Agenda Item #: 3H-10

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date:	November 18, 2025	[X] Consent [] Ordinance	[] Regular [] Public Hearing
Department:	Facilities Development	t & Operations	

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Second Amendment to Concessionaire Service Agreement with US Soccer 5, LLC, a Florida limited liability company (Soccer 5), as amended, for the construction, operation, and maintenance of a mini soccer complex concession at John Prince Park (Park), consenting to the change in the beneficial ownership, modifying the premises, and revising various provisions related to construction and alterations with respect to the portion of the premises added in the Second Amendment and updating other standard terms.

Summary: On December 18, 2018, the Board of County Commissioners (BCC) approved the current Concessionaire Service Agreement (R2018-2061) (Agreement) with Soccer 5 for the construction, operation, and maintenance of a mini soccer complex at the Park. This Second Amendment: i) consents to the change in the beneficial ownership of Concessionaire, ii) modifies the premises by replacing a 1.48-acre parcel along Lake Worth Road with a new parcel comprising approximately .63 acres, and, in connection therewith, replaces all related exhibits in the Agreement depicting the premises; iii) modifies various provisions of the Agreement and the Development Rider (Exhibit D to the Agreement) to incorporate requirements regarding the construction and Alterations with respect to the portion of the premises added in the Second Amendment; and iv) updates, adds, and modifies various standard County provisions. All other terms and conditions of the Agreement shall remain in full force and effect. There is no fiscal impact associated with this item. The Parks Department will continue to have administrative responsibility for this Agreement. (Property & Real Estate Management) District 3 (ZQ)

Background and Justification: In July of 2018, a Request for Proposal (RFP) was issued for the operation of a mini soccer complex concession at the Park. On December 18, 2018, the BCC approved the current Agreement with Soccer 5 for the construction, operation, and maintenance of a mini soccer complex at John Prince Park for the Park's patrons. The initial term is ten (10) years from the Commencement Date, with two (2) renewal options each for a period of ten (10) years. On June 15, 2021, the BCC approved the First Amendment to the Agreement (R2021-0800). In March of 2020, Soccer 5 was ready to commence construction, but the issuance of the Covid-19 Emergency Local Order 2020-003 closed all County parks, which hindered Soccer 5 from completing the first phase of construction within the specified time frame. This Second Amendment proposes substituting the current 1.48-acre parcel along Lake Worth Road with a newly designated 0.63-acre site within the Park. This modification will reduce the premises from 4 acres to 3.15 acres and will better align the premises with Soccer 5's operations.

(Continued on Page 3)

Attachments:

- 1. Location Map
- 2. Second Amendment to Concessionaire Service Agreement (2)
- 3. Disclosure of Beneficial Interests (4)

Recommended By:	In Contra	11/4/25
· ·	Department Director	Date
Approved By:	tel	11/12/25
	Deputy County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A.	Five Year Summary of Fig	scal Impact:				
Fisca	al Years	2026	2027	2028	2029	2030
_	ital Expenditures rating Costs	N/A	N/A	N/A	N/A	N/A
Prog	ernal Revenues gram Income (County) Kind Match (County	**************************************			**************************************	
NET	FISCAL IMPACT	<u>(\$-0-)</u>	<u>(\$-0-)</u>	<u>(\$-0-)</u>	<u>(\$-0-)</u>	<u>(\$-0-)</u>
	ODITIONAL FTE SITIONS (Cumulative)		4		<u></u>	
Is It	em Included in Current Bu	dget:	Yes _	No	<u>X</u>	
Doe	s this item include the use o	f federal fund	ls? Yes	No .	<u>X</u>	
Doe	s this item include the use o	f State funds	? Yes	No .	<u>X</u>	
Bud	get Account No: Fund	D	Dept <u>580</u>	Unit		
В.	Recommended Sources o	f Funds/Sumi	mary of Fiscal	Impact:		
	No fiscal impact.					
	Fixed Asset Number: N	<u>'A</u>				
	PCN: 00-43-44-28-00-001	-3020	1			
C.	Departmental Fiscal Rev	iew:	gn Sp	/ Len	-	
		III. <u>RE</u>	EVIEW COM	MENTS		
A.	OFMB Fiscal and/or Cor	ntract Develor	oment Comme	nts:		
	Pa	5/2025	mun	WWW.	d Control 251	10/25
В.	Legal Sufficiency:	4 11/10/25		V	ررانا	10-75 TD
C.	Other Department Revie	w:				

This summary is not to be used as a basis for payment.

Page 3

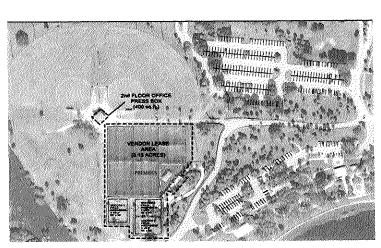
Background and Justification (continued): Section 286.23, Florida Statutes, requires that a Disclosure of Beneficial Interest (Disclosure) be obtained when property held in a representative capacity is leased to the County, but does not require such Disclosure when the County leases property to a tenant. Since a Disclosure was already provided, staff obtained an updated Disclosure which is attached as Attachment 3 to this item. The management and operations of Soccer 5 and the mini soccer complex remain with Scott and Alan Georgeson.

LOCATION MAP

00-43-44-28-00-001-3020

DISTRICT 3





Aerial View of the Premises

Attachment #1

SECOND AMENDMENT TO CONCESSIONAIRE LEASE AGREEMENT

THIS SECOND AMENDMENT TO CONCESSIONAIRE LEASE AGREEMENT (the "Second Amendment") is made and entered into <u>Movember 18, 702.5</u>, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, ("County") and US SOCCER 5, LLC, a Florida Limited Liability Company, ("Concessionaire") ("County" and "Concessionaire" collectively referenced as the "Parties").

WITNESSETH:

WHEREAS, County and Concessionaire entered into that certain Concessionaire Lease Agreement (R2018-2061) dated December 18, 2018 (the "Initial Agreement") for the use of the Premises as defined in the Initial Agreement, for an initial term of ten (10) years; and

WHEREAS, the First Amendment to Concessionaire Lease Agreement (R2021-0800) effective June 15, 2021 (the "First Amendment") extended the deadline to begin construction to account for Covid-related closures and delays, revised the Premises to reflect the location of the buildings, and modified certain language of the Initial Agreement (the Initial Agreement as amended by the First Amendment is collectively referred to herein as the "Agreement"); and

WHEREAS, the Parties desire to substitute the portion of the Premises comprising the 1.48-acre parcel along Lake Worth Road as set forth in the Agreement with a newly designated 0.63-acre site as further defined herein; and

WHEREAS, Concessionaire has provided notice requesting County's approval of a change in the beneficial ownership of Concessionaire to reflect the following members:

- (i) Seventy percent (70%) of the membership interests in Concessionaire to be owned by Wonder Franchises, LLC, a Delaware limited liability company ("Wonder");
- (ii) Fifteen percent (15%) of the membership interests in Concessionaire to be owned by Indominus Rex, LLC, a Florida limited liability company; and
- (iii) Fifteen percent (15%) of the membership interests in Concessionaire to be owned by 26 Anchor Drive, LLC, a Florida limited liability company; and

WHEREAS, County acknowledges receipt of notice as required by the Agreement, and consents to the change in ownership as set forth herein; and

WHEREAS, the Parties wish to modify the Agreement to reflect the change in the Premises and the change of ownership as set forth above, and to update standard provisions of the Agreement.

NOW, **THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

2. Section 1.01 of the Agreement is hereby deleted in its entirety and replaced with the following:

Section 1.01 Premises

In consideration of the rents, covenants and agreements hereafter reserved and contained on the part of the Concessionaire to be observed and performed, the County provides to the Concessionaire, and Concessionaire accepts from County, the concession area for the mini soccer complex designated on Exhibit "B" attached hereto and made a part hereof (the "Premises") for the provision of a mini soccer concession (the "Concession"). The Premises consists of approximately 3.15 acres and as well as the 2nd floor of the press box which is approximately 400 square feet, located at the softball complex as depicted on Exhibit "B". The Premises is located within John Prince Park, 2520 Lake Worth Road, Lake Worth, Florida, and is shown in the Park aerial photograph attached as Exhibit "A".

Concessionaire shall operate its concession within the boundaries of the Premises as set forth herein. County reserves the right to make such amendments, changes and revisions to the configuration of the Premises as County, in its sole discretion, may deem proper. Construction may at times impact the operation of this concession. County, at its option, reserves the right to relocate Concessionaire's facilities within the Premises into another area of similar size and County shall not be liable to Concessionaire for any costs, expenses, or damages in connection to any such requested relocation. In the event that Concessionaire does not agree to the relocation as provided herein, this Agreement shall be automatically terminated, and the parties hereto shall be relieved of all further obligations hereunder.

3. Section 2.06 of the Agreement is hereby deleted in its entirety and replaced with the following:

Section 2.06 Unpaid Fees, Holdover

In the event Concessionaire fails to make timely payment of any rentals, fees, charges, and payments due and payable in accordance with the terms of this Agreement within ten (10) days after same shall become due and payable, interest at the rate of one and one half percent (1.5%) per month (or the highest rated permitted by law if lower) shall accrue against the delinquent payment(s) from the date due until the date payment is received by County. Such interest shall constitute Additional Rent. Payments received after interest has started to accrue shall be applied to the accrued interest first and then towards the delinquent rent. Notwithstanding the foregoing, County shall not be prevented from terminating this Agreement for default on the payment of rentals, fees, charges, and payments due to County pursuant to this Agreement or from enforcing any other provisions contained herein or implied by law. In the event Concessionaire shall holdover, refuse or fail to relinquish possession of the Premises at the expiration or termination of this Agreement, Concessionaire shall be strictly liable to pay to County during the entire period of such holdover, double Guaranteed Annual Rent, as provided for in Chapter 83, Florida Statutes. During the period of any such holdover, Concessionaire shall also continue to be responsible for its obligations under this Lease, including maintaining the insurances coverages as required by this Lease. In addition to the Guaranteed Annual Rent, Concessionaire shall pay all other charges or costs imposed upon Concessionaire by this Agreement, all costs of insurance for which

Concessionaire would have been responsible if this Agreement had been renewed on the same terms contained herein, in the event that Concessionaire fails to maintain the required insurance coverages during the period of any holder, and all sales taxes assessed against such increased Guaranteed Annual Rent. Such tenancy shall be subject to all the other conditions, provisions and obligations of this Agreement.

4. **Section 3.02A.1. and Section 3.02B.5.** of the Agreement are each hereby amended by adding the following at the end thereof:

All of Concessionaire's construction and Alterations with respect to the portion of the Premises added to the Premises in the Second Amendment shall be initiated within 90 days after all permits and approvals have been obtained and made and performed in a good workmanlike manner and shall be diligently performed to completion, as evidenced by a certificate of completion, within 270 days of the receipt of such permits and approvals, but in no event later than August 15, 2026, strictly in accordance with the approved plans and specifications therefore.

5. Section 4.05 of the Agreement is hereby deleted in its entirety and replaced with the following:

Section 4.05 Non-Discrimination

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 R2025-0748, as may be amended, Concessionaire 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, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

- 6. **Section 19.03 b.** of the Agreement shall be updated to the following:
 - b) If to the Concessionaire:

US Soccer 5, LLC 9100 South Dadeland Blvd. Suite 1507 Miami, FL 33156 Telephone: (305) 965-9855

with a copy to:

Indominus Rex LLC 6851 SW 51st Street Miami, FL 33155

with a copy to:

26 Anchor Drive, LLC. 4648 Ashley View Lane North Charleston, SC 29405

7. The following sentence is added at the end of Section 19.26A. of the Agreement:

Pursuant to Section 287.135(3)(b), Florida Statutes, if Concessionaire 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.

8. **Section 19.30** shall be added to the Agreement as follows:

Section 19.30 Nongovernmental Entity Human Trafficking

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

9. Section I.G.a. of **Exhibit "D" to the Agreement** is hereby amended to add the following after the second sentence thereof:

With respect to Concessionaire's construction and Alterations with respect to the portion of the Premises added to the Premises in the Second Amendment, within thirty (30) days of County approval of the Second Amendment, Concessionaire shall submit copies of all permits, an updated total development cost estimate, proof that funding is available for construction, a Schedule of Values (SOV) for construction, an updated CPM schedule indicating constructing start and completion dates, as well as major milestones.

10. **Section I.G.d.** of **Exhibit "D" to the Agreement** is hereby amended by adding the following at the end thereof:

All of Concessionaire's construction and Alterations with respect to the portion of the Premises added to the Premises in the Second Amendment shall be initiated within 90 days after all permits and approvals have been obtained and made and performed in a good workmanlike manner and shall be diligently performed to completion, as evidenced by a certificate of completion, within 270 days of the receipt of such permits and approvals, but in no event later than August 15, 2026, strictly in accordance with the approved plans and specifications therefore.

11. **Exhibit "A"** to the Agreement is hereby deleted and replaced with **Exhibit "A"** attached to this Second Amendment.

- 12. **Exhibit "B"** to the Agreement is hereby deleted and replaced with **Exhibit "B"** attached to this Second Amendment.
- 13. Exhibit "A" to the Development Rider (Site Area Map) (the Development Rider is attached as part of as Exhibit "D" to the Agreement).
- 14. **Exhibit "I"** (Disclosure of Beneficial Interests) to the Agreement is hereby replaced with **Exhibit "I"** (Disclosure of Beneficial Interests) attached hereto.
- 15. **Exhibit "J"** (Nongovernmental Entity Human Trafficking Affidavit) attached to this Second Amendment is hereby added to the Agreement.
- 16. This Second Amendment is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and shall become effective only when signed by all Parties and approved by the Palm Beach County Board of County Commissioners.
- 17. Except as set forth herein, the Agreement remains unrevised and in full force and effect, and the Parties hereby ratify, confirm, and adopt the Agreement as amended hereby.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment on the date set forth above.

By:

CONCESSIONAIRE:

US Soccer 5, LLC,

a Florida limited liability company

Scott Georgeson, Manager

2000 2001802019 11111111801

26 Anchor Drive LLC, a Florida limited liability company,

Manager

By: Khu Mana

[Signatures continue on next page]

SIGNATURE PAGE to SECOND AMENDMENT to CONCESSIONAIRE LEASE AGREEMENT between PALM BEACH COUNTY and US SOCCER 5, LLC

ATTEST:	COUNTY:
MICHAEL A. CARUSO CLERK OF THE CIRCUIT COURT & COMPTROLLER	PALM BEACH COUNTY, a political subdivision of the State of Florida
By: Deputy Clerk	By:
APPROVED AS TO LEGAL SUFFICIENCY By:	APPROVED AS TO TERMS AND CONDITIONS By: Department Director

G:\PREM\PM\Leases-Agreements\John Prince Park - Mini Soccer Complex [Parks] [Receivable]\2nd Amendment drafts\Drafts\Second Amendment to Concessionaire Lease Agreement John Prince Park Mini Soccer Complex (ZQ approved 10.8.25).docx





JOHN PRINCE MEMORIAL PARK 2700 6th Avenue South - 4759 Congress Avenue 2728 / 2520 Lake Worth Road Lake Worth, FL 33461

This map is provided "as is" without warranty or any representation of accuracy, limatiness or completeness. The County makes no warranties, expressed or impaire, as to the use of oils map. There are no implicit warranties of mechanicality or fitness for a particular purpose. The owner of this map acknowledges and accepts the implications of the map, including the fact but the data coverages are dynamic and in a constant state of maintenance, correction and update.

IMAGE DATE: 05/2025 MAP DATE: 17/21/2025 D.DUENAS



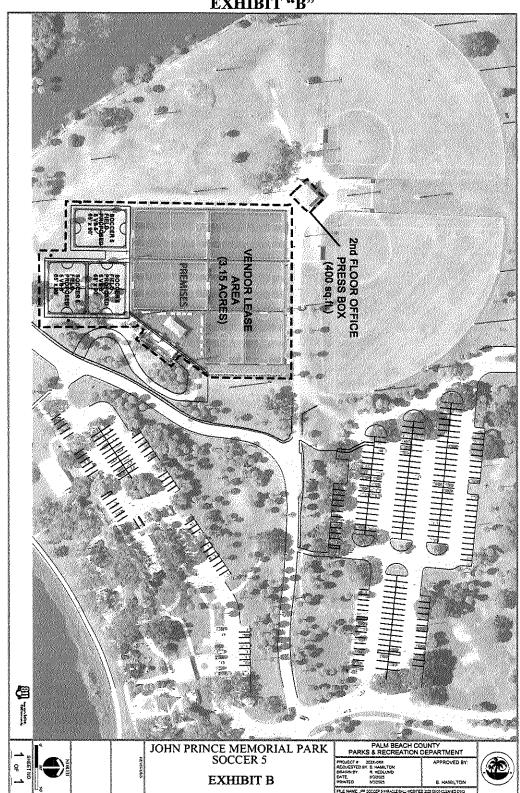


EXHIBIT "A" to Development Rider A THE TANK JOHN PRINCE MEMORIAL PARK SOCCER 5

CONCESSIONAIRE'S DISCLOSURE OF BENEFICIAL INTERESTS

CONCESSIONAIRE'S DISCLOSURE OF BENEFICIAL INTERESTS

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

S	TATE	OF FI	LORID/	¥
C	CUNT	Y OF	PALM	BEACH

BEFORE ME, the undersigned authority, this day po	ersonally appeared SCoTT CHESTA
hereinafter referred to as "Affiant", who being by me first follows:	duly sworn, under oath, deposes and states as
1. Affiant is the PRSVOT (name XYZ Limited Partnership), (the "Concessionaire") which exproperty legally described on or depicted in the attached Extended E	and is brouged and appropriate the same and an area and an area and area and area and area and area and area and area area.
2. Affiant's address is: 3/32 STULY SC 29466	Marrows roman CACO DOCUME
3. Attached hereto, and made a part hereof, as and addresses of every person or entity having a five per concessionaire and the percentage interest of each such pers	
4. Affiant further states that Affiant is familiar provided by the laws of the State of Florida for falsely swea	with the nature of an oath and with the penalties ring to statements under oath.
5. Under penalty of perjury, Affiant declares th best of Affiant's knowledge and belief it is true, correct, and County relating to its entering into a Concessionaire Service	complete and will be relied upon by Palm Beach
FURTHER AFFIANT SAYETH NAUGHT.	Name: 5COTT EGOCESON
Print Affiant	Name: 5COTT EGORGESON
The foregoing instrument was sworn to, subscribed physical presence or [] online notarization this 6 day of the corresponding to the c	of August 2025 by
DORA CAMPS Notary Public - State of Florida Commission HH 411588 My Comm. Expires Jun 15, 2027 Bonded through National Notary Assn.	(Print Notary Name) NOTARY PUBLIC, State of Florida My Commission Expires: 6/2027
	My Continuesion Publics. 4

EXHIBIT "A" to CONCESSIONAIRE'S DISCLOSURE OF BENEFICIAL INTEREST

PREMISES



SCHEDULE TO BENEFICIAL INTERESTS

Concessionaire is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. Concessionaire must identify individual interest holders. If, by way of example, Concessionaire is wholly or partially owned by another entity, such as a corporation, Concessionaire must identify such other entity, its address and percentage interest, as well as such information for the individual interest holders of such other entity.

NAME	ADDRESS	PERCENTAGE OF INTEREST
NONDER FRANCHISES LLC	4 KARA ANN DRIVE FRAMINGHAM MA 01701	70%
INDOMINUS REX LLC	3132 STURBRIDGE ROAD MOUNT PLEASANT 29466	15%
26 ANCHOR DRIVE LLC	4648 ASHLEY VIEW LANE CHARLESTON 29405	15%
The same and the s		

CONCESSIONAIRE'S DISCLOSURE OF BENEFICIAL INTERESTS

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA	
COUNTY OF PALM BEACH	ĺ

BEFORE ME, the undersigned authority, the Adam Lewin hereinafter ref	his day personally appeared ferred to as "Affiant", who being by me			
irst duly sworn, under oath, deposes and states as				
1. Affiant is the CEO Trustee) of Wonder Franchises LLC ABC Corporation. XYZ Limited Partnership), providing concession services on the real property attached Exhibit "A" (the "Licensed Area").	(position - i.e. president, partner, (name and type of entity - i.e. (the "Concessionaire") which entity is y legally described on or depicted in the			
2. Affiant's address is: 4 Kara Ann Dr	ive, Framingham MA 01701			
3. Attached hereto, and made a part he of the names and addresses of every person or ent beneficial interest in the concessionaire and the pentity.				
4. Affiant further states that Affiant is with the penalties provided by the laws of the statements under oath.	s familiar with the nature of an oath and State of Florida for falsely swearing to			
5. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete, and will be relied upon by Palm Beach County relating to its entering into a Concessionaire Service Agreement for the Licensed Area.				
FURTHER AFFIANT SAYETH NAUGHT.				
of				
Print Affiant Name: Adam Lewin	t			
Florida	s an online notarization.			
Miami-dade I nis notarial act wa The foregoing instrument was sworn to, subscribe				
means of [] physical presence or [x] online no of AUGUST , 20 25, by ADA	otarization this 22ND day M JAMES LEWIN			
[] who is personally known to me or [x] who	has produced <u>DRIVERS LICENSE</u>			
as identification and who (X) did () did not tak	e an oath. Outing Henderson			
CAROLINA HENDERSON Notary Public - State of Florida	Notary Public			
Commission # HH 323216 My Comm. Expires Feb 17, 2027	_Carolina Henderson (Print Notary Name)			
Signer personally appeared by online notarization and produced identification via OnlineNotary.us	NOTARY PUBLIC			
	State of Florida at Large			

My Commission Expires: February 17, G:\PREM\PM\Leases-Agreements\Okeeheelee Park Concession - Golf Course F&B - GC Ventures [Parks] [Receivable]\Amendment No. 2 Option 2 Opti

EXHIBIT "A" to CONCESSIONAIRE'S DISCLOSURE OF BENEFICIAL INTEREST

PREMISES



SCHEDULE TO BENEFICIAL INTERESTS

Concessionaire is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. Concessionaire must identify individual interest holders. If, by way of example, Concessionaire is wholly or partially owned by another entity, such as a corporation, Concessionaire must identify such other entity, its address and percentage interest, as well as such information for the individual interest holders of such other entity.

NAME	ADDRESS	PERCENTAGE	
		OF INTEREST	
Global Endowment Management	224 W Tremont Ave, Charlotte, NC 28203	40%	
Grafton Street Partner	11838 Lost Tree Way, North Palm Beach, FL 33408	28%	
Talisman Capital Partners	330 W Spring Street, Suite 400, Columbus, OH 43215	13%	
		which this house has been been a second	

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CONCESSIONAIRE'S DISCLOSURE OF BENEFICIAL INTERESTS

PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY

TO:

DESIGNATED REPRESENTATIVE STATE OF FLORIDA COUNTY OF PALM BEACH BEFORE ME, the undersigned authority, this day personally appeared 5 hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows: Affiant is the Own? (position - i.e. president, partner, trustee) of INDMINUS BEX ILC (name and type of entity - i.e. ABC Corporation, XYZ Limited Partnership), (the "Concessionaire") which entity is providing concession services on the real property legally described on or depicted in the attached Exhibit "A" (the "Licensed Area"). Affiant's address is: 3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the concessionaire and the percentage interest of each such person or entity. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete and will be relied upon by Palm Beach County relating to its entering into a Concessionaire Service Agreement for the Licensed Area. FURTHER AFFIANT SAYETH NAUGHT. GEORGESON Print Affiant Name: The foregoing instrument was sworn to, subscribed and acknowledged before me by means of [] physical presence or [] online notarization this audit day of much , 20 ኒሣ, by who is personally known to me or [] cott Georgesin who has produced as identification and who did take an oath. Notary Public OLIMPIA PERRUC Notary Public - State of Florida Commission = HH 319106 NOTARY PUBLIC, State of Florida My Comm. Expires Oct 5, 2026 onded through National Notary Assn My Commission Expires:_

EXHIBIT "A" to CONCESSIONAIRE'S DISCLOSURE OF BENEFICIAL INTEREST

PREMISES



SCHEDULE TO BENEFICIAL INTERESTS

Concessionaire is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. Concessionaire must identify individual interest holders. If, by way of example, Concessionaire is wholly or partially owned by another entity, such as a corporation, Concessionaire must identify such other entity, its address and percentage interest, as well as such information for the individual interest holders of such other entity.

NAME	ADDRESS	PERCENTAGE
		OF INTEREST
SCOTT GRACE	EDN 6851 SW STST SWEE	100%
	MAM PL 33155	
	, , , , , , , , , , , , , , , , , , , ,	
 		

CONCESSIONAIRE'S DISCLOSURE OF BENEFICIAL INTERESTS

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared				
first duly sworn, under oath, deposes and states as fo	llows:			
Affiant is the MANAGER Trustee) of 26 ANCHOR DRIVE LLC ABC Corporation. XYZ Limited Partnership), (the providing concession services on the real property leattached Exhibit "A" (the "Licensed Area").	(name and type of entity - i.e. e "Concessionaire") which entity is			
2. Affiant's address is: 4648 ASHLEY	VIEW LANE NORTH CHARLESTON SC 29405			
 Attached hereto, and made a part hereo of the names and addresses of every person or entity beneficial interest in the concessionaire and the percentity. 	having a five percent (5%) or greater			
4. Affiant further states that Affiant is fa with the penalties provided by the laws of the Statements under oath.				
5. Under penalty of perjury, Affiant dec Affidavit and to the best of Affiant's knowledge and and will be relied upon by Palm Beach County relating Fervice Agreement for the Licensed Area.	belief it is true, correct, and complete,			
FURTHER AFFIANT SAYETH NAUGHT.				
A on Carretin Account				
Print Affiant Name: ALAN GEORGESON , Affiant				
State of Florida County of Orange The foregoing instrument was sworn to, subscribed means of [] physical presence or [X] online notate of August, 20_25, by Alan ([] who is personally known to me or [X] who has as identification and who () did (X) did not take a	Georgeson Sproduced Driver license on Metallo			
Notary Public State of Florida Nancy M Metallo My Commission HH 499102 Expires 5/21/2028	Notary Public Nancy M Metallo (Print Notary Name)			
Signer personally appeared by online notarization and produced identification via OnlineNotary.us	NOTARY PUBLIC State of Florida at Large			

EXHIBIT "A" to CONCESSIONAIRE'S DISCLOSURE OF BENEFICIAL INTEREST

PREMISES



SCHEDULE TO BENEFICIAL INTERESTS

Concessionaire is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. Concessionaire must identify individual interest holders. If, by way of example, Concessionaire is wholly or partially owned by another entity, such as a corporation, Concessionaire must identify such other entity, its address and percentage interest, as well as such information for the individual interest holders of such other entity.

NAME	ADDRESS	PERCENTAGE OF INTEREST
ALAN GEORGESON	4648 ASHLEY VIEW LANE NORTH CHARLESTON SC 29405	80%
JACK GEORGESON	1023 BARFIELD STREET DANIEL ISLAND SC 29492	20%
		
Manual		

		480-4
4	Washington and the second seco	,,

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

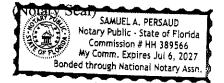
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, Scatt Coresionaire), am an officer or representative of Scatt General (Concessionaire) and attest that Concessionaire 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.

Print Name: Scott Earness
Print Title: Presses

STATE OF FLORIDA COUNTY OF PALM BEACH



Notary Public, State of Florida

Notary Name (print or stamp):

My Commission Expires:

Disclosure of Beneficial Interest (4) (3 pages each)

CONCESSIONAIRE'S DISCLOSURE OF BENEFICIAL INTERESTS

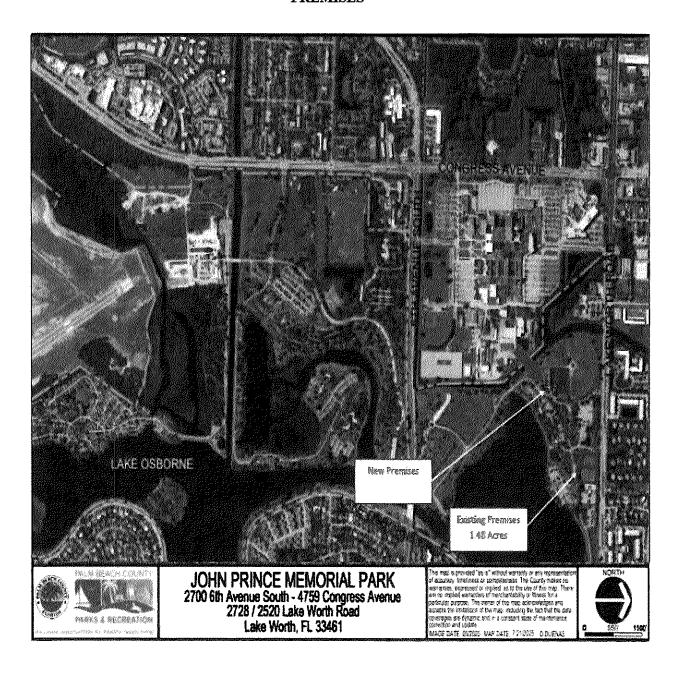
TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day pe hereinafter referred to as "Affiant", who being by me first follows:	rsonally appeared <u>SCOT</u> (JEWCESAN) duly sworn, under oath, deposes and states as
1. Affiant is the PESOST US SOCIAL 5 LLL (name XYZ Limited Partnership), (the "Concessionaire") which enterproperty legally described on or depicted in the attached Exh	ity is providing concession services on the real ibit "A" (the "Licensed Area").
2. Affiant's address is: 3132 STULB SC 29466	MADERIAN COMON DISCOUNT
3. Attached hereto, and made a part hereof, as and addresses of every person or entity having a five perconcessionaire and the percentage interest of each such person	
4. Affiant further states that Affiant is familiar v provided by the laws of the State of Florida for falsely swear	vith the nature of an oath and with the penalties ing to statements under oath.
5. Under penalty of perjury, Affiant declares that best of Affiant's knowledge and belief it is true, correct, and county relating to its entering into a Concessionaire Service.	
FURTHER AFFIANT SAYETH NAUGHT. Print Affiant 3	Vame: 500TT EBORGESON
2 1	
The foregoing instrument was sworn to, subscribed a physical presence or [] online notarization this b day o SCO + GEDY GESO as identification that produced SCO DL 107531910 as identification that is the subscribed as identification to the subscribed and the subscribed as identification to the subscribed as identifi	nd acknowledged before me by means of [4] f
OORA CAMPS Notary Public - State of Florida Commission # HH 411588 My Comm. Expires Jun 15, 2027 Bonded through National Notary Assn.	Notary Public Q & M P S (Print Notary Name) NOTARY PUBLIC, State of Florida My Commission Expires: 6/2027

EXHIBIT "A" to CONCESSIONAIRE'S DISCLOSURE OF BENEFICIAL INTEREST

PREMISES



SCHEDULE TO BENEFICIAL INTERESTS

Concessionaire is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. Concessionaire must identify individual interest holders. If, by way of example, Concessionaire is wholly or partially owned by another entity, such as a corporation, Concessionaire must identify such other entity, its address and percentage interest, as well as such information for the individual interest holders of such other entity.

NAME	ADDRESS	PERCENTAGE	
		OF INTEREST	
ONDER FRANCHISES LLC	4 KARA ANN DRIVE FRAMINGHAM MA 01701	70%	
INDOMINUS REX LLC	3132 STURBRIDGE ROAD MOUNT PLEASANT 29466	15%	
26 ANCHOR DRIVE LLC	4648 ASHLEY VIEW LANE CHARLESTON 29405	15%	

	- Carrier		
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CONCESSIONAIRE'S DISCLOSURE OF BENEFICIAL INTERESTS

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA	
COUNTY OF PALM BEACH	

Adam Le	win	hereinafter n	this day personally appearedeferred to as "Affiant", who being by me
irst duly sw	orn, under oath,	deposes and states a	as follows:
1. rustee) of _ ABC Corpo	Affiant is the Wonder Franch	nises LLC	(position - i.e. president, partner, (name and type of entity - i.e. (the "Concessionaire") which entity is
providing co	oncession service	es on the real proper icensed Area").	ty legally described on or depicted in the
2.	Affiant's addre	ess is:4 Kara Ann E	Drive, Framingham MA 01701
	s and addresses	of every person or er	ereof, as Exhibit "B" is a complete listing atity having a five percent (5%) or greater percentage interest of each such person or
4. with the perstatements u	nalties provided		is familiar with the nature of an oath and State of Florida for falsely swearing to
	inder oain.		
5. Affidavit an and will be 1	Under penalty	Affiant's knowledge alm Beach County re	declares that Affiant has examined this and belief it is true, correct, and complete, elating to its entering into a Concessionaire
5. Affidavit an and will be 1 Service Agr	Under penalty d to the best of A relied upon by Pa eement for the I	Affiant's knowledge alm Beach County re	and belief it is true, correct, and complete,
5. Affidavit an and will be 1 Service Agr	Under penalty d to the best of A relied upon by Pa eement for the I	Affiant's knowledge alm Beach County re icensed Area.	and belief it is true, correct, and complete, elating to its entering into a Concessionaire
5. Affidavit an and will be a Service Agr FURTHER	Under penalty d to the best of A relied upon by Pa eement for the I	Affiant's knowledge alm Beach County re icensed Area. ETH NAUGHT. , Affia	and belief it is true, correct, and complete, elating to its entering into a Concessionaire
5. Affidavit an and will be a Service Agr FURTHER OS Print Affian	Under penalty d to the best of A relied upon by Pa eement for the I AFFIANT SAY	Affiant's knowledge alm Beach County re icensed Area. ETH NAUGHT. Affiam Lewin	and belief it is true, correct, and complete, elating to its entering into a Concessionaire nt
5. Affidavit an and will be a Service Agr FURTHER OS Print Affian Florida Miami-dae	Under penalty d to the best of A relied upon by Pa eement for the I AFFIANT SAY t Name: Ada Ada Th	Affiant's knowledge alm Beach County re Licensed Area. TETH NAUGHT. Affia am Lewin Is notarial act was	and belief it is true, correct, and complete, elating to its entering into a Concessionaire nt
5. Affidavit an and will be a Service Agr FURTHER Print Affian Florida Miami-dae The foregoi	Under penalty d to the best of A relied upon by Pa eement for the I AFFIANT SAY t Name: Ada Th ng instrument w I physical presi	Affiant's knowledge alm Beach County re Licensed Area. TETH NAUGHT. Affiam Lewin is notarial act wars sworn to, subscrill ence or [x 1] online in	and belief it is true, correct, and complete, elating to its entering into a Concessionaire of the state of t
5. Affidavit an and will be a Service Agr FURTHER Print Affian Florida Miami-dae The foregoi means of [of AUG	Under penalty d to the best of A relied upon by Pa eement for the I AFFIANT SAY t Name: Add de Th ng instrument w] physical pressiust	Affiant's knowledge alm Beach County relicensed Area. TETH NAUGHT. Affiam Lewin is notarial act was sworn to, subscrillence or [x] online in 20 25, by ADA	and belief it is true, correct, and complete, elating to its entering into a Concessionaire of the second interior
5. Affidavit an and will be a Service Agr FURTHER Print Affian Florida Miami-dae The foregoi means of [of AUG	Under penalty d to the best of A relied upon by Pa eement for the I AFFIANT SAY t Name: Add de Th ng instrument w] physical pressiust	Affiant's knowledge alm Beach County relicensed Area. TETH NAUGHT. Affiam Lewin is notarial act was sworn to, subscrillence or [x] online in 20 25, by ADA	and belief it is true, correct, and complete, elating to its entering into a Concessionaire of the second interior
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5. Affidavit an and will be a Service Agr FURTHER Print Affian Florida Miami-dae The foregoi means of [of AUG	Under penalty d to the best of A relied upon by Pa relied upon by Pa rement for the I AFFIANT SAY It Name: Add Th ng instrument w J physical press UST personally know ation and who ()	Affiant's knowledge alm Beach County relicensed Area. TETH NAUGHT. Affiam Lewin is notarial act was sworn to, subscrillence or [x] online in 20 25, by ADA	and belief it is true, correct, and complete, elating to its entering into a Concessionaire of the second interior

My Commission Expires: February 17, G:\PREMPMLeases-Agreements\Okeebeelee Park Concession - Golf Course F&B - GC Ventures [Parks] [Receivable]\Amendment No. 2 Option 2200217paine

EXHIBIT "A" to CONCESSIONAIRE'S DISCLOSURE OF BENEFICIAL INTEREST

PREMISES



SCHEDULE TO BENEFICIAL INTERESTS

Concessionaire is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. Concessionaire must identify individual interest holders. If, by way of example, Concessionaire is wholly or partially owned by another entity, such as a corporation, Concessionaire must identify such other entity, its address and percentage interest, as well as such information for the individual interest holders of such other entity.

NAME	ADDRESS	PERCENTAGE
		OF INTEREST
Global Endowment Management	224 W Tremont Ave, Charlotte, NC 28203	40%
Grafton Street Partner	11838 Lost Tree Way, North Falm Beach, FL 33408	28%
Talisman Capital Partners	330 W Spring Street, Suite 400, Columbus, OH 43215	13%
		Additional to the territory of the desired
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CONCESSIONAIRE'S DISCLOSURE OF BENEFICIAL INTERESTS

PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY

DESIGNATED REPRESENTATIVE

1

TO:

STATE OF FLORIDA COUNTY OF PALM BEACH BEFORE ME, the undersigned authority, this day personally appeared 5 hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows: _____(position - i.e. president, partner, trustee) of _____(name and type of entity - i.e. ABC Corporation, Affiant is the OWNER INDMINUS REX LIC XYZ Limited Partnership), (the "Concessionaire") which entity is providing concession services on the real property legally described on or depicted in the attached Exhibit "A" (the "Licensed Area"). <u>6557</u> Affiant's address is: Attached hereto, and made a part hereof, as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the concessionaire and the percentage interest of each such person or entity. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete and will be relied upon by Palm Beach County relating to its entering into a Concessionaire Service Agreement for the Licensed Area. FURTHER AFFIANT SAYETH NAUGHT. -cerce su Print Affiant Name: The foregoing instrument was sworn to, subscribed and acknowledged before me by means of [] who has produced as identification and who did take an oath. (Print Notary Name) OLIMPIA PERRUC Notary Public - State of nmission = HH 319104 NOTARY PUBLIC, State of Florida Comm. Expires Oct 5, 2026 ied through National Notary Assn

My Commission Expires:____

EXHIBIT "A" to CONCESSIONAIRE'S DISCLOSURE OF BENEFICIAL INTEREST

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NAME	ADDRESS	PERCENTAGE OF INTEREST
<u>Joo</u> 2	CRUCESON 6801 SW STST SHEET	(00°/°
	MAM FL 33155	
<u> </u>		
<u> </u>		

CONCESSIONAIRE'S DISCLOSURE OF BENEFICIAL INTERESTS

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA COUNTY OF PALM BEACH

BEFO	ORE ME, the under	rsigned authority, the hereinafter refe	is day personally appeared erred to as "Affiant", who being by me
first duly sw	orn, under oath, de	poses and states as	follows:
1.	Affiant is the	MANAGER	(position - i.e. president, partner, (name and type of entity - i.e.
ABC Coroc	ration, XYZ Limi	ited Partnership). (1	the "Concessionaire") which entity is
providing co	ncession services	on the real property	legally described on or depicted in the
attached Exi	nibit "A" (the "Lice	ensed Area").	
2.	Affiant's address	is: 4648 ASHLE	Y VIEW LANE NORTH CHARLESTON SC 29405
	s and addresses of	every person or entit	eof, as Exhibit "B" is a complete listing ty having a five percent (5%) or greater reentage interest of each such person or
4. with the pe statements 1	nalties provided by		familiar with the nature of an oath and tate of Florida for falsely swearing to
and will be a	d to the best of Aff	iant's knowledge an Beach County relat	leclares that Affiant has examined this d belief it is true, correct, and complete, ting to its entering into a Concessionaire
	AFFIANT SAYET		
۵.	CONFLER	, Affiant	
Deint Affian	t Name:	, Amant	
	orida County of	-	
			d and acknowledged before me by
means of [] physical present	ce or [X] online not	tarization this 28th day
of Augu	.st, 2	0 <u>25</u> , by Alan	Georgeson
[] who is	personally known	to me or [X] who h	as produced Driver license
as identifica	mon and who ()	ana (X) ana not take	an oath. Nancy M Metallo
7	<u> </u>		Notary Public
•		ic State of Florida	•
7.	My Comm	y M Metalio ilssion HH 499182	Nancy M Metallo
4"	Expire:	s 5/21/2028	(Print Notary Name)
Sidn	r personally anneared b	y online notarization and	NOTARY PUBLIC
	produced identification		State of Florida at Large

My Commission Expires: 05/21/2028
GAPREMPMILeases-Agreements/Okcobecioe Perk Concession - Golf Course F&B - GC Ventures (Perks) [Receivable] Amendment No. 2 Option 2/Concessionaire
Disclosure of Beneficial Interests.docx

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NAME	ADDRESS	PERCENTAGE OF INTEREST
ALAN GEORGESON	4848 ASHLEY VIEW LANE NORTH CHARLESTON SC 29405	80%
JACK GEORGESON	1023 BARFIELD STREET DANIEL ISLAND SC 29492	20%
		VI.