



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u><u>\$-0-</u></u>	<u><u>\$-0-</u></u>	<u><u>\$-0-</u></u>	<u><u>\$-0-</u></u>	<u><u>\$-0-</u></u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No \_\_\_\_\_  
 Does this item include the use of federal funds? Yes \_\_\_\_\_ No X

Budget Account No: Fund 4100 Department 120 Unit 8430 RSource 4462  
 Reporting Category \_\_\_\_\_


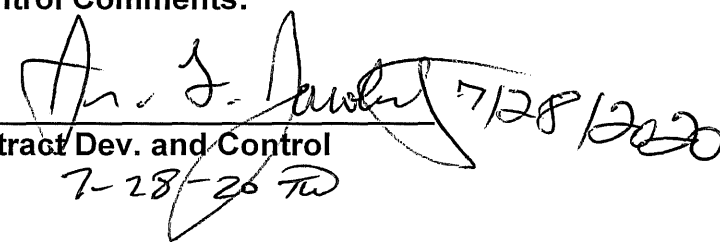
**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

There is no fiscal impact as a result of the Amendment. The Amendment adjusts how reconciliation occurs, to be monthly or on-going, versus annually, and does not modify the annual amount due under the Agreement.

C. Departmental Fiscal Review: 

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Dev. and Control Comments:**

 _____ OFMB	 _____ Contract Dev. and Control
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**B. Legal Sufficiency:**

  
 \_\_\_\_\_  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

REVISED 11/17

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

**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 Senior Vice President, General Counsel and Secretary, 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. That Gregg S. Paradies 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. That Gregg S. Paradies has the right and authority to enter into that certain ELEVENTH 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.

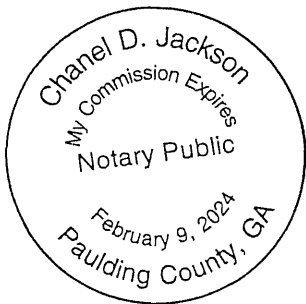
9. The undersigned acknowledges that affiant is familiar with the nature of an oath and the penalties provided by the laws of the State of Florida and that this Affidavit is being given to induce Palm Beach County to enter into the Agreement.

FURTHER AFFIANT SAYETH NAUGHT,

Karen K. Suttle  
Karen K. Suttle, Individually and as, Secretary and  
Manager of Paradies-Palm Beach LLC

STATE OF GEORGIA     )  
COUNTY OF COBB     )

Sworn to (or affirmed) and subscribed before me by means of physical presence notarization, this 21<sup>ST</sup> day of May, 2020, by Karen K. Suttle who is personally known to me and who did take an oath.



Chanel D. Jackson  
Notary Signature  
Chanel D. Jackson  
Print Notary Name

NOTARY PUBLIC, State of Georgia at large  
My Commission Expires: 2-9-2024

🔍 Search

👤 Insured

Insured Name

Paradies-Palm Beach, LLC (DX00000736)



Paradies-Palm Beach, LLC

Active Records Only

Advance Search

Insured Tasks Admin Tools

View

👤 Insured

📄 Notes

🔄 History

☰ Deficiencies

📶 Coverages

★ Requirements

📏 Contract Screen

Add

Edit

Help

Video Tutorials

Name: Paradies-Palm Beach, LLC



Account Number: DX00000736

Address:

Status: Currently in Compliance.

Insured

Business Unit(s)

DBA Number

Print Insured Info

Account Information

Account Number: DX00000736

Risk Type: Standard - General Services

Do Not Call: Address Updated:

Address Information

Mailing Address

Physical Address

Insured: Paradies-Palm Beach, LLC

Address 1:

Address 2:

City:

State:

Zip:

Country:		
<b>Contract Information</b>		
Contract Number:		
Contract Start Date:		Contract End Date:
Contract Effective Date:		Contract Expiration Date:
Description of Services:	Retail Concession Agmt	Safety Form II:
<b>Contact Information</b>		
Contact Name:	Karen Suttle	Misc:
Phone Number:	4044943396	Alt Phone Number:
Fax Number:		
E-Mail Address:	Karen.suttle@paradies-na.com	
Approval Date:		
Rush:	No	
Contract on File:	No	
Certificate Received:	No	
Indemnification Agreement:	No	
Tax Id:		

This Account created by c28 on 05/18/2020.

**ELEVENTH AMENDMENT TO  
RETAIL CONCESSION AGREEMENT**

**THIS ELEVENTH AMENDMENT TO RETAIL CONCESSION AGREEMENT** (this "Amendment") is made and entered into this 4<sup>th</sup> day of June, 2020, by and between Palm Beach County, a political subdivision of the State of Florida ("County"), and Paradies-Palm Beach, LLC, a Florida limited liability company, having its office and principal place of business at 2849 Paces Ferry Road, Overlook I, Fourth Floor, Atlanta, GA 30339 ("Company").

**WITNESSETH:**

**WHEREAS**, County, by and through its Department of Airports, owns and operates the Palm Beach International Airport, which is located in Palm Beach County, Florida; and

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

**WHEREAS**, Company has represented to County that it has experienced significant impacts to its business operations directly resulting from the COVID-19 pandemic; and

**WHEREAS**, the County Administrator or designee, Director of the Department of Airports, has been delegated the authority by the Board of County Commissioners of Palm Beach County pursuant to County Resolution R-2020-0527 to enter into this Amendment; and

**WHEREAS**, the parties desire to amend the Agreement as provided for herein.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants herein contained, and other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein by reference. Terms not defined herein shall have the meanings set forth in the Agreement.

2. **Warranties and Representations.** As a material inducement to County to enter into this Amendment, Company hereby acknowledges, represents and warrants to the County that the following acknowledgments, representations and warranties are true and correct as of the Effective Date of this Amendment: (a) Company has experienced significant impacts to its business operations directly resulting from decline in passenger traffic as a result of the COVID-19 pandemic; (b) Company is not eligible, and has not applied for any governmental assistance, such as grants or loans, under any applicable program providing financial relief based on the COVID-19 pandemic, including, but not limited to, the Coronavirus Aid, Relief, and Economic Security (CARES) Act; (c) Company is not entitled to, and has not submitted or made a claim under, any policies of insurance maintained by Company for recovery based on COVID-19 impacts to its business operations; and (d) the payment security in the form of Concessionaires Bond No. US00084490SU18A issued by XL Specialty Insurance Company, in favor of Palm

Beach County in the amount of \$1,362,327.75 is in full force and effect and has not been cancelled or otherwise modified.

3. **Default.** The discovery by County that any of the warranties and representations made by Company herein as an inducement to enter into this Amendment were materially false shall constitute a material default of this Amendment by Company.

4. **Waiver.** Nothing in this Amendment shall be construed as waiving, reducing, abating or otherwise modifying any amounts due and payable to County under the Agreement. Furthermore, the failure of either party to insist on strict performance of any of the agreements, terms, covenants and conditions of this Amendment shall not be deemed a waiver of any rights or remedies that either party may have for any subsequent breach, default, or non-performance, and neither parties' right to insist on strict performance of this Amendment shall be affected by any previous waiver or course of dealing.

5. **Acknowledgement of Amounts Due.** Company hereby expressly acknowledges and agrees that any force majeure provisions contained in the Agreement do not apply to the nonpayment of any amounts due County under the Agreement. Nothing herein shall be construed as an acknowledgement by County of the validity of any claim, or potential claim, under any force majeure provision of the Agreement associated with the COVID-19 pandemic or associated impacts. The provisions of this paragraph shall survive the termination of this Amendment.

6. **Monthly Minimum Annual Guarantee Reconciliation.** Notwithstanding any provision of this Agreement otherwise, commencing as of October 1, 2019, Concession Fees shall be reconciled monthly, and Concession Fees shall be due and paid by Company to County as of the fifteenth (15<sup>th</sup>) day of each month, for the preceding month, in the manner set forth herein. Within fifteen (15) days after the close of each and every month throughout the Term of this Agreement, Company shall pay to County the difference between: (i) the greater of the Year-to-Date Minimum Annual Guarantee or the Year-to-Date Percentage Payment; and (ii) the Year-to-Date Concession Payments. An illustrative example of a monthly reconciliation as provided for herein is attached as Exhibit "B". Concession Fees shall be reconciled on an annual basis in accordance with the provisions of Section 6.14 of this Agreement. For purposes of this provision, the terms "Year-to-Date Minimum Annual Guarantee", "Year-to-Date Privilege Fee" and "Year-to-Date Concession Payments" shall have the following meanings:

- A. Year-to-Date Minimum Annual Guarantee shall mean one-twelfth 1/12 of the Minimum Annual Guarantee multiplied by the number of months that have accrued since the beginning of the then-current Lease Year (October thru September), subject to abatement, if applicable, as provided in Section 6.16 of the Agreement. The Year-to-Date Minimum Annual Guarantee as of the fifteenth (15<sup>th</sup>) day of a given month shall include the Monthly Minimum Annual Guarantee for the preceding calendar month. For example, as of the Effective Date of this Amendment, the Minimum Annual Guarantee is \$2,883,247.48, payable in 12 monthly installments of \$240,270.62 each. As of February 15, 2020, four (4) monthly installments of the Minimum Annual Guarantee would accrue from the start of the current Lease Year (October 2019



through January 2020). In this example, as of February 15, 2020, the Year-to-Date Minimum Annual Guarantee would be:  $\$240,270.62 \times 4 = \$961,082.48$ .

B. Year-to-Date Privilege Fee shall be determined by totaling the Monthly Privilege Fees accruing from the start of the then-current Lease Year (October thru September). For example, as of February 15, 2020, the Year-to-Date Privilege Fee would be the sum of the four (4) Monthly Privilege Fees accruing from the start of the current Lease Year (October, 2019 through January, 2020).

C. Year-to-Date Concession Payments shall be the sum of Concession Fee payments made by Company, or amounts credited to Company for such, during the then-current Lease Year.

7. **Non-Discrimination Covenants.** Section 21.01, Federal Non-Discrimination Covenants, of the Agreement is hereby deleted in its entirety and replaced with the following:

21.01 Federal Non-Discrimination Covenants. Company, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that it shall comply with the Federal Non-Discrimination Covenants attached hereto as Exhibit "A".

Section 21.03, Non-Discrimination in County Contracts, of the Agreement is hereby deleted in its entirety and replaced with the following:

21.03 Non-Discrimination in County Contracts. Palm Beach County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, Tenant warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

8. **Scrutinized Companies.** Section 26.29, Scrutinized Companies, of the Agreement is hereby deleted in its entirety and replaced with the following:

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

it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria. If County determines, using credible information available to the public, that a false certification has been submitted by Tenant, this Lease may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Lease shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Lease renewal, if applicable.

9. **Ratification of Agreement.** 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.

10. **Conflict.** In the event of a conflict between any provision of this Amendment and the provisions of the Agreement, or any other amendment thereto, the provisions of this Amendment shall control.

11. **Authorized Representatives.** The parties acknowledge that this Amendment has been executed by its duly authorized representatives. The parties declare and acknowledge that the terms of this Amendment have been completely read, fully understood, discussed with counsel, and voluntarily accepted by each party.

12. **Incorporation by Reference.** Exhibits attached hereto and referenced herein are hereby incorporated into made a part of this Amendment.

13. **Paragraph Headings.** 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 the Agreement.

14. **Effective Date.** This Amendment shall become effective upon execution by the parties hereto ("Effective Date").

{Remainder 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.

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

Ray Walter  
Witness Signature

Ray Walter  
(Typed or Printed)

Stevan K. Schlamp  
Witness Signature

Stevan K. Schlamp  
(Typed or Printed)

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

By: [Signature]  
County Attorney

**PALM BEACH COUNTY, FLORIDA**

By: [Signature]  
Director, Department of Airports

**COMPANY:  
Paradies-Palm Beach, LLC**

By: [Signature]  
Gregg S. Paradies  
President & CEO

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

[Signature]  
Witness Signature

Karen K. Suttle  
(Typed or Printed)

[Signature]  
Witness Signature

Chanel Jackson  
(Typed or Printed)

**EXHIBIT "A"**  
**FEDERAL NONDISCRIMINATION COVENANTS**

For purposes of this Exhibit, the term "CONTRACTOR" means Company and the term "Agreement" means the Agreement more particularly described in the preamble of this Amendment.

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

1. Compliance with Regulations: CONTRACTOR will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities ("Nondiscrimination Acts and Authorities" as set forth in paragraph B below), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. CONTRACTOR will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by CONTRACTOR of CONTRACTOR's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. Information and Reports: CONTRACTOR will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, CONTRACTOR will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the non-discrimination provisions of this Agreement, County will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to CONTRACTOR under this Agreement until CONTRACTOR complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: CONTRACTOR will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. CONTRACTOR will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if CONTRACTOR becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, CONTRACTOR may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, CONTRACTOR may request the United States to enter into the litigation to protect the interests of the United States.

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

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

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

D. Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program.

CONTRACTOR for itself and its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

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

E. Airport Concession Disadvantaged Business Enterprises ("ACDBE").

This Agreement may be subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. It is the policy of County that ACDBEs shall have the maximum practicable opportunity to participate in the performance of contracts. CONTRACTOR 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. CONTRACTOR 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 businesses to similarly include the statements in further agreements.

F. General Civil Rights Provision.

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

EXHIBIT "B"  
ILLUSTRATIVE EXAMPLE OF A MONTHLY RECONCILIATION

Concession Revenue Analysis  
Paradies-Palm Beach

For the Period: 10/01/19 - 9/30/2020

								(A)	(B)	(C)	(D)	(E)	(F)
	Total Monthly Sales	Monthly Privilege Fee	Less Minimum Monthly Guarantee (prepaid)	Excess Over Minimum Due	Sales Tax Excess Over	Amount Paid without tax	Amount Paid YTD	DATE STATEMENT OF GROSS REVENUES AND PAYMENT IS DUE	YTD MAG	YTD Privilege Fee Due	Greater of YTD MAG or YTD Privilege Fee	YTD Payments	YTD Over/Under Payment
October	1,129,707.03	227,384.33	240,270.62	-	-	240,270.62	240,270.62	NOVEMBER 15	240,270.62	227,384.33	240,270.62	240,270.62	-
November	1,337,889.98	269,107.68	240,270.62	28,837.06	1,932.08	269,107.68	509,378.30	DECEMBER 15	480,541.24	496,492.01	496,492.01	509,378.30	12,886.29
December	1,564,345.61	314,225.48	240,270.62	73,954.86	4,954.98	314,225.48	823,603.78	JANUARY 15	720,811.86	810,717.49	810,717.49	823,603.78	12,886.29
January	1,734,986.70	350,810.05	240,270.62	110,539.43	7,185.06	350,810.05	1,174,413.83	FEBRUARY 15	961,082.48	1,161,527.54	1,161,527.54	1,174,413.83	12,886.29
February	1,822,545.13	368,548.02	240,270.62	128,277.40	8,338.03	368,548.02	1,542,961.85	MARCH 15	1,201,353.10	1,530,075.56	1,530,075.56	1,542,961.85	12,886.29
March	1,025,694.23	209,411.54	0.00	209,411.54	13,611.75	240,270.62	1,783,232.47	APRIL 15	1,201,353.10	1,739,487.10	1,739,487.10	1,783,232.47	43,745.37
April	-	-	240,270.62	-	-	-	-	MAY 15	1,441,623.72	1,739,487.10	1,739,487.10	1,783,232.47	43,745.37
May	-	-	240,270.62	-	-	-	-	JUNE 15	1,681,894.34	1,739,487.10	1,739,487.10	1,783,232.47	43,745.37
June	-	-	240,270.62	-	-	-	-	JULY 15	1,922,164.96	1,739,487.10	1,922,164.96	1,783,232.47	(138,932.49)
July	-	-	240,270.62	-	-	-	-	AUGUST 15	2,162,435.58	1,739,487.10	2,162,435.58	1,783,232.47	(379,203.11)
August	-	-	240,270.62	-	-	-	-	SEPTEMBER 15	2,402,706.20	1,739,487.10	2,402,706.20	1,783,232.47	(619,473.73)
September	-	-	240,270.62	-	-	-	-	OCTOBER 15	2,642,976.82	1,739,487.10	2,642,976.82	1,783,232.47	(859,744.35)
<b>Totals</b>	<b>8,615,168.68</b>	<b>1,739,487.10</b>	<b>2,642,976.82</b>	<b>551,020.29</b>	<b>36,021.90</b>	<b>1,783,232.47</b>			<b>2,642,976.82</b>	<b>1,739,487.10</b>	<b>2,642,976.82</b>	<b>1,783,232.47</b>	<b>(859,744.35)</b>

\* in this illustration, the MAG for the month of March, 2020 is abated per Section 6.16 of the Agreement.

Column Legend	
(A)	The date by which the Statement of Gross Revenues and payment is due for the listed month. This date is 15-days following the end of the prior month.
(B)	The total of monthly MAG amounts due Year-To-Date (YTD) from the beginning of the current Lease Year (October 1) thru the end of the prior month.
(C)	The total of monthly Privilege Fee amounts due Year-To-Date (YTD) from the beginning of the current Lease Year (October 1) thru the end of the prior month.
(D)	The greater of the amount in (B) or (C).
(E)	The total of actual payments made year-to-date
(F)	The amount of year-to-date overpayment or underpayment