

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	<u>(\$2,129)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>(\$2,129)</u>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>
# 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 4100 Department 120 Unit 8452 Resource 4416
 Reporting Category _____

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

PopStroke will pay a license fee of \$1,200.00 per month. The initial term of the License is August 8, 2024 through September 30, 2024, with automatic renewals on a monthly basis, unless canceled. Renewal beyond September 30, 2024 is not guaranteed. No renewal term shall extend beyond March 31, 2025. The fiscal impact above illustrates payment of license fee for August and September 2024, with the month of August being prorated based on 24 days as provided in the Agreement.

C. Departmental Fiscal Review: Deborah Duncan

III. REVIEW COMMENTS

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

ASD/ELC 9/23/24
 K/L 9/23 OFMB JA 9/20

Branda 9/25/24
 Contract Dev and Control

B. Legal Sufficiency:

Anne Defant 10-2-24
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") made and entered into this 8 day of August, 2024, ("Effective Date") by and between Palm Beach County, a political subdivision of the State of Florida, ("County") and Popstroke West Palm Beach, LLC, a Florida limited liability company, having its office and principal place of business at 1001 North U.S. Highway 1, Suite 500, Jupiter, FL 33477 ("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 is the Tenant under that certain Development Site Lease Agreement dated August 22, 2023 (R2023-1154), ("Lease"), providing for the construction of certain entertainment and dining facilities on that certain real property as more particularly described on the attached Exhibit "B" ("Popstroke Leasehold"); and

WHEREAS, County is the owner of that certain real property as more particularly depicted on the attached Exhibit "A", adjacent to the Popstroke Leasehold; and

WHEREAS, County is willing to grant Licensee a revocable license to use the Licensed Property for the purposes hereinafter defined.

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 Property (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 Property.** The Licensed Property, which is the subject of this Agreement, measures approximately 80 feet by 100 feet, and contains approximately 8,000 square feet, as more particularly identified in Exhibit "A", attached hereto and incorporated herein ("Licensed Property").

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

The term of this Agreement shall commence on the Effective Date written above ("Commencement Date") and expire on September 30, 2024, unless terminated earlier as provided for herein. This Agreement shall be automatically renewed for one (1) month intervals thereafter ("Renewal Term"), unless terminated earlier as provided for herein; provided, however, no Renewal Term shall extend beyond March 31, 2025; and further provided, either party may elect to not renew this Agreement upon providing no less than five (5) days advance written notice to the other party prior to the expiration of the then current term. The Initial Term and Renewal Term shall be collectively referred to as the "Term".

**ARTICLE 3
LICENSE FEE**

3.01 License Fee. Consideration for this Agreement shall be payment of a license fee by Licensee to County in the amount of One Thousand Two Hundred Dollars (\$1,200.00) per month.

3.02 Commencement and Time of Payment of License Fee. The license fee shall be due upon the Commencement Date and shall be payable in equal monthly installments, in advance, on or before the first (1st) day of each and every month throughout the Term of this Agreement without demand. Any license fee for a partial month shall be prorated based on the actual number of days in such calendar month. All payments must be delivered (together with applicable sales taxes), without demand and without any deduction, holdback or set off whatsoever, to: Palm Beach County Department of Airports, 846 Palm Beach International Airport, Finance Division, West Palm Beach, Florida 33406, or at such other address as may be directed by the Department from time to time. Payments shall be made payable to "Palm Beach County."

**ARTICLE 4
CONDUCT OF BUSINESS AND USE OF LICENSED PROPERTY BY LICENSEE**

4.01 Use of the Licensed Property. Licensee shall use the Licensed Property solely and exclusively for construction staging and the temporary storage of materials and equipment in connection with Licensee's construction of entertainment and dining facilities on the Popstroke Leasehold. Licensee shall not use, permit or suffer the use of the Licensed Property for any other business or purpose whatsoever.

4.02 Improvements. Licensee shall make no improvements, alterations or additions to the Licensed Property 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 Property. Licensee accepts the Licensed Property 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 Property including, but not limited to, any warranties or representations relating to the physical condition of the Licensed Property or any improvements located therein, or the suitability of the Licensed Property 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 Property or any nuisance or other act or thing which may result in damage or depreciation of value of the Licensed Property.

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 Property, 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 Property for the purposes set forth in this Agreement. Licensee shall ensure that its invitees, guests and any all other persons entering the Licensed Property with or without Licensee's consent or knowledge comply with all applicable laws on the Licensed Property. 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 the Lease, incorporated herein by reference.

4.07 Surrender of the Licensed Property. Upon expiration or earlier termination of Licensee's license to use the Licensed Property, Licensee, at its sole cost and expense, shall surrender the Licensed Property to the County, and restore the condition of the Licensed Property to at least the same condition as the Licensed Property 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 Property 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 Property; 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 Property 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 PROPERTY/SECURITY

5.01 Repairs & Maintenance. County shall not be obligated or required to make or conduct any maintenance or repairs whatsoever to the Licensed Property. All portions of the Licensed Property and all improvements erected on the Licensed Property shall be kept in good repair and condition by Licensee. Licensee shall maintain the Licensed Property free of trash and debris. Upon expiration or earlier termination of this Agreement, Licensee shall deliver the Licensed Property 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 Property, County may complete the necessary repairs or maintenance of the Licensed Property 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 Property and any and all personal property and improvements now existing or hereafter placed on or installed in or upon the Licensed Property, and for the prevention of unauthorized access to the Licensed Property. 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 Property, shall be the sole responsibility of Licensee and shall involve no additional cost to County.

ARTICLE 6
INSURANCE

6.01 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 Property; (ii) the occupancy or use by Licensee of the Licensed Property 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 Property.

**ARTICLE 9
REVOCAION 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 Property, which license is expressly revocable by County for any reason whatsoever upon notice to Licensee. Upon notice from County of the revocation of the license granted hereby, this Agreement shall terminate and County shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination.

9.02 Termination for Convenience by Licensee. Licensee may terminate this Agreement for convenience upon five (5) days prior written notice to County, whereupon the parties shall be relieved of all further obligations hereunder with the exception of those obligations accruing prior to the date of such termination and those obligations which expressly survive termination of this Agreement.

9.03 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 Property 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 Property. 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:
Greg Bartoli
Popstroke West Palm Beach, LLC
1001 North U.S. Highway 1, Suite 500
Jupiter, FL 33477 ("Tenant").

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.

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

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:

[Signature]

Signature

Megan Davis
Typed or Printed Name

a. andujar

Signature

Allison Andujar
Typed or Printed Name

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

By: [Signature]
Director of Airports *rw*

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: [Signature]
County Attorney

LICENSEE:
POPSTROKE WEST PALM BEACH, LLC

By: [Signature]
Gregory Bartoli, CEO

WITNESSES:

[Signature]

Signature

Joni Taylor
Typed or Printed Name

[Signature]

Signature

Ta Taluana
Typed or Printed Name

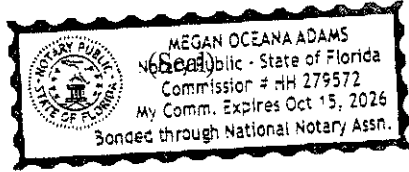


EXHIBIT "A"
THE LICENSED PROPERTY

**A PARCEL OF LAND CONTAINING APPROXIMATELY 8,000 SQUARE FEET
(APPROXIMATELY 80' x 100')
LYING ADJACENT TO
THE POPSTROKE LEASEHOLD**



EXHIBIT "B"
THE POPSTROKE LEASEHOLD

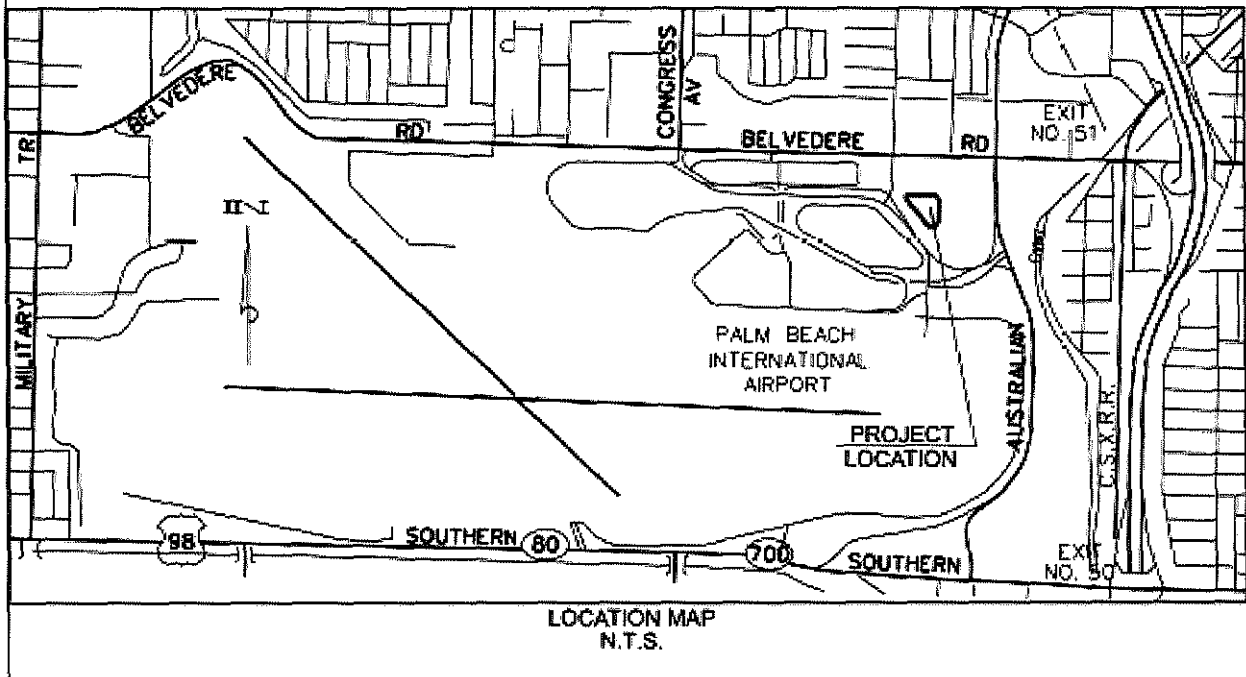
PBIA LEASE PARCEL
N-11-R

A PARCEL OF LAND LOCATED WITHIN PALM BEACH INTERNATIONAL AIRPORT PROPERTY AS RECORDED IN OFFICIAL RECORD BOOK 619, PAGE 334 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SITUATED IN SECTION 32, TOWNSHIP 43 SOUTH, RANGE 43 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 32; THENCE SOUTH 88°26'29" EAST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32, A DISTANCE OF 172.78 FEET; THENCE SOUTH 01°33'31" WEST AT RIGHT ANGLES TO SAID SECTION LINE, A DISTANCE OF 563.73 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°26'30" EAST A DISTANCE OF 248.89 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 58.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 69°21'44" AN ARC DISTANCE OF 70.82' TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTH EAST AND HAVING A RADIUS OF 63.50 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°19'10" AN ARC DISTANCE OF 32.49 FEET TO A POINT ON A NONTANGENT LINE; THENCE SOUTH 00°00'00" WEST A DISTANCE OF 327.93 FEET; THENCE SOUTH 55°39'05" WEST A DISTANCE OF 145.37 FEET; THENCE NORTH 40°18'49" WEST A DISTANCE OF 534.89 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 45.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°27'00" AN ARC DISTANCE OF 34.50 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 50.50 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 86°28'05" AN ARC DISTANCE OF 76.21 FEET; THENCE SOUTH 00°23'44" EAST ALONG A RADIAL LINE TO THE PREVIOUS CURVE A DISTANCE OF 6.50 FEET; THENCE NORTH 89°02'34" EAST A DISTANCE OF 108.38 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 146.937 SQUARE FEET OR 3.3732 ACRES MORE OR LESS.

SECTION 32, TOWNSHIP 43 SOUTH, RANGE 43 EAST




80-150102 20150113-18 SHEET 1 OF 3	PROJECT: PALM BEACH INTERNATIONAL AIRPORT LEASE PARCEL N-11-R	SCALE: 1" = 40' DATE: 11/13/15 DRAWN BY: JLD CHECKED BY: JLD DATE: 11/13/15	REVISION BY DATE	 PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS ROADWAY PRODUCTION 2100 NORTH JOG ROAD WEST PALM BEACH, FLORIDA 33411
	DESIGN FILE NAME S-1-23-4260.DGN	DRAWING NO. S-1-23-4260	FIELD BOOK NO.	

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 PopStroke West Palm Beach LLC
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]
(signature of officer or representative)

Gregory Bartoli
(printed name of officer or representative)

State of Florida

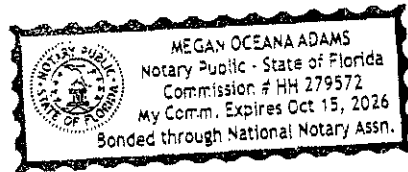
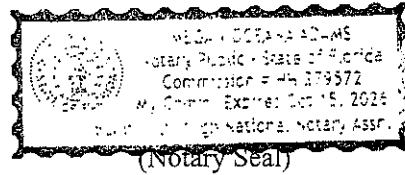
County of Palm Beach

Sworn to and subscribed before me by means of physical presence or online notarization this, 25th
day of July, 2024, by Gregory Bartoli.

Personally known OR produced identification .

Type of identification produced _____

Megan Adams
NOTARY PUBLIC
My Commission Expires: 10/15/2026
State of Florida at large



AFFIDAVIT OF LIMITED LIABILITY COMPANY

STATE OF FLORIDA

COUNTY OF PALM BEACH

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 Manager of Popstroke West Palm Beach, LLC, a limited liability company organized and existing under the laws of the State of Florida ("Company").

2. Articles of Organization of the Company have been filed, and are on-file with the Florida Department of State and such articles are incorporated herein by reference.

3. The Company is in good standing and is authorized to transact business in the State of Florida as of the date hereof.

4. The company is a manager managed limited liability company.

5. The undersigned is the sole managing member of the Company or has been authorized by majority vote of the managing members to act on behalf of the Company and legally bind the Company and execute contracts and other instruments relating to the transaction of business of the Company.

6. The undersigned has the right and authority to enter into that certain Development Site Lease 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.



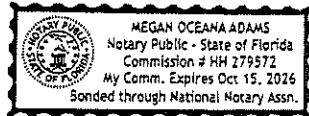
Gregory Bartoli
Individually and as Manager

Sworn to (or affirmed) and subscribed before me by means of physical presence -
OR- online notarization, this 12 day of June,
2023, by Gregory Bartoli, Manager of Popstroke Holdings West Palm Beach, LLC, on
behalf of the Company, who *select one*:
 is personally known to me -OR- produced _____,
as identification and who did take an oath.



Notary Signature

Megan Adams
Print Notary Name



NOTARY PUBLIC
State of Florida, at large

My Commission Expires:

10/15/2026



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
DX00002525	PopStroke West Palm Beach, LLC	Modified	Compliant with Minor/Expiring Deficiencies					PBI-PT-23-01	Development Site Lease
		A+g , XV	Everest Indemnity Insurance Company	si8ml02787231	12/13/2023	12/13/2024	Auto Liability		
		A+g , XV	Everest National Insurance Company	SI8EX02220231	12/13/2023	12/13/2024	Excess Liability		
		A+g , XV	Everest Indemnity Insurance Company	si8ML02787231	12/13/2023	12/13/2024	General Liability		
		Ap , X	Zenith Insurance Company	M1344302	3/4/2024	3/4/2025	Workers Comp		

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