

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: June 3, 2025

[X] Consent
[] Workshop

☐ Regular
☐ Public Hearing

Submitted By: Department of Airports

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: License Agreement (License) with AGI Ground, Inc. (AGI), commencing March 7, 2025, and expiring August 31, 2025, providing for the temporary relocation of AGI from approximately 124 square feet of office space leased by AGI in the Palm Beach International Airport (PBI) terminal building pursuant to a Terminal Space Lease Agreement dated November 17, 2015 (R2016-0049) (Lease), to an alternative office space, consisting of approximately 208 square feet of space, at no cost, to accommodate on-going construction activities at PBI.

Summary: Ongoing construction at PBI requires AGI to vacate a portion of its leased office space in the PBI terminal building. AGI will temporarily relocate to a nearby office space, containing approximately 208 square feet at no additional cost. AGI agreed to the temporary relocation and will continue to pay rental for its leased office space during the period of displacement. Resolution 2007-2070 authorizes the County Administrator or designee, in this case, the Director of the Department of Airports, to execute the standard form License. **Countywide (AH)**

Background and Justification: Construction at the PBI terminal building impacts AGI's current office space. Under its existing lease, AGI agreed to temporarily relocate to an alternative location during construction. AGI will return to its original office space upon completion of construction, which is anticipated to be no later than August 31, 2025.

Attachments:

1. License Agreement (w/ Exhibit A, B, C and D)

Recommended By:

Department Director

4/29/25

Date

Approved By:

Assistant County Administrator

Date _____

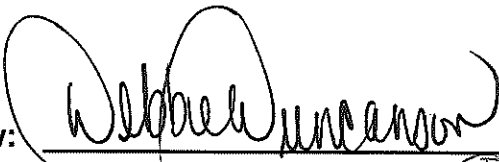
II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures					
Operating Costs					
Operating Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$-0-	\$-0-	\$-0-	\$-0-	\$-0-
# ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included in Current Budget?	Yes	No	X		
Does this item include the use of federal funds?	Yes	No	X		
Does this item include the use of state funds?	Yes	No	X		
Budget Account No: Fund	Department	Unit	Resource		
Reporting Category					

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

This item has no fiscal impact.

C. Departmental Fiscal Review:  4/29/25

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:  5/1/25
OFMB  5/8/25
Contract Dev. and Control

B. Legal Sufficiency:

 5-8-25
Assistant County Attorney

C. Other Department Review:

Department Director

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

AGI POST, INC.
AGI GROUND FOREIGN HOLDINGS CORP.
AGI GROUND, INC.
AGI SECURE – CA

Action by Omnibus Written Consent of the Board of Directors
in Lieu of Special Meeting

January 3, 2024

The undersigned, being all of the directors of the board of directors (the “Directors”) of each of AGI Post, Inc., a Delaware corporation (“AGI Post”), AGI Ground Foreign Holdings Corp., a Missouri corporation (“AGI Ground Foreign Holdings”), AGI Ground, Inc., a Missouri corporation (“AGI Ground”), and AGI Secure – CA, a California corporation (“AGI Secure” and, together with AGI Post, AGI Ground Foreign Holdings and AGI Ground, the “Companies”), acting pursuant to Chapter 307(b) of the California General Corporation Law, Section 141(f) of the General Corporation Law of the State of Delaware, Section 355.246 of the General and Business Corporations Law of the State of Missouri, as applicable, and in accordance with the bylaws of the Companies, as applicable (together with any exhibits, schedules and annexes thereto, the “Bylaws”), DO HEREBY ADOPT the resolutions hereinafter set forth as the action of the Directors of the Companies by written consent in lieu of a meeting (capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the applicable Bylaws):

Officers of the Companies

- WHEREAS: On November 22, 2023, AGI Post and AGI Ground Foreign Holdings amended their Certificates of Incorporation to change their names; on November 27, 2023, AGI Secure amended its Certificate of Incorporation to change its name; and on November 29, 2023, AGI Ground amended its Certificate of Incorporation to change its name (collectively, the “Name Changes”).
- WHEREAS: The Directors desire to affirm that the officers of the Companies immediately prior to the Name Changes are the same as the officers of the Companies following the Name Changes.
- RESOLVED: That the officers of AGI Post and AGI Secure immediately prior to the Name Changes were, and following the Name Changes continue to be, the individuals set forth below.

<u>Name</u>	<u>Office(s)</u>
Jared Azcuy	Chief Executive Officer and President
Angelo Gencarelli	Chief Financial Officer and Treasurer
Gerald Finn	Vice President and Secretary

RESOLVED: That the officers of AGI Ground and AGI Ground Foreign Holdings immediately prior to the Name Changes were, and following the Name Changes continue to be, the individuals set forth below.

<u>Name</u>	<u>Office(s)</u>
Jared Azcuy	Chief Executive Officer
Angelo Gencarelli	Chief Financial Officer and Treasurer
Ingrid Braeuninger	Chief Operating Officer, President and Secretary

General Authorization and Ratification

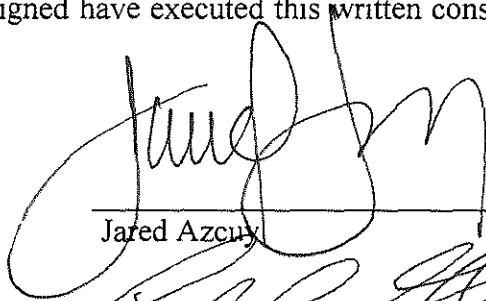
RESOLVED: That the Companies are hereby authorized to fully perform its obligations under each of the foregoing resolutions and to execute, deliver and perform any such other agreements or amendments and to engage, without limitation, in such other transactions, arrangements or activities as are reasonably related to, or incident to, or which will serve to facilitate or enhance for the benefit of the Companies, the transactions contemplated by these resolutions, and to enter into such other arrangements or understandings as are necessary, appropriate or desirable to effectuate the intent of, or matters reasonably contemplated or implied by, this resolution and each of the foregoing resolutions; and any officer of the Company and such officer’s designees, acting singly or otherwise (each, an “Authorized Officer” and collectively, the “Authorized Officers”), acting singly is authorized from time to time, on behalf of the Companies, to execute, acknowledge, file and deliver any agreements, certificates, modifications, notices, waivers, consents or other documents, and to take such other action, including the payment of any fees and expenses, by his or her judgment necessary or desirable in connection with the foregoing resolutions, the taking of any such action to be conclusive evidence that the same has been authorized and approved by the Directors.

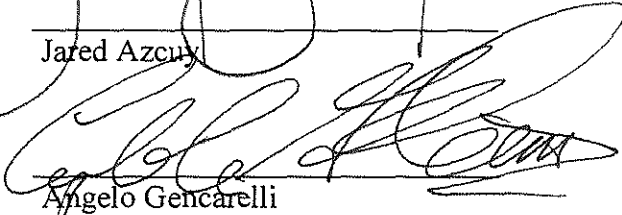
RESOLVED: That the omission from these resolutions of any agreement, document or other arrangement contemplated by any of the agreements, documents or instruments described in the foregoing resolutions or any action to be taken in accordance with any requirement of any of the agreements, documents or instruments described in the foregoing resolutions shall in no manner derogate from the authority of any Authorized Officer to take all actions necessary, desirable, advisable or appropriate to consummate, effectuate, carry out or further the transactions contemplated by, and the intent and purposes of, the foregoing resolutions.

RESOLVED: That all actions previously taken by any Authorized Officer or any manager, officer, employee or agent of the Companies in connection with or related to the matters set forth in or reasonably contemplated or implied by the foregoing resolutions be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the acts and deeds of the Companies.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have executed this written consent as of the date first set forth above.


Jared Azcu


Angelo Gencarelli



Palm Beach County
Compliance Summary Report

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX00000699	AGI Ground, Inc.	Modified	Compliant					PBI-AT-15-01	Terminal Space Lease Agreement
		A++g , XV	ACE Property and Casualty Insurance Company	AAPN17937091004	10/9/2024	10/9/2026	Auto Liability		
		A+p , XV	Hartford Fire Insurance Company	84cses62606	6/1/2024	6/1/2025	Auto Liability		
		A++g , XV	ACE Property and Casualty Insurance Company	AAPN17937091004	10/9/2024	10/9/2026	General Liability		
		A+p , XV	Hartford Accident and Indemnity Company	84wns62600	6/1/2024	6/1/2025	Workers Comp		

Risk Profile : Standard - General Services
Required Additional Insured : Palm Beach County Board of County Commissioners
Ownership Entity :

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this “Agreement”) made and entered into this 7 day of March, 2025, (“Effective Date”) by and between Palm Beach County, a political subdivision of the State of Florida, (“County”) and AGI Ground, Inc., a Missouri corporation, having its office and principal place of business at 9130 S Dadeland Blvd, Suite 1801, Miami, Florida 33156 (“Licensee”).

WITNESSETH:

WHEREAS, County, by and through its Department of Airports (“Department”), is the owner and operator of the Palm Beach International Airport (“Airport”); and

WHEREAS, Licensee, as successor to Airport Terminal Services, Inc., is the Tenant under that certain Terminal Space Lease Agreement dated November 17, 2015 (R2016-0049), (“Lease”), providing for the lease of space in the commercial passenger terminal as more particularly identified in Exhibit “A”, attached hereto and incorporated herein, in support of Licensee’s operations at the airport (the “Leasehold Space”); and

WHEREAS, County is completing terminal improvements and has requested Licensee to temporarily vacate the Leasehold Space and relocate to alternative space, as provided for herein.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth on the part of the Licensee to be observed and performed, the County hereby grants the Licensee a non-exclusive, revocable license to use the Licensed Premises (as hereinafter defined) upon the following terms and conditions:

**ARTICLE 1
BASIC PROVISIONS**

- 1.01 **Recitals.** The foregoing recitals are true and correct and incorporated herein.
- 1.02 **Licensed Premises.** The Licensed Premises, which is the subject of this Agreement, is referred to as Room Number 3029, consisting of approximately 208 square feet as more particularly identified in Exhibit “B”, attached hereto and incorporated herein (the “Licensed Premises”).

**ARTICLE 2
LENGTH OF TERM AND COMMENCEMENT DATE**

The term of this Agreement shall commence on the Effective Date written above (“Commencement Date”) and shall terminate and expire upon County’s return of the Leasehold Space to Licensee, but not later than August 31, 2025, unless sooner terminated as provided for herein (the “Term”).

**ARTICLE 3
LICENSE FEE**

In consideration for this Agreement, throughout the Term, Licensee shall continue to pay to County rental for the Leasehold Space as provided in the Lease and no license fee shall be due for the Licensed Premises.

ARTICLE 4
CONDUCT OF BUSINESS AND USE OF LICENSED PREMISES BY LICENSEE

4.01 Use of the Licensed Premises. Licensee shall use the Licensed Premises solely and exclusively for an office in support of Licensee's business operations at the Airport as provided in the Lease. Licensee shall not use, permit or suffer the use of the Licensed Premises for any other business or purpose whatsoever. Upon the Commencement Date of this Agreement, Licensee shall vacate the Leased Space. Licensee shall not be entitled to occupy the Leasehold Space, throughout the duration of Licensee's occupancy of the Licensed Premises. At no time shall the Licenses occupy both the Licensed Premises and Leased Space.

4.02 Improvements. Licensee shall make no improvements, alterations or additions to the Licensed Premises whatsoever, without the prior written consent of the Department, which may be granted or withheld in the Department's sole and absolute discretion.

4.03 Condition of the Licensed Premises. Licensee accepts the Licensed Premises in its "As is", "Where is" condition as of the Commencement Date. Licensee further acknowledges that County has not made any warranties or representations of any nature whatsoever regarding the Licensed Premises including, but not limited to, any warranties or representations relating to the physical condition of the Licensed Premises or any improvements located therein, or the suitability of the Licensed Premises or any improvements for the Licensee's intended use.

4.04 Waste or Nuisance. Licensee shall not commit or suffer to be committed any waste upon the Licensed Premises or any nuisance or other act or thing which may result in damage or depreciation of value of the Licensed Premises.

4.05 Compliance with Laws. Licensee shall, at its sole cost and expense, secure any and all required licenses and permits and shall comply with all local, state and federal laws pertaining to Licensee or its use of the Licensed Premises, including all applicable zoning, building and fire laws and regulations. Licensee acknowledges and agrees that County has made no representations whatsoever regarding Licensee's ability to use the Licensed Premises for the purposes set forth in this Agreement. Licensee shall ensure that its invitees, guests and any all other persons entering the Licensed Premises with or without Licensee's consent or knowledge comply with all applicable laws on the Licensed Premises. Licensee shall indemnify, defend and save County harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Licensee's failure to perform its obligations specified in this Section. The foregoing indemnification agreement shall survive the expiration or earlier termination of this Agreement.

4.06 Non-Discrimination. Licensee shall comply with all applicable requirements of the Nondiscrimination Requirements set forth in Exhibit "D" attached hereto.

4.07 Surrender of the Licensed Premises. Unless otherwise agreed to by County in writing, upon expiration or earlier termination of Licensee's license to use the Licensed Premises, Licensee, at its sole cost and expense, shall surrender the Licensed Premises to the County, and restore the condition of the Licensed Premises to at least the same condition as the Licensed Premises was in as of the Commencement Date of this Agreement.

4.08 County's Right to Enter. County shall have the right to enter the Licensed Premises at any time, without notice, for any purpose whatsoever. County agrees to exercise reasonable efforts to minimize interference with or disruption of Licensee's operations on the Licensed Premises; provided, however, County shall not be required to expend additional sums of money in order to comply with the foregoing requirement. In the event that a County work activity must take place within the Licensed Premises during Licensee's operating hours, which will disrupt or interfere with the Licensee's operations, County will endeavor to provide prior notice to Licensee. The notice requirements provided under Section 10.04 shall not apply to this Section.

**ARTICLE 5
REPAIRS AND MAINTENANCE OF LICENSED PREMISES/SECURITY**

5.01 Repairs & Maintenance. The provisions in the Lease pertaining to repairs and maintenance shall apply to the Licensed Premises. All portions of the Licensed Premises and all improvements erected on the Licensed Premises shall be kept in good repair and condition by Licensee. Licensee shall maintain the Licensed Premises free of trash and debris. Upon expiration or earlier termination of this Agreement, Licensee shall deliver the Licensed Premises to County in good repair and condition as specified herein, free of all improvements constructed by Licensee, if any. In the event of any damage to the Licensed Premises, County may complete the necessary repairs or maintenance of the Licensed Premises and Licensee shall reimburse County for all expenses incurred by County in doing so, plus a twenty-five percent (25%) administrative fee, within fifteen (15) days after written request for reimbursement from County.

5.02 Security. Licensee acknowledges and accepts full responsibility for the security and protection of the Licensed Premises and any and all personal property and improvements now existing or hereafter placed on or installed in or upon the Licensed Premises, and for the prevention of unauthorized access to the Licensed Premises. Licensee fully understands that the police security protection provided by County is limited to that provided to any other business situated in Palm Beach County by the Palm Beach County Sheriff's Office and expressly acknowledges that any special security measures deemed necessary or desirable for additional protection of the Licensed Premises, shall be the sole responsibility of Licensee and shall involve no additional cost to County.

**ARTICLE 6
INSURANCE**

Maintenance of Insurance. Licensee agrees to maintain, on a primary basis and at its sole expense, at all times during the Term of this Agreement, and any extension thereof, the insurance coverages and limits set forth in the Lease, which insurance coverages are incorporated herein by reference. The requirements contained therein, as well as County's review or acceptance of insurance maintained by Licensee is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Licensee under this Agreement.

**ARTICLE 7
INDEMNIFICATION**

Licensee shall indemnify, defend and save County harmless from and against any and all claims, actions, damages, liability and expense in connection with: (i) loss of life, personal injury and/or damage to or destruction of property arising from or out of any occurrence in, upon or at the Licensed Premises; (ii) the occupancy or use by Licensee of the Licensed Premises or any part thereof; or (iii) any act or omission of Licensee, its agents, contractors, employees or invitees. In the event the County is made a party to any litigation commenced against Licensee or by Licensee against any third party, then Licensee shall protect and hold County harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, and any appeals thereof. Licensee recognizes the broad nature of this indemnification provision and specifically acknowledges the receipt of good and value separate consideration in support thereof. This provision shall survive expiration or earlier termination of this Agreement.

**ARTICLE 8
ASSIGNMENT**

Licensee may not assign, sublet or rent any portion of the Licensed Premises.

ARTICLE 9 REVOCATION OF LICENSE/DEFAULT

9.01 Revocation of License. Notwithstanding any provision of this Agreement to the contrary, the rights granted to Licensee hereunder amount only to a non-exclusive license to use the Licensed Premises, which license is expressly revocable by County or any reason whatsoever upon notice to Licensee. Upon notice from County of the revocation of the license granted hereby, Licensee shall be entitled to resume occupancy of the Leasehold Space, or if County determines the Leasehold Space may not be reoccupied at the time of revocation of this Agreement, County shall offer such other alternative space as the parties may mutually agree, and this Agreement shall terminate and County shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination.

9.02 Default. Failure to perform or observe any of the agreements, covenants or conditions contained in this Agreement to be performed or observed by such party upon five (5) days prior written notice shall constitute a default of this Agreement. A default by Licensee of the Contract, or any permit, lease or other agreement between County and Licenses, which default has not been cured within the applicable cure period provided in such Contract, permit, lease or other agreement, shall constitute a default of this agreement.

ARTICLE 10 MISCELLANEOUS

10.01 Subordination to Bond Resolution. This Agreement and all rights granted to Licensee hereunder are expressly subordinated and subject to the lien and provisions of the pledge, transfer, hypothecation or assignment made by County in the Palm Beach County Airport System Revenue Bond Resolution dated April 3, 1984 (R-84-427), as amended and supplemented ("Bond Resolution"), and County and Licensee 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 County hereunder to the extent such possession, enjoyment and exercise are necessary to insure compliance by Licensee and County with the terms and provisions of this Agreement and Bond Resolution.

10.02 Subordination to State/Federal 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, of which the Licensed Premises are a part, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Licensee understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement between County and the United States of America, 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 federal funds for the development of the Airport.

10.03 Entire Agreement. This Agreement and any Exhibits attached hereto and forming a part thereof as if fully set forth herein, constitute all agreements, conditions and understandings between County and Licensee concerning the Licensed Premises. All representations, either oral or written, shall be deemed to be merged into this Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon County or Licensee unless reduced to writing and signed by them.

10.04 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, telecopied or faxed (provided in each case a receipt is obtained), 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 on the date of transmission with confirmed answer back if by telecopier or

fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, 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 designate 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:

- (a) If to the County at:
Palm Beach County Department of Airports
Attn: Airport Director
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470
Fax: (561) 471-7427
- (b) If to the Licensee at:
Contracts Admin
AGI Ground, Inc.
9130 S. Dadeland Blvd. Two Datran Center, Suite 1801
Miami, Florida 33156 ("Tenant").
E-mail: contractsadmin@agi.aero

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

10.05 Recording. Licensee shall not record this Agreement or any memorandum or short form thereof.

10.06 Waiver of Jury Trial. The parties hereto waive trial by jury in connection with proceedings or counterclaims brought by either of the parties hereto against the other, in connection with this Agreement.

10.07 Governing Law and Venue. This Agreement shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in Palm Beach County.

10.08 Time of Essence. Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.

10.09 Captions. The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.

10.10 Severability. In the event that any section, paragraph, sentence, clause or provision of this Agreement is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

10.11 Waiver. No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

10.12 Office of the Inspector General. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Licensee, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

10.13 No Third Party Beneficiaries. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of County and/or Licensee.

10.14 Scrutinized Companies. As provided in Section 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the Licensee 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, Florida Statutes. Pursuant to Section 287.135(3)(b), Florida Statutes, if Licensee is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the County. When the Agreement value is greater than \$1 million: As provided in Section 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the Licensee 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 Section 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria. If the County determines, using credible information available to the public, that a false certification has been submitted by Licensee, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes. Said certification must also be submitted at the time of Agreement renewal, if applicable.

10.15 Human Trafficking Affidavit. Licensee warrants and represents that it does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Licensee has executed Exhibit "C", Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

10.16 Existing Agreement. The parties acknowledge and agree that nothing in this Agreement shall be construed as modifying or terminating the Lease.

10.17 Effective Date. This Agreement shall become effective when executed by the parties hereto.

{Remainder of page intentionally left blank.}

IN WITNESS WHEREOF, County and Licensee have executed this Agreement, or have caused the same to be executed as of the day and year first above written.

WITNESSES:

Shawna Larose
Signature
Shawna Larose
Typed or Printed Name

Ray Walton
Signature
Ray Walton
Typed or Printed Name

PALM BEACH COUNTY, FLORIDA,
POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA

By: Jon Beck
Director of Airports *Dee*

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Anne Delgant
County Attorney

DocuSigned by: Kattia Oviedo
WITNESSES: 5917ACB25D9E48B...
Signature
Kattia Oviedo
Typed or Printed Name
Cheri Le
Signature
Cheri Le
Typed or Printed Name
C4A17C1418E7461...

LICENSEE:
AGI GROUND, INC.
By: Jared Azcuy, CEO


DocuSigned by: Jared Azcuy
DS
BCC6D0B220A54DA...
(Seal) 

EXHIBIT "A"
THE LEASEHOLD SPACE

**ROOM 3023 APPROXIMATELY 124 SQUARE FEET
(APPROXIMATELY 15.35' x 8.14')
TERMINAL SPACE LEASE AGREEMENT (R2016-0049)**

Floorplans of the airport are **CONFIDENTIAL** and
exempt from the public records release under F.S. 119.071(3)(b)

The drawings on the following pages will be removed
from any copy of this Agreement provided for distribution.

EXHIBIT "B"
THE LICENSED PREMISES

**ROOM 3029 APPROXIMATELY 208 SQUARE FEET
(APPROXIMATELY 15.17' x 13.73')**

Floorplans of the airport are **CONFIDENTIAL** and
exempt from the public records release under F.S. 119.071(3)(b)

The drawings on the following pages will be removed
from any copy of this Agreement provided for distribution.

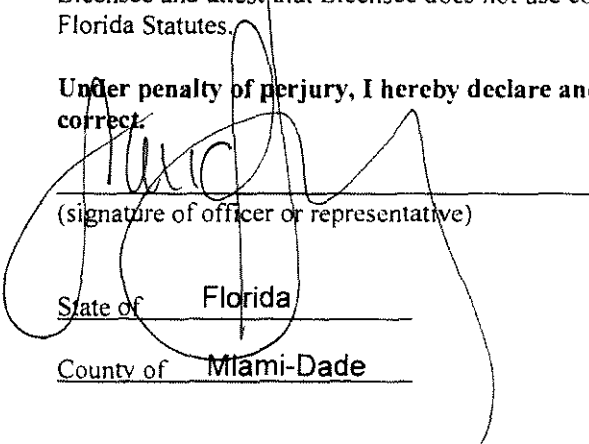
EXHIBIT "C"

NONGOVERNMENTAL ENTITY HUMAN
TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of AGI Ground, Inc.
Licensee and attest that Licensee does not use coercion for labor or services as defined in Section 787.06.
Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.


(signature of officer or representative)

Jared Azcuy
(printed name of officer or representative)

State of Florida

County of Miami-Dade

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this, _____
5th day of March, by KATTIA OVIEDO.

Personally known ☒ OR produced identification ☐.

Type of identification produced _____.

Kattia Oviedo
NOTARY PUBLIC
My Commission Expires: February 2, 2026
State of Florida at large



(Notary Seal)

EXHIBIT “D”
NONDISCRIMINATION COVENANTS

WHEN USED HEREIN, THE TERM “CONTACTOR” MEANS TENANT-LESSEE-CONCESSIONAIRE-OPERATOR-PERMITTEE OR OTHER PARTY TO AN AGREEMENT WITH PALM BEACH COUNTY.

COUNTY NONDISCRIMINATION PROVISIONS

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, the CONTRACTOR 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.

FEDERAL NONDISCRIMINATION REQUIREMENTS

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:

- 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.
- 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.
- 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.
- 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.
- 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:
 - Withholding payments to CONTRACTOR under this Agreement until CONTRACTOR complies; and/or
 - Cancelling, terminating, or suspending a contract, in whole or in part.
- 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.

- 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.
- 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:

- 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.
- 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.