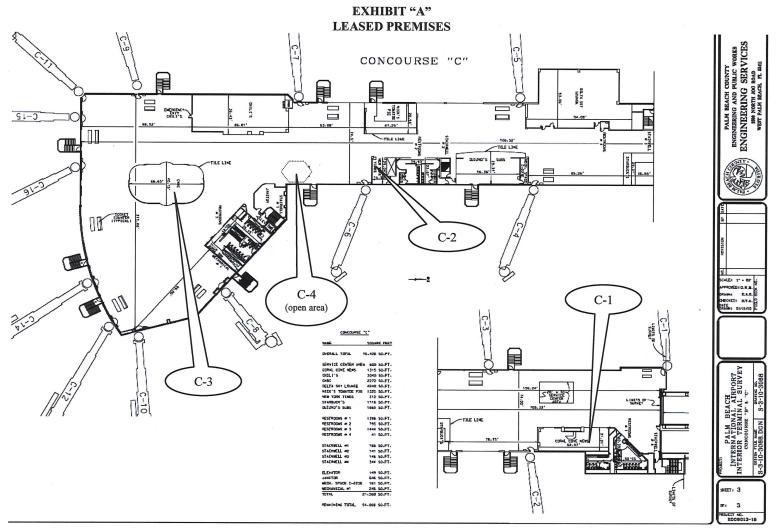
EXHIBIT "A"
LEASED PREMISES



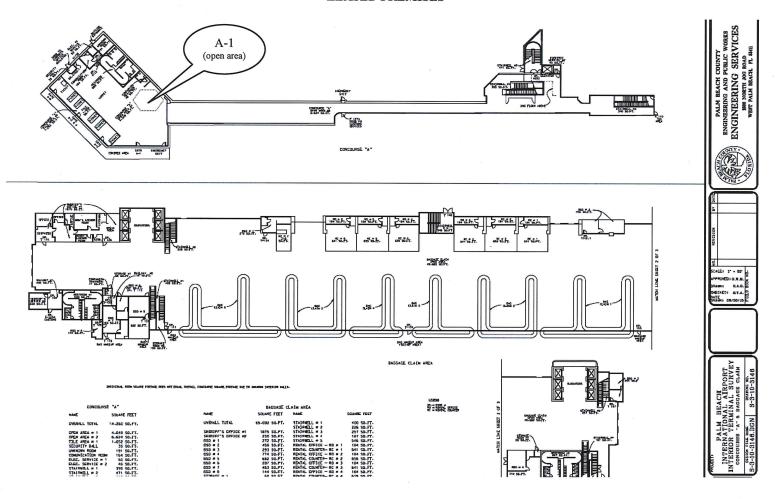


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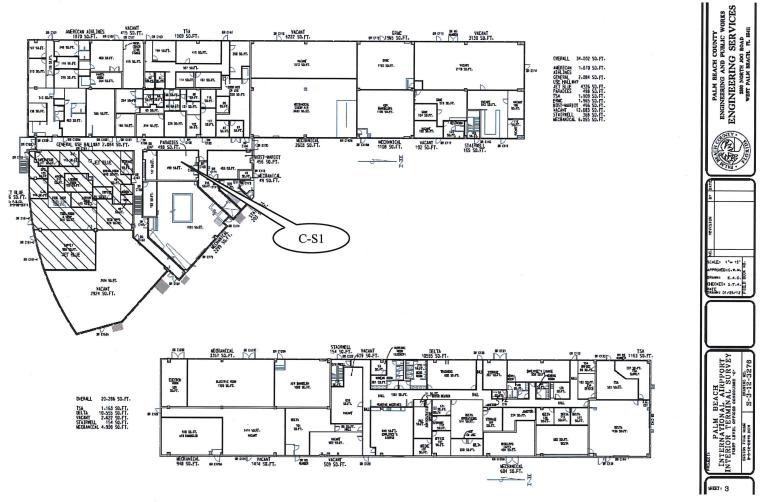


EXHIBIT "B" PROHIBITED ITEM S

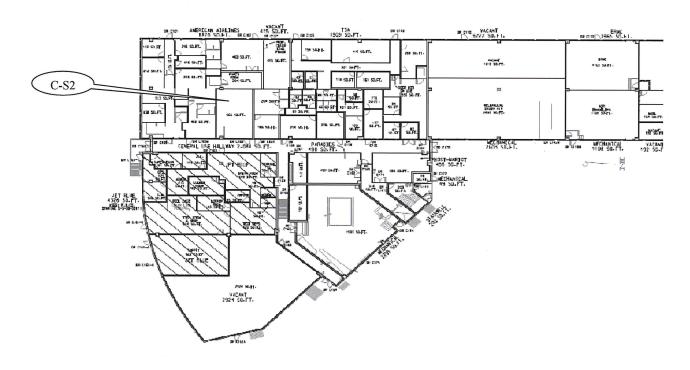
Company is prohibited from installing, offering or selling the following items in the Leased Premises:

- 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 services
- Hotel, motel, or ground transportation reservation information
- Prepared coffee for consumption in the Terminal, excluding cold bottled coffee beverages
- Wi-Fi

EXHIBIT "1" License Area – Storage Space

PALM BEACH INTERNATIONAL AIRPORT

CONCOURSE C, POST-SECURITY				
Unit No.	Approximate Size (Sq. Ft.)			
C-S2	566			





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/10/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	ODOM INO	CONTACT NAME:					
MCGRIFF, SEIBELS & WILLIAMS OF GEO 5605 Glenridge Drive - Suite 300	JRGIA, INC.	PHONE (A/G, No, Ext): 404 497-7500	FAX (A/C, No):				
Atlanta, GA 30342		E-MAIL ADDRESS:					
		INSURER(S) AFFORDING COVERAGE	NAIC#				
		INSURER A :Sentry Insurance A Mutual Company	24988				
INSURED Fulton Holding Corp.		INSURER B :Liberty Insurance Underwriters Inc.	19917				
c/o The Paradies Shops, LLC		INSURER C:					
2849 Paces Ferry Road Overlook I, Suite 400		INSURER D:					
Atlanta, GA 30339		INSURER E :					
		INSURER F:					
COVERAGES	CERTIFICATE NUMBER: LKFJ2LDA	REVISION NU	IMBER:				

						IN IS SUBJECT TO ALL TH	ETERN	MS,
TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	s	
GENERAL LIABILITY			901614303	07/01/2014	07/01/2015	EACH OCCURRENCE	\$	1,000,000
X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$	10,000
	X	X				PERSONAL & ADV INJURY	\$	2,000,000
X Liquor Liability Included						GENERAL AGGREGATE	\$	5,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$	2,000,000
X POLICY JECT LOC							\$	
AUTOMOBILE LIABILITY			901614304	07/01/2014	07/01/2015	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
X ANY AUTO						BODILY INJURY (Per person)	\$	
AUTOS AUTOS	Х					BODILY INJURY (Per accident)	\$	
HIRED AUTOS AUTOS						PROPERTY DAMAGE (Per accident)	\$	
X Comp Ded - \$500 X Coll Ded - \$500							\$	
X UMBRELLA LIAB X OCCUR			100005145904	07/01/2014	07/01/2015	EACH OCCURRENCE	\$	10,000,000
EXCESS LIAB CLAIMS-MADE	X	X				AGGREGATE	\$	10,000,000
DED RETENTION\$						Products/Completed Ops	\$	10,000,000
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				07/01/2014	07/01/2015	X WC STATU- TORY LIMITS ER		
ANY PROPRIETOR/PARTNER/EXECUTIVE	N.A	x	, , , , , , , , , , , , , , , , , , , ,		ļ	E.L. EACH ACCIDENT	\$	1,000,000
(Mandatory in NH)		\				E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
							\$	
							\$	
							\$	
	DICATED. NOTWITHSTANDING ANY REQERTIFICATE MAY BE ISSUED OR MAY PER XCLUSIONS AND CONDITIONS OF SUCH TYPE OF INSURANCE GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO- LOC AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS HIRED AUTOS HIRED AUTOS X Comp Ded - \$500 X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION ANY PROPRIETOR/PARTNER/EXECUTIVE (Mandatory in NH) If yes, describe under	DICATED. NOTWITHSTANDING ANY REQUIRE ERTIFICATE MAY BE ISSUED OR MAY PERTAIN XCLUSIONS AND CONDITIONS OF SUCH POLIFICATIONS AND CONDITIONS OF SUCH POLIFICATIONS AND CONDITIONS OF SUCH POLIFICATIONS AND CONDITIONS OF SUCH POLIFICATION INSERT AND ADDITIONS OF SUCH POLIFICATION INSERT AND	DICATED. NOTWITHSTANDING ANY REQUIREMENT ERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE XCLUSIONS AND CONDITIONS OF SUCH POLICIES. 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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Paradies-Palm Beach, LLC

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 Insured for General Liability, Automobile Liability and Excess Liability, as required by written contract. Waiver of Subrogation is in favor of the certificate holder for the Auto, General Liability and Workers Compensation policies referenced herein as required by written contract. Liquor Liability is included on the General Liability policy and subject to the General Aggragate Limit.

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County Department of Airports	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Palm Beach International Airport 846 Palm Beach International Airport West Palm Beach, FL 33406-1470	AUTHORIZED REPRESENTATIVE

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EVIDENCE OF PROPERTY INSURANCE LKFJ2LDA

DATE (MM/DD/YYYY) 09/10/2014

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE

ISSUING INSURER(S), A	UTHORIZED REPRESENTATIVE OR PRODUC	ER, AND THE ADDITIONA	L INTEREST.			
AGENCY	PHONE (A/C, No, Ext): 404 497-7500	COMPANY				
MCGRIFF, SEIBELS & WILL 5605 Glenridge Drive - Suite Atlanta, GA 30342	LIAMS OF GEORGIA, INC.	Travelers Property Ca	Travelers Property Casualty Company of America			
PÁV	C MAN					
FAX (A/C, No):	E-MAIL ADDRESS:					
CODE:	SUB CODE:					
AGENCY CUSTOMER D#:						
INSURED Fulton Holding Corp. C/o The Paradles Shops, LLC		LOAN NUMBER	LOAN NUMBER POLICY NUMBER Y6308252A082TIL14		TIL14	
2849 Paces Ferry Road Overlook I, Suite 400 Atlanta, GA 30339		EFFECTIVE DATE 07/01/2014	EXPIRATION DATE 07/01/2015	CONTINUED UNTIL TERMINATED IF CHECKED		
•		THIS REPLACES PRIOR EVIL	ENCE DATED:			
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PROPERTY INFORMATIO	N					
LOCATION/DESCRIPTION	•	•				
NOTWITHSTANDING ANY EVIDENCE OF PROPERT	RANCE LISTED BELOW HAVE BEEN ISSUED Y REQUIREMENT, TERM OR CONDITION OF Y INSURANCE MAY BE ISSUED OR MAY PER RMS, EXCLUSIONS AND CONDITIONS OF SUC	ANY CONTRACT OR OTI TAIN, THE INSURANCE AF	HER DOCUMENT VEFORDED BY THE F	VITH RESPECT TO POLICIES DESCR	TO WHICH THIS IBED HEREIN IS	
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COVERAGE INFORMATION					T	
Blanket Business Personal	COVERAGE / PERILS / FORMS Property (All-Risk) - Replacement Cost	i= i==================================		UNT OF INSURANCE, 310,600	\$15,000	
Blanket Stock	Property (All-Nisk) - Replacement Cost		1 :	,310,600 962,779	\$15,000	
Business Income - Included	i		-	J 0241 1 0	48 Hours	
Coinsurance - Nil			-		-	
	on, Landslide and Mine Subsidence (excludes A	K, HI, Puerto Rico, and CA)	\$5,00	00,000	\$50,000	
Earthquake - KY, OH, PA, T Earthquake - CA Locations	N Locations		\$2.50	\$2,500,000 \$50,000		
Flood (excludes FL and NFI	IP Zones A & V)			\$1,000,000 \$50,000		
Flood (Zones A & V)	•		\$5,000,000		\$50,000	
Wind/Hail Included - Deduc	ctible 5% of Value subject to minimum of \$100,00	0 (FL only)	L only) \$2,500,000		\$100,000	
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REMARKS (Including Spo Re: Paradies-Palm Beach,				***************************************		
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CANCELLATION						
	E ABOVE DESCRIBED POLICIES BE CANO NANCE WITH THE POLICY PROVISIONS.	CELLED BEFORE THE E	XPIRATION DATE	THEREOF, NOT	FICE WILL BE	
ADDITIONAL INTEREST				****	· · · · · · · · · · · · · · · · · · ·	
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	Beach County Department of Airports Authorized Representative					
Palm Beach International Ai	(DULL	1	للمحتمد عبد عقد	× 5		

846 Palm Beach International Airport West Palm Beach, FL 33406-1470 ACORD 27 (2009/12)

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AFFIDAVIT OF LIMITED LIABILITY COMPANY

STATE OF GEORGIA

COUNTY OF COBB

BEFORE ME, the undersigned authority, personally appeared, the undersigned who by me being first duly sworn, depose(s) and say(s) that:

- 1 The undersigned is the President, Chief Executive Officer and a Manager of Paradies Palm Beach LLC, a limited liability company organized and existing under the laws of the State of Florida ("Company").
- 2. Articles of Organization of the Company have been filed, and are on-file with, the Florida Department of State and such articles are incorporated herein by reference.
- 3. The Company is in good standing and is authorized to transact business in the State of Florida as of the date hereof.
 - 4. The Company is a manager managed limited liability company.
- 5. The undersigned has been authorized by requisite action of the Company's Board of Managers and its Members to act on behalf of the Company and legally bind the Company and execute contracts and other instruments relating to the transaction of business of the Company.
- 6. The undersigned has the right and authority to enter into that certain SEVENTH AMENDMENT TO RETAIL CONCESSION AGREEMENT between Palm Beach County, a political subdivision of the State of Florida and the Company (the "Agreement"), which is incorporated herein by reference and made a part hereof, and such other instruments as may be necessary and appropriate for the Company to fulfill its obligations under such Agreement, including amendment(s) and termination of such Agreement.
- 7. Upon execution and delivery of such Agreement and documents by the undersigned, all of the aforesaid shall be valid agreements of and be binding upon the Company.
- 8. The transactions contemplated herein will not violate any of the terms and conditions of the Company's member agreement, operating agreement certificate of organization or of any other agreement and amendments thereto of whatever kind between the Company and any third person.

9. The undersigned acknowledges that affiant is familiar with the nature of an oath and the penalties provided by the laws of the State of Florida and that this Affidavit is being given to induce Palm Beach County to enter into the Agreement.

FURTHER AFFIANT SAYETH NAUGHT,

Gregg Paradies, Individually, and as a Manager of Paradies-Palm Beach, LLC

SWORN TO AND SUBSCRIBED before me on this 12th day of December, 2014, by Gregg Paradies, Manager of Paradies-Palm Beach, LLC on behalf of the Company who is personally known to me and who did take an oath.

Notary Signature

Print Notary Name: Christine Thomas

NOTARY PUBLIC

State of Georgia at large

My Commission Expires:

Christine M Thomas Notary Public Douglas County, GA My Commission Expires 8/24/2018

AFFIRMATION OF NON-DISCRIMINATION POLICY

The undersigned is the President and Chief Executive Officer of <u>Paradies – Palm Beach LLC</u> ("Company"), a <u>Florida Limited Liability Company with principal place of business in Atlanta, Georgia.</u>

The undersigned acknowledges that it is the express policy of the Palm Beach County Board of County Commissioners that Palm Beach County ("County") shall not conduct business with nor appropriate funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information, and that County Resolution 2014-1421, as may be amended, requires all entities doing business with the County to submit a copy of their written non-discrimination policies to ensure consistency with County Resolution 2014-1421, as may be amended, or to provide a written statement affirming their non-discrimination policies are in conformance with County Resolution 2014-1421, as may be amended.

Accordingly, the (Check application)	ne undersigned hereby affirms the following on behalf of Company: able blank)
xx	Company has a written non-discrimination policy, which is consistent with the requirements of County Resolution 2014-1421 and has provided a complete copy to County for its records. With respect to the foregoing, while the Company's policy does not expressly prohibit discrimination on the basis of "gender identity and expression", we interpret our policy's express prohibition of discrimination on the basis of "sex" to include a prohibition of discrimination on the basis of "gender identity and expression".
	Company does not have a written non-discrimination policy; however, Company's policy conforms to the requirements of County Resolution 2014-1421, as may be amended.
	Signature Signature
	Gregg S. Paradies Print Name
	December 12, 2014 Date