Memorandum

MIAMI-DADE COUNTY

Date:	November 1, 2005
To:	Honorable Joe A. Martinez, Chairman and Members, Board of County Commissioners
From:	George M. Burgess County Manager
Subject:	Award Recommendation-Duty and Tax Free Concession Agreement, RFP No. MDAD-03-04

Agenda Item No. 8(A)(1)(C)

RECOMMENDATION

It is recommended that the Board approve the award of a Non-Exclusive Lease and Concession Agreement ("Agreement") to Duty Free Americas Miami, LLC for the subject project and authorize me to execute the Agreement and to exercise any renewal, termination or cancellation provisions therein. Further, it is recommended that the Board waive the requirements of Resolution No. R-377-04 pertaining to the effective date of the Agreement.

BACKGROUND

The Duty and Tax Free Concession RFP No. MDAD-03-04 was advertised and issued on December 20, 2004, for qualified firms to propose for the purpose of financing, designing and constructing, subleasing, managing, operating and maintaining quality duty and tax free locations at Miami International Airport. Responses to the advertisement were received from four (4) proposers: Miami Duty Free, LLC, Duty Free Americas Miami, LLC, Dufry Miami Retail Partnership, and Worldwide Duty Free Retailer LLC.

The Selection Committee reviewed all four (4) proposals on June 6, 2005, at a session for a prescreening and public hearing meeting. During the prescreening meeting, the Selection Committee found the four (4) proposers responsible; the County Attorney's office ruled previously that the proposers were responsive. During the public hearing meeting, the Selection Committee heard presentations from the four (4) proposers and, in accordance with the RFP, reviewed the technical proposal in conjunction with the oral presentation to achieve a technical score for each proposer. The price constituted the second phase of the selection process and, based on the technical and price points, the Selection Committee recommended Duty Free Americas Miami, LLC for award. This recommendation was then forwarded to me. I approved the recommendation and authorized the Aviation Department to offer the Agreement to Duty Free Americas Miami, LLC for its execution.

PROJECT:	Duty and Tax Free Concession
PROJECT NO.	RFP No. MDAD-03-04
PROJECT LOCATION:	Miami International Airport
COMPANY NAME:	Duty Free Americas Miami LLC

TERM OF AGREEMENT:	Nine (9) years
OPTION(S) TO RENEW:	Two, one-year terms by mutual agreement of the parties
PAYMENTS TO THE COUNTY:	$20,018,770 (Minimum Annual Guarantee) The Concessionaire shall pay the Department the percentage fee of monthly gross revenues or the minimum monthly guarantee and monthly rent for locations as specified in Exhibit A, whichever is greater.
CONTRACT MEASURES:	30% DBE participation
CONTRACT MEASURES ACHIEVED:	30% DBE participation
DBE SUB-TENANT(S):	Concourse Concessions, Inc. Siboney Wine & Spirits Merchants
COMPANY PRINCIPALS: GENDER, ETHNICITY & OWNERSHIP BREAKDOWN:	Limited Liability Company Duty Free Americas Airports, Inc., 70% Concourse Concessions, Inc., 20% Siboney Wine & Spirits Merchants, 10%
COMPANY LOCATION:	6100 Hollywood Blvd. Hollywood, FL 33024
HOW LONG IN BUSINESS:	April 18, 2005 (Formed Limited Liability Company for purposes of this Agreement)
PREVIOUS AGREEMENTS WITH THE COUNTY WITHIN THE PAST FIVE (5) YEARS:	None
ADVERTISEMENT DATE:	December 20, 2004
LIVING WAGE:	Not Applicable
STAFF PROJECT MANAGER:	Manager, Commercial Operations, Patricia Ryan
USING DEPARTMENT:	Miami-Dade Aviation Department

Deputy County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: November 1, 2005

FROM: Murray A. Greenberg
County Attorney

SUBJECT: Agenda Item No. 8(A)(1)(C)

Please note any items checked.

_____	**"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**
_____	**6 weeks required between first reading and public hearing**
_____	**4 weeks notification to municipal officials required prior to public hearing**
_____	**Decreases revenues or increases expenditures without balancing budget**
_____	**Budget required**
_____	**Statement of fiscal impact required**
_____	**Bid waiver requiring County Manager's written recommendation**
_____	**Ordinance creating a new board requires detailed County Manager's report for public hearing**
_____	**Housekeeping item (no policy decision required)**
✓	**No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(A)(1)(C)
11-01-05

RESOLUTION NO. _____

RESOLUTION AWARDING THE NON-EXCLUSIVE DUTY AND TAX FREE CONCESSION CONTRACT AT MIAMI INTERNATIONAL AIRPORT, RFP NO. 03-04, TO DUTY FREE AMERICAS MIAMI, LLC; AUTHORIZING COUNTY MANAGER OR DESIGNEE TO EXECUTE AGREEMENT AND TERMINATION PROVISIONS CONTAINED THEREIN; WAIVING REQUIREMENTS OF RESOLUTION NO. R-377-04

WHEREAS, the Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby awards to Duty Free Americas Miami, LLC, the Non-Exclusive Duty and Tax Free Concession Contract at Miami-International Airport, RFP No. MDAD-03-04 as described in the Request for Proposal and in the accompanying memorandum for a nine (9) year term, with two (2) options to extend the term for one (1) year upon mutual agreement of the parties for a minimum annual guarantee of $20,018,770.00, as set forth in the attached memorandum from the County Manager; this Board authorizes the County Manager or his designee to execute the contract between Miami-Dade County and Duty Free Americas Miami, LLC, in substantially the form attached hereto and made a part hereof, and to exercise the termination provisions contained therein.

Upon the recommendation in writing of the County Manager, the requirements of Resolution No. R-377-04 are hereby waived pursuant to Section 4 of said resolution.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman
Dennis C. Moss, Vice-Chairman

Bruno A. Barreiro	Dr. Barbara Carey-Shuler
Jose "Pepe" Diaz	Carlos A. Gimenez
Sally A. Heyman	Barbara J. Jordan
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebecca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of November, 2005. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. RW

Roy Wood

Memorandum

MIAMI-DADE COUNTY

Date: August 30, 2005

To: Lenora Allen-Johnson, Chairperson
Evaluation/Selection Committee
Miami-Dade Aviation Department

From: George M. Burgess
County Manager

Subject: Revised Committee Report– MDAD RFP Duty and Tax Free Concession
At Miami International Airport, RFP No. MDAD-03-04

With reference to my report of July 6, 2005 regarding negotiations for the subject project, this is to advise you that pursuant to Administrative Order 3-38, I hereby authorize the Department to proceed to execute a Lease and Concession Agreement for Duty and Tax Free Concessions at Miami International Airport in the following order of preference:

1. Duty Free Americas Miami LLC
2. Dufry Miami Retail Partnership
3. Worldwide Duty Free Retailer LLC
4. Miami Duty Free LLC/Nuance Group

As the Request for Proposal, Section 9 entitled "Evaluation/Selection Process", sub-section VII entitled "Negotiations" provides "...The County may award the Agreement on the basis of initial offers received, without discussion or negotiation.", the Department has advised, after further review, that as the initial offer was nearly five (5) times the minimum allowed and that as it does not wish to allow any deviations to the current terms and conditions, that it does not wish to proceed with negotiations, and has requested to proceed as outlined in the RFP and execute the advertised Agreement (Form of Lease and Concession Agreement), which is in substantive form, with the top ranked firm as stated above.

Consequently, my report of July 6, 2005 authorizing a negotiation committee to negotiate with the top ranked firm for the subject project is hereby amended, and authorization is granted to proceed as requested. This authorization is consistent with recent direction provided to the Department that the form of concession agreement and business terms of the concession opportunity not be negotiable.

The Department will transmit with the signed agreement, a cover memorandum written to include the following information: (1) A general description of the services, (2) The total Minimum Annual Guarantee (MAG), (3) A brief description of the selection process, and (4) The completion dates of the services.

Attachments

c: Clerk of the Board of County Commissioners
EVALUATION / SELECTION COMMITTEE
Lenora Allen-Johnson, MDAD (Non-voting, Chairperson)
Douglas Jorge, MDAD
Dr. Patricia Ryan, MDAD
Frank Talleda, MDT
Teresa Sands, DBD
Maggie Tawil, PR
William Talbert, Greater Miami Convention and Visitor's Bureau

Memorandum

MIAMI-DADE COUNTY

Date: July 6, 2005

To: Lenora Allen-Johnson, Chairperson
Evaluation/Selection Committee
Miami-Dade Aviation Department

From: George M. Burgess
County Manager

Subject: Negotiation Committee – MDAD RFP Duty and Tax Free Concession
At Miami International Airport, RFP No. MDAD-03-04

With reference to your report of June 15, 2005 (copy attached) concerning the above captioned subject, this is to advise you that pursuant to Administrative Order 3-38, I hereby approve the selection of the following firms in the following order of preference for the Lease and Concession Agreement for the above-referenced services:

1. Duty Free Americas Miami LLC
2. Dufry Miami Retail Partnership
3. Worldwide Duty Free Retailer LLC
4. Miami Duty Free LLC/Nuance Group

Furthermore, I hereby appoint the following Negotiation Committee for the purpose of negotiating the Lease and Concession Agreement for the Miami-Dade Aviation Department with the top ranked firm listed above:

Dr. Patricia Ryan, MDAD, Chairperson
Douglas Jorge, MDAD
William Talbert, Greater Miami Convention & Visitor's Bureau

The Negotiation Committee is to proceed with the agreement negotiations and submit the signed agreement to this Office no later than 60 days from the date of this memorandum. Transmit with the signed agreement, a cover memorandum written from the Negotiation Committee to the County Manager including the below listed information:

1. A general description of the services.
2. The total Minimum Annual Guarantee (MAG).
3. A brief description of the selection process.
4. The completion dates of the services.

If a satisfactory agreement cannot be reached with the firm within the 60 day period, a report is to be prepared fully explaining all problems resulting from the negotiations. The final agreement and report should be sent to this Office.

Attachments

c: Clerk of the Board of County Commissioners
EVALUATION / SELECTION COMMITTEE
Lenora Allen-Johnson, MDAD (Non-voting, Chairperson)
Douglas Jorge, MDAD
Dr. Patricia Ryan, MDAD
Frank Talleda, MDT
Teresa Sands, DBD
Maggie Tawil, PR
William Talbert, Greater Miami Convention and Visitor's Bureau

Memorandum

MIAMI-DADE COUNTY

Date: July 13, 2005

To: Kay Sullivan, Director
Clerk of the Board

From: Lenora Allen-Johnson, Chairperson
Evaluation Selection Committee
Miami-Dade Aviation Department

Subject: Request for Proposals for Duty and Tax Free Concession at Miami International Airport
RFP No. MDAD-03-04

Please take the necessary action to have the attached report placed in the public records in accordance with the requirements of Administrative Order 3-38.

Your assistance in this matter is greatly appreciated.

If you have any questions, please let me know.

Thanks.

Attachment

September 21, 2005

Lenora Allen-Johnson
Aviation Senior Procurement Contract Officer
Miami-Dade Aviation Department
4200 NW 36th Street
Building 5A
Miami, FL 33122

Dear Ms. Allen-Johnson:

Due to Hurricane Rita, DFA's office was closed yesterday. Your office might also have been closed on September 20th due to the hurricane. Accordingly, this document is being sent today.

In a letter from you to Mr. Simon Falic dated September 16, 2005, you asked that Duty Free Americas Miami, LLC provide to your office certain documents which reflect the addition of Siboney Wine & Spirits Merchants as a DBE member of Duty Free Americas Miami, LLC. Each of those documents is attached. A hard copy will also be sent to your office for delivery on Thursday, September 22.

Attached are the following documents:

A. A copy of your letter of September 16.

1. Revised Schedule of Participation (DBE Appendix 1) signed by Duty Free Americas Miami, LLC reflecting the participation of Concourse Concessions, Inc. and Siboney Wine & Spirits Merchants [1 page]

2. Revised Letter of Intent (DBE Appendix 2) signed by Concourse Concessions, Inc. confirming their participation
    i. Letter of Intent for Concourse Concessions [2 pages including "Attachment 2"]
    ii. Letter of Intent for Siboney Wine & Spirits Merchants [1 page]

3. Amended and executed Limited Liability Company Agreement to reflect the addition of Siboney Wine & Spirits Merchants as a partner with Duty Free Americas Miami, LLC and Concourse Concessions. Inc.
    i. Amended liability agreement is 3 pages including the signature page and amended schedule "A".
    ii. The document attached is 4 pages including (a) a copy of the signature page signed by Simon Falic for Duty Free Americas Airports, Inc. and by Bettye Dixon for Concourse Concessions, Inc. and (b) a copy of the signature page signed by Simon Falic for Duty Free Americas Airports, Inc. and by Jaime Alonso for Siboney Wine & Spirits Merchants.

4. Amended Schedule "A" on the Capital Contribution for each of the partners to the Limited Liability Company Agreement of Duty Free Americas Miami, LLC.
    i. This document is included in #3 above.

5. Though not specifically asked for in your letter, I am also including the following:
    i. Signature page to the original LLC agreement showing the signatures of all three members of the LLC (Duty Free Americas Airports, Inc.; Concourse Concessions, Inc.; and Siboney Wine & Spirits Merchants).
    ii. Amended Schudule "A" from the original LLC agreement – 2 signature pages (a) a copy of the signature page signed by Simon Falic for Duty Free Americas Airports, Inc. and by Bettye Dixon for Concourse Concessions, Inc. and (b) a copy of the signature page signed by Simon Falic for Duty Free Americas Airports, Inc. and by Jaime Alonso for Siboney Wine & Spirits Merchants.
    iii. Certificate of Liability Insurance for Duty Free Americas Miami, LLC [2 [pages].

Please call me at (954) 986-7710 if you have any questions or require any additional documentation.

Sincerely,

Joel Epstein
Director, Business Planning & Analysis

cc: Simon Falic
Bettye Dixon
Jaime Alonso

A. Copy of Your Letter dated September 16

MIAMI INTERNATIONAL AIRPORT

September 16, 2005 **VIA Facsimile and U.S. Mail**

Mr. Simon Falic
Duty Free Americas Miami, LLC
6100 Hollywood Blvd.
Hollywood, FL 33024

Reference: Non-Exclusive Duty and Tax Free Concession Program at MIA
RFP No. MDAD-03-04

Dear Mr. Falic:

The enclosed copy of page 369 of your DBE Plan, A. Appendix "C" (Enclosure 1), states in paragraph three (3) that: "Duty Free Americas Miami, LLC has signed a Letter of Intent with Siboney Wine & Spirits Merchants stipulating that when Siboney is successful in becoming certified as a DBE, Duty Free Americas Miami, LLC will amend the LLC Agreement to reflect Siboney as a 10% partner."

On August 18, 2005 the Miami Dade Aviation Department (MDAD) was advised by the Department of Business Development (DBD) that Siboney Wine & Spirits Merchants had been certified as a Disadvantaged Business Enterprise (DBE) (Enclosure 2).

Based on paragraph five (5) on page 369 of your DBE Plan A. Appendix "C", which states: Structure When Siboney Becomes Certified as a DBE:

- Duty Free Americas Airports, Inc. 70.0%
- Concourse Concessions, Inc. (certified DBE) 20.0%
- Siboney Wine & Spirits Merchants (certified DBE) 10.0%

Therefore, you must provide us with the following executed documents, via facsimile, no later than the close of business, **Tuesday, September 20, 2005.**

1. Revised Schedule of Participation (DBE Appendix 1) (Enclosure 3), signed by Duty Free Americas Miami, LLC, reflecting the participation of Concourse Concessions, Inc. and Siboney Wine & Spirits Merchants.

2. Revised Letter of Intent (DBE Appendix 2) (Enclosure 4) signed by Concourse Concessions, Inc. confirming their participation.

3. Amended and executed Limited Liability Company Agreement to reflect the addition of Siboney Wine & Spirits Merchants as a partner with Duty Free Americas Miami, LLC. and Concourse Concessions, Inc.

4. Amended Schedule "A" on the Capital Contribution for each of the partners to the Limited Liability Company Agreement of Duty Free Americas Miami, LLC.

Sincerely,

Lenora Allen-Johnson
Contracting Officer

Enclosures (4)

HG/cc

cc: R. Wood
H. Gregory
M. Clark-Vincent
Clerk of the Board

1. Revised Schedule of Participation (DBE Appendix 1) signed by Duty Free Americas Miami, LLC reflecting the participation of Concourse Concessions, Inc. and Siboney Wine & Spirits Merchants [1 page]

SCHEDULE OF PARTICIPATION BY DBE FIRMS

Listed below is the information pertaining to "certified" DBE firms who will be participating in this contract.

NAME OF DBE FIRMS	DESCRIPTION OF SERVICES	% OF BID/PROPOSAL
Concourse Concessions, Inc.	On-site management & operation of	20%
	duty free stores at Miami International Airport	
Siboney Wine & Spirits Merchants	Assist Concourse Concessions in the	10%
	management and operation of South Terminal	
	duty free stores at MIA; provide expertise on	
	liquor preferences of Caribbean and	
	Latin American customers	

Form to be completed and signed by the Bidder/Proposer. I certify that the representations contained in this Schedule of Participation are to the best of my knowledge true and accurate.

9/16/05

Signature **Date**

Simon Falic — Managing Member — Duty Free Americas Miami, LLC

Print Name **Title** **Company Name**

DBE APPENDIX I

ENCLOSURE 2

MAY-06-2005 14:19 From:DUTY FREE AMERICAS 9549857780 To:9549556830 P.3/3
05-06-2005 13:01 From- T-125 P.003/003 F-800

2. Revised Letter of Intent (DBE Appendix 2) signed by Concourse Concessions, Inc. confirming their participation
    i. Letter of Intent for Concourse Concessions [2 pages including "Attachment 2"]
    ii. Letter of Intent for Siboney Wine & Spirits Merchants [1 page]

LETTER OF INTENT
DISADVANTAGED BUSINESS ENTERPRISE
PARTICIPATION

To: Miami-Dade Aviation Department

Project: Non-Exclusive Duty and Tax Free Concession

Contract Number: MDAD 03-04 Total $ value & % of Bidder/Proposal: 20%

The undersigned holds DBE Certificate No. 576 expiring on, Feb 29 20 08 .

The undersigned intends to perform the following work in connection with the above Bid/Proposal (Describe): Concourse Concessions Inc. (CCI) will operate four (4) Duty Free Stores in the South Terminal

Description of Services	$ value & % of Bid/Proposal
See Attachment #2	20%

Total% 20%

Signature: Bettye J. Dixon Date: Sep. 14, 2005

Print Name: Bettye J. Dixon Title: President / CEO

DBE Firm: Concourse Concessions, Inc. (CCI)

FORM DBE-MA-3
Revised May 15, 2002

(Enclosure 4)

Miami Dade Aviation Department
Non-Exclusive Duty and Tax Free Concession
Contract Number MDAD 03-04
Letter of Intent
Disadvantaged Business Enterprise Participation
Attachment 2 – Description of Services

As the proposed DBE JV operator with Duty Free Americas (DFA), Concourse Concessions (CCI) proposes to operate four (4) duty free stores in the South Terminal of the Miami International Airport. CCI will be responsible for all operations in its stores including, but not limited to: staffing, merchandise selection, daily sales operations, expenses, payroll and sales reconciliation. Further expertise includes the ability to provide store design and build-out, store layout, knowledge of passenger purchasing preferences, merchandising capability, staffing and management programs. Our qualifications include experience gained from operating duty free concessions at Los Angeles and Dulles International Airports. The aforementioned contributes to CCI's ability to provide unprecedented sales and service in the Miami International duty free stores.

The management of CCI plans to work closely with buyers from DFA to determine product selection for each store. Ultimately, Concourse will have the final decision-making responsibility for determining the merchandise to be sold in our stores. Products will be shipped from the DFA central distribution center for distribution to the stores. An on-site Merchandise Coordinator will work with Store Management to develop merchandising plans for each store and to configure promotional displays.

Concourse Concessions will maintain a separate bank account for its stores. Payroll and other expenses incurred by its store operations will be paid from this account.

CCI plans to hire and maintain a staff that consists of a minimum of two (2) Store Managers, two (2) Assistant Managers, a Merchandise/Display Manager and adequate sales support. The staff will be initially trained and periodically updated to ensure that we provide ultimate service to our duty free shoppers.

LETTER OF INTENT
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

To: Miami-Dade Aviation Department

Project: Non-Exclusive Duty and Tax Free Concession

Contract Number: MDAD-03-04 **Total % of Bidder/Proposal:** 10%

The undersigned holds DBD Certificate No. 11325 **expiring on,** 4/30 **20** 08 .

The undersigned intends to perform the following work in connection with the above Bid/ Proposal (Describe):

Description of Services	% of Bid/Proposal
Providing marketing and merchandising expertise for wine and spirits, particularly in selling to the Caribbean market	10.0%

Total% 10.0%

Signature Jaime Alonso **Date** July 20, 2005

Print Name Jaime Alonso **Title** President and Owner

DBE Firm Siboney Wine & Spirits Merchants Federal Tax ID # 65-060-3244

3. Amended and executed Limited Liability Company Agreement to reflect the addition of Siboney Wine & Spirits Merchants as a partner with Duty Free Americas Miami, LLC and Concourse Concessions. Inc.

    i. Amended liability agreement is 3 pages including the signature page and amended schedule "A".

    ii. The document attached is 4 pages including (a) a copy of the signature page signed by Simon Falic for Duty Free Americas Airports, Inc. and by Bettye Dixon for Concourse Concessions, Inc. and (b) a copy of the signature page signed by Simon Falic for Duty Free Americas Airports, Inc. and by Jaime Alonso for Siboney Wine & Spirits Merchants.

AMENDMENT TO LIMITED LIABILITY COMPANY AGREEMENT
OF
DUTY FREE AMERICAS MIAMI, LLC

THIS AMENDMENT TO LIMITED LIABILITY COMPANY AGREEMENT of Duty Free Americas Miami, LLC, a Florida limited liability company, (the "Amendment") is entered into as of the __ day of June, 2005 by and among those persons executing this Amendment.

RECITATIONS

WHEREAS, the limited liability company agreement (the "Agreement") of Duty Free Americas Miami, LLC (the "Company") was entered into as of April 18, 2005 between Duty Free Americas Airport, Inc., a Maryland corporation, and Concourse Concessions, Inc., a California corporation (the "Original Members"); and

WHEREAS, each of the Original Members and Company have agreed to admit Siboney Wine & Spirts Merchants, a Florida Corporation ("Siboney"), as a 10% member in the Company and to reduce Concourse's Percentage Interest by a like amount; and

WHEREAS, this Amendment has been entered into in order to memorialize such admission.

NOW, THEREFORE, the parties hereto agree as follows:

1. All of the capitalized terms contained herein and not otherwise defined shall have the same definitions as in the Agreement.

2. Upon the execution of a copy of the Agreement by Siboney, Siboney is admitted as an Additional Member.

3. Exhibit A to the Agreement shall be amended to provide that Siboney will own a 10% Percentage Interest in the Company. The capital accounts of the Members as of the date hereof shall be as set forth in amended Exhibit A.

4. Section 4.1(a) of the Agreement is deleted and replaced with the following:

> (a) The Members have made or will make the Capital Contributions to the Company in the amounts set forth on Schedule A hereto. Each Member shall initially have the Percentage Interest and the number of Units set forth on Schedule A hereto. In the event that the Committee admits Additional Members in accordance with the Agreement, such Additional Members shall make Capital Contributions as determined by the Committee.

5. Section 6.7 (a) of the Agreement is deleted and replaced with the following:

(a) DFAA shall be paid a Management Fee equal to three and one-half percent (3.5%) of the Company Sales; Concourse shall be paid a Management Fee equal to one percent (1.0%) of the Company sales. Management fees are to be paid monthly based on the Company's monthly sales and shall be due and paid only if the Company is profitable. If the Company is not profitable, Management fees shall be reduced pro rata but in no case shall they be reduced below incurred operating expenses.

6. Except as amended herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereto set their hands effective the day and year first above written.

Duty Free Americas Airports, Inc.

By: _____

Name: Simon Falic

Title: Chairman

Concourse Concessions, Inc.

By: _____

Name: Bettye Dixon

Title: President

Siboney Wine & Merchants

By: _____

Name: Jaime Alonso

Title: President

(a) DFAA shall be paid a Management Fee equal to three and one-half percent (3.5%) of the Company Sales; Concourse shall be paid a Management Fee equal to one percent (1.0%) of the Company sales. Management fees are to be paid monthly based on the Company's monthly sales and shall be due and paid only if the Company is profitable. If the Company is not profitable, Management fees shall be reduced pro rata but in no case shall they be reduced below incurred operating expenses.

6. Except as amended herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereto set their hands effective the day and year first above written.

Duty Free Americas Airports, Inc.

By: _____

Name: Simon Falic

Title: Chairman

Concourse Concessions, Inc.

By: _____

Name: Bettye Dixon

Title: President

Siboney Wine & Merchants

By: _____

Name: Jaime Alonso

Title: President

EXHIBIT A

Capital Accounts

Member	Capital Account	Percentage Interest
Duty Free Americas Airport, Inc.	$630,000	70%
Concourse Concessions, Inc.	$180,000	20%
Siboney Wine & Spirts	$90,000	10%

5. Though not specifically asked for in your letter, I am also including the following:

   iii. Signature page to the original LLC agreement showing the signatures of all three members of the LLC (Duty Free Americas Airports, Inc.; Concourse Concessions, Inc.; and Siboney Wine & Spirits Merchants).

   iv. Amended Schudule "A" from the original LLC agreement – 2 signature pages (a) a copy of the signature page signed by Simon Falic for Duty Free Americas Airports, Inc. and by Bettye Dixon for Concourse Concessions, Inc. and (b) a copy of the signature page signed by Simon Falic for Duty Free Americas Airports, Inc. and by Jaime Alonso for Siboney Wine & Spirits Merchants.

   v. Certificate of Liability Insurance for Duty Free Americas Miami, LLC [2 [pages].

liabilities under or by reason of this Agreement, or result in their being deemed a third party beneficiary of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

DUTY FREE AMERICAS AIRPORTS, INC.:

By: _____

Name: SIMON FALIC

Its: CHAIRMAN

CONCOURSE CONCESSIONS, INC.

By: _____

Name: BETTYE J DIXON

Its: PRES. / CEO

Siboney Wine & Spirits Merchants

By: _____

Name: Jaime Alonso

Its: President

Date: June 25, 2005

SCHEDULE A (Amended)

Member	Capital Contribution	Percentage Interest	Units
Duty Free Americas Airports, Inc.	$630,000	70.0%	70
Concourse Concessions, Inc.	$180,000	20.0%	20
Siboney Wine & Spirits Merchants	$90,000	10.0%	10

DUTY FREE AMERICAS AIRPORTS, INC.:

By: _____

Name: Simon Falic

Its: Chairman

CONCOURSE CONCESSIONS, INC.

By: _____

Name: Bettye J. Dixon

Its: President / CEO

SIBONEY WINE & SPIRITS MERCHANTS

By: _____

Name: Jaime Alonso

Its: President

SCHEDULE A (Amended)

Member	Capital Contribution	Percentage Interest	Units
Duty Free Americas Airports, Inc.	$630,000	70.0%	70
Concourse Concessions, Inc.	$180,000	20.0%	20
Siboney Wine & Spirits Merchants	$90,000	10.0%	10

DUTY FREE AMERICAS AIRPORTS, INC.:

By: _____

Name: Simon Falic

Its: Chairman

CONCOURSE CONCESSIONS, INC.

By: _____

Name: Bettye J. Dixon

Its: President / CEO

SIBONEY WINE & SPIRITS MERCHANTS

By: _____

Name: Jaime Alonso

Its: President

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YY) 09/16/05

PRODUCER
Aon Risk Services, Inc of Florida
1001 Brickell Bay Drive
Suite 1100
Miami FL 33131 USA

PHONE-(866) 283-7124 FAX-(866) 430-1035

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
Duty Free Americas Miami, LLC
6100 Hollywood Blvd
7th Floor
Hollywood FL 33024 USA

INSURER A:	Employers Insurance Company of Wausau
INSURER B:	Wausau Business Insurance Company
INSURER C:	Steadfast Insurance Company
INSURER D:	
INSURER E:	

COVERAGES This Certificate is not intended to specify all endorsements, coverages, terms, conditions and exclusions of the policies shown.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM\DD\YY)	POLICY EXPIRATION DATE(MM\DD\YY)	LIMITS	
B	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	TBKZ91425028055	01/15/05	01/15/06	EACH OCCURRENCE FIRE DAMAGE(Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON OWNED AUTOS [X] Comp Ded $500 [X] Collision Ded $1,000	ASCZ91425028025 Auto (AOS)	01/15/05	01/15/06	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
	GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	
C	EXCESS LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION	AUC534373300	01/15/05	01/15/06	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WCJZ91425028015 Workers Compensation	01/15/05	01/15/06	[X] WC STATUTORY LIMITS [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE-POLICY LIMIT E.L. DISEASE-EA EMPLOYEE	 $1,000,000 $1,000,000 $1,000,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Location: Miami International Airport Miami, FL 33299
Miami Dade County and Miami Dade Aviation are named as Additional Insureds excluding Workers' Compensation and Employers' Liability as required by written contract but limited to the operations of the Insured under said

CERTIFICATE HOLDER

Miami-Dade County
Miami Dade Aviation
PO Box 592075
Miami FL 33159 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Aon Risk Services, Inc. of Florida

Holder Identifier : 570014961761 Certificate No :

Attachment to ACORD Certificate for Duty Free Americas Miami, LLC

The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

INSURED

Duty Free Americas Miami, LLC
6100 Hollywood Blvd
7th Floor
Hollywood FL 33024 USA

INSURER
INSURER
INSURER
INSURER
INSURER

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER POLICY DESCRIPTION	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

contract, and always subject to the policy terms, conditions and exclusions.
Cancellation Provision shown herein is subject to shorter or longer time periods depending on the jurisdiction of, and reason for, the cancellation.

Certificate No : 570014961761

Memorandum

MIAMI-DADE COUNTY

Date: July 13, 2005

To: Kay Sullivan, Director
Clerk of the Board

From: Lenora Allen-Johnson, Chairperson
Evaluation Selection Committee
Miami-Dade Aviation Department

Subject: Request for Proposals for Duty and Tax Free Concession at Miami International Airport
RFP No. MDAD-03-04

Please take the necessary action to have the attached report placed in the public records in accordance with the requirements of Administrative Order 3-38.

Your assistance in this matter is greatly appreciated.

If you have any questions, please let me know.

Thanks.

Attachment

3-2

Memorandum

MIAMI-DADE COUNTY

Date: June 15, 2005

To: George M. Burgess
County Manager

From: Lenora Allen-Johnson, Chairperson
Evaluation/Selection Committee
Miami-Dade Aviation Department

Subject: Evaluation/Selection Committee Report- Miami-Dade Aviation Department
Request For Proposals for Duty and Tax Free Concession at Miami International Airport
RFP No. MDAD-03-04

As authorized by Administrative Order 3-38 and your memorandum dated March 7, 2005, the designated Evaluation/Selection Committee (Committee) met and conducted the selection process for the subject project on June 6, 2005 for both the prescreening and public hearing meetings. This process was conducted in accordance with the procedure specified by the Request for Proposals (RFP) as described in the attached summary minutes.

PRESCREENING MEETING OF JUNE 6, 2005 (9:00 AM)

As announced in the Metro Calendar and the "Daily Business Review", the Committee met on June 6, 2005 at the Miami International Airport Hotel, Concourse E, 7th Floor, Conference Rooms E & F, Miami, Florida and undertook a review of the proposals submitted by the following four (4) proposers that responded to the public notice: Duty Free Americas Miami LLC, Dufry Miami Retail Partnership, Worldwide Duty Free Retailer LLC, and Miami Duty Free LLC/Nuance Group.

During the course of the meeting, the Committee was informed that the County Attorney's office found the four (4) proposers responsive contingent on them providing the requested missing documentation before the scheduled prescreening meeting. The missing documentation was received on time. The Committee then undertook a review of the proposals and found the four (4) proposers responsible.

PUBLIC HEARING MEETING OF JUNE 6, 2005 (11:00 AM)

As advertised in the Metro Calendar and the "Daily Business Review", a Committee meeting was held on June 6, 2005 at the Miami International Airport Hotel, Concourse E, 7th Floor, Conference Rooms E & F, Miami, Florida. At this meeting, the Committee heard oral presentations from the four (4) proposers listed above.

Representatives from the proposers made a 40-minute presentation and had 20 minutes for questions and answers. Upon conclusion of the presentations, the Chairperson conducted a

general discussion regarding the firms and the Committee undertook an evaluation and ranking process of the technical points based on the proposal submissions and oral presentations. Following the ranking of the technical points, and as provided in the Request for Proposal, the sealed price envelopes were opened and read aloud. MDAD staff then proceeded to apply the formula provided for the calculation of the price score as defined in the RFP to determine the price score. Staff then proceeded to calculate the overall ranking. The overall ranking consisted of the technical points and price scores. The firms were subsequently ranked according to the overall ranking. The Committee recommended that the first ranked proposer be forwarded to the County Manager for approval and authorization to negotiate as follows:

1. Duty Free Americas Miami LLC
2. Dufry Miami Retail Partnership
3. Worldwide Duty Free Retailer LLC
4. Miami Duty Free LLC/Nuance Group

Attached are the following items to substantiate the actions taken to date:

1. Summary Minutes of the Prescreening
2. Summary Minutes of the Public Hearing

c: Clerk of the Board of County Commissioners

EVALUATION/SELECTION COMMITTEE:
Lenora Allen-Johnson, MDAD (Non-voting, Chairperson)
Douglas Jorge, MDAD
Dr. Patricia Ryan, MDAD
Frank Talleda, MDT
Teresa Sands, DBD
Maggie Tawil, PR
William Talbert, Greater Miami Convention and Visitor's Bureau

MIAMI-DADE AVIATION DEPARTMENT
REQUEST FOR PROPOSALS
FOR NON-EXCLUSIVE DUTY AND TAX FREE CONCESSION
AT MIAMI INTERNATIONAL AIRPORT

RFP NO. MDAD-03-04

SUMMARY MINUTES
OF PRESCREENING MINUTES
MONDAY, JUNE 6, 2005

As authorized by the County Manager's memorandum dated March 7, 2005, the individuals listed below met on Monday, June 6, 2005, at the Miami-Dade Aviation Department (MDAD), Miami International Airport Hotel, Concourse E, 7th Floor, Conference Room E & F, Miami, Florida, to review the materials submitted by four (4) Proposers in response to the public notice regarding the subject Request for Proposals (RFP) as follows:

- Duty Free Americas Miami LLC
- Dufry Miami Retail Partnership
- Miami Duty Free LLC
- Worldwide Duty Free Retailer LLC

EVALUATION/SELECTION COMMITTEE

Lenora Allen-Johnson, MDAD (Non-voting, Chairperson)
Douglas Jorge, MDAD
Dr. Patricia Ryan, MDAD
Frank Talleda, MDT
Teresa Sands, DBD
Maggie Tawil, PR
William Talbert, Greater Miami Convention and Visitor's Bureau

SUPPORT STAFF

Roy Wood, CAO
Marie Clark-Vincent, MDAD
Howard Gregory, MDAD
AnaMaria Saks, MDAD
Sherri Ransom-Johnson, MDAD

Ms. Lenora Allen-Johnson, Contracting Officer, opened the meeting by presenting the Evaluation/Selection Committee (Committee) with an overview of the process, as well as the required services, as advertised. The Committee members were provided copies of the proposals and were requested to review the proposals prior to today's meeting.

The Committee was also informed that one of the Committee members, Deborah Silver, had a conflict with one of the firms and was excused from the Committee proceedings.

The Committee was then reminded of their responsibilities as Committee members pursuant to the County Manager's memo dated March 7, 2005 and the RFP.

The Committee was further advised that the four (4) responding Proposers were found responsive by the County Attorney's Office, and that they were tasked with finding the proposers responsible.

Ms. Lenora Allen-Johnson advised the Committee that there was a contract measure of 30% Disadvantaged Business Enterprise (DBE) goal established for this project. Howard Gregory, MDAD Minority Affairs, advised the Committee that the four (4) were compliant in that they followed the DBE requirements as defined in the RFP. The Committee was informed of a certification issue with ACD-DFASS Airport Venture LLC's (The Nuance Group) DBE certification. The Committee was also given a letter from The Nuance Group, dated June 3, 2005, that provided evidence that they submitted the proper paper on time to the Department of Business Development for DBE certification.

Ms. Lenora Allen-Johnson advised the Committee as to the financial components required by the RFP, that all Proposers were found by the Department's Finance and Professional Compliance Divisions to be in compliance with the requirements of the RFP.

The Committee was then informed that reference checks were performed by MDAD.

Dr. Patricia Ryan provided further clarification of the scope of services for the Duty and Tax Free Concession.

Ms. Lenora Allen-Johnson then directed the Committee's attention to the submitted proposals. The Committee members were advised that it was their responsibility to determine whether each of the four (4) responding Proposers were responsible and met the minimum qualifications requirements as set forth in the RFP. The Committee members proceeded to review the proposals as it relates to responsibility and minimum qualification requirements.

The Committee proceeded with the following action:

Moved: Frank Talleda

Motion: The Committee determined that the four (4) responding Proposers were responsible.

Seconded: William Talbert

Action: Unanimously adopted

The Committee members then proceeded to hear oral presentations scheduled to begin on the same day at 11:00 a.m. with forty (40) minutes for oral presentation and twenty (20) minutes for questions.

Lenora Allen-Johnson
Chairperson

Memorandum

MIAMI-DADE COUNTY

Date: May 26, 2005

To: Lenora Allen-Johnson
Contracts Administration Division
Aviation Department

From: Roy Wood
Assistant County Attorney

Subject: RFP No. MDAD-03-04 Duty and Tax Free Concession
Responsiveness Opinion

We have been requested to furnish a responsiveness opinion as to the responses submitted to the subject Request for Proposal (RFP). The furnishing of such opinions is a function of this office. See Section 2-8.4(a) of the Code of Miami-Dade County. Questions of responsiveness are to be distinguished from questions of responsibility in the evaluation of such responses. See and compare 64 Am. Jur. 2d Public Works and Contracts §57 text at nn.3-5; 64 Am. Jur. 2d, supra, §69 text at nn. 2, 4. See also 10 McQuillin, Municipal Corporations §29.73. Florida law is consistent with these authorities and recognizes the discretion of the public agency in determining whether the bidder is responsible upon consideration of factors such as, inter-alia, skill and experience. See 43 Fla. Jur. 2d Public Works and Contracts, §24.

The issue of responsiveness deals with whether the bidder has furnished the documents or information required by the invitation to bid. Omissions or departures from such requirements may be waived or cured by late submission where the effect of such waiver or cure will not deprive the county of the assurance that the contract will be performed according to specifications, and the waiver or cure will not adversely affect the competitive process. See Robinson Electric Co., Inc. v. Dade County, 417 So.2d 1032, 1034 (Fla. 3 DCA 1982); 10 McQuillin Municipal Corporations §§29.65, 29.68 n.3.

Four firms submitted proposals. These were: Dufry Miami Retail Partnership LLP (hereinafter, "Dufry" Duty Free Americas Miami LLC (hereinafter, "Miami Duty Free"), and Worldwide Duty Free Retailer LLC (hereinafter "Worldwide"). I have relied upon the inventories of those proposals which you prepared and upon conversations which you and I have had with respect thereto.

Dufry did not submit Affidavit 7A; however, that omission can be cured by late submission under Robinson Electric, Co. and McQuillin supra. That document has now been received. The document described on page 14 of the updated Dufry inventory as Affidavit 4 was not submitted with the proposal, but that can also be cured by late submission, as receipt thereof is a condition of award. The proposal of Dufry is responsive.

The inventory for Duty Free Americas indicates emissions on pages 3, 9 and 10 thereof. These can be cured by late submission. The three items of sub-tenant information listed at the outset of page 11 of that inventory are not applicable. Accordingly, the proposal of Duty Free Americas will be responsive upon receipt within a reasonable time of the information listed on pages 3, 9 and 10 of the inventory. You must determine the time that is reasonable for such late submittal.

2005 JUN -2 AM 10:12
MINORITY AFFAIRS

The inventory for Miami Duty Free lists omissions which are all conditions of award. Accordingly, they can be cured by late submission. Miami Duty Free must be deemed responsive upon receipt thereof within a reasonable time.

The omission indicated on page 14 of the inventory for Worldwide can be cured by late submission, since such submission is a condition of award. The proposal of Worldwide will be responsive upon receipt of such late submission. The sub-tenant information listed in sub-items (ii), (iii) and (iv) on page 13 of the inventory is not applicable.

Memorandum

MIAMI-DADE COUNTY

Date: June 2, 2005

05 JUN 32 PM 4:51

To: Lenora Allen-Johnson
Sr. Procurement Contracting Officer
Contracts Administration Division

From: Howard Gregory
Acting Associate Director
Minority Affairs Division

Subject: DBE Compliance Review
Duty and Tax Free Concession Program at MIA
RFP No. MDAD-03-04

The Minority Affairs Division has completed its compliance review of the above referenced project for compliance with the Disadvantaged Business Enterprise (DBE) Program as per the requirements of the Code of Federal Regulations (49 CFR Part 23 Concessions). The goal applicable to this Request For Proposal (RFP) is a DBE subcontractor goal of 30% of total gross revenues for the Duty and Tax Free Concession Program at MIA.

The RFP proposal documents from three (3) firms were received on April 25, 2005 from the MDAD Contracts Administration Project Manager. On April 28, 2005, the Contracts Administration Project Manager advised that the proposal from one (1) more firm would be added, changing the total proposals to four (4) for a DBE compliance review.

As per the MDAD County Attorney's Office legal opinion received by Minority Affairs on June 2, 2005 (Attachment 1), the four proposers: Dufry-Miami Retail Partnership; Miami Duty Free, LLC; Duty Free Americas Miami, LLC; and Worldwide Duty Free Retailer, LLC were deemed responsive.

Dufry-Miami Retail Partnership: submitted the required Schedule of Participation By DBE Firms and DBE Letter(s) of Intent for Miami International Airport Pharmacy, Inc., committing to 30% of gross revenues for its proposal. Dufry-Miami Retail Partnership is in compliance with the DBE Participation Plan/Provision, as its submittal meets the DBE participation goal for its proposal (Attachment 2).

Miami Duty Free, LLC: submitted the required Schedule of Participation By DBE Firms and DBE Letter(s) of Intent for ACD-DFASS Airport Ventures, LLC committing to 49% of gross revenues for its proposal (Attachment 3). We have confirmed with the DBD Certification Unit that ACD-DFASS Airport Ventures, LLC submitted a DBE certification application on April 22, 2005 and its application is under review. On June 1, 2005 DBD advised Minority Affairs that the DBE certification process for ACD-DFASS Airport Ventures, LLC, submitted to meet the 30% DBE goal, had been archived and no further action would be taken regarding its DBE application because of failure to submit missing documents requested by DBD on May 2, 2005

(Attachment 4). Based on the DBD determination, ACD-DFASS Airport Ventures, LLC's participation cannot be counted toward the DBE goal. Minority Affairs has been advised by the MDAD Contracts Administration Division that on June 2, 2005, a letter was sent to Miami Duty Free, LLC advising them of the termination of the DBE certification process for ACD-DFASS Airport Ventures, LLC and enclosing the letter from DBD. Be advised that per the DBD letter to ACD-DFASS Airport Ventures, LLC, the firm may re-apply for DBE certification by completing a new certification application and submitting it along with a check for $75.00 and the required supporting documentation.

Based on the DBE certification issue that exists with ACD-DFASS Airport Ventures, LLC and per the advise of the MDAD County Attorney's Office, the DBE compliance review for Miami Duty Free, LLC will be completed when ACD-DFASS Airport Ventures, LLC submits the documentation requested by DBD for certification and is DBE certified, or Miami Duty Free, LLC makes a written request to the Aviation Director for the substitution of ACD-DFASS Airport Ventures, LLC with a DBE firm certified by DBD in accordance with the proposal documents, Appendix C, page 5, Section V "Substitution of DBE Firm for Those Listed on the Disadvantaged Business Enterprise Participation Plan/Provision Prior to Contract Award."

Duty Free Americas Miami, LLC: submitted the Schedule of Participation By DBE Firms and DBE Letter(s) of Intent committing to 30% of total gross revenues for its proposal. However, the Schedule of Participation By DBE Firms was signed by a representative of the DBE Firm submitted to meet the DBE goal, instead of the Proposer's representative.

Minority Affairs met with the MDAD Assistant County Attorney and advised that Duty Free Americas Miami, LLC submitted a Schedule of Participation By DBE Firms that was signed by the DBE firm instead of the Proposer. The Assistant County Attorney advised us to contact Duty Free Americas Miami, LLC in writing to provide a Schedule of Participation By DBE Firms signed by the Proposer (Attachment 5). On May 9, 2005, Duty Free Americas Miami, LLC provided the Schedule of Participation By DBE Firms signed by its representative (Attachment 6). Duty Free Americas, LLC is in compliance with the DBE Participation Plan/Provision, as its submittal meets the DBE participation goal for its proposal.

Worldwide Duty Free Retailer, LLC: submitted the Schedule of Participation By DBE Firms and Letter(s) of Intent for DB Travel Retailer committing to 17% of gross revenues; Duty Free World, Inc. committing to 8% of gross revenues; and Miami To Go, Inc. committing to 5% of gross revenue's, for a total of 30% gross revenues for its proposal (Attachment 7). We have confirmed with the DBD Certification Unit that DB Travel Retail, LLC submitted a DBE certification application as of April 21, 2005 and its application is under review. Worldwide Duty Free Retailer, LLC is in compliance with the DBE Participation Plan/Provision, as its submittal meets the DBE participation goal for its proposal.

If any of the DBE firms listed on the Schedule of Participation by DBE Firms that are certified or have applied for certification are found not to be eligible, they must be substituted in accordance with Section V of the Disadvantaged Business Enterprise Participation Plan/Provision prior to the County Manager filing the recommendation to award and Section VI of the Disadvantaged Business Enterprise Participation Plan/Provision after award.

Please note that Minority Affairs staff only reviewed and addressed compliance with the DBE Program.

Should you have any questions or need additional information, please contact me at 876-7971.

HG/cc

cc: C. Bonzon, Ph.D., P.E.
S. Baker
R. Wood
S. Warner-Dooley
P. Ryan
M. Clark-Vincent
A. Tecle
C. Corrales
Project File

SCHEDULE OF PARTICIPATION BY DBE FIRMS

Listed below is the information pertaining to "certified" DBE firms who will be participating in this contract.

NAME OF DBE FIRMS	DESCRIPTION OF SERVICES	% OF BID/PROPOSAL
MIAMI INT'L. AIRPORT PHARMACY INC.	Operations of 12 Duty Free Stores in MIA	30%
	(See attached description)	

Form to be completed and signed by the Bidder/Proposer. I certify that the representation contained in this Schedule of Participation are to the best of my knowledge true and accurate.

April 22, 2005

Signature **Date**

JOSE H. GONZALEZ | MANAGER | DUFRY MIAMI RETAIL PARTNERSHIP

Print Name **Title** **Company Name**

DBE APPENDIX I

SCHEDULE OF PARTICIPATION IN DUFRY MIAMI RETAIL PARTNERSHIP BY MIAMI INTERNATIONAL AIRPORT PHARMACY, INC.

Miami International Airport Pharmacy Inc	Operations of 12 Duty Free Stores in MIA including: - Staffing - Merchandising - Marketing & Advertising - Designing/Constructing - Loss Prevention - Accounting / Reporting - Warehousing and Logistics	30%
	Staffing participation to include: - 1 of 2 General Management (Assistant GM) - 3 of 9 Management/Admin - (Advertising, Inv. Ctrl, Warehouse Mgrs) - 9 of 30 Sales Management (Cust. Service Leaders) - 13 of 44 Accessories Associates - 8 of 26 Tob/Liq Associates - 38 of 124 Frag/Cos Associates - 20 of 66 Support/Delivery/Whse Total of 92 of 303 staff.	

LETTER OF INTENT
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

o: MIAMI DADE AVIATION DEPARTMENT

roject: REQUEST FOR PROPOSALS FOR NON - EXCLUSIVE DUTY AND TAX FREE CONCESSION AT MIAMI INTERNATIONAL AIRPORT

ontract Number: RFP. NO. MDAD-03-04 Total % of Bidder/Proposal: 30%

he undersigned holds DBD Certificate No. 8715 expiring on, May 31 2006.

he undersigned intends to perform the following work in connection with the above Bid/ roposal (Describe): OPERATION OF DUTY FREE CONCESSION

Description of Services	% of Bid/Proposal
perations of 12 Duty Free Stores in MIA including:	
- Staffing	
- Merchandising	
- Marketing & Advertising	
- Designing/Constructing	30%
- Loss Prevention	
- Accounting / Reporting	
- Warehousing and Logistics	

Total% 30

Signature

Date April 22, 2005

Print Name ROSA TERNER

Title President

DBE Firm MIAMI INTERNATIONAL AIRPORT PHARMACY INC.

DEPARTMENT OF
BUSINESS DEVELOPMENT

July 03, 2003

CERT. NO: 8715
APPROVAL DATE(S): 06/25/2003 - DBE
EXPIRATION DATE: 05/31/2006

Rosa Terner
MIAMI INT'L AIRPORT PHARMACY, INC. DBA TERMINAL
RE
Terminal F M I A
Miami, FL 33122

Dear Rosa Terner:

The Department of Business Development has completed its review of your application and attachments submitted for certification as a Disadvantaged Business Enterprise (DBE) and hereby approves your firm as a DBE in categories listed below. Your DBE certification is valid for three (3) years, expiring as noted above and your firm will be included in our registry of certified business.

While Disadvantaged Business Enterprise (DBE) certification qualifies your firm to bid and participate on projects with DBE participation requirements, please note that this certification does not allow you to participate on projects with Black, Hispanic, Women and/or Community Small Business Enterprise (BBE/HDE/WDE/CBSE/CBE) program requirements unless you are specifically certified in these programs. Please note that certification as a small and/or minority business enterprise continues to be valid for one (1) year.

If any changes occur within your company during the certification period (such as ownership, address, telephone number, trade category, licensing, technical certification, bonding capacity, or if the business ceases to exist) you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times. All inquiries or changes related to this certification should be directed to the Certification Unit between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. This department will forward to you an application for re-certification (a much shorter process) within four (4) weeks of the above expiration date.

We look forward to your participation in Miami-Dade County's small, minority and/or disadvantaged business programs.

Sincerely,

Marsha Jackman
Director, DBD

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)
All Other Personal Services (DBE)

SCHEDULE OF PARTICIPATION BY DBE FIRMS

Listed below is the information pertaining to "certified" DBE firms who will be participating in this contract.

NAME OF DBE FIRMS	DESCRIPTION OF SERVICES	% OF BID PROPOSAL
ACD-DFASS Airport Ventures, LLC	• Each of the three individual members of the DBE firm will a minimum of 16 hours per week work on-site as assistant managers (one member will delegate this to an executive mangers, as permitted by the RFP. In addition: • The DBE firm will be responsible for management of 49% of the duty free retail space and exclusively responsible for development of a Purchasing Strategy for product selection and promotions with respect to the Latin American and Caribbean airport passengers. • One individual member of the DBE firm (Al Dotson) will act as the local Human Resources manager for the Proposer. • Another individual member of the DBE firm (Ciril Rodriguez) will be responsible for local buying • The third individual member of the DBE firm (David Franklin) will assist in the management of the logistics and distribution requirements. • The minority owner of the DBE firm, DFASS, will provide logistical and distribution services for all of the duty free operations at MIA. *For more detailed descriptions, please also see RFP Section 10 and the LLC Operating Agreement of Miami Duty Free, LLC.	49%

Form to be completed and signed by the Bidder / Proposer. I certify that the representation contained in this Schedule of Participation are to the best of my knowledge true and accurate.

Signature — Date: 4/22/05

Bernard Klepach — Print Name; VP — Title; Miami Duty Free LLC — Company Name

DBE APPENDIX 1

Attachment 3

LETTER ON INTENT
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

To: Miami-Dade Aviation Department
Project: Duty and Tax Free Concessions
Contract Number: MDAD-03-04 Total % of Bidder / Proposal: 49%
The undersigned holds DBD Certificate No. (PENDING)

The undersigned intends to perform the following work in connection with the above Bid / Proposal:

Description of Services	% of Bid / Proposal
• Each of the three individual members of the DBE firm will a minimum of 16 hours per week work on-site as assistant managers (one member will delegate this to an executive mangers, as permitted by the RFP. In addition: • The DBE firm will be responsible for management of 49% of the duty free retail space and exclusively responsible for development of a Purchasing Strategy for product selection and promotions with respect to the Latin American and Caribbean airport passengers. • One individual member of the DBE firm (Al Dotson) will act as the local Human Resources manager for the Proposer. • Another individual member of the DBE firm (Ciril Rodriguez) will be responsible for local buying • The third individual member of the DBE firm (David Franklin) will assist in the management of the logistics and distribution requirements. • The minority owner of the DBE firm, DFASS, will provide logistical and distribution services for all of the duty free operations at MIA. *For more detailed descriptions, please also see RFP Section 10 and the LLC Operating Agreement of Miami Duty Free, LLC.	49%
Total %	49%

Signature: _____ Date: 4/22/05

Print Name: Bernard Klepach Title: VP

DBE Firm: ACD-DFASS Airport Ventures, LLC

DBE APPENDIX 2

Business Development
111 NW 1st Street • 19th Floor
Miami, Florida 33128-1906
T 305-375-3111 F 305-375-3160

miamidade.gov

MIAMI-DADE COUNTY

ADA Coordination
Agenda Coordination
Animal Services
Art in Public Places
Audit and Management Services
Aviation
Building
Building Code Compliance
Business Development
Capital Improvements
Citizens' Independent Transportation Trust
Commission on Ethics and Public Trust
Communications
Community Action Agency
Community & Economic Development
Community Relations
Consumer Services
Corrections & Rehabilitation
Cultural Affairs
Elections
Emergency Management
Employee Relations
Empowerment Trust
Enterprise Technology Services
Environmental Resources Management
Fair Employment Practices
Finance
Fire Rescue
General Services Administration
Historic Preservation
Homeless Trust
Housing Agency
Housing Finance Authority
Human Services
Independent Review Panel
International Trade Consortium
Juvenile Assessment Center
Medical Examiner
Metro-Miami Action Plan
Metropolitan Planning Organization
Park and Recreation
Planning and Zoning
Police
Procurement Management
Property Appraisal
Public Library System
Public Works
Safe Neighborhood Parks
Seaport
Solid Waste Management
Strategic Business Management
Team Metro
Transit
Task Force on Urban Economic Revitalization
Vizcaya Museum And Gardens
Water & Sewer

May 24, 2005

Mr. David Franklin
ACD-DFAS Airport Ventures, LLC
1166 Kane Concourse, Suite 301
Bay Harbor Island, Florida 33154

Dear Mr. Franklin:

Pleased by advised that you failed to submit the missing documents, requested by this office on May 2, 2005. Your file has been archived and no further action will be taken regarding this application.

You may however, re-apply for certification by completing a new certification application and submitting it, along with a check in the amount of $75.00, and the required supporting documentation. Additionally, please be advised that a site inspection and eligibility meeting will be required.

Should have any questions regarding this matter, please feel free to contact me at (305) 375-4765.

Sincerely,

Damita L. Williams
DBD Contract Development Specialist 2

File: Lillian Garcia, Certification Supervisor
File

MINORITY AFFAIRS
2005 MAY 32 AM 11:28

MINORITY AFFAIRS
2005 JUN -1 PM 1:11

49

MIAMI INTERNATIONAL AIRPORT

VIA Facsimile and U.S. Mail

May 6, 2005

Mr. Simon Falic
Duty Free Americas Miami, LLC
6100 Hollywood Blvd.
Hollywood, FL 33024

Reference: Non-Exclusive Duty and Tax Free Concession Program at MIA
RFP No. MDAD-03-04.

Dear Mr. Falic:

A proposal submittal was received from your company by the Clerk's office on April 22, 2005 in response to an advertisement for services for the subject project. This proposal submittal was forwarded to the MDAD Minority Affairs division for review of the DBE related documents for a determination of compliance with the DBE goal and requirements. After review of your proposal submission, Minority Affairs found that you submitted the required "Schedule of Participation by DBE Firms" (DBE Appendix 1) listing the DBE firm Concourse Concessions, Inc. for on-site management and operation of duty free stores at Miami International Airport for 30% of gross revenues of its proposal.

However, the Schedule of Participation by DBE Firms (DBE Appendix 1) was signed by a representative of the DBE firm submitted to meet the DBE goal, instead of Duty Free Americas Miami, LLC, the Proposer (Enclosure 1).

Please provide us with the following information, via facsimile, executed by Duty Free America Miami, LLC no later that the close of business Friday, May 13, 2005.

Schedule of Participation (DBE Appendix 1) (Enclosure 2) signed by Duty Free America, Miami, LLC, that confirms the DBE firms who will participate in this RFP.

Sincerely,

Lenora Allen-Johnson
Contracting Officer

Enclosures (2)

cc: R. Wood
H. Gregory
M. Clark-Vincent
Clerk of the Board

CCI is both certified as a DBE firm and extremely qualified as an airport duty free operator. Moreover, CCI meets on its own each of the required qualifications for the MDAD-03-04 RFP except for the annual gross sales minimum.

CCI is by far the largest and one of only three DBE-certified independent operators of airport tax and duty free retail in the United States. CCI operates two tax and duty free stores at Los Angeles International Airport since 1989 and currently operates two tax and duty free stores at Washington's Dulles Airport. With annual sales of $11.8 million last year and averaging $9.6 million over the past five years, CCI is poised to qualify on its own as a prime proponent in the near future.

At Miami International Airport, CCI and DFA will jointly operate the Airport duty free concession with CCI having operational and managerial responsibility for the four stores in the South Terminal comprising 8,736 square feet which is 31.6% of the 27,677 square foot permanent retail concession space.

Attached below are:

- Schedule of Participation
- Letter of Intent
- Experience Sheet
- DBE Certification

The joint venture entity agreement for Duty Free Americas Miami, LLC is included with Appendix A in Section two "Minimum Qualifications".

SCHEDULE OF PARTICIPATION BY DBE FIRMS

Listed below is the information pertaining to "certified" DBE firms who will be participating in this contract.

NAME OF DBE FIRMS	DESCRIPTION OF SERVICES	% OF BID/PROPOSAL
Concourse Concessions, Inc.	On-site management & operation of duty-free stores at Miami Int'l Airport	30%

Form to be completed and signed by the Bidder/Proposer. I certify that the representations contained in this Schedule of Participation are to the best of my knowledge true and accurate.

Bettye J. Dixon — 4/14/2005
Signature — Date

Bettye J. Dixon — President/CEO — Concourse Concessions, Inc.
Print Name — Title — Company Name

DBE APPENDIX 1

MAY-09-2005 03:18PM FROM-

Joel Epstein
Director, Business Planning & Analysis
6100 Hollywood Blvd, 7th FL
Hollywood, FL 33024
USA

Tel: (954) 986 7710
Fax: (954) 965-6841
E Mail: JEpstein@dutyfreeamericas.com

DUTY FREE DFA AMERICAS

Fax

To: Lenora Allen-Johnson **Fax#:** (305) 876-8068
Contracting Officer

Company: Miami-Dade Aviation Dept **Date:** May 9, 2005

From: Joel Epstein **Pages (incl. cover):** 3

Re: Your letter of May 6, 2005 to Simon Falic

Dear Ms. Allen-Johnson:

In your letter date May 6 to Mr. Simon Falic, you indicated that Duty Free Americas Miami, LLC had submitted with its proposal for MDAD-03-04 concession a "Schedule of Participation by DBE Firms" that was signed by the DBE rather than by the proponent, Duty Free Americas Miami, LLC.

We apologize for having misinterpreted the instructions relating to which entity was to have signed this particular form. As you requested, we are returning to your office a "Schedule of Participation by DBE Firms" this is signed on behalf of the proponent, Duty Free Americas Miami, LLC by Mr. Simon Falic in his capacity as Managing Member of Duty Free Americas Miami, LLC.

We would appreciate it if your office would confirm receipt of this transmission, indicating that the attached document conforms to the requirements of the Miami-Dade Aviation Department.

Sincerely,

Joel Eps

Attachment 6

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SCHEDULE OF PARTICIPATION BY DBE FIRMS

Listed below is the information pertaining to "certified" DBE firms who will be participating in this contract.

NAME OF DBE FIRMS	DESCRIPTION OF SERVICES	% OF BID/PROPOSAL
Concourse Concessions, Inc.	On-site management & operation of duty free stores at Miami International Airport	30%

[illegible]

Signature: [signature] Date: 5/6/05

Print Name: Simon Falic Title: Managing Member Company Name: Duty Free Americas Miami, LLC

DBE APPENDIX I

ENCLOSURE 2

LETTER OF INTENT
DISADVANTAGED BUSINESS ENTERPRISE
PARTICIPATION

To: Miami - Dade Aviation Department

Project: Non Exclusive Duty and Tax Free Concession

Contract Number: MDAD 03 - 04 Total % of Bidder/Proposal: 30%

The undersigned holds DBD Certificate No. 576 expiring on, Feb 29 20 08
(see attachment #1)

The undersigned intends to perform the following work in connection with the above Bid/ Proposal (Describe): Concourse Concessions, Inc. (CCI) will operate four (4) Duty Free stores in the South terminal

Description of Services	% of Bid/Proposal
See Attachment #2	30%

Total% 30%

Signature [signature] Date 4/14/2005

Print Name Bettye J. Dixon Title President/CEO

DBE Firm Concourse Concessions, Inc. (CCI)

DBE APPENDIX 2

Miami Dade Aviation Department
Non-Exclusive Duty and Tax Free Concession
Contract Number MDAD 03-04
Letter of Intent
Disadvantaged Business Enterprise Participation
Attachment 2 – Description of Services

As the proposed DBE JV operator with Duty Free Americas (DFA), Concourse Concessions (CCI) proposes to operate four (4) duty free stores in the South Terminal of the Miami International Airport. CCI will be responsible for all operations in its stores including, but not limited to: staffing, merchandise selection, daily sales operations, expenses, payroll and sales reconciliation. Further expertise includes the ability to provide store design and build-out, store layout, knowledge of passenger purchasing preferences, merchandising capability, staffing and management programs. Our qualifications include experience gained from operating duty free concessions at Los Angeles and Dulles International Airports. The aforementioned contributes to CCI's ability to provide unprecedented sales and service in the Miami International duty free stores.

The management of CCI plans to work closely with buyers from DFA to determine product selection for each store. Ultimately, Concourse will have the final decision-making responsibility for determining the merchandise to be sold in our stores. Products will be shipped from the DFA central distribution center for distribution to the stores. An on-site Merchandise Coordinator will work with Store Management to develop merchandising plans for each store and to configure promotional displays.

Concourse Concessions will maintain a separate bank account for its stores. Payroll and other expenses incurred by its store operations will be paid from this account.

CCI plans to hire and maintain a staff that consists of a minimum of two (2) Store Managers, two (2) Assistant Managers, a Merchandise/Display Manager and adequate sales support. The staff will be initially trained and periodically updated to ensure that we provide ultimate service to our duty free shoppers.

Disadvantaged Business Enterprise Participation
ATTACHMENT 1

Miami, Florida 33128-1906
T 305-375-3111 F 305-375-3160

miamidade.gov

ADA Coordination
Agenda Coordination
Art in Public Places
Audit and Management Services
Aviation
Building Code Compliance
Building
Business Development
Capital Improvements
ten's Independent Transportation Trust
Communications
Community Action Agency
Community & Economic Development
Community Relations
Consumer Services
Corrections & Rehabilitation
Countywide Healthcare Planning
Cultural Affairs
Elections
Emergency Management
Employee Relations
Enterprise Technology Services
Environmental Resources Management
Fair Employment Practices
Finance
Fire Rescue
General Services Administration
Historic Preservation
Homeless Trust
Housing Agency
Housing Finance Authority
Human Services
Independent Review Panel
International Trade Consortium
Juvenile Assessment Center
Medical Examiner
Metropolitan Planning Organization
Park and Recreation
Planning and Zoning
Police
Procurement Management
Property Appraiser
Public Library System
Public Works
Safe Neighborhood Parks
Seaport
Solid Waste Management
Strategic Business Management
Team Metro
Transit
Urban Revitalization Task Force
Vizcaya Museum and Gardens
Water and Sewer

April 05, 2005

CERT. NO: 576
APPROVAL DATE(s): 03/31/2005 - DBE
EXPIRATION DATE: 02/29/2008

Bettye Dixon
CONCOURSE CONCESSION, INC.
6033 W Century Blvd, #740
Los Angeles, CA 90045

Dear Bettye Dixon:

The Department of Business Development has completed its review of your application and attachments submitted for certification as a Disadvantaged Business Enterprise (DBE) and hereby approves your firm as a DBE in the categories listed below. Your DBE certification is valid for three (3) years, expiring as noted above and your firm will be included in our registry of certified business.

While DBE certification qualifies your firm to bid and participate on projects with DBE participation requirements, please note that this certification does not allow you to participate on projects with Community Small Business Enterprise and/or Community Business Enterprise (CSBE/CBE) program requirements unless you are specifically certified in these programs. Please note that certification as a small business enterprise continues to be valid for one (1) year.

If any changes occur within your company during the certification period (such as ownership, address, telephone number, trade category, licensing, technical certification, bonding capacity, or if the business ceases to exist) you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times. All inquiries or changes related to this certification should be directed to the Certification Unit between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. This department will forward to you an application for re-certification (a much shorter process) within four (4) weeks of the above expiration date.

We look forward to your participation in Miami-Dade County's small and/or disadvantaged business programs.

Sincerely,

Marsha E. Jackman
Director, DBD

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)
Other Airport Operations (DBE)
Gift, Novelty, And Souvenir Stores (DBE)
Luggage And Leather Goods Stores (DBE)
All Other Miscellaneous Store Retailers (DBE)

DBDR0020

SCHEDULE OF PARTICIPATION BY DBE FIRMS

Listed below is the information pertaining to "certified" DBE firms who will be participating in this contract.

NAME OF DBE FIRMS	DESCRIPTION OF SERVICES	% OF BID/PROPOSAL
MIAMI TO GO, INC	See attached	5%
DUTY FREE WORLD, INC.	see attached	8%
DB Travel Retailer LLC	see attached	17%
		30% total

Form to be completed and signed by the Bidder/Proposer. I certify that the representation contained in this Schedule of Participation are to the best of my knowledge true and accurate.

4-21-05

Signature **Date**

Fabiano Vivacqua — Secretary/Treasurer/CEO — Worldwide Duty Free Retailer, LLC

Print Name **Title** **Company Name**

DBE APPENDIX I

ATTACHMENT TO SCHEDULE OF PARTICIPATION BY DBE FIRMS

MIAMI TO GO, INC.:

1) Recruiting/Employment Issues
2) Community Marketing: Hotels, tourists venues, services
3) Marketing Consultant
4) Local Themed product development
5) Networking/Relationship expert
6) Store Operation Management functions

DUTY FREE WORLD, INC.:

1) Merchandising and packaging development
2) Merchandise customs clearance (registered broker)
3) Marketing supervision: execution of graphic design work and development of final art work to be sent for printing
4) Store Operation Management functions

DB TRAVEL RETAILER, LLC:

1) Director of purchasing on behalf of the Proposer, representing the Company with suppliers all over the world and acquiring merchandise at the best price.

2) Oversight and supervision of store operation management functions

LETTER OF INTENT
DISADVANTAGED BUSINESS ENTERPRISE
PARTICIPATION

To: Worldwide Duty Free Retailer, LLC

Project: Non-Exclusive Duty and Tax Free Concessions

Contract Number: RFP No. MDAD 03-04 Total % of Bidder/Proposal: 5%

The undersigned holds DBD Certificate No. 3994 expiring on, 5/31 2007.

The undersigned intends to perform the following work in connection with the above Bid/ Proposal (Describe):

Description of Services	% of Bid/Proposal
1) Recruiting/Employment Issues	
2) Community Marketing: Hotels, tourists venues, services	
3) Marketing Consultant	
4) Local Themed Product development	
5) Networking/Relationship expert	
6) Store Operation Management functions	
	Total% 5%

Signature Carole Ann Taylor Date April 21, 2005

Print Name Carole Ann Taylor Title President

DBE Firm MIAMI TO GO, INC.

DBE APPENDIX 2

DBD
DEPARTMENT OF
BUSINESS DEVELOPMENT

May 12, 2004

CERT. NO: 3994
APPROVAL DATE(s): 06/01/2004 - DBE
EXPIRATION DATE: 05/31/2007

Carole Ann Taylor
MIAMI TO GO, INC.
1717 N Bayshore Dr, #2456
Miami, FL 33132

Dear Carole Ann Taylor:

The Department of Business Development has completed its review of your application and attachments submitted for certification as a Disadvantaged Business Enterprise (DBE) and hereby approves your firm as a DBE in the categories listed below. Your DBE certification is valid for three (3) years, expiring as noted above and your firm will be included in our registry of certified business.

While Disadvantaged Business Enterprise (DBE) certification qualifies your firm to bid and participate on projects with DBE participation requirements, please note that this certification does not allow you to participate on projects with Black, Hispanic, Women and/or Community Small Business Enterprise (BBE/HBE/WBE/CSBS) program requirements unless you are specifically certified in these programs. Please note that certification as a small and/or minority business enterprise continues to be valid for one (1) year.

If any changes occur within your company during the certification period (such as ownership, address, telephone number, trade category, licensing, technical certification, bonding capacity, or if the business ceases to exist) you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times. All inquiries or changes related to this certification should be directed to the Certification Unit between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. This department will forward to you an application for re-certification (a much shorter process) within four (4) weeks of the above expiration date.

We look forward to your participation in Miami-Dade County's small, minority and/or disadvantaged business programs.

Sincerely,

Marsha Jackman
Director, DBD

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)
Gift, Novelty, And Souvenir Stores (DBE)
Other Clothing Stores (DBE)
Wholesale Trade, Nondurable Goods (DBE)
Clothing Accessories Stores (DBE)
Textile Product Mills (DBE)

MIAMI-DADE
Department of Business Development · Court House Center Building · 175 NW First Avenue, 28th Floor, Miami, FL 33128
Phone (305) 349-5960 · Fax (305) 349-5915

LETTER OF INTENT
DISADVANTAGED BUSINESS ENTERPRISE
PARTICIPATION

To: Worldwide Duty Free Retailer, LLC

Project: NON-Exclusive Duty and TAX FREE Concessions

Contract Number: RFP No- MDAD 03-04 Total % of Bidder/Proposal: 8 %

The undersigned holds DBD Certificate No. 10397 expiring on, 11/30 2007.

The undersigned intends to perform the following work in connection with the above Bid/ Proposal (Describe):

Description of Services	% of Bid/Proposal
1) Merchandising and packaging development	
2) Merchandise Customs Clearance (registered broker)	
3) Marketing supervision: Execution of graphic design work and development of final art work to be sent for printing	
4) Store Operation Management functions	
	Total% 8 %

Signature [signature] Date 4-21-05

Print Name MAYRA DEL VALLE Title PRESIDENT

DBE Firm Duty Free World, INC.

DBE APPENDIX 2

MINORITY AFFAIRS

2005 MAY -5 AM 11:06

Department of Business Development
111 NW 1st Street • 19th Floor
Miami, Florida 33128-1906
T 305-375-3111 F 305-375-3160

miamidade.gov

MIAMI-DADE COUNTY

ADA Coordination
Agenda Coordination
Art in Public Places
Audit and Management Services
Aviation
Building Code Compliance
Building
Business Development
Capital Improvements
Citizen's Independent Transportation Trust
Communications
Community Action Agency
Community & Economic Development
Community Relations
Consumer Services
Corrections & Rehabilitation
Countywide Healthcare Planning
Cultural Affairs
Elections
Emergency Management
Employee Relations
Enterprise Technology Services
Environmental Resources Management
Fair Employment Practices
Finance
Fire Rescue
General Services Administration
Historic Preservation
Homeless Trust
Housing Agency
Housing Finance Authority
Human Services
Independent Review Panel
International Trade Consortium
Juvenile Assessment Center
Medical Examiner
Metropolitan Planning Organization
Park and Recreation
Planning and Zoning
Police
Procurement Management
Property Appraiser
Public Library System
Public Works
Safe Neighborhood Parks
Sequel
Solid Waste Management
Strategic Business Management
Team Metro
Transit
Urban Revitalization Task Force
Vizcaya Museum and Gardens
Water and Sewer

December 29, 2004

CERT. NO: 10397
APPROVAL DATE(s): 12/15/2004 - DBE
EXPIRATION DATE: 11/30/2007

Mayra Delvalle
DUTY FREE WORLD, INC.
6095 NW 167th St, Suite D-4
Miami, FL 33015-0000

Dear Mayra Delvalle:

The Department of Business Development has completed its review of your application and attachments submitted for certification as a Disadvantaged Business Enterprise (DBE) and hereby approves your firm as a DBE in the categories listed below. Your DBE certification is valid for three (3) years, expiring as noted above and your firm will be included in our registry of certified business.

While DBE certification qualifies your firm to bid and participate on projects with DBE participation requirements, please note that this certification does not allow you to participate on projects with Black, Hispanic, Women, Community Small Business Enterprise, and/or Community Business Enterprise (BBE/HBE/WBE/CSBE/CBE) program requirements unless you are specifically certified in these programs. Please note that certification as a small and/or minority business enterprise continues to be valid for one (1) year.

If any changes occur within your company during the certification period (such as ownership, address, telephone number, trade category, licensing, technical certification, bonding capacity, or if the business ceases to exist) you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times. All inquiries or changes related to this certification should be directed to the Certification Unit between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. This department will forward to you an application for re-certification (a much shorter process) within four (4) weeks of the above expiration date.

We look forward to your participation in Miami-Dade County's small, minority and/or disadvantaged business programs.

Sincerely,

Marsha E. Jackson

Marsha E. Jackson
Director, DBD

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)

All Other Personal Services (DBE)
All Other General Merchandise Stores (DBE)
Beer, Wine, And Liquor Stores (DBE)

DBD/18020

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LETTER OF INTENT
DISADVANTAGED BUSINESS ENTERPRISE
PARTICIPATION

To: Worldwide Duty Free Retailer, LLC

Project: Non-Exclusive Duty and Tax Free Concession

Contract Number: RFP No. MDAD 03-04 Total % of Bidder/Proposal: 17%

The undersigned holds DBD Certificate No. Applied For - Receipt Attached expiring on, 20 .

The undersigned intends to perform the following work in connection with the above Bid/ Proposal (Describe):

Description of Services	% of Bid/Proposal
1) Director of Purchasing on behalf of the Proposer, representing the company with suppliers all over the world and acquiring merchandise at the best prices	17%
2) Oversight and supervision of store operation management functions.	
	Total% 17%

Signature

Print Name Eduardo Pereira

DBE Firm DB Travel Retailer, LLC

Date 4-21-05

Title President

DBE APPENDIX 2

MIAMI-DADE AVIATION DEPARTMENT
REQUEST FOR PROPOSALS FOR
NON-EXCLUSIVE DUTY AND TAX FREE CONCESSION
AT MIAMI INTERNATIONAL AIRPORT

RFP NO. MDAD-03-04

SUMMARY MINUTES OF PUBLIC HEARING
MONDAY, JUNE 6, 2005

The following Evaluation/Selection Committee members met on June 6, 2005 at the Miami-Dade Aviation Department, Miami International Airport Hotel, Concourse E, 7th Floor, Conference Room E & F to hear presentations from interested proposers and conclude the Committee selection of a firm for the RFP for the Non-Exclusive Duty and Tax Free Concession at Miami International Airport project:

EVALUATION/SELECTION COMMITTEE

Lenora Allen-Johnson, MDAD (Non-voting, Chairperson)
Douglas Jorge, MDAD
Dr. Patricia Ryan, MDAD
Frank Talleda, MDT
Teresa Sands, DBD
Maggie Tawil, PR
William Talbert, Greater Miami Convention and Visitor's Bureau

SUPPORT STAFF

Roy Wood, CAO
Marie Clark-Vincent, MDAD
Howard Gregory, MDAD
AnaMaria Saks, MDAD
Sherri Ransom-Johnson, MDAD

Ms. Lenora Allen-Johnson, Chairperson, opened the public meeting with the introduction of the Selection Committee members and followed with oral presentations from the proposers listed below.

FIRMS	SPEAKERS
DUTY FREE AMERICAS MIAMI LLC	Simon Falic
	Jerome Falic
	Leon Falic
	Michael Dinar
	Stacey Burch
	Joseph Kearney
	Joel Epstein
	Victor Mendez
	John Luksic
	Nelson Cartegena
SUB-TENANTS:	
Concourse Concessions	Bettye Dixon
	Apryl Stewart
	Simeon Stewart
Becker & Poliakoff	Alan Becker
Adorno & Yoss	Miguel Diaz de la Portilla

FIRMS	SPEAKERS
DUFRY MIAMI RETAIL PARTNERSHIP	Jose H. Gonzalez
	Jonathan Potash
	Luis Otaola
	Patricia Moore
	Greg Shill
	Bernd Hoeller
SUB-TENANTS **MIAP**	Rosa Terner
CEI	Gary Clarke
MIAMI DUTY FREE LLC	
Nuance	Richard Rendek
	John Menchella
	Paul Mcleod
	Kathy Kendall
DFASS	Bernard Klepach
	John Garner
	Marc Gonzalez
Puryear, Inc.	Albert Dotson
Bright Additions, Inc.	Cirilo Rodriguez
Franklin & Wilson Airport Concessions. Inc.	David Franklin
WORLDWIDE DUTY FREE RETAILER, LLC	
Brasif Duty Free Shop	Gustavo Fagundes
	Luisa Nunes
Brasif Services, Inc.	Fabiano Vivacqua
	Victor Garcia
	Ernesto Cruz
Brasif Group	Santos Fagundes
SUB-TENANTS	
DB Travel Retailer LLC	Eduardo Pereira
Duty Free World, Inc.	Mayra del Valle
Miami To Go, Inc.	Leylani Cardoso
	Carole Ann Taylor
	Roberta Dixon
	Jaesyn Mixon
EAD Management Group	Daniel Daly
Ruden McClosky	Ronald Shapo

All of the above listed proposers representatives registered as lobbyists specifically for this oral presentation pursuant to the requirements of Section 2-11. 1 (s) of the Miami-Dade County Code. The Committee members proceeded to discuss the qualifications of each firm in relation to the required services, taking into consideration the weighted evaluation factors identified in the RFP.

During oral presentations, the Committee members received clarification from the Proposers in detail regarding the information contained in their submittal packages. The ranking process consisted of two (2) parts as follows: Technical Proposal (Part A) and after the ranking of Part A, Technical Proposal (max of 750 points) per voting Committee member, the Committee proceeded to Part B, Minimum Annual Guarantee Proposal maximum points (maximum of 250 points) per voting Committee member.

The Committee members then proceeded to individually rank the proposers in their order of preference based on technical (Part A) and price (Part B) as shown on the attached tabulation sheet and after the overall rankings were tabulated, the following action was taken:

Moved: Dr. Patricia Ryan

Motion: To recommend the firm of Duty Free Americas Miami LLC to the County Manager for the negotiation of a Lease and Concession Agreement for the subject project.

Seconded: Teresa Sands

Action: Unanimously adopted

The following is the negotiation team recommended by the Selection Committee:

- Dr. Patricia Ryan
- Douglas Jorge
- William Talbert

The project has a 30% DBE goal. The Commitee considered the selection criteria stipulated in the Request for Proposal in formulating its recommendation of the best qualified proposer to provide the desired services.

Lenora Allen-Johnson
Chairperson

MIAMI-DADE AVIATION DEPARTMENT
REQUEST FOR PROPOSALS FOR DUTY AND TAX FREE CONCESSION AT MIAMI INTERNATIONAL AIRPORT
RFP NO. MDAD-03-04
OVERALL RESULTS
6-Jun-05

FIRM	SCORE INDIVIDUAL EVALUATORS						(A)	(B)	(C)	(D)	(E)	(A+D)	
	1	2	3	4	5	6	TOTAL TECH. POINTS	RANK BASED ON TECH.	PRICE (MAG)	*POINTS BASED ON PRICE (MAG)	RANK BASED ON PRICE	ADJ. SCORE	OVERALL COMM. ADJ. RANKING
Duty Free Americas Miami LLC	655	690	650	620	676	678	3969	1	20,018,770	1,500.00	1	5,469.00	1
Dufry Miami Retail Partnership	615	685	500	605	581	658	3644	4	18,550,000	1,395.00	2	5,039.00	2
Worldwide Duty Free Retailer LLC	600	715	675	610	679	663	3942	2	11,240,000	855.00	3	4,797.00	3
Miami Duty Free LLC/Nuance Group	645	705	625	619	673	663	3930	3	11,000,000	825.00	4	4,755.00	4

EVALUATORS

Lenora Allen-Johnson, MDAD (Chairperson) NON-VOTING
1. Patricia Ryan, MDAD
2. Douglas Jorge, MDAD
3. William Talbert, Greater Miami Convention and Visitor's Bureau
4. Frank Talleda, MDT
5. Teresa Sands, DBD
6. Maggie Tawil, PR

*Refer to Section 9, Subsection V
formula as listed in this Section of the RFP

MIAMI-DADE AVIATION DEPARTMENT
REQUEST FOR PROPOSAL FOR NON-EXCLUSIVE DUTY AND TAX FREE CONCESSION AT MIAMI INTERNATIONAL AIRPORT
RFP-MDAD-03-04
JUNE 6,2005
MINIMUM ANNUAL GUARANTEE PROPOSAL EVALUATION

Example Score: (Proposer proposed MAG + Highest proposed MAG) x 250 (Total Points for MAG) = MAG Score
(The 250 points were multiplied x 6 representing each committee member present at the public hearing meeting) for a total of 1500 points

Miami Duty Free LLC	11,000,000 (Proposer Proposed MAG	÷	20,018,770 (Highest proposed MAG)	=	.55	x	1500 Total Points for MAG	=	825 MAG Score
Duty Free Americas Miami LLC	20,018,770 (Proposer Proposed MAG	÷	20,018,770 (Highest proposed MAG)	=	1	x	1500 Total Points for MAG	=	1500 MAG Score
Dufry Miami Retail Partnership	18,550,000 (Proposer Proposed MAG	÷	20,018,770 (Highest proposed MAG)	=	.93	x	1500 Total Points for MAG	=	1395 MAG Score
Worldwide Duty Free Retailer LLC	11,240,000 (Proposer Proposed MAG	÷	20,018,770 (Highest proposed MAG)	=	.57	x	1500 Total Points for MAG	=	855 MAG Score

MIAMI-DADE AVIATION DEPARTMENT

REQUEST FOR PROPOSAL NON-EXCLUSIVE DUTY AND TAX FREE CONCESSION

AT MIAMI INTERNATIONAL AIRPORT

RFP-MDAD-03-04
6-Jun-05

DUTY FREE AMERICAS MIAMI LLC

EVALUATOR: Patricia Ryan

EVALUATION FACTORS	MAX. POINT RANGE
Financial Capacity to Perform/Financing	50
POINTS ASSIGNED	**40**
Experience and Qualifications	200
POINTS ASSIGNED	**165**
Developing, Designing and Constructing a. Merchandising, Design and Layout Plan b. Facilities Design and Construction Coordination	200
POINTS ASSIGNED	**175**
DBE Plan	100
POINTS ASSIGNED	**100**
Managing, Operating and Maintaining a. Facility Maintenance and Operations Plan b. Management Plan	200
POINTS ASSIGNED	**175**
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE):	**655**

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MIAMI-DADE AVIATION DEPARTMENT

REQUEST FOR PROPOSAL NON-EXCLUSIVE DUTY AND TAX FREE CONCESSION

AT MIAMI INTERNATIONAL AIRPORT

RFP-MDAD-03-04
6-Jun-05

DUTY FREE AMERICAS MIAMI LLC

EVALUATOR: Douglas Jorge

EVALUATION FACTORS	MAX. POINT RANGE
Financial Capacity to Perform/Financing	50
POINTS ASSIGNED	**45**
Experience and Qualifications	200
POINTS ASSIGNED	**175**
Developing, Designing and Constructing a. Merchandising, Design and Layout Plan b. Facilities Design and Construction Coordination	200
POINTS ASSIGNED	**190**
DBE Plan	100
POINTS ASSIGNED	**100**
Managing, Operating and Maintaining a. Facility Maintenance and Operations Plan b. Management Plan	200
POINTS ASSIGNED	**180**
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE):	**690**

MIAMI-DADE AVIATION DEPARTMENT

REQUEST FOR PROPOSAL NON-EXCLUSIVE DUTY AND TAX FREE CONCESSION

AT MIAMI INTERNATIONAL AIRPORT

RFP-MDAD-03-04
6-Jun-05

DUTY FREE AMERICAS MIAMI LLC

EVALUATOR: William Talbert III

EVALUATION FACTORS	MAX. POINT RANGE
Financial Capacity to Perform/Financing	50
POINTS ASSIGNED	**40**
Experience and Qualifications	200
POINTS ASSIGNED	**175**
Developing, Designing and Constructing a. Merchandising, Design and Layout Plan b. Facilities Design and Construction Coordination	200
POINTS ASSIGNED	**175**
DBE Plan	100
POINTS ASSIGNED	**80**
Managing, Operating and Maintaining a. Facility Maintenance and Operations Plan b. Management Plan	200
POINTS ASSIGNED	**180**
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE):	**650**

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MIAMI-DADE AVIATION DEPARTMENT

REQUEST FOR PROPOSAL NON-EXCLUSIVE DUTY AND TAX FREE CONCESSION

AT MIAMI INTERNATIONAL AIRPORT

RFP-MDAD-03-04
6-Jun-05

DUTY FREE AMERICAS MIAMI LLC

EVALUATOR: Frank Talleda

EVALUATION FACTORS	MAX. POINT RANGE
Financial Capacity to Perform/Financing	50
POINTS ASSIGNED	**45**
Experience and Qualifications	200
POINTS ASSIGNED	**185**
Developing, Designing and Constructing a. Merchandising, Design and Layout Plan b. Facilities Design and Construction Coordination	200
POINTS ASSIGNED	**180**
DBE Plan	100
POINTS ASSIGNED	**30**
Managing, Operating and Maintaining a. Facility Maintenance and Operations Plan b. Management Plan	200
POINTS ASSIGNED	**180**
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE):	**620**

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MIAMI-DADE AVIATION DEPARTMENT

REQUEST FOR PROPOSAL NON-EXCLUSIVE DUTY AND TAX FREE CONCESSION

AT MIAMI INTERNATIONAL AIRPORT

RFP-MDAD-03-04
6-Jun-05

DUTY FREE AMERICAS MIAMI LLC

EVALUATOR: Teresa Sands

EVALUATION FACTORS	MAX. POINT RANGE
Financial Capacity to Perform/Financing	50
POINTS ASSIGNED	**46**
Experience and Qualifications	200
POINTS ASSIGNED	**189**
Developing, Designing and Constructing a. Merchandising, Design and Layout Plan b. Facilities Design and Construction Coordination	200
POINTS ASSIGNED	**180**
DBE Plan	100
POINTS ASSIGNED	**72**
Managing, Operating and Maintaining a. Facility Maintenance and Operations Plan b. Management Plan	200
POINTS ASSIGNED	**189**
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE):	**676**

MIAMI-DADE AVIATION DEPARTMENT

REQUEST FOR PROPOSAL NON-EXCLUSIVE DUTY AND TAX FREE CONCESSION

AT MIAMI INTERNATIONAL AIRPORT

RFP-MDAD-03-04
6-Jun-05

DUTY FREE AMERICAS MIAMI LLC

EVALUATOR: Maggie Tawil

EVALUATION FACTORS	MAX. POINT RANGE
Financial Capacity to Perform/Financing	50
POINTS ASSIGNED	**48**
Experience and Qualifications	200
POINTS ASSIGNED	**180**
Developing, Designing and Constructing a. Merchandising, Design and Layout Plan b. Facilities Design and Construction Coordination	200
POINTS ASSIGNED	**180**
DBE Plan	100
POINTS ASSIGNED	**90**
Managing, Operating and Maintaining a. Facility Maintenance and Operations Plan b. Management Plan	200
POINTS ASSIGNED	**180**
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE):	**678**

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MIAMI-DADE AVIATION DEPARTMENT

REQUEST FOR PROPOSAL NON-EXCLUSIVE DUTY AND TAX FREE CONCESSION

AT MIAMI INTERNATIONAL AIRPORT

RFP-MDAD-03-04
6-Jun-05

DUFRY MIAMI RETAIL PARTNERSHIP

EVALUATOR: Patricia Ryan

EVALUATION FACTORS	MAX. POINT RANGE
Financial Capacity to Perform/Financing	50
POINTS ASSIGNED	**40**
Experience and Qualifications	200
POINTS ASSIGNED	**165**
Developing, Designing and Constructing a. Merchandising, Design and Layout Plan b. Facilities Design and Construction Coordination	200
POINTS ASSIGNED	**160**
DBE Plan	100
POINTS ASSIGNED	**100**
Managing, Operating and Maintaining a. Facility Maintenance and Operations Plan b. Management Plan	200
POINTS ASSIGNED	**150**
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE):	**615**

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MIAMI-DADE AVIATION DEPARTMENT

REQUEST FOR PROPOSAL NON-EXCLUSIVE DUTY AND TAX FREE CONCESSION

AT MIAMI INTERNATIONAL AIRPORT

RFP-MDAD-03-04
6-Jun-05

DUFRY MIAMI RETAIL PARTNERSHIP

EVALUATOR: Douglas Jorge

EVALUATION FACTORS	MAX. POINT RANGE
Financial Capacity to Perform/Financing	50
POINTS ASSIGNED	**45**
Experience and Qualifications	200
POINTS ASSIGNED	**185**
Developing, Designing and Constructing a. Merchandising, Design and Layout Plan b. Facilities Design and Construction Coordination	200
POINTS ASSIGNED	**175**
DBE Plan	100
POINTS ASSIGNED	**100**
Managing, Operating and Maintaining a. Facility Maintenance and Operations Plan b. Management Plan	200
POINTS ASSIGNED	**180**
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE):	**685**

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MIAMI-DADE AVIATION DEPARTMENT

REQUEST FOR PROPOSAL NON-EXCLUSIVE DUTY AND TAX FREE CONCESSION

AT MIAMI INTERNATIONAL AIRPORT

RFP-MDAD-03-04
6-Jun-05

DUFRY MIAMI RETAIL PARTNERSHIP

EVALUATOR: William Talbert, III

EVALUATION FACTORS	MAX. POINT RANGE
Financial Capacity to Perform/Financing	50
POINTS ASSIGNED	**40**
Experience and Qualifications	200
POINTS ASSIGNED	**150**
Developing, Designing and Constructing a. Merchandising, Design and Layout Plan b. Facilities Design and Construction Coordination	200
POINTS ASSIGNED	**125**
DBE Plan	100
POINTS ASSIGNED	**60**
Managing, Operating and Maintaining a. Facility Maintenance and Operations Plan b. Management Plan	200
POINTS ASSIGNED	**125**
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE):	**500**

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MIAMI-DADE AVIATION DEPARTMENT

REQUEST FOR PROPOSAL NON-EXCLUSIVE DUTY AND TAX FREE CONCESSION

AT MIAMI INTERNATIONAL AIRPORT

RFP-MDAD-03-04
6-Jun-05

DUFRY MIAMI RETAIL PARTNERSHIP

EVALUATOR: Frank Talleda

EVALUATION FACTORS	MAX. POINT RANGE
Financial Capacity to Perform/Financing	50
POINTS ASSIGNED	**45**
Experience and Qualifications	200
POINTS ASSIGNED	**175**
Developing, Designing and Constructing a. Merchandising, Design and Layout Plan b. Facilities Design and Construction Coordination	200
POINTS ASSIGNED	**175**
DBE Plan	100
POINTS ASSIGNED	**30**
Managing, Operating and Maintaining a. Facility Maintenance and Operations Plan b. Management Plan	200
POINTS ASSIGNED	**180**
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE):	**605**

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MIAMI-DADE AVIATION DEPARTMENT

REQUEST FOR PROPOSAL NON-EXCLUSIVE DUTY AND TAX FREE CONCESSION

AT MIAMI INTERNATIONAL AIRPORT

RFP-MDAD-03-04
6-Jun-05

DUFRY MIAMI RETAIL PARTNERSHIP

EVALUATOR: Teresa Sands

EVALUATION FACTORS	MAX. POINT RANGE
Financial Capacity to Perform/Financing	50
POINTS ASSIGNED	**40**
Experience and Qualifications	200
POINTS ASSIGNED	**174**
Developing, Designing and Constructing a. Merchandising, Design and Layout Plan b. Facilities Design and Construction Coordination	200
POINTS ASSIGNED	**151**
DBE Plan	100
POINTS ASSIGNED	**60**
Managing, Operating and Maintaining a. Facility Maintenance and Operations Plan b. Management Plan	200
POINTS ASSIGNED	**156**
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE):	**581**

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MIAMI-DADE AVIATION DEPARTMENT

REQUEST FOR PROPOSAL NON-EXCLUSIVE DUTY AND TAX FREE CONCESSION

AT MIAMI INTERNATIONAL AIRPORT

RFP-MDAD-03-04
6-Jun-05

DUFRY MIAMI RETAIL PARTNERSHIP

EVALUATOR: Maggie Tawil

EVALUATION FACTORS	MAX. POINT RANGE
Financial Capacity to Perform/Financing	50
POINTS ASSIGNED	**48**
Experience and Qualifications	200
POINTS ASSIGNED	**175**
Developing, Designing and Constructing a. Merchandising, Design and Layout Plan b. Facilities Design and Construction Coordination	200
POINTS ASSIGNED	**175**
DBE Plan	100
POINTS ASSIGNED	**90**
Managing, Operating and Maintaining a. Facility Maintenance and Operations Plan b. Management Plan	200
POINTS ASSIGNED	**170**
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE):	**658**

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MIAMI-DADE AVIATION DEPARTMENT

REQUEST FOR PROPOSAL NON-EXCLUSIVE DUTY AND TAX FREE CONCESSION

AT MIAMI INTERNATIONAL AIRPORT

RFP-MDAD-03-04
6-Jun-05

WORLDWIDE DUTY FREE RETAILER, LLC

EVALUATOR: Patricia Ryan

EVALUATION FACTORS	MAX. POINT RANGE
Financial Capacity to Perform/Financing	50
POINTS ASSIGNED	**40**
Experience and Qualifications	200
POINTS ASSIGNED	**160**
Developing, Designing and Constructing a. Merchandising, Design and Layout Plan b. Facilities Design and Construction Coordination	200
POINTS ASSIGNED	**140**
DBE Plan	100
POINTS ASSIGNED	**100**
Managing, Operating and Maintaining a. Facility Maintenance and Operations Plan b. Management Plan	200
POINTS ASSIGNED	**160**
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE):	**660**

MIAMI-DADE AVIATION DEPARTMENT

REQUEST FOR PROPOSAL NON-EXCLUSIVE DUTY AND TAX FREE CONCESSION

AT MIAMI INTERNATIONAL AIRPORT

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6-Jun-05

WORLDWIDE DUTY FREE RETAILER, LLC

EVALUATOR: Douglas Jorge

EVALUATION FACTORS	MAX. POINT RANGE
Financial Capacity to Perform/Financing	50
POINTS ASSIGNED	**50**
Experience and Qualifications	200
POINTS ASSIGNED	**190**
Developing, Designing and Constructing a. Merchandising, Design and Layout Plan b. Facilities Design and Construction Coordination	200
POINTS ASSIGNED	**100**
DBE Plan	100
POINTS ASSIGNED	**100**
Managing, Operating and Maintaining a. Facility Maintenance and Operations Plan b. Management Plan	200
POINTS ASSIGNED	**185**
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE):	**715**

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MIAMI-DADE AVIATION DEPARTMENT

REQUEST FOR PROPOSAL NON-EXCLUSIVE DUTY AND TAX FREE CONCESSION

AT MIAMI INTERNATIONAL AIRPORT

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6-Jun-05

WORLDWIDE DUTY FREE RETAILER, LLC

EVALUATOR: William Talbert III

EVALUATION FACTORS	MAX. POINT RANGE
Financial Capacity to Perform/Financing	50
POINTS ASSIGNED	**40**
Experience and Qualifications	200
POINTS ASSIGNED	**180**
Developing, Designing and Constructing a. Merchandising, Design and Layout Plan b. Facilities Design and Construction Coordination	200
POINTS ASSIGNED	**175**
DBE Plan	100
POINTS ASSIGNED	**90**
Managing, Operating and Maintaining a. Facility Maintenance and Operations Plan b. Management Plan	200
POINTS ASSIGNED	**190**
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE):	**675**

MIAMI-DADE AVIATION DEPARTMENT

REQUEST FOR PROPOSAL NON-EXCLUSIVE DUTY AND TAX FREE CONCESSION

AT MIAMI INTERNATIONAL AIRPORT

RFP-MDAD-03-04
6-Jun-05

WORLDWIDE DUTY FREE RETAILER, LLC

EVALUATOR: Frank Talleda

EVALUATION FACTORS	MAX. POINT RANGE
Financial Capacity to Perform/Financing	50
POINTS ASSIGNED	**45**
Experience and Qualifications	200
POINTS ASSIGNED	**175**
Developing, Designing and Constructing a. Merchandising, Design and Layout Plan b. Facilities Design and Construction Coordination	200
POINTS ASSIGNED	**175**
DBE Plan	100
POINTS ASSIGNED	**30**
Managing, Operating and Maintaining a. Facility Maintenance and Operations Plan b. Management Plan	200
POINTS ASSIGNED	**185**
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE):	**610**

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MIAMI-DADE AVIATION DEPARTMENT

REQUEST FOR PROPOSAL NON-EXCLUSIVE DUTY AND TAX FREE CONCESSION

AT MIAMI INTERNATIONAL AIRPORT

RFP-MDAD-03-04
6-Jun-05

WORLDWIDE DUTY FREE RETAILER, LLC

EVALUATOR: Teresa Sands

EVALUATION FACTORS	MAX. POINT RANGE
Financial Capacity to Perform/Financing	50
POINTS ASSIGNED	**46**
Experience and Qualifications	200
POINTS ASSIGNED	**187**
Developing, Designing and Constructing a. Merchandising, Design and Layout Plan b. Facilities Design and Construction Coordination	200
POINTS ASSIGNED	**180**
DBE Plan	100
POINTS ASSIGNED	**82**
Managing, Operating and Maintaining a. Facility Maintenance and Operations Plan b. Management Plan	200
POINTS ASSIGNED	**184**
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE):	**679**

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MIAMI-DADE AVIATION DEPARTMENT

REQUEST FOR PROPOSAL NON-EXCLUSIVE DUTY AND TAX FREE CONCESSION

AT MIAMI INTERNATIONAL AIRPORT

RFP-MDAD-03-04
6-Jun-05

WORLDWIDE DUTY FREE RETAILER, LLC

EVALUATOR: Maggie Tawil

EVALUATION FACTORS	MAX. POINT RANGE
Financial Capacity to Perform/Financing	50
POINTS ASSIGNED	**48**
Experience and Qualifications	200
POINTS ASSIGNED	**175**
Developing, Designing and Constructing a. Merchandising, Design and Layout Plan b. Facilities Design and Construction Coordination	200
POINTS ASSIGNED	**175**
DBE Plan	100
POINTS ASSIGNED	**90**
Managing, Operating and Maintaining a. Facility Maintenance and Operations Plan b. Management Plan	200
POINTS ASSIGNED	**175**
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE):	**663**

MIAMI-DADE AVIATION DEPARTMENT

REQUEST FOR PROPOSAL NON-EXCLUSIVE DUTY AND TAX FREE CONCESSION

AT MIAMI INTERNATIONAL AIRPORT

RFP-MDAD-03-04
6-Jun-05

MIAMI DUTY FREE LLC

EVALUATOR: Patricia Ryan

EVALUATION FACTORS	MAX. POINT RANGE
Financial Capacity to Perform/Financing	50
POINTS ASSIGNED	**40**
Experience and Qualifications	200
POINTS ASSIGNED	**160**
Developing, Designing and Constructing a. Merchandising, Design and Layout Plan b. Facilities Design and Construction Coordination	200
POINTS ASSIGNED	**175**
DBE Plan	100
POINTS ASSIGNED	**100**
Managing, Operating and Maintaining a. Facility Maintenance and Operations Plan b. Management Plan	200
POINTS ASSIGNED	**170**
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE):	**645**

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MIAMI-DADE AVIATION DEPARTMENT

REQUEST FOR PROPOSAL NON-EXCLUSIVE DUTY AND TAX FREE CONCESSION

AT MIAMI INTERNATIONAL AIRPORT

RFP-MDAD-03-04
6-Jun-05

MIAMI DUTY FREE LLC

EVALUATOR: Douglas Jorge

EVALUATION FACTORS	MAX. POINT RANGE
Financial Capacity to Perform/Financing	50
POINTS ASSIGNED	**50**
Experience and Qualifications	200
POINTS ASSIGNED	**185**
Developing, Designing and Constructing a. Merchandising, Design and Layout Plan b. Facilities Design and Construction Coordination	200
POINTS ASSIGNED	**190**
DBE Plan	100
POINTS ASSIGNED	**100**
Managing, Operating and Maintaining a. Facility Maintenance and Operations Plan b. Management Plan	200
POINTS ASSIGNED	**180**
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE):	**705**

MIAMI-DADE AVIATION DEPARTMENT

REQUEST FOR PROPOSAL NON-EXCLUSIVE DUTY AND TAX FREE CONCESSION

AT MIAMI INTERNATIONAL AIRPORT

RFP-MDAD-03-04
6-Jun-05

MIAMI DUTY FREE LLC

EVALUATOR: William Talbert III

EVALUATION FACTORS	MAX. POINT RANGE
Financial Capacity to Perform/Financing	50
POINTS ASSIGNED	**40**
Experience and Qualifications	200
POINTS ASSIGNED	**175**
Developing, Designing and Constructing a. Merchandising, Design and Layout Plan b. Facilities Design and Construction Coordination	200
POINTS ASSIGNED	**180**
DBE Plan	100
POINTS ASSIGNED	**50**
Managing, Operating and Maintaining a. Facility Maintenance and Operations Plan b. Management Plan	200
POINTS ASSIGNED	**180**
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE):	**625**

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MIAMI-DADE AVIATION DEPARTMENT

REQUEST FOR PROPOSAL NON-EXCLUSIVE DUTY AND TAX FREE CONCESSION

AT MIAMI INTERNATIONAL AIRPORT

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6-Jun-05

MIAMI DUTY FREE LLC

EVALUATOR: Frank Talleda

EVALUATION FACTORS	MAX. POINT RANGE
Financial Capacity to Perform/Financing	50
POINTS ASSIGNED	**45**
Experience and Qualifications	200
POINTS ASSIGNED	**175**
Developing, Designing and Constructing a. Merchandising, Design and Layout Plan b. Facilities Design and Construction Coordination	200
POINTS ASSIGNED	**175**
DBE Plan	100
POINTS ASSIGNED	**49**
Managing, Operating and Maintaining a. Facility Maintenance and Operations Plan b. Management Plan	200
POINTS ASSIGNED	**175**
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE):	**619**

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MIAMI-DADE AVIATION DEPARTMENT

REQUEST FOR PROPOSAL NON-EXCLUSIVE DUTY AND TAX FREE CONCESSION

AT MIAMI INTERNATIONAL AIRPORT

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6-Jun-05

MIAMI DUTY FREE LLC

EVALUATOR: Teresa Sands

EVALUATION FACTORS	MAX. POINT RANGE
Financial Capacity to Perform/Financing	50
POINTS ASSIGNED	**45**
Experience and Qualifications	200
POINTS ASSIGNED	**184**
Developing, Designing and Constructing a. Merchandising, Design and Layout Plan b. Facilities Design and Construction Coordination	200
POINTS ASSIGNED	**183**
DBE Plan	100
POINTS ASSIGNED	**80**
Managing, Operating and Maintaining a. Facility Maintenance and Operations Plan b. Management Plan	200
POINTS ASSIGNED	**181**
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE):	**673**

MIAMI-DADE AVIATION DEPARTMENT

REQUEST FOR PROPOSAL NON-EXCLUSIVE DUTY AND TAX FREE CONCESSION

AT MIAMI INTERNATIONAL AIRPORT

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6-Jun-05

MIAMI DUTY FREE LLC

EVALUATOR: Maggie Tawil

EVALUATION FACTORS	MAX. POINT RANGE
Financial Capacity to Perform/Financing	50
POINTS ASSIGNED	**48**
Experience and Qualifications	200
POINTS ASSIGNED	**175**
Developing, Designing and Constructing a. Merchandising, Design and Layout Plan b. Facilities Design and Construction Coordination	200
POINTS ASSIGNED	**175**
DBE Plan	100
POINTS ASSIGNED	**90**
Managing, Operating and Maintaining a. Facility Maintenance and Operations Plan b. Management Plan	200
POINTS ASSIGNED	**175**
TOTAL TECHNICAL PROPOSAL MAXIMUM POINTS (BASE):	**663**

Clerk's Copy

LEASE AND CONCESSION

AGREEMENT BY AND BETWEEN

MIAMI-DADE COUNTY, FLORIDA

AND

DUTY FREE AMERICAS MIAMI, LLC

CONCESSIONAIRE

DUTY AND TAX FREE CONCESSION

AT

MIAMI INTERNATIONAL AIRPORT

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Exhibit B – Surety Performance and Payment Bond
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Exhibit D – MAG and Rent Performance Bond
Exhibit E – Retail Concessions Design Guidelines
Exhibit F – Tenant Airport Construction (Tenant Airport Non-Reimbursable Procedures (TAC-N) and Tenant Airport Reimbursable Procedures (TAC-R))
Exhibit G – Independent Audit's Report
Exhibit H – Single Execution Affidavits and Condition of Award Requirements
Exhibit I – Monthly Report of Gross Revenues
Exhibit J – Prohibited Items List
Exhibit K – Commercial Operations Tenant Handbook
Exhibit L – Standards of Operation

DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended.

The terms **"Agreement"** shall mean this Lease and Concession Agreement including all exhibits and attachments thereto and a part thereof entered into by the County and the Concessionaire.

The term **"Airport"** shall mean Miami International Airport.

The term **"Approved Improvements"** are the improvements to a Location which have been approved by the Department which may include the design, engineering, construction, equipment, fixtures, flooring, signage and the like.

The term **"Approved Locations "** shall mean those locations listed in Exhibit A, "Concession Locations".

The term **"As Is"** shall mean those Locations that have been identified "As Is" which will be operated until such time the space is required by the Department.

The term **"Base Building Work"** shall mean the sub-flooring, ceiling structure, demising walls, utilities infrastructure and other base building improvements, structures and fixtures which the County installs or causes to be installed in the terminal building. Base Building Work includes delivery of portions of the Locations, other than As Is Locations, in Shell Condition.

The term **"Beneficial Occupancy"** shall mean the date when the Concessionaire has received a Certificate of Occupancy.

The term **"Board"** shall mean Board of County Commissioners of Miami-Dade County.

The term **"Capital Improvement Program" or "CIP"** shall mean the Airport's construction program that will involve the refurbishment of terminal interiors, airline relocations, changes in access to the terminal and concourses, construction of new concession locations, and other improvements throughout the Airport.

The term **"Central Terminal"** shall mean the area of the terminal building and concourses, within the central part of the terminal area, landside or airside, which is now known as Concourses E-G.

The term **"Code"** shall mean the Code of Miami-Dade County, Florida.

The term **"Common Logistics Fee"** shall mean an amount to be invoiced as a separate line item and collected from any Sub-tenants by the Concessionaire for common logistical support services.

The term **"Concessionaire"** shall mean the person, firm, or entity that enters into this Lease and Concession Agreement with the County.

The term **"Consumer Price Index" or "CPI"** shall mean that index published by the United States Department of Labor, Bureau of Labor Statistics known as the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. Cities Average: All items.

The term **"County"** shall mean Miami-Dade County, Florida, a political subdivision of the State of Florida.

The term **"Department" or "MDAD"** shall mean the Miami-Dade Aviation Department.

The term **"Director"** shall mean the Director of the Miami-Dade Aviation Department or the Director's designee.

The term **"Disadvantaged Business Enterprises" or "DBE"** shall have the meaning ascribed in Article 14 entitled "Disadvantaged Business Enterprises".

The term **"Duty Free"** shall mean that there has been no addition of State, Local or Provincial Taxes, Federal Import Duties, Federal Excise Taxes or any other type of taxation to the cost of the merchandise.

The term **"Gross Revenues"** as used in this Agreement, means all monies paid or payable to or consideration of determinable value received by the Concessionaire, and/or its approved Sub-tenant(s), in the operation of the duty and tax free concession, including, but not limited to, all off-airport sales by the Concessionaire or any related party of the Concessionaire, advertising revenues less actual media production costs, and retail display allowances, regardless of when or where the order therefore is received, or the goods delivered, or services rendered, whether paid or unpaid, whether on a cash or credit basis or in consideration of any other thing of value provided.

Any sales made by the Concessionaire, or any related party of the Concessionaire, to international passengers departing from Airport, regardless of where the delivery is made, whether such sale is made on airport, off-airport, by catalog or by any other means, shall be considered "Gross Revenues" hereunder.

The term "Gross Revenues" shall not include the following:

A. Any refund given to the customer for returning the item or because of a customer satisfaction issue which must be documented and auditable.
B. Any payments by off-airport permittees for delivery charges.
C. Any promotional rebates received and commission and expense reimbursements at actual cost.

The term **"Initial Minimum Investment"** shall mean the minimum required investment of two hundred dollars per square foot ($200.00 psf) by the Concessionaire per Location for Approved Improvements.

The term **"International Enplanement"** shall mean an airline passenger(s) who departs MIA to an international destination.

The term **"Lease Effective Date"** shall mean the tenth (10th) business day after the date of execution by the County Manager and attestation by the Clerk of the Board that the Award Recommendation for the Agreement has been approved by the County Commission and that such action has not been vetoed or reconsidered with the time allowed therefore.

The term **"Location(s)"** shall mean those duty and tax free Locations as depicted on Exhibit A, "Concession Location".

The term **"Location Commencement Date"** shall mean for each Location, the earlier of the date of Beneficial Occupancy or 180 days after the Turnover Date.

The term "**North Terminal**" shall mean the area of the terminal building and concourses, within the north part of the terminal area, landside or airside now known as Concourses A-D.

The term **"Refurbishment of Locations"** shall mean the refurbishment and expenditure by the Concessionaire or its Sub-tenants of not less than fifty dollars per square foot ($50psf) for Approved Improvements no less than five (5) years after the Location Commencement Date.

The term **"Request for Proposal" or "RFP"** shall mean the RFP No. MDAD-03-04, and all associated Addenda, Exhibits, Forms, Affidavits and Attachments.

The term **"Retail Concession Design Guidelines"** shall mean MIA's distinct design guidelines in the North, Central, and South Terminal as set forth in Exhibit E.

The term **"Shell Condition"** shall mean smooth concrete floors, demising studs and walls, and the utility services listed below (conduits, lines, pipes, etc.) stubbed to the lease lines of each Location or area immediately adjacent thereto for electric, telephone and data communications, heating ventilating and air conditioning systems including ducts ("HVAC"), fire alarm system and fire sprinkler system.

The term "**Small Business**" shall mean a business with annual gross sales of three million dollars ($3,000,000.00) or less, regardless of the number of employees, and with its principal place of business in Miami-Dade County, Florida. (Ord. No. 79-35 Paragraph 2, 6-5-79)

The term "**South Terminal**" shall mean the area of the terminal building and concourses, within the south part of the terminal area, landside or airside which is now known as Concourse H, and a new J Concourse and connecting concession and public locations.

The term **"State"** shall mean the State of Florida.

The term **"Sublease"** shall `mean the contractual agreement between the Concessionaire and its Sub-tenant.

The term **"Sub-tenant"** shall mean any person, firm, entity or organization, entering into an agreement with Concessionaire(s) for sale of duty and tax free concession products to the public at the Airport at a Location.

The term **"Tax Free"** shall mean merchandise purchased from a duty free store which is free of duty and tax for the country in which the duty free store is located. All tax free merchandise purchased from a duty free store must be exported from the country of purchase.

The term **"TSA"** shall mean the United States Transportation Security Administration, and any successor agency, office or department thereto.

The term "**Turnover Date**" shall mean the date approved by the Department for the Concessionaire to commence construction of a Location.

LEASE AND CONCESSION AGREEMENT FOR A NON-EXCLUSIVE DUTY AND TAX FREE CONCESSION AT MIAMI INTERNATIONAL AIRPORT

THIS LEASE AND CONCESSION AGREEMENT is made and entered into as of this _____ day of _____, 200__, by and between MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida and **Duty Free Americas Miami, LLC**, ("Concessionaire"), a Florida Corporation authorized to do business in the State of Florida.

RECITALS:

WHEREAS, the County is the owner of and operates Miami International Airport through the County's Miami-Dade Aviation Department; and

WHEREAS, the concessions program is designed to provide first class duty and tax free stores; offering the highest level of service for the international traveling public at competitive services; and

WHEREAS, Request for Proposal, RFP No. MDAD-03-04 was issued by the Department and in response to the Request for Proposal, the County received proposals and an award has been made to the Concessionaire,

NOW, THEREFORE, in consideration of the Locations, Agreements, and the mutual covenants herein contained, the parties agree as follows:

ARTICLE 1
TERM, EXTENSION AND LOCATIONS

1.01 TERM: The Department hereby leases to the Concessionaire and the Concessionaire hereby leases from the Department for a term commencing on the Lease Effective Date and shall expire at 11:59 o'clock P.M. on the date ten (10) years from that date of commencement unless sooner terminated. In no event shall this Agreement afford Concessionaire or any other party any right to use or occupy the Locations (or any part thereof) after the expiration or termination of the Agreement without the express written permission of the Director.

1.02 EXTENSION: At the sole discretion of the Department, the existing ten (10) year term may be extended for a maximum of two separate one (1) year terms provided the extension is mutually agreed to by the Department and the Concessionaire in writing.

In the event the Department elects to extend this Agreement, the Concessionaire shall be notified, in writing, no less than one hundred twenty (120) days prior to the expiration of

the existing term. The Concessionaire may elect not to agree to the extension, and, if so, must notify the Department one hundred (100) days prior to the expiration of the existing term of its intent not to agree to the extension. A second one (1) year extension may be established by adherence to the procedures set forth above by extension of the term.

In the event the Department does not give such notice, the Agreement shall expire accordingly.

In the event the Concessionaire is in default, pursuant to Article 12 "Default and Termination by County" grace and cure periods, the Department shall not exercise its rights to extend the Agreement.

1.03 LOCATIONS: There are **12** Locations totaling approximately **35,841** square feet and these are listed below. Refer to Exhibit A, Concession Locations".

- **Phasing of Locations:**

CENTRAL TERMINAL:

Ref#	Location	Square Feet	% of SF	Available	Phase Schedule
6E2180	Term - E	2,043 sf	5	Lease Effective Date	1
6F2636	Term - F	4,572 sf	11	Lease Effective Date	2
6S3290	Conc.- E Sat.	2,043 sf	5	Lease Effective Date	1
6E2778	Conc. - E	946 sf	2	Lease Effective Date	2
6F2850	Conc. - F	2,823 sf	7	Lease Effective Date	2
Total Central Terminal		12,604sf	31%		

NORTH TERMINAL:

Ref#	Location	Square Feet	% of SF	Available
6A2420 (As-Is)	Conc. - A	4,178 sf	10	Lease Effective Date
6D2720 (As-Is)	Conc. - D	712 sf	2	Lease Effective Date
C.36.A	North Zone C6	6,225 sf	15	2005
B.72.A	North Zone B2	2, 531 sf	6	2006
A.110.M.A.	North Zone A	5,922 sf	15	2007
Total North Terminal		19,568sf	48%	

SOUTH TERMINAL:

Ref#	Location	Square Feet	% of SF	Available
H2-DF02	South Conc. H	4,902 sf	12	2006
J2-DF02	South Conc. J	174 sf	.5	2006
J2-DF01	South Conc. J	2,506 sf	6	2006
H2-DF01	South Conc. H	100 sf	. 5	2006
J3-DF01	South Conc. J	1,228 sf	3	2006
Total South Terminal		8,910 sf	22%	

1.04 ADMINISTRATIVE SUPPORT SPACE: In addition to the Locations provided to the Concessionaire in Sub-Article 1.03 "Locations" above, the Department shall also make available to the Concessionaire administrative support space in the amount of approximately 5,868 square feet, ID3E3870, Concourse E, for use by the Concessionaire as

an office (the "Concessionaire's Office"). [Refer to Exhibit A-1, "Duty and Tax Free Support Locations"]

The Concessionaire shall pay monthly rental payments for the Concessionaire's Office at the rate applicable for terminal rental payments and annual adjustments as provided for in Sub-Article 3.05 "Annual Rent".

The Concessionaire's Office may be relocated or replaced, at the Department's sole cost and expense. The replacement space provided by the Department shall be carpeted and have paintable walls, finished ceilings, electrical outlets, telephone lines and light fixtures.

1.05 STORAGE SPACE: The Department shall also make available to the Concessionaire storage space, ID3C1759, Concourse C, 2,552 square feet for use by the concessionaire as storage space. [Refer to Exhibit A-1, "Duty and Tax Free Support Locations"]

1.06 WAREHOUSES: The Department shall also make available to the Concessionaire warehouse spaces depicted in Exhibit A-1 "Duty and Tax Free Support Locations", and listed below to be used by the Concessionaire:

ID3E1839, Concourse E, 10.340 sf

ID3E1775, Concourse E, 1,922 sf

ID6AA11236, Concourse A, 4,447 sf

The Concessionaire shall pay monthly rental payments for the Concessionaire's warehouses at the rate applicable for terminal rental payments and annual adjustments as provided for in Sub-Article 3.05 "Annual Rent".

1.07 ADDITION, DELETION AND MODIFICATION OF LOCATIONS:

A. ADDITION OF PERMANENT LOCATION: If at any time after the Lease Effective Date, the Department, at its sole discretion, identifies any additional Location for concession development in this Agreement, the Department may, but is not required to, offer such additional Location to the Concessionaire upon written notification. The Concessionaire will have thirty (30) calendar days to submit a written response accepting or rejecting the additional Location. Acceptance of any additional Location will require the Department and the Concessionaire to mutually agree upon an applicable duty and tax free concession as described in Exhibit A **"Concession Locations".**

B. ADDITION OF TEMPORARY STORE LOCATION: The Department reserves the right to require the Concessionaire to provide, and cause to be operated, temporary units until such time as the Concessionaire can install permanent locations. Any rents for these locations are subject to the terms of this Agreement. The square footage for these temporary locations shall not be included in the calculation of the Minimum Annual Guarantee pursuant to Sub-Article 3.01, "Minimum Annual Guarantee (MAG)". All such concepts, plans, fixtures,

equipment and merchandising are subject to review and approval by the Department and, to the extent necessary, other County agencies

C. **DELETION OR MODIFICATION OF LOCATIONS:** The Department reserves the right, at its sole discretion, to delete or modify any of the Locations due to Airport development/construction, operational necessity, and security or safety considerations. In the event of such deletion or modification the Concessionaire shall be given no less than: (i) thirty (30) calendar days written notice, for such deletion or modification due to operational necessity, and security or safety considerations; and (ii) sixty (60) calendar days written notice, for such deletion or modification due to development/construction.

The Department shall not be held liable to the Concessionaire or its Sub-tenants (except for reimbursement of the unamortized costs, pursuant to Sub-Article 4.10 "Amortization Schedule") for any inconvenience or loss of business as a result of the deletion or modification of any Locations pursuant to this Sub-Article.

D. **ADMINISTRATIVE REVISIONS:** This Agreement shall be administratively revised to reflect any additions, deletions or modifications to the Locations pursuant to the provisions herein. Such revision will include revised exhibits and appropriate changes to the Locations in Sub-Article 1.03 "Locations" or Sub-Article 1.04 "Administrative Support Space", Sub-Article 1.05 "Storage Space, and Sub-Article 1.06 "Warehouses", and total payments due the Department in accordance with Article 3, "Rentals, Payments and Reports" and Article 2 "Use of Locations".

1.08 NON EXCLUSIVITY: This Agreement is nonexclusive in character and in no way prevents the Department from entering into an agreement with any other parties for the sale or offering of competitive services, products or items by other concessionaires and/or others in other locations at the Airport during the Term of this Agreement. Concessionaire's or its Sub-tenant's use of the Locations or the Airport in general for any purposes other than as specified herein, shall be prohibited unless the Department's prior written approval has been obtained.

1.09 "AS IS" LOCATIONS: Those Concession Locations that have been identified "As Is" will be operated until such time the space is required by the Department. The As-Is location(s) may require a minimum investment of no more than $50.00 per square foot to bring the Location to Department standards.

CONCESSIONAIRE SPECIFICALLY ACKNOWLEDGES AND AGREES THAT THE DEPARTMENT IS SUBLEASING ALL LOCATIONS TO THE CONCESSIONAIRE ON AN "AS IS" BASIS AND THAT THE CONCESSIONAIRE IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM THE DEPARTMENT OR ITS AGENTS, AS TO ANY MATTERS CONCERNING THOSE LOCATIONS including: (i) the quality, nature, adequacy and physical condition and aspects of the Locations, including utility systems; (ii) the existence, quality, nature, adequacy and physical condition of utilities serving the Locations; (iii) the development potential of the Locations, the use of the Locations, and

the habitability, merchantability, or fitness, suitability, value or adequacy of the Locations for any particular purpose; (iv) the zoning or other legal status of the Locations or any other public or private restrictions on use of the Locations; (v) the compliance of the Locations or its operation with any applicable laws, regulations, statutes, ordinances, codes, covenants, conditions, and restrictions of any governmental or quasi-governmental entity or of any other person or entity; (vi) the presence of hazardous materials or industrial wastes on, under or about the Locations; (vii) the quality of any labor and materials used in any improvements on the Locations; (viii) the condition of title to the Locations; (ix) the agreements affecting the Locations; and (x) the Proposal submitted by Concessionaire to the Department, including any statements relating to the potential success or profitability of such Proposal. Concessionaire represents and warrants that it has made an independent investigation of all aspects of its Proposal contemplated by this Agreement. Except as specifically provided in this Agreement, the Concessionaire has satisfied itself as to such suitability and other pertinent matters by the Concessionaire's own inquiries and tests into all matters relevant in determining whether to enter into this Agreement. The Concessionaire accepts the Locations in their existing condition, and hereby expressly agrees that if any remediation or restoration is required in order to conform the Locations to the requirements of applicable law, the Concessionaire assumes sole responsibility for any such work.

1.10 CAPITAL IMPROVEMENT PROGRAM: The Capital Improvement Program (CIP) is currently underway and will involve the refurbishment of terminal interiors, airline relocations, changes in access to the terminal and concourses, construction of new concession Locations, and other improvements that may affect concession operations in the terminal building and on the concourses and access at the curbside or on the airfield. The CIP may affect the operation of the Locations, and **THE DEPARTMENT NEITHER MAKES NOR IMPLIES ANY WARRANTIES AS TO THE EFFECT OF SUCH CAPITAL IMPROVEMENT PROGRAM ON SAID OPERATIONS DURING THE TERM OF THIS AGREEMENT.** The Department shall use reasonable good faith efforts to the extent possible, so as to mitigate any adverse impact on the business operations of Locations that will not be demolished by the CIP.

1.11 REQUEST FOR PROPOSAL INCORPORATED: The Concessionaire acknowledges that it has submitted to the County a Proposal, in response to a Request for Proposal (RFP), that was the basis for the award of this Agreement and upon which the County relied. IN THE EVENT THERE ARE ANY CONFLICTS BETWEEN THIS LEASE AND CONCESSION AGREEMENT AND THE RFP OR THE PROPOSAL, THE TERMS OF SAID AGREEMENT SHALL GOVERN.

ARTICLE 2
USE OF LOCATIONS

2.01 LOCATIONS: The Locations as referenced in Exhibit A, "Concession Locations" shall be used pursuant to Sub-Article 2.02"Use of Locations". Failure to adhere to Sub-Article 2.02 "Use of Locations" may result in penalties as indicated in Sub-Article 3.23 "Penalties".

2.02 USE OF LOCATIONS: The Concessionaire shall have the right, privilege, and obligation to finance, design and construct, lease, manage, operate, and maintain the Locations, depicted in Exhibit A, "Concession Locations", for the purpose of establishing high quality, duty and tax free concessions as approved by the Department.

The Concessionaire shall use the Location(s) provided herein solely for the purpose of operating a nonexclusive duty and tax free concession providing the following services: The Concessionaire shall operate and maintain the stores in a first-class manner and condition and provide in-bond duty and tax free merchandise sales as are needed or desirable for departing international passengers, including intransit. Such merchandise shall include, but is not necessarily limited to, liquor, perfumes, cosmetics, tobacco products, photo/electronics, leather goods, fine china, collectibles, imported gift and fashion items, candies and food products and other types of merchandise sold typically in world-class international duty and tax free stores, both in the U.S. and the rest of the world. It is the intent of this Agreement to provide first class duty and tax free stores offering at all times the highest level of service for the traveling public at competitive prices with other stores locally, and duty and tax free stores, domestically and internationally.

The Concessionaire shall deliver to departing passengers at the passenger loading bridges, or other Locations as may be approved by the Department, merchandise sold by off-airport duty and tax free sales operators in the off-airport duty and tax free sales permit program at Airport, in accordance with Article 5.03 "Delivery of Goods".

The Concessionaire may offer additional duty and tax free related goods and services in the manner provided above, with the prior written approval of the Department. Said Departmental approval may be withheld with stated cause.

2.03 TEMPORARILY ASSIGNED LOCATIONS: The Department may grant to the Concessionaire the right to use various individual locations to be mutually agreed upon as might become available from time to time as temporarily assigned locations. All provisions of the Agreement shall apply to the operation of the temporarily assigned locations.

The Concessionaire shall be permitted to operate such temporarily assigned locations only for the specified permitted use and the specific time period granted by the Department. The granting of the temporarily assigned locations is intended to allow the Concessionaire the opportunity to operate permitted business activities, provide increased customer service levels, and generate revenue to the Department. The Concessionaire shall relinquish the temporarily assigned locations to the Department upon request.

2.04 TURNOVER DEADLINES AND RESPONSIBILITY: The distribution of the Turnover Dates varies within each Location and actual Turnover Dates are contingent on construction progressing as scheduled. The Concessionaire shall not be entitled to any compensation for any change in the Turnover Dates other than the payment of any applicable unamortized investment of the Approved Improvements at the expiration of the Agreement.

2.05 CONCESSIONAIRE SERVICES AND SALES RIGHTS: The Concessionaire shall not allow any services or the sale of any item or product not specifically covered by the categories approved in this Agreement. Any sales by the Concessionaire or Concessionaire's Sub-tenants of services, products, or items not specifically approved herein, in writing by the Department, shall constitute a violation. In the event of such violation, the Concessionaire shall discontinue or cause its Sub-tenants to discontinue the sale or service of the unapproved product immediately, upon written notice from the Department. Failure by Concessionaire or its Sub-tenants to discontinue such sales within 24 hours shall subject the Concessionaire to penalties pursuant to Sub-Article 3.23 "Penalties". Upon the assessment of thirty (30) days of penalties and direction of the Director for a Location operated by a Sub-tenant, the Concessionaire shall tender a notice of default to the Sub-tenant(s) in violation, with copies of said default notice to the Director and pursue all remedies available in law and equity to cease such actions. Failure of the Concessionaire to: (i) notify the Sub-tenant(s) of the default, (ii) pursue all remedies available to cease the unauthorized sales or services shall be an event of default and grounds for termination of this Agreement.

2.06 NEW PRODUCTS: The Concessionaire and the Department may modify, by mutual agreement, certain products within the established categories and among the Locations.

2.07 SCOPE OF SERVICES: The Concessionaire shall design a concession program and submit a merchandising plan for annual review until expiration of the Agreement identifying the product categories for each Location. These services include, but are not limited to the Concessionaire responsibilities detailed below.

CONCESSIONAIRE RESPONSIBILITIES

1. Financing:

   A. Be capable of financing the design, construction and build-out of the Locations depicted on Exhibit A, "Concession Locations".

   B. Develop a financial plan indicating the source of funding for a capital investment and for continued maintenance and operation of the Locations.

2. Developing:

   The Concessionaire shall design a concession program and submit, a merchandising plan for annual review until expiration of the Agreement identifying the product categories for each Location.

   The Concessionaire may offer for sale non-bonded merchandise which is permitted to be displayed and sold in tax and duty free shops by United States Customs with prior approval of the Department.

   The Concessionaire will review the store layout plan no less than annually and update the store layout plan as necessary throughout the term of the Agreement.

3 Design and Construction Coordination:

A. The Concessionaire shall be responsible for all improvements to all Locations in Exhibit A, "Concession Locations".

B. Coordinate and mediate meetings, with its architects, Sub-tenants and Sub-tenant's architects if applicable, the Department's architects, consultants and others to review procedures, scheduling, site surveys and develop build-out schedules.

C. Coordinate the processing and review of all improvement submittals. Design and construction shall be approved by the Department and in accordance with any established MDAD's Retail Concessions Design Guidelines, MDAD's Design Guidelines Manual, the Life Safety Master Plan and the Tenant Airport Construction Projects (TAC) Design and Construction Procedures as may be promulgated and revised from time to time, as well as all other applicable codes and regulations.

D. Provide Sub-tenants, if applicable, with required information such as, but not limited to, leasehold layout plans.

4. Construction

A. Attend pre-construction meetings, construction meetings, coordinate construction with Sub-tenants, if applicable, monitor schedule, and coordinate the construction of the Locations with the Department's Facilities Division TAC Project Manager and the Department's designated representative.

B. Adhere to and or cause Sub-tenants to adhere to the Department's TAC Design and Construction procedures and requirements.

C. Coordinate the construction start and completion date with the Department for all Locations, including those of Sub-tenants.

D. Monitor on-site construction activities and progress of improvement work and provide weekly status reports to the Department's designated representative to track construction build-out to ensure completion as scheduled. The Concessionaire's or Sub-tenant's Architect/Engineer of record shall be responsible for day-to-day field observation of all Locations including, but not limited to, inspections and delivery coordination.

E. Monitor construction progress with regard to the schedule and procedures established by the Department and/or appropriate County, State or Federal agencies and make recommendations to the Department's Facilities Division TAC Project Manager for maintaining and improving construction progress as necessary.

F. Establish a uniform system for the timely processing and control of drawings.

G. Review status of drawings with contractor(s) and architect(s) at progress meetings.

H. Review and request changes as needed from the Department's Facilities Division TAC Project Manager and the Department's designated representative on all

changes to the work with regard to cost and impact on the project pro-forma and construction schedule.

I. Monitor punch list completion and review testing and inspection reports for all Locations.

J. Organize and have available completed project files upon request.

K. Coordinate access to Locations to allow staff training and equipment testing.

L. Obtain and deliver to the department a Certificate of Occupancy.

M. Submit as-built drawings as per the TAC requirements within thirty (30) days from the issuance date of the Certificate of Occupancy, and deliver them to the Department's Facilities Division TAC Project Manager, pursuant to the TAC procedures.

5. Subleasing

The Concessionaire shall be responsible for subleasing as follows:

A. Develop, subject to review and approval by the Department, a standard Sublease agreement, if subleasing is conducted, in accordance with Article 19 Subleases of the Agreement no later than thirty (30) days from the Lease Effective Date.

B. Coordinate its subleasing process with the Department, and obtain approval of each Sub-Lease agreement prior to subleasing.

C. Perform background checks and investigate all prospective Sub-tenants, including partners, joint ventures, and other key participants. Prepare and make available to the Department, if requested, background check summaries.

D. Negotiation of Subleases with potential Sub-tenants to include, but not be limited to negotiating financial terms with potential Sub-tenants in accordance with the Department's approved key business terms and baseline pro-forma.

E. Prepare the appropriate Sub lease agreement and exhibits.

Sub-Lease agreements shall:

(1) Not extend beyond the expiration date or termination date of the Agreement.

(2) Contain comparable terms and conditions as may be applicable to those contained in the Agreement.

6. DBE Plan

A. Maximize DBE and local participation by meeting or exceeding the DBE goal under the Lease and Concession Agreement.

B. Develop, implement, manage, and monitor a program to identify and include Local/Small/DBE businesses in the concession programs.

C. Describe the extent and type of DBE subleasing in the program.

D. Submit a DBE community outreach program for concession opportunities and local business opportunities, subject to the Department's approval.

7. Managing

The Concessionaire shall:

A. Design a concession program and submit the merchandising plan for annual review until expiration of the Agreement identifying the product categories for each Location. The Concessionaire will review the store layout plan no less than annually and update the store layout plan as necessary throughout the term of the Agreement.

B. Manage the Locations in a way that maximizes the highest and best use and financial return to the Department.

C. Monitor and enforce compliance with the terms and conditions of the Agreement and any Sublease agreements, including but not limited to, use clauses, insurance, pricing, capital expenditures, quality of merchandise, hours of operation, detailed reporting of sales, payment of fees, rent, and signage.

D. Function as operations liaison between the Department, governmental agencies, Sub-tenants and others.

E. Maintain permanent records for each Location.

F. Maintain computerized records on a commercially available property management software program acceptable to the Department. Programs and all data collected should be available to the Department on-line (digital and electronic).

G. Establish and maintain for the Department a potential Sub-tenant database, including the preparation of correspondence with potential Sub-tenants.

H. Develop, maintain and make available if requested, all files, including those of any Sub-tenants, to include copies of licenses, permits, insurance certificates, and letters of credit.

8. Operating

The Concessionaire shall:

A. Provide quality control audits and reports, including maintenance of the market basket pricing requirements covering compliance with contract requirements, cleanliness of the Location, timeliness of service, quality of the product; (the Department will establish its own rules and regulations that are subject to its unilateral revision and implementation).

B. Generate monthly reports to the Department, including sales by unit, concept and Location. Develop annual revenue projections by month, by Sub-tenant if

applicable, by Location, concession category, and product category to be updated on a regular basis.

C. Generate and provide the Department monthly airport revenue reports, and such other financial and management reports as are usual and customary in sophisticated airport concession management programs. Prepare other reports and analyses as may be requested periodically by the Department, including number of transactions per hour, average sales per transaction, and sales per product category.

D. Provide on-site staff to perform daily functions as required by the Scope of Services identified in this RFP and the Standards of Operations in the Agreement, subject to acceptance by the Department.

E. Ensure compliance, or cause Sub-tenants to comply with the Department and other governmental agency ID Badging requirements.

F. Implement any new policies, procedures, and operational directives as issued from time to time by the Department.

G. Ensure payment is submitted with the Monthly Report of Gross Revenues.

H. Respond to customer/passenger complaints on a timely basis. Ensure customer service program compliance. The Concessionaire and/or its Sub-tenants will submit their customer service-training program within thirty (30) days of the Lease Effective Date, for the Department's review and approval.

I. Coordinate and implement regular employee customer service training programs, to include employees from both the Concessionaire and its Sub-tenants, if applicable.

J. Participate and cause any Sub-tenant to participate in an airport-wide customer service program implemented by the Department.

K. Be responsible for developing and implementing a marketing and promotions program for its Locations. However, the Department will implement a terminal wide marketing program for the Airport concession program which will be funded by the Concessionaire through the payment of a marketing services fee of ½ of 1% of gross sales.

9. Maintaining

A. Maintain or cause to maintain the Locations pursuant to Department standards, as may be promulgated from time to time.

B. Coordinate and maintain general oversight of deliveries of goods and products for the concession operations from any designated on or off-Airport storage area.

2.08 ANNUAL PLAN SUBMISSION: The Concessionaire shall prepare a marketing plan. The marketing plan shall be submitted to the Department on or before ninety (90) calendar

days prior to the commencement of each lease year, and shall represent the upcoming fiscal year for the Department (October 1 – September 30). The Department shall have forty-five (45) calendar days after receipt of the foregoing plan to approve or disapprove the same in its reasonable discretion. If MDAD disapproves the plan, the Concessionaire shall operate in substantial conformity with all such plans approved by the Department as may be modified from time to time.

The Department reserves the right to request at any time any further submission of plans.

2.09 PROHIBITED ACTIVITIES: Without limiting any other provision herein, Concessionaire or its Sub-tenants shall not, without the prior written consent of the Department which may be withheld in its sole and absolute discretion: (a) advertise or hold any distress, fire, or bankruptcy sales, (b) cause or permit anything to be done, in or about the Locations, or bring or keep anything thereon which might (i) increase in any way the rate of fire insurance on the MIA Terminal Building or any of its contents, (ii) create a nuisance or annoyance or safety hazard, or (iii) obstruct or interfere with the rights of others in the MIA Terminal Building; (c) commit or suffer to be committed any waste upon the Locations; (d) use, or allow the Locations to be used, for any improper or unlawful purpose; (e) do or permit to be done anything in any way tending to injure the reputation of the Department, the County, the Board of County Commissioners, or the appearance of the Airport; or (f) construct any improvement on or attach any equipment to the roof of the Airport. Except as required to permit Concessionaire or its Sub-tenants to perform its maintenance and repair obligations under this Agreement, Concessionaire or its Sub-tenants shall not gain access to the roof of the MIA Terminal Building without the consent of the Department, which may be withheld in the Department's sole and absolute discretion.

ARTICLE 3
RENTALS, PAYMENTS AND REPORTS

3.01 Minimum Annual Guarantee (MAG): As consideration for the privilege to engage in business at Miami International Airport, the Concessionaire shall pay $20,018,770.00 annually as may be reduced by the prorated amount stated below and subject to recalculation pursuant to Sub-Article 3.03, Recalculations of Minimum Annual Guarantee (MAG) below.

The MAG payment shall commence three hundred and sixty five (365) days from the Lease Effective Date of the Agreement and shall be in U.S. funds, prorated and payable in twelve equal monthly payments on or before the first day of each month, in advance, without billing or demand, plus applicable state taxes as may be required by law.

After the first year of the Lease Effective Date, and every year thereafter, during the term of the Agreement including any extensions thereto, the MAG will be adjusted in accordance with sub-article 3.03 Recalculations of Minimum Annual Guarantee. The MAG payment is due and payable for all Locations in Exhibit A which have received

Beneficial Occupancy or for which 180 days have elapsed after the Turnover Date, whichever occurs first. The payment will be prorated on the percentage of the total square feet to the Locations which have received Beneficial Occupancy or 180 days after the Turnover Date. Reference Exhibit I, Monthly Report of Gross Revenues.

The payment shall be in U.S. funds, prorated and payable in twelve (12) equal monthly payments on or before the first day of each month, in advance, without billing or demand, plus applicable state taxes as may be required by law.

Example for the Minimum Annual Guarantee (MAG) calculation:

Locations which have received Beneficial Occupancy or for which 180 days have elapsed after the Turnover Date:

Locations	Square Footage	Percent
Central Terminal	12,427	36%

Total square footage is divided by the square footage of the Locations which have received Beneficial Occupancy or for which 180 days have elapsed after the Turnover Date for such Locations.

Total square footage of 35,841 is divided by the Location square footage of 12,427 square feet which equals the percentage rate to be applied to the annual MAG. If the MAG is $6 million dollars, then 36% of the MAG is $2,160,000.00 and is due and payable in twelve equal monthly payments on or before the first day of each month, in advance, without billing or demand, plus applicable state taxes as may be required by law.

3.02 NO NEGOTIATIONS OR ADMINISTRATIVE MODIFICATIONS: The Concessionaire understands and agrees, as a condition precedent to the County's consideration of the proposal, that the terms and conditions of Sub-Article 3.01 "Minimum Annual Guarantee", and Sub-Article 3.04 "Percentage Fee to the Department" are not subject to negotiation or adjustment for any reason, including, but not necessarily limited to, airport construction, airline relocation, airline bankruptcies, change in airline service, and the like, except in the event of an act of God or an event of force majeure as such term is defined in Sub-Article 21.13 "Force Majeure". Nor shall the County be liable for any reduction in sales or disruptions or delays caused in whole or in part by any of the foregoing at any time during the Term of this Agreement, including any extensions.

3.03 RECALCULATIONS OF MINIMUM ANNUAL GUARANTEE: The Minimum Annual Guarantee (MAG) shall be recalculated annually on November 1st based on the last Fiscal Year statistics reflecting the change between the most recent twelve months to the previous year International Enplanements figures as compiled by the Department. This percentage change will be applied to the MAG to arrive at the new MAG for the current year. In the event of any overpayment or underpayment, the Department shall credit the Concessionaire with such overpayment or the Concessionaire shall remit to the Department

such underpayment within forty-five (45) calendar days from the date of notification from the Department, as appropriate.

3.04 PERCENTAGE FEE TO THE DEPARTMENT: The Concessionaire shall pay the Department the percentage fee of monthly gross revenues or the minimum monthly guarantee and monthly rent for Locations as specified in Exhibit A, whichever is greater. The payment shall be known as the Percentage Fee.

The Concessionaire shall operate temporary or "As Is" stores and shall pay **the monthly rent or the applicable Percentage Fee, whichever is greater**, on each Location until they are permanently closed.

The monthly rent for the optional support facilities shall not be included in the calculation of the monthly percentage fee.

The monthly percentage fee shall be due on the 10th day of the month following the month during which the monthly gross revenues were received or accrued.

The percentage fee to be applied will be based on the blended approach for the amount of Gross Revenues for that month.

Example: Total Monthly Gross Revenues for Month "X" is $1,500,000.00.

$1,500,000.00
- 999,999.99
$ 500,000.01

Calculation:

$999,999.99 X 25% = $250,000.00

$500,000.01 X 27% = $135,000.00

Total Percentage Fee = $385,000.00
Blended Effective Concession Fee 25.7%

The following are the percentage fees based on total Monthly Gross Revenues:

Percentage Fee	Gross Revenues
25%	$0 - $999,999.99
27%	$1M - $1,999,999.99
29%	$2M - $3,999,999.99
31%	$4 M +

3.05 ANNUAL RENT: The Concessionaire shall be required to pay the prevailing Class VI Terminal rates for the lease of the Locations in Exhibit A, prorated and payable in equal monthly installments in U.S. funds, on the first day of each and every month, in advance and without billing or demand, at the offices of the Department as set forth in **Article 3.16,**

Address for Payments. The Concessionaire shall make rent payments to the County on the "**Location Commencement Date**" for each location.

The Concessionaire shall be required to pay the prevailing Class Terminal rental rates for Administrative Office, Support Space and Warehouse prorated and payable in equal monthly installments in U.S. funds, on the first day of each and every month, in advance and without billing or demand. Payments shall commence on the beneficial occupancy date.

DESCRIPTION	LOCATION	S.F.
A. Three Warehouses:		
ID3E1839	Conc. E	10.340 sf
ID3E1775	Conc. E	1,922 sf
ID6AA11236	Conc. A	4,447 sf
B. Storage:		
ID3C1759	Conc. C	2,557 sf
C. Office:		
ID3E3870	Conc. E	5,868 sf

The Terminal Class VI rental rates for Locations in Exhibit A is $56.49 per square foot and are based on rates in effect as of October 1, 2004.

3.06 RENTAL RATE ADJUSTMENT: On October 1 of each year of the Agreement, the cost-based rental rates, pursuant to Article 3.05, Annual Rent, applicable to the Locations leased hereunder, shall be subject to recalculation and adjustment in accordance with the policies and formulae approved by the Board of County Commissioners as may be amended from time to time. When such adjusted rental rates are established, this Agreement shall be considered and deemed to have been administratively amended to incorporate such adjusted rental rates, effective as of such October 1 date. Such adjusted rental rates shall be reflected by letter amendment. Payments for any retroactive rental adjustments shall be due upon billing by the Department and payable within ten calendar days of same.

3.07 COMMON WAREHOUSE LOGISTICS FEE: The actual costs incurred to rent any such off-Airport properties for storage and the actual costs incurred in the operation of the common logistical support service program (including the purchase or renting of any equipment needed to operate such program), as may be determined by the Concessionaire from time to time, shall be included in the Common Logistics Fee. The Common Logistics Fee shall be reimbursed to the Concessionaire by its Sub-tenants on a non-discriminatory basis for all similarly situated Sub-tenants. The Concessionaire shall not be entitled to charge Sub-tenants for any of the Concessionaire's internal administrative expenses in managing the common logistical support service program as part of the Common Logistics Fee. All funds received by Concessionaire as part of the Common Logistics Fee shall not be included in Concessionaire's Gross Revenues for any and all purposes of this Agreement, it being recognized by the Department that any such payments by Sub-tenants

to the Concessionaire shall not be included in the calculation of the Percentage Fee, if any, due from Concessionaire to the Department as provided for in Sub-Article 3.04 "Percentage Fee to the Department". The Department reserves the right to review the basis of the actual costs and allocation thereof should the Concessionaire elect to implement a common logistics support service program. The Department also reserves the right to either itself impose or require that the Concessionaire impose the Common Logistics Fee in a non-discriminatory manner within store categories.

3.08 CONCESSION MARKETING FEE: A concession marketing fee of one half (1/2) of one percent (1%) of Gross Revenues will be assessed annually to be paid to the Department monthly, beginning the month following the first Location opening on the 20th of each month to be used for marketing the concessions at the Airport.

3.09 MAG PERFORMANCE BOND: Within thirty (30) calendar days of the award of this Agreement, the Concessionaire shall provide the Department a MAG and Rent Performance Bond. Concessionaire shall keep such MAG and Rent Performance Bond in full force and effect during the Term of this Agreement including all extensions of the Term, as applicable, and, thereafter, until all financial obligations, reports or other requirements of this Agreement are satisfied. The MAG and Rent Performance Bond shall be a surety bond or an irrevocable letter of credit, or other form of security acceptable to the Department and so endorsed as to be readily negotiable by the Department for the payments required hereunder. The MAG and Rent Performance Bond shall be effective for the current year of operation with automatic renewal for each of the remaining years under this Agreement, including any extensions naming the County as obligee and issued by a surety company or companies in such form as approved by the County Attorney. The Surety shall initially be in an amount equal to seventy-five percent (75%) of the MAG and Rent thereafter increased as necessary to reflect any increases in the MAG.

The Department may draw upon such payment security instrument, if the Concessionaire fails to pay any monies or perform any obligations required hereunder following applicable notice and cure periods specified herein. Provided Concessionaire is not in default and fully complies with all the payment requirements of this Agreement, the bond will be returned to Concessionaire within one hundred eighty (180) calendar days after the end of the Term or any Extension of the Term.

3.10 TAXES: The Concessionaire shall be solely responsible for the payment of all applicable sales, use or other taxes, levied upon the fees and other charges payable by the Concessionaire to the Department hereunder, whether or not the same shall have been billed or collected by the Department, together with any and all interest and penalties levied thereon. The Concessionaire hereby agrees to indemnify the Department and hold it harmless from and against all claims by any taxing authority that the amounts, if any, collected from the Concessionaire and remitted to the taxing authority by the Department, or the amounts, if any, paid directly by the Concessionaire to such taxing authority, were less than the total amount of taxes due, and for any sums including interests and penalties payable by the Department as a result thereof. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

3.11 GROSS REVENUES: The term **"Gross Revenues"** as used in this Agreement, means all monies paid or payable to or consideration of determinable value received by the Concessionaire, and/or its approved Sub-tenant(s), in the operation of the duty and tax free concession, including, but not limited to, all off-airport sales by the Concessionaire or any related party of the Concessionaire, advertising revenues less actual media production costs, and retail display allowances, regardless of when or where the order therefore is received, or the goods delivered, or services rendered, whether paid or unpaid, whether on a cash or credit basis or in consideration of any other thing of value provided.

Any sales made by the Concessionaire, or any related party of the Concessionaire, to international passengers departing from Airport, regardless of where the delivery is made, whether such sale is made on airport, off-airport, by catalog or by any other means, shall be considered "Gross Revenues" hereunder.

The term "Gross Revenues" shall not include the following:

A. Any refund given to the customer for returning the item or because of a customer satisfaction issue which must be documented and auditable.

B. Any payments by off-airport permittees for delivery charges.

C. Any promotional rebates received and commission and expense reimbursements at actual cost.

3.12 REPORTS OF GROSS REVENUES: On or before the ten (10th) calendar day following the end of each month throughout the Term of this Agreement, or any extension hereof, the Concessionaire shall furnish to the Department, a Statement of Monthly Gross Revenues, using Exhibit I "Monthly Report of Gross Revenues". The report shall report each Location under this Agreement, together with any percentage fee due to the Department pursuant to Sub-Article 3.04 "Percentage Fee to the Department". The Concessionaire shall certify as to the accuracy of such Gross Revenues in such form as shall be prescribed by the Department. The Department may modify from time to time, the form of reporting upon not less than thirty (30) days written notice to the Concessionaire. The statement must be signed by an officer (if the Concessionaire is a corporation), partner (if a partnership), or owner (if a sole proprietorship) of the Concessionaire, and identify all Gross Revenues reported to the Concessionaire during such month. Failure to comply within ten (10) calendar days following the due date of the report shall result in a late fee penalty of $50 per day, as provided in Sub-Article 3.23 "Penalties".

3.13 OTHER REPORTS: The Concessionaire shall provide the Department with financial data and operating statistics in a format and frequency specified by the Department, and the Department shall provide no less than thirty (30) days written notice of the format and frequency required for said financial data and operating statistics.

3.14 LATE PAYMENT: In the event the Concessionaire fails to make any payments as required to be paid under the provisions of this Agreement within ten (10) business days of

the due date, delinquency charges established by the Board will be imposed. Such rate is 1½% delinquency charge per month.

3.15 DISHONORED CHECK OR DRAFT: In the event the Concessionaire delivers a dishonored check or draft to the Department in payment of any obligation arising under this Agreement, the Concessionaire shall incur and pay a service fee of TWENTY-FIVE DOLLARS ($25.00), if the face value of the dishonored check or draft is fifty dollars ($50.00) or less, THIRTY DOLLARS ($30.00) if the face value of the dishonored check or draft is more than fifty dollars ($50.00) and less than three hundred dollars ($300.00), or FORTY DOLLARS ($40.00), if the face value of the dishonored check is three hundred dollars ($300.00) or more, or five percent (5%) of the face value of such dishonored check or draft, whichever is greater, plus penalties imposed by law (Fla. Stat. 832.08 and Fla. Stat. 125.0105). Further, in such event, the Department may require that future payments required pursuant to this Agreement be made by cashier's checks or other means acceptable to the Department.

3.16 ADDRESS FOR PAYMENTS: The Concessionaire shall pay all monies payable, as required by this Agreement, to the following:

In Person: Miami-Dade Aviation Department
Finance Division
4200 N.W. 36th Street
Building 5A, Suite 300
Miami, Florida

During normal business hours, 8:00 A.M. to 5:00 P.M., Monday through Friday

By Mail: Miami-Dade Aviation Department
Finance Division
P.O. Box 592616
Miami, Florida 33159

By Express Mail: Miami-Dade Aviation Department
Finance Division
4200 N.W. 36th Street
Building 5A, Suite 300
Miami, Florida 33122

By Wire Transfer: In accordance with Wire Transfer instructions provided by MDAD's Finance Division, 305-876-7383.

3.17 REVENUE CONTROL PROCEDURES: Notwithstanding anything to the contrary contained herein, the Concessionaire shall comply with such revenue control procedures as may be established from time to time by the Department. The Department shall provide the Concessionaire with at least thirty (30) days prior written notice together with a copy of such revenue control procedures prior to requiring the Concessionaire to implement any such revenue control procedures.

3.18 ANNUAL AUDIT: Within one hundred eighty (180) calendar days of each anniversary of the Lease Effective Date of this Agreement and within one hundred twenty (120) calendar days following expiration or earlier termination of this Agreement, the Concessionaire shall, at its sole cost and expense, provide to the Department on an annual basis, an audited report of monthly Gross Revenues and percentage fees separately stating its and each Sub-tenants gross revenues, containing an opinion, prepared and attested to by an independent certified public accounting firm, licensed in the State of Florida. The audited report, as detailed in Exhibit G "Independent Auditor's Report", shall include a schedule of monthly gross revenues and percentage fees paid to the Department under this Agreement, prepared in accordance with Generally Accepted Auditing Standards. The report shall also be accompanied by a management letter containing the findings discovered during the course of the examination, recommendations to improve accounting procedures, revenue and internal controls, as well as significant matters under this Agreement. In addition, the audit shall also include as a separate report, a comprehensive compliance review of procedures to determine whether the books of accounts, records and reports were kept in accordance with the terms of this Agreement for the period of examination. Each audit and examination shall cover the period of this Agreement. The last such report shall include the last day of operation. There shall be no changes in the scope of the reports and letters required hereunder without the specific prior written approval of the Department.

If such schedules indicate that the percentage fees for such period audited have been underpaid, then the Concessionaire shall submit payment thereof within forty-five (45) days after the completion of the reports to the Department as stated in Sub-Article 3.16 "Address for Payments", together with interest on any underpaid percentage fees at the rate set forth in Sub-Article 3.14 "Late Payment" from the date such fees or charges should have been paid.

3.19 RIGHT TO AUDIT/INSPECT: The Department and the auditors of the County shall have the right, without limitation, at any time during normal working hours, to enter into any locations on or off the Airport, which the Concessionaire may use as administrative, maintenance and operational locations, in connection with its operations pursuant to this Agreement, to: (1) verify, check and record data used in connection with operation of this Agreement; (2) inspect, review, verify and check all or any portion(s) of the procedures of the Concessionaire for recording or compiling Gross Revenues information and (3) audit, check, inspect and review all books of account, records, financial reports, financial statements, operating statements inventory records, and state sales tax returns, and work papers relating to operation of this Agreement, and other pertinent information as may be determined to be needed or desirable by the Department. Prior to entering any Locations located on the Airport, the Department shall give reasonable advance notice to the Concessionaire

The Department shall further have the right, upon reasonable written notice to the Concessionaire at the sole cost of the Department except as specified below, to examine or designate a representative to examine the books and records of the Concessionaire which relate to its operations on the Locations to determine the correctness of the percentage fees

paid by the Concessionaire to the Department for any or all of the Agreement periods immediately preceding such examination. At least ten (10) days prior written notice shall be provided by the Department to the Concessionaire to examine any such books and records which may be located in offices of the Concessionaire which are not located in the Airport. If, as a result of such examination, it is established that the percentage fees for any period examined have been underpaid to the Department, the Concessionaire shall forthwith, upon written demand from the Department, pay the difference to the Department, together with interest thereon at the rate set forth in Sub-Article 3.14 "Late Payment" from the date such amount or amounts should have been paid.

Further, if such examination establishes that Concessionaire has underpaid percentage fees for any period examined by three percent (3%) or more, then the entire expense of such examination shall be borne by Concessionaire.

In the event of any conflict between any provisions of this Agreement and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Agreement shall control even where this Agreement references such principles or standards. In particular, without limitation, the Concessionaire shall maintain all records required under this Agreement to the full extent required hereunder, even if some or all of such records would not be required under such general principals or standards.

In addition to the foregoing, the Department reserves the right to review any and all fees imposed by the Concessionaire to each Sub-tenant and the basis of such fee and allocation to each Sub-tenant.

3.20 RECORDS AND REPORTS: The Concessionaire shall, at all times during the term hereof and in accordance with applicable law, maintain at the Concessionaire's principal corporate office located in the United States and make available to the Department in Miami-Dade County, Florida, complete and accurate books and records of all receipts and disbursements from its operations on the Locations, in a form consistent with good accounting practice. In addition, Concessionaire shall cause to be installed for use at all times in each Location such devices and forms as are reasonably necessary to record properly, accurately and completely all Sub-tenant's merchandise sales and services from each Location. The form of all such books of account records and reports shall be subject to the approval of the Department and/or the auditors of the County (one or more of the following: the designated external auditing firm or other certified public accounting firm selected by the Department, or the Audit and Management Services Department of the County) prior to commencement of operations hereunder.

The Concessionaire shall account or shall cause its Sub-tenants to account for all revenues of any nature related to transactions in connection with this Agreement in a manner which segregates in detail those transactions from other transactions of the Concessionaire (and of the Sub-tenants, as the case may be) and which supports the amounts reported to the Department in the Concessionaire's monthly schedules. At a minimum, the Concessionaire's accounting for such receipts shall include the following:

1. Concessionaire's bank account statements (separate bank accounts shall be maintained for receipts from Sub-tenants' payments to the Concessionaire and no receipts from any other source shall be deposited in such accounts);
2. A compiled report of transactions by Location showing all Gross Revenues and all exclusions from Gross Revenues by category, which report shall be subtotaled by day and totaled by month. The monthly total shall correspond with the amounts reported to the Department on the Concessionaire's monthly "Revenue Reports"; and
3. Such other records, if any, which would normally be examined by an independent certified public accountant in performing an examination of the Concessionaire's Gross Revenues in accordance with generally accepted auditing standards and the provisions of this Agreement.

   Such records may be in the form of (a) electronic media compatible with the computers available to the Department, or (b) a computer run hard copy. The Department may require other records necessary in its determination to enable the accurate audit of Concessionaire's Gross Revenues hereunder. Upon ten (10) business days written notice from the Department, all such books and records, including the general ledger and bank statements and all federal, state and local tax returns relating to Sub-tenant's sales, shall be made available, either at the Locations, or at the Department's option, at the offices of the Department, for inspection by Department through its duly authorized representatives at any time for up to three (3) years subsequent to final termination of the period to be examined to which such books and records relate (and the Concessionaire shall not be obligated to retain such books and records subsequent to the termination of such three (3) year period); provided, however, that any such inspection on the Locations will be conducted during reasonable business hours and in such a manner and at such time as not to interfere unduly with the conduct of the Concessionaire's business.

3.21 ADDITIONAL FEES DUE: If the Department has paid any sum or has incurred any obligation or expense for which the Concessionaire agreed to pay or reimburse the Department, or if the Department is required or elects to pay any sum or incur any obligation or expense because of the failure, neglect or refusal of the Concessionaire to perform or fulfill any of the terms or conditions of this Agreement, then the same shall be deemed additional fees due and subject to an administrative fee of twenty-five percent (25%) of such payment, obligation , or expense.

3.22 UTILITIES: The cost of all utilities used or consumed on the Locations shall be borne by the Concessionaire; provided, however, except with respect to the Concessionaire's Office at the Airport, the Concessionaire shall be entitled to pass the cost of all utilities used or consumed to the Sub-Tenants at the same rates as billed to the Concessionaire without any administrative mark-up or profit. Unless the Locations are provided with separate electric, gas, and/or water meters, the Concessionaire agrees to pay for such utilities in the Locations as a monthly charge, plus any applicable taxes, upon billing by the Department, or utility companies. The Department encourages the Concessionaire to provide and install or cause the Sub-Tenants to provide and install meters for utilities used at the Concessionaire's or its Sub-Tenant's expense. If billed by the Department, the Department

at its sole discretion, will base this monthly charge on (i) a survey of consumption by the Department and current non-discriminatory rates charged others in the Terminal Building or (ii) at the option and expense of the Concessionaire on actual usage measured by temporary meters, arranged and paid for by the Concessionaire. This monthly charge may also be adjusted on a non-discriminatory basis and billed retroactively from time to time based on changes in consumption and rates. Concessionaire hereby agrees to pay the same within thirty (30) calendar days after it has received Department's invoice thereof. The Concessionaire shall pay for all other utilities used by it including telephones and telephone service hook-up, data lines and additional electrical and communications services required.

The Department shall have no obligation to provide additional utilities to the locations listed in Sub-Article 1.03 "Locations" and Sub-Article 1.04 "Administrative Support Space".

3.23 PENALTIES: If Concessionaire or its Sub-tenants default under any of the covenants or terms and conditions enumerated herein, the Department may elect to impose the financial penalties described below, as a result of the violation(s), on a daily basis, in addition to any other penalties permissible by law and/or pursuant to the provisions of this Agreement, until said violations are remedied:

Violation	**Fee**
Violation of Permitted Use of a Location	$100 per day/per Location
Failure to Maintain Required Hours of Operation	$ 25 per hour/per Location
Failure to Submit Required Documents and Reports	$ 50 per day/per Location
Unauthorized Advertising	$ 50 per day/per Location
Failure to maintain Location clean	$ 50 per day/per Location
Failure to maintain Pricing or to conduct the surveys as required	$ 50 per day/per Location
Installation of Unapproved Items in Locations	$ 50 per day/per Location

The foregoing is due and payable from the Concessionaire; however, it shall not be construed as prohibiting the Concessionaire from imposing the financial penalties described above, as a result of the Sub-tenant's violation(s), on a daily basis, on the applicable Sub-tenants, in addition to any other penalties permissible by law and/or pursuant to the provisions of the Sublease agreements, until said violations are remedied by the applicable Sub-tenants.

3.24 PAYMENT SECURITY: The Concessionaire shall provide the County with an irrevocable standby letter of credit in the format approved by the Department or cash for the payments required hereunder in an amount equal to three times the minimum monthly guarantee, plus rental including any State sales/use taxes as may be applicable and required by law. This requirement shall be met no later than the Lease Effective Date of the Agreement. The payment security shall be kept in full force throughout the term of this Agreement or extension thereof. The Department may draw upon such payment security

instrument if the Concessionaire fails to pay the fees and charges required within the time limits specified herein.

ARTICLE 4
IMPROVEMENTS TO THE LOCATIONS

4.01 IMPROVEMENTS TO LOCATIONS: The Concessionaire shall be required to invest a minimum (the "Initial Minimum Investment") of two hundred dollars per square foot ($200.00 psf), for Approved Improvements for the design, engineering, construction, furniture, fixtures and equipment excluding interior signage and inventory) for each Location listed in Exhibit A and any additional location taken by the Concessionaire pursuant to Sub-Article 1.07.A "Addition of Permanent Location". Notwithstanding the actual amount of design and engineering costs incurred with respect to improvements for a Location, the maximum proportion of such costs to be permitted to be included as Approved Improvements shall be fifteen percent (15%). If a Location is not completed within the one hundred eighty (180) calendar days from the Turnover Date for such Location, a penalty may be imposed, pursuant to Sub-Article 3.23 "Penalties", in addition to the commencement of the MAG. All improvements shall be subject to review and approval by the Department. The Department may, with mutual agreement, fund certain improvements needed to support the concession space and allow the Concessionaire to build such improvements.

It is the intent of the parties that Approved Improvements may include but are not limited to the décor, remodeling of the wall and floor coverings, ceiling, lighting, millwork, HVAC, fire detection and fire suppression or such other improvements as are approved by the Department. Such improvements shall be shown in the design detail in the Final Plans, as such term is defined in Sub-Article 4.02 "Design of Improvements".

Improvements not constituting Approved Improvements shall include improvements that (i) are non-fixed, (ii) have not been reimbursed by the Department pursuant to Sub-Article 4.09 "Cost Documentation", and (iii) can be removed without damage to the premises. The Concessionaire is liable and shall indemnify the Department for any damage to the Locations which results from the removal of said improvements. This provision shall survive the termination or expiration of this Agreement.

Off-Airport properties used as storage space will not be considered as Locations, as stated in Article 4 "Improvements to the Locations" or as an extension of this Agreement, and costs incurred by either the Concessionaire or its Sub-tenants to provide such storage space shall not constitute Approved Improvements.

Within thirty (30) days after the Lease Effective Date, the Concessionaire shall provide or cause its Sub-tenants to provide to the Department an irrevocable Letter(s) of Credit with automatic renewals, in a form acceptable to the Department, in an amount equal to one hundred percent (100%) of the projected improvement costs for the annual anticipated Locations to be constructed. Such Letter of Credit may be released by the Department upon issuance of a Certificate of Occupancy for the built-out Locations.

4.02 DESIGN OF IMPROVEMENTS: Plans for the design of improvements will be in accordance with Exhibit E "Retail Concessions Design Guidelines", Exhibit F "Concessionaire Airport Construction Non-Reimbursable Projects (TAC-N) as amended Design and Construction Procedures" or Design and Construction Procedures", as applicable, the "MDAD Life Safety Master Plan" and the "MDAD Design Guidelines Manual" (www.Miami-Airport.com) as may be established for the Terminal Retail Program. As plans for the improvement of individual Locations or common area improvements are completed, the Concessionaire shall submit to the Department for review, approval or modification detailed final plans ("Final Plans") and specifications (including materials, colors, textures and fixtures), construction cost estimates and schedules for the construction of the improvements. The Final Plans shall be prepared by an architectural, interior design and/or engineering firm registered in the State of Florida and in accordance with the Florida Building Code and all applicable State and local laws, ordinances, and regulations.

4.03 REFURBISHMENT OF LOCATIONS: The Concessionaire will be required to refurbish the Locations or cause its Sub-tenants to refurbish their respective Locations no less than five (5) years after the Location Commencement Date.

Approved Improvements for the refurbishment of the Locations shall not be less than fifty dollars per square foot ($50 psf). There will be no reimbursement or amortization of these costs for refurbishment.

4.04 BUY-OUT: The incumbent's investment in fixed improvements for its facilities at MIA may not have not been fully amortized. The Concessionaire, may be required to pay the Department a buyout amount to cover unamortized construction costs associated with existing premises. The Department, after completing its review and verification of documented fixed improvement costs, will provide a final buyout amount.

4.05 CERTAIN CONSTRUCTION CONTRACT TERMS: All contracts entered into by the Concessionaire and/or its Sub-tenants for the construction of the improvements shall require completion of the improvements within the schedules submitted pursuant to Sub-Article 4.02 "Design of Improvements" and shall contain reasonable and lawful provisions for the payment of actual or liquidated damages to the Department in the event the contractor fails to complete the construction on time. The Concessionaire agrees that it will use its best efforts and shall also require the Sub-tenants to take all necessary action available under such construction contracts to enforce the timely completion of the work covered thereby.

Prior to the commencement of any installation work by the Concessionaire, the Concessionaire shall provide or cause to be provided to the Department copies of a fixed price contract or contracts for all work to be performed at the Locations. The work to be performed under such contract(s) shall be insured by a Exhibit B, "Surety Performance and Payment Bond" provided by Concessionaire to the Department in the form contained in Exhibit B "Surety Performance and Payment Bond" in the Lease and Concession Agreement. The Surety Performance and Payment Bond shall be in full force throughout the term of the installation contract.

4.06 IMPROVEMENTS FREE AND CLEAR: The improvements, upon completion, shall immediately become the property of the Department, free and clear of any liens in the form of a final release or encumbrances whatsoever, other than the Department's obligation to reimburse the Concessionaire for the un-amortized value of the Approved Improvements as provided in this Agreement. The Concessionaire agrees that any contract for construction, alteration or repairing of the improvements or Locations or for the purchase of material to be used, or for work and labor to be performed, shall be in writing and shall contain provisions to protect the Department (and the Concessionaire for contracts entered into by Sub-tenants) from the claims of any laborers, subcontractors or material men against the locations or improvements.

4.07 OTHER REQUIREMENTS: The Concessionaire shall or shall cause the Sub-tenants to apply for and obtain a building permit from the Building Department for all appropriate inspections and obtain a Certificate of Occupancy upon completion within sixty (60) calendar days following the completion of construction of the improvements, the Concessionaire shall furnish or shall cause the Sub-tenants to furnish to the Concessionaire and the Department one complete set each of legible prints (black line), photo mylars and 35 mm aperture card microfilm of construction drawings, and auto cad files revised to "as built", including all pertinent shop and working drawings, copies of all releases of all claims and a copy of the Certificate of Occupancy provided the Concessionaire does not disseminate such information, refer to Transportation Security Regulations (TSR), 49 C.F.R. 1520, et al., Protection of Sensitive Security Information.

No Location will be allowed to open without obtaining a Temporary Certificate of Occupancy or a Certificate of Occupancy.

Any change in the Location, concept or tenant proposed in response to the Request for Proposals must be approved in writing by the Department. The sub-tenant occupying the Location submitted in response to the Request for Proposal shall be given notice of the proposed change in writing with a copy to the Department and an opportunity to respond in writing to the Department and have an opportunity to be heard by the Department.

4.08 REVIEW OF CONSTRUCTION: The Department shall have the right, but not the obligation, to periodically observe the construction to ensure conformity with the Final Plans and any changes thereof requested by the Concessionaire or the Sub-tenant and approved by the Department.

4.09 COST DOCUMENTATION: Within one hundred eighty (180) calendar days from the date of Beneficial Occupancy, specifically including those improvements described in Sub-Articles 4.01 "Improvements to Locations", and 4.03 "Refurbishment of Locations", the Concessionaire shall submit to the Department a certified audit of the monies actually expended in the design and construction of the Approved Improvements by Location in accordance with the Final Plans, prepared by an independent certified public accounting firm ("Auditor"), approved in advance by the Department (the "Certified Audit"). The Concessionaire or the Sub-tenants, as the case may be, shall be responsible for documenting for the Auditor that the monies that were expended are true and correct. The costs of design and construction, in accordance with the Final Plans and any changes

thereto requested by the Concessionaire or the Sub-tenants and approved by the Department, including the costs of required bonds, construction insurance and the construction audit, shall not include the cost of any other consultant or accountant fees, financing or legal fees and personal property of the Concessionaire or the Sub-tenants, as the case may be, as provided in Sub-Article 4.01 "Improvements to Locations". The audit is to be given to the Department's Finance Manager. No non-receipted expenditures will be credited. If the Concessionaire does not submit a certified audit within the allotted time, he may be billed a penalty of $50.00 per day. Upon reconciliation, any difference due the Department shall also include an administrative fee of ten per cent (10%) of the monies due the Department on the build-out of the Locations. In the event of any disputes between the Department and the Concessionaire as to whether certain costs are to be included in the audit, said dispute shall be submitted to the consulting engineer named pursuant to the Trust Agreement, as defined in Sub-Article 17.01 "Incorporation of Trust Agreement by Reference". The decision of said consulting engineer, acting in good faith, shall be final and binding upon the parties hereto.

The Department shall notify the Concessionaire in writing that it has approved or disapproved the certified costs for each Location and the common area improvements detailed in the Certified Audit within sixty (60) days from the date of its receipt of the Certified Audit. If the Concessionaire fails to submit the Certified Audit within the time prescribed above for any Location, then a penalty will be assessed as noted in Sub-Article 3.23 "Penalties". The Approved Improvement cost for purposes of calculating the County's obligation to reimburse the Concessionaire for un-amortized improvement costs for such Location pursuant to Sub-Article 4.10 "Amortization Schedule" shall equal the lesser of $200 per square foot or the square footage rate of improvement costs for such Location certified by the Auditor.

If the approved total receipted amount is below the Concessionaire or its Sub-tenant's Initial Minimum Investment and is depicted as such in the results of the Certified Audit, the Concessionaire shall be required to pay to the Department the difference between the expended amount and the Initial Minimum Investment, within one hundred eighty (180) calendar days from the date of Beneficial Occupancy of the corresponding Location. If the approved total receipted amount is below the Concessionaire or its Sub-tenant's Refurbishment investment and is depicted as such in the results of the Certified Audit, the Concessionaire shall be required to pay the Department the difference between the expended amount and the Refurbishment Amount within one hundred eighty (180) calendar days from the date of completion of refurbishment.

The Concessionaire shall be entitled to obtain reimbursement of such payments made to the Department from the applicable Sub-tenants who fail to spend the Initial Minimum Investment or the Refurbishment Amount for their specific Locations.

4.10 AMORTIZATION SCHEDULE

A. AMORTIZATION SCHEDULE

The Concessionaire shall amortize its capital investment for a period not to exceed (60) months using the straight-line depreciation method. If, at any time during the term of the Agreement, excluding the extensions, the Department requires the deletion and/or modification of any Location, the Department may designate new Locations at its sole discretion and reimburse the Concessionaire the unamortized balance of approved improvements for that Location.

Investment subject to such reimbursement shall include the following items only:

1. Directly contracted costs of construction.
2. Store displays no more than $2,500 per display, furniture, fixture, equipment and signage purchased and installed for direct use in the facility.
3. Design and engineering costs not to exceed fifteen percent (15%) of the total approved construction, installation, store displays, furniture, fixture, equipment and signage cost.

There will be no other reimbursement.

To confirm the minimum investment, a certified audit of monies for the above expenditures performed at the expense of the Concessionaire is required within one hundred eighty (180) calendar days of Beneficial Occupancy for each Location. No non-receipted expenditures will be credited. If the approved total receipted amount is below the $200/psf minimum, the Concessionaire will be required to pay the Department the difference between the minimum investment amount and the actual receipted expenditure within ninety (90) calendar days after billing by the Department.

The Concessionaire not submitting a certified audit within the allotted time may be billed a penalty of $50.00 per day. Upon reconciliation, any difference due the Department shall also include an administrative fee of 25% of the monies due the Department on the build-out of the Locations.

Prior to the commencement of any construction installation or work by the Concessionaire, the Concessionaire shall provide or cause to be provided to the Department copies of a fixed price contract or contracts for all work to be performed at the Locations. The work to be performed under such contract(s) shall be insured by a Performance and Payment Bond provided by Concessionaire to the Department in the form contained in Exhibit B "Performance and Payment Bond". The Performance and Payment Bond shall be in full force throughout the term of the installation/construction period.

B. PAYMENT OF UNAMORTIZED INVESTMENT

The Concessionaire and/or its Sub-tenants may be making capital investments in the program during the latter years of the term of the Agreement to open new Locations.

Some Locations are not available for construction for a number of years into the Agreement. Upon the expiration of the Agreement together with any options granted by MDAD, but not in the case of an early termination due to the default of the Concessionaire, MDAD will buy out the unamortized portion, based on a five (5) year amortization, of any approved capital investment made by the Concessionaire or its Sub-tenants in the event the full five (5) year amortization period has not been fully satisfied

4.11 CONSTRUCTION PERMIT FEE: The Concessionaire shall pay a permit fee to the Department for improvements which would customarily be paid to the County's Building Department as a condition to issuance of a permit. The permit fee payable by the Concessionaire to the Department is an amount equal to one per cent (1%) of the construction cost of the improvements. Such fee shall be used to reimburse the Department its costs of maintaining on-site Building Department staff to review Concessionaire's and Sub-tenant's plans/specifications. Such fee shall be non-refundable. The Concessionaire shall be entitled to require the Sub-tenants to pay their proportionate share for the budgeted construction hard costs for the improvements to be made by the Sub-tenants in each Location.

4.12 CONSTRUCTION SERVICES: The Concessionaire shall provide at a minimum, but not limited to, the following design and construction services:

1) Concessionaire Improvements

Pursuant to the terms of this Agreement, the Concessionaire shall construct certain improvements. The Department shall provide the Concessionaire with the scope of such improvements and within a reasonable time period to be mutually agreed to by the Concessionaire and the Department, the Concessionaire shall provide the Department with a preliminary estimate of hard and soft costs for such improvements. Once the Department and the Concessionaire have mutually agreed on the scope of the improvements and the preliminary estimates, the Concessionaire shall proceed to design and construct the improvements in accordance with the provisions of this Agreement.

2) Design and Construction Coordination

a. Concessionaire shall:

1. Be responsible for construction management and coordination of all improvements to the Locations and administrative support space including those of Sub-tenants.
2. Coordinate meetings with Sub-tenants and Sub-tenant's architects, if applicable, MDAD's architects, consultants and others, to review procedures, scheduling site surveys and develop build-out schedules.
3. Coordinate the processing and review of improvement submittals. Design and construction shall be in accordance with the MDAD Design Guidelines

Manual, Life Safety Master Plan, MDAD Retail Concessions Design Guidelines, Florida Building Code and the TAC-N Procedures, as well as all other applicable codes and regulations.

4. Provide Sub-tenants, if applicable, with required information such as, but not limited to, Leasehold Outline or As-Built drawings provided by the Department's Technical Support Division.
5. Provide and coordinate access to Location as necessary.
6. Purchase materials and services, and coordinate the fabrication and installation of the concessionaire development requirement, whereby such elements are the designated responsibility of the Concessionaire, if so implemented.

3) Construction

Concessionaire shall:

1. Attend or cause Sub-tenants to attend pre-construction meetings, construction meetings, and provide to the Department PM minutes of the meeting, coordinate construction with Sub-tenants if applicable, monitor schedule, and coordinate locations development with the Department as required, pursuant to the TAC-N procedures.
2. Adhere to and or cause Sub-tenants to adhere to MDAD's TAC-N Design and Construction procedures and requirements.
3. Ascertain that MDAD's TAC-N Design and Construction procedures and requirements, as applicable, are adhered to by all.
4. Monitor and coordinate the construction start, project timetable schedule and completion date for all Locations, including those of any Sub-tenants.
5. Monitor and report to the Department on on-site activities and progress for improvement work. The Architect/Engineer of record is responsible for day-to-day field observation of all shell and core Locations including, but not limited to, inspections, delivery, coordination and reporting.
6. Monitor construction progress with regard to the schedule and procedures established and make recommendations to the Department for maintaining and improving construction progress as necessary.
7. Establish a uniform system for the timely processing and control of drawings.
8. Review status of drawings with contractor(s) and architect(s) at progress meetings.
9. Review and advise the Department on all changes to the work with regard to cost and impact on the project pro-forma and construction schedule.
10. Monitor punch list completion and review testing and inspection reports for all Locations.
11. Organize and have available upon request completed project files.

12. Coordinate access to the Location to allow staff training and equipment testing.
13. Obtain Certificate of Occupancy for each Location.
14. Submit Record Drawings (As-Built drawings) as per the TAC-N requirements within sixty (60) days from the issuance date of the Certificate of Occupancy, and deliver them to the Department pursuant to the TAC-N procedures.

ARTICLE 5
STANDARDS OF OPERATION

5.01 STANDARDS OF OPERATION: The Concessionaire shall comply with the Department's "Commercial Operations Tenant Handbook", Exhibit K; the "Standards of Operations", Exhibit L, the "MIA Terminal Standards" available on **www.miami-airport.com,** and all revisions to same promulgated from time to time by the Department.

The Department shall have the right to adopt and enforce reasonable and non-discriminatory rules and regulations and operating performance standards with respect to the use of Locations, which the Concessionaire agrees to observe and obey and cause its Sub-tenants to observe and obey. The Department may amend such rules or regulations and operating performance standards from time to time and shall provide copies thereof to the Concessionaire. The Concessionaire shall distribute such rules and regulations and operating performance standards to its Sub-tenants. The Department shall provide the Concessionaire with reasonable prior written notice, not less than fifteen (15) days, prior to the implementation of any such amendment to the rules or regulations and operating performance standards. Those rules include, but are not limited to, any rules and regulations imposed upon the Department by any governmental agency.

The Concessionaire shall implement and comply with all amended requirements, within fifteen (15) days of receipt of an amendment to Exhibit L "Standards of Operation". The Concessionaire shall immediately implement and comply and shall cause its Sub-tenants to immediately implement and comply with any rules and regulations promulgated for safety or security reasons.

The Concessionaire acknowledges the desire of the Department, as part of its obligation to ensure the highest level of public service, to provide the public and air traveler an adequate range and quality of service. The Department may monitor, test or inspect the Locations at any time through the use of its own personnel, and/or the use of a shopping service, and/or by any other reasonable means that do not unduly interfere with the operation of the business. The results of such service audits may be employed by the Department to enforce the obligations in this Agreement.

The Department shall retain the right, in accordance with the provisions of this Agreement, to make reasonable objections to the quality of articles sold, the character of the service rendered to the public, the prices charged, and the appearance and condition of the

Locations, pursuant to Exhibit L "Standards of Operation", as may be amended from time to time. Failure to perform any of the services under this Agreement may result in penalties being imposed pursuant to Sub-Article 3.23 "Penalties".

5.02 PRICING POLICY: The Concessionaire shall maintain a schedule of prices at least 15% below pricing (including sales tax) at comparable Miami area stores and in no event shall the schedule of prices be higher than at other duty and tax free stores operated by the Concessionaire. The Department reserves the right to grant exceptions to the 15% below Miami area prices when the Concessionaire's purchase price does not allow a sufficient margin to cover costs. The Department will require the Concessionaire to furnish quarterly reports of its schedule of current prices and an analysis of comparable (comparable shall mean not in excess of prices charged by others, not including sale pricing) prices of the three top sellers in liquor, tobacco, perfume, chocolates and cosmetics as compared to prices at Houston Intercontinental Airport, the International Terminal at Chicago O'Hare International Airport, New York airports and Los Angeles International Airport. If the Concessionaire's pricing at the Airport materially exceeds the pricing standards established herein, due to currency fluctuations at the foreign airports, such fluctuations shall be explained in the quarterly reports. In addition, the quarterly reports will include comparable prices of the three top sellers in perfume, cosmetics, and chocolates as compared to the following Miami area stores such as: Bloomingdale's at the Falls, Burdines-Macy's at Aventura and Neiman Marcus at Bal Harbour. The three top sellers for liquor will be compared to prices at local Crown Liquors and Flannigan's Liquor stores and the top three sellers for tobacco will be compared to tobacco prices to stores such as Walgreens and Publix supermarkets locally. These quarterly reports shall show actual prices and the average price for each item, and shall be submitted to the Department within five business days after the end of each quarter. The Department, in consultation with the Concessionaire, shall have the right to approve the best seller lists and to revise, from time to time, the stores and airports used for comparison purposes. The Department reserves the right to conduct its own comparative price analysis using a shopping service or by survey.

5.03 DELIVERY OF GOODS:

A. RECEIVING AND DISTRIBUTION: Delivery truck docks are available at the North and South Terminals. Deliveries are on a first come, first serve basis. The Department may institute a security requirement that all packages must arrive via these dock locations and pass through appropriate screening measures, including hand searches, canine dogs, and x-rays. Holding areas for merchandise at the docks are available for rent. These holding areas are to only be used for receiving and breakdown of product for distribution.

Currently, curbside deliveries are permitted daily from 8:00 P.M. until 8:00 A.M. subject to change at any time at the Department's discretion. Airside deliveries are discouraged and should be kept to a minimum to be used primarily for front-loaded concession redistribution of receipted product and merchandise. Front-loaded deliveries are permitted daily in accordance with the same schedule as curbside deliveries.

The Department may elect to use a common warehouse system for which a Common Logistics Fee may be charged for the cost of this facility and associated costs for operating and maintaining this facility.

B. FOR OFF-AIRPORT DUTY FREE: Permittees: As a specific consideration of the issuance of this Agreement, and in recognition of the security and congestion problems of the Airport, the Concessionaire hereby specifically agrees to:

1. Deliver the goods of off-airport duty and tax free permittees for a per parcel fee. Subject to periodic recalculation and the prior approval of the Department, the Concessionaire shall establish a per parcel fee to be paid by the permittee for each parcel turned over to the Concessionaire for delivery. Such fees shall be based on the actual cost incurred for manifesting, dispatching and delivering of the Concessionaire's own duty and tax free goods, plus an allocation for overhead. The Concessionaire shall bill each permittee at the end of each calendar month for parcel delivery fees payable hereunder. The Department, the Concessionaire and the permittees shall meet prior to the commencement date of this Agreement and periodically thereafter, to discuss and establish operating standards and procedures, and forms to be used related to the delivery of parcels hereunder. The Department and the Concessionaire shall, from time to time, publish operating standards and procedures, which shall be complied with by permittees in the off-airport duty and tax free program.

2. The Department reserves the right to authorize another bonded cartsman for the delivery of goods of the off-airport duty and tax free program permittees and, in such event, Sub-Article 5.03 (A) Receiving and Distribution shall be cancelled.

ARTICLE 6

OBLIGATIONS OF THE DEPARTMENT

6.01 DEPARTMENT SERVICES:

A. Department's Maintenance Obligation: The Department shall clean, maintain and operate in good condition the terminal building, excluding the Locations. This obligation includes, but is not limited to, all structural (including, but not limited to, the roof and base floor of the terminal building) and all base building work, maintenance of main electrical and mechanical systems, maintenance of walls and ceilings, and repair/maintenance of the roof. The Department shall maintain the public areas in the terminal building furnished and will provide adequate light, cold water and conditioned air. The Department agrees to make all necessary structural repairs to the Locations at its own expense; provided, however, that for purposes of this Agreement such structural repairs shall not include any repairs to any equipment installed by the Concessionaire or its Sub-tenants, and further provided that the Concessionaire shall or shall cause its Sub-tenants to reimburse the Department, within ten (10) calendar days of receipt of written demand for such reimbursement, for the cost and expense of all structural repairs required as a result of the negligent or intentional acts of the

Concessionaire, its officers, partners, employees, agents, contractors, subcontractors, licensees, Sub-tenants or invitees. The Concessionaire shall give the Department written notice (or verbal notice in the event of any emergency conditions which may result in harm to the patrons of the Airport, which verbal notice shall be followed by written notice within twenty-four (24) hours describing any repair, which is the responsibility of the Department. The Department shall commence the repair process promptly after its receipt of such written notice if the Department agrees that such repair is required and is the Department's responsibility hereunder. The Department, except with respect to the As Is Locations shall provide all portions of the Locations to the Concessionaire in Shell Condition.

B. The Department will provide air conditioning and electrical service as presently existing for the Locations. The Department shall provide to the Concessionaire a utilities matrix which describes the current utilities for each Location within the Locations within thirty (30) days from the Lease Effective Date. All new services, extensions, and/or relocations of existing utilities in order to properly meet the Concessionaire's operational needs shall meet all code requirements and such services, extensions and/or relocations shall be provided at no expense to the Department.

The Department encourages the Concessionaire to provide and install or cause the Sub-tenants to provide and install meters for utilities used, at the Concessionaire's or its Sub-tenant's expense

The Concessionaire must ascertain the extent of the existing utility capacities, before designing any new loads to be connected to existing systems and piping. The Department agrees to cooperate in providing access to the Locations.

Such maintenance by the Department may be subject to interruption caused by repair, strikes, lockouts, labor controversies, inability to obtain fuel, power or parts, accidents, breakdowns, catastrophes, national or local emergencies, and other conditions beyond the control of the Department. If the Concessionaire's or Sub-tenant's Locations are of such a condition as to significantly impact the Concessionaire's or a Sub-tenant's operations for a period in excess of seventy two (72) hours and such damage is not insurable under an insurance policy of the type required to be maintained by the Concessionaire pursuant to this Agreement or the Sub-tenant pursuant to the Sublease or license agreement, the Department shall provide a rent abatement for that portion of the Locations rendered unusable for that period of time that the Department is unable to make repairs required by Sub-Article 6.01 "Department Services".

C. No Other Obligation of Department: The Concessionaire acknowledges that the Department has made no representations or warranties concerning the suitability of the Locations for the Concessionaire's or its Sub-tenant's use or for any other use, and that except as expressly provided in this Agreement, the Department shall have no obligations whatsoever to repair, maintain, renovate or otherwise incur any cost or expense with respect to the Locations or any improvements, furnishings, fixtures, trade

fixtures, signage or equipment constructed or used on or in the Locations by the Concessionaire or its Sub-tenants.

1. The Concessionaire hereby confirms that it has made its own investigation of all the costs of doing business under this Agreement, including the costs of furnishings, fixtures, trade fixtures, inventory, signs and equipment needed for Sub-tenants to operate from the Locations hereunder, that it has done its own projections of the volume of business expected to be generated, that it is relying on its own business judgment concerning its prospects for providing the services required under this Agreement on a profitable basis, and that the Department has not made any representations or warranties with respect to any such matters.
2. The Department does not warrant the accuracy of any statistics or projections relating to the Airport and its operations, which have been provided to the Concessionaire by the Department or anyone on its behalf and the Department shall not be responsible for any inaccuracies in such statistics or their interpretation.
3. All statements contained in this Agreement or otherwise made by the Department or anyone on its behalf concerning any measurement relating to the Locations or any other area of the Airport are approximate only, and any inaccuracy in such statements of measurements shall not give rise to any claim by the Concessionaire under or in connection with this Agreement.
4. The Department shall not be liable to the Concessionaire for any loss of business or damages sustained by the Concessionaire as a result of any change in the operation or configuration of, or any change in any procedure governing the use of, the construction improvements of the terminal building,

ARTICLE 7
FURNITURE, FIXTURES AND EQUIPMENT

7.01 FURNITURE, FIXTURES, AND EQUIPMENT: Any equipment, furnishings, fixtures and signs installed in the Locations by the Concessionaire, shall be in keeping with the decor of the terminal building and must be approved in advance by the Department. Any such equipment, furnishings, fixtures and signs so installed by the Concessionaire, as provided in Sub-Article 4.01 "Improvements to Locations", shall, except as provided in Sub-Article 7.03(B) "Disposal of Furniture, Fixtures, and Equipment", be removed from the Locations within five (5) days following the expiration or earlier termination of this Agreement, in accordance with Sub-Article 7.03 "Disposal of Furniture, Fixtures and Equipment.

7.02 AMERICANS WITH DISABILITIES ACT REQUIREMENTS: The Concessionaire will be responsible, at its cost, for ensuring that the Locations and all equipment therein, and all functions it performs therein as part of the concession, conform in all respects to the requirements of the Americans with Disabilities Act (the "ADA"), including without

limitation, the accessibility guidelines promulgated pursuant thereto. The ADA imposes obligation on both public entities, like the Department and those private entities that offer services for the convenience of users of the public entities' locations. In some circumstances, the public entity must ensure that the operations of the private entity comply with the public entity's ADA obligations. In most cases the ADA obligations of the Department and the Concessionaire will be the same. However, the Department reserves the right to require the Concessionaire to modify its or its Sub-tenant's operations or its physical locations to comply with the Department's ADA obligations with respect to the Locations, as the Department in its sole discretion deems reasonably necessary.

7.03 DISPOSAL OF FURNITURE, FIXTURES, AND EQUIPMENT: At least thirty (30) calendar days prior to the expiration of this Agreement, or upon termination pursuant to Article 12 "Default and Termination by County" or Article 13 "Claims and Termination by Concessionaire" hereof, the Department shall exercise, at its sole discretion, one (1) of the following options as to any equipment, furnishings, fixtures, signs, or carts installed in the Locations by the Concessionaire or any Sub-tenant:

(A) Require the Concessionaire to remove such equipment, furnishings, fixtures, signs, or carts from the Locations within five (5) days following the expiration or earlier termination of this Agreement, subject to the provisions of Sub-Article 4.01 "Improvements to Locations"; or

(B) Retain any portion of the equipment, furnishings, fixtures, signs, or carts of the Concessionaire or any Sub-tenant (personal property as referred to in Sub-Article 4.01 "Improvements to Locations") in accordance with the provisions of this Agreement; provided however, the Department shall have no right to use or display any proprietary signs or logos (e.g., brand names owned by, or licensed or franchised to Concessionaire or any Sub-tenant).

ARTICLE 8
MAINTENANCE

8.01 CLEANING: The Concessionaire shall, at its cost and expense, keep or cause its Sub-tenants to keep the Locations clean, neat, orderly, sanitary and presentable at all times. If the Locations are not kept clean in the as provided in the Standards of Operation, Exhibit ---the Concessionaire will be so advised and shall take immediate corrective action. Failure to take immediate corrective action may result in penalties being assessed pursuant to Sub-Article 3.23 "Penalties".

8.02 REMOVAL OF TRASH: The Concessionaire shall, at its cost and expense, remove or cause to be removed from the Locations and properly disposed of in Department provided containers, all trash and refuse of any nature whatsoever which might accumulate and arise from the operations hereunder. If the Concessionaire enters into agreements for the janitorial and trash removal or any Sub-tenant service within the Locations, such service providers must have permits issued by the Department to do business at the Airport. Trash

shall not be stored in any area visible to the public nor cause a private or public hazard through its means of storage. All edible items must be contained so as to minimize exposure to pests. The Concessionaire shall have the right to charge Sub-tenants for a proportionate share of any such costs and expenses incurred to remove and properly dispose of all trash, refuse, and pest control as a result of inactions or actions by the Concessionaire and/or its Sub-tenants of any nature whatsoever. Any trash left or stored in any area visible to the public or edible items not properly contained may result in penalties being assessed pursuant to Sub-Article 3.23 "Penalties".

The Department reserves the right to back charge the Concessionaire for waste disposal a proportionate share in a non-discriminatory manner either indirectly through rental rates or directly by a Department generated bill for actual usage. Such charges shall not exceed the Department's actual costs.

8.03 MAINTENANCE AND REPAIR: Except with respect to the Department's maintenance and repair obligations as set forth in Sub-Article 6.01 "Department Services", the Concessionaire shall maintain and repair or cause to be maintained and repaired the interiors and exterior storefronts of the Locations. Such maintenance and repairs shall include, but not be limited to, painting, ceiling, walls, floors, laminating doors, windows, equipment, furnishings, fixtures, appurtenances, replacement of ceiling light bulbs, ballast and the replacement of all broken glass, which repairs shall be in quality and class equal to or better than the original work to preserve the same in good order and condition. Maintenance for all equipment furnished by the Concessionaire or its Sub-tenants specifically as a result of their operation shall remain with the Concessionaire or its Sub-tenants. The Concessionaire shall repair or cause to be repaired, at or before the end of the Term of this Agreement, all injury done by the installation or removal of furniture and personal property so as to restore the Locations to the state they were at the commencement of this Agreement, reasonable wear and tear excluded. The Department may, at any time during normal business hours, enter upon the public areas of the Locations, or with appropriate notice, enter upon the non-public areas of the Locations, to determine if maintenance is being performed satisfactorily. The Department may enter upon any Location when a Location is not open for business if the Department provides the Concessionaire notice no less than two (2) hours in advance so that a representative of either the Concessionaire and/or a representative of the applicable Sub-tenant may be present, except in the case of real or perceived emergencies where no such representatives shall be required to be present. If it is determined that said maintenance is not satisfactory, the Department shall so notify Concessionaire in writing. If said maintenance is not performed by Concessionaire (or if the Concessionaire fails to cause the Sub-tenant to perform such maintenance) to the satisfaction of the Department within seven (7) calendar days after receipt of such written notice, Department shall have the right to enter upon the Locations and perform such maintenance and charge Concessionaire for such services.

8.04 FAILURE TO MAINTAIN: Upon failure of the Concessionaire or its Sub-tenants to maintain the Locations as provided in this Article 8 "Maintenance", the Department may enter upon the Locations and perform all cleaning, maintenance and repairs which may be necessary and the cost thereof plus twenty-five percent (25%) for administrative costs, shall constitute additional rental, and shall be billed to and paid by the Concessionaire, in

addition to any penalties imposed by the Department pursuant to Sub-Article 3.23 "Penalties".

Failure to pay said costs upon billing by the Department will cause this Agreement to be in default as stated in Sub-Article 12.02 "Payment Default".

8.05 ENVIRONMENTAL RECYCLING: The Department is actively engaging in the development of environmental programs. A recycling program is planned at the Airport to include the participation of all Airport Concessionaires. Participation in this program, once established, will be mandatory. The Concessionaire and/or its Sub-tenants shall agree to bear any reasonable and actual costs associated with the implementation and continued operation of this recycling program, or propose for approval by the Department an alternative environmental recycling plan which such approval shall not be unreasonably withheld.

Proper disposal of contaminated and/or regulated materials generated by the Concessionaire or its Sub-tenants is the sole responsibility of the Concessionaire. Disposal must be through the use of a licensed vendor regulated by the State of Florida and/or any other federal or local regulatory agency.

8.06 FIRE PROTECTION AND SAFETY EQUIPMENT: The Concessionaire and its Sub-tenants must provide and maintain all fire protection and safety equipment and all other equipment of every kind and nature required by any applicable law, rule, ordinance, resolution or regulation, for the Term of this Agreement, and extensions, if any, or any insurance carrier providing insurance covering any portion of the Locations.

8.07 ENVIRONMENTAL COMPLIANCE:

1. Definitions: For purposes of this Agreement, the following additional definitions apply:

   A. "Environmental Claim" means any investigative, enforcement, cleanup, removal, containment, remedial or other private, governmental or regulatory action at any time threatened, instituted or completed pursuant to any applicable Environmental Requirement, against Management or against or with respect to the Facilities or any condition, use or activity on the Facilities (including any such action against County), and any claim at any time threatened or made by any person against Management or against or with respect to the Facilities or any condition, use or activity on the Facilities (including any such claim against County), relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or in any way arising in connection with any Hazardous Material or any Environmental Requirement.

   B. "Environmental Law" means any federal, state or local law, statute, ordinance, code, rule, regulation, license, authorization, decision, order, injunction, decree, or rule of common law, and any judicial or agency interpretation of any of the foregoing, which pertains to health, safety, any Hazardous Material, or the

environment (including, but not limited to, ground or air or water or noise pollution or contamination, and underground or aboveground tanks) and shall include without limitation, the Solid Waste Disposal Act, 42 U.S.C. § 6901 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq. ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Hazardous Materials Transportation Act 49 U.S.C. § 1801 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act 42 U.S.C. § 7401 et seq.; the Toxic Materials Control Act 15 U.S.C. § 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300f et seq.; Chapters 403, 376 and 373, Florida Statutes; Chapters 24 and 25 of the Miami-Dade County Code, and any other local, state or federal environmental statutes, codes, or ordinances, and all rules, regulations, orders and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

C. "Environmental Requirement" means any Environmental Law, agreement or restriction (including, but not limited to, any condition or requirement imposed by any insurance or surety company), as the same now exists or may be changed or amended or come into effect in the future, which pertains to health, safety, any Hazardous Material, or the environment including, but not limited to, ground or air or water or noise pollution or contamination, and underground or aboveground tanks.

D. "Hazardous Material" means any substance, whether solid, liquid or gaseous, which is listed, defined or regulated as a "hazardous substance, a hazardous waste" or "solid waste," or pesticide, or otherwise classified as hazardous or toxic, in or pursuant to any Environmental Requirement; or which is or contains asbestos, radon, any polychlorinated biphenyl, urea formaldehyde foam insulation, explosive or radioactive material, or motor fuel or other petroleum hydrocarbons; or which causes or poses a threat to cause contamination or a nuisance on the Facilities or any adjacent Facilities or a hazard to the environment or to the health or safety of persons on the Facilities.

E. "On" or "in" when used with respect to the Facilities or any Facilities adjacent to the facilities, means "on, in, under, above or about."

F. "Recognized Environmental Condition" shall have the meaning set forth in ASTM E 1527-97, Section 3.3.28.

2. Management's Industrial Classification: Management represents and warrants to County that Management's Standard Industrial Classification ("SIC") code number, as published in the most recent SIC Manual from the United States Office of Management and Budget, and as used on Management's Federal Tax Return is _____.

3. Management's Acceptance of the Risks and Condition of Facilities As-Is: Management agrees that the Facilities shall be delivered to Management in its current "as-is with all

faults" condition. Management hereby requests, warrants, covenants, agrees, and acknowledges that:

A. Hazardous Materials may be present on the Facilities. The County is currently engaged in a significant environmental remediation program at MIA and does not desire to accept any additional risk attributable to environmental conditions at the Facilities.

B. Under Article 6 of this Agreement, "Obligation of the Department", Management is provided the opportunity to conduct an independent investigation of the Facilities and the physical condition thereof, including the potential presence of any Hazardous Materials on or about the Facilities. Whether Management has conducted such an investigation or not, Management is fully aware of the condition of the Facilities and the properties surrounding Facilities, and is willing to proceed with this Agreement in light of the environmental condition of the Facilities. Management's report on the investigation, if any such report has been prepared, will be provided to the County.

C. Because of the possible presence of environmental contaminants on the Facilities, the County has made no express, implied, or other representations of any kind in connection with the physical condition of the Facilities, or any improvements appurtenant thereto including, without limitation, the physical condition of any building materials, building systems, soils or groundwater conditions, or the presence of Hazardous Materials in, on, under, or about the Facilities, and Management has relied solely on Management's own inspection and examination of such matters.

D. Except as to County's obligations set forth in this Article or elsewhere in this Agreement, Management expressly assumes the risk that Hazardous Materials that are or may be present on the Facilities at the commencement of this Agreement may affect the suitability or usability of the Facilities for Management's proposed or intended use. Management agrees that, except to the extent of County's remediation obligations provided in item 14 of this Subarticle, County shall have no responsibility or liability with respect to any Hazardous Materials on the Facilities. In no event shall County be liable to Management for damages relating to physical or personal injury, business interruptions, relocation costs, or any other cost resulting from the presence of Hazardous Materials on the Facilities at any time during this Agreement.

4. County's Disclosure of Soil and Groundwater Contamination:

A. The County shall conduct response actions mandated by existing Environmental Requirements for Hazardous Materials disclosed in the Baseline Audit as defined in item 5 of this Subarticle and the Management Audit as defined in item 6 of this Subarticle. If this Agreement contemplates construction by Management, any Hazardous Material discovered during any Construction Period as defined in Subarticle 1(E) shall be presumed to be a County obligation under this Agreement except to the extent the Department demonstrates to the satisfaction of the

Department of Environmental Resources Management ("DERM") that the Hazardous Materials were introduced by Management, Management's agents, employees, contractors, invitees or trespassers, in which case the responsibility therefore is Management's. After any Construction Period, any Hazardous Material discovered on the Facilities and not previously identified in the Baseline Audit or Management Audit shall be the responsibility of Management, except to the extent that Management demonstrates to the satisfaction of DERM that such Hazardous Materials originated from (1) a discharge, disposal or release outside of the Facilities, unless such discharge, disposal or release was caused by Management, Management's agents, employees, contractors or invitees; or (2) a discharge, disposal or release of Hazardous Material on the facilities prior to Management's first occupancy of the Facilities and not caused by Management, Management's agents, employees, contractors, invitees, or trespassers.

B. County's responsibility for remediation under item 4 of this Subarticle shall be limited to the Recognized Environmental Conditions required to be remediated under then-existing Environmental Requirements. If County is permitted to leave any Hazardous Material in place under existing Environmental Requirements, County shall have the option of so doing unless a governmental authority requires the removal of Hazardous Materials for Management to be able to continue with construction or occupancy of the Facilities.

C. (1) To the extent they exist, the County has made available to Management copies of Contamination Assessment Reports ("CARs") and Remedial Action Plans ("RAPs") regarding any soil and groundwater contamination at the Facilities. Such CARs and RAPs are listed in Exhibit "N" to this Agreement. The County may have already installed or may have plans to install remediation systems to clean up the contamination described in such CARs and RAPs to the extent they exist. Management agrees that during the term of this Agreement, County's authorized representatives shall have the right to enter the Facilities in order to operate, inspect, maintain, relocate and replace such systems. Without limiting the generality of the foregoing, the County shall have the right to: (a) install, use, monitor, remove (or, in connection with monitoring wells, abandon in place in accordance with applicable governmental regulations) soil borings, treatment systems, pumps, monitoring wells, and associated equipment: (b) construct, maintain, and ultimately remove various mechanical devices designed to aid in the monitoring and remediating effort; and (c) undertake such related activities as the County or other governmental authorities may require or recommend, utilizing such methods as County or the applicable governmental authorities may elect in order to remediate the contamination described in any CARs and RAPs (collectively, the "Remedial Action").

(2) County shall utilize reasonable efforts to minimize any disturbance of the Management's use of the Facilities caused by the Remedial Action and Management agrees that it shall not interfere with or obstruct the Remedial Action. County and Management each agree to take such action as may be

reasonable to coordinate their operations so as to minimize any interference with the other party. If vehicles, equipment, or materials belonging to the Management have to be temporarily relocated to permit the Remedial Action to be performed, the Management will effect such relocation at no expense to the County.

(3) If Remedial Action equipment or materials need to be temporarily stored in a secure location on the Facilities, the Management will provide reasonable storage inside the building on the Facilities for such equipment and materials at no expense to the County. The Management will provide the County with water and electrical service in connection with the Remedial Action, without charge. Management acknowledges that Remedial Action may be conducted at the Facilities at any time during the term of the Agreement and may continue until such time as a no further action letter is obtained from the appropriate regulatory authorities.

5. Baseline Audit: Unless Management has agreed to extend the delivery date until thirty (30) days after the commencement of this Agreement, the County has provided Management with a copy of an environmental audit of the Facilities, which audit includes analysis of soil and groundwater samples (the initial "Baseline Audit"). Unless this is a renewal lease, the County shall be responsible for any Recognized Environmental Conditions within the meaning of ASTM E 1527-97, Section 3.3.28, disclosed by the Baseline Audit which the County may respond to, to the extent provided in Subarticle 4(B), during the term of this Agreement. Unless this is a renewal lease, Management may terminate this Agreement within thirty (30) days of receipt of the Baseline Audit if Management, in its sole discretion, determines that the Recognized Environmental Conditions disclosed in such Baseline Audit are unacceptable, provided Management notifies the Department in writing twenty (20) days prior to termination. If this is a renewal lease, Management shall be responsible for all Recognized Environmental Conditions disclosed in the Baseline Audit unless Management demonstrates to the County's satisfaction that the Recognized Environmental Conditions originated from (1) a discharge, disposal or release outside of the Facilities, unless such discharge, disposal or release was caused by Management, Management's agents, employees, contractors or invitees; or (2) a discharge, disposal or release of Hazardous Material on the facilities prior to Management's first occupancy of the Facilities and not caused by Management, Management's agents, employees, contractors, invitees, or trespassers.

6. Management Audit: Management, at its sole cost and expense, shall have the right to conduct, within sixty (60) days of receipt of the Baseline Audit, an environmental inspection of the Facilities (the "Management Audit"), through an independent environmental consultant approved in writing by the Department, such approval not to be unreasonably withheld or delayed. If Management elects to conduct a Management Audit, it shall furnish the Department a copy of the Management Audit within thirty (30) days of receipt of the Baseline Audit. The purpose of the Management Audit is to determine whether there are present on the Facilities any

Recognized Environmental Conditions and to delineate the vertical and horizontal extent of any soil or groundwater contamination not identified in the Baseline Audit or any CARs or RAPs. Within thirty (30) days of receipt of such Management Audit, the County shall notify Management if it disputes the Recognized Environmental Conditions or the delineation of subsurface conditions described in the Management Audit. Any such dispute shall be resolved by DERM, which resolution shall be binding on the parties as to the existence of Recognized Environmental Conditions on the Facilities as of the commencement of this Agreement. If the Management Audit reveals any Recognized Environmental Conditions or delineates any subsurface contamination not disclosed in any CARs, RAPs, or Baseline Audit, then, unless this is a renewal lease, the County, at its option, shall: (i) allow Management to terminate this Agreement within fifteen (15) days of receipt of such notice to the County; or (ii) notify Management that it has agreed to be responsible for such Recognized Environmental Conditions and delineated subsurface contamination to the same extent as the County is responsible for the Recognized Environmental Conditions and subsurface contamination disclosed in any CARs, RAPs, and the Baseline Audit. If the County allows Management to terminate the Agreement and Management elects not to terminate, Management's failure to terminate shall constitute a waiver of Management's rights to terminate its obligations under this Agreement and a waiver of any claim it may have against the County with respect to Recognized Environmental Conditions and subsurface contamination disclosed in such Management Audit. If this is a renewal lease, Management shall be responsible for all Recognized Environmental Conditions disclosed in the Management Audit unless Management demonstrates to the County's satisfaction that the Recognized Environmental Conditions originated from (1) a discharge, disposal or release outside of the Facilities, unless such discharge, disposal or release was caused by Management, Management's agents, employees, contractors or invitees; or (2) a discharge, disposal or release of Hazardous Material on the facilities prior to Management's first occupancy of the Facilities and not caused by Management, Management's agents, employees, contractors, invitees, or trespassers.

7. Environmental Maintenance of Facilities: Except for the obligations of the Departmentunder Article 6, Obligations of the Department, Management shall, at its sole cost and expense, keep, maintain, use, and operate the Facilities at all times in compliance with all Environmental Laws, and shall maintain the Facilities in good and sanitary order, condition, and repair.

8. Management's Use of Hazardous Materials: Management shall not use, store, generate, treat, transport, or dispose of any Hazardous Material on the Facilities without first obtaining County's written approval. Management shall notify County and seek such approval in writing at least thirty (30) days prior to bringing any Hazardous Material onto the Facilities. County may withdraw approval of any such Hazardous Material at any time, for reasonable cause related to the threat of site contamination, or damage or injury to persons, Facilities or resources on or near the Facilities. Upon withdrawal of such approval, Management shall immediately remove the Hazardous Material from the site. County's written approval of or

failure to approve the use of a Hazardous Material under this paragraph shall not limit or affect Management's obligations under this Agreement, including Management's duty to remedy or remove releases or threatened releases; to comply with Environmental Laws relating to the use, storage, generation, treatment, transportation, and/or disposal of any such Hazardous Materials; or to indemnify County against any harm or damage caused thereby. Management shall promptly and completely answer periodic questionnaires from the County concerning Management's practices regarding the generation, use, storage, and disposal of Hazardous Materials.

9. Entry by County: Notwithstanding any other right of entry granted to County under this Agreement, County shall have the right to enter the Facilities or to have consultants enter the Facilities throughout the Term of this Agreement for the purposes of: (1) determining whether the Facilities are in conformity with Environmental Law; (2) conducting an environmental audit or investigation of the Facilities; (3) determining whether Management has complied with the environmental requirements of this Agreement; (4) determining the corrective measures, if any, required of Management to ensure the safe use, storage, and disposal of Hazardous Materials; or (5) removing Hazardous Materials (except to the extent used, stored, or disposed of by Management in compliance with Environmental Requirements and the terms of this Agreement). Management agrees to provide access and assistance for such inspections. Inspections shall be conducted in a manner so as to reasonably minimize interruptions of business operations on the Facilities.

   Such inspections may include, but are not limited to, entering the Facilities or adjacent property with drill rigs or other machinery for the purpose of obtaining laboratory samples of soil or groundwater conditions. County shall not be limited in the number of such inspections during the Term of this Agreement. To the extent such inspections disclose the presence of Hazardous Materials used, stored, or disposed of by Management or its agents, employees, contractors, or invitees in violation of the terms of this Agreement, Management shall reimburse County for the cost of such inspections within ten (10) days of receipt of a written statement thereof. If such consultants determine that Hazardous Materials have been released, discharged, stored, or used on the Facilities in violation of the terms of this Agreement, Management shall, in a timely manner, at its expense, remove such Hazardous Materials and otherwise comply with the recommendations of such consultants to the satisfaction of County and any other regulatory authorities. The right granted to County herein to inspect the Facilities shall not create a duty on County's part to inspect the Facilities, nor liability of County for Management's use, storage, or disposal of Hazardous Materials, it being understood that Management shall be solely responsible for all liability in connection therewith.

10. Permits and Licenses: The Management warrants that it will secure at the times required by issuing authorities all permits or approvals that are required by any governmental authority to enable Management to conduct its obligations under this Agreement. Upon request, Management shall provide to County copies of all

permits, licenses, certificates of occupancy, approvals, consent orders, or other authorizations issued to Management under applicable Environmental Requirements.

11. Notice of Discharge to County:

A. In the event of: (a) the happening of any material event involving the spill, release, leak, seepage, discharge, or clean up of any Hazardous Material on the Facilities in connection with Management's operation thereon; or (b) any Environmental Claim affecting Management from any person or entity resulting from Management's use of the Facilities, then Management shall immediately notify County orally within twenty-four (24) hours and in writing within three (3) business days of said notice. If County is reasonably satisfied that Management is not promptly commencing the response to either of such events, County shall have the right but not the obligation to enter onto the Facilities or to take such other actions as it shall deem necessary or advisable to clean up, remove, resolve or minimize the impact of or otherwise deal with any such Hazardous Material or Environmental Claim following receipt of any notice from any person or any entity having jurisdiction asserting the existence of any Hazardous Material or an Environmental Claim pertaining to the Facilities or any part thereof, which if true, could result in an order, suit or other action against the County. If Management is unable to resolve such action in a manner which results in no liability on the part of County, all reasonable costs and expenses incurred by County shall be deducted from Management's Management Fee.

B. With regard to any reporting obligation arising out of Management's operations or during the Agreement, Management shall timely notify the State of Florida Department of Environmental Protection, Miami-Dade County Department of Environmental Resources Management, and the United States Environmental Protection Agency, as appropriate, with regard to any and all reporting obligations while simultaneously providing written notice to County.

C. Within sixty (60) days of execution of this Agreement, Management shall submit to County an emergency action plan/contingency plan setting forth in detail Management's procedures for responding to spills, releases, or discharges of Hazardous Materials. The emergency action plan/contingency plan shall identify Management's emergency response coordinator and Management's emergency response contractor.

12. Reports to County: For any year in which any Hazardous Materials have been used, generated, treated, stored, transported or otherwise present on or in the Facilities pursuant to the provisions of this Agreement, Management shall provide County with a written report listing the Hazardous Materials which were present on the Facilities; all releases of Hazardous Materials that occurred or were discovered on the Facilities; all compliance activities related to such Hazardous Materials, including all contacts with government agencies or private parties of any kind concerning Hazardous Materials; and all manifests, business plans, consent

agreements or other documents relating to Hazardous Materials executed or requested during that time period. The report shall include copies of all documents and correspondence related to such activities and written reports of all oral contacts relating thereto.

13. Periodic Environmental Audits: Management shall establish and maintain, at its sole expense, a system to assure and monitor continued compliance on the Facilities with all Environmental Laws, which system shall include, no less than once each year, a detailed review of such compliance (the "Environmental Audit") by such consultant or consultants as the Department may approve. Management shall provide the Department with a copy of its annual Environmental Audit which shall be consistent with ASTM's "Practice for Environmental Regulatory Compliance Audits" or other recognized format approved by County. If the Environmental Audit indicates any violation of any Environmental Law, Management shall, at the request of County, provide a detailed review of the status of any such violation by such consultant or consultants (the "Supplemental Audit") within thirty (30) days of the County's request.

14. Remediation of Hazardous Material Release: If any Hazardous Materials are released, discharged, or otherwise come to be located on or about the Facilities in violation of this Article, Management shall promptly take all actions, at its sole expense as are necessary to return the affected portion of the Facilities and any other affected soil or groundwater to their condition existing prior to the Hazardous Material Release. County shall have the right to approve all such remedial work, including, without limitation: (i) the selection of any contractor or consultant Management proposes to retain to investigate the nature or extent of such Hazardous Material Release or to perform any such remedial work; (ii) any reports or disclosure statements to be submitted to any governmental authorities prior to the submission of such materials; and (iii) any proposed remediation plan or any material revision thereto prior to submission to any governmental authorities. Notwithstanding the foregoing, County's prior consent shall not be necessary if a Hazardous Material Release poses an immediate threat to the health, safety, or welfare of any persons and, despite Management's best efforts, it is not possible to obtain County's consent before taking remedial action to abate such immediate threat, provided that: (a) Management shall notify County as soon as possible and shall thereafter obtain County's consent as otherwise provided in this paragraph; and (b) Management shall take only such action as may be necessary or appropriate to abate such immediate threat and shall otherwise comply with the provisions of this paragraph. In addition to any rights reserved by County in this Agreement, County shall have the right, but not the obligation, to participate with Management and Management's consultants and contractors in any meetings with representatives of the governmental authorities, and Management shall provide County reasonable notice of any such meetings. All remedial work shall be performed in compliance with all Environmental Laws. The County's consent to any remedial activities undertaken by Management shall not be withheld so long as County determines, in it sole, good faith judgment, that such activities will not cause any material adverse

long-term or short-term effect on the Facilities, or other adjoining property owned by County.

15. Indemnity: Management shall indemnify, defend (with counsel satisfactory to County), and hold County, its directors, officers, employees, agents, assigns, and any successors to County's interest in the Facilities, harmless from and against any and all loss, cost, damage, expense (including reasonable attorneys' fees), claim, cause of action, judgment, penalty, fine, or liability, directly or indirectly, relating to or arising from the use, storage, release, discharge, handling, or presence of Hazardous Materials on, under, or about the Facilities in violation of Managements obligations under this Agreement ("Hazardous Materials Release"). This indemnification shall include without limitation: (a) personal injury claims; (b) the payment of liens; (c) diminution in the value of the Facilities; (d) damages for the loss or restriction on use of the Facilities; (e) sums paid in settlement of claims; (f) actual attorneys' fees, consulting fees, and expert fees, (g) the cost of any investigation of site conditions, and (h) the cost of any repair, cleanup, remedial, removal, or restoration work or detoxification if required by any governmental authorities or deemed necessary in County's reasonable judgment. County shall have the right, but not the obligation, to join and participate in, and control, if it so elects for any proceedings or actions in which the County is a named party, any legal proceedings or actions initiated in connection with the Hazardous Materials release. County may also negotiate, defend, approve, and appeal any action in which County is named as a party taken or issued by any applicable governmental authorities with regard to a Hazardous Materials release. Any costs or expenses incurred by County for which Management is responsible under this paragraph or for which Management has indemnified County: (i) shall be paid to County on demand, during the term of this Agreement from Management's Management Fee; and (ii) from and after the expiration or earlier termination of the Agreement shall be reimbursed by Management on demand. Management's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Agreement and shall bind Management's successors and assignees and inure to the benefit of County's successors and assignees.

A. This indemnity specifically includes the direct obligation of Management to perform, at its sole cost and expense, any remedial or other activities required, ordered, recommended or requested by any agency, governmental official or third party, or otherwise necessary to avoid or minimize injury or liability to any person, or to prevent the spread of pollution, however it came to be located thereon. Management shall perform all such work in its own name in accordance with applicable laws. Management acknowledges that the County's regulatory power in this regard is independent of the County's contractual undertakings herein, and nothing herein shall affect the County's right in its regulatory capacity to impose its environmental rules, regulations, and authorities upon the Management in accordance with the law.

B. Without waiving its rights hereunder, County may, at its option, perform such remedial work as described in paragraph A above, and thereafter seek reimbursement for the costs thereof. Management shall permit County or its designated representative access to the Facilities to perform such remedial activities.

C. Whenever County has incurred costs described in this section, Management shall, within thirty (30) days of receipt of notice thereof, reimburse County for all such expenses together with interest from the date of expenditure at the rate of 1½% per month or legal rate, whichever is greater.

D. Without limiting its obligations under any other paragraph of this Agreement, Management shall be solely and completely responsible for responding to and complying with any administrative notice, order, request or demand, or any third party claim or demand relating to potential or actual Hazardous Materials contamination on the Facilities. Management's responsibility under this paragraph includes, but is not limited to, responding to such orders on behalf of County and defending against any assertion of County's financial responsibility or individual duty to perform under such orders. Management shall assume, pursuant to the Indemnity provision set forth in this Article, any liabilities or responsibilities which are assessed against County in any action described under this paragraph.

16. Environmental Insurance: Unless otherwise agreed to in writing by the County, or due to the existence of such coverage in other policies or for other reasons, Management shall obtain pollution liability insurance to cover the risks associated with the handling, storage, use, disposal, and possible release of Hazardous Materials at the Facilities in an amount not less than $20,000,000 as required in Subsection 14. In any such policy, the County shall be named as an additional insured and Management, upon execution of this Agreement, shall deliver to County a copy of the insurance certificate consistent with this paragraph.

17. Waiver and Release: Management, on behalf of itself and its heirs, successors and assigns, hereby waives, releases, acquits and forever discharges County, its principals, officers, directors, employees, agents, representatives and any other person acting on behalf of the County, and the successors and assigns of any of the preceding, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which Management or any its heirs, successors, or assigns now has or which may arise in the future on account of or in any way related to or in connection with any past, present or future physical characteristic or condition of the Facilities, including, without limitation, any Hazardous Material, in, at, on, under or related to the Facilities, or any violation or potential violation of any environmental law applicable thereto; provided, however, this Subsection 15 shall not apply to a waiver or release of any obligation of County under Subsection 4(A). Management acknowledges that the County would not

enter into this Agreement without Management's agreement to the waiver and release provided herein.

18. Surrender of Facilities: Management shall surrender the Facilities to County upon the expiration or earlier termination of this Agreement free of debris, waste, and Hazardous Materials used, stored, or disposed of by Management or its agents, employees, contractors or invitees or otherwise discharged on the Facilities during the term of this Agreement; provided, however, Management shall not be responsible to the extent of County's obligations under Subsection 4(A). The Facilities shall be surrendered in a condition that complies with all Environmental Requirements, recommendations of environmental consultants hired by County, and such other reasonable environmental requirements as may be imposed by County.

19. Breach: Any breach by Management of any provision of this Article shall constitute a default of this Agreement and shall entitle County to exercise any and all remedies provided in this Agreement, or as otherwise permitted by law.

20. Survivability of Terms: The terms and conditions of this Article, including the indemnification, waiver, and release provisions, shall survive the termination of this Agreement.

ARTICLE 9
ASSIGNMENT AND OWNERSHIP

9.01 NO ASSIGNMENT: The Concessionaire shall not assign, transfer, pledge or otherwise encumber this Agreement nor shall the Concessionaire allow others to use the Locations, without the prior written consent of the Department.

9.02 OWNERSHIP OF THE CONCESSIONAIRE: Since the ownership, control, and experience of the Concessionaire were material considerations to the County in the award of this concession and the entering into of this Agreement, the Concessionaire shall take no actions which shall serve to transfer or, sell majority ownership or control of the Concessionaire without the prior written consent of the Department.

9.03 CHANGE OF CONTROL: If Concessionaire is a corporation the issuance or sale, transfer or other disposition of a sufficient number of shares of stock (deemed to mean more than fifty-percent (50%) of the stock) in the Concessionaire to result in a change of control of Concessionaire shall be deemed an assignment of this Agreement for purposes of this Article 9 "Assignment and Ownership". If the Concessionaire is a partnership, transfer of any interest in the partnership, which results in a change in control of such Concessionaire, shall be deemed an assignment of this Agreement for purposes of this Article 9 "Assignment and Ownership".

9.04 HOLDOVER:

A. With the Department's Permission:

If the Concessionaire (or anyone claiming through Concessionaire) shall remain in possession of the Locations or no less than seventy percent (70%) of the square footage of the Locations thereof after the termination of this Agreement by written agreement executed by the Department at the person or entity remaining in possession shall be deemed a concessionaire at sufferance otherwise subject to all of the provisions of this Agreement. The Concessionaire shall thereafter continue to pay the Minimum Monthly Guarantee, as such Minimum Monthly Guarantee is subject to an annual Consumer Price Index adjustment. Such adjustment will be calculated by dividing the most recent Consumer Price Index published immediately prior to the expiration of the Lease and Concession Agreement and the most recent Consumer Price Index published one year immediately prior to the termination date and multiplying such amount by the Minimum Annual Guarantee. The recalculated Minimum Annual Guarantee will be used as the basis for calculating the Minimum Monthly Guarantee. Notwithstanding the adjustment, in no event will any adjustment by the Consumer Price Index cause the Minimum Annual Guarantee for any year to be lower than the amount of such Minimum Annual Guarantee for the Term. If the Consumer Price Index is discontinued or revised during the Term, any such other governmental index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Consumer Price Index had not been discontinued or revised.

In addition, the Concessionaire shall pay the applicable Monthly Percentage Fee, and monthly installment or rent for the Concessionaire's Office pursuant to Sub-Article 3.06 "Rental Rate Adjustment" (if Concessionaire remains in such Space), on account of the holdover use and occupancy of the Locations. One-sixtieth (1/60) of any un-amortized investment amounts per store Location owed the Concessionaire by the Department, for the slippage in Location turnover shall be extinguished, for each additional month the Concessionaire or its Sub-tenant remains in possession of any portion of the Locations. This provision shall survive the expiration or the termination of this Agreement.

B. Without Department Permission:

If the Concessionaire (or anyone claiming through Concessionaire) shall remain in possession of the Locations or any part thereof after the termination of this Agreement, without a written agreement executed by the Department, then without limiting the Department's other rights and remedies, the person or entity remaining in possession shall be deemed a concessionaire at sufferance otherwise subject to all of the provisions of this Agreement. The Concessionaire shall thereafter pay on account of its holdover use and occupancy of the Locations a sum, at a rate equal to two times (2x) the amount payable monthly as MMG PLUS Monthly Percentage Fee PLUS monthly installment of the administrative support space annual lease

rental pursuant to Sub-Article 3.06 " Rental Rate Adjustment", and with all additional rent also payable as provided in this Agreement (the "Holdover Charges"). Imposition of Holdover Charges, extinguishes any un-amortized investment amounts owed the Concessionaire by the Department, for the slippage in Location turnover. The Holdover Charges shall be payable weekly in advance. Notwithstanding the above, the Concessionaire shall remain liable to the Department for all damages resulting from such breach, with the amount of any Holdover Charges accepted by the Department on account of the holdover considered as mitigation of such damages. The covenant in this Sub-Article shall survive the expiration or the termination of this Agreement.

ARTICLE 10
INDEMNIFICATION

10.01 INDEMNIFICATION REQUIRED OF CONCESSIONAIRE: The Concessionaire shall indemnify, defend, and hold harmless the Department and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and cost of defense, which the Department or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Concessionaire or its employees, agents, servants, partners, principles or any other persons. The Concessionaire shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Department, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

The Concessionaire expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Concessionaire shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Department or its officers, employees, agents and instrumentalities as herein provided.

ARTICLE 11
INSURANCE

11.01 INSURANCE REQUIRED OF CONCESSIONAIRE: Within thirty (30) calendar days after notice of award and prior to the commencement of the Term of this Agreement, the Concessionaire shall obtain all insurance required under this Article and submit it to the Department, c/o Risk Management, P.O. Box 592075, Miami, Florida 33159-2075 for approval. All insurance shall be maintained throughout the Term and any Extensions, if exercised, of this Agreement.

The limits for each type of insurance may be revised upon review and approval of the Concessionaire's operations. Additional types of insurance coverage or increased limits

may be required if, upon review of the operations, the Department determines that such coverage is necessary or desirable.
Certificate(s) of insurance from the Concessionaire must show coverage has been obtained that meets the requirements as outlined below Workers' Compensation as required by Chapter 440, Florida Statutes.

A. Workers' Compensation as required by Chapter 440, Florida Statutes

B. Public Liability Insurance on a comprehensive basis including Contractual Liability, Broad Form Property Damage and Products and Completed Operations in an amount not less than $1,000,000 per occurrence for Bodily Injury and Property Damage combined. This policy shall include Miami-Dade County as an additional insured with respect to this coverage.

The Public Liability Insurance coverage shall include those classifications, as listed in Standard Liability Insurance Manuals, which are applicable to the operations of the Concessionaire in the performances of this Agreement.

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Agreement in an amount not less than $500,000* per occurrence for Bodily Injury and Property Damage combined.

*Under no circumstances is the Concessionaire allowed on the Airside Operation Area (AOA) without increasing automobile coverage to $5,000,000 as approved by the Department's Risk Management Office.

11.02 CERTIFICATE CONTINUITY: The Concessionaire shall be responsible for assuring that the insurance certificates required in conjunction with Article 11 "Insurance " remain in force for the duration of this Agreement, including the First Extended Term and Second Extended Term, if applicable. If insurance certificates are scheduled to expire during the lease period, the Concessionaire shall be responsible for submitting new or renewed insurance certificates to the Department's Risk Management Office at a minimum of thirty (30) calendar days before such expiration.

Certificates will show that no modification or change in insurance shall be made without thirty (30) calendar days written advance notice to the certificate holder.

11.03 INSURANCE COMPANY RATING REQUIREMENTS: All insurance policies required above from the Concessionaire shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Department's Risk Management Office.

11.04 CONCESSIONAIRE LIABLE: Compliance with the requirements as to carrying insurance in Article 11 "Insurance" shall not relieve the Concessionaire from liability under any other provision of this Agreement.

11.05 CANCELLATION OF INSURANCE OR BONDS: Cancellation of any insurance or bonds, or non-payment by the construction contractors of any premiums for any insurance policies or bonds required by this Agreement shall constitute a breach of this Agreement.

11.06 RIGHT TO EXAMINE: The Department reserves the right, upon reasonable notice, to examine the original policies of insurance of the Concessionaire and its Sub-tenants (including but not limited to: binders, amendments, exclusions, endorsements, riders and applications) to determine the true extent of coverage. The Concessionaire agrees to permit or cause its Sub-tenants to permit such inspection at the offices of the Concessionaire and/or its Sub-tenants, as may be applicable. In addition, upon request (but no later than five (5) days from the date of request, unless such longer period is agreed to by the Department) the Concessionaire and/or its Sub-tenant agree to provide copies to the Department, at the Concessionaire's or Sub-tenant's sole cost and expense.

11.07 PERSONAL PROPERTY: Any personal property of the Concessionaire or its Sub-tenants, or of others, placed in the Locations shall be at the sole risk of the Concessionaire or the owners thereof, and the Department shall not be liable for any loss or damage thereto, irrespective of the cause of such loss or damage.

11.08 SURVIVAL OF PROVISIONS: The provisions of Article 11 "Insurance " shall survive the expiration or earlier termination of this Agreement.

11.09 INSURANCE REQUIRED OF SUB-TENANTS: The limits for each type of insurance may be revised upon review and approval of the Sub-tenant's operations. Additional types of insurance coverage or increased limits may be required if, upon review of the operations, the Department determines that such coverage is necessary or desirable.

The Concessionaire shall cause its Sub-tenant to provide certificates of insurance indicating the following types of insurance coverage prior to any occupation of the premises:

A. Public Liability Insurance on a comprehensive basis including Contractual Liability, Broad Form Property Damage and Products and Completed Operations in an amount not less than 1,000,000 per occurrence for Bodily Injury and Property Damage combined. Miami-Dade County must be shown as an additional insured with respect to this coverage.

The Public Liability Insurance coverage shall include those classifications, as listed in Standard Liability Insurance Manuals, which are applicable to the operations of the contractor(s) in the performances of the construction contract.

B. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Agreement in an amount not less than $500,000* per occurrence for Bodily Injury and Property Damage combined.

*Under no circumstances is the Concessionaire or a Sub-tenant allowed on the Airside Operation Area (AOA) without increasing automobile coverage to $5,000,000 as approved by the Department's Risk Management Office.

Certificate Continuity: The Concessionaire and its Sub-tenants shall be responsible for assuring that the insurance certificates required in conjunction with this Sub-Article remain in force for the duration of the lease, including any and all option years, if applicable. If insurance certificates are scheduled to expire during the contract period, the Sub-tenant shall be responsible for submitting new or renewed insurance certificates to the Concessionaire at a minimum of thirty (30) calendar days before such expiration.

Insurance Company Rating Requirements: All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Department's Risk Management Office.

Certificates will show that no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

Right to Examine: The Department reserves the right, upon reasonable notice, to examine the original policies of insurance (including but not limited to: binders, amendments, exclusions, endorsements, riders and applications) to determine the true extent of coverage. The Sub-tenant shall be required by the Concessionaire to agree to permit such inspection at the offices of the Department.

11.10 INDEMNIFICATION, CONSTRUCTION BONDS AND INSURANCE REQUIRED:

A. Indemnification, Bonds and Insurance Required from Construction Contractor: The following language, including the indemnification clause, shall be included in all construction contracts between the Concessionaire and its general contractor(s) and subcontractors and shall also be included in all construction contracts between the Sub-tenants and their respective general contractors and subcontractors:

Indemnification: The Contractor shall defend, indemnify, and save harmless the County, the Consulting Engineers, the Architect/Engineer, the Field Representative,

the Lessee of the locations, and their officers (elected or otherwise), employees, and agents (collectively "Indemnitees"), from any and all claims, demands, liability, losses, expenses and causes of actions, arising from personal injury (including death), property damage (including loss of use thereof), economic loss, or any other loss or damage, due in any manner to the negligence, act, or failure to act of the Contractor or its contractors, subcontractors, sub-subcontractors, materialmen or agents of any tier or their respective, employees arising out of or relating to the performance of the work covered by the Contract Documents except as expressly limited herein. The Contractor shall pay all claims and losses of any nature whatsoever in connection therewith including attorney fees and costs of defense and shall defend all suits in the name of the County, when applicable, including appellate proceedings, and shall pay all costs and judgments which may issue thereon, provided however, that the Contractor's obligation to indemnify or hold harmless the Indemnitees for damages to persons or property caused in whole or in part by any act, omission, or default of any Indemnitee arising from the contract or its performance shall be limited to the greater of $1 million or the Contract Amount. Further, this indemnification requirement shall not be construed so as to require the Contractor to indemnify any of the above-listed Indemnities to the extent of such indemnities' own gross negligence, or willful, wanton, or intentional misconduct of the Indemnitee or its officers, directors, agents, or employees, or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused in whole or in part by or result from the acts or omissions of the indemnitor or any of the indemnitor's contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees. This indemnification provision is in addition to and cumulative with any other right of indemnification or contribution which any Indemnitee may have in law, equity, or otherwise.

B. Surety Performance and Payment Bonds: Pursuant to and in accordance with Section 255.05, Florida Statutes, the Concessionaire or each contractor performing any part of the work for the Concessionaire or its Sub-tenants shall obtain and thereafter at all times during the performance of the work maintain a combined performance bond and labor and material payment bond for the work (referred to herein as the "Bond") in an amount equal to one hundred percent (100%) of the cost of the improvements, as it may be amended from time to time, and in the form attached hereto as Exhibit "B", Surety Performance and Payment Bond". Within ten (10) days of issuance, Concessionaire shall record all bonds required by this Agreement in the Department of Public Records of Miami-Dade County. Prior to performing any portion of the Work, the Concessionaire shall deliver to County the Bonds required to be provided by Concessionaire or each contractor as set forth in this Agreement.

All bonds shall be written through surety insurers authorized to do business in the State of Florida as Surety, with the following qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond (Total Contract) Amount	Best's Rating

$ 500,001 to $1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,000 to 10,000,000	A VIII
Over $10,000,000	A IX

For contracts of $500,000 or less, the bond provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

a) Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Request for Proposals is issued.

b) Certifying that the surety is otherwise in compliance with the Florida Insurance Code, and

c) Providing a copy of the currently valid Certificate of Authority issued by the United States Department of Treasury under Section 31 U.S.C. 9304-9308.

d) Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

e) For contracts in excess of $500,000 the provision of this Sub-Article must be adhered to, plus the surety insurer must have been listed on the United States Treasury list for at least three (3) consecutive years, or currently hold a valid Certificate of Authority of at least 1.5 million dollars and listed on the Treasury list.

f) Surety bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.

g) The attorney-in-fact or other officer who signs a Exhibit B, "Surety Performance and Payment Bond" for a surety company must file with such bond a certified copy of his/her power of attorney authorizing him/her to do so.

The required Bond shall be written by or through and shall be countersigned by, a licensed Florida agent of the surety insurer, pursuant to Section 624.425 of the Florida Statutes.

The Bond shall be delivered to the Department upon execution of the contract between the Concessionaire and its contractor or the Sub-tenant and its contractor, as the case may be.

Insurance Required of Construction Contractor(s): The limits for each type of insurance may be revised upon review and approval of the construction plans. Additional types of insurance coverage may be required if, upon review of the construction plans, the Department reasonably determines that such coverage is necessary or desirable.

The Concessionaire shall cause its contractor(s) and the Sub-tenants' respective contractor(s) to provide certificates of insurance and copies of original policies, if

requested, which shall clearly indicate that the construction contractor has obtained insurance in the type, amount and classifications as required for strict compliance with this Sub-Article. Evidence of such coverage must be submitted prior to any construction:

(A) Workers' Compensation as required by Chapter 440, Florida Statutes.

(B) Public Liability Insurance on a comprehensive basis including Contractual Liability, Broad Form Property Damage and Products and Completed Operations in an amount not less than 1,000,000 per occurrence for Bodily Injury and Property Damage combined. The County and the Concessionaire must be shown as an additional insured with respect to this coverage.

(C) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Agreement in an amount not less than $500,000* per occurrence for Bodily Injury and Property Damage combined.

*Under no circumstances is the contractor allowed on the Airside Operation Area (AOA) without increasing automobile coverage to $5,000,000 as approved by the Department's Risk Management Office.

Certificate Continuity: The contractor(s) shall be responsible for assuring that the insurance certificates required in conjunction with this Sub-Article remain in force throughout the performance of the contract and until the work has been accepted by the Concessionaire and approved by the Concessionaire and the Department. If insurance certificates are scheduled to expire during the contract period, the contractor(s) shall be responsible for submitting new or renewed insurance certificates to the Concessionaire at a minimum of thirty (30) calendar days before such expiration.

Insurance Company Rating Requirements: All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Concessionaire.

Right to Examine: The Department reserves the right, upon reasonable notice, to examine the original policies of insurance (including but not limited to: binders, amendments, exclusions, endorsements, riders and applications) to determine the true extent of coverage. The contractor shall be required by the Concessionaire to agree to permit such inspection at the offices of the Department.

Personal Property: Any personal property of the contractor, or of others, placed in the Locations shall be at the sole risk of the contractor or the owners thereof, and the Department shall not be liable for any loss or damage thereto, irrespective of the cause of such loss or damage.

ARTICLE 12
DEFAULT AND TERMINATION BY COUNTY

12.01 EVENTS OF DEFAULT: A default shall mean a breach of this Agreement by the Concessionaire (an "Event of Default"). In addition to those defaults defined in Sub-Article 12.02 "Payment Default", Sub-Article 12.03 "Other Defaults", and Sub-Article 12.04 "Habitual Default", an Event of Default, may also include one (1) or more of the following occurrences:

(A) The Concessionaire has violated the terms and conditions of this Agreement;

(B) The Concessionaire has failed to make prompt payment to subcontractors or suppliers for any service or work provided for the design, installation, operation, or maintenance of the advertising concessions;

(C) The Concessionaire has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Concessionaire's creditors, or the Concessionaire has taken advantage of any insolvency statute or debtor/creditor law, or the Concessionaire's affairs have been put in the hands of a receiver;

(D) The occurrence of any act which operates to deprive Concessionaire of the rights, power, licenses, permits or authorities necessary for the proper conduct and operation of the activities authorized herein;

(E) Abandonment or discontinuance of operations by Concessionaire of its business by any act(s) of Concessionaire;

(F) Any persistent violation on the part of Concessionaire, its agents or employees of the traffic rules and regulations or disregard of the safety of persons using the Airports, upon failure by Concessionaire to correct the same;

(G) Failure on the part of Concessionaire to maintain the quality of service required by the terms of this Agreement, including, but not limited to, any cessation or diminution of service by reason of Concessionaire being unable for any reason to maintain in its employ the personnel necessary to keep its business in operation and available for public use, unless such use is due to strike, lockout, or bona fide labor dispute;

(H) Failure by Concessionaire to maintain its equipment in a manner satisfactory to the Director;

(I) The Concessionaire has failed to obtain the approval of the Department where required by this Agreement;

(J) The Concessionaire has failed to provide adequate assurances as required under Sub-Article 12.09 "Adequate Assurances";

(K) The Concessionaire has failed to comply with any provision of Sub-Article 14.07 "Disadvantaged Business Enterprise Participation Plan";

(L) The Concessionaire has failed in a representation or warranty stated herein; or

(M) The Concessionaire has received three (3) notices of default, of any kind, within a twenty-four (24) month period.

12.02 PAYMENT DEFAULT: Failure of the Concessionaire to make MAG/MMG payments and Percentage Fee payments and other charges required to be paid herein when due and fails to cure the same within five (5) calendar days after written notice shall constitute a default, and the Department may, at its option, terminate this Agreement after five (5) calendar days notice in writing to the Concessionaire.

12.03 OTHER DEFAULTS: The Department shall have the right, upon thirty (30) calendar days written notice to the Concessionaire to terminate this Agreement upon the occurrence of any one or more of the following unless the same shall have been corrected within thirty (30) calendar days after written notice; provided, however, that if it is not reasonably possible to cure such failure within such thirty (30) day period, such cure period shall be extended for an additional period of such duration the Department shall deem appropriate without waiver of any of the Department's rights hereunder, if within the thirty (30) days after such written notice the Concessionaire commences to cure such default and thereafter diligently and continuously continues to cure such default:

(A) Failure of the Concessionaire to comply with covenants of this Agreement other than those that constitute default pursuant to Sub-Article 12.02 "Payment Default".

(B) The conduct of any business, the performance of any service, or the merchandising of any product or service not specifically authorized herein.

(C) Any Event of Default.

12.04 HABITUAL DEFAULT: Notwithstanding the foregoing, in the event that the Concessionaire has frequently, regularly or repetitively defaulted in the performance of or has breached any of the terms, covenants and conditions required herein, to be kept and performed by the Concessionaire, regardless of whether the Concessionaire has cured each individual condition of breach or default as provided for in Sub-Article 12.02 "Payment Default" and Sub-Article 12.03 "Other Defaults" above, the Concessionaire may be determined by the Director to be an "habitual violator". At the time that such determination is made, the Director shall issue to the Concessionaire a written notice, advising of such determination and citing the circumstances thereof. Such notice shall also advise the Concessionaire that there shall be no further notice or grace periods to correct any subsequent breach(s) or default (s) and that any subsequent breach or default, of whatever nature, taken with all previous breaches and defaults, shall be considered cumulative and collectively shall constitute a condition of noncurable default and grounds for immediate termination of this Agreement. In the event of any such subsequent breach or default, the Department may terminate this Agreement upon the giving of written notice of termination to the Concessionaire, such termination to be effective upon the seventh (7) day following the date of receipt thereof and all payments due hereunder shall be payable to said date, and the Concessionaire shall have no further rights hereunder. Immediately upon receipt of said notice of termination, the Concessionaire shall discontinue its

operations at the Airport and proceed to remove all its personal property in accordance with Sub-Article 12.10 "Actions at Termination" hereof.

12.05 NOTICE OF DEFAULT AND OPPORTUNITY TO CURE: If an Event of Default occurs, the Department shall notify the Concessionaire by sending a notice of default Notice, specifying the basis for such Event of Default, and advising the Concessionaire that such default must be cured immediately or this Agreement with the Department may be terminated. The Concessionaire can cure and rectify the Event of Default, to the Department's reasonable satisfaction, within thirty (30) days from Concessionaire's receipt of the Default Notice (the "Cure Period") or such other timeframe as delineated in the Agreement. The Department may extend the Cure Period and grant an additional period of such duration as the Department shall deem appropriate without waiver of any of the Department's rights hereunder, so long as, the Concessionaire has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the Department prescribes. The notice of default shall specify the Termination Date by when the Concessionaire shall discontinue the services.

12.06 UNAMORTIZED INVESTMENT EXTINGUISHED: Termination of this Agreement based upon Sub-Article 12.07 "Termination for Abandonment", Sub-Article 12.02 "Payment Default", Sub-Article 12.03 "Other Defaults", Sub-Article 12.04 "Habitual Default", or Sub-Article 12.08 "Termination for Cause", shall extinguish any unamortized investment amounts owed the Concessionaire by the Department, for the slippage in Location turnover dates.

12.07 TERMINATION FOR ABANDONMENT: This Agreement may be terminated in its entirety upon the abandonment by the Concessionaire of the Locations or the voluntary discontinuance of Concessionaire's services at the Airport for any period of time exceeding twenty-four (24) consecutive hours, unless such abandonment or discontinuance has been caused by civil disturbance, governmental order or Act of God that prevents the Concessionaire from providing services on the Locations for the purposes authorized in Article 2 "Use of Locations". The foregoing shall not include periodic Sub-tenant vacancies in individual Locations that may occur from time to time during the Term of this Agreement.

12.08 TERMINATION FOR CAUSE: The Department may terminate this Agreement, effective immediately if: (i) the Concessionaire attempts to meet its contractual obligation(s) with the County through fraud, misrepresentation or material misstatement; or (iii) a principal of the Concessionaire is convicted of a felony during the Term or any Extensions thereof if applicable. The Department may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or joint venture or other entity has with the Department and that such individual, corporation or joint venture or other entity shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees.

The foregoing notwithstanding, any individual, firm, corporation, joint venture, or other entity which attempts to meet its contractual obligations with the Department through

fraud, misrepresentation or material misstatement may be disbarred from County contracting for up to five (5) years in accordance with the County's debarment procedures. The Concessionaire may be subject to debarment for failure to perform, and all other reasons set forth in § 10-38 of the Code of Miami-Dade County, Florida (the "Code").

12.09 ADEQUATE ASSURANCES: When, in the opinion of the Department, reasonable grounds for uncertainty exists with respect to the Concessionaire's ability to perform the work or any portion thereof, the Department may request that the Concessionaire, within the time frame set forth in the Department's request, provide adequate assurances to the Department, in writing, of the Concessionaire's ability to perform in accordance with terms of this Agreement. In the event that the Concessionaire fails to provide to the Department the requested assurances within the prescribed time frame, the Department may:

(A) Treat such failure as a repudiation of this Agreement; and

(B) Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the work or any part thereof either by itself or through others.

12.10 ACTIONS AT TERMINATION: The Concessionaire shall, upon receipt of such notice to terminate, and as directed by the Department:

(A) Stop all work as specified in the notice to terminate;

(B) Take such action as may be necessary for the protection and preservation of the Locations and other Department materials and property;

(C) Vacate, quit and surrender, and account for the administrative support space, all furnishings, fixtures, equipment, software, vehicles, records, funds, inventories, commodities, supplies and other property of the Department, on or before the date of termination.

ARTICLE 13
CLAIMS AND TERMINATION BY CONCESSIONAIRE

13.01 ADMINISTRATIVE CLAIM PROCEDURES: If the Concessionaire has any claim against the County arising under this Agreement, it will be made in writing to the Director within thirty (30) calendar days of the occurrence of the event. The exact nature of the claim, including sufficient detail to identify the basis for the claim and the amount of the claim shall be clearly stated. The dispute will be decided by the Director, who will mail or otherwise furnish a written copy of the decision to the Concessionaire at the address furnished in Sub-Article 18.09 "Notices". The decision of the Director will be final and conclusive unless, within thirty (30) calendar days from the date of receipt of such copy, the Concessionaire mails or otherwise furnishes to the Department a written appeal addressed to the County Manager. The decision of the County Manager, or his duly authorized representative for the determination of such appeals, will be final and conclusive unless within thirty (30) calendar days of the Concessionaire's receipt of such

decision, the Concessionaire files an action in a court of competent jurisdiction. In connection with any appeal proceeding under this provision, the Concessionaire shall be afforded an opportunity to be heard and to offer other evidence in support of the appeal. Pending final decision of a dispute hereunder, the Concessionaire shall proceed diligently with the performance of this Agreement and in accordance with the County's decision. Failure to perform in accordance with the decision of the Director or the County Manager shall be cause for termination of this Agreement in accordance with Sub-Article 12.03 "Other Defaults". The failure of the Concessionaire to comply with this administrative claim procedure shall be cause for a waiver of claim and an abandonment of any claim arising out of the event.

13.02 TERMINATION: The Concessionaire shall have the right, upon thirty (30) calendar days written notice to the Department to terminate this Agreement, without liability to the Department, at any time after the occurrence of one or more of the following events:

(A) Issuance by any court of competent jurisdiction of any injunction substantially restricting the use of the Airport for airport purposes, and the injunction remaining in force for a period of more than one hundred eighty (180) calendar days.

(B) A breach by the Department of any of the material terms, covenants or conditions contained in this Agreement required to be kept by the Department and failure of the Department to remedy such breach for a period of one hundred eighty (180) calendar days after receipt of written notice from the Concessionaire of the existence of such breach.

(C) The assumption by the United States Government or any authorized agency thereof, or any other governmental agency, of the operation, control or use of the airport locations or any substantial part, or parts thereof, in such a manner as substantially to restrict the Concessionaire's provision of services for a period of one hundred eighty (180) calendar days.

ARTICLE 14
DISADVANTAGED BUSINESS ENTERPRISES

14.01 DBE REQUIREMENTS: The Department has established a DBE goal of 30% participation for certified DBE's in connection with this Agreement

The Concessionaire will be required to submit to the Department's Minority Affairs Division, Monthly Utilization Reports (MUR) reflecting DBE revenue and operational expenses, on or before the 10th day of every month.

14.02 COUNTING DBE PARTICIPATION TOWARD CONTRACT GOALS: When a DBE participates in a contract, only the value of the work actually performed by the DBE toward the DBE goal will be counted.

When a DBE performs as a participant in a joint venture, a portion of the total dollar value of the contract during the complete contract term, equal to the distinct clearly defined

portion of the work of the contract that the DBE performs will be counted toward DBE goals as outlined in Appendix C "Disadvantage Business Enterprise Participation Plan/Provision".

Expenditures to a DBE contractor toward DBE goals will be counted only if the DBE is performing a commercially useful function as defined below:

A. DBE performs a commercially useful function when it is responsible for execution of specific quantifiable work of the contract and is carrying out its responsibilities by actually performing, managing, or supervising the specific identified work.

B. The Department will determine whether a DBE is performing a commercially useful function by evaluating the specific duties outlined in the Joint Venture Agreement; the subcontract agreement or other agreements in accordance with industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and other relevant factors.

C. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a financial or other transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

D. If a DBE does not perform or exercise responsibility for at least their percentage of its participation or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that the DBE is not performing a commercially useful function.

E. When a DBE is presumed not to be performing a commercially useful function as provided in paragraph (c) of this Article, the DBE may present evidence to rebut this presumption. The Department will determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.

The Department's decision on commercially useful function matters is final.

14.03 DBE GOAL ACHIEVED THROUGH JOINT VENTURE ("JV") PARTNERING: Concessionaires may satisfy a part of the DBE goal by Joint Venturing with a DBE. The DBE partner must meet the eligibility standards set forth in 49 CFR Part 23, Subpart F. A "joint venture" or ("JV") shall mean and may be referred to as an "association" of two or more businesses acting as a concessionaire and performing or providing services on a contract, in which each joint venture or association partner combines property, capital, efforts, skill, and/or knowledge. The joint venture agreement must specify the following:

A. Each DBE joint venture ("JV") partner must be responsible for a clearly defined portion of the work to be performed. The work should be detailed separately from the work performed by the non-DBE JV partner.

B. The work should be submitted annually thereafter to the Aviation Department's Minority Affairs Division. The work to be performed by the DBE joint venture partner should be Store-specific with regards to tasks and Locations. The DBE Joint Venture partner will be required to spend the minimum amount of aggregate time on-site, focused on the operation of the concession. Such "minimum amount of aggregate time" is defined as ten (10) hours per week.

Each Joint Venture partner must submit the Monthly Utilization Reports (MURs), in addition to the Monthly Report of DBE Joint Venture Activity (Appendix C, page 12), providing details of how the performance objectives were achieved and providing documentation of the achievement on the DBE form on page 12 of Appendix C. This information should include, but not be limited to:

(A) Details of training sessions, including class rosters and lesson plans.

(B) Deliverables and work products.

(C) Time sheets of partner employees used to fulfill objectives. Time sheets must accurately reflect hours worked and compensation earned.

(D) Proof that employees of partners actually work for them (payroll, payroll tax returns, and the like).

(E) Each DBE partner must share in the ownership, control, management, and administrative responsibilities, risks and profits of the JV in direct proportion to its stated level of JV participation.

(F) Each DBE JV partner must perform work that is commensurate with the Agreement.

As described below, each DBE must submit, as part of its DBE Plan, a plan for the achievement of the DBE goal, including Schedule of Participation and the Letter of Intent from certified DBE's, or who have applied for certification through the Miami-Dade County Department of Business Development, as required by the Disadvantaged Business Enterprise Participation Plan.

Without limiting the requirements of the Agreement, the Department will have the right to review and approve all agreements utilized for the achievement of these goals. Such agreements must be submitted with the Proposal.

14.04 CERTIFICATION-DISADVANTAGED BUSINESS ENTERPRISE (DBE): DBE firms must maintain their certification throughout the term of this Agreement.

14.05 AFFIRMATIVE ACTION AND DISADVANTAGED BUSINESS ENTERPRISE PROGRAMS: The Concessionaire acknowledges that the provisions of 14 CFR Part 152, Affirmative Action Employment Programs, and 49 CFR Part 23, Subpart F, Disadvantaged Business Enterprise Programs, are applicable to the activities of the Concessionaire under the terms of the Agreement, unless exempted by said regulations, and hereby agrees to

comply with all requirements of the Department, the Federal Aviation Administration and the U.S. Department of Transportation.

These requirements may include, but not be limited to, the compliance with Disadvantaged Business Enterprise and/or Employment Affirmative Action participation goals, the keeping of certain records of good faith compliance efforts, which would be subject to review by the various agencies, the submission of various reports and, if directed by the Department, the contracting of specified percentages of goods and services contracts to Disadvantaged Business Enterprises. In the event it has been determined, in accordance with applicable regulations, that the Concessionaire has defaulted in the requirement to comply with the provisions of this Article and fails to comply with the sanctions and/or remedies then prescribed, the County shall have the right, upon written notice to the Concessionaire, to terminate this Agreement, pursuant to the default language referenced in the Agreement.

The Agreement is subject to the requirements of the U.S. Department of Transportation's Regulations, 49 CFR Part 23, Subpart F. The Concessionaire 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 lease and concession agreement covered by 49 CFR Part 23, Subpart F.

The Concessionaire agrees to include the above statements in any subsequent lease and concession agreements.

14.06 DBE MENTORING, ASSISTANCE AND TRAINING PROGRAM: Consistent with the goal of providing DBEs with hands-on participation and the responsibility for a clearly defined portion of the Airport Concession operations, subject to Sub-Article 14.07 "Disadvantaged Business Enterprises Participation Plan" hereof, each DBE shall have the duty and responsibility to operate certain areas of the concession(s) following a mentoring period, if needed, which shall include but not be limited to, the following specific duties and responsibilities:

1. Store Operations
   a. Passenger profile analysis
   b. Cash handling/sales audit
   c. Enhancing sales
   d. Selling to the customer
   e. Staffing to meet customer levels
   f. Opening and closing procedures
2. Personnel
   a. Employment practices
   b. Compliance with wage and hour laws
   c. Compliance with County and Airport requirements
   d. Designing compensation and benefits plans
   e. Management and staff training to enhance product knowledge and customer service
   f. Warehousing, packaging and sales reporting of merchandise

3. Design and Display
   a. Duty and tax free concession layout
   b. Merchandising techniques
   c. Visual display techniques

4. Loss Prevention
   a. External and internal theft
   b. Shop security

5. Books, Records and Reports
   a. The books of account and supporting records of the Concessionaire and the Sub-tenant(s) shall be maintained at the principal office and shall be open for inspection by the Department or the DBE Sub-tenant(s) or joint venture(s), upon reasonable prior written notice, during business hours.
   b. The Concessionaire books of account, for both financial and tax reporting purposes shall be maintained on the accrual method of accounting. The Concessionaire shall provide to the Sub-tenant(s) or joint venture(s), within an agreed upon time after the end of each month during the term of the Agreement, an un-audited operating (i.e., income) statement for the preceding month and for the year to date.
   c. Reports of the DBE Mentoring Program shall be submitted to the Department's Minority Affairs and Business Management Divisions, outlining the specific areas of training (i.e., components covered; total number of hours of training; training material covered; etc.).

14.07 DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION PLAN: The Concessionaire shall contract with those firm(s) as are listed on the Concessionaire's DBE Participation Plan and approved by the Department, and shall thereafter neither (i) terminate such DBE firms(s), (ii) reduce the scope of the work to be performed, (iii) decrease the percentage of participation, nor (iv) decrease the dollar amount of participation by the DBE firm(s) without the prior written authorization of the Department.

The Department shall monitor the compliance of the Concessionaire with the requirements of this provision as referenced in Sub-Article 14.01 "DBE Requirements" during the Term or the First Extended Term and/or Second Extended Term, if applicable. The Department shall have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, Sub-tenant Gross Revenues, records, records of expenditures, Sub-tenant Agreements between the Concessionaire and DBEs, and other records pertaining to the DBE Participation Plan.

If at any time the Department has reason to believe that the Concessionaire is in violation of this provision, the Department may, in addition to pursuing any other available legal remedy, impose sanctions which may include, but are not limited to, the termination of this Agreement in whole or in part, unless the Concessionaire demonstrates, within a

reasonable time, its compliance with the terms of this provision. No such sanction shall be imposed by the Department upon the Concessionaire except pursuant to a hearing conducted by the MDAD Compliance Monitor and/or Aviation Director.

ARTICLE 15
RULES, REGULATIONS AND PERMITS

15.01 RULES AND REGULATIONS: The Concessionaire shall comply and cause its Sub-tenants to comply, with the Ordinances of the Department including the Rules and Regulations of the Department, Chapter 25, Code of Miami-Dade County, Florida, as the same may be amended from time to time, Operational Directives issued hereunder, all additional laws, statutes, ordinances, regulations and rules of the federal, State and County governments, and any and all plans and programs developed in compliance therewith, and any County Administrative Orders and resolutions of the Board of County Commissioners which may be applicable to its operations or activities under this Agreement.

15.02 VIOLATIONS OF RULES AND REGULATIONS: The Concessionaire agrees to pay, on behalf of the Department, any penalty, assessment or fine issued against the Department, or to defend in the name of the Department any claim, assessment or civil action, which may be presented or initiated by any agency or officer of the federal, State or County governments based in whole or substantial part upon a claim or allegation that the Concessionaire, its agents, employees, Sub-tenants or invitees, have violated any law, ordinance, regulation or rule described in Sub-Article 15.01 "Rules and Regulations" or any plan or program developed in compliance therewith. The Concessionaire further agrees that the substance of Sub-Article 15.02 "Violations of Rules and Regulations" and Sub-Article 15.01 "Rules and Regulations" shall be included in every Sublease and other agreements which the Concessionaire may enter into related to its activities under this Agreement and that any such Sublease and other agreement shall specifically provide that "Miami-Dade County, Florida is a third party beneficiary of this and related provisions." This provision shall not constitute a waiver of any other conditions of this Agreement prohibiting or limiting assignments, subletting or subleasing.

15.03 PERMITS AND LICENSES: The Concessionaire shall and cause its Sub-tenants to obtain, pay for and maintain on a current basis and make available to the Department upon request, all permits and licenses as required for the performance of its services hereunder.

ARTICLE 16
GOVERNING LAW

16.01 GOVERNING LAW; VENUE: This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The venue of any action on this Agreement shall be laid in Miami-Dade County, Florida and any action to determine the rights or obligations of the parties hereto shall be brought in the courts of the State of Florida.

16.02 REGISTERED OFFICE/AGENT JURISDICTION: The Concessionaire, if a corporation, shall designate a registered office and a registered agent, as required by Section 48.091, Florida Statutes, and such designations to be filed with the Florida Department of State in accordance with Section 607.034, Florida Statutes. If the Concessionaire is a natural person, he and his personal representative hereby submit themselves to the jurisdiction of the Courts of this State for any cause of action based in whole or in part on the alleged breach of this Agreement. If Concessionaire is a joint venture and not a corporation, the parties to the joint venture hereby submit themselves to the jurisdiction of the Courts of this State for any cause of action based in whole or in part on the alleged breach of this Agreement.

ARTICLE 17
TRUST AGREEMENT

17.01 INCORPORATION OF TRUST AGREEMENT BY REFERENCE: Notwithstanding any of the terms, provisions and conditions of this Agreement, it is understood and agreed by the parties hereto that the provisions of the Amended and Restated Trust Agreement, dated as of the 15th day of December, 2002, as amended from time to time, by and between the County and JPMorgan Chase Bank, as Trustee, and Wachovia Bank, National Association, as Co-Trustee (the "Trust Agreement"), which Trust Agreement is incorporated herein by reference, shall prevail and govern in the event of any inconsistency with or ambiguity relating to the terms and conditions of this Agreement, including the rents, fees or charges required herein, and their modification or adjustment. A copy of the Trust Agreement may be examined by the Concessionaire at the offices of the Department during normal working hours.

17.02 ADJUSTMENT OF TERMS AND CONDITIONS: If at any time during the Term or the Extensions thereto, as applicable, a court of competent jurisdiction shall determine that any of the terms and conditions of this Agreement, including the rentals, fees and charges required to be paid hereunder to the Department by the Concessionaire or by other Concessionaires under other agreements of the Department for the lease or use of locations used for similar purposes, are unjustly discriminatory, the Department, shall have the right to modify such terms and conditions and to increase or otherwise adjust the rentals fees and charges required to be paid under this Agreement in such a manner as the Department shall determine is necessary and reasonable so that terms and conditions and the rentals fees and charges payable by the Concessionaire and others shall not thereafter be unjustly discriminatory to any user of like locations and shall not result in any violation of the Trust Agreement or in any deficiency in revenues necessary to comply with the covenants of the Trust Agreement. In the event the Department has modified the terms and conditions of this Agreement, including any adjustment of the rentals, fees and charges required to be paid to the Department, pursuant to this provision, this Agreement shall be amended to incorporate such modification of the terms and conditions upon the issuance of written notice from the Department to the Concessionaire.

17.03 INSPECTIONS: The authorized employees and representatives of the Department and of any applicable federal or state agency having jurisdiction hereof shall have the right of

access to the Locations at all reasonable times for the purposes of inspection to determine compliance with the provisions of this Agreement or applicable law. The right of inspection shall impose no duty on the Department to inspect and shall impart no liability on the Department should it not make such inspection(s).

17.04 INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL REVIEW: Pursuant to Miami-Dade County Administrative Order No. 3-20 and in connection with any award, the Department has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG"), whenever the Department deems it appropriate to do so. Upon written notice from the Department, the Concessionaire shall make available, to the IPSIG retained by the Department, all requested records and documentation pertaining to this Agreement or any subsequent award, for inspection and copying. The Department will be responsible for the payment of these IPSIG services, and under no circumstance shall the Concessionaire's cost/price for this Agreement be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Concessionaire, its officers, agents, employees and assignees. Nothing contained in this provision shall impair any independent right of the Department to conduct, audit or investigate the operations, activities and performance of the Concessionaire in connection with this Agreement. The terms of this provision are neither intended nor shall they be construed to impose any liability on the Department by the Concessionaire or third party.

17.05 MIAMI-DADE COUNTY INSPECTOR GENERAL REVIEW: According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all Department contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit of any contract will be one quarter of one percent (0.25%) of the total contract amount. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Board; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order No. 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter of one percent (0.25%) in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all Department contracts including, but not limited to, those contracts specifically exempted above.

ARTICLE 18
OTHER PROVISIONS

18.01 PAYMENT OF TAXES: The Concessionaire shall pay all taxes lawfully assessed against its interests in the Locations and its services hereunder, provided however, that the Concessionaire shall not be deemed to be in default of its obligations under this Agreement for failure to pay such taxes pending the outcome of any legal proceedings instituted in courts of competent jurisdiction to determine the validity of such taxes. Failure to pay same after the ultimate adverse conclusion of such contest shall constitute and Event of Default, pursuant to Sub-Article 12.03 "Other Defaults" hereof.

18.02 ALTERATIONS BY CONCESSIONAIRE: The Concessionaire shall not alter or modify the Locations, except in accordance with Article 4 "Improvements to the Locations" herein, without first obtaining written approval from the Department.

18.03 RIGHTS TO BE EXERCISED BY DEPARTMENT: Wherever in this Agreement rights are reserved to the County, such rights may be exercised by the Department.

18.04 ADMINISTRATIVE MODIFICATIONS: It is understood and agreed to that the Department, upon written notice to the Concessionaire, shall have the right to modify administratively and to revise Articles and the Exhibits to this Agreement, including the provisions of Sub-Article 1.07 "Addition, Deletion and Modification of Locations", Sub-Article 18.02 "Alterations by Concessionaire", Sub-Article, 21.02 "Right to Amend", and Sub-Article 21.04 "Right to Modify".

18.05 SECURITY: The Concessionaire acknowledges and accepts full responsibility for the security and protection of the Locations. The Concessionaire fully understands and acknowledges that any security measures deemed necessary by the Concessionaire for protection of the Locations shall be the sole responsibility of the Concessionaire and shall involve no cost to the Department.

18.06 RIGHTS OF DEPARTMENT AT AIRPORT: The Department shall have the absolute right, without limitation, to make any repairs, alterations and additions to any structures and locations at the Airport. The Department shall, in the exercise of such right, be free from any, and all liability to the Concessionaire for business damages occasioned during the making of such repairs, alterations and additions except those occasioned by the sole acts of negligence or intentional acts of the Department its employees, or agents.

18.07 OTHER DEPARTMENT RIGHTS: The Concessionaire shall be liable for any physical damage caused to the Locations by the Concessionaire, its employees, agents, contractors, subcontractors, suppliers, or its Sub-tenants. The liability shall encompass: (i) the Concessionaire's repair of the Locations, or if the Locations cannot be repaired, payment to the Department of the fair market value replacement cost of the Locations; and (ii) any other such damages to the Department or the Airport arising from the physical damage caused by the Concessionaire or its Sub-tenants and its employees, agents, contractors,

subcontractors or suppliers. The Department may also initiate an action for specific performance and/or injunctive relief.

18.08 FEDERAL SUBORDINATION: This Agreement shall be subordinate to the provisions of any existing or future agreements between the Department and the United States of America relative to the operation and 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. All provisions of this Agreement shall be subordinate to the right of the United States of America to lease or otherwise assume control over the Airport, or any part thereof, during time of war or national emergency for military or naval use and any provisions of this Agreement inconsistent with the provisions of such lease to the United States of America shall be suspended.

18.09 NOTICES: Any notices given under the provisions of this Agreement shall be in writing and shall be hand delivered or sent by facsimile transmission (providing evidence of receipt), nationally recognized overnight courier service, or Registered or Certified Mail, Return Receipt Requested, to:

To the County:
(Mailing Address)

Director
Miami-Dade Aviation Department
Post Office Box 592075
Miami, Florida 33159-2075

or (physical address):

Miami International Airport
Terminal Building
Director's Office
Concourse E-5th floor
Miami, FL 33122

To the Concessionaire:

Duty Free Americas Miami, LLC
Simon Falic
6100 Hollywood Blvd.
Hollywood, FL 33024

or to such other respective addresses as the parties may designate to each other in writing from time to time. Notices by: (i) facsimile shall be deemed tendered on the date indicated on the facsimile confirmation receipt; (ii) nationally recognized overnight courier service shall be deemed tendered on the delivery date indicated on the courier service receipt; and (iii) Registered or Certified Mail shall be deemed tendered on the delivery date indicated

on the Return Receipt from the United States Postal Service or on the express mail service receipt.

18.10 SEVERABILITY: If any provision of this Agreement or the application thereof to either party to this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions of this Agreement which can be given effect without the invalid provision, and to this end, the provisions of this Agreement shall be severable.

18.11 RIGHTS RESERVED TO COUNTY: All rights not specifically granted the Concessionaire by this Agreement are reserved to the County.

18.12 COUNTY LIEN: The County shall have a lien upon all personal property of the Concessionaire in the Locations to secure the payment to the Department of any unpaid monies accruing to the Department under the terms of this Agreement.

18.13 AUTHORIZED USES ONLY: he Concessionaire shall not use or permit the use of the Locations or the Airport for any illegal or unauthorized purpose or for any purpose which would increase the premium rates paid by the Department on or invalidate any insurance policies of the Department or any policies of insurance written on behalf of the Concessionaire under this Agreement.

18.14 NO WAIVER: There shall be no waiver of the right of the Department to demand strict performance of any of the provisions, terms and covenants of this Agreement nor shall there be any waiver of any breach, default or non-performance hereof by the Concessionaire unless such waiver is explicitly made in writing by the Department. Any previous waiver or course of dealing shall not affect the right of the Department to demand strict performance of the provisions, terms and covenants of this Agreement with performance hereof by the Concessionaire.

18.15 RIGHT TO REGULATE: Nothing in this Agreement shall be construed to waive or limit the governmental authority of the County, as a political subdivision of the State of Florida, to regulate the Concessionaire or its services.

18.16 INTENT OF AGREEMENT: This Agreement is for the benefit of the parties only and does not: (a) grant rights to third party beneficiaries or to any other person; or (b) authorize non-parties to the Agreement to maintain an action for personal injuries, professional liability, or property damage pursuant to the terms or provisions of the Agreement.

18.17 RADON DISCLOSURE: In accordance with Section 404.056, Florida Statutes, the following disclosure is hereby made: **"Radon Gas: Radon is a naturally occurring radioactive gas. When accumulated in a building in sufficient quantities, it may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."**

18.18 TRADEMARKS AND LICENSES: The Department may, from time to time, require the Concessionaire as part of its advertising and marketing program to utilize certain patents,

copyrights, trademarks, trade names, logos, computer software and other intellectual property owned by the Department in the performance of this Agreement which patents, copyrights, trademarks, trade names, logos, computer software and intellectual property may have been created pursuant to the terms of this Agreement. Such permission, when granted, shall be evidenced by a nonexclusive license executed by the Concessionaire and the Department, on behalf of the Department granting the Concessionaire the right, license and privilege to use a specific patent, copyright, trademark, trade name, logo, computer software or other intellectual property without requiring payment of fees therefore. Failure of the parties to execute a formal license agreement shall not vest title or interest in such patent, copyright, trademark, trade name, logo computer software or intellectual property in the using party.

18.19 HEADINGS: The headings of the various Articles and Sub-Articles of this Agreement, and its Table of Contents are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts of this Agreement.

18.20 BINDING EFFECT: The terms, conditions and covenants of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. This provision shall not constitute a waiver of any conditions prohibiting assignment or subletting.

18.21 GOVERNMENTAL DEPARTMENT: Nothing in this Agreement shall be construed to waive or limit the governmental authority of the County as a political subdivision of the State of Florida.

18.22 INDEPENDENT CONTRACTOR: The Concessionaire shall perform all services described herein as an independent contractor and not as an officer, agent, servant, or employee of the Department. All personnel provided by the Concessionaire in the performance of this Agreement shall be considered to be, at all times, the sole employees of the Concessionaire under its sole discretion, and not employees or agents of the Department: Except as provided in § 2-11.1(s) of the Code, the Concessionaire represents and warrants: (i) it has not employed or retained any company or person other than a bona fide employee working solely for the Concessionaire to solicit or secure this Agreement; and (ii) it has not paid, or agreed to pay any company or other person any fee, commission, gift, or other consideration contingent upon the execution of this Agreement. A breach of this warranty makes this Agreement voidable by the Department without any liability to the Contractor for any reason.

18.23 OTHER LIENS: Concessionaire shall not permit any mortgages, deeds of trust or similar liens to be imposed on the Locations, the leasehold, or the Furniture, Fixtures and Equipment or any portion thereof. Concessionaire or its Sub-tenants shall not permit or suffer any liens, including mechanics', material men's and tax liens to be imposed upon the Locations, or any part thereof, without promptly discharging the same. Notwithstanding the foregoing, Concessionaire or its Sub-tenants may in good faith contest any such lien if Concessionaire provides a bond in an amount and form acceptable to Department in order to clear the record of any such liens. Concessionaire further agrees

that it shall not sell, convey, mortgage, grant, bargain, encumber, pledge, assign or otherwise transfer its leasehold interest in the Locations or any personal property or trade fixtures in the Locations, including any Furniture, Fixtures and Equipment or any part thereof or permit any of the foregoing to occur. Concessionaire shall assume the defense of and indemnify and hold harmless Department against any and all liens and charges of any and every nature and kind which may at any time be established against said Locations and improvements, or any part thereof, as a consequence of any act or omission of Concessionaire or its Sub-tenants or as a consequence of the existence of Concessionaire's interest under this Lease.

18.24 RIGHTS OF COUNTY TO BE EXERCISED BY THE DEPARTMENT: Wherever in this Agreement rights are reserved to the County, such rights may be exercised by the Department.

ARTICLE 19
SUBLEASES

19.01 ASSIGNMENT OF SUBLEASES BY DEPARTMENT: In the event this Agreement is terminated prior to the completion of the Term or any Extensions if exercised, the Department shall have the following rights and obligations regarding the Sub-tenant Agreements then in effect:

(a) in case of termination without cause by the Department or if the Concessionaire terminates with cause, the Department shall execute an Assignment Agreement as described below with respect to all Sublease agreements then in effect; and

(b) in cases of termination with cause by the Department or if the Concessionaire terminates without cause, refer to Sub-Article 12.07 "Termination for Abandonment", the Department reserves the right to not execute an Assignment Agreement to assume those Sub-tenant Agreements that fail to satisfy any of the following criteria:

1. Sub-tenant is not currently in non-monetary default, beyond all applicable notice and cure periods;
2. Sub-tenant has no outstanding uncured material defaults and no material defaults, cured or otherwise, within one (1) year before the proposed date of assignment;
3. Sub-tenant has not had no more that three (3) accumulated defaults of any kind during the previous twelve (12) months under its Sublease agreement;
4. Sub-tenant is current regarding all payments of any kind for which it is responsible under its Sublease agreement; or
5. Sub-tenant has no outstanding claims of default against the Concessionaire in its capacity as landlord under the Sublease agreement or has waived any such claims.

In addition to the foregoing, the Department has no obligation to assume any Sub-tenant Agreement which does not (i) conform to the requirements of this Agreement unless each

non-conforming provision was explained to the Department and specifically approved prior to execution of the Sublease or even if not approved, the non-conforming provisions are not adverse to the Department's interests, as determined in the judgment of the Department, and (ii) the Concessionaire does not execute an Assignment Agreement under which the Concessionaire remains liable for and indemnifies and holds harmless the Department for any claims arising out of the performance of the Sublease agreement up to the effective date of the Assignment Agreement.

19.02 DEPARTMENT'S RIGHTS TO APPROVE SUBLEASES: Concessionaire shall not Sublease this Agreement or any of the rights and privileges hereunder, or contract for the performance of any of the services to be provided by the Concessionaire hereunder without the Department's prior written approval, which approval may be granted or withheld by Department in the exercise of its sole discretion within fourteen (14) days of receipt of said Sublease agreements.

19.03 CONCESSIONAIRE'S SUBLEASE AGREEMENT REQUIREMENTS: The Concessionaire's Sublease agreement(s) must not extend beyond the Term or, if exercised, any Extended Term and must contain comparable terms and conditions, as may be applicable, to those contained herein.

Costs not directly related to a Location of a sub-tenant shall not be imposed upon that sub-tenant except for such costs required by the Department such as the marketing fee and/or common logistics fee.

19.04 SUB-TENANT REQUIREMENT:

A. Three (3) years continuous experience within the past eight (8) years in the managing or operating and maintaining duty and tax free locations in an airport, transportation center, retail shopping center or marketplace generating a minimum of $500,000 in gross sales per year, per Location.

B. Must be authorized to do business in the State of Florida.

ARTICLE 20
WAIVER OF CLAIMS

The Concessionaire hereby waives any and all claims it now has or may hereafter have against the County and the Department, and against any member, including, without limitation, all members of the Board of County Commissioners, officers, agents or employees of each, for any loss of anticipated profits caused by any suit or proceeding attacking directly or indirectly the validity of this Agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring this Agreement or any part thereof, or by judgment or award in any suit or proceeding declaring this Agreement null and void or voidable, or delaying the same or any part thereof from being carried out. The Concessionaire hereby further waives any and all claims for compensation for any and all loss or damage sustained by reason of any delay in making the Locations available to the Concessionaire or by reason of any defects or deficiencies in the Locations or in the

terminal building including any defect or deficiency in the Locations or in the terminal building which substantially impedes the Concessionaire's or its Sub-tenants' ability to operate a concession at the Location(s) or because of any interruption in any of the services thereto, including, but not limited to, power, telephone, heating, air conditioning or water supply systems, drainage or sewage systems, and Concessionaire hereby expressly releases the County and Department from any and all demands, claims, actions, and causes of action arising from any of such causes.

ARTICLE 21
REQUIRED, GENERAL AND MISCELLANEOUS PROVISIONS

21.01 AGREEMENTS WITH STATE OF FLORIDA AND MIAMI-DADE COUNTY: This Agreement shall be subject to all restrictions of record affecting the Airport and the use thereof, all federal, State, County laws, and regulations affecting the same, and shall be subject and subordinate to the previsions of any and all existing agreements between the Department, or the State of Florida, or their boards, agencies or commissions, and to any future agreement between or among the foregoing relative to the operation or maintenance of the Airport, the execution of which may be required as a condition precedent to the expenditure of federal, State, County funds for the development of the Airport, or any part thereof. All provisions hereof shall be subordinate to the right of the United States to occupy or use the Airport, or any part thereof, during time of war or national emergency.

21.02 RIGHT TO AMEND: In the event that the Federal Aviation Administration or its successors requires modifications or changes in this Agreement as a condition precedent to the granting of its approval or to the obtaining of funds for improvements at the Airport, Concessionaire hereby consents to any and all such modifications and changes as may be reasonably required.

21.03 CONCESSIONAIRE COVENANTS AND ASSURANCES:

A. Covenants Against Discrimination:

1. Concessionaire on behalf of itself, its Sub-tenants, successors in interest and its assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Locations or the Airport; (2) that in the installation of any equipment at the Airport and the furnishing or services in connection therewith, no person on the grounds or race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination; and (3) that Concessionaire shall operate at the Airport in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally assisted programs of the Department of Transportation-effectuation of Title VI of the

Civil Rights Act of 1964, and as said Regulations may be amended. Likewise, Concessionaire shall comply with laws of the State of Florida, prohibiting discrimination because of race, color, religion, sex, national origin, age, handicap or marital status. Should Concessionaire authorize another person or entity, with Department's prior written consent, to provide services or benefits in or in connection with its rights or obligations under this Agreement, Concessionaire shall obtain from such person or entity a written agreement pursuant to which such person or entity shall, with respect to the services or benefits which it is authorized to provide, undertake for itself the obligations contained in this paragraph. Concessionaire shall furnish the original or a true copy of such agreement to Department.

2. Concessionaire will provide and cause its Sub-tenants to provide all information and reports required by said Code of Federal Regulations, or by directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its locations as may be determined by Department or the Federal Aviation Administration to be pertinent to ascertain whether there has been compliance with said Regulations and directives. Where any information required of Concessionaire is in the exclusive possession of another who fails or refuses to furnish this information, Concessionaire shall so certify to Department or the Federal Aviation Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

3. In the event of a breach of any of the above nondiscrimination covenants, Department shall have the right to impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate. Such rights shall include the right to terminate this Agreement and to reenter and repossess the Locations and the improvements thereto, and hold the same as if this Agreement had never been made. The rights granted to Department by the foregoing sentence shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

4. Concessionaire assures Department that no person shall be excluded on the grounds or race, creed, color, national origin or sex from participating in or receiving the services or benefits of any program or activity covered by Title 14, Code of Federal Regulations, Part 152, Subpart E, Federal Aviation Administration, Nondiscrimination in Airport Aid Program, and that it will be bound by and comply with all other applicable provisions of such Subpart E, as it may be amended from time to time. Concessionaire also assures Department that it will require its covered suborganizations to provide assurances to the same effect and provide copies thereof to the Department.

5. Concessionaire further assures Department that it and its Sub-tenants will comply with pertinent statutes, Executive Orders and such rules as are

promulgated to assure that no person shall on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted at or in connection with its operations at the Locations. Concessionaire also assures Department that it will require its contractors and Sub-tenants to provide assurances to the same effect and ensure that such assurances are included in contracts and Sublease agreements at all tiers which are entered into in connection with Concessionaire's services hereunder.

6. a) This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23, Subpart F. Concessionaire 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 covered by 49 CFR Part 23, Subpart F.

   b) Concessionaire agrees to include the above statements in any subsequent concession agreements that it enters and cause those businesses to similarly include the statements in further agreements.

7. The Department may from time to time be required by the United States Government or one or more of its agencies, to adopt additional or amended provisions including nondiscrimination provisions concerning the use and operation of the Airport, and Concessionaire agrees that it will adopt such requirements as part of this Agreement.

21.04 RIGHT TO MODIFY: This Agreement may be unilaterally modified by the Department, upon advice of its legal counsel, in order to conform to judicial or Federal Trade Commission or FAA rulings or opinions. This Sub-Article shall not preclude Concessionaire from contesting said rulings or opinions, but the Concessionaire shall abide by the unilateral change while such a challenge is pending. Except as otherwise specifically provided in this Agreement, this Agreement may not be modified except by a written instrument signed by both parties.

21.05 TAX EXEMPT STATUS OF DEPARTMENT REVENUE BONDS: The Concessionaire agrees to comply promptly with any applicable provisions of any federal tax statute, and all regulations or other binding authority promulgated or decided hereunder, as required to permit the Department's capital expansion projects to be planned and constructed by the Department with revenue bonds the interest on which is generally exempt from federal income taxation, other than any applicable individual or corporate alternative minimum taxes (and other than during any period while such revenue bonds are held by a "substantial user" of the projects financed by such revenue bonds or a "related person" to a "substantial user"), including, without limitation, the execution by the Concessionaire and delivery to the Department of an election not to claim depreciation or any investment credit with respect to any portion of such capital expansion projects or any other portion of the Airport System.

21.06 REMEDIES: All remedies provided in this Agreement shall be deemed cumulative and additional, and not in lieu of or exclusive of each other or of any other remedy available at law or in equity arising hereunder.

21.07 WARRANTY OF CONCESSIONAIRE AS TO CONFLICTS OF INTEREST: The Concessionaire represents and warrants to the Department that, except as may be disclosed in an Addendum hereto, no member, officer, employee or agent of Department has any interest, direct or indirect, in the business of the Concessionaire to be conducted hereunder, and that no such persons shall have any such interest at any time during the Term, the First Extended Term and/or the Second Extended Term, as applicable. .

21.08 REGULATIONS OF DEPARTMENT: The rights and privileges granted to the Concessionaire hereunder and the occupancy and use by the Concessionaire and the Concessionaire's Sub-tenants of the Locations shall at all times be subject to reasonable rules and regulations of Department as the same are now or may hereafter be prescribed through the lawful exercise of its power, including, but not limited to, all applicable provisions of Department's Policy and Procedures Manual as the same may be amended from time to time.

21.09 INTEREST: Any sums payable to the Department by the Concessionaire under any provisions of this Agreement, which may be amended from time to time, which are not paid when due shall bear interest at the rate of (1 1/2%) per month (or, if less, the maximum rate of interest allowed by law) from the due date thereof until paid.

21.10 LOBBYING RULES: The County's Ethics Commission has also adopted rules delineating the responsibilities of lobbyists and County personnel in implementing the requirements of the lobbying section of the Conflict of Interest and Code of Ethics Ordinance (see Appendix L). The Proposer shall comply with these requirements.

21.11 MISCELLANEOUS PROVISIONS: The Concessionaire, its Sub-tenants and its agents, contractors, sub-contractors and/or employees shall promptly observe and comply with applicable provisions of all federal, State, and local statutes, ordinances, regulations and rules which govern or apply to the Concessionaire or to its services or operations hereunder.

1. The Concessionaire shall, at its own cost and expense, procure and keep in force during the Term and any Extensions thereto if applicable, all necessary licenses, registrations, certificates, bonds, permits, and other authorizations as are required by law in order for the Concessionaire to provide its services hereunder and shall pay all taxes, (including sales and use taxes), assessments including, without limitation, storm water utility fees and impact fees which may be assessed, levied, exacted or imposed by all governmental authorities having jurisdiction on Concessionaire's property, on its services, on its Gross Revenues, on its income, on this Agreement and the fees payable to the Department hereunder, on the rights and privileges granted to the Concessionaire herein, on the Locations and on any and all equipment installed on

the Locations and the Concessionaire shall make and file all applications, reports, and returns required in connection therewith.

2. The Concessionaire agrees to repair promptly, at its sole cost and expense and in a manner acceptable to the Department, any damage caused by the Concessionaire or any of its Sub-tenants, officers, agents, employees, contractors, subcontractors, licensees or invitees to the Airport or any equipment or property located thereon.

3. The Concessionaire is not authorized to act as the Department's agent hereunder and shall have no authority, express or implied, to act for or bind the Department hereunder and nothing contained in this Agreement shall be deemed or construed by the Department or the Concessionaire or by any third party to create the relationship of partnership or of joint venture. No provision of this Agreement shall be deemed to make the Department the joint employer of any employee of the Concessionaire.

4 The Department, through its designated agents, shall have the right during the Concessionaire's normal business hours (and at any time during an emergency) to inspect the Locations and the property of the Concessionaire located thereon, in order to enforce this Agreement, to enforce applicable laws and regulations, and to protect persons and property.

5. The Article and paragraph headings herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision of this Agreement.

6. Time is expressed to be the essence of this Agreement.

7. This Agreement will inure to the benefit of and shall be binding upon the parties hereto and their authorized successors and assigns.

8 If any covenant, condition or provision of this Agreement is held to be invalid by any court of competent jurisdiction, such holding shall not affect the validity of any other covenant, condition or provision contain herein.

Except as otherwise provide herein, if certain action may be taken only with the consent or approval of the Department or the County, or if a determination or judgment is to be made by the Department or the County, such consent or approval may be granted or withheld, or such determination or judgment shall be made, in the sole discretion of the Department or the County.

21. 12 PROVISIONS OF LAW REQUIRING AFFIDAVITS AND CONDITION OF AWARD CERTIFICATES

A. AFFIDAVITS

1. Public Entity Crimes Affidavit

Pursuant to Section 287.133 (2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a qualification statement and may not be awarded or perform work under a Contract with the County.

2. Debarment Disclosure Affidavit

Section 10-38 of the Code requires the Respondent to affirm, under oath, that neither the Respondent, its Subcontractor/Subconsultant, officers, principals, stockholders, nor affiliates, as defined in the ordinance, have been debarred by the County. Any individual or entity listed above that has been debarred by the County is prohibited from entering into any contract with the County during the period for which they have been debarred. Debarment may also constitute grounds for termination of any existing County contract. It is the Respondent's responsibility to ascertain this information before submitting the Qualification Statement. Any Respondent who fails to complete the Debarment Disclosure Affidavit shall not be awarded a contract with the County.

The Respondent shall also comply with Section 2-8.4.1 of the Code, which provides contractual penalties and debarment for any contractor attempting to meet contractual obligations and compliance with the County through fraud, misrepresentation or material misstatement.

3. Criminal Record Affidavit

Pursuant to Section 2-8.6 of the Code, the Respondent must disclose, at the time the Qualification Statement is submitted, if the Respondent or any of its officers, directors, or executives have been convicted of a felony during the past (10) years. Failure to disclose such conviction may result in the debarment of the Respondent who knowingly fails to make the required disclosure or to falsify information.

4. Disclosure of Ownership Affidavit

Pursuant to Section 2-8.1 of the Code of Miami-Dade, the Respondent shall disclose the full legal name and business address of any individual (other than Subcontractors/Subconsultants, material men, suppliers, laborers, or lenders) that has, or will have any interest (legal, equitable, beneficial or otherwise) in the contract transaction. If the contract is with a corporation, the full legal address shall be provided for each officer, director, and stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. Post Office addresses are not acceptable.

In addition, pursuant to Section 2-8.1 of the Code of Miami-Dade, the Respondent shall disclose the composition of its workforce, as to race, national origin and gender, as well as the existence of a collective bargaining agreement with employees. The Respondent must also provide a list of the health care benefits to be paid to employees performing work on the contract.

5. Conflict of Interest Affidavit

Pursuant to Section 2.11.1 of the Code, no County employee or his or her immediate family shall be prevented from entering into any contract, individually or through a firm, corporation, partnership or business entity, in which the employee or any member of his or her immediate family has a controlling financial interest with the County, or any person or agency acting for the County, as long as (1) entering into the contract would not interfere with the full and faithful discharge by the employee of his or her duties to the County, (2) the employee has not participated in determining the subject contract requirements or awarding the contract, and (3) the employee's job responsibilities and job description will not require him or her to be involved with the contract in any way, including, but not limited to, its enforcement, oversight, administration, amendment, extension, termination or forbearance. However, this limited exclusion shall not be construed to authorize an employee or his or her immediate family member to enter into a contract with the County or any person or agency acting for the County, if the employee works in the County department that will enforce, oversee or administer the subject contract.

Any affected County employee shall seek a conflict of interest opinion from the County Commission on Ethics and Public Trust ("the Ethics Commission") prior to submittal of a bid, response, or application, of any type, to contract with the County by the employee or his or her immediate family. A request for a conflict of interest opinion shall be made in writing and shall set forth and include all pertinent facts and relevant documents. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

If the affected employee or his or her immediate family member chooses to respond to a solicitation to contract with the County, such employee shall file with the Clerk of the Board (the "Clerk") a statement, in a form satisfactory to the Clerk, disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a bid, response, or application of any type to contract with the County. Along with the disclosure form, the affected employee shall file with the Clerk a copy of his or her request for an Ethics Commission opinion and an opinion or waiver from the Board. Also, a copy of the request for a conflict of interest opinion from the Ethics Commission and any opinion or waiver must be submitted with the response to the solicitation to contract with the County.

B. CERTIFICATIONS

The Certifications described below are part of a single execution certification:

1. Disability Nondiscrimination Certification

Pursuant to County Resolution No. R-182-00, amending Resolution No. R-385-95, the Vendor shall provide written certification that the firm is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act, the Fair Housing Act, nor any other laws prohibiting discrimination on the basis of disability. Any post-award violation of these Acts may result in the contract being declared void. If any certifying Respondent or their affiliate is found in violation of the Acts, the County will conduct no further business with such attesting firm. Any violation of this Resolution may result in debarment.

The Vendor shall also comply with Section 11A-26 of the Code of Miami-Dade, unlawful employment practices.

2. Family Leave Certification

Pursuant to Section 11A-31 of the Code of Miami-Dade, the Vendor shall provide written certification that the firm provides family leave to their employees as required by the County Family Leave Ordinance. The Vendor who fails to provide the required certification shall be precluded from receiving the contract. Any violation of this resolution may result in debarment.

Also the procedures for a family leave complaint shall be as outlined in Section 11A-28 of the Code of Miami-Dade.

3. Domestic Leave Certification

Pursuant to Sections 11A-60 through 11A-67 of the Code, the Vendor shall provide written certification that the firm is in compliance with the County's Domestic Leave Policy. The Vendor who fails to provide the required certification shall be precluded from receiving the contract. Failure to comply with the requirements of this Resolution, as well as Sections 11A-60 through 11A-67 of the Code, may result in the contract being declared void, the contract being terminated, and/or the firm being debarred. The obligation to provide domestic leave to their employees shall be a contractual obligation.

4. Currently Due Fees and Taxes Certification

Pursuant to Section 2-8.1(c) of the Code, the Vendor shall verify that all delinquent and currently due fees or taxes - including but not limited to real and property taxes, utility taxes and occupational licenses - collected in the normal course by the County Tax Collector, as well as County issued parking tickets for vehicles registered in the name

of the Vendor, have been paid. Failure to comply with this requirement may result in debarment.

5. Drug Free Workplace Certification

Pursuant to Section 2-8.1.2 of the Code, no person or entity shall be awarded or receive a County contract for public improvements unless such person or entity certifies that it will provide a drug free workplace. Failure to comply with this policy may result in debarment for those persons or entities that knowingly violate this policy or falsify information.

6. Current in County Obligations Affidavit

Pursuant to Section 2-8.1(h) of the Code, no individual or entity shall be allowed to receive any additional County contracts, if it is in arrears in any payment under a contract, promissory note or other loan document with the County, or any of its agencies or instrumentalities, including the Public Health Trust, either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the Code, until either the arrearage has been paid in full or the County has agreed in writing to a payment schedule. Any contract or transaction entered into in violation of Section 2-8.1(h) of the Code shall be voidable. Failure to meet the terms and conditions of any obligation or repayment schedule with the County shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

7. Code of Business Ethics Affidavit

Pursuant to Section 2-8.1(i) of the Code, each person or entity that seeks to do business with the County shall adopt a Code of Business Ethics ("Ethics Code") and shall, prior to the execution of any contract between the contractor and the County, submit an affidavit stating that the contractor has adopted an Ethics Code that complies with the requirements of Section 2-8.1(i) of the Code. A contractor failing to submit the required affidavit shall be ineligible for contract award.

8. Affirmative Action Plan/Procurement Policy or Exception Affidavit

Pursuant to Section 2-8.1 of the Code, the Vendor, with annual gross revenues in excess of five million dollars ($5,000,000), is required to demonstrate that its employment and procurement practices do not discriminate against minorities and women. Unless verification that the firm's annual gross revenues does not exceed five million dollars ($5,000,000) is submitted with the Qualification Statement, either (i) a certification of affirmative action plans or procurement policies, Affidavit 7A, "Affirmative Action Plan/Procurement Policy Affidavit" or (ii) a claim of exemption, Affidavit 7B, "Affirmative Action Plan/Procurement Exemption Affidavit" must be

executed and submitted with the Qualification Statement. The requirements set forth in the Code may only be waived by the Board, upon written recommendation by the County Manager that it is in the best interest of the County to do so.

C. OTHER REQUIRED DOCUMENTATION

1. Telephone Logs

Pursuant to Section 11A-43(4) of the Code, each Respondent must maintain telephone logs of all phone calls to and from Subcontractors/Subconsultants and suppliers. These logs shall contain the name of the Subcontractor/Subconsultant or supplier, the time and date of the call, the names of the persons contacted, a description of the work to be subcontracted or of the material to be furnished, and the dollar amount of the quotation. Telephone logs shall be made available to County personnel.

2. Subcontracting Policies

Pursuant to Section 2-8.8(4) of the Code, all Concessionaires on County contracts, if Subcontractors/Subconsultants may be used, shall provide a detailed statement of their policies and procedures for awarding subcontracts which:

a) notifies the broadest number of local Subcontractors/ Subconsultants of the opportunity to be awarded a subcontract;

b) invites local Subcontractors/Subconsultants to submit bids in a practical, expedient way;

c) provides local Subcontractors/Subconsultants access to information necessary to prepare and formulate a subcontracting bid;

d) allows local Subcontractors/Subconsultants to meet with appropriate personnel of the Concessionaire to discuss the Concessionaire's requirements; and

e) awards subcontracts based on full and complete consideration of all submitted proposals and in accordance with the Concessionaire's stated objectives.

All Respondents seeking to contract with the County shall provide a statement of their subcontracting policies and procedures. The Respondent who fails to provide the required statement shall be precluded from receiving the contract.

3. Listing of Subcontractors/Subconsultants and Suppliers

Section 10-34 of the Code requires that all Respondents on County or Public Health Trust contracts, which involve the expenditure of $100,000 or more, provide a listing which identifies all first tier Subcontractors/Subconsultants who will perform any part of the contract work, describes the portion of the work such

Subcontractor/Subconsultant will perform, identifies all suppliers who will supply materials for the contract work directly to the Respondent, and describes the materials to be so supplied. Failure to comply with this policy may result in debarment.

A Respondent who is awarded the contract shall not change or substitute first tier Subcontractors/Subconsultants, direct suppliers, the portions of the work to be performed, or the materials to be supplied from those identified in the listing provided, except upon written approval by the County.

21.13 FORCE MAJEURE: Strictly in relation to the obligations of each party to the other under this Agreement, and not for any other purpose or for any benefit of a third party and each party shall be excused from the timely performance of their respective obligations or undertakings provided in this Agreement, if the performance of such obligations or undertakings is prevented or delayed, retarded or hindered by, (i) strikes, lockouts, boycotts, actions of labor unions, labor disputes, labor disruptions, work stoppages or slowdowns, unless involving employees of the Concessionaire, or (ii) embargo's, general shortages of labor, equipment, locations, materials or supplies in the open market, acts of God, acts of the public enemy, acts of governmental authority, including, without limitation, the FAA, the DOT, the TSA, the EPA, the DOJ, or civil and defense authorities, extreme weather conditions, war (declared or undeclared), invasion, insurrection, terrorism, riots, rebellion or sabotage.

21.14 ENTIRE AGREEMENT: The parties hereto agree that this Agreement sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except as may be specifically authorized herein or by written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials as of the date first above written.

CONCESSIONAIRE

DUTY FREE AMERICAS MIAMI, LLC

By: Duty Free Americas Airports, Inc.
its Managing Member

ATTEST:

Simon Falic
Secretary

By: _____
Jerome Falic
Chief Executive Officer

INDIVIDUAL, PARTNERSHIP OR JOINT VENTURE

_____ _____
Legal Name Legal Name

By: _____ By: _____
Signature Signature

_____ _____
(Type Name & Title) (Type Name & Title)

Attest: _____

Name of Managing Joint Venturer:

_____ Witness: _____

By: _____
Signature of Authorized Representative of the Joint Venture

Corporate Seal

(ATTACH ADDITIONAL SHEETS FOR EACH JOINT VENTURER, AS NEEDED)

BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

By: _____
County Manager

Approved for Form
and Legal Sufficiency

_____
Assistant County Attorney

Attest: Harvey Ruvin, Clerk

By: _____
Deputy Clerk

Resolution No.: _____

Date: _____

EXHIBIT A
Revised 3/31/05

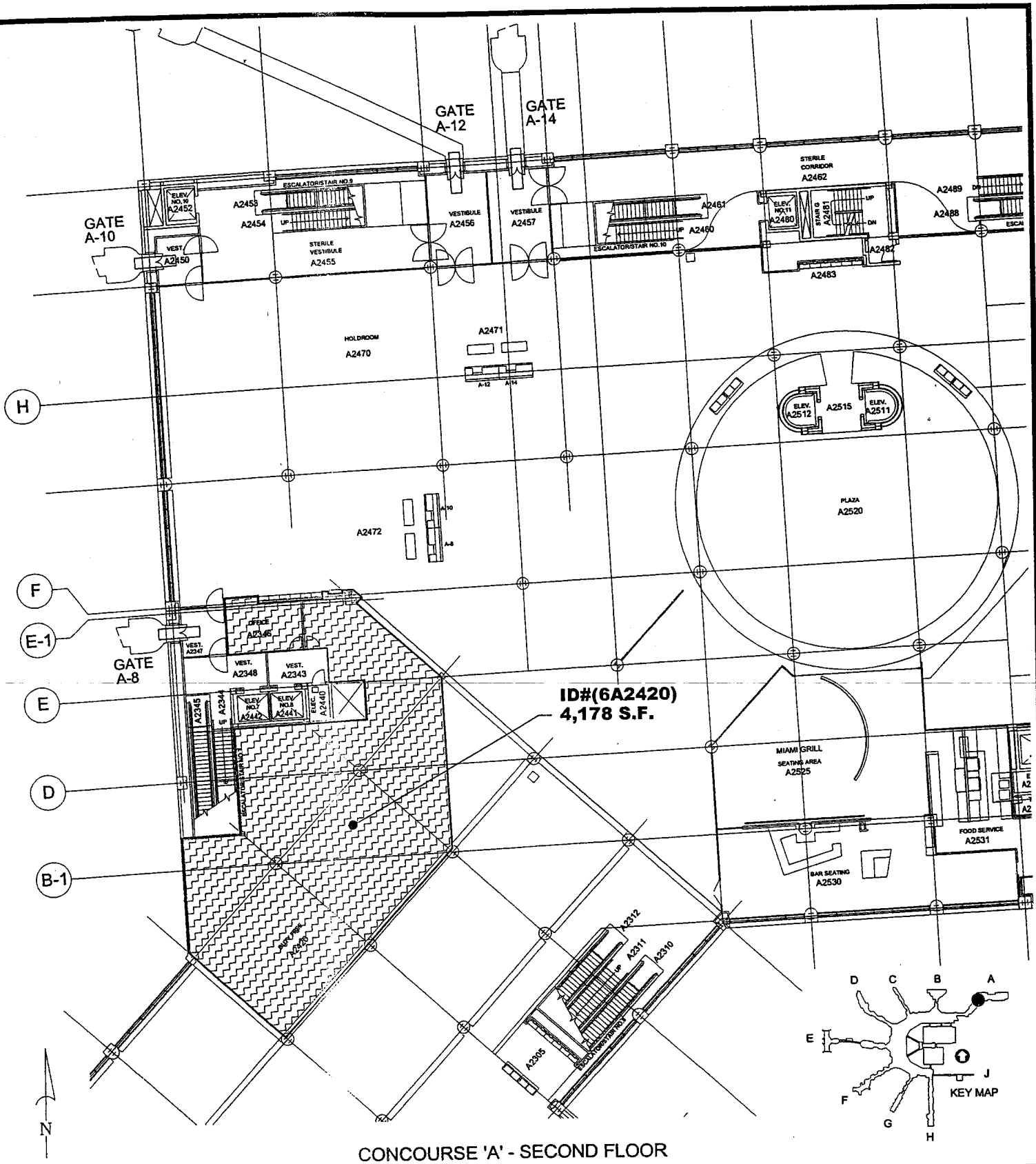
Miami International Airport
Duty and Tax Free
Concession Locations

Location	ID Reference	SF	Turnover Date Qtr/Yr
NORTH			
Conc A	(1) IDA110.M.A.	5,922	Mid 07
Conc B	(1) IDB.72A	2,531	End 06
Conc C	(1) IDC.36.A	6,225	Mid 06
Total North		**14,678**	
CENTRAL			
Term E	(2) ID6E2180	2,043	Lease Effective Date
Conc E	(1) ID6E2778	946	Lease Effective Date
Conc. E Satellite	(1) ID6S3290	2,043	Lease Effective Date
Term F	(2) ID6F2636	4,572	Lease Effective Date
Conc F	(1) ID6F2850	2,823	Lease Effective Date
Total Central		**12,427**	
SOUTH			
Conc. H	**(1) IDH2-DF01**	**100**	March 2006
Conc. H	**(1) IDH2-DF02**	**4,902**	March 2006
Conc. J	(1) IDJ2-DF01	2,506	March 2006
Conc. J	**(1) IDJ3-DF01**	**1,228**	March 2006
Total South		**8,736**	
Total Duty and Tax Free Square Footage		**35,841**	

(1) Post Security
(2) Pre Security

As-Is Locations - To be operated until such time the space is required by the Department.

Conc. A	6A2420	4,178
Conc. D	6D2720	712



CONCOURSE 'A' - SECOND FLOOR

CODE:	SPACE CLASS	SQ. FT.
	DUTY FREE CONCESSION	4,178

MIAMI DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

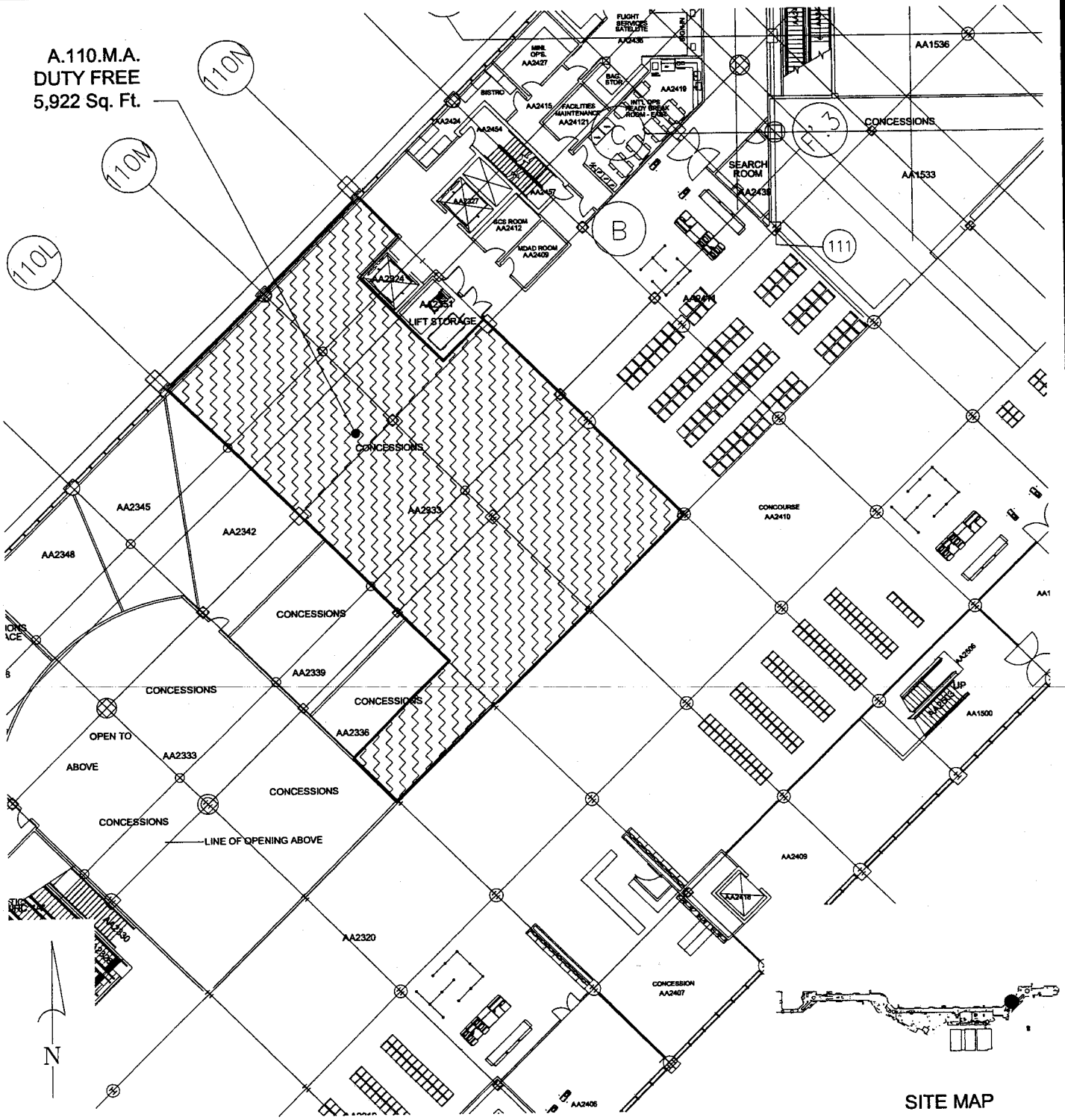
EXHIBIT A

PROPOSED DUTY FREE

191
As-Is Location

RFP

SCALE: 1/32"=1'-0" | EFS#: A2-DF01 | DATE:9-15-04



CONCOURSE 'A' - SECOND FLOOR

CODE:	SPACE CLASS	SQ. FT.
	DUTY FREE CONCESSION	5,922

MIAMI DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

EXHIBIT A

PROPOSED DUTY FREE

RFP

192

SCALE: 1/32"=1'-0"	EFS #: A.110.M.A.	DATE: 9-15-04

CONCOURSE 'B' - SECOND FLOOR

CODE:	SPACE CLASS	SQ. FT.
(hatched pattern)	DUTY FREE CONCESSION	2,531

MIAMI DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

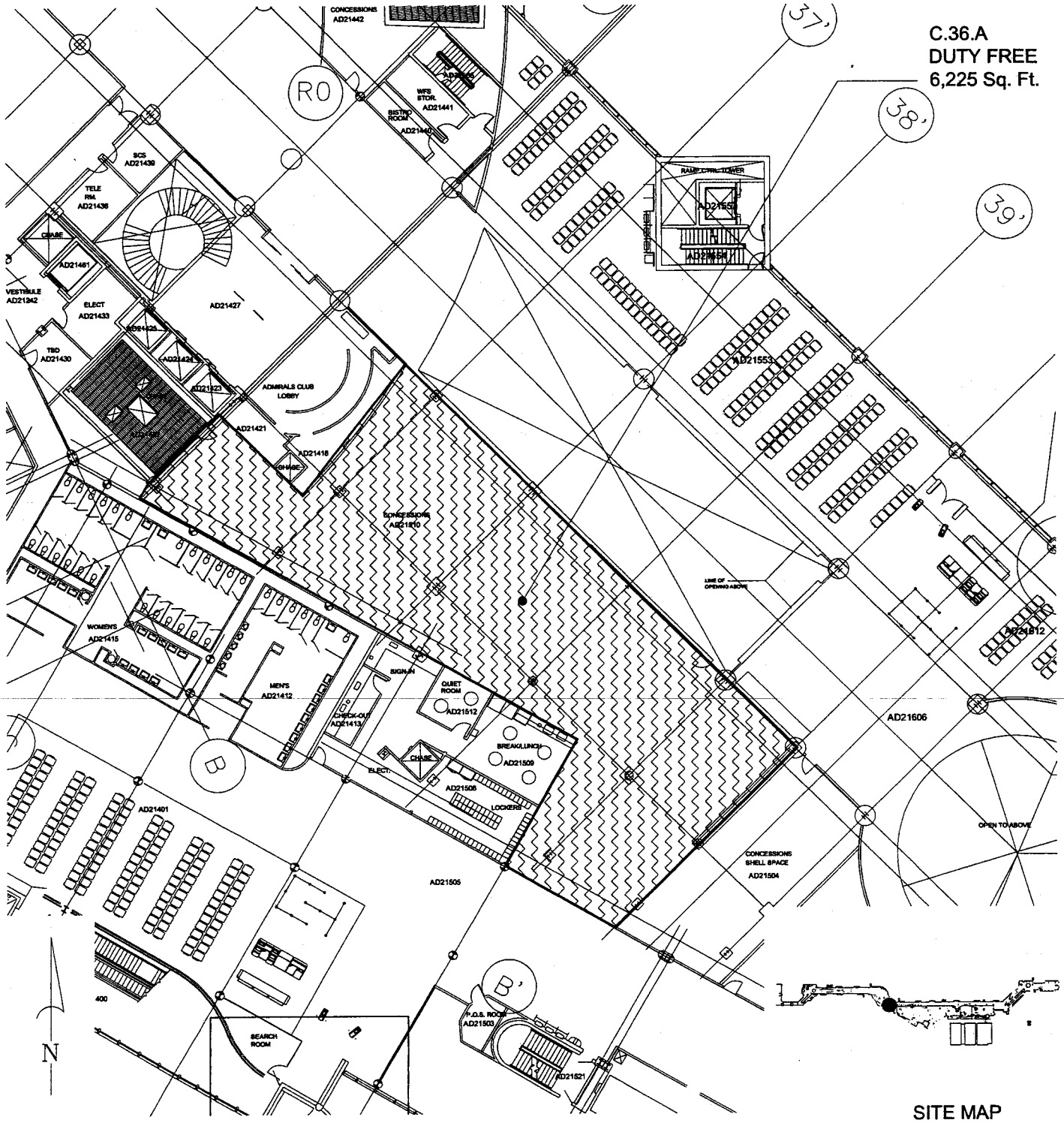
EXHIBIT A

PROPOSED DUTY FREE

RFP

193

SCALE: 1/32"=1'-0" | EFS #: B.72A | DATE: 9-15-04



SITE MAP

CONCOURSE 'C' - SECOND FLOOR

CODE:	SPACE CLASS	SQ. FT.
	DUTY FREE CONCESSION	6,225

MIAMI DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

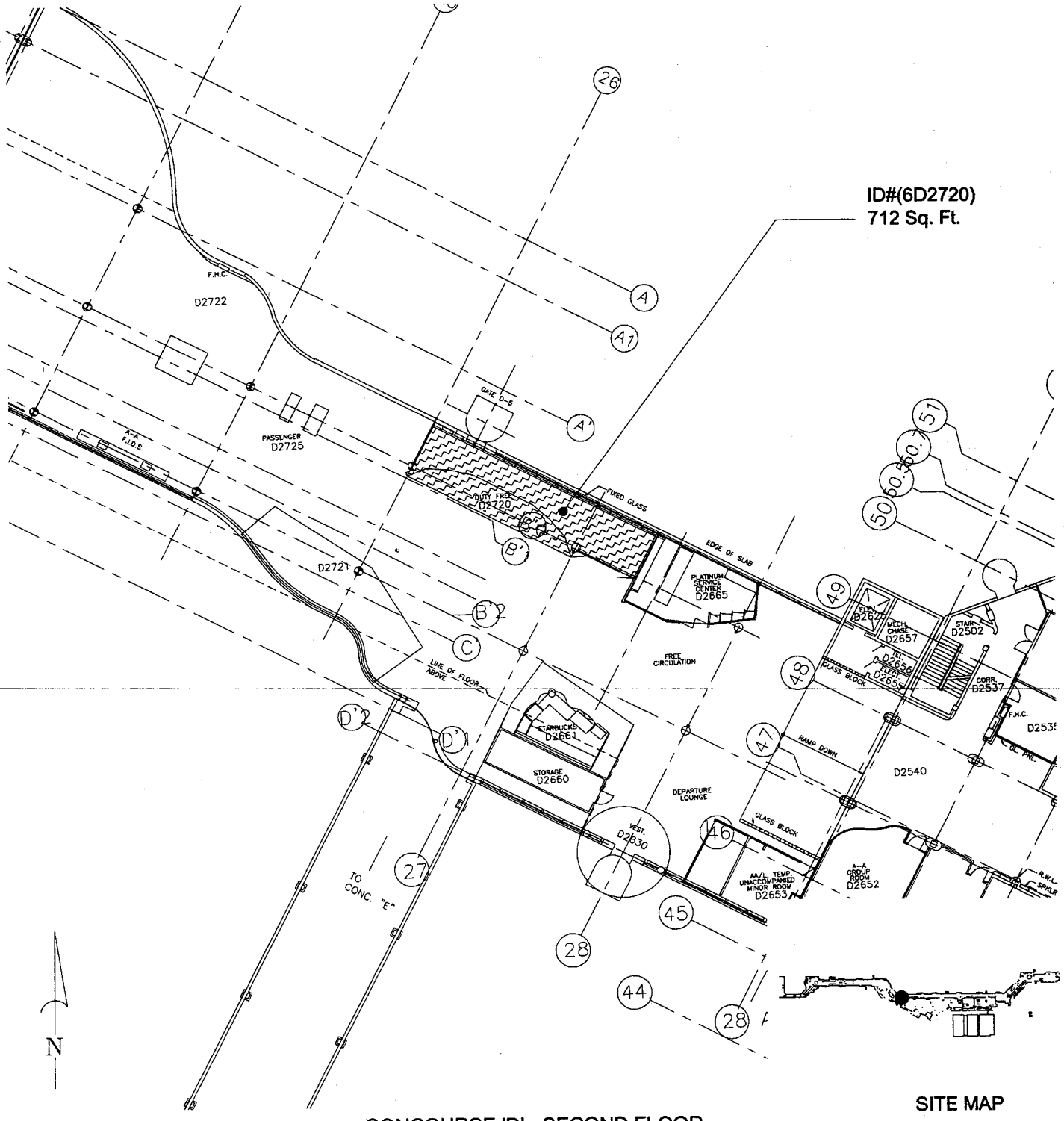
EXHIBIT A

PROPOSED DUTY FREE

RFP

194

SCALE: 1/32"=1'-0"	EFS #: C.36.A	DATE: 9-15-04



CODE:	SPACE CLASS	SQ. FT.
	DUTY FREE CONCESSION	712

MIAMI DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

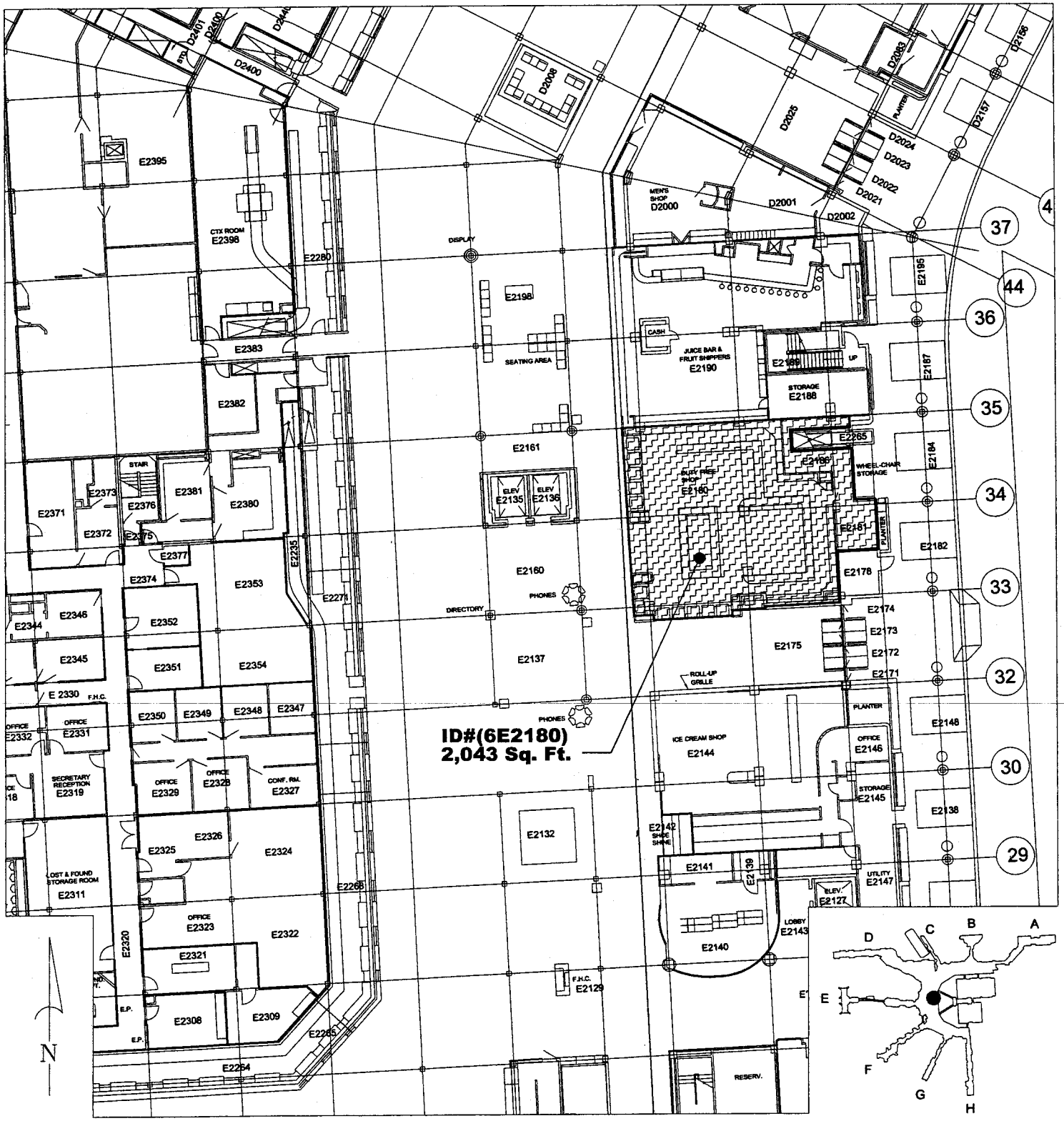
EXHIBIT A

PROPOSED DUTY FREE

As-Is Location **RFP**

195

SCALE: 1/32"=1'-0"	EFS #: D2-DF01	DATE: 9-15-04



1OF2

TERMINAL 'E' - SECOND FLOOR

KEY MAP

CODE:	SPACE CLASS	SQ. FT.
	DUTY FREE CONCESSION	2,043

MIAMI DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

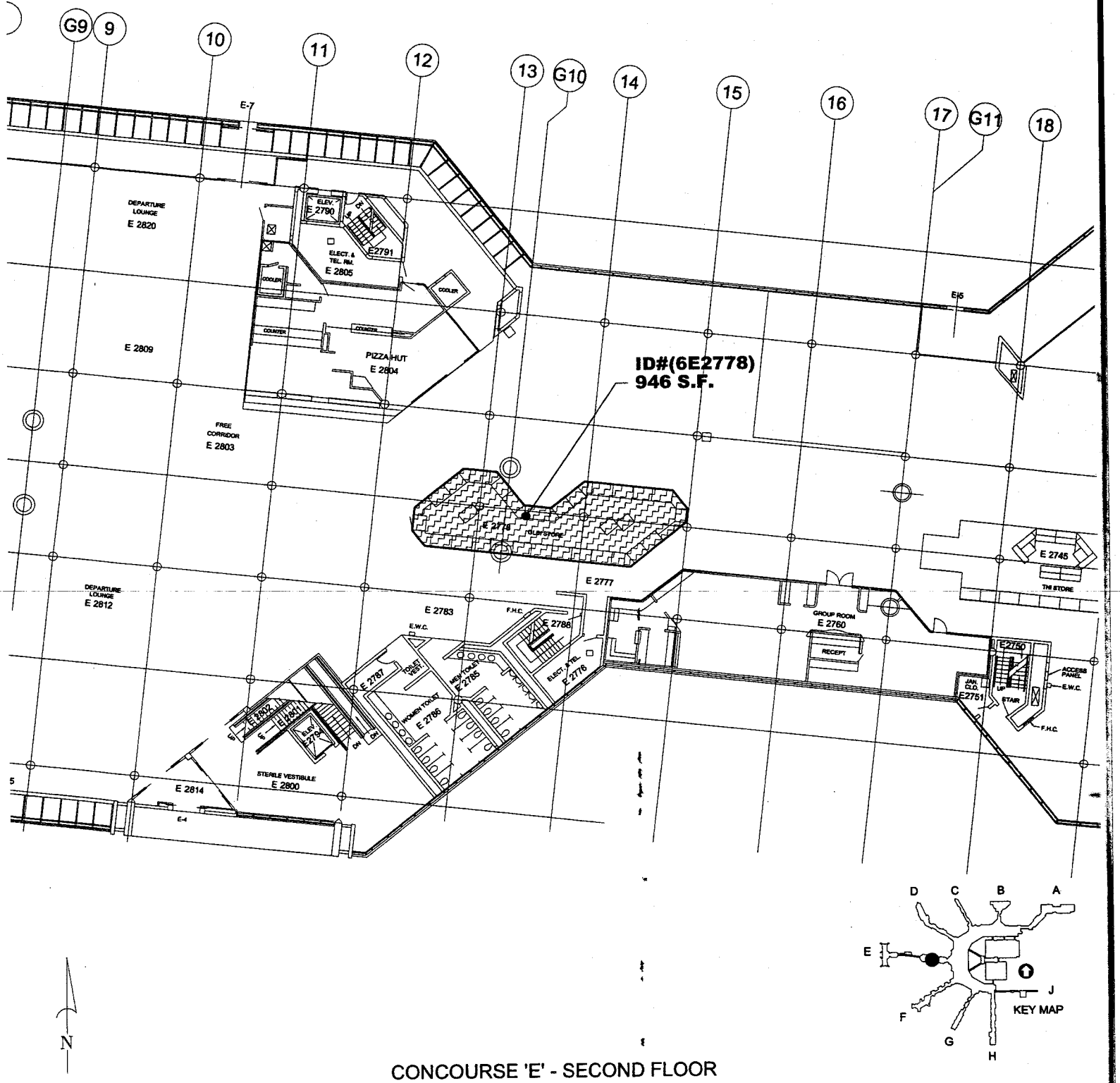
EXHIBIT A

PROPOSED DUTY FREE

RFP

196

SCALE: 1/32"=1'-0" | EFS #: E2-DF01 | DATE: 9-15-04



CONCOURSE 'E' - SECOND FLOOR

CODE:	SPACE CLASS	SQ. FT.
	DUTY FREE CONCESSION	946

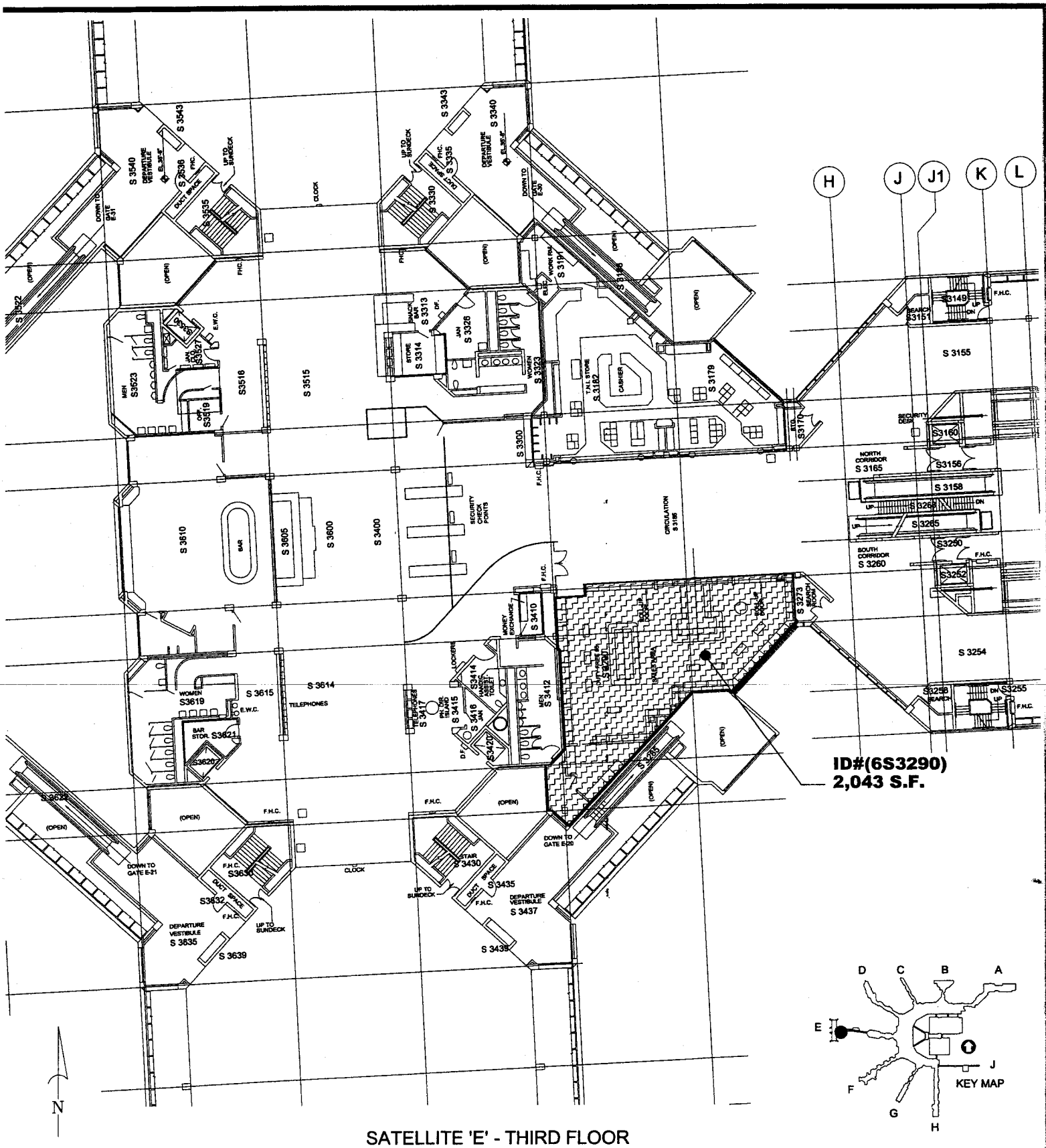
MIAMI DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

EXHIBIT A

PROPOSED DUTY FREE
RFP

197

SCALE: 1/32"=1'-0" | FFS#: F2-DF05 | DATE: 9-15-04



SATELLITE 'E' - THIRD FLOOR

CODE:	SPACE CLASS	SQ. FT.
	DUTY FREE CONCESSION	2,043

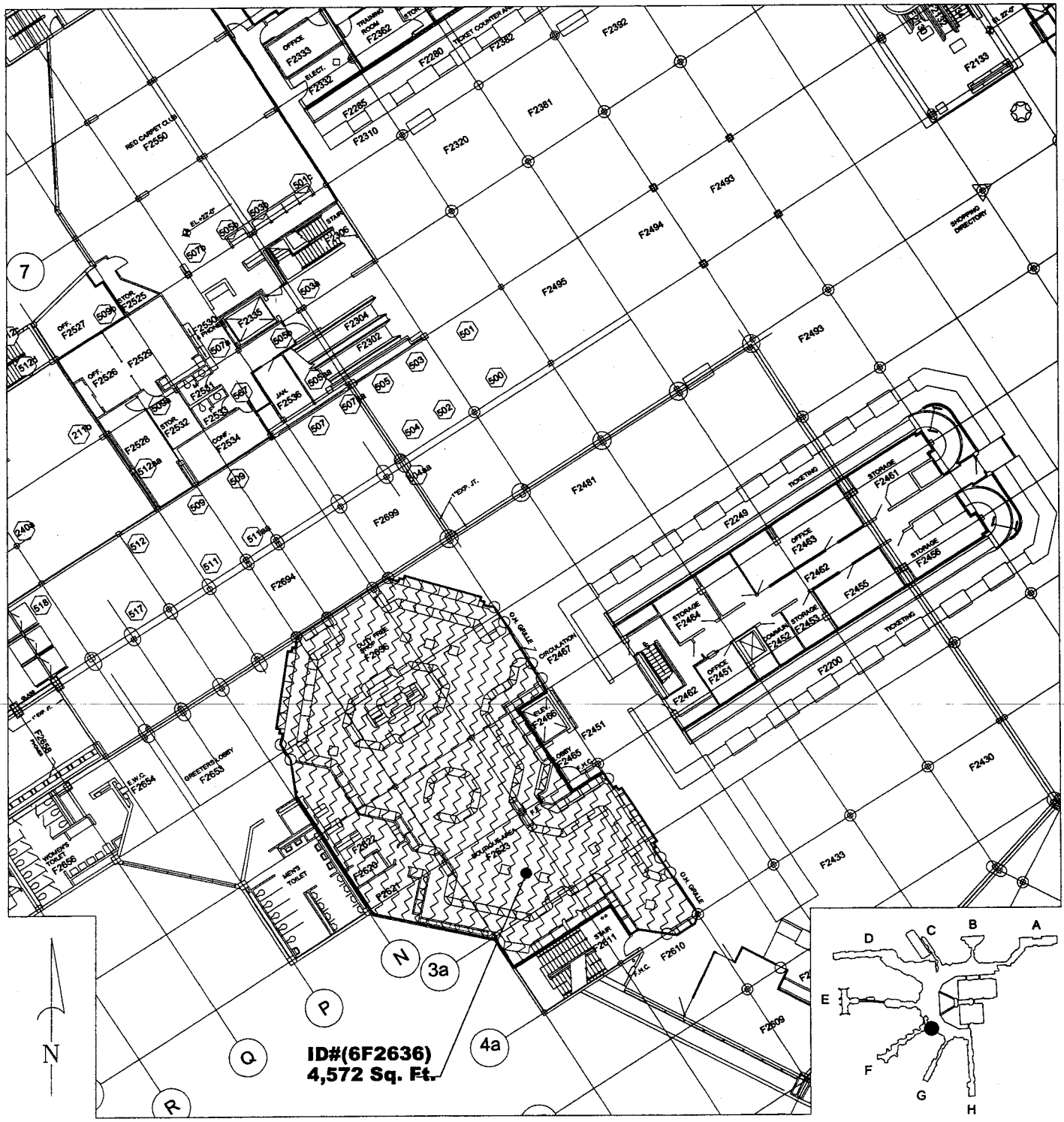
MIAMI DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

EXHIBIT A

PROPOSED DUTY FREE
RFP

198

SCALE: 1/32"=1'-0" | FFS#: E2-DF04 | DATE: 9-15-04



1OF2

TERMINAL 'F' - SECOND FLOOR

CODE:	SPACE CLASS	SQ. FT.
	DUTY FREE CONCESSION	4,572

MIAMI DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

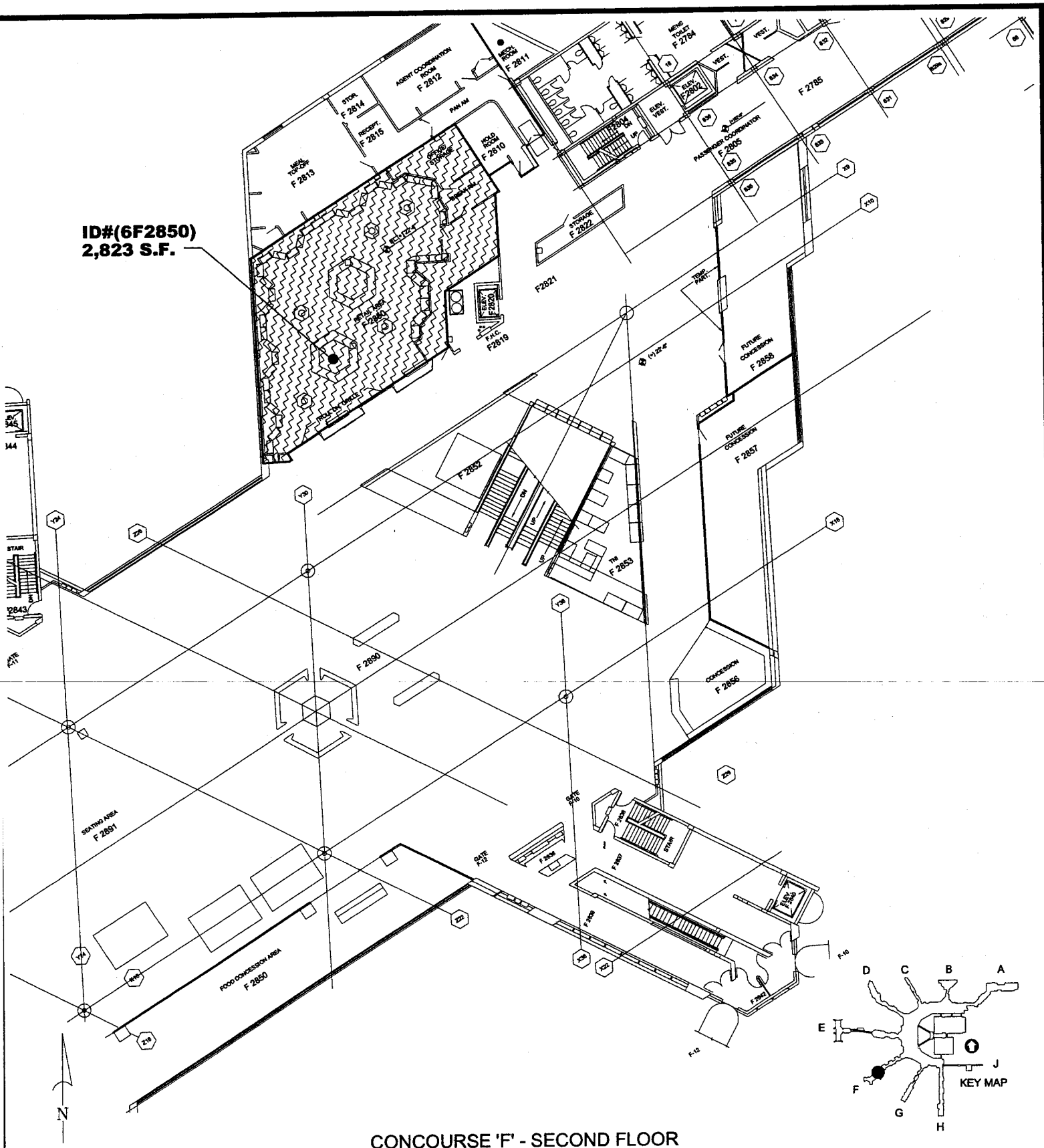
EXHIBIT A

PROPOSED DUTY FREE

RFP

SCALE: 1/32"=1'-0"	EFS #: E2-DF03	DATE: 9-15-04

149



CONCOURSE 'F' - SECOND FLOOR

CODE:	SPACE CLASS	SQ. FT.
	DUTY FREE	2,823
	CONCESSION	

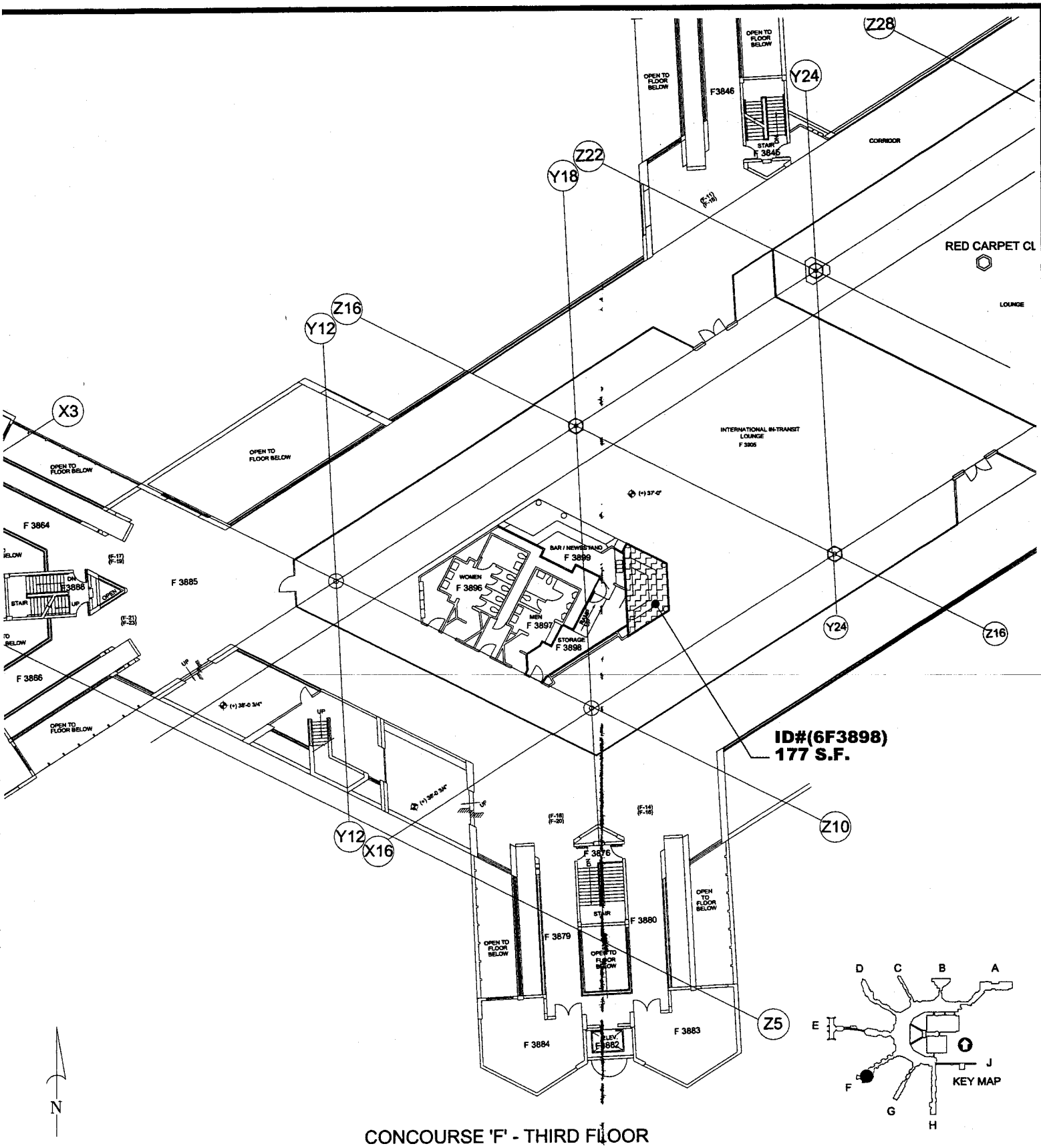
MIAMI DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

EXHIBIT A

200

PROPOSED DUTY FREE
RFP

SCALE: 1/32"=1'-0" | FFS#: F2 DF02 | DATE: 9-15-04



CONCOURSE 'F' - THIRD FLOOR

CODE:	SPACE CLASS	SQ. FT.
	DUTY FREE CONCESSION	177

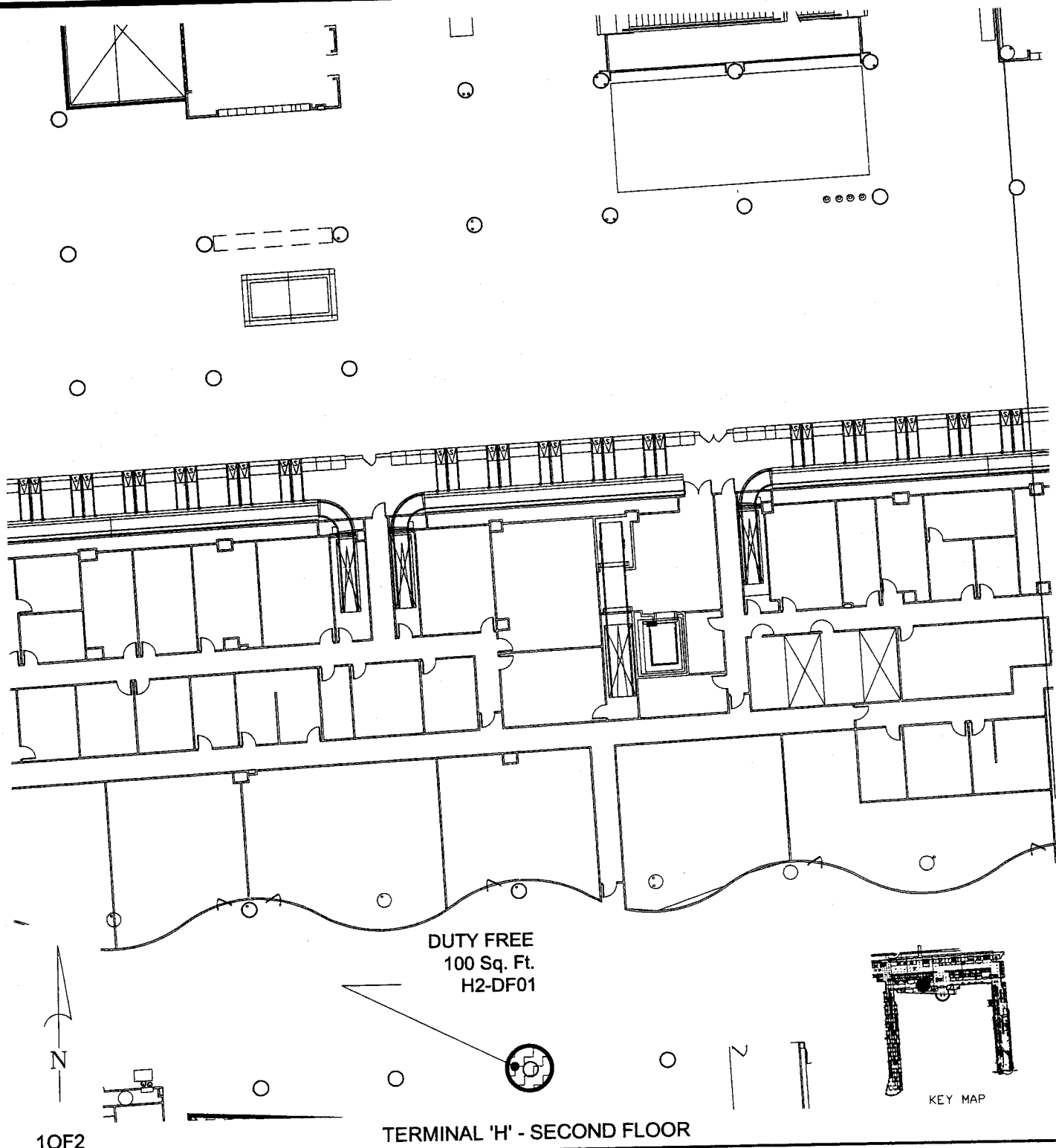
MIAMI DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

EXHIBIT A

PROPOSED DUTY FREE
RFP

201

SCALE: 1/32"=1'-0" | FES#: F3 DF01 | DATE: 9-15-04



1OF2

TERMINAL 'H' - SECOND FLOOR

CODE:	SPACE CLASS	SQ. FT.
	DUTY FREE CONCESSION	100

MIAMI DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

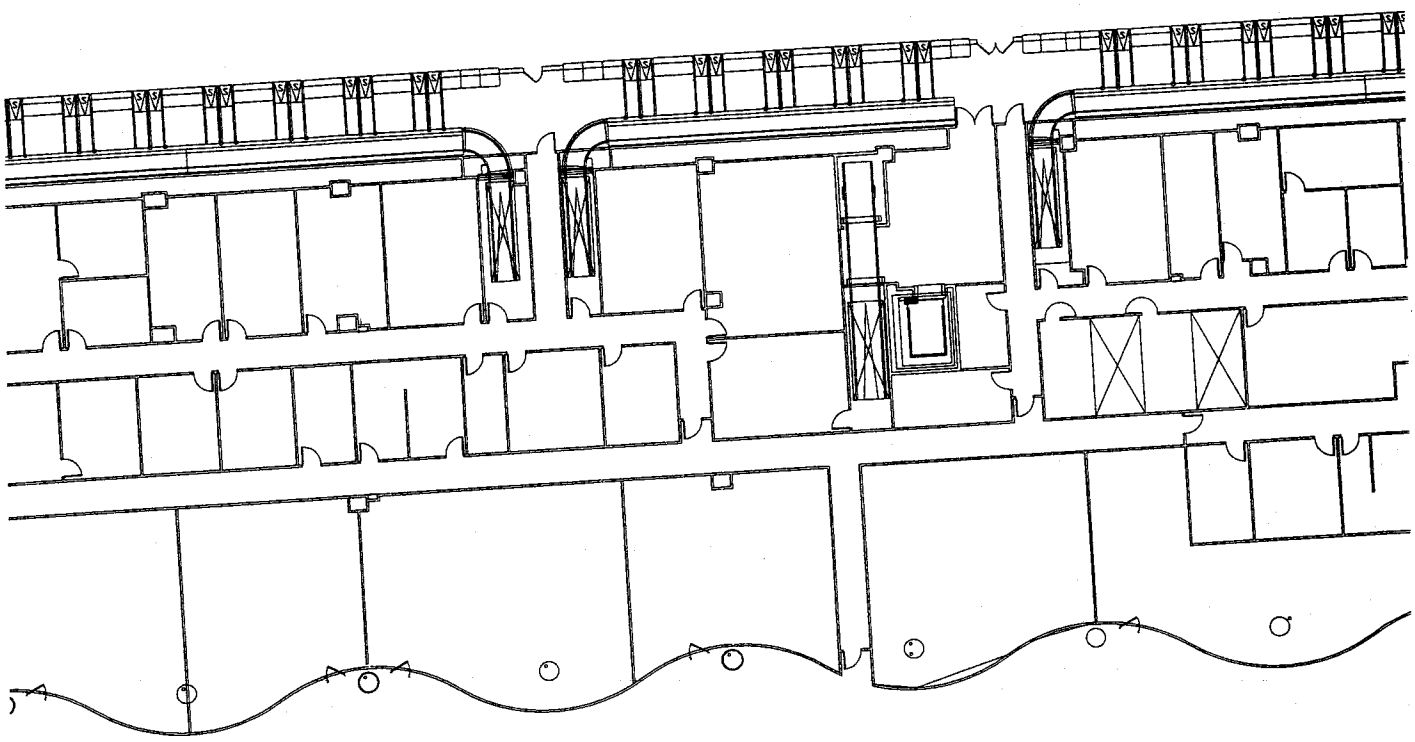
EXHIBIT A

PROPOSED DUTY FREE

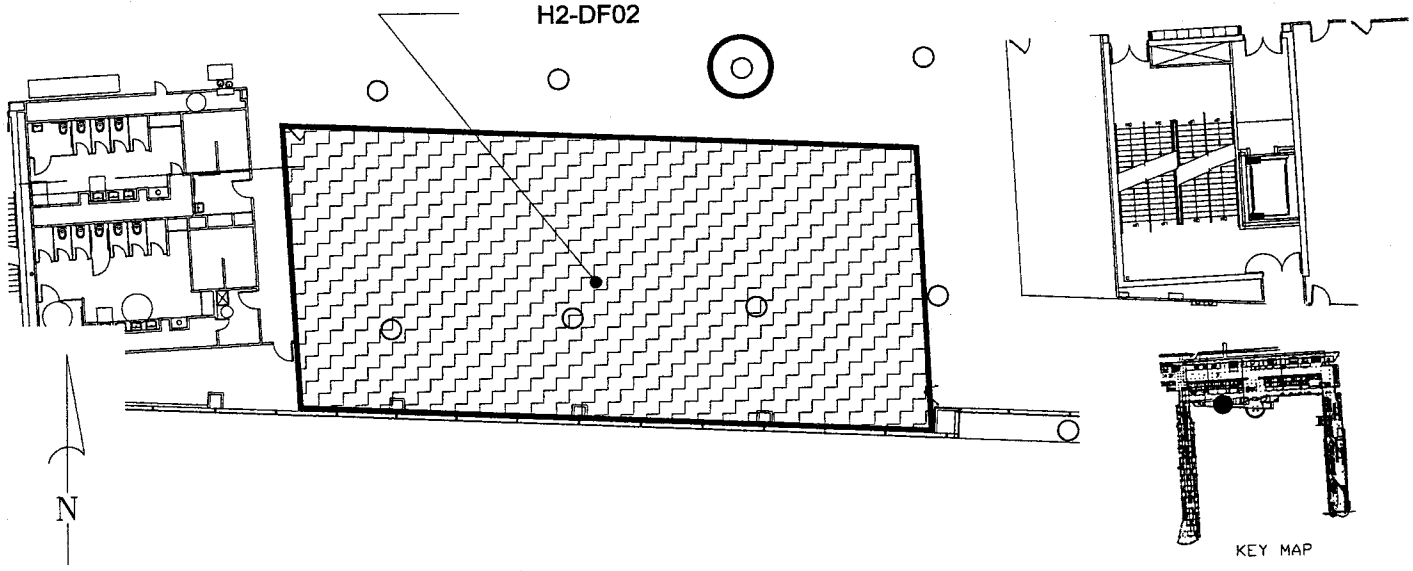
RFP

202

SCALE: 1/32"=1'-0"	EFS #: H2-DF01	DATE: 9-15-04



DUTY FREE
4,902 Sq. Ft.
H2-DF02



1OF2

TERMINAL 'H' - SECOND FLOOR

CODE:	SPACE CLASS	SQ. FT.
	DUTY FREE CONCESSION	4,902

MIAMI DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

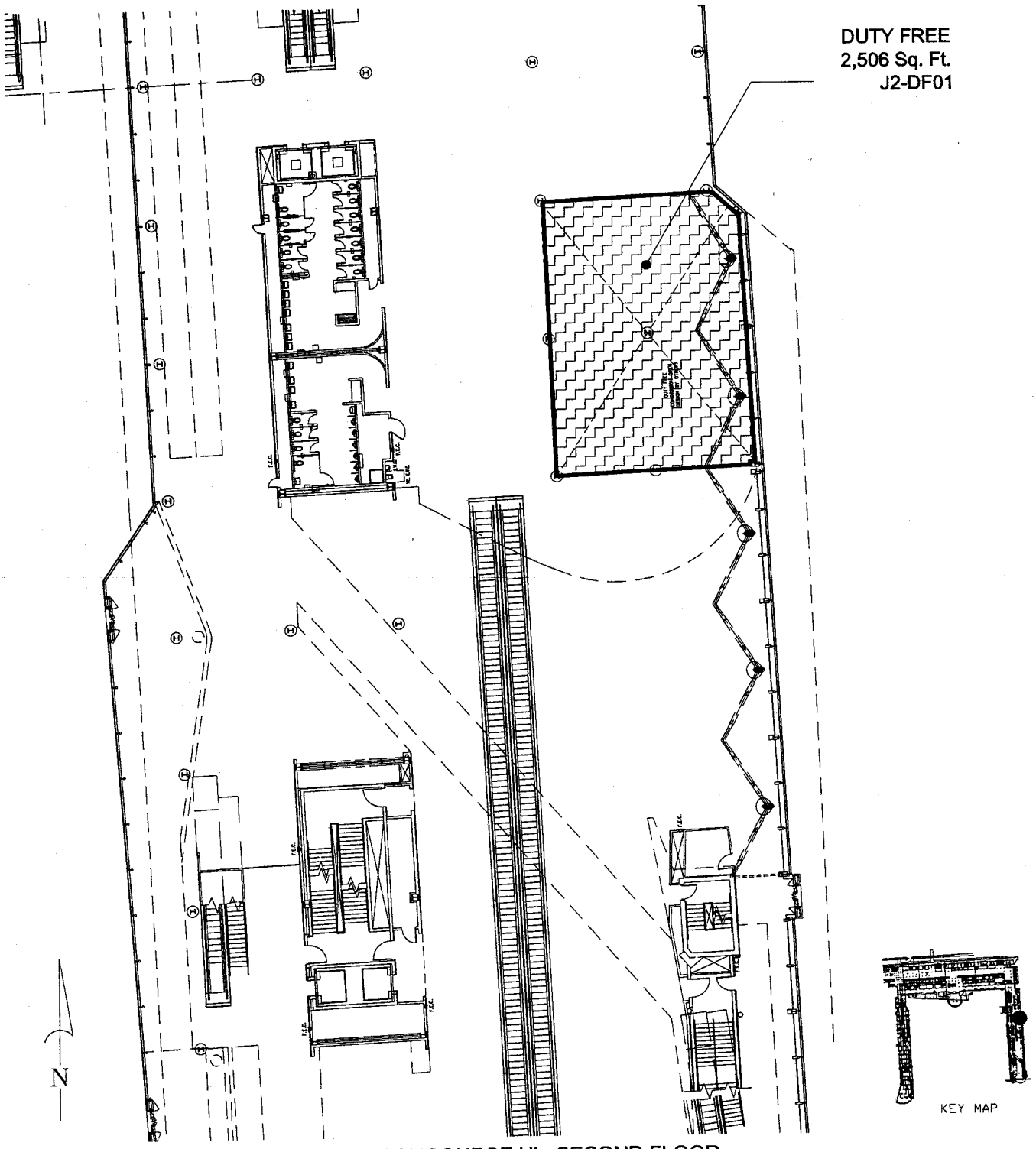
EXHIBIT A

PROPOSED DUTY FREE

RFP

203

SCALE: 1/32"=1'-0"	EFS #: H2-DF02	DATE: 9-15-04



1OF2

CONCOURSE 'J' - SECOND FLOOR

CODE:	SPACE CLASS	SQ. FT.
	DUTY FREE CONCESSION	2,506

MIAMI DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

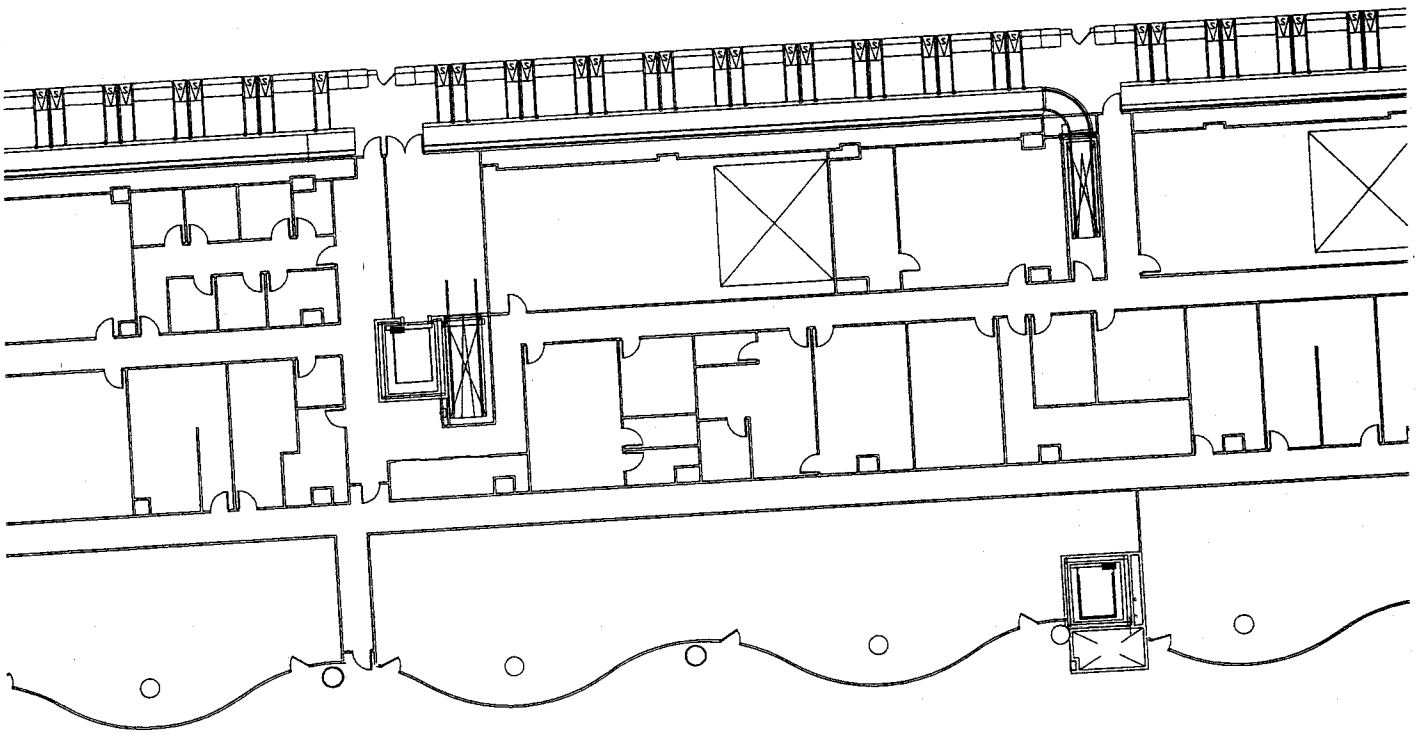
EXHIBIT A

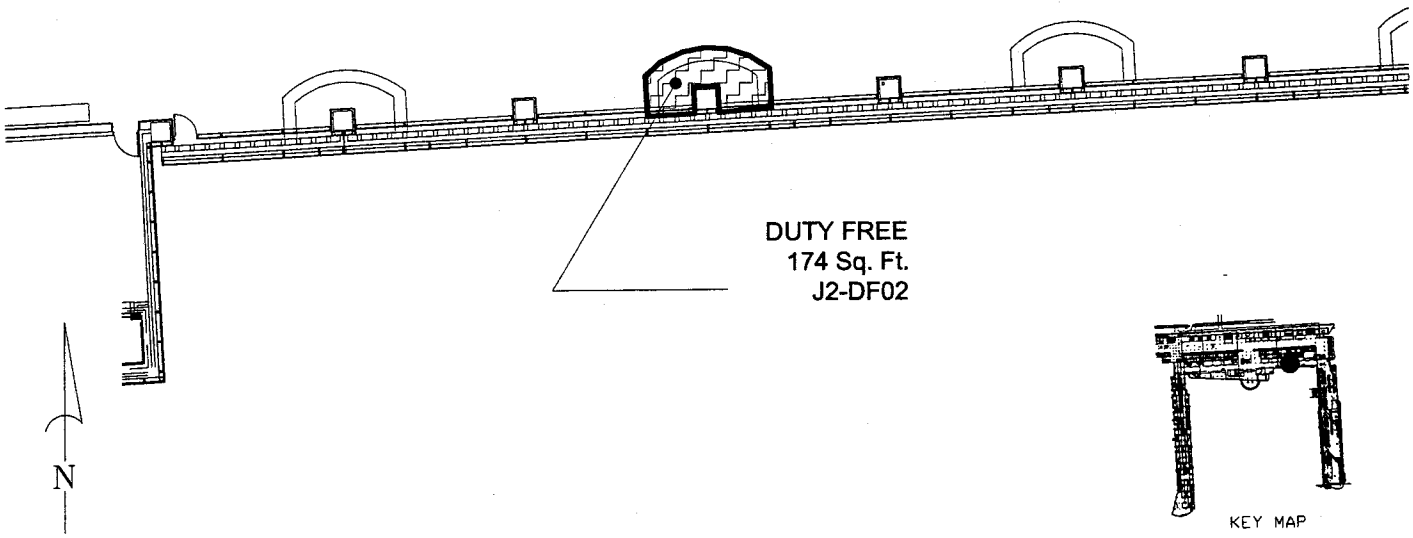
PROPOSED DUTY FREE

RFP

204

SCALE: 1/32"=1'-0"	EFS #: J2-DF01	DATE: 9-15-04





1OF2

TERMINAL 'J' - SECOND FLOOR

CODE:	SPACE CLASS	SQ. FT.
	DUTY FREE CONCESSION	174

MIAMI DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

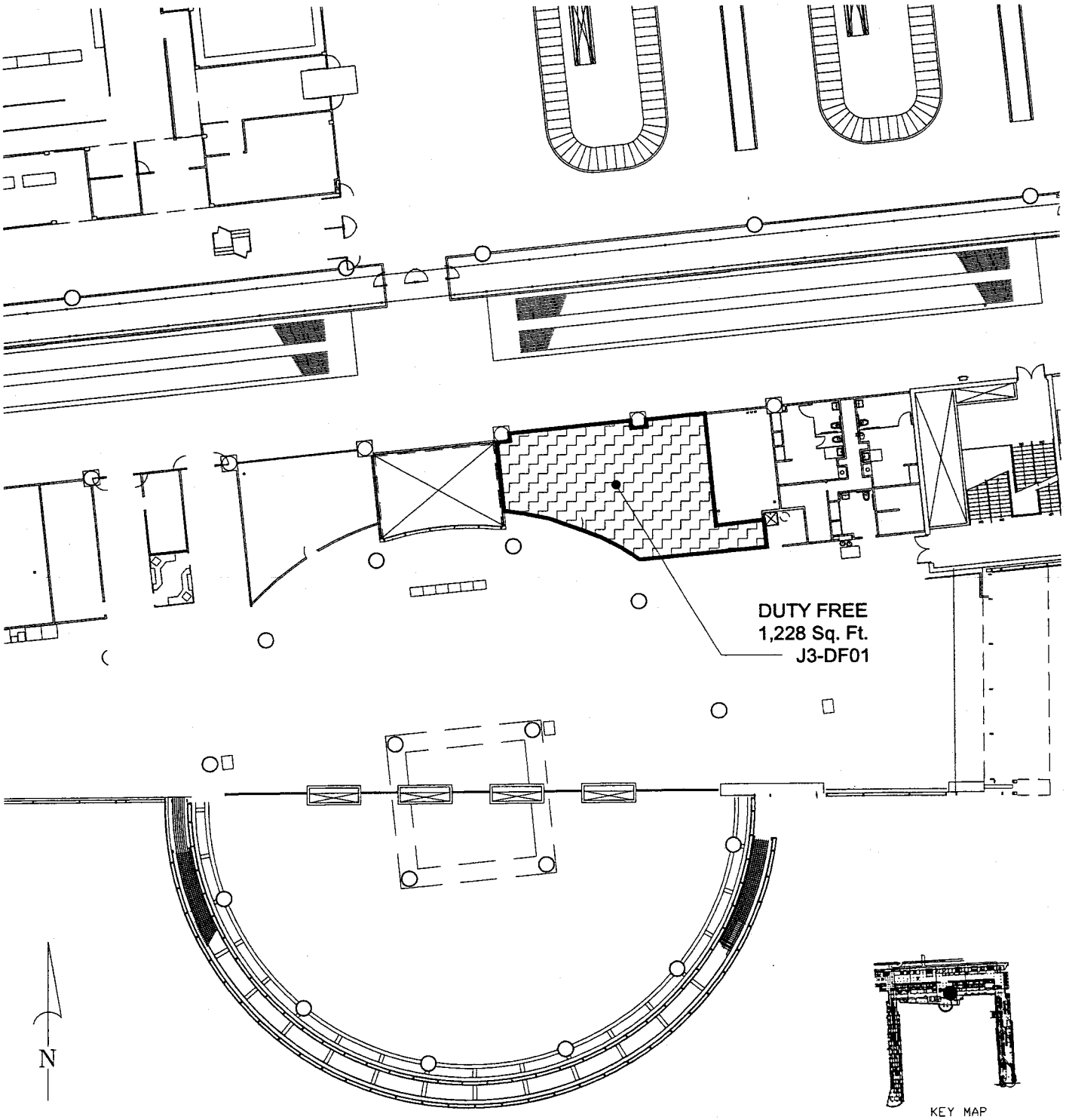
EXHIBIT A

PROPOSED DUTY FREE

RFP

205

SCALE: 1/32"=1'-0"	EFS #: J2-DF02	DATE: 9-15-04



TERMINAL 'J' - THIRD FLOOR

CODE:	SPACE CLASS	SQ. FT.
	DUTY FREE CONCESSION	1,228

MIAMI DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

EXHIBIT A

PROPOSED DUTY FREE

RFP

206

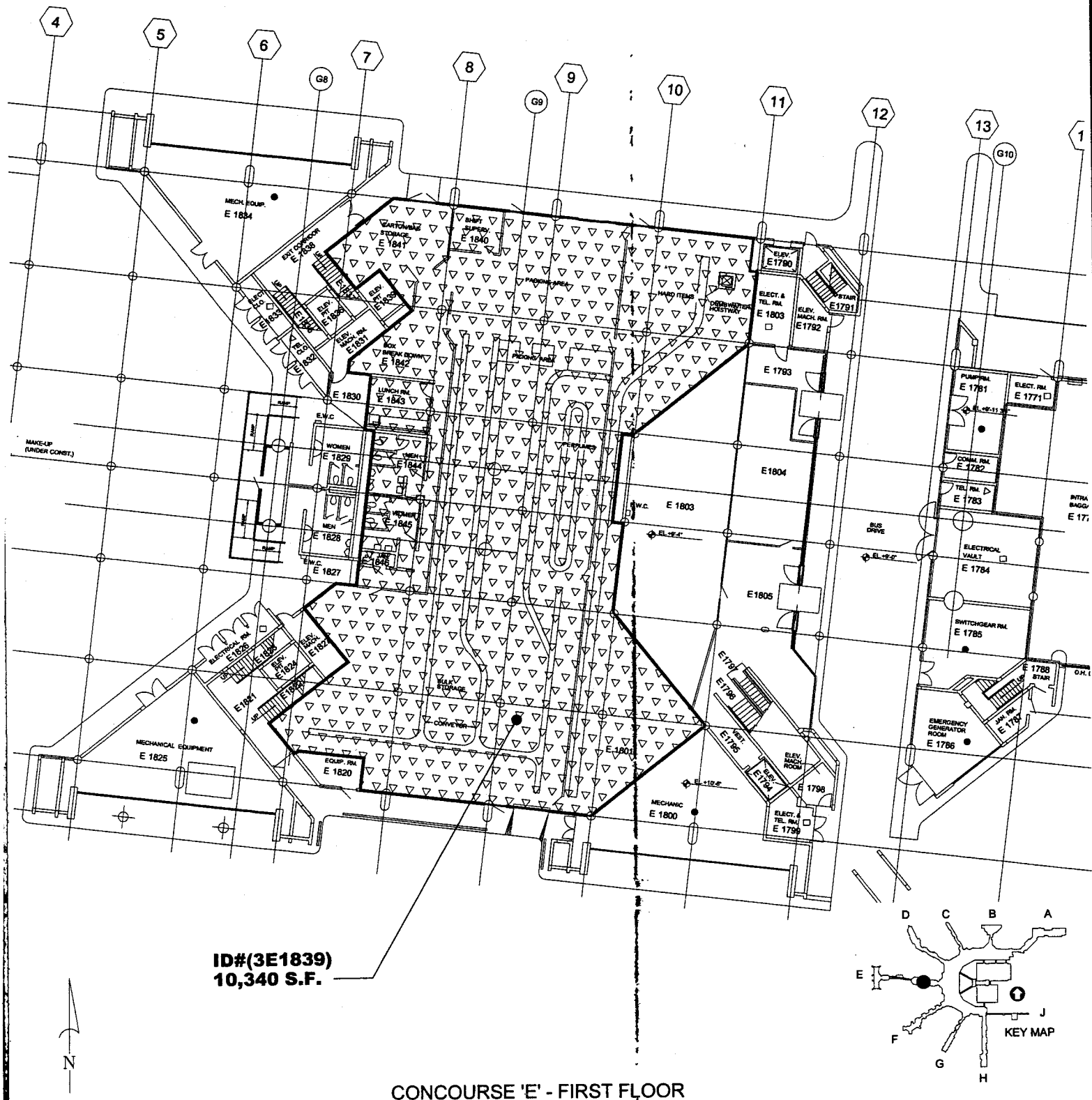
SCALE: 1/32"=1'-0"	EFS #: J3-DF01	DATE: 9-15-04

EXHIBIT A-1

Miami International Airport
Duty and Tax Free Support Locations

Location	ID Reference	SF	Type
Conc E	ID3E1839	10,340	Warehouse
Conc E	ID3E1775	1,922	Warehouse
Conc A	ID6AA11236	4,447	Warehouse
Conc C	ID3C1759	2,552	Storage
Conc E	ID6E3870	5,868	Office
	Total	25,129	

These locations are available for rent.



CONCOURSE 'E' - FIRST FLOOR

CODE:	SPACE CLASS	SQ. FT.
	DUTY FREE WAREHOUSE	10,340

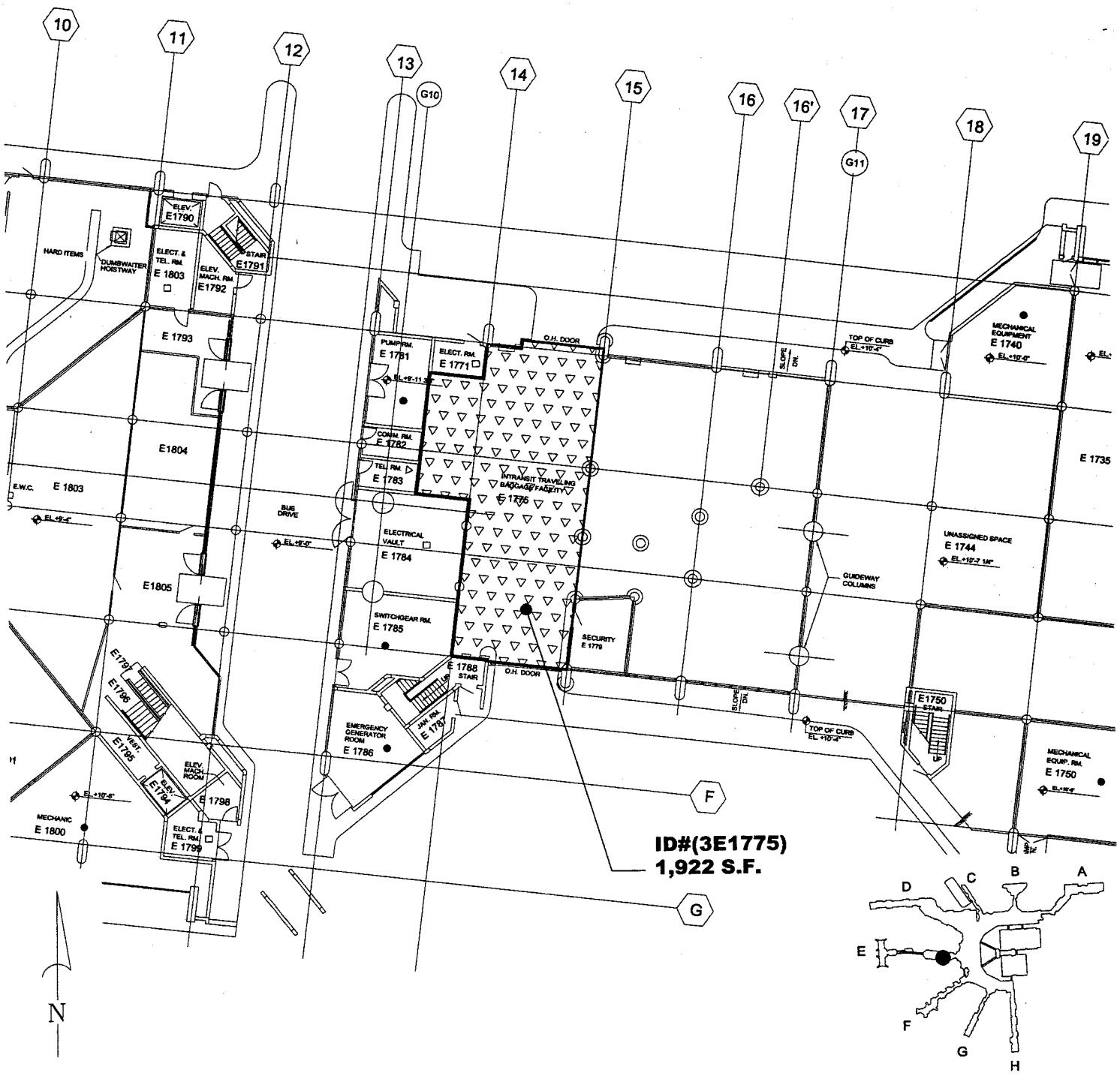
MIAMI DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

EXHIBIT A-1

208

PROPOSED DUTY FREE
RFP

SCALE: 1/32"=1'-0" | FFS#: E1-DF01 | DATE: 9-15--04



CONCOURSE 'E' - FIRST FLOOR

KEY MAP

CODE:	SPACE CLASS	SQ. FT.
	WAREHOUSE	1,922

MIAMI DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

EXHIBIT A-1

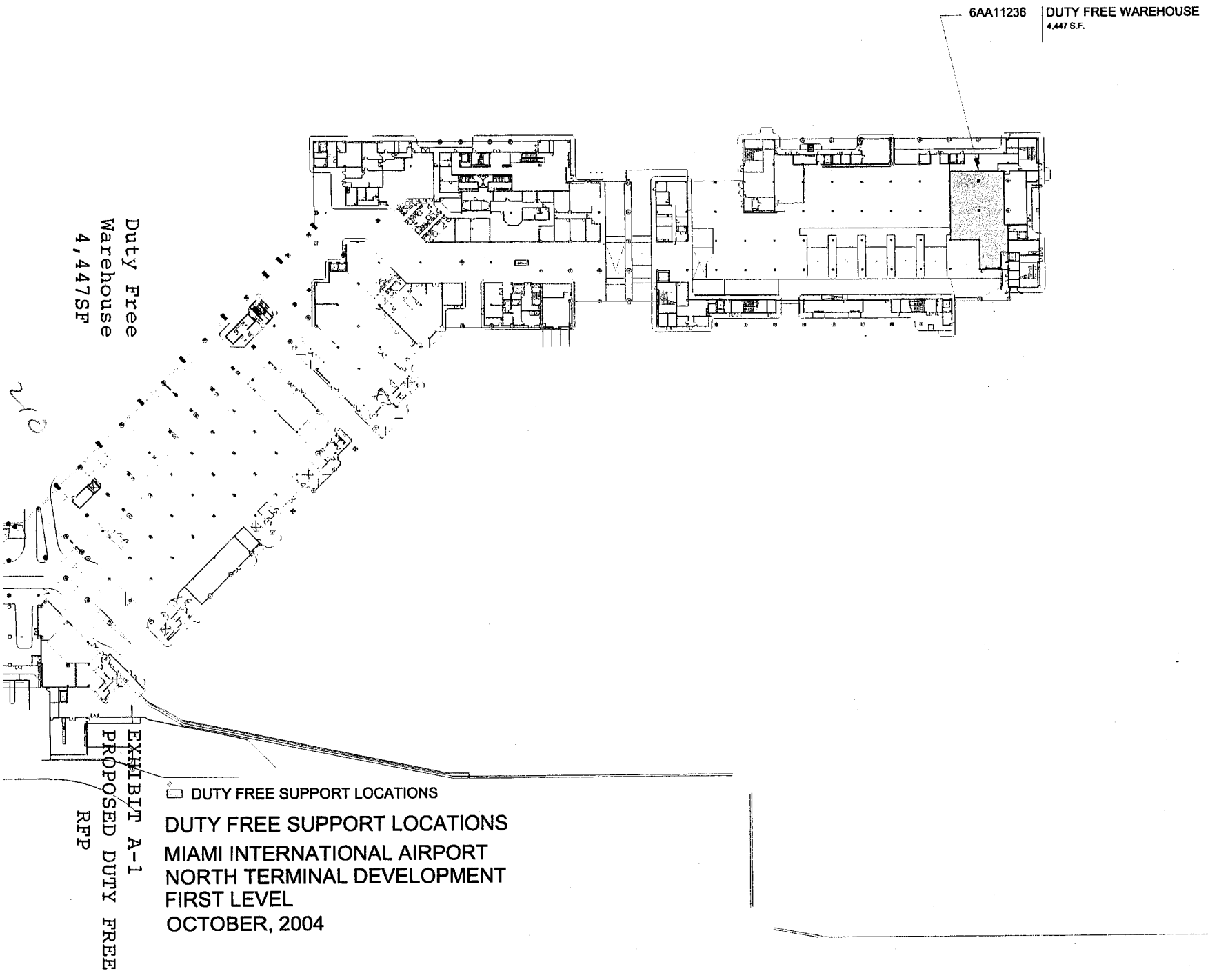
PROPOSED DUTY FREE

RFP

209

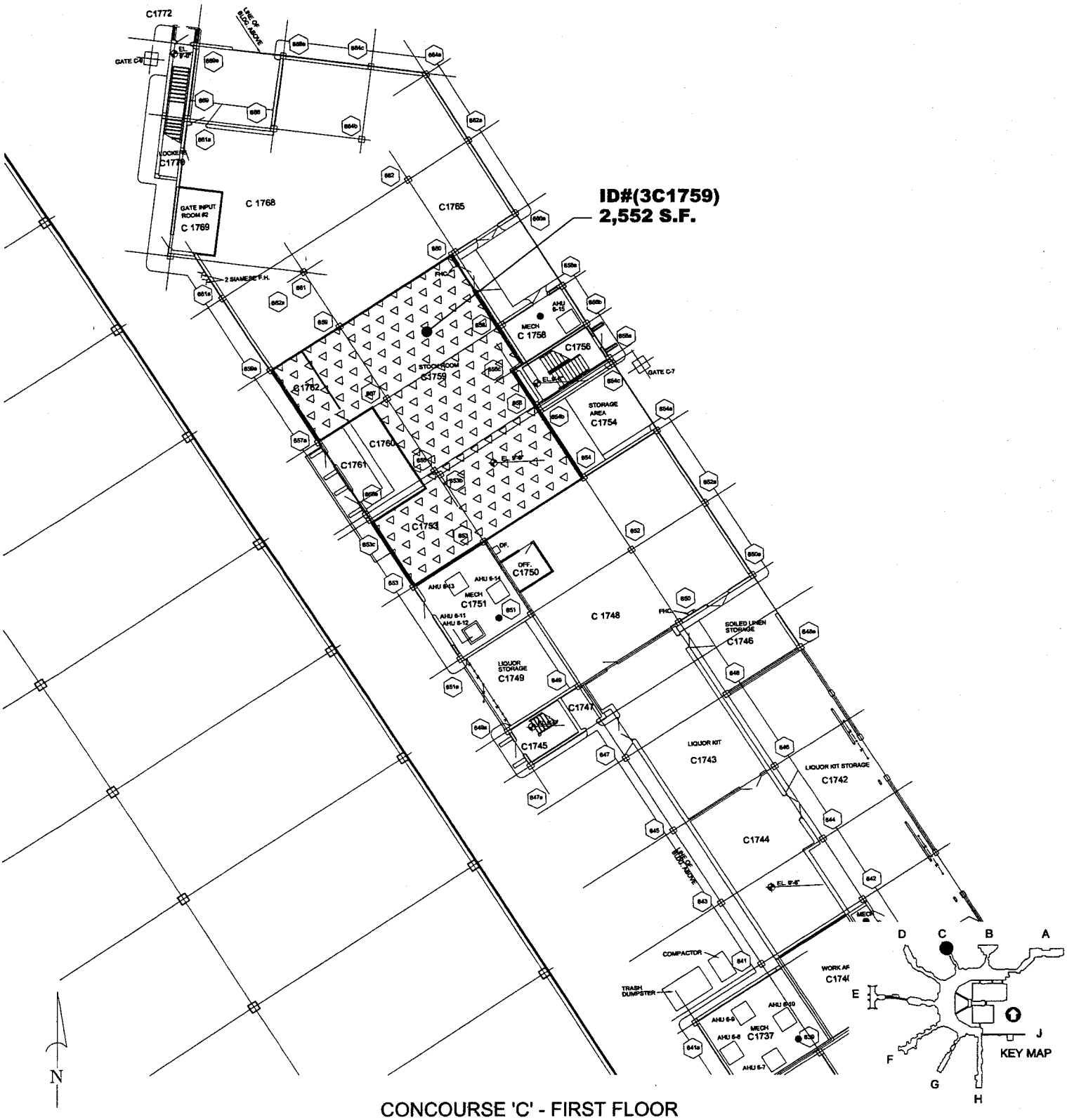
SCALE: 1/32" = 1'-0" | FFS #: E1-DF02 | DATE: 9-15--04

CONCESSIONS
ZONE "A"



DUTY FREE SUPPORT LOCATIONS
MIAMI INTERNATIONAL AIRPORT
NORTH TERMINAL DEVELOPMENT
FIRST LEVEL
OCTOBER, 2004

MDA
TECHNICAL SUPPORT DIVISION



CONCOURSE 'C' - FIRST FLOOR

CODE:	SPACE CLASS	SQ. FT.
	DUTY FREE STORAGE	2,552

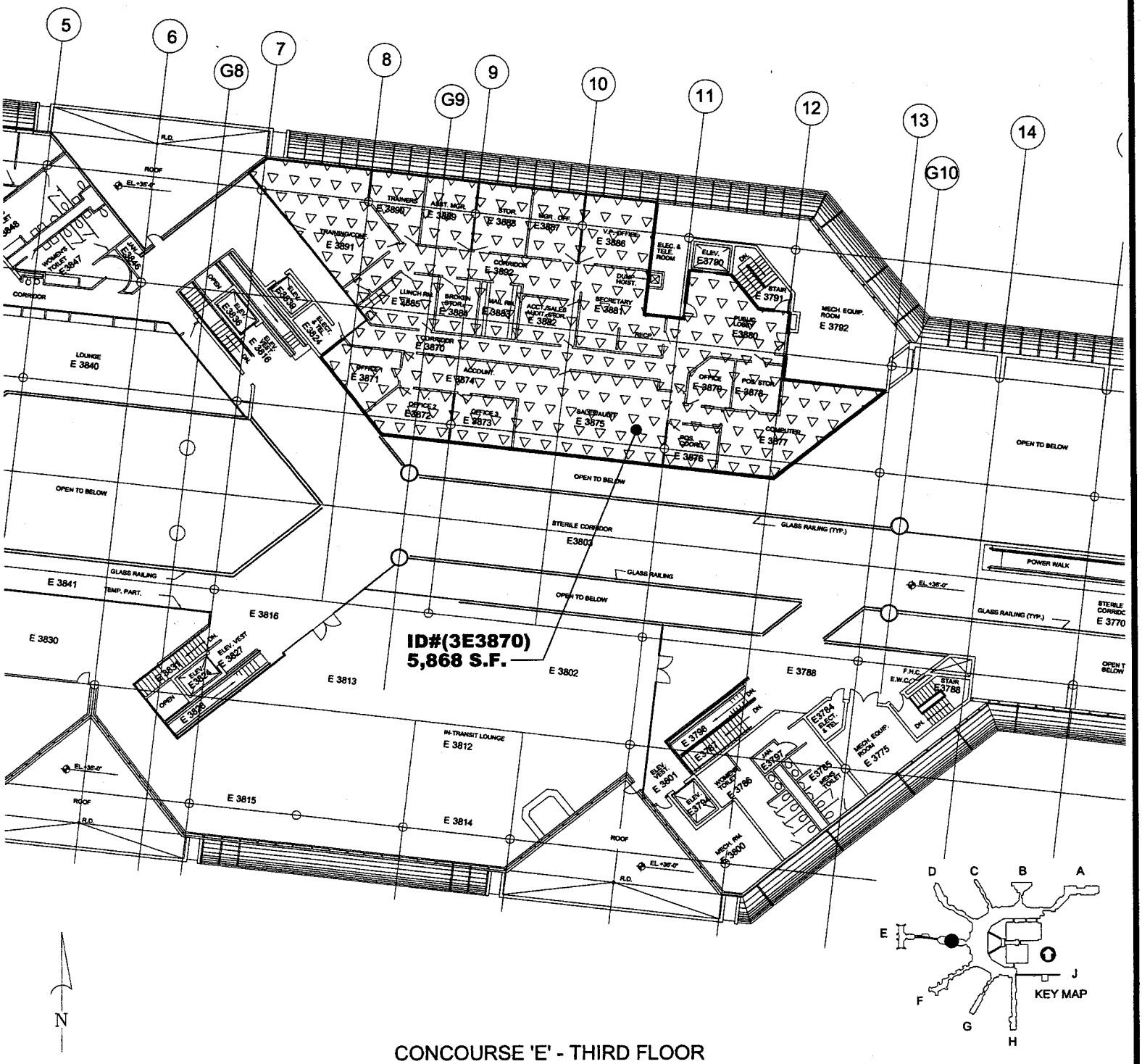
MIAMI DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

EXHIBIT A-1

PROPOSED DUTY FREE
RFP

211

SCALE: 1/32"=1'-0" | EFS#: C1-DF01 | DATE: 9-15--04



CONCOURSE 'E' - THIRD FLOOR

CODE:	SPACE CLASS	SQ. FT.
	DUTY FREE OFFICE	5,868

MIAMI DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

EXHIBIT A-1

PROPOSED DUTY FREE
RFP

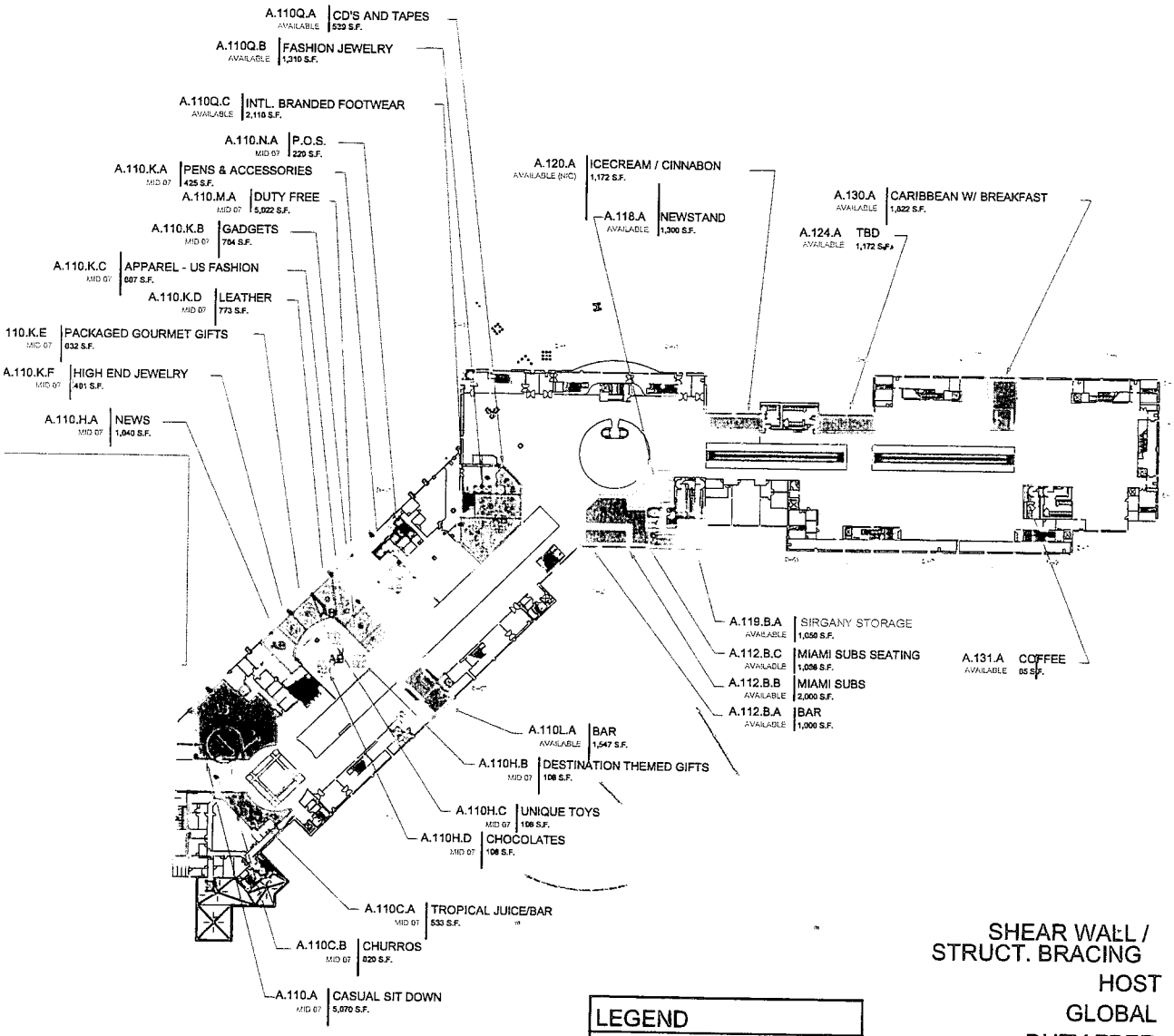
212

SCALE: 1/32"=1'-0" | EFS#: E3-DF01 | DATE: 9-15--04

Exhibit A-2

North and South Terminal Maps, and Overview of Terminal Building Map 2007

CONCESSIONS
ZONE "A"



LEGEND
"DX" : D EXTENSION FINISH OUT
"CD" : C-D INFILL FINISH OUT
"BC" : B-C INFILL FINISH OUT
"AB" : A-B INFILL FINISH OUT
"D" : D REMODEL FINISH OUT
"DC" : D CONNECTOR FINISH OUT
"RC" : REGIONAL COMMUTER FINISH OUT
"TWI" : TERMINAL WIDE IMPROVEMENTS

SHEAR WALL / STRUCT. BRACING
HOST
GLOBAL
DUTY FREE
NEWSTAND
FOOD & BEVERAGE
SPECIALTY RETAIL
SERVICES
STORAGE
TBD

LEGEND
"DX" : D EXTENSION FINISH OUT
"CD" : C-D INFILL FINISH OUT
"BC" : B-C INFILL FINISH OUT
"AB" : A-B INFILL FINISH OUT
"D" : D REMODEL FINISH OUT
"DC" : D CONNECTOR FINISH OUT
"RC" : REGIONAL COMMUTER FINISH OUT
"TWI" : TERMINAL WIDE IMPROVEMENTS

SHEAR WALL / STRUCT. BRACING
HOST
GLOBAL
DUTY FREE
NEWSTAND
FOOD & BEVERAGE
SPECIALTY RETAIL
SERVICES
STORAGE
TBD

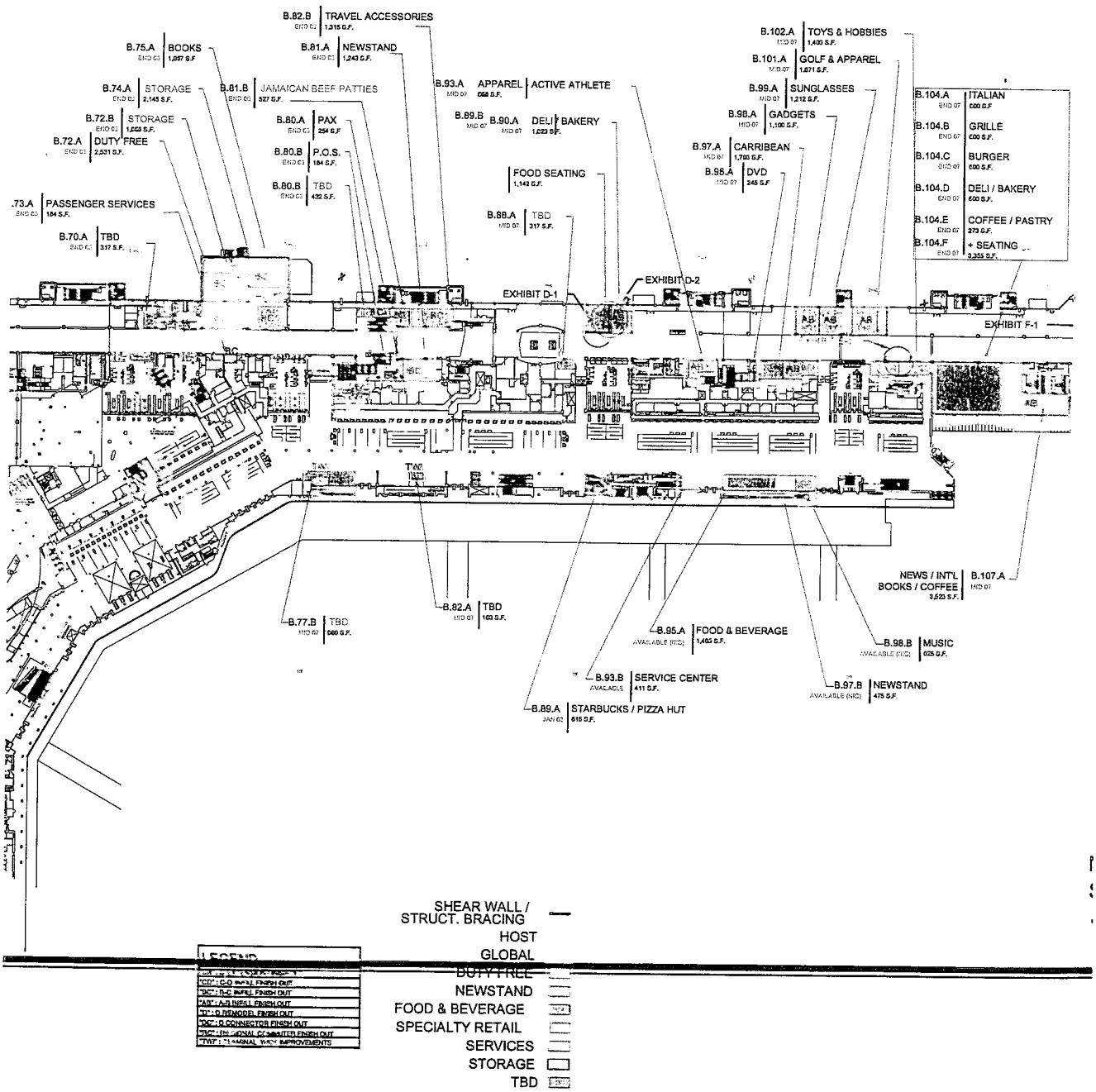
NORTH TERMINAL DEVELOPMENT
SECOND LEVEL

PROJECT FILE: NorthTerminalConcession
DATE: 06-21-04

MDA
TECHNICAL SUPPORT DIVISION

214

CONCESSIONS
ZONE "B"

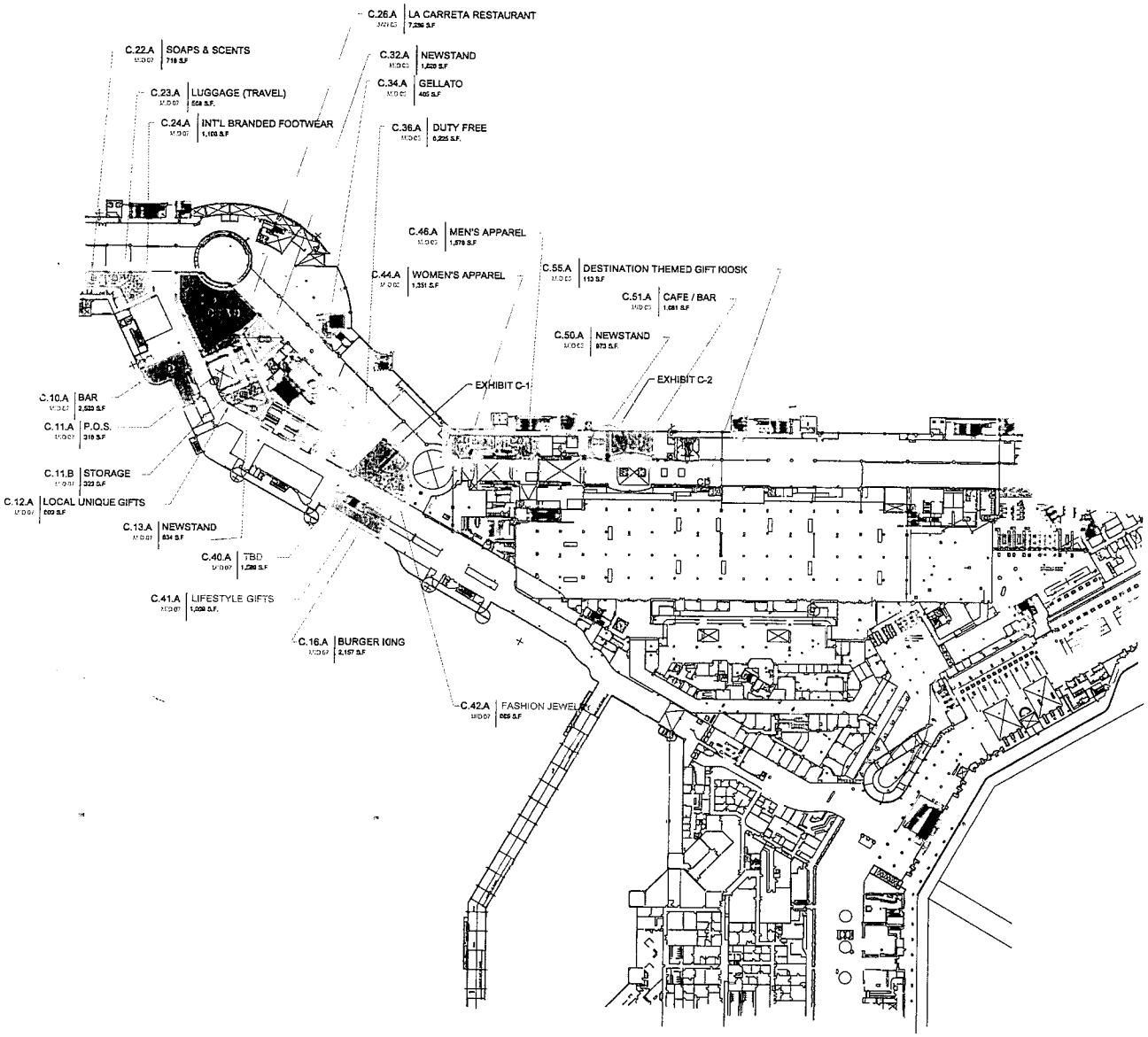


PROJECT FILE: NorthTerminalConcession
DATE: 08-21-04

TECHNICAL SUPPORT DIVISION

215

CONCESSIONS
ZONE "C"



LEGEND
"DX" : D EXTENSION FINISH OUT
"CD" : C-D INFILL FINISH OUT
"BC" : B-C INFILL FINISH OUT
"AB" : A-B INFILL FINISH OUT
"D" : D PLUMBING FINISH OUT
"DC" : D CONNECTOR FINISH OUT
"BC" : B LOCAL COMMUTER FINISH OUT
"TWI" : TERMINAL WIDE IMPROVEMENTS

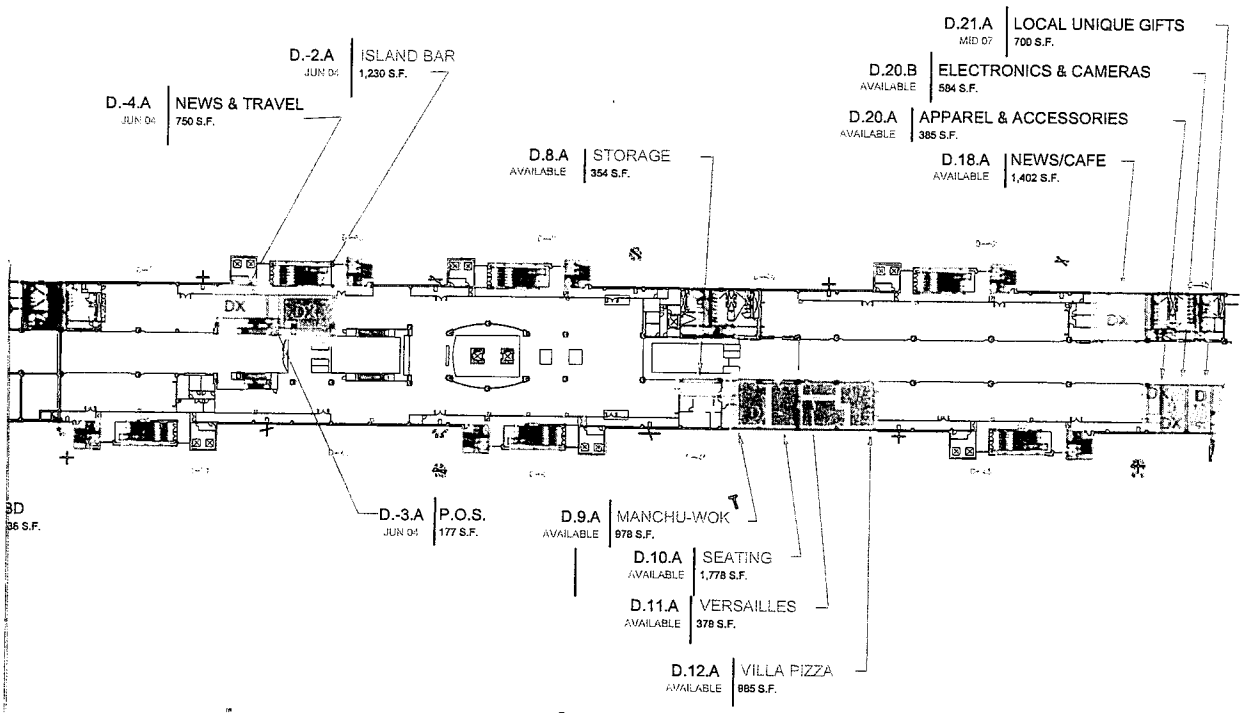
SHEAR WALL / STRUCT. BRACING
HOST
GLOBAL
DUTY FREE
NEWSTAND
FOOD & BEVERAGE
SPECIALTY RETAIL
SERVICES
STORAGE
TBD

216

PROJECT FILE: NorthTerminalConcession
DATE: 08-21-04

MTA
TECHNICAL SUPPORT DIVISION

CONCESSIONS
ZONE "D"



LEGEND
"DX" : D EXTENSION FINISH OUT
"CD" : C-D INFILL FINISH OUT
"BC" : B-C INFILL FINISH OUT
"AB" : A-B INFILL FINISH OUT
"D" : D REMODEL FINISH OUT
"DC" : D CONNECTOR FINISH OUT
"RC" : REGIONAL COMMUTER FINISH OUT
"TWI" : TERMINAL WIDE IMPROVEMENTS

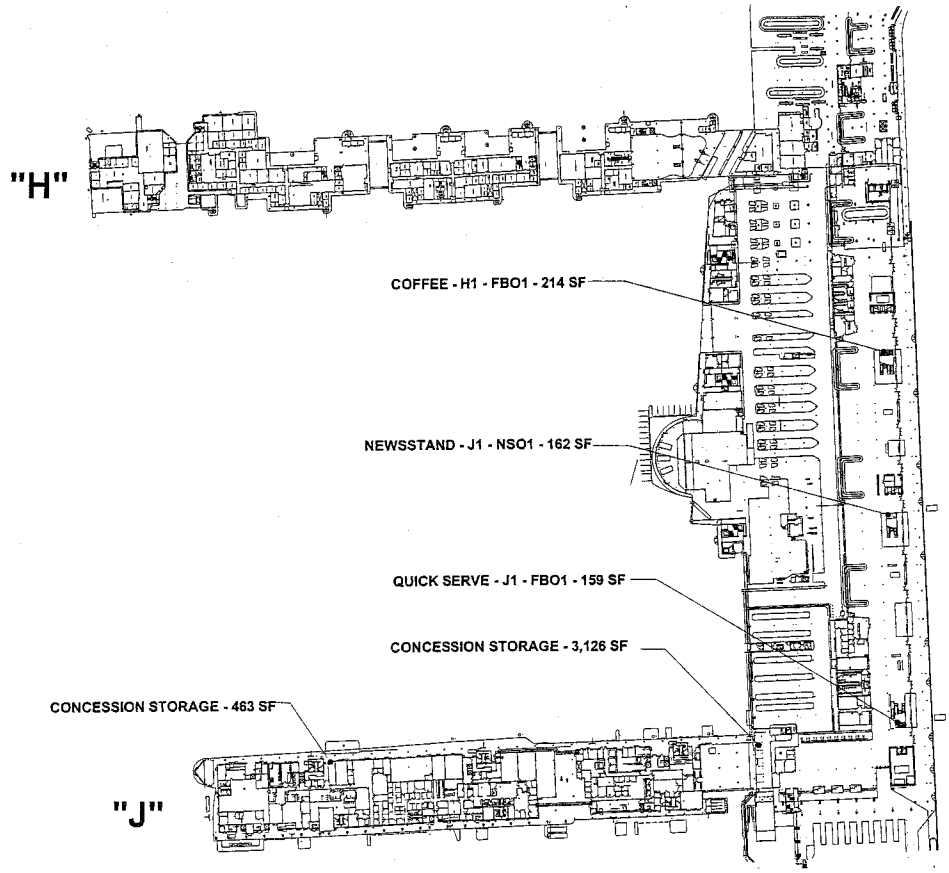
SHEAR WALL / STRUCT. BRACING

HOST GLOBAL
- DUTY FREE
- NEWSTAND
- FOOD & BEVERAGE
- SPECIALTY RETAIL
- SERVICES
- STORAGE
- TBD

217

PROJECT FILE: NorthTerminalConcession
DATE: 08-21-04

TECHNICAL SUPPORT DIVISION



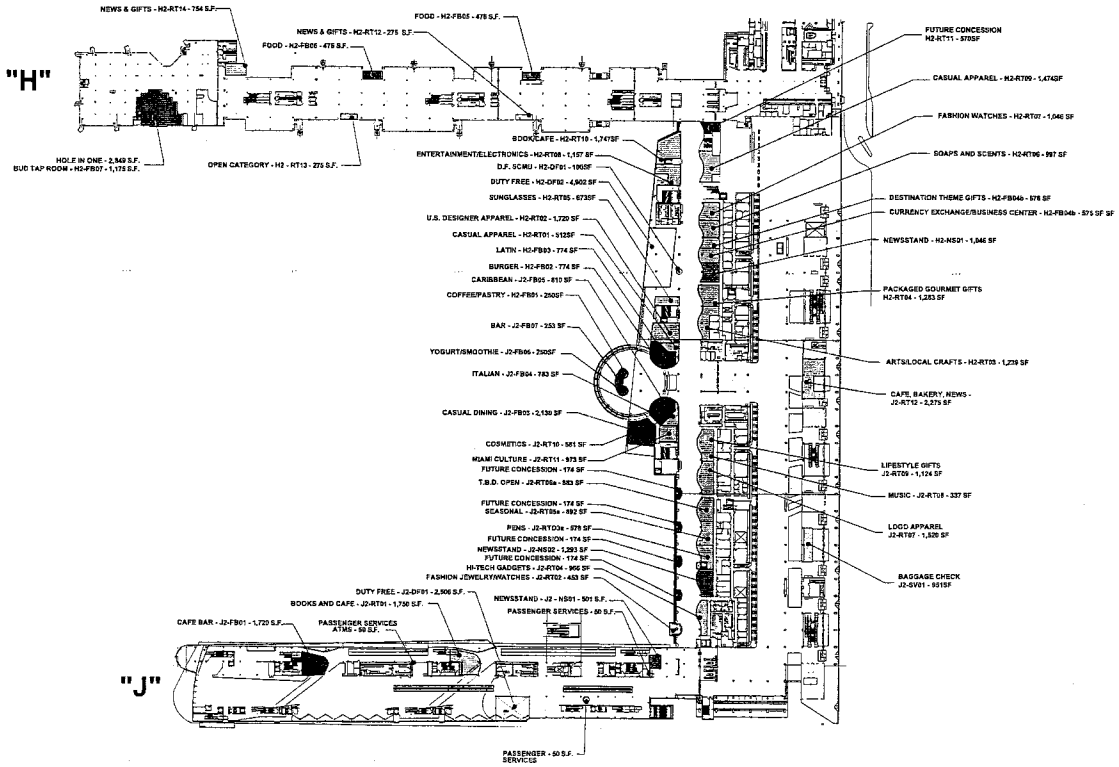
LEGEND

- FOOD/BEVERAGE
- SPECIALTY RETAIL
- NEWS
- DUTY FREE
- STORAGE
- PASSENGER SERVICES

MIAMI INTERNATIONAL AIRPORT
SOUTH TERMINAL
SPECIALTY RETAIL
FIRST LEVEL
JULY, 2004

MIA
TECHNICAL SUPPORT DIVISION

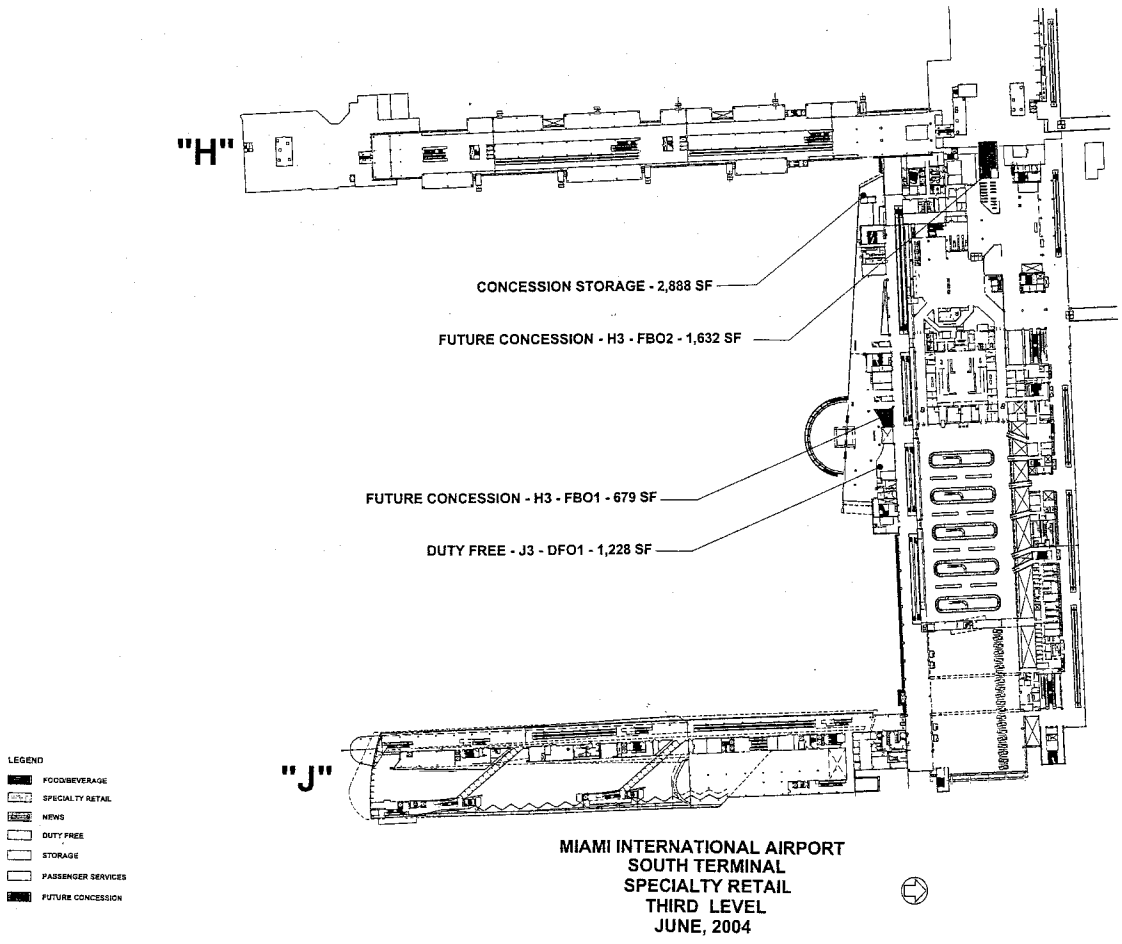
PROJECT FILE: Retail_STD_FirstFloor
DATE: 07-15-04



MIAMI INTERNATIONAL AIRPORT
SOUTH TERMINAL CONCESSIONS
SECOND LEVEL
JUNE, 2004

PROJECT FILE: Retail_STD_May03_03
DATE: 05-06-04

TECHNICAL SUPPORT DIVISION



MIAMI INTERNATIONAL AIRPORT
SOUTH TERMINAL
SPECIALTY RETAIL
THIRD LEVEL
JUNE, 2004

PROJECT FILE: Retail_STD_3rdFloor
DATE: 06-21-04

TECHNICAL SUPPORT DIVISION

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EXHIBIT B

SURETY PERFORMANCE AND PAYMENT BOND

By this Bond, We, [CONCESSIONAIRE], as Principal, whose principal business address is [INSERT ADDRESS], as Concessionaire under the contract dated , 200 , between Principal and Miami-Dade County for the development of the [IMPROVEMENTS] (hereinafter referred to as "Lease and Concession Agreement") the terms of which Lease and Concession Agreement are incorporated by reference in its entirety into this Bond, and We, _____,as Co-Principal, whose principal business address is _____, as Contractor under the contract dated , 200 , between Co-Principal and [CONCESSIONAIRE], for the construction of the [IMPROVEMENTS](hereinafter referred to as "Construction Contract") the terms of which Construction Contract are incorporated by reference in its entirety into this Bond and _____, a corporation, whose principal business address is _____ as Surety, are bound to Miami-Dade County (hereinafter referred to as "County") in the sum of _____ (U.S. dollars) $_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal or Co-Principal:

1 . Performs all the work under the Construction Contract, including but not limited to guarantees, warranties and the curing of latent defects, said Construction Contract being made a part of this bond by reference, and in the times and in the manner prescribed in the Construction Contract, including any and all damages for delay; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(l), Florida Statutes, supplying Principal or Co-Principal with labor, materials, or supplies, used directly or indirectly by Principal or Co-Principal in the prosecution of the work provided for in the Construction Contract; and

3. Pays County all losses, damages, including damages for delay, expenses, costs and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal or Co-Principal under the Construction Contract, including but not limited to a failure to honor all guarantees and warranties or to cure latent defects in its work or materials within 5 years after completion of the work under the Construction Contract; and

4. Performs the guarantee of all work and materials furnished under the Construction Contract for the time specified in the Construction Contract, including all warranties and curing all latent defects within 5 years after completion of the work under the Construction Contract; then this bond is void; otherwise it remains in full force.

If no specific periods of warranty are stated in the Construction Contract for any particular item or work, material or equipment, the warranty shall be deemed to be a period of one (1) year from the date of final acceptance by the County. This Bond does not limit the County's ability to pursue suits directly with the Principal or Co-Principal seeking damages for latent defects in

SURETY PERFORMANCE AND PAYMENT BOND (Cont'd)

materials or workmanship, such actions being subject to the limitations found in Section 95.11, Florida Statutes.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Construction Contract or the changes does not affect Surety's obligation under this Bond.

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the _____ day of _____, 20 __.

CONCESSIONAIRE

_____

[CONCESSIONAIRE]

BY:

_____

_____

(President) (Managing Partner or Joint Venturer)

CONTRACTOR

_____

_____ (Contractor Name)

BY:

_____

_____

(President) (Managing Partner or Joint Venturer)

(SEAL)

SURETY PERFORMANCE AND PAYMENT BOND (Cont'd)

COUNTERSIGNED BY RESIDENT
FLORIDA AGENT OF SURETY:

_____

_____
(Copy of Agent's current
Identification Card as issued by
State of Florida Insurance Commissioner must be attached)

SURETY:

_____

By: _____

Attorney-in-Fact

(CORPORATE SEAL)

(Power of Attorney must be attached)

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Exhibit 'C'

(Not Used)

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Bond No._____

PERFORMANCE BOND FOR MAG AND RENT REQUIREMENTS
EXHIBIT D

KNOW ALL MEN BY THESE PRESENTS, that we, _____ _____ as Principal, and _____ licensed to do business in the State of Florida as Surety, are held and firmly bound unto Miami-Dade County (Obligee), in the penal sum of _____ _____, $_____(words and figures) of the Minimum Annual Guarantee as required in Section 3.01 of the Lease and Concession Agreement entitled "Minimum Annual Guarantee" and Annual Rent, for the payment of which sum well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas by Concession Agreement dated _____, Obligee has granted unto said Principal the right to operate an _____ at Miami International Airport and more fully described in said Lease and Concession Agreement for a term as set forth in said Agreement, a copy of which is attached, which Agreement is made a part hereof and incorporated herein by reference.

NOW, THEREFORE, if Principal, its executors, administrators, successors and assigns shall promptly and faithfully perform the Lease and Concession Agreement, according to the terms, stipulations of conditions thereof, then this obligation shall become, null and void; otherwise to remain in full force and effect.

Provided, however, this bond shall be in full force and effect for the term commencing _____ and ending _____but may be renewed annually thereafter by the principal with written consent of the Surety by issuing a Continuation Certificate no later than thirty (30) days prior to the renewal date.

Provided further, however, that regardless of the number of years this bond may be in force, the aggregate liability of the Surety shall not be cumulative and is limited to the stated penal sum.

Provided further, however, that in the event the bond is not renewed, the liability of the Surety shall be limited to the actual damages sustained by the Obligee due to lack of performance of the Principal during the effective term of the bond. The Surety shall not be held liable for any contract period beyond which it consents to in writing, as defined in the Lease and Concession Agreement in Section 3.01 "Minimum Annual Guarantee", and Section 3.08 "Performance Bond for MAG Requirements".

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals, this ____ day of _____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In The Presence Of:

_____ _____(Seal)

Witness By:_____

Witness: Surety:

_____ _____(Seal)

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EXHIBIT E

RETAIL CONCESSION DESIGN GUIDELINES

NORTH/SOUTH TERMINALS

RETAIL CONCESSIONS DESIGN GUIDELINES

south terminal

MIAMI INTERNATIONAL AIRPORT

December 22, 2004

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Retail Concessions Design Guidelines
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Welcome to the Miami International Airport family. In the pages that follow, the Miami Dade Aviation Department (MDAD) has set forth its vision and goals for the South Terminal to assure achievement of the highest possible quality. This process of working jointly as a team focused on a single outcome should be rewarding to all team members. These thoughts have guided the development of the Retail Concession Design Guidelines for Miami International Airport. The Concessionaires/Tenants will benefit greatly from an understanding of the quality standards as set forth in this document. The purpose is for the best possible finished project to be achieved.

The four cornerstones upon which all MDAD business activities are based are:

- Safety and Security
- Customer Service
- Economic Vitality
- Environmental Responsibility

The Design Principles set forth in this document:

- Demonstrate a commitment to quality in the development of the retail and public areas within the existing Central Terminal and the new South Terminal.
- Guide the Concessionaires/Tenants to quality design solutions, resulting in a world class shopping experience for the Miami International Airport traveler and visitor.
- Provide visual analogies, examples and metaphors to illustrate the stated principles, all without inhibiting the Tenant's ability to incorporate its unique design and operating philosophy on the completed project. It is not the MDAD's intent to design these areas.
- Create the assessment tool for use in reviewing design proposals from prospective Tenants.

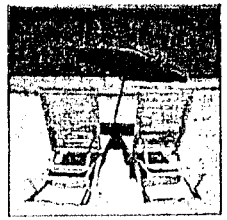
It must be understood that MDAD will work in close collaboration with Tenants to properly interpret these Guidelines, while retaining control of the design process. This collaboration and interpretation will apply to both the common areas and the tenant storefronts and interiors that fall within the agreement terms.

MDAD looks forward to working with a talented team to develop an exciting concession program, one that reflects the extraordinary Greater Miami Dade community.

Imagine an environment, a world-class location with remarkable visibility and millions of affluent travelers with available time. Imagine that environment filled with an enviable portfolio of brands, shops and services that are synonymous with the energy, fashion and style that visitors from around the world have come to associate with Miami and south Florida.

The South Shops at Miami International Airport are just such a place.

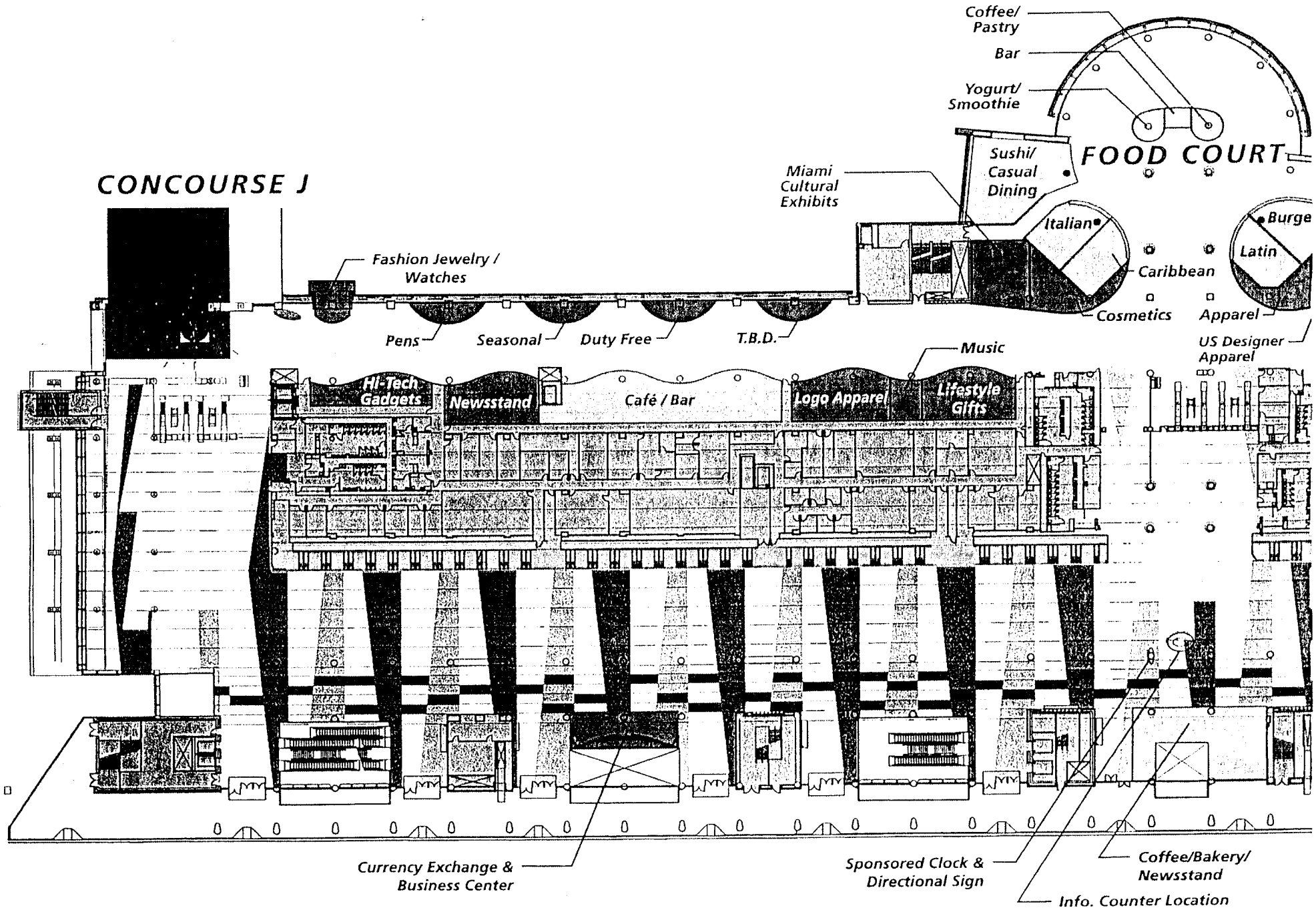
This extraordinary retail opportunity, located in Miami International Airport's South Terminal, provides tenants with a stylish, safe, peaceful, captivating and convenient environment filled with individuals and families who wish to dine and shop while at Miami International Airport. Travelers just setting out or returning from a memorable vacation, those with long layovers and the need to bring unique gifts back to their loved ones in their respective cultures, all add up to a spectacular demographic, with ample time and money on their hands.

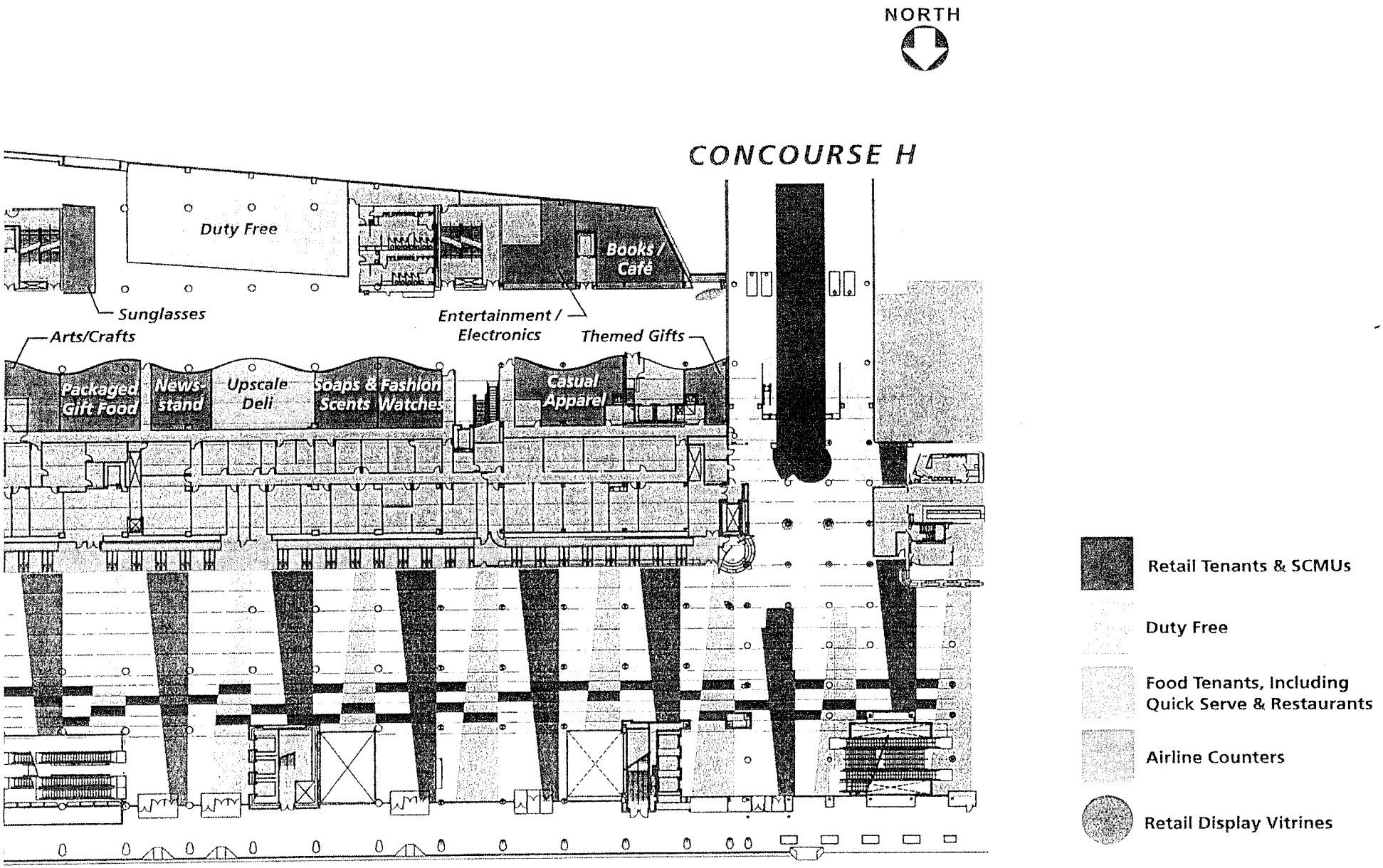


Miami's South Shops will exceed the expectations of arriving travelers by creating an environment befitting the airport's position as the Southern Hemisphere's premier portal to Miami, south Florida and the United States. For others, Miami International's South Terminal is the gateway to Latin America. The South Shops retail district will feel at once familiar and fresh to the visitor, reflecting the warmth, style, culture and diversity of classic Miami.

The goal in creating this retail area is to enhance and complement the new architectural character of the South Terminal. The Miami Dade Aviation Department (MDAD), along with its planners, architects and designers, is mindful of the rigorous operational and functional challenges associated with airport operations everywhere. Miami International Airport's Design Guidelines address these challenges to ensure that the South Shops accomplish the concession objectives within the framework of the essentials of the architecture.

The South Shops will offer marked advantages to Tenants. The South Shops truly live up to the axiomatic "location, location, location." After clearing the new state of the art security checkpoints, virtually every passenger will get full views of the South Shops as they walk to their concourse and gate. This will afford retailers and food and beverage operators an unimpeded opportunity to display a variety of retail and food service offerings.


CONCOURSE J
Coffee/ Pastry
Bar
Yogurt/ Smoothie
FOOD COURT
Sushi/ Casual Dining
Miami Cultural Exhibits
Italian
Burge
Latin
Caribbean
Cosmetics
Apparel
US Designer Apparel
Fashion Jewelry / Watches
Pens
Seasonal
Duty Free
T.B.D.
Music
Hi-Tech Gadgets
Newsstand
Café / Bar
Logo Apparel
Lifestyle Gifts
Currency Exchange & Business Center
Sponsored Clock & Directional Sign
Coffee/Bakery/ Newsstand
Info. Counter Location


NORTH
CONCOURSE H
Duty Free
Books / Café
Sunglasses
Entertainment / Electronics
Arts/Crafts
Themed Gifts
Packaged Gift Food
News-stand
Upscale Deli
Soaps & Fashion Scents Watches
Casual Apparel
Retail Tenants & SCMUs
Duty Free
Food Tenants, Including Quick Serve & Restaurants
Airline Counters
Retail Display Vitrines

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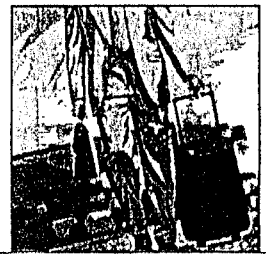
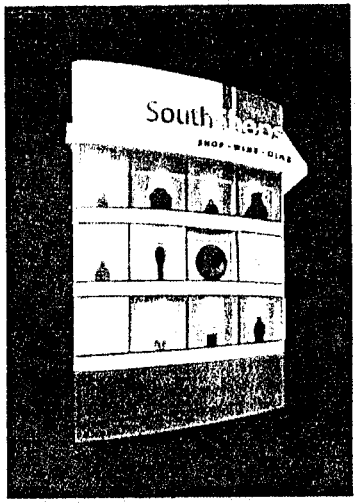
Tenant concepts shown in this document are for illustrative purposes only and may not reflect the actual tenancy of the terminal. The renderings, drawings and floor plans contained herein are included for illustrative purposes as an aid to tenants in complying with the design criteria set forth. The actual configuration and design of the terminal may vary from these renderings, drawings and floor plans. Images of storefronts and signs included in this document are examples for discussion purposes only and are not approved for final design. Tenants must verify all conditions in the field.

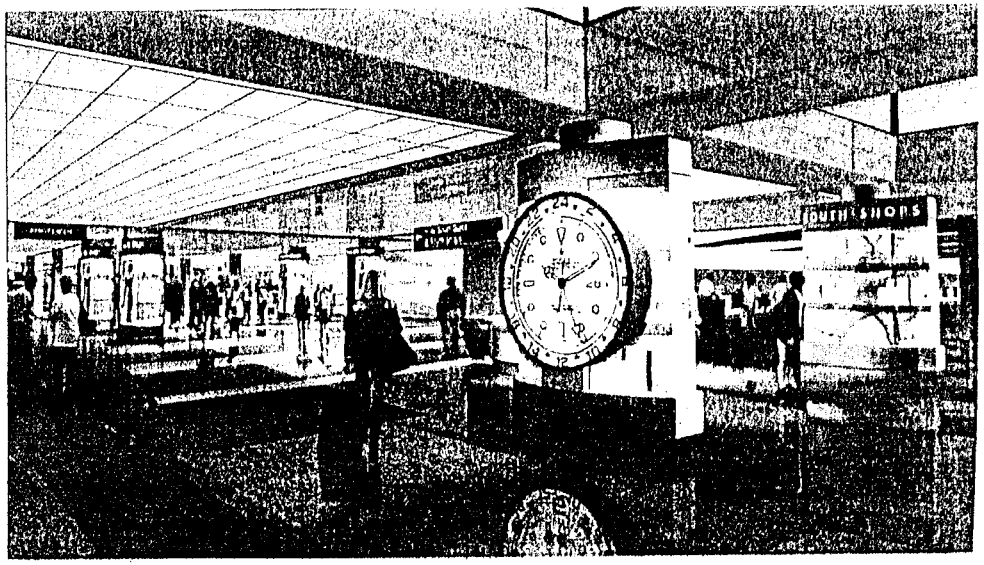


RETAIL BRANDING

To achieve and exceed expectations—both aesthetic and economic—the astute Concessionaire/Tenant will:

- Build a strong identity for South Shops in the passenger ticketing and check-in area.
- Build a strong identity for the Food Pavilion that is highly visible to all passengers.
- Create a large, centralized icon (or icons) at the passenger information center to attract attention to the central security entrance.
- Integrate an opportunity for sponsorship of a timepiece into the passenger information center.
- Provide display opportunities within the security queuing area without impeding the functionality of the queuing area.





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ANN T
Sunglass Hut

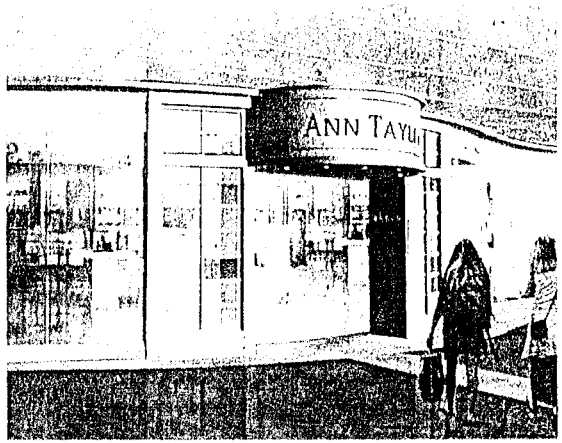
RETAIL CHARACTER

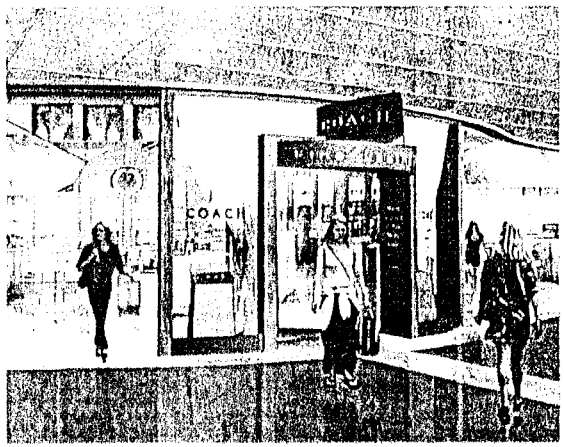
To create a world-class retail environment that is relaxing and comfortable for harried travelers and invigorates the retail experience, MIA requires the following design features:

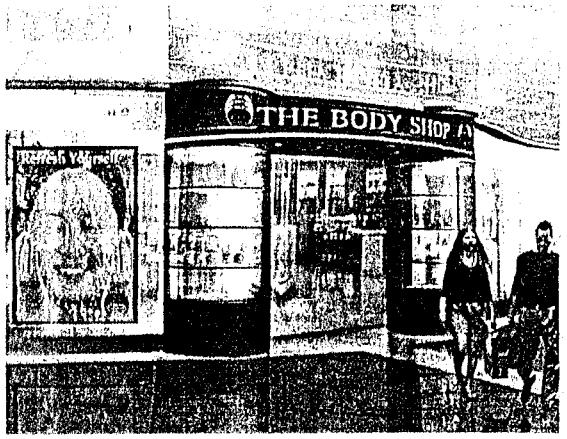
- Curved, undulating glass storefronts and floor pattern to encourage exploration.
- Open, uncluttered plan for ease of movement.
- Clocks and airport wayfinding signage highly visible to reduce traveler anxiety.
- Decorative lighting elements to balance lighting in corridor with retail accent lighting.
- Self-contained merchandising units (SCMUs) to mimic the shape and curve of inline shops to create an immersive retail experience, while maintaining views to the aircraft and beyond.

It is essential to maximize tenant visibility and identity for shoppers to navigate with ease.

- Clearly identified shop entry portals with tenant name.
- Gently curved glass storefront controls glare from south facing windows.
- A variety of allowable tenant identity signage enhances shop product and presence.
- A variety of lighting types add drama and clarity to both common area and shop fronts.







For the design to work in reality as well as it does on paper, it is essential to build with materials and finishes that are time-tested, maintainable and durable.

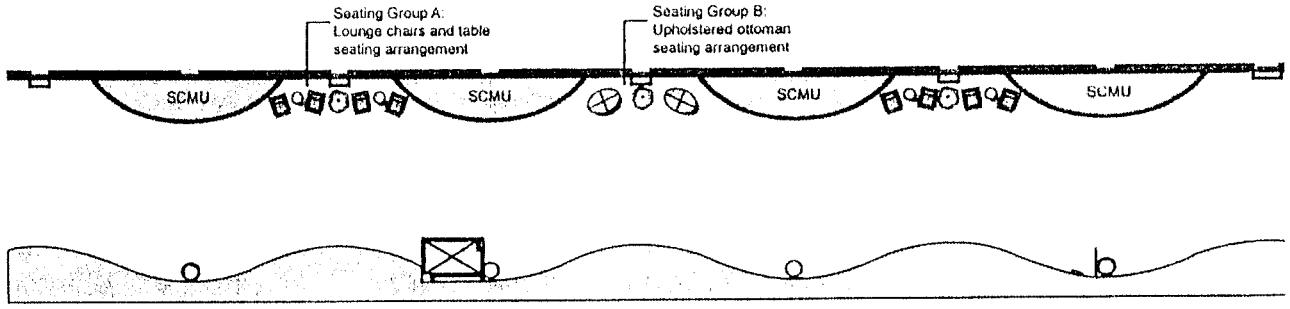
Essential to the success of the design are criteria that encourage creativity within established parameters.

- Compatible colors for entry portals without compromising national or regional recognition.
- Use of tenant logo/logotype for signage.
- Convey the tenant identity as informed by south Florida sensibilities.
- Use paint, signage, theatrical lighting and changeable panels to allow for simplified tenant flexibility.
- Create signature lighting effects at each portal.
- Maximize tenant visibility through the integration of perpendicular and in-line signage into the portal design.
- Allow for merchandise display within the portal expression.

RETAIL SCMUs

To create visual diversity and excitement, a variety of self-contained merchandising unit (SCMU) opportunities are suggested.

- Extend South Shops brand by echoing in-line shops styling in SCMU design.
- Control SCMU size to maintain at least 60% clear view of outdoors between SCMUs.
- Use lighting to enhance SCMU visibility, signage readability and product attractiveness.
- Maximize tenant merchandise visibility.
- Create a SCMU kit of parts to accommodate a variety of tenant operational/display strategies.



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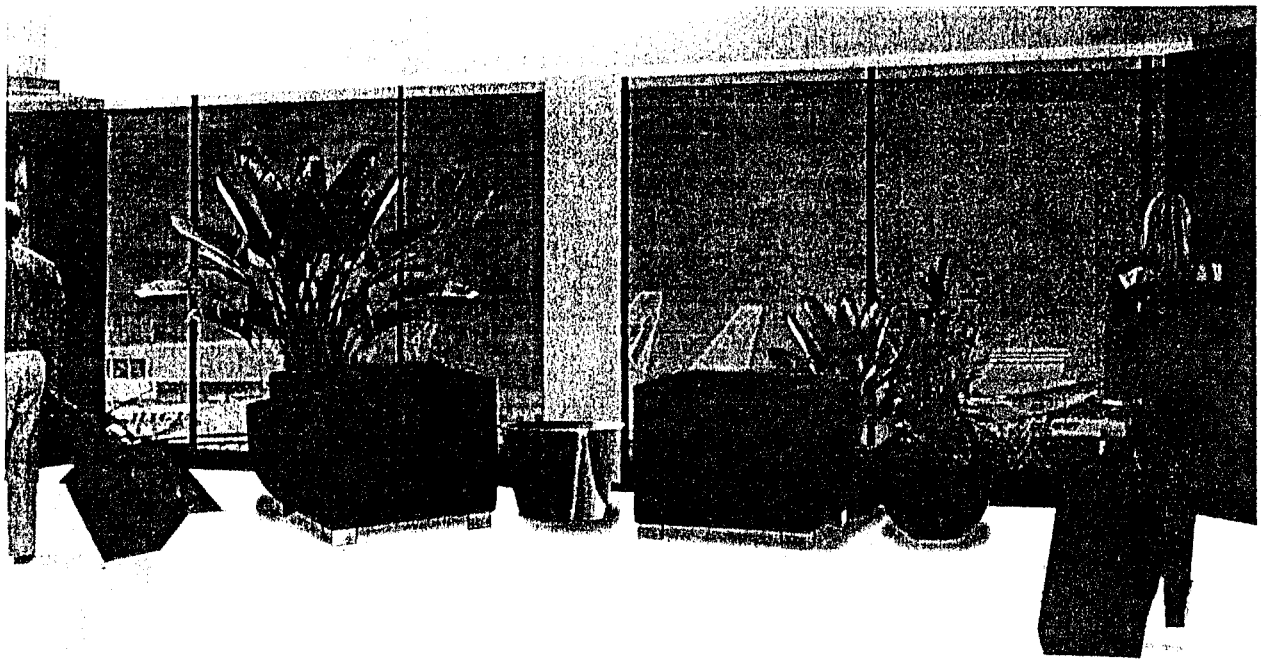
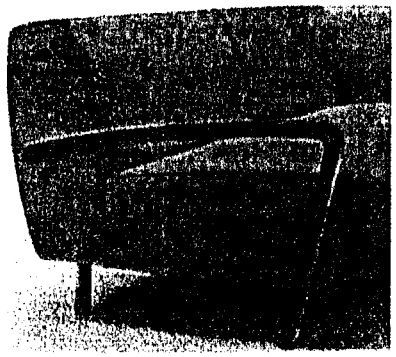


Retail Common Area Furniture Concepts

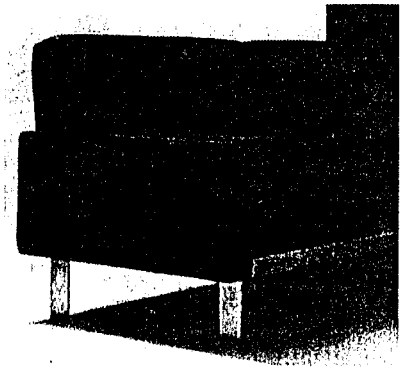
COMMON AREA AMENITIES

Seating areas are designed to support the feeling of welcome and relaxation.

- Provide ample seating opportunities.
- Provide seating variety to accommodate differing passenger group sizes, needs and cultures.
- Provide upholstered, comfortable seating befitting a world class retail destination.
- Use warm, indirect and accent lighting at seating areas to maximize comfort and provide flattering light.

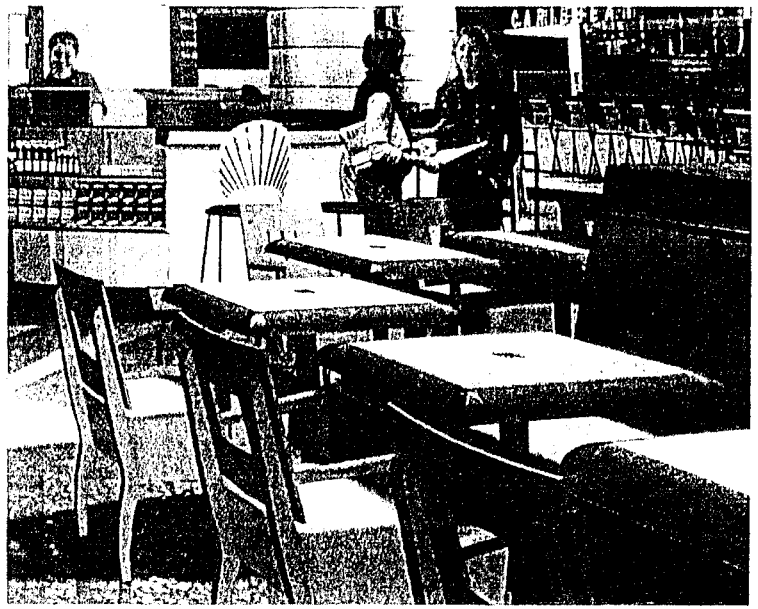


Metal Arms for Durability



Metal Base and Legs for Durability

End Tables of Solid Construction and Durable Finishes

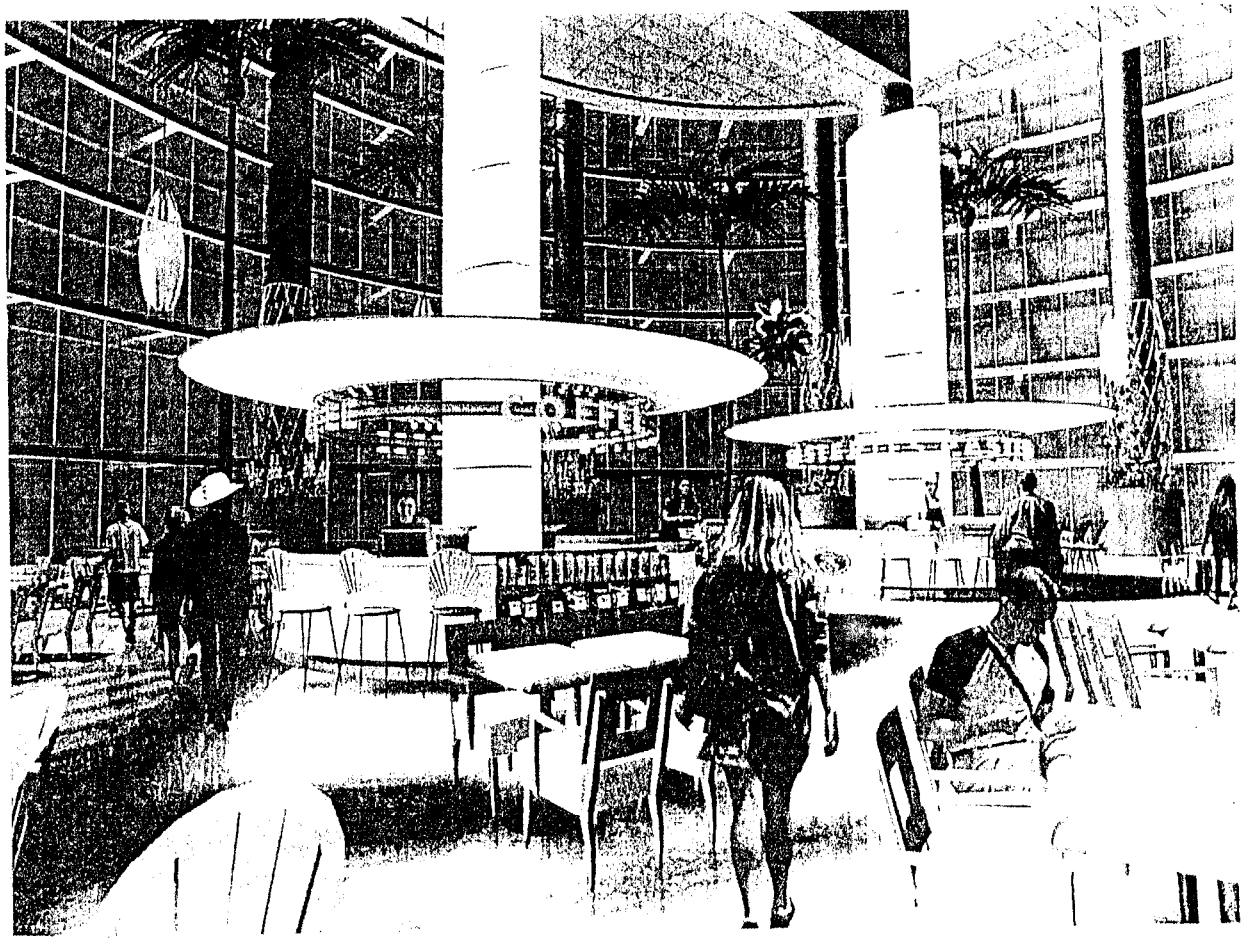


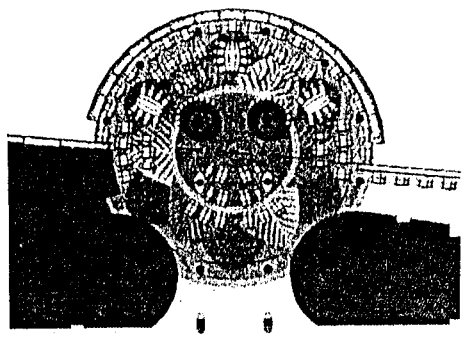
Food Court Furniture Concepts

FOOD COURT

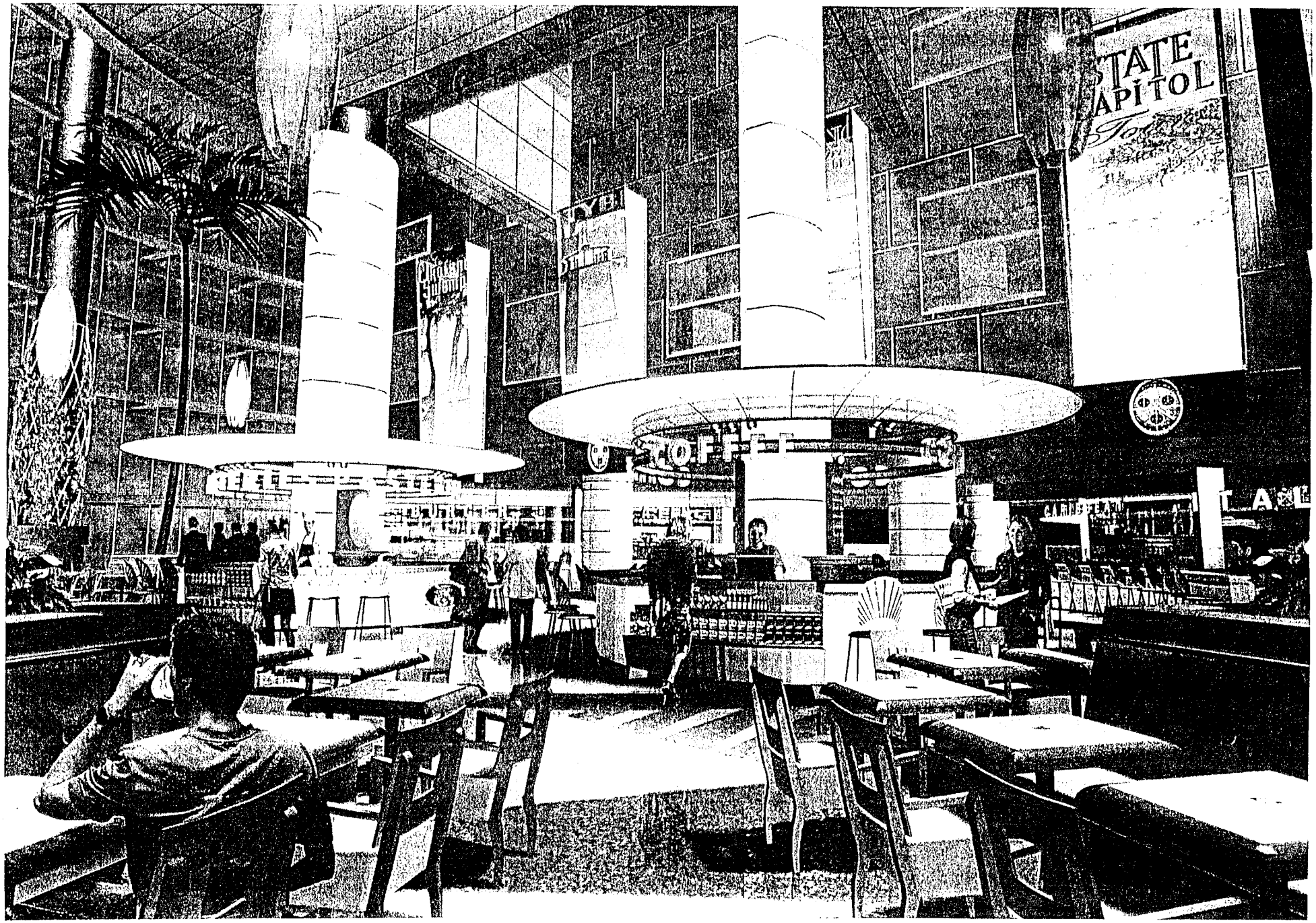
One essential creature comfort that travelers demand is nourishment—of the body and spirit. The food pavilion design principles below were developed with that in mind.

- Provide seating variety and flexibility to accommodate differing passenger group sizes, needs and cultures.
- Create appropriately scaled eating zones inside of the atrium space by using design elements to subdivide the floor space and to imply lowered ceiling areas.
- Maintain clear views from the seating area to the food tenants and tenant signs.
- Impart a warm, relaxed and authentic south Florida tone to the food court environment.
- Use lighting that is flattering to passengers to create drama, romance and comfort.
- Enliven the food court environment and generate revenue by allowing opportunities for food SCMUs, display vitrines and advertising panels.
- Create children's play opportunities and design elements that bring out the child in all of us.
- Provide highly visible timepieces to reduce flight departure anxiety.
- Use quality materials that allow for superior cleanliness and durability.





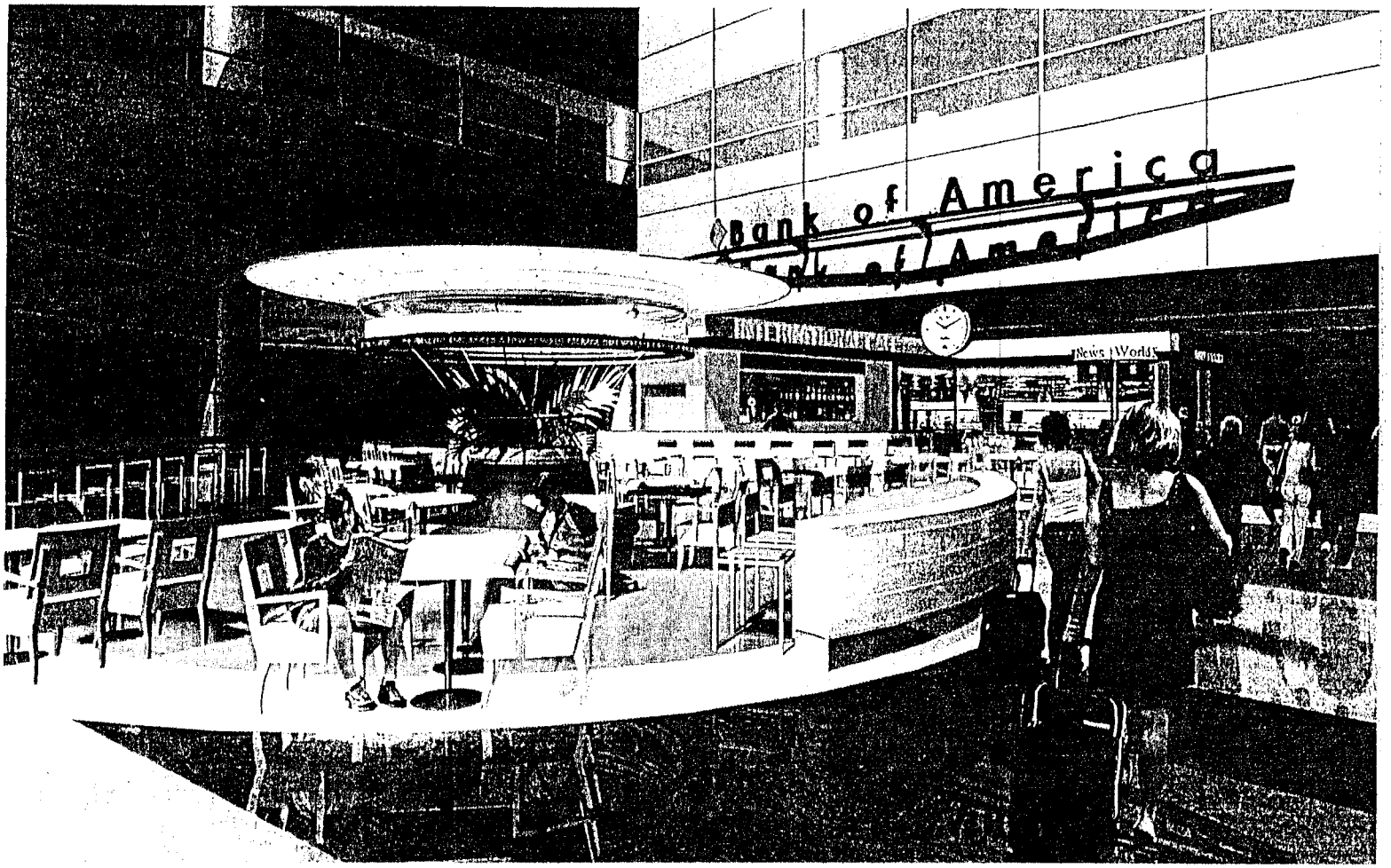
Seating Diagram


STATE
APITOL

PRE-SECURITY CONCESSIONS

The needs of travelers before they pass through security are essential to creating and maintaining the appropriate style from the beginning of the experience.

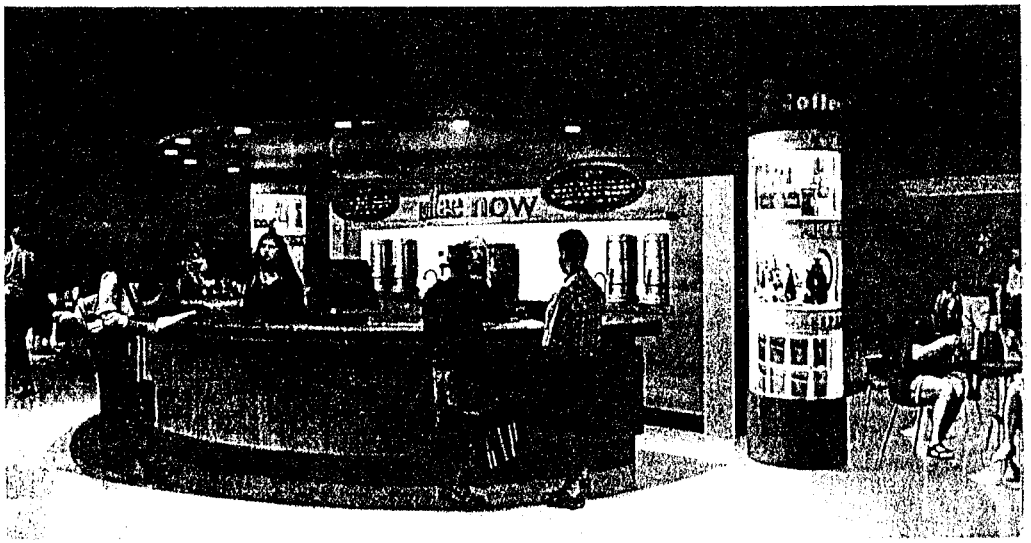
- Create a space of the highest quality materials that feels sophisticated and appropriate to Miami.
- Maintain open frontage to allow for maximum exchange of sights, sounds and aromas between the cafe and the airport terminal.
- Position displays and counters with clear views and easy access for greeters and travelers.
- Use lighting to create drama, comfort and to enhance the overall dining experience.
- Devise signage to be visible from a maximum of viewpoints within the ticketing area.
- Ensure that views from the airport exterior into the tenant space are appropriate to the airport character and flattering to the tenant.
- Create a SCMU presentation that is impactful, uncluttered and comprehensive.
- Integrate the main SCMU into the railing system around the floor opening while providing ability for displays to directly engage ticketing corridor traffic.
- Allow for signage elements that attract attention and are visible from a maximum of viewpoints within the ticketing area.



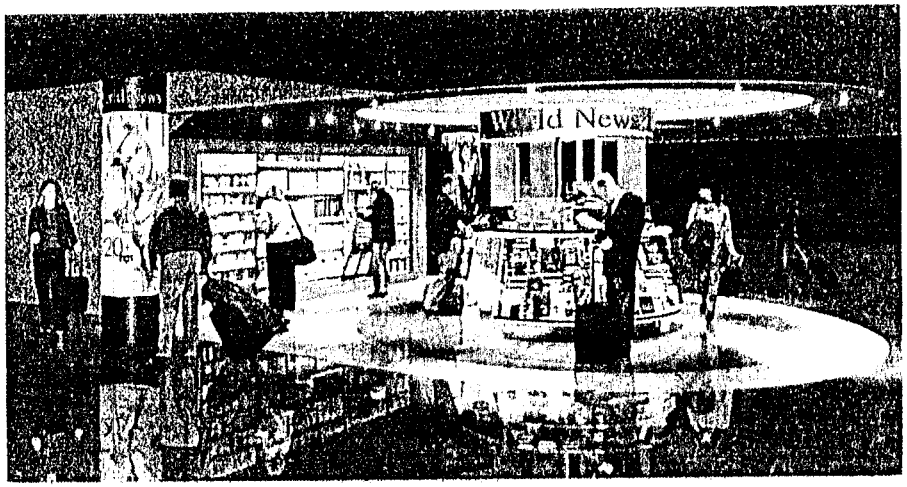
Third Level Concessions

Additional retail opportunities exist on the first level of the South Terminal where the cruise ship buses will load and unload and on the third level where the meeters and greeters await international travelers.

- Create a relaxing, comfortable environment appropriate for the purposes of eating, waiting and/or reading.
- Maintain open views to arriving passenger greeting area.
- Use soft indirect lighting to add comfort and to enhance the overall eating, reading and waiting experience.
- Provide seating variety to accommodate differing passenger group sizes, needs and cultures.
- Use quality materials that allow for superior cleanliness and durability.
- Create a defined edge to the seating area that serves to reduce tension between seating and circulation areas.
- Provide highly visible timepieces to reduce waiting anxiety.



First Level Concessions



First Level Concessions

PRE-SECURITY CONCESSIONS

- Ensure SCMU signage visibility from all sides.
- Use wall and ceiling surfaces to create an environment that extends the identity of the SCMU.
- Maintain maximum clear space between ceiling and countertop.
- Use task and dramatic lighting to enhance the SCMU environment.

Third Level Concessions

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These Design Guidelines are intended to provide the Concessionaire/Tenant with the basic design principles and criteria necessary for the development of the retail areas for the South Terminal of Miami International Airport. The final design solutions shall be the responsibility of the Concessionaire/Tenant and their design consultants with the Miami Dade Aviation Department having final approval rights. Concessionaires and Tenants shall be responsible for verifying design compliance with all applicable local, state and national codes. All materials used must be Class A fire-rated except for the loose items such as furniture.

RETAIL CONCESSIONS

Tenant's design solution should integrate storefront signage, interior design and merchandising concepts into a complete statement consistent with Tenant's merchandise and market while furthering the sense of quality of the entire South Terminal retail experience.

STOREFRONTS AND PORTALS

The storefronts must be transparent, with entry portals into the stores that appear to be freestanding elements in front of the windows. The materials used for the portals should be natural and of high quality, such as stone and stained fire treated hardwoods, with creative detailing and configurations. Primary signage is to be integrated into the portal element.

1. Tenant construction must begin on the horizontal and vertical lease lines adjacent to the demising column. Tenant must not modify the color or finish of the columns. Storefront must be curved, butt glazed tempered glass and set on a ten-inch stainless steel base at the floor. The storefront is furnished by the Tenant.

2. The use of all natural materials of high quality and integrity is encouraged. All materials are subject to review by MDAD. The following materials are not permitted on storefront portals:

   a. Simulated stone or simulated wood.

   b. Plastic laminates.

   c. Pegboard fixturing systems.

   d. Textured paint, stucco or gypsum board.

   e. Plywood paneling.

   f. Resilient floor materials, e.g. vinyl sheet or tile, etc.

3. The storefront portal is limited to 40% of the frontage to a maximum width of 20'-0" to ensure sufficient area is available for display in the merchandise zone. The portal must maintain 4'-0" clear from the MDAD's demising columns.

4. The portal must extend to the bottom of the corridor bulkhead and may be permitted to extend higher. A minimum opening height of 7'-0" must be maintained. The portion of the portal that extends beyond the tenant lease line and touches the common area terrazzo floor cannot penetrate the common area floor. The portal must be wholly supported on the Tenant's floor.

5. Location of portal will be reviewed by MDAD with relation to the Terminal Wayfinding signage locations. Portals cannot interfere with these signs in any way, nor may the colors used on Wayfinding signage be used by Tenant.

6. Portals must be placed so that they do not block any of the project light fixtures.

7. Rolling (overhead) grilles must be enclosed and concealed within the portal frame. Controls should be mounted per applicable building code.

   a. Tenant is responsible for providing MDAD with signed and sealed construction documents outlining structural support for rolling grille.

   b. Clear anodized aluminum grilles by one of the following manufacturers will be permitted:

      - Cookson G5014
      - Cornell Visionaire Design (V-9)
      - Jim Walters Doors, Lev-a-Lite G6

   c. Rolling grilles must have an approved means of emergency egress when closed.

8. Use of curtains, drapes and other shielding devices within Tenant's storefront or entrance is not permitted.

9. If security devices designed to discourage shoplifting are proposed for any Tenant space, they must be of the overhead type.

10. Tenants who demonstrate creative design solutions may be permitted to have an open storefront provided that the following conditions are met:

    a. A tenant portal meeting the above guidelines must be incorporated into the tenant design. The portal is the ONLY opportunity for tenant signage and character expression in an open storefront design.

    b. The storefront security closure system must be side coiling to maintain the maximum available opening height and must follow the curvature of the lease line where applicable. Continuous guide tracks will not be permitted in the floor. The closure system within the portal may be either an overhead grille or a continuation of the side coiling grille.

    c. Tenant displays and queuing for food operators shall not be permitted to extend beyond the tenant lease line in the primary retail corridor. Tenant displays should be placed so as to emphasize the curvature of the lease line where applicable.

SIGNAGE

The Tenant must retain the services of a professionally trained graphic designer to create their graphic identity program.

Tenant signage may not interfere with Terminal Wayfinding signage. Tenants must also refrain from colors that are similar to the terminal wayfinding colors. The backs of all signs, except those recessed

into walls, must have a finished appearance, matching the overall colors, finishes and materials used for the signs.

1. Tenant identity sign is to be an integrated element of the entry portal. It must fit within a rectangle 10'-0" wide and 1'-8" high.
2. Signing is limited to Tenant trade name and logo only. No advertising will be visible from the terminal public areas. Tenant must retain the services of a professionally trained graphic designer to create their graphic identity program.
3. The following sign types are allowed:
   a. Halo illuminated reverse pan channel letters. Neon colors may be used, but are subject to MDAD approval. Letters may be painted, brushed or polished metal.
   b. Dimensional letters/logos cut from acrylic, wood or metal pinned off or applied directly to the surface of the portal. Wood and acrylic letters may be painted or gilded. Metal letters may be painted, gilded, brushed or polished. Letters must be a minimum of 1" thick.
   c. Edge-lit glass or acrylic set into or pinned off of the portal surface.
   d. Back-lit, deep carved glass set into the portal surface.
   e. Dimensional letters cut from acrylic that are pushed through the surface of the portal and protrude a minimum of 3/4" from the portal surface. These letters are to be illuminated from within the portal to provide a glow to the letters.
4. Tenants may also choose to apply letters or logos onto the inside face of storefront glass. Store name/logo, product names, brand identities and cities where other stores are located, used as a graphic band, shall not exceed 3" in height and must be 3'-0" above the finished floor.
5. No animated components, flashing lights, or formed plastic, neon channel letters with plastic faces or exposed neon tubing are permitted on tenant's portals, storefronts or in the merchandising zone.
6. Electrical service to Tenant's signs shall be from Tenant's electrical panel. All conduit, tubing raceways, conductors, transformers and other equipment must be concealed.
7. All exposed signage fasteners shall be stainless steel, aluminum, brass or bronze. Black iron materials of any type are not permitted.
8. Signmaker labels or other identification shall not be permitted on the exposed surface of signs, except those required by local ordinance. If required by local ordinance, such labels or other identification shall be in an inconspicuous location.

MERCHANDISE DISPLAY ZONE

1. The storefront together with display lighting and signage comprise the initial presentation of the overall store image. To reinforce visual merchandising, a Merchandise Display Zone, running the full width of the storefront and five feet of the store depth should be given special attention in design and merchandising and should be set aside for professional quality displays.
2. Tenants are encouraged to emphasize this area with high quality finishes, platforming, lighting, ceiling height changes and other special visual distinctions on all exposed surfaces.
3. Tenant displays in this area are required to change a minimum of six times per year.
4. Displays must be of product. No placards, posters or other advertising media will be permitted without written approval by the MDAD.
5. Lighting in the merchandise display zone must remain on 24 hours per day.
6. The ceiling above the Merchandise Display Zone must be painted gypsum at a minimum height of 10'-3" above the finish floor.

RETAIL DISPLAY

1. All displays and display cases located within Tenant's space must be adequately lit during the hours of operation as specified by MDAD. Direct visual exposure of bulbs is not permitted.
2. Product/merchandise display and the circulation of passengers in an airport retail space requires additional consideration beyond that of a store in a retail mall. The location of store fixtures must allow for the circulation of customers who may be carrying or pulling wheeled luggage.

FLOORS

1. Floors or public areas may be carpeted, hardwood, thin set ceramic tile, quarry tile, porcelain tile, terrazzo or stone. Resilient flooring may be allowed with MDAD approval.
2. The South Terminal flooring material will be extended to the lease line within the portal entry area by MDAD. Tenant may not alter this flooring in any way.
3. Tenant floor material must be installed at the same elevation as the South Terminal flooring.

CEILINGS

1. Tenant must coordinate the ceiling design with all code, mechanical, fire protection, lighting systems and structural requirements. The minimum ceiling height is 10'-6" above the finish floor except where restricted by existing building conditions.
2. Painted gypsum, wood or metal slat ceiling systems are permitted.
3. 2' x 2' lay-in acoustical tile will be permitted provided it uses either a 9/16" t-grid support system with tegular or reveal edge panel or a concealed spline support system. 2' x 4' grid ceilings will NOT be permitted.
4. Ceiling access panels, where required, will be at Tenant's expense.

LIGHTING

1. All lighting within Tenant's premises is subject to MDAD review and approval. Merchandise Zone must use high intensity metal halide display lighting.
2. Exposed bulbs used in store interiors must be shielded from the common area. No exposed fluorescent fixtures are permitted.
3. Lighting must not create any glare through Tenant's storefront into the public area.
4. Compact fluorescent downlights are permitted within the store, but must have a warm color temperature with a minimum color rendering index of 82.

2.53

RETAIL SCMUs

GENERAL CONDITIONS

Tenant's design solution should integrate signage, interior design and merchandising concepts into a complete statement consistent with Tenant's merchandise and market while furthering the sense of quality of the retail experience. Self-contained merchandising units (SCMUs) should be viewed as an extension of the South Terminal retail brand and incorporate the materials, finishes and detailing exhibited throughout the South Terminal.

The design of the SCMUs must respond to the architectural conditions in which they are placed. The SCMUs located in the retail corridor must be centered on the existing structural columns along the south facing window wall. The SCMUs must have a curved front counter, echoing the curvilinear in-line storefronts opposite, with the side counters or walls returning straight back to the window wall to align with the existing mullions. Tenants may choose to wrap the existing columns in their own finishes provided that the base building column covers are not damaged or modified in any fashion.

Tenant SCMUs must maintain a minimum percentage of openness to their frontage to limit their impact on the base building HVAC system. This degree of openness shall be established by the Project Engineer.

COUNTERS & DISPLAYS

Materials: The materials used for the counter fronts, countertops and merchandise displays must be of high quality to ensure maintainability in the high traffic airport conditions and they should incorporate creative detailing and configurations. Brushed stainless steel, through-body color porcelain tile, glass, non-porous stone and composite quartz/stone material are strongly encouraged for counter fronts and tops. The bottom 10" of the SCMU must be stainless steel, either recessed in a kick or set flush with the counter face. All materials are subject to review by MDAD.

The following materials are NOT permitted for SCMU counter fronts, tops or displays:

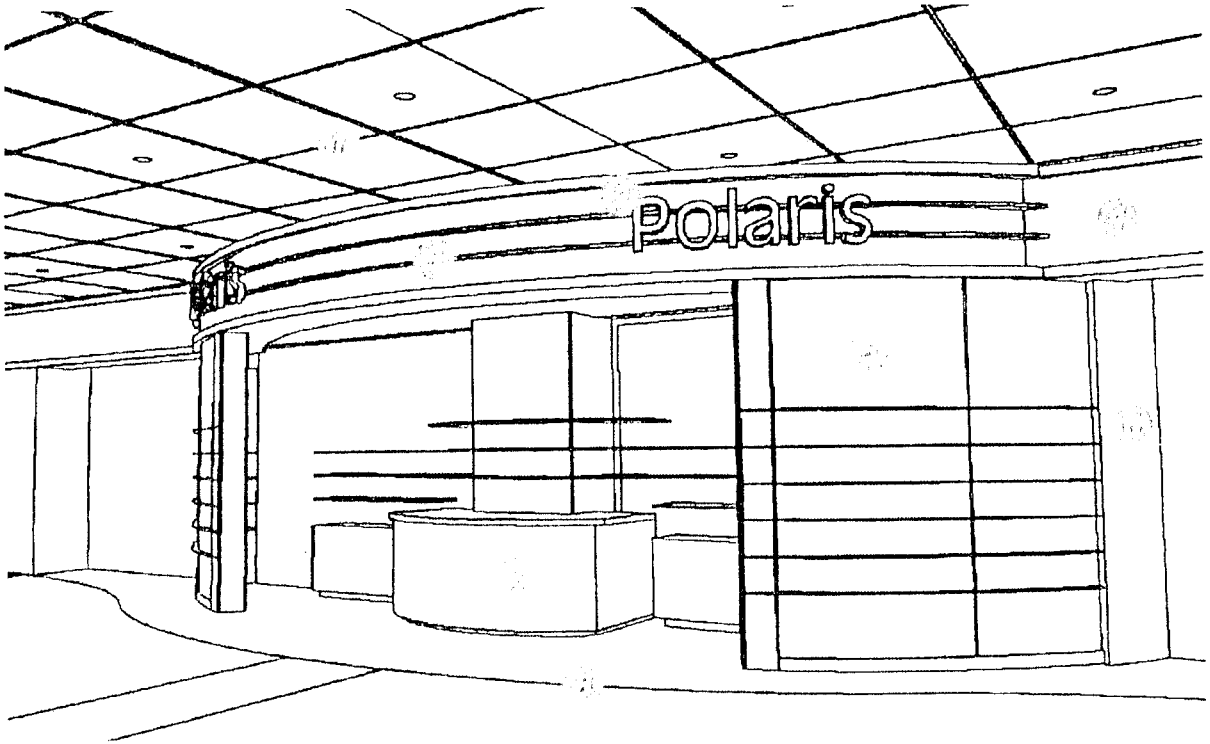
1. Simulated wood.
2. Plastic laminates.
3. Pegboard fixturing systems.
4. Painted gypsum board.
5. Plywood paneling.
6. Resilient flooring materials, i.e. vinyl tile or sheet, etc.

Equipment: Cash registers, credit card readers, telephones, espresso machines, condiment/utensil displays and other equipment placed on the perimeter counters must be either recessed into the countertop or screened from customer view with an integral decorative panel.

Back Counters: Back counters visible to the public must utilize built-in cabinets and/or storage units with a recessed base detail. Finishes and detailing must be consistent with the design, colors, materials, and finishes of the rest of the SCMU.

SIGNAGE

Tenant must retain the services of a professionally trained graphic designer to create their graphic identity program.



Base building ceiling, by Airport. Tenant build-out shall not touch or modify the ceiling.

Tenant signage, by Tenant. Ref. criteria for allowable sign types. Surface or pin-mount to bulkhead (3).

Semi-circular painted metal bulkhead with metal accent banding, by Tenant. This bulkhead must be held off the Airport ceiling by 4" and be self-supporting.

Gyp. board bulkhead, by Airport. Tenants will not be permitted to modify the color or configuration of this bulkhead.

Curved tenant storefront, by Tenant. This may be full-height product displays, large scale graphics applied to the second surface of the glass, sales or display counters or a combination thereof. The storefront must maintain a minimum percentage of openness to limit its impact on the base building HVAC system.

The return of the Tenant storefront must align with the vertical mullions of the window wall.

Counters and displays, by Tenant.

Base building terrazzo floor, by Airport. This flooring extends throughout the tenant space and shall not be modified. Tenant may overlay the existing floor subject to the limitations described in the criteria.

Primary Signage: The Tenant's primary identity signs are to be mounted to a semi-circular fascia aligned with the existing bulkhead above the window wall. Tenant's fascia must align with the bottom edge of the existing bulkhead and be held 4" off the retail corridor ceiling.

Acceptable sign types shall include:

1. Halo-illuminated reverse pan channel letters with painted, brushed or polished metal letter forms.
2. Push-through acrylic letters extending 1/2" beyond the face of the sign cabinet and internally illuminated. The cabinet may be painted, brushed or polished metal.
3. Dimensional letters, formed or cut from solid stock material, of a minimum 1" thickness and externally illuminated with low voltage point source fixtures. Letters may be painted or a brushed or polished metal finish.

Secondary Signage: Secondary signage such as Tenant specialties and alternate store locations may be displayed as subtext below Tenant's primary identity signage or as a component of Tenant's side displays. These signs are limited to a maximum letter height of 5" and must be externally illuminated. ***The following secondary sign types shall be permitted:***

1. Dimensional letters/logos cut from solid materials such as acrylic or metal and pinned off or applied directly to a backer panel.
2. Painted or gilded letters applied directly to a glass panel.
3. Silkscreened or painted letters applied to a backer panel.

Backer panels, if used, must be a minimum of 1/2" thick and may be glass, metal with a natural or painted finish or painted acrylic.

Electrical service to a Tenant's signage shall be from Tenant's electrical panel. All conduit, tubing, raceways, conductors, transformers and other equipment must be concealed.

Prohibitions: Animated components, flashing lights, vacuum formed plastic and illuminated channel letters with plastic faces shall not be permitted. No advertising will be allowed visible from the terminal public areas.

LIGHTING

Task lighting and secondary sign illumination shall be from Tenant's own track lighting system. Task lighting and sign lighting should utilize a long life, low voltage incandescent light source.

Decorative lighting may be integrated with the track system for task lighting or be wired separately. Acceptable fixtures include pendant fixtures with decorative housings, colored accent lighting to wash the canopy, downlights concealed in the countertop to wash the counter face and accent lights at the center column. Exposed bulbs will not be permitted.

Glass display cases must have integrated lighting systems to highlight product unless the lighting may harm the product displayed (such as chocolate or ice cream).

SECURITY

Tenant shall be responsible for any security closure systems to be used. Rolling (overhead) grilles must be enclosed and concealed within the fascia structure. Tenant is responsible for providing MDAD with signed and sealed construction documents outlining the structural support for rolling grilles. Grilles must have a clear anodized aluminum finish. Rolling grilles must have an approved means of emergency egress when closed.

FLOORS

The SCMU floor shall be the existing base building epoxy terrazzo. Tenant may overlay the existing floor with a temporary, maintainable surface provided the overlaying material is not affixed to the existing terrazzo with adhesives or any type of penetrating fasteners.

RETAIL CORRIDOR COMMON AREA AMENITIES

Concessionaires and tenants shall be required to purchase and install common area amenities as defined in the RFP process. These common area amenities must meet the Airport's requirements for durability and maintainability in construction and finish, while providing a less institutional appearance than typical airport furniture. In addition to the Airport requirements the following conditions must be met:

1. All amenities are subject to review and approval by MDAD.
2. All amenities are to be constructed of and finished with Class A fire-rated materials.
3. All chairs are to have arms. Sofas, couches and loveseats are not recommended.
4. All furniture must be securely attached to the Airport floor.
5. The legs of all furniture pieces must be designed for heavy use and abuse. Solid metal or metal clad legs are strongly recommended.
6. Upholstery must be of commercial grade, with a minimum durability rating of 60,000 double rubs, such as Xorel and some Crypton fabrics. Upholstery that is not woven and susceptible to puncturing or cracking, such as vinyls, is not recommended.
7. Planters and plant pots must be of a durable, non-porous, rust proof material. Plastic and ceramic or terracotta pots are strongly discouraged. Plastic pot liners concealed within a more attractive and durable shell are permissable.

Maintenance of common area amenities shall be the responsibility of MDAD unless negotiated otherwise.

FOOD COURT CONCESSIONS

Tenant's design solution should integrate storefront signage, interior design and merchandising concepts into a complete statement consistent with Tenant's merchandise and market while furthering the sense of quality of the entire South Terminal experience.

GENERAL CONDITIONS

1. Tenant is responsible for providing all counters, equipment and finishes behind the lease line and between the demising walls, interacting with MDAD provided design elements.
2. The Tenant storefront opening and ceiling height above Tenant counter is 10'-0".
3. Customer queuing must occur within the Tenant lease line or well outside of primary passenger circulation areas. Queuing plans must be included in tenant's design submittal to the Airport for review and approval.

4. Demising walls visible to public are to be finished by the Tenant with one of the following materials:
   a. Ceramic or porcelain tile.
   b. Brushed stainless steel panels.
   c. Stone.
   d. Back-painted glass.
5. Service doors may be located either adjacent to tenant's counters or in a side or back wall if available and must be finished to be of a consistent character with the rest of the tenant's storefront presentation. Through-counter access doors are not permitted.
6. Recessed or pendant lighting suspended above the counter is recommended to provide a more intimate scale.
7. Tenant must provide a partition as a visual barrier between preparation and storage areas.
8. If used, rolling grilles must be side coiling and concealed within Tenant demising column. Controls should be mounted per applicable building code.
   a. Tenant is responsible for providing MDAD with signed and sealed construction documents outlining structural support for grille.
   b. Clear anodized aluminum grilles by one of the following manufacturers will be permitted:
      - Cookson G5014
      - Cornell Visionaire Design (V-9)
      - Jim Walters Doors, Lev-a-Lite G6
   c. Rolling grilles must have an approved means of emergency egress when closed.
9. Natural gas for cooking is available in the Terminal but is not provided to the Food Court Units. Tenants shall be responsible for having gas lines extended into their spaces, including any meters that may be required, at Tenant's expense.

COUNTERS

1. Counterfronts are permitted to extend 4" beyond the cove base.
2. Counter heights and components must meet all ADA codes and regulations.
3. Counterfronts and countertops are to be custom designed and must follow the curvature of the established lease line.
4. Counters are to have a 10" stainless steel cove base.
5. Condiment and utensil displays must recess into the countertop and be of a material and finish that complements the counter design.
6. Cash registers must be recessed a minimum of 6" within the countertop.
7. All sneeze guards are to be custom designed as an integral part of the counterfront. Trim or framework shall be solid metal with plating or a unique metal finish. Glass must be tempered or a safety-type. Plexiglas and acrylic are not permitted.
8. Back counters visible to the public view must be built-in units with a recessed cove base detail and must use materials and finishes that complement the tenant space.
9. Glass display cases will be allowed in the front counter with a maximum height limitation of 4'-6". Cases must be constructed of clear glass, stainless steel, brass or other bright metal, and must be erected on the standard 10" high base.
10. All display cases must be adequately illuminated and vented. Direct visual exposure of bulbs is not permitted.

FLOORS

1. All floor tile installation shall be of a commercial grade with a non-slip surface.
2. The entire Tenant space floor area must be properly sealed using a Dex-O-Tex, or similar, membrane-type seal prior to the installation of any finished flooring material.

CEILINGS

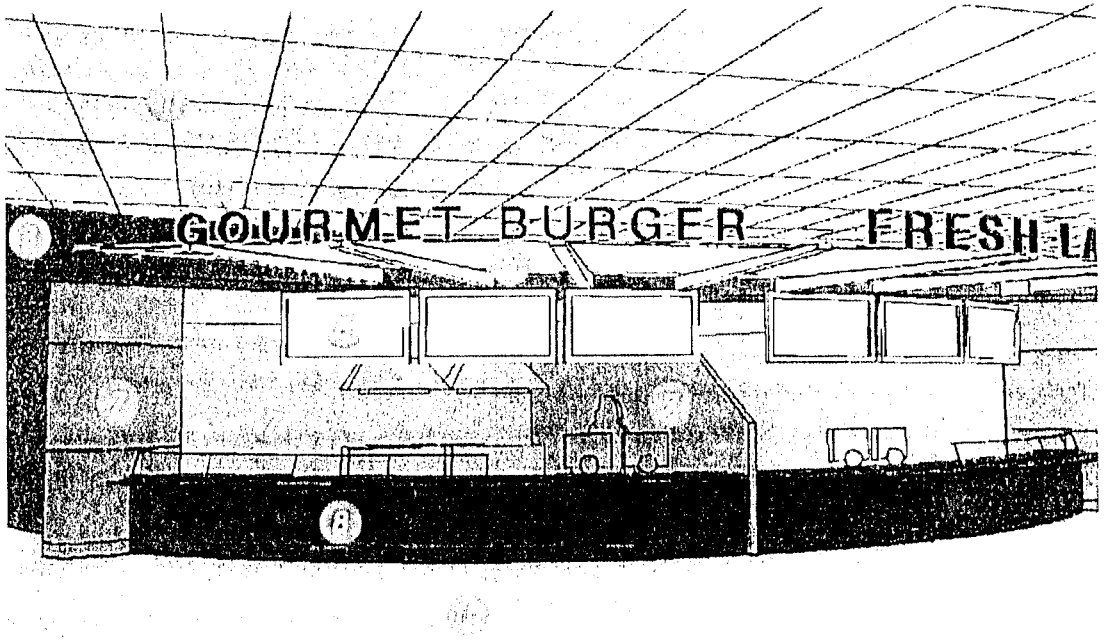
1. Tenants must provide a painted gypsum board ceiling located in all areas visible to the general public, at a minimum height of 10'–6" above the finish floor.
2. Ceiling access panels, where required, will be at Tenant's expense.
3. Drop-in panels with an approved finish shall be permitted in the preparation and storage areas only, where not visible to public.

GENERAL SIGNAGE

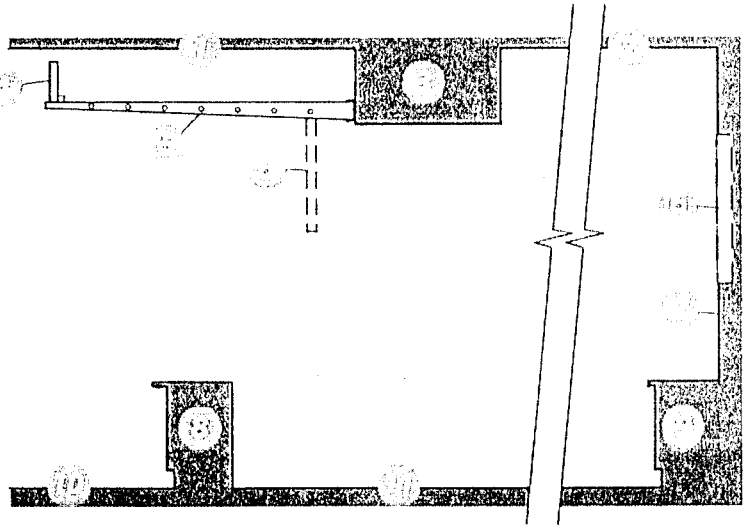
Tenant signage may not interfere with Terminal Wayfinding signage. Tenants must also refrain from colors that are similar to the wayfinding sign colors. The backs of all signs, except those recessed into walls, must have a finished appearance, matching the overall colors, finishes, and materials used for the signs.

1. A strong graphics program, which ties all signage to a common theme, is required. Tenant must retain the services of a professionally trained graphic designer to create their graphic identity program.

1. *Base building ceiling, by Airport.*
2. *Tenant ceiling, by Tenant. Access panels required shall be at Tenant's expense.*
3. *Gyp. board bulkhead, by Airport. Tenants will not be permitted to modify the color or configuration of this bulkhead.*
4. *Tenant signage, by Tenant. Ref. criteria for allowable sign types. Signage may be mounted to Tenant's canopy (5, as shown) or directly to the existing bulkhead (3).*
5. *Cantilevered/suspended canopy above tenant counter, by Tenant. Canopy must be open to allow HVAC and fire protection systems to function as designed. Canopy may act as a support for the guide track for Tenant's side coiling grille (if used).*
6. *Menu boards, by Tenant, may be suspended or inset within the back wall of the tenant space provided that they meet the legibility requirements established by the criteria.*



Conceptual Perspective



Section Diagram
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7. *Demising wall and back wall structure shall be by the Airport. The gyp. board enclosure and the finish materials shall be by the Tenant. Ref. criteria for acceptable materials.*
8. *Front counter, by Tenant, must have a 10" stainless steel kick and meet all applicable ADA guidelines. Note that the curvature of the counter is opposite that of the bulkhead. Tenant shall be responsible for any security enclosure for Tenant's space.*
9. *Back counters, by Tenant, if visible to the public, must be built-in units utilizing finishes and materials to compliment Tenant's front counter.*
10. *Base building terrazzo floor, by Airport. Tenant shall not be permitted to modify this floor. Tenant's counter shall be built to the edge of the base building floor but not overlap.*
11. *Tenant floor, by Tenant, must be sealed using a membrane-type seal prior to installation of the finish floor.*

2. Innovative signage typefaces with a creative use of color and material establishes the Tenant's primary identity, and occurs on the fascia provided by MDAD above the storefront or on the tenant provided canopy.

3. Letters must be individual, dimensional characters unless Tenant's identity is of script-type letters.

4. Sign letters may be one of the following types:

   a. Reverse pan-channel letters with halo illumination.

   b. Open pan-channel letters with exposed neon.

   c. Dimensional letters, formed or cut from solid sock material, of 1" minimum thickness and exterally illuminated using low voltage point source fixures.

5. Maximum letter heights are 14" with leading capitals extending to an overall height of 16".

6. Electrical service to Tenant's signs shall be from Tenant's electrical panel. All conduit, tubing raceways, conductors, and other equipment must be concealed.

7. Transformers must be remotely located behind MDAD's fascia and above Tenant's ceiling, with concealed access panels.

BLADE SIGNAGE

1. Blade signs should provide a unique expression of the Tenant's identity. An artisan-type design and character is required. All blade signs must be dimensional and show a high quality of craftsmanship.

2. Blade signs are to be mounted to Tenant's canopy using a custom designed armature. The sign panel and installation shall be at Tenant expense.

3. The signs are to be illuminated remotely by fixtures attached to the armature, such as miniature goosenecks with MR 16 low voltage lamps.

4. Blade signs shall be in a horizontal format by proportion.

5. Envelope parameters are 3'-6" wide by 2'-3" high. Total sign weight cannot exceed 30 lbs.

6. Graphics and logos must stay within the designed envelope.

7. The signs must be a minimum of 7'-0" clear from the finished floor elevation.

8. Blade signs must be of the same expressive materials as, or complementary to, those used at the storefront.

9. Appropriate types include cut-out metals; individual, dimensional letters or painted letters applied to a decorative background panel; or a three dimensional, layered sign.

10. Dimensional graphics and objects are strongly encouraged to incorporate icons that convey the Tenant concept.

11. All graphics shall be colorful and creative and provide an element of entertainment.

MENU BOARDS

Menu Boards must be designed to be an integral part of the general design image of the food court unit and other signage.

1. Menu boards may be suspended from the ceiling or attached to the back wall. They may be a maximum of 7'-0" behind the face of the counter with a minimum clearance of 7'-0" from the floor.

2. Customized menu boards with an artisan quality and remote illumination by surface light fixtures are most desired. They must be permanent in nature and professionally designed and manufactured.

3. Construction may be of smooth finished or painted wood, metal, glass or chalkboard.

4. The surface of the menu board must be of a non-glare material to insure comfortable visibility and maximum legibility.

5. For maximum efficiency, menu boards must be visible 5'-0" prior to the "order here" point in the queue.

6. Lettering used on the menu boards should be larger than traditionally used. A 1" cap height is the minimum size required.

7. Photographs of food are not encouraged but will be permitted on the menu board provided they are designed as an integral part of the menu board design. Photographs shall be professionally produced and must accurately represent the products being sold. All photographs of food are subject to MDAD approval.

8. Should internally illuminated menu boards be used, they must be recessed within the back wall.

9. Tenant's name and logo are permitted on menu boards. Nationally and/or internationally recognized branded logos of menu items being offered will be allowed as additional signage on menu boards, subject to MDAD approval.

10. No advertising, placards, banners or pennants, permanent or temporary, shall be affixed anywhere on the customer serving or display area, without written approval by MDAD.

FOOD COURT SCMUs

GENERAL CONDITIONS

Tenant's design solution should integrate signage, interior design and merchandising concepts into a complete statement consistent with Tenant's merchandise and market while furthering the sense of quality of the food court. Self-contained merchandising units (SCMUs) should be viewed as an extension of the South Terminal retail brand and incorporate the materials, finishes and detailing exhibited throughout the South Terminal.

The design of the SCMUs must respond to the architectural conditions in which they are placed. The SCMUs located in the food court must be adjacent to the two southern-most freestanding structural columns in the high ceiling atrium space. The SCMUs must have their primary frontage facing north, towards the food court entry. Tenants may choose to wrap the existing columns in their own finishes provided that the base building column covers are not damaged or modified in any fashion. Tenant's finishes shall not extend more than 10'-0" above the food court floor.

COUNTERS & DISPLAYS

Materials: The materials used for the counter fronts, countertops and merchandise displays must be of high quality to ensure maintainability in the high traffic airport conditions and they should incorporate creative detailing and configurations. Brushed stainless steel, through-body color porcelain tile, glass, non-porous stone and composite quartz/stone material are strongly encouraged for counter fronts and tops. The bottom 10" of the SCMU must be stainless steel, either recessed in a kick or set flush with the counter face. All materials are subject to review by MDAD.

The following materials are NOT permitted for SCMU counter fronts, tops or displays:

1. Simulated wood.
2. Plastic laminates.
3. Pegboard fixturing systems.
4. Painted gypsum board.
5. Plywood paneling.
6. Resilient flooring materials, e.g. vinyl tile or sheet, etc.

Equipment: Cash registers, credit card readers, telephones, espresso machines, condiment/utensil displays and other equipment placed on the perimeter counters must be either recessed into the countertop or screened from customer view with an integral decorative panel.

Back Counters: Back counters visible to the public must utilize built-in cabinets and/or storage units with a recessed base detail. Finishes and detailing must be consistent with the design, colors, materials and finishes of the rest of the SCMU.

CANOPIES

Above each SCMU and extending 2'-6" beyond the tenant lease line must be a canopy of lightweight metal structure with a perforated metal or an open weave fabric covering. The canopy must maintain a minimum percentage of openness as established by the applicable fire codes such that supplementary fire protection is not required beneath the canopy. The bottom of the structure must be 10'-0" above the floor at the leading edge. The canopy must be slightly sloped towards the back counter or flat.

SIGNAGE

Tenant must retain the services of a professionally trained graphic designer to create their graphic identity program.

Primary Signage: The Tenants' primary identity signs are to be mounted to a raceway suspended beneath the canopy, set back a minimum of 3'-6" from the leading edge of the canopy. Acceptable sign types shall include:

1. Halo-illuminated reverse pan channel letters with painted, brushed or polished metal letter forms.
2. Open pan channel letters with exposed neon.
3. Dimensional letters, formed or cut from solid stock material, of a minimum 1" thickness and externally illuminated with low voltage point source fixtures. Letters may be painted or a brushed or polished metal finish.

Secondary Signage: Secondary signage such as Tenant specialties and alternate store locations may be displayed as subtext below Tenant's primary identity signage or as a component of Tenant's menu board. Menu boards must be mounted behind the primary service counter, either to an available wall surface or suspended from the canopy. The placement of the menu boards, their height above the floor and the size of the text used in the menu item listing must be designed so as to be legible to a middle-aged person standing fifth in line from the counter. Internally illuminated menu boards and menu boards with photographic depictions of food will not be permitted without prior written consent from MDAD.

All conduit, tubing, raceways, conductors, transformers and other equipment must be concealed.

Prohibitions: Animated components, flashing lights, vacuum formed plastic and illuminated channel letters with plastic faces shall not be permitted. No advertising will be allowed visible from the terminal public areas.

LIGHTING

Task lighting and secondary sign illumination shall be incorporated into the overhead canopy. Task lighting and sign lighting should utilize a long life, low voltage incandescent light source.

Decorative lighting may be integrated with the track system for task lighting or be wired separately. Acceptable fixtures include pendant fixtures with decorative housings, colored accent lighting to wash the canopy, downlights concealed in the countertop to wash the counter face and accent lights at the center column. Exposed bulbs will not be permitted.

Glass display cases must have integrated lighting systems to highlight product unless the lighting may harm the product displayed (such as chocolate or ice cream).

SECURITY

Tenant shall be responsible for any security closure systems to be used. Rolling (overhead) grilles must be enclosed and concealed within the canopy frame. Tenant is responsible for providing MDAD with signed and sealed construction documents outlining the structural support for rolling grilles. Grilles must have a clear anodized aluminum finish. Rolling grilles must have an approved means of emergency egress when closed.

SPECIAL CONSIDERATIONS

No cooking that requires venting will be permitted in the SCMUs.

Given the need for most food tenants to have additional storage, cleaning and food preparation areas, food SCMU tenants shall be permitted to construct a tall (8'-0" max.) opaque enclosure to house these functions. If this enclosure is not fully protected by the SCMU counters, it must be constructed using highly durable materials and protected corners to a height of 42" above the finish floor. Above 42" the enclosure may be painted gypsum board or a similar, standard wall surface. The top of the enclosure may be screened with an open wire mesh for security purposes but, unless visible from an upper floor, otherwise remain open so as not to interfere with the function of the airport HVAC and fire protection systems.

Should the Tenant choose not to construct an enclosure as described above, all back-of-house functions must be fully concealed from public view, including from above in multi-story conditions.

Sneeze guards, if used, must be custom designed as an integral part of the counter system. Trim and framework shall be solid metal with plating or a unique metal finish. Glass must be tempered or a clear safety type – Plexiglas and acrylic are not permitted.

FLOORS

The SCMU floor shall be the existing base building epoxy terrazzo. Tenant may overlay the existing floor with a temporary, maintainable surface provided the overlaying material is not affixed to the existing terrazzo with adhesives or any type of penetrating fasteners.

FOOD COURT COMMON AREA AMENITIES

Concessionaires and tenants shall be required to purchase and install common area amenities as defined in the RFP process. These common area amenities must meet the Airport's requirements for durability and maintainability in construction and finish, while providing a less institutional appearance than typical airport furniture. In addition to the Airport requirements the following conditions must be met:

1. All amenities are subject to review and approval by MDAD.
2. All amenities are to be constructed of and finished with Class A fire-rated materials.
3. All food court chairs are to have arms.
4. A minimum of three banquettes must be incorporated in the food court layout. Banquettes should have upholstered backs and hard seats.
5. Upholstery must be of commercial grade, with a minimum durability rating of 60,000 double rubs, such as Xorel and some Crypton fabrics. Upholstery that is not woven and susceptible to puncturing or cracking, such as vinyls, are not recommended.
6. Planters and plant pots must be of a durable, non-porous, rust proof material. Plastic and ceramic or terracotta pots are strongly discouraged. Plastic pot liners concealed within a more attractive and durable shell are permissable.
7. The use of soft materials are encouraged in the food court area to mitigate the noise level. These materials should be used zones where they are less susceptible to abuse.

Maintenance of food court amenities shall be the responsibility of MDAD unless negotiated otherwise.

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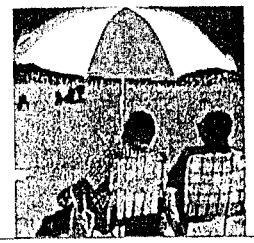
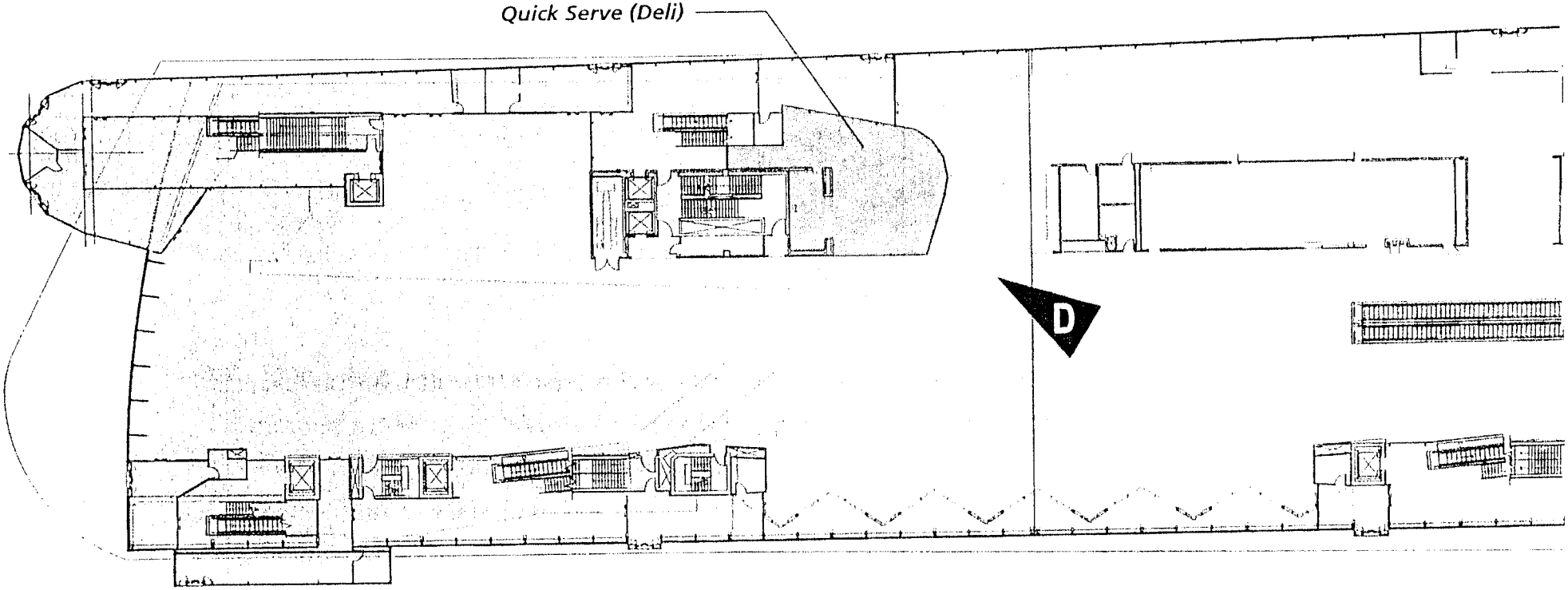
These Design Guidelines are intended to provide the Concessionaire/Tenant with the basic design principles and criteria necessary for the development of the retail areas for the South Terminal of Miami International Airport. The final design solutions shall be the responsibility of the Concessionaire/Tenant and their design consultants with the Miami Dade Aviation Department having final approval rights. Concessionaires and Tenants shall be responsible for verifying design compliance with all applicable local, state and national codes. All materials used must be Class A fire-rated except for the loose items such as furniture.

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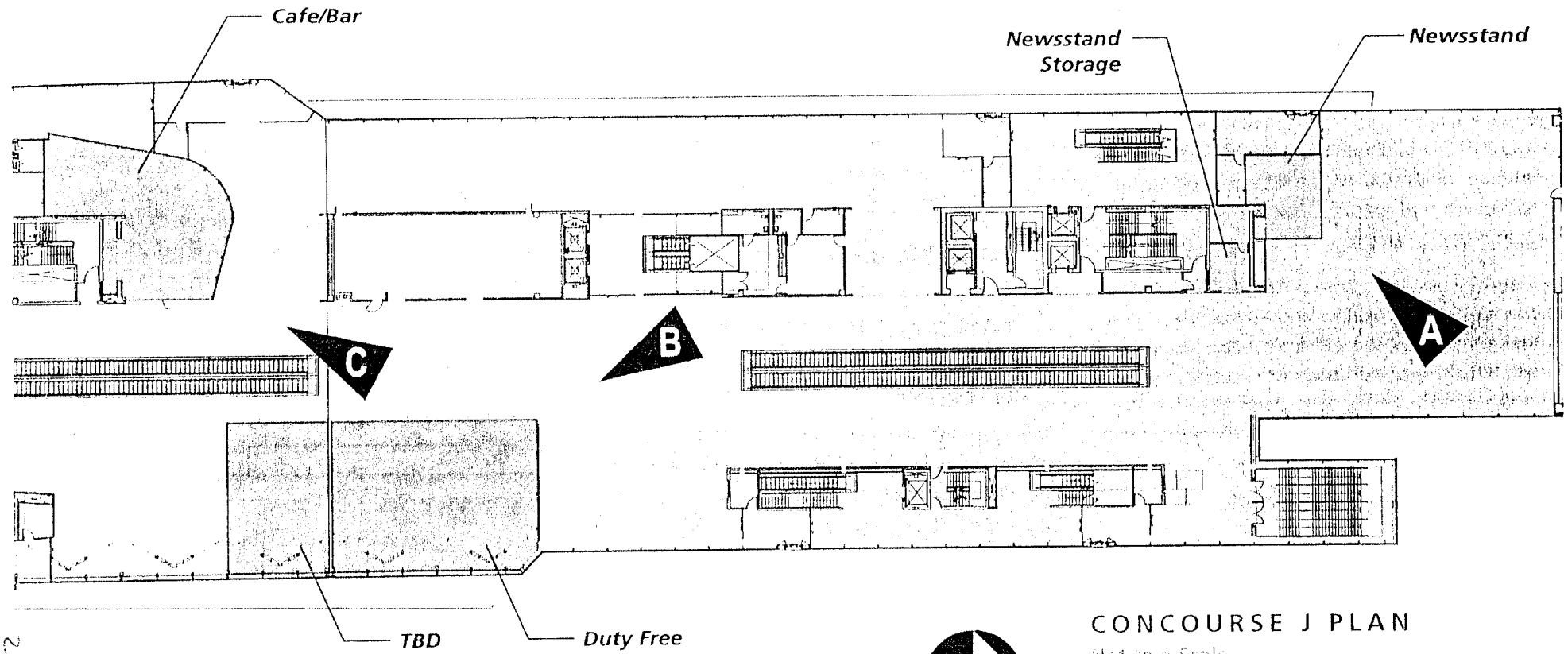

CONCOURSE J PLAN

Not to a Scale

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GENERAL CONDITIONS

Tenant's design solution must integrate signage, display design and merchandising concepts into a complete statement consistent with Tenant's merchandise and market while furthering the sense of quality of Concourse J. Tenant's design must also recognize the essentials of the architecture already in place, utilizing complimentary materials and finishes to create an integrated appearance and respecting the architectural character of the concourse.

STOREFRONTS

The materials used for Tenant's storefront must be durable and of high quality. Natural materials, such as stone and stained fire treated hardwoods, utilizing creative detailing and configurations are strongly encouraged. All materials are subject to review by MDAD. The following materials are not permitted on storefronts:

1. Simulated stone or simulated wood.
2. Plastic laminates.
3. Pegboard fixturing systems.
4. Textured paint, stucco or gypsum board.
5. Plywood paneling.
6. Resilient floor materials, e.g. vinyl sheet or tile, etc. The base of the storefront must be #4 brushed stainless steel to a minimum height of 10".

SECURITY

Tenant may use either overhead rolling grilles or side coiling grilles for their security closure system. Security grilles must be fully concealed during operating hours within the storefront fascia or storage closets that are integrated with Tenant's design. Tenant security will not be permitted to penetrate the base building floor beyond Tenant's lease line. Should rolling or coiling grilles be used:

1. Tenant is responsible for providing MDAD with signed and sealed construction documents outlining structural support for the the grille.
2. Grilles must have a clear anodized aluminum finish and be from one of the following manufacturers:
   - Cookson
   - Cornell
   - Jim Walters Doors
3. Rolling grilles must have an approved means of emergency egress when closed.
4. Controls must be mounted per applicable building codes.

If security devises designed to discourage shoplifting are proposed for any Tenant space, they must be of the overhead type.

COUNTERS & DISPLAYS

The materials used for Tenant's counters and displays must be of high quality to ensure maintainability in the high traffic airport conditions and they should incorporate creative detailing and configurations. Brushed stainless steel, through-body color tile, glass, non-porous stone and composite quartz/solid surface resins are strongly encouraged for counter tops and faces. All materials are subject to review by MDAD.

All displays must be adequately illuminated during the hours of operation as specified by MDAD. Direct visual exposure of bulbs is not permitted.

Cash registers, credit card readers, telephones, espresso machines, condiment/utensil displays and other equipment placed on counters must be either recessed into the countertop or screened from customer view with an integral decorative panel.

Back counters visible to the public must utilize built-in cabinets and/or storage units with a recessed base detail. Finishes and detailing must be consistent with the design, colors, materials and finishes of the rest of the Tenant's presentation.

Tenant's display units must incorporate fully enclosed short-term storage areas for inventory, employee personal effects and Tenant's own trash receptacles and cleaning supplies. Tenant's lease space must be kept clean and uncluttered at all times.

SIGNAGE

Tenant must retain the services of a professionally trained graphic designer to create their graphic identity program. Tenant signage may not interfere with Terminal Wayfinding signage. Tenant must also refrain from colors that are similar to the terminal wayfinding colors.

Electrical service to Tenant's signs shall be from Tenant's electrical panel. All conduit, tubing, raceways, conductors, transformers and other equipment must be concealed.

Animated components, flashing lights, vacuum-formed plastic, internally illuminated box signs with plastic faces and illuminated channel letters with plastic faces shall not be permitted. No advertising will be allowed to be visible from the concourse public areas.

LIGHTING

Tenant's lighting is subject to MDAD review and approval. Merchandise must be illuminated using high intensity metal halide display lighting. Tenants whose

products, such as wines, chocolates or ice cream, may be damaged by high intensity lighting or the heat generated by such lighting will be permitted to use alternate lighting sources. Lighting must not create any glare in the public area. Exposed bulbs must be shielded from view from the public area. No exposed fluorescent fixtures will be permitted.

Compact fluorescent downlights are permitted within the lease space provided that the lamps used have a color temperature of 2700K to 3500K and a minimum color rendering index of 82.

NEWSSTAND

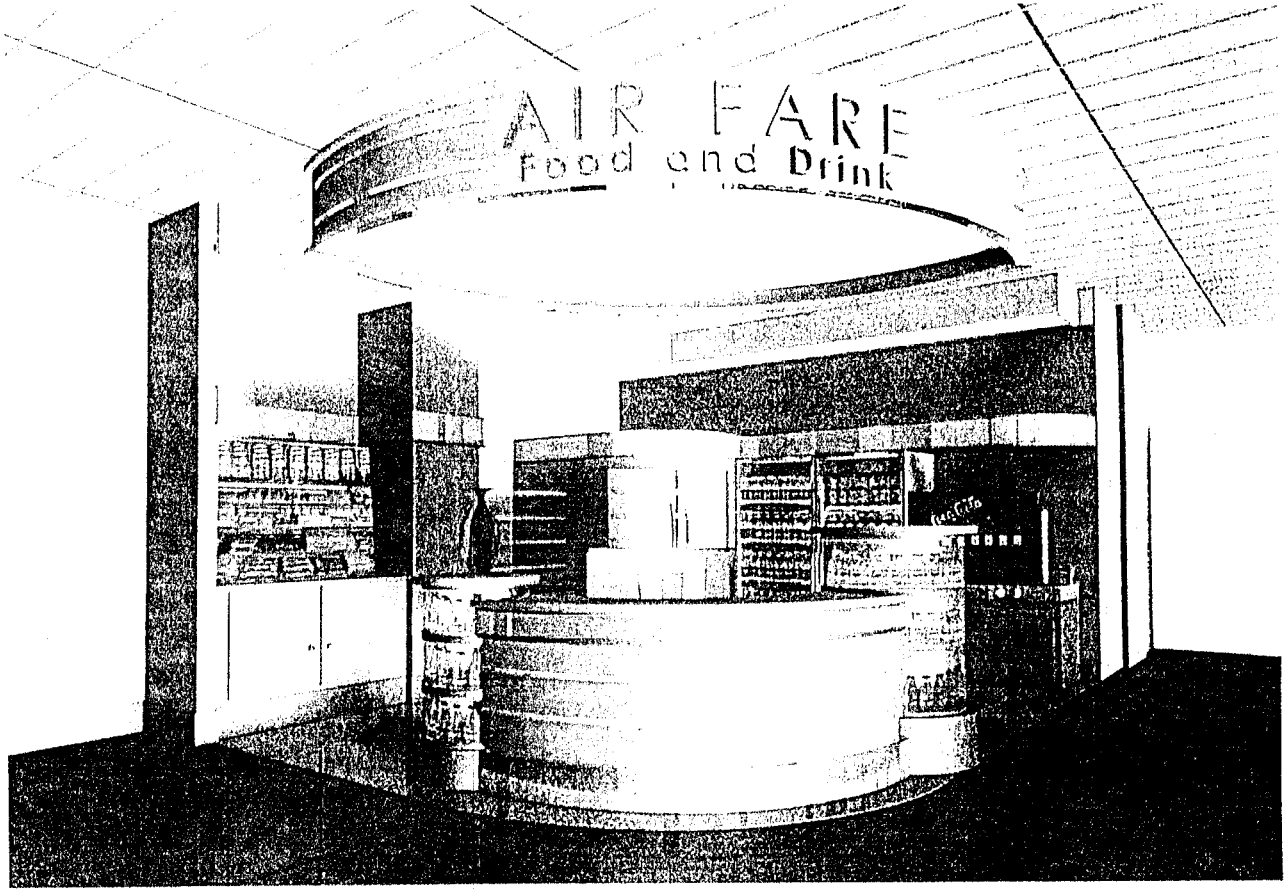
DISPLAYS

The location of this retail space requires that the Tenant pay particular attention to the layout of displays and the queuing for the cash wrap. The Tenant is encouraged to use an open plan, permitting customers to circulate through the space to shop the displays. However, as this space in near the boarding gate, the location of the cash wrap and the cash wrap queuing zone must be clearly defined to prevent confusion among passengers and customers. The bottom 10" of all displays must be a brushed stainless steel.

SECURITY

Tenant's display units must incorporate self-contained security systems, such as locking cabinets, individual roll-down grilles or lockable fabric covers or Tenant may use security closures, such as sliding grilles, that fully enclose Tenant's space. Security closures must be fully concealed during operating hours with fascia panels and/or storage closets that are integrated with Tenant's design. Tenant security will not be permitted to penetrate the base building floor. Should sliding grilles be used:

1. Tenant is responsible for providing MDAD with signed and sealed construction documents outlining structural support for the the grille.
2. Grilles must be a clear anodized aluminum finish from one of the following manufacturers:
   - Cookson
   - Cornell
   - Jim Walters Doors



Newsstand

SIGNAGE

Tenant's primary identity signage must be integrated with a circular canopy-like element, ceiling mounted or supported from Tenant's displays, and oriented towards the primary passenger entry to Concourse J. Tenant's primary identity sign shall not exceed __" (TBD) in height.

TC: Add Zone description for sign not flush to ceiling.

Allowable primary identity sign types include:

1. Push-through acrylic letters projecting a minimum of 1/2" beyond the sign cabinet face.
2. Halo illuminated reverse pan channel letters.
3. Dimensional letters of a minimum 1" thickness and externally illuminated with point source light fixtures.

Secondary signage, such as available products or additional tenant locations, may be placed on the headers of the sales displays. Tenant's secondary identity signs shall not exceed __" (TBD) in height and shall not exceed 80% of the width of the fascia to which they are applied. Internally illuminated fascia panel signs are strictly prohibited.

Allowable secondary identity sign types include:

1. Dimensional letters of a minimum 1/4" thickness, pin mounted from the fascia panel.
2. Dimensional letters of a minimum 3/4" thickness mounted directly to the fascia panel.

CEILING/FLOOR

The existing airport floor and ceiling shall not be modified by Tenant. Any penetrations of the airport ceiling to suspend the primary identity sign must be concealed from public view or finished with an escutcheon plate finished to match the ceiling or brushed stainless steel. Tenant may be permitted to provide a mat for employees at the cash wrap provided that the mat is not permanently affixed to the floor and will not present a tripping hazard.

DUTY FREE

STOREFRONT

Tenant shall provide storefront on three sides of the lease space. A minimum percentage of the storefront must remain visually unobstructed, utilizing either clear glass or being fully open. The primary facade must maintain a minimum of __% (TBD) visual openness. The secondary facades must maintain a minimum of __% (TBD) visual openness. Those portions of the storefront that are opaque must be used as either product display or large format digital output graphics, backlit with an even illumination source. Where used, backlit graphics must be changed a minimum of four times per year.

The top __ feet (TBD) of the storefront must be clear butt-joined glazing, safety laminated, or open to allow the architectural character of the concourse to flow through the space.

Tenant may choose to reclad the architectural base building columns to incorporate them into the appearance of the storefront. Should Tenant choose to reclad the base building columns the new cladding must:

1. Be approved by MDAD.
2. Be maintained by Tenant.
3. Consist of brushed or textured stainless steel to a minimum height of 48" A.F.F.
4. Be complimentary in appearance to the materials, finishes and detailing used throughout Concourse J.

SECURITY

In addition to the permitted grilles, Tenant may use either recessed swinging glass doors or sliding glass doors with panic hardware as security closure.

SIGNAGE

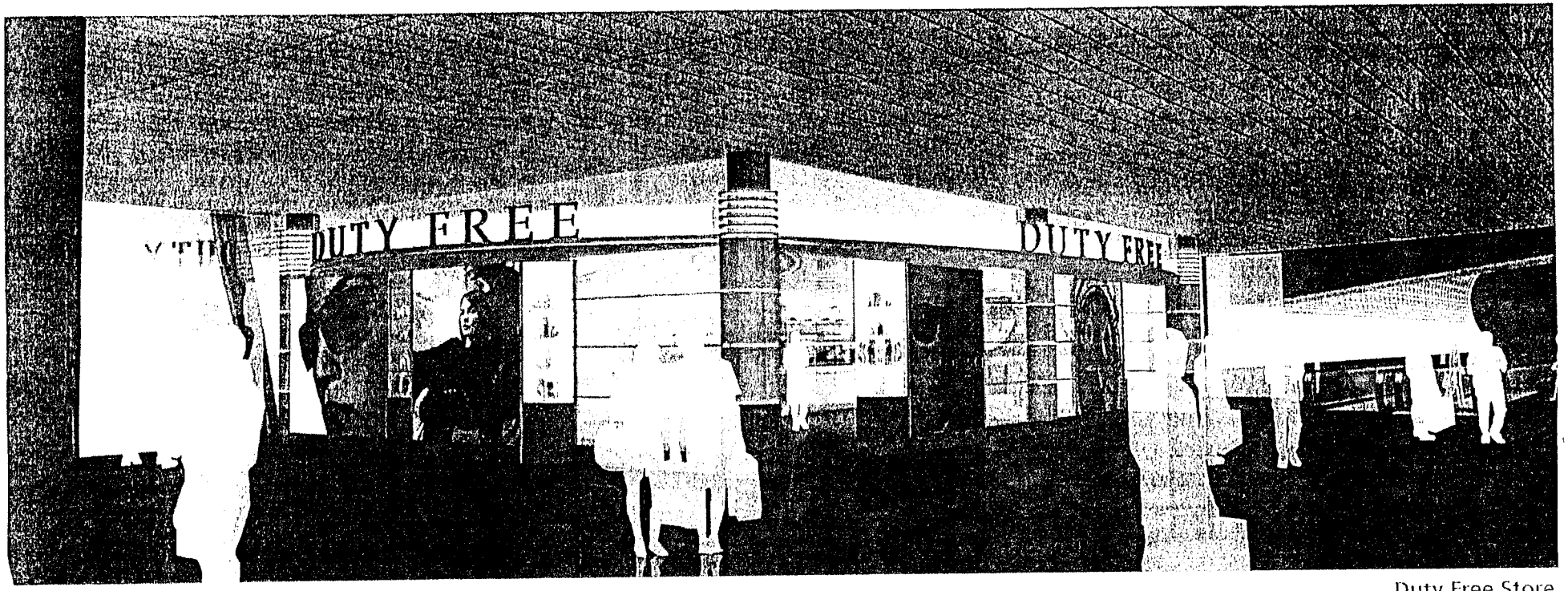
Tenant's primary identity signage is to be mounted to Tenant's storefront parallel to the longitudinal axis of the concourse. Tenant is strongly encouraged to mount the primary identity sign to an armature that is semi-circular in plan to provide some visibility from the ends of the concourse. Tenant's primary identity sign shall not exceed __" (TBD) in height.

Tenant may choose to put signage on the storefront facing the entry to Concourse J. This sign must match the primary sign in quality and appearance. Its size shall not exceed 80% of the area of the primary sign.

Allowable primary identity sign types include:

1. Halo illuminated reverse pan channel letters.
2. Dimensional letters of a minimum 1" thickness and externally illuminated with point source light fixtures.
3. Dimensional letters of a minimum of 2" thickness applied to a back-lighted glass or acrylic surface.
4. Push-through acrylic letters that protrude a minimum of 3/4" from the background surface, internally illuminated.

Secondary signage, such as available products or additional tenant locations, may be placed on the headers of the sales displays or on Tenant's glazing. Tenant's secondary identity signs shall not exceed __" (TBD) in height and shall not exceed 80% of the width of the surface to which they are applied.



Duty Free Store

Allowable secondary identity sign types include:

1. Dimensional letters of a minimum 1/4" thickness, pin mounted from the fascia panel.
2. Dimensional letters of a minimum 3/4" thickness mounted directly to the fascia panel.
3. Vinyl letters applied to the second surface of Tenant's glazing.

FLOORS

1. Floors or public areas may be carpeted, hardwood, thin set ceramic tile, quarry tile, porcelain tile, terrazzo or stone. Resilient flooring may be allowed with MDAD approval.
2. The South Terminal flooring material will be extended to the lease line within the portal entry area by MDAD. Tenant may not alter this flooring in any way.
3. Tenant floor material must be installed at the same elevation as the South Terminal flooring.

CEILINGS

1. Tenant must coordinate the ceiling design with all code, mechanical, fire protection, lighting systems and structural requirements. The minimum ceiling height is 10'-6" above the finish floor except where restricted by existing building conditions.
2. Painted gypsum, wood or metal slat ceiling systems are permitted.
3. 2' x 2' lay-in acoustical tile will be permitted provided it uses either a 9/16" t-grid support system with tegular or reveal edge panel or a concealed spline support system. 2' x 4' grid ceilings will NOT be permitted.
4. Ceiling access panels, where required, will be at Tenant's expense.

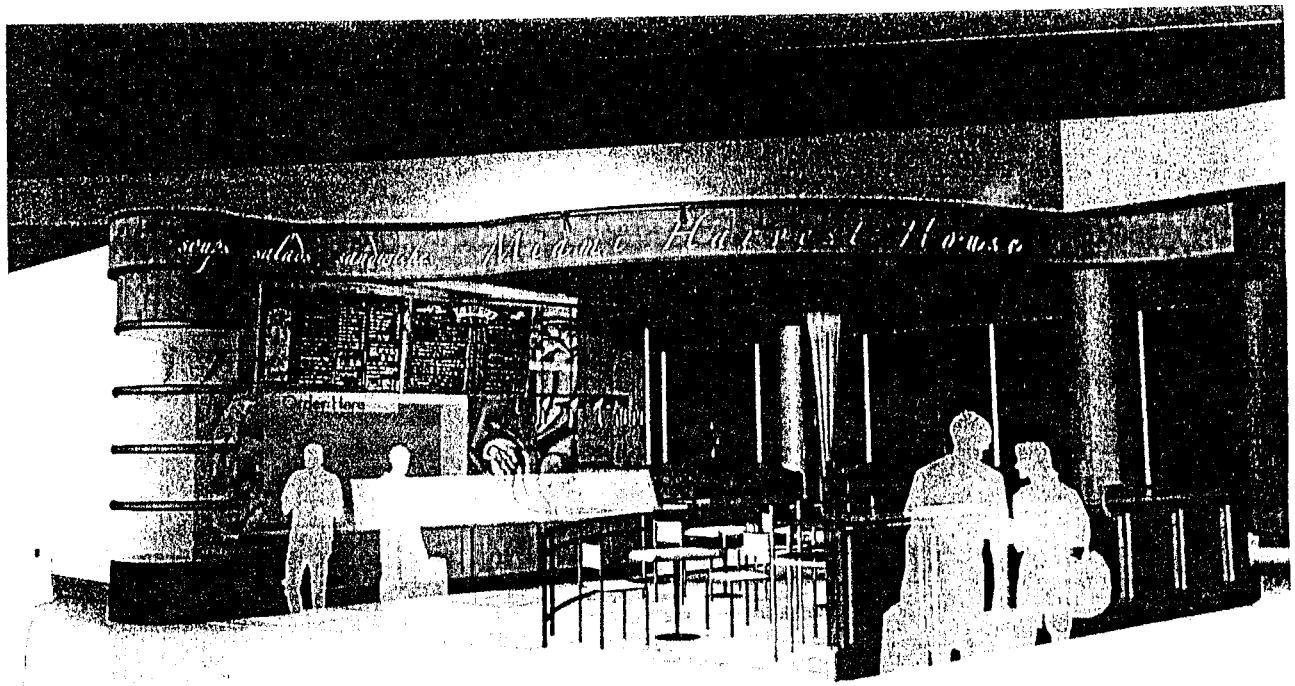
FOOD CONCESSIONS

STOREFRONT

Tenant shall provide storefront on two sides of the lease space. The storefront parallel to the longitudinal axis of the concourse must be the primary entry into Tenant's space. The second storefront may be all glass with a minimal mullion, butt-joined glazing system, safety laminated, a low wall (48" maximum height) with glazing above or open with fixed counters or seating to define the edge of the tenant space. Given the proximity of Tenant's space to the hold room a fully open secondary storefront will not be permitted. Tenant's storefront will not be permitted to be tied to the ceiling or bridge structure above. A minimum of __" beneath the airport ceiling must be kept open. Structural embeds have been provided by the Airport for the purpose of mounting of Tenant's storefront. Tenant's architect must coordinate the location of any storefront supports with the embeds.

A minimum percentage of the storefront must remain visually unobstructed, utilizing either clear glass or being fully open. The primary facade must maintain a minimum of __% (TBD) visual openness. The secondary facades must maintain a minimum of __% (TBD) visual openness. Those portions of the storefront that are opaque must be kept below 48" in height excluding columns, column wraps and mullions required to support the storefront or the closure system..

It is strongly recommended that Tenant provides a partial height column at the juncture between the primary and secondary facades. This column may serve several purposes, including support for Tenant's closure system, support for the secondary storefront, support for a sign armature and decorative light fixture. The column cladding should be complimentary in appearance to the materials, finishes and detailing used throughout Tenant's space and to Concourse J.



Quick Serve Deli

SECURITY

Given the prohibitions on mounting from or connecting to the existing ariport ceiling and bridge, Tenant's architect must carefully consider the design of the security closure system. The closure system must be wholly supported from the floor. Channels or guides necessary for side coiling grilles should be concealed within Tenant's storefront design. Overhead grilles are not recommended due to the structural constraints but will be considered ona case by case basis.

SIGNAGE

Tenant's primary identity signage is to be mounted above Tenant's storefront parallel to the longitudinal axis of the concourse. Tenant's primary identity sign shall not exceed __" (TBD) in height.

Allowable primary identity sign types include:

1. Halo illuminated reverse pan channel letters.
2. Dimensional letters of a minimum 1" thickness and externally illuminated with point source light fixtures.

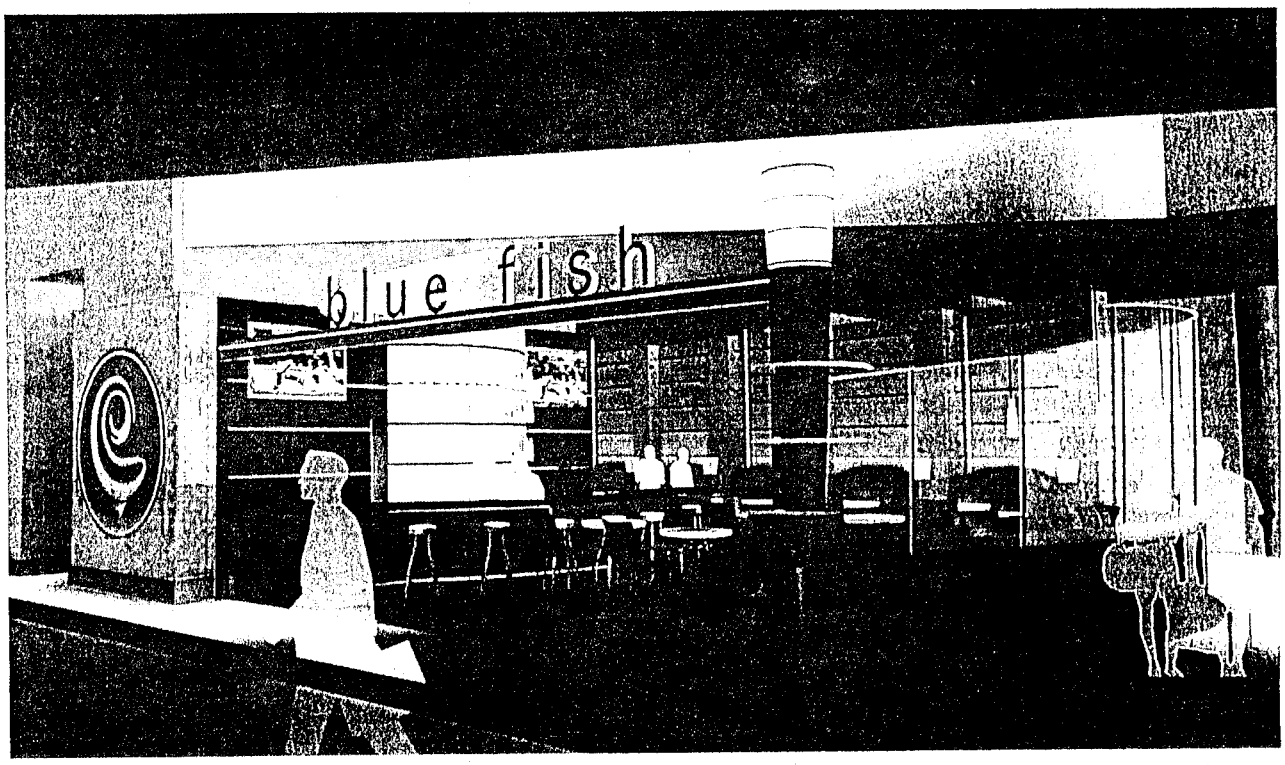
3. Open pan channel letters with exposed neon
4. Push-through acrylic letters that protrude a minimum of 3/4" from the background surface, internally illuminated.

Secondary signage, such as available products or additional tenant locations, may be placed below the primary identity sign, on Tenant's glazing or as a component of Tenant's menu board. Tenant's secondary identity signs shall not exceed __" (TBD) in height and shall not exceed 80% of the width of the surface to which they are applied.

Allowable secondary identity sign types include:

1. Dimensional letters of a minimum 1/4" thickness, pin mounted below Tenant's primary sign.
2. Dimensional letters of a minimum 3/4" thickness mounted directly to a fascia panel below Tenant's primary sign.
3. Vinyl letters applied to the second surface of Tenant's glazing.

Menu boards must be mounted behind the primary service counter, either to an available wall surface or suspended from Tenant's ceiling. The placement of the menu boards, their height above the floor and the size of the text used in the menu item listing must be designed so as to be legible to a middle-aged person standing fifth in line from the counter. Internally illuminated menu boards with photographic depictions of food will not be permitted without prior written consent from MDAD.



Cafe/Bar

FLOORS

1. All floor tile installation shall be of a commercial grade with a non-slip surface.
2. The entire Tenant space floor area must be properly sealed using a Dex-O-Tex, or similar, membrane-type seal prior to the installation of any finished flooring material.

CEILINGS

1. Tenants must provide a painted gypsum board ceiling located in all areas visible to the general public, at a minimum height of 10'–6" above the finish floor.
2. Ceiling access panels, where required, will be at Tenant's expense.
3. Drop-in panels with an approved finish shall be permitted in the preparation and storage areas only, where not visible to public.

SUBMITTAL REVIEW PROCESS

Once the lease is approved, you will have the stated amount of time to complete the following:

A Project Review Team has been created with a representative from each of the following MDAD divisions: Facilities (TAC), Interior Design, Commercial Operations, Fire and Life Safety, South Terminal and Miami Dade County Building Department. The "Team" will have a set meeting monthly in which tenants may submit schematic drawings, certain % drawings, etc. for review. Tenants will attend with their architects and designers to respond to queries and concerns.

Note: The timetable may vary depending upon the completeness of the tenant's submittals and their responsiveness and timely implementation of comments. The other factor that may not be controlled is the response by others outside the Airport employment base such as any environmental (DERM) or other County reviewers.

Steps taken from signing the lease to start of construction

Commercial Operations

STEP 1: 7 days

Tenant meeting is planned by Commercial Operations Departmer with Facilities Project Manager in attendance.

- Provide design guideline handbook.
- Review lease terms and conditions.
- Review permit process.
- Review concept.
- Review financial plan.
- Review phasing/transition plan.
- Review operating standards.
- Provide tenant handbook.
- Describe process for initiating design review.

Commercial Operations/Construction

STEP 2: 30 days
(Prepare Schematic Design Documents)

If the project is not in the master plan or is a deviation from the master plan, then a quick check form is submitted. Otherwise, it is not needed.

- Tenant submits schematic plan, color boards/ materials, etc.
- Commercial Operations arranges meeting with Team.
- Team reviews submittal.

Construction Permitting Process

STEP 3: 30 days
(Prepare Design Development Documents)

Refined design documents are to be submitted by the end of the phase.

STEP 4: 60 days
(Prepare Construction Documents)

Construction documents are to be submitted by the end of the phase.

STEP 5: 15 days

100% construction document review. **THE PERMIT PROCESS BEGI**

STEP 6: 30 days

Tenant revises plans to accommodate review comments.

STEP 7: 15 days

Revised plans are reviewed and back-check completed.

STEP 8: 7 days

Pre-construction meeting is held which includes Commercial Operations.

STEP 9: 1 day

Construction begins – Commercial Operations are notified if and when major changes occur in materials/design, etc.

15 days
30 days
45 days
60 days
75 days
90 days
105 days
120 days
135 days
150 days
165 days
180 days
195 days

GENERAL CONDITIONS

The purpose of this process is to provide guidelines to all involved in the modifications of existing Miami International Airport facilities. The object is to provide an expeditious submittal, review, and approval process. All Tenants, architects, engineers, and contractors must be familiar with the Retail Concession Handbook as well as the applicable sections of the Miami International Airport Design Guideline Manual.

The Miami International Airport Design Guideline Manual is published by MDAD. Its purpose is to inform architects and engineers of acceptable design parameters for the design of construction improvements within the boundaries of the Airport. While this guideline references legally binding codes and standards that have been adopted by the Airport, it is not of itself a code, standard or specification, but rather a guide for the design team. This guideline shall NOT be referenced in construction documents, such as "Note to contractor – Construct in accordance with the Design Guideline Manual."

PROFESSIONAL RESPONSIBILITY STATEMENT

Except as otherwise approved by Planning and Engineering on an individual project basis, the design of any and all facilities located within the boundaries of the Airport must be accomplished by a practicing professional architect and/or engineer duly licensed in the State of Florida. The professional will sign and seal his/her work. Work shall be confined to the field of practice in which the professional is duly licensed by the State of Florida to practice.

INFORMATION RELEASES

It should be noted that news releases and release of information in general are ways that the airport may keep the public informed and may maintain public interest in and support for Airport activities. News releases shall reflect the overall activities, goals and objectives of the Airport as opposed to emphasizing an isolated event. To accomplish this, all communications to the public media must first be submitted to the appropriate controlling authority.

HANDICAPPED REQUIREMENTS

Miami International Airport intends to make facilities accessible to and usable for all persons with disabilities. All building and facilities shall be designed and constructed to provide access by personnel with disabilities. Improvements to existing facilities available to the public will require that handicap requirements are complied with for the entire facility. The design shall use the applicable state and national laws in the design of these facilities.

CONSTRUCTION AND EXISTING CONDITIONS

All new construction at the Airport will require detailed information on the source of funds to be used to pay for the costs of the proposed improvements before a permit to proceed is released. To assist the Tenant in satisfying these requirements, a form Affidavit of Funding and Certification Letter is available from the Airport.

Tenant construction shall proceed only on the basis of drawings approved by the Project Coordinator in writing. Changes made between approved drawings and actual construction will require alterations to comply with approved drawings at Tenant's expense.

Tenant Contractors are required to submit one set of construction documents to the Airport prior to start of construction to verify that construction is proceeding from a final approved set of drawings. After verification by Airport, these drawings must be used in the field.

No approval of a plan by the Airport shall be deemed to encompass any variance from this document unless the variance has been so identified in the submitted plans.

In case of any deviations between these criteria drawings and those of the Airport's Lease Outline Drawings, the latter will apply. After receiving Lease Outline Drawings and prior to starting construction, the Tenant shall provide complete working drawings and specifications for the construction of the leased premises for the Airport's written approval.

During all phases of plan development prior to the construction bidding process and/or commencement of construction, the Tenant shall make a physical on-site inspection of the demised premises or have their Tenant do so.

Tenant must verify the [illegible] physical dimensions of the demised [illegible] conformance of the final [illegible] shall be at the [illegible]

CONSTRUCTION WALL

Each Tenant is required to install a temporary construction wall to prevent dust, noise, and unauthorized access.

1. Construction wall is to be installed three feet from Tenant's Lease Line.
2. Wall is to be constructed of white vinyl covered gypsum board on 3-5/8" metal studs. Mechanical attachment of metal studs to airport floor system or bulkhead is NOT permitted. Other means of securing wall must be used, i.e. double sided tape.
3. Doors in wall are to be painted wood to match vinyl gypsum board. A lock is to be provided and a key is to be given to MDAD's representative for access.
4. All signage to be placed on construction barricades must be approved by MDAD prior to installation.

SUBMITTAL REQUIREMENTS

PRELIMINARY SCHEMATIC DESIGN

(Step 2 in chart on page 32)

1. Key plan showing location of shop within the Airport Terminal Building.
2. Preliminary floor plans (scale ¼" = 1'-0") indicating interior design concept.
3. Typical interior elevations (scale ¼" = 1'-0").
4. Storefront elevation and section, including any graphics and signage. Indicate all materials and finishes (scale ¼" = 1'-0").
5. Preliminary finish schedule.

DESIGN DEVELOPMENT

(Step 3 in chart on page 32)

1. Key plan showing location of shop within the airport building.
2. Building plans – floor plans, framing plans, sections, elevations, plumbing and mechanical (including design criteria and loads), fire protection and fire detection, electrical and illumination (including tabulated loads), graphics/signing, and design data.
3. Outline specifications.
4. Revised cost estimates and construction schedule.
5. Perspective rendering.

Tenant schematic and design development drawings must be approved before preparing contract documents. Prior to the start of any construction projects on the Airport in which the applicant bids or lets the contract, the Director must approve a Tenant Construction Application.

CONSTRUCTION DOCUMENTS

(Step 4 in chart on page 32)

Construction documents are not to begin until all comments from the schematic and design development phases have been incorporated and approval from the Airport Coordinator is granted.

This phase should include the following:

1. Key plan showing location of shop within the Airport Terminal Building.
2. Floor plans (¼" = 1'-0") indicating storefront construction materials colors and finishes as well as sliding door track location (if required), location of partitions and type of construction, placement of merchandising fixtures and toilet room locations indicating placement of plumbing fixtures.
3. Reflected ceiling plans (¼" = 1'-0") indicating ceiling materials, various heights; location of all light fixtures, their manufacturer's name and catalog number; lamps to be used and mounting (recessed, surface, etc.); location of sprinkler heads and HVAC grilles.
4. Storefront elevation and section (¼ = 1'-0"), including any graphics and signage. Indicate all materials and finishes.
5. Interior elevations, sections, and details sufficient for construction (¼" = 1'-0").
6. Interior finish schedule.
7. Final material samples and color chips firmly attached to 15" x 20" illustration boards. All samples and materials must be clearly labeled and keyed to the appropriate drawings. Sample boards are to be retained by the MDAD Commercial Department for reference as Tenant's construction progresses.
8. Sign details (1 ½" = 1'-0") indicating elevation and section views, letter style and size, all colors and materials, methods of illumination, color of illuminate and voltage requirements. Food Tenants to include menu board details as well as proposed method of temporary signage (sales, daily or weekly specials) including location, size, materials, color, letter type and framing method.
9. Mechanical drawings, including electrical, HVAC, plumbing and sprinkler, and load summaries.
10. Drawings must indicate connected electrical loads, weights of heavy equipment, cases, etc.
11. Specifications not on drawings should be submitted on 8 ½" x 11" paper, three sets.

The documents at this point should contain all of the revisions required prior to this submittal. They should be ready to be signed and sealed pending South Terminal and Miami Dade County Building Department approval. Once these documents are approved, signed and sealed, documents can be provided to contractors for bidding or award.

ADDITIONAL SUBMITTALS

In addition to the documents described above that are required for the permitting process, the MDAD Commercial Department requires the following Tenant submittals for their review and approval: merchandising and/or menu lists, pricing schedule, hours of operation and staffing schedule. Tenants and concessionaires that provide public seating within their establishment or in other publicly accessible areas must also provide samples of the tables and chairs for testing by the MDAD staff. These submittals must be made during the Preliminary Schematic Design phase.

RECORD DOCUMENTS

At the completion of construction activities, the Airport record documentation as required by the Miami International Airport Design Guideline Manual shall be provided.

RETAIL CONCESSIONS DESIGN GUIDELINES

MIAMI INTERNATIONAL AIRPORT

north terminal

January 5, 2005

Note: Pages 2 and 10 are intentionally omitted.

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Plan..... 6
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General Criteria..... 18
Storefront and Signage Diagrams..... 20
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Welcome to the Miami International Airport family. In the pages that follow, the Miami Dade Aviation Department (MDAD) has set forth its vision and goals for the North Terminal to assure achievement of the highest possible quality. This process of working jointly as a team focused on a single outcome should be rewarding to all team members. These thoughts have guided the development of the Retail Concession Design Guidelines for Miami International Airport. Concessionaires/Tenants will benefit greatly from an understanding of the quality standards as set forth in this document. The purpose is for the best possible finished project to be achieved.

The four cornerstones upon which all MDAD business activities are based are:

- Safety and Security
- Customer Service
- Economic Vitality
- Environmental Responsibility

The Design Principles set forth in this document:

- Demonstrate a commitment to quality in the development of the retail and public areas within the existing Central Terminal and in the new North and South Terminals.
- Guide the Concessionaires/Tenants to quality design solutions, resulting in a world class shopping experience for the Miami International Airport traveler and visitor.
- Provide visual analogies, examples and metaphors to illustrate the stated principles, all without inhibiting the Tenant's ability to incorporate its unique design and operating philosophy on the completed project. It is not the MDAD's intent to design these areas.
- Create the assessment tool for use in reviewing design proposals from prospective Tenants.

It must be understood that MDAD will work in close collaboration with the selected Tenants to properly interpret these guidelines, while retaining control of the design process. This collaboration and interpretation will apply to both the common areas and the tenant storefronts and interiors that fall within the agreement terms.

MDAD looks forward to working with a talented team to develop an exciting concession program, one that reflects the extraordinary Greater Miami Dade community.

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Imagine an environment, a world-class location with remarkable visibility and millions of affluent travelers with available time. Imagine that environment filled with an enviable portfolio of brands, shops and services that are synonymous with the energy, fashion and style that visitors from around the world have come to associate with Miami and south Florida.

The North Shops at Miami International Airport are just such a place.

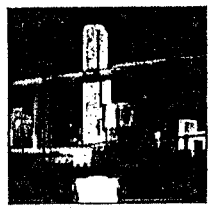
This retail opportunity, located in Miami International Airport's North Terminal, provides tenants with a stylish, safe, peaceful, captivating and convenient environment filled with individuals and families who wish to dine and shop while at Miami International Airport. Travelers just setting out or returning from a memorable vacation, those with long layovers and the need to bring unique gifts back to their loved ones in their respective cultures all add up to a spectacular demographic, with time and money on their hands.

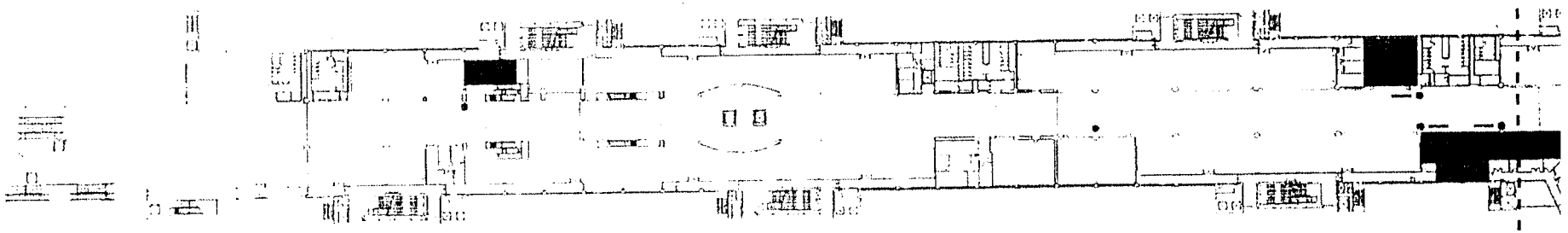
8x2

Miami's **North Shops** will exceed the expectations of arriving travelers by creating an environment befitting the airport's position as the Southern Hemisphere's premier portal to Miami, south Florida and the United States. For others, Miami International's North Terminal is the gateway to Latin America. The North Shops retail district will feel at once familiar and fresh to the visitor, reflecting the warmth, style, culture and diversity of classic Miami.

The goal in creating this retail area is to enhance and complement the new architectural character of the North Terminal. The Miami Dade Aviation Department (MDAD), along with its planners, architects and designers, is mindful of the rigorous operational and functional challenges associated with airport operations everywhere. Miami International Airport's Design Guidelines address these challenges to ensure that the North Shops accomplish the concession objectives within the framework of the essentials of the architecture.

The **North Shops** will offer marked advantages to Tenants. The North Shops truly live up to the axiomatic "location, location, location." After clearing the new state of the art security checkpoints, virtually every passenger will get full views of the North Shops as they walk to their concourse and gate. This will afford retailers and food and beverage operators an unimpeded opportunity to display a variety of retail and food service offerings.



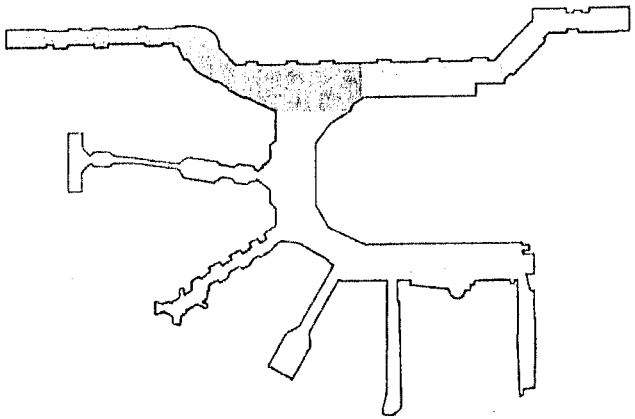


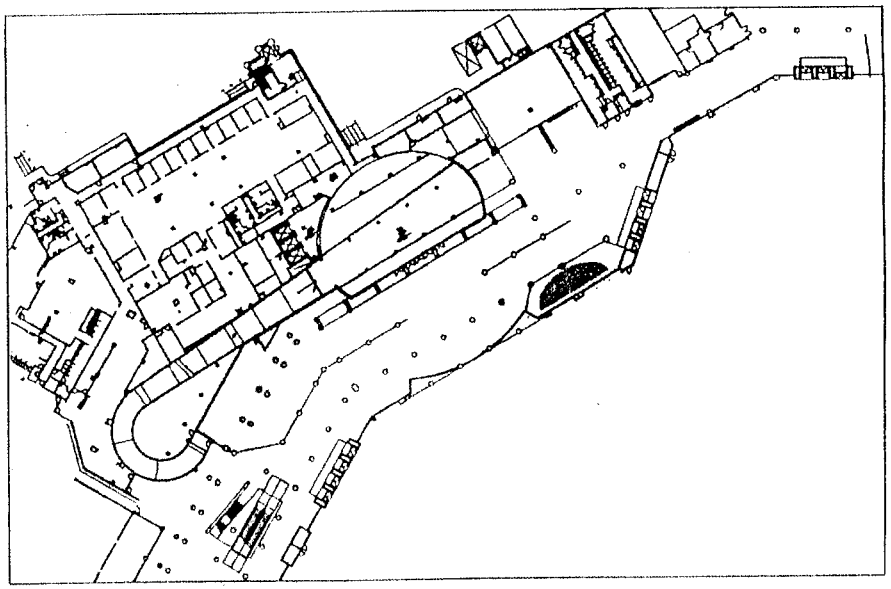
retail

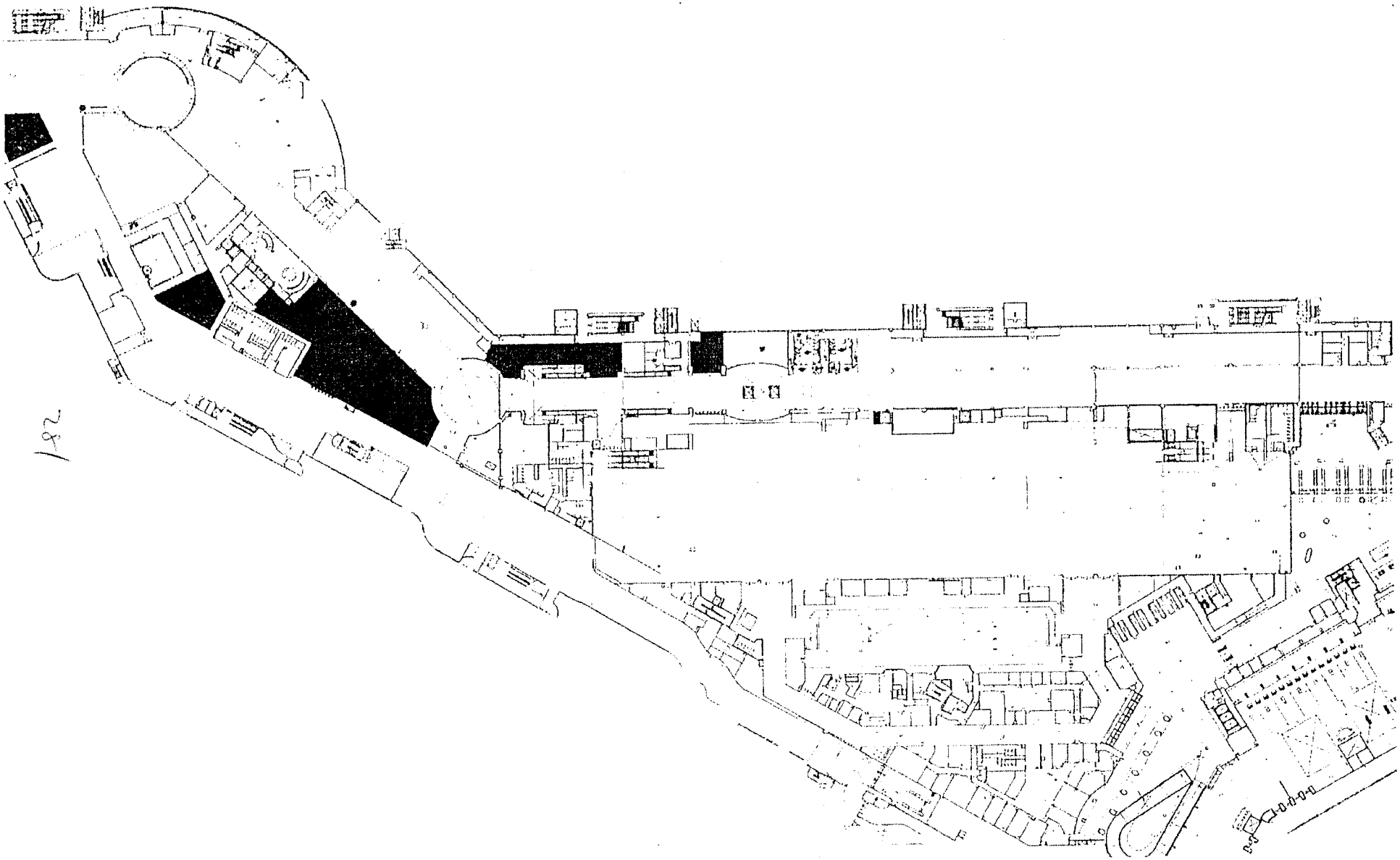
food and beverage

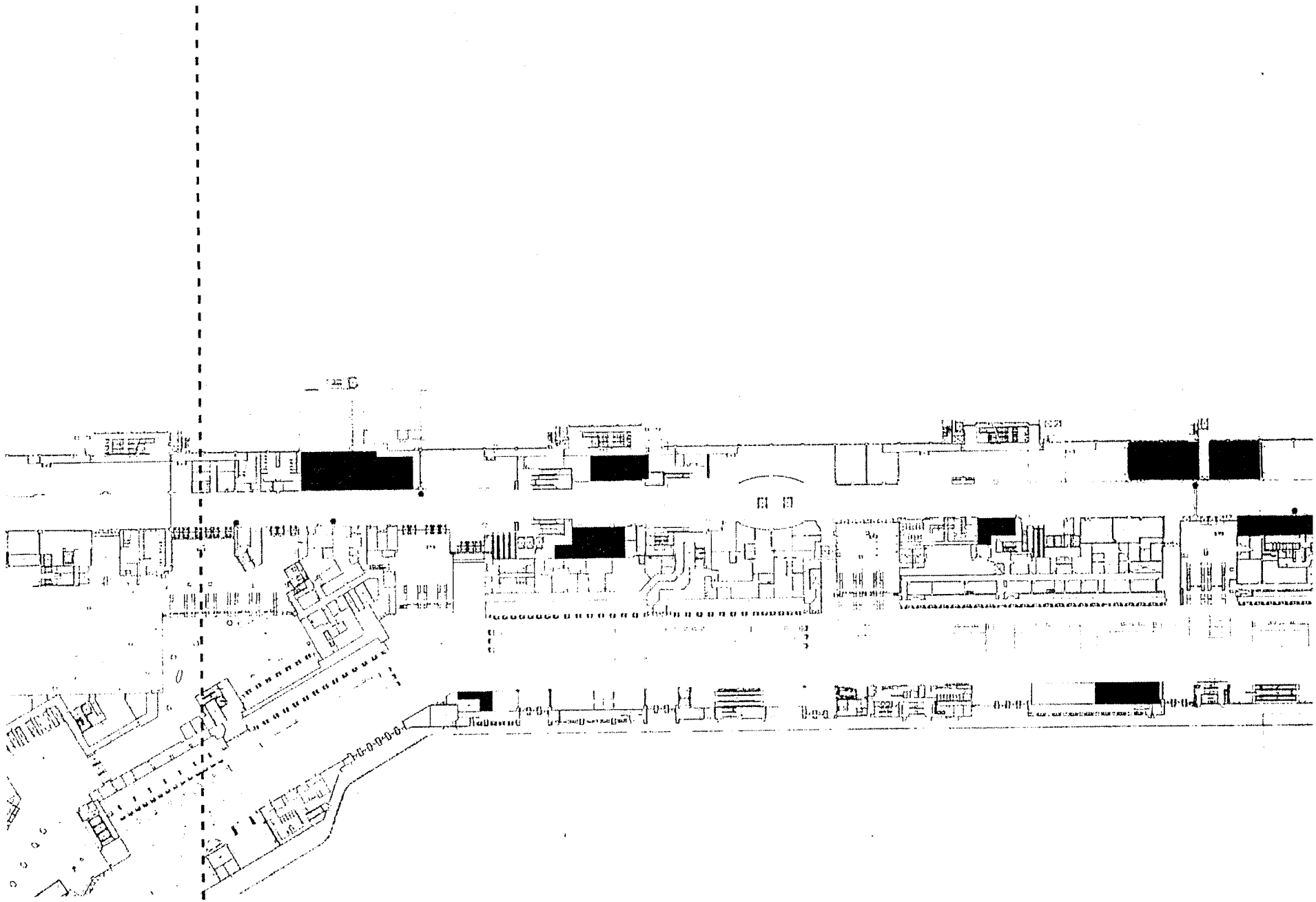
potential blade sign

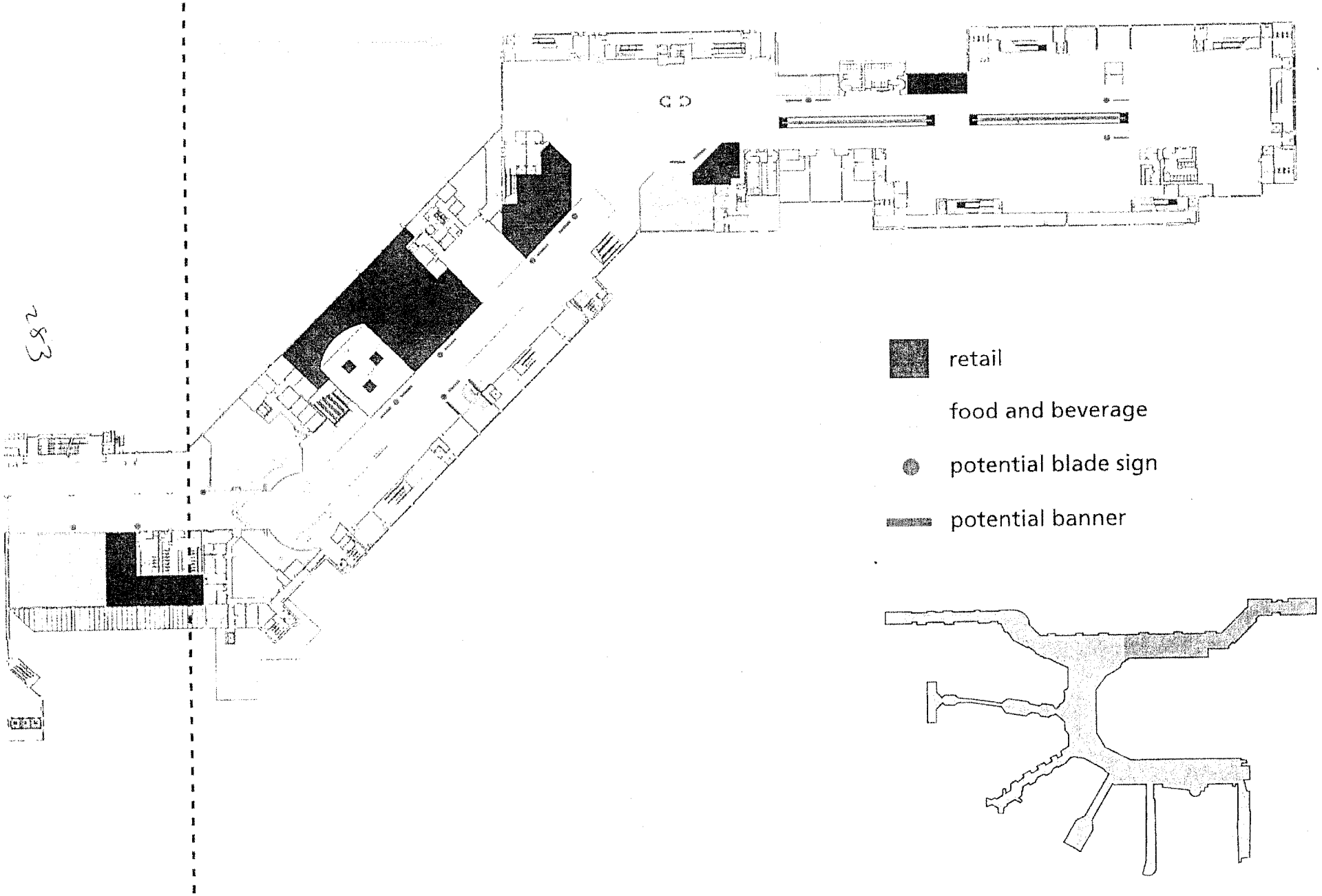
potential banner







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retail
food and beverage
potential blade sign
potential banner

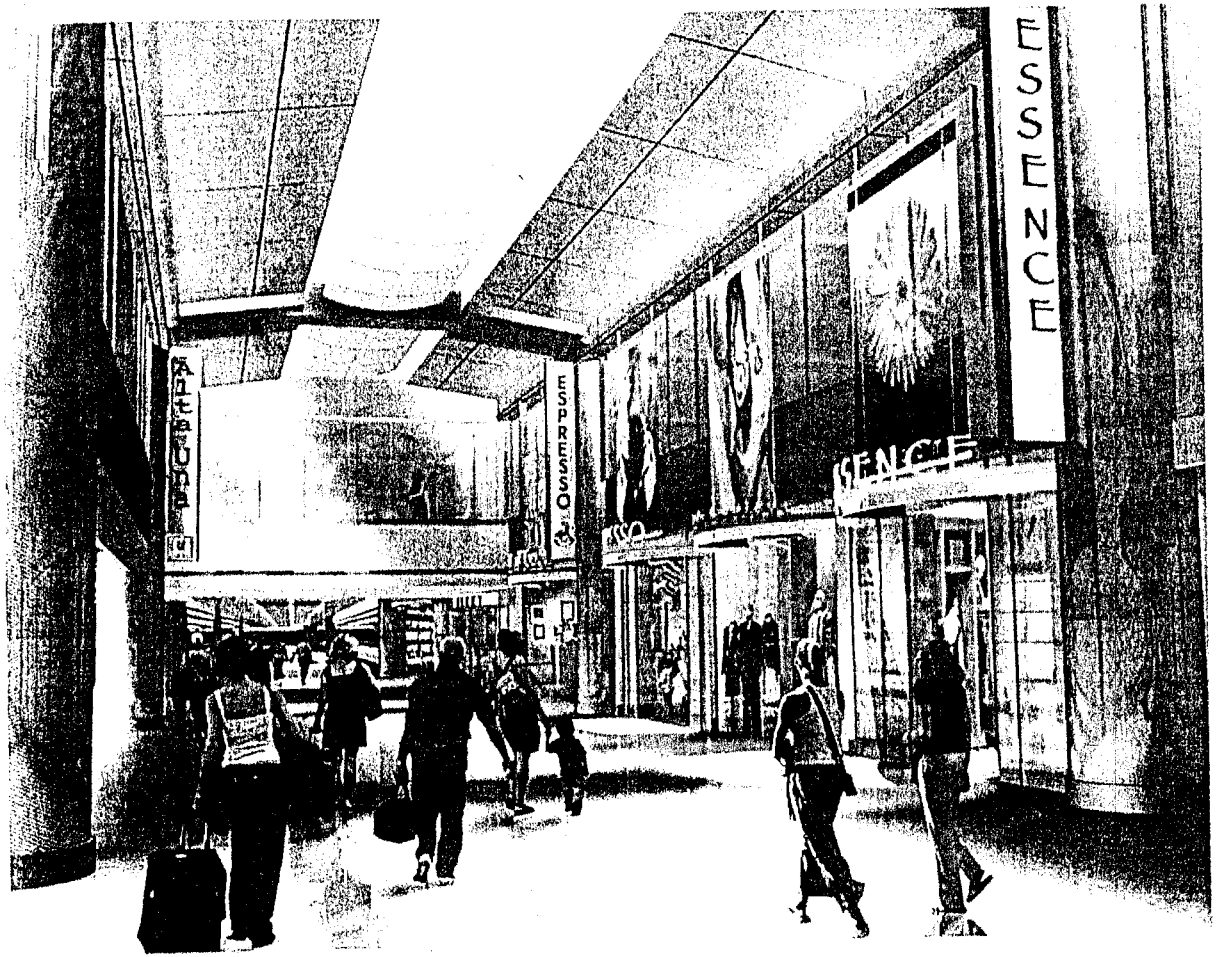
INTRODUCTION

The purpose of the Retail Concessions Design Guidelines is to familiarize the Tenant with the Miami International Airport—its scale, character, new image and the atmosphere to be created. These guidelines explain the intent and key design issues to ensure quality design throughout the project. The guidelines provide a framework within which the tenants are encouraged to create original, distinctive store designs appropriate for their image and that of Miami International Airport.

for tenant improvements together with the Lease exhibits and the Lease Outline Drawings comprise the Tenant Package. Each Tenant must be familiar with the intent, scope and detailed requirements of these guidelines.

for tenant improvements are guidelines for Tenants. Tenants and their design architect should discuss specific thoughts about their design concepts and raise any questions about the document with the Airport concession design coordinator before beginning design work.

These guidelines are intended to encourage freedom of individual expression in design and to set forth a common point of departure for the benefit of all Tenants. The design of the tenant storefronts within Miami International Airport has been undertaken with the dual aim of ensuring the success of each individual Tenant while at the same time maintaining a consistent look and feel throughout the airport concourse.



DESIGN PRINCIPLES

Maximize tenant storefront height within building structure.

Increase tenant impact and perceived storefront height by utilizing upper level building surfaces for tenant identity.

Maximize opportunities for tenant brand expression/advertising.

Manage overall quality of North Terminal shops by harmonizing vocabulary of tenant expressions without compromising national or regional tenant brand recognition.

Large scaled, glowing perpendicular signs carry tenant names, colors and logo.

Large scaled, full color tenant imagery over storefronts promotes tenant brand expression and advertising.

Maximize tenant storefront visibility and tenant graphic/display flexibility.

DESIGN PRINCIPLES

Create retail "lantern" effect by balancing light levels in terminal corridor with specialized display lighting within tenant storefront display zones.

Use theatrical lighting to accentuate tenant entrances and achieve tenant brand colors in signing and on storefronts.

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Minimize projecting horizontal surfaces visible from 3rd floor to avoid dust collecting.

Minimize 3rd level glare from tenant storefront lighting.

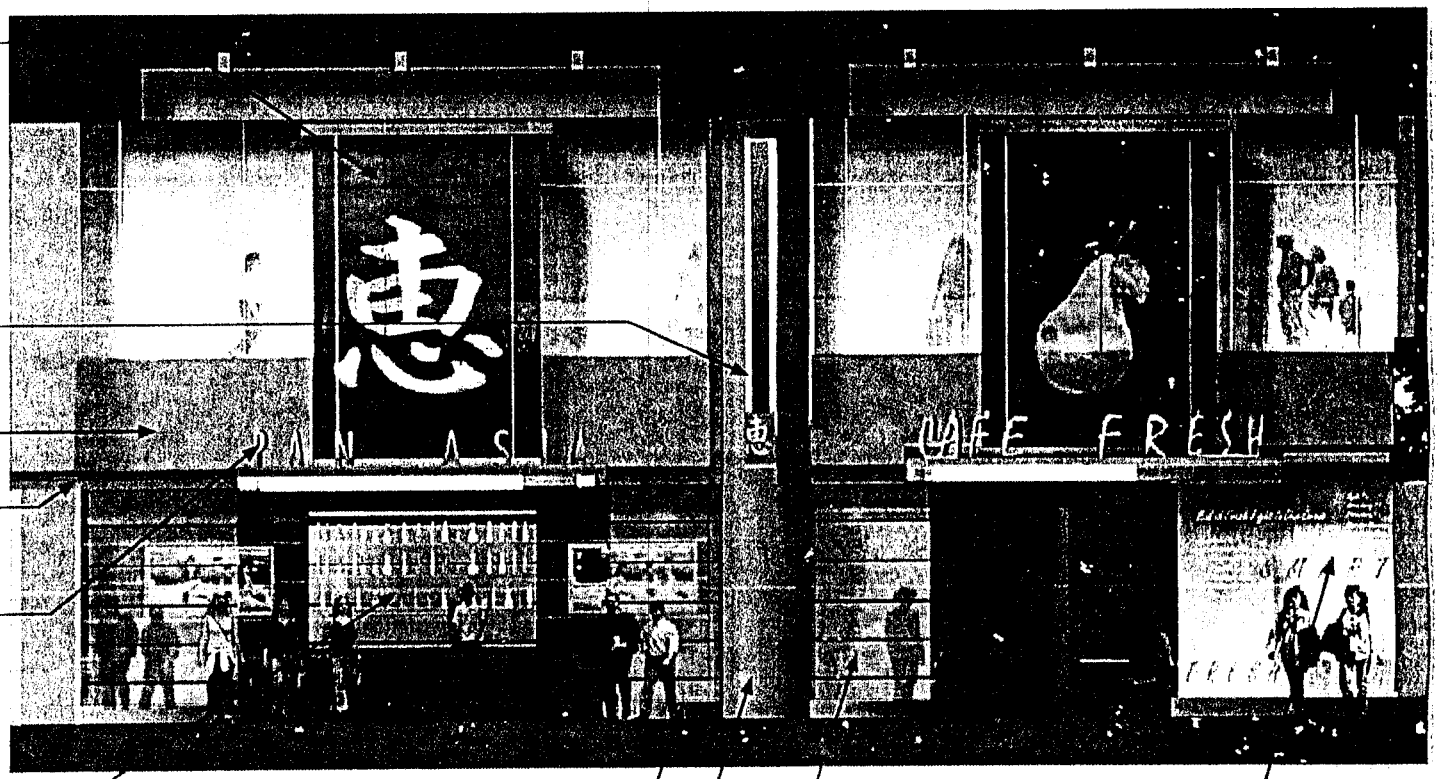
STRIVING TO...

[illegible] the expectations of arriving travelers by creating an environment befitting of the airport's position as the portal to Miami. The new area should feel at once familiar and fresh and it should reflect the warmth, sensibility and diversity of classic Miami.

[illegible] entertain and capitalize on the travelers with long layovers and the exceptionally large numbers of "greeters" present at the airport.

[illegible] an environment with long-term viability that is attractive to world class retailers while supportive of the unique demands of airport retail.

[illegible] these objectives without revisiting the essentials of the architecture already in place.


Large format digital graphic printed on vinyl scrim material. Graphic is printed on both surfaces of the scrim with the image mirrored on the back surface. Scrim graphic to be stretched between two 1 3/4" x 5" painted aluminum tubes
Illuminated perpendicular sign with tenant identity and logo
Bulkhead by Airport
Air diffuser, by airport, must not be blocked by tenant graphic
1 ½" thick frosted acrylic letter forms. Color of letter is from colored light transmitted up from the horizontal curved base.
Butt jointed glass or open storefront
10" brushed stainless steel base
Existing column
Clear glass
Glass with translucent graphic to conceal pocket for closure system of Tenant

CAFE FRESH
PASTA FRESCA
Fascia Identity sign
Large graphic image as secondary tenant identity
10" brushed stainless steel base
Opaque digital graphic image applied to second surface of glazing to conceal closure system or existing building opaque walls

022

GENERAL CRITERIA

All improvements by the Tenant must be approved by the Airport in writing in advance of construction and installation. The approval procedure is outlined in the Tenant Submittal section.

Concessionaires and Tenants shall be responsible for verifying design compliance with all applicable local, state and national codes. All materials used must be Class A fire-rated except for the loose items such as furniture. Tenants are also required to review the MDAD Terminal Operational Standards, the MDAD Design Guideline Manual and the Life Safety Masterplan. These documents are available at www.miami-airport.com

The guidelines set forth in this package are intended for use by all Tenants including those who have a nationally or regionally recognizable storefront design and who wish to use that design at Miami International Airport. National and regional Tenants are expected to review the design of the Airport and adapt their storefronts to ensure compatibility.

All storefront treatment must be full width and height and abut the demising partition (party wall between two Tenants) or column.

Metal stud framing only will be provided at demising partitions. All partitions must have a one-hour fire rating.

All storefront elements are to be designed by the Tenant, except as noted elsewhere in the Tenant Package.

All storefronts, excluding doors, must have a 10" base of stainless steel with a #4 brushed finish.

The level of the finished floor within the Tenant area must correspond exactly with the level of the Airport finished floor at the Lease Line. No depressed floor slabs will be permitted.

The Tenant's flooring will terminate at the Lease Line. The Tenant is required to provide a transition from the Airport finish floor to the Tenant's flooring. The transition material must not create a tripping hazard and is to be maintained by the Tenant. Acceptable materials include metal or stone.

Storefronts are to be a full height butt glazed system.

The overall ceiling height within Tenant areas is to be a minimum of 8'-6" and a maximum of 12'-6" if existing construction allows. All ceiling material must be non-combustible, equal to class "A" installation.

Use of the following materials is STRICTLY PROHIBITED on storefronts:

a. Simulated versions of wood.

b. Pegboard or slatboard walls or fixturing systems.

c. Vinyl wall covering, fabric or wallpaper.

d. Large areas of plain, smooth painted drywall.

e. Fake paneling, pre-finished or scored plywood products, diagonal wood siding.

f. Highly textured paint or stucco.

g. Shingles, cork or carpet.

h. Brick or simulated brick.

The Tenant is responsible for providing MDAD with signed and sealed construction documents outlining structural supports for rolling grilles. The following types of store closures are permitted:

a. Sliding – single track, "herculite" style sliding glass doors, located at or behind the Storefront Closure Line. Sliding doors shall be enclosed in a pocket or become the rear enclosure of the display window. All sliding door tracks are to be surface mounted. No depressions are permitted in the floor slab for this or any other purpose.

b. Hinged – fully recessed, out-swinging, multi-pane, fully glazed or frameless glass doors on pivots are encouraged when necessary. Swing doors must be fixed in the open position during business hours.

c. Coiling – vertical grilles are acceptable provided they are totally concealed during operating hours. Grilles must be independently supported. Rolling grilles must have an approved means of emergency egress when closed. Clear anodized aluminum grilles by one of the following manufacturers will be permitted:

Dynamic Closures - "Starlight" SY26, Straight Pattern

Cookson Company - "Classic" 126

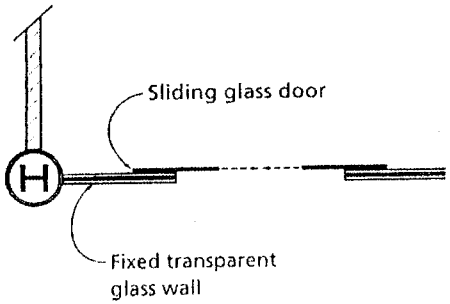
Cornell Ironworks - "Visionglide"

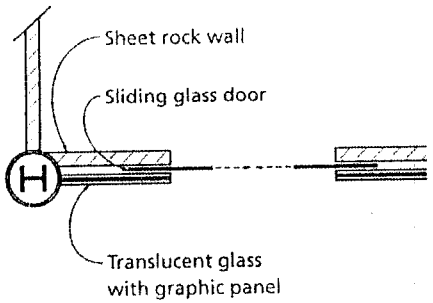
A maximum of 25% of the total storefront area may be opaque, except in fully glazed corner condition areas. The opaque surface visible to the public must be glass that is either heavily frosted or has a large output graphic mounted to the inside surface of the glass. When space permits, the Tenant may construct a smooth sheet rock wall 4" to 6" behind the glass to serve as a reflector for indirect lighting illuminating the glass storefront from behind.

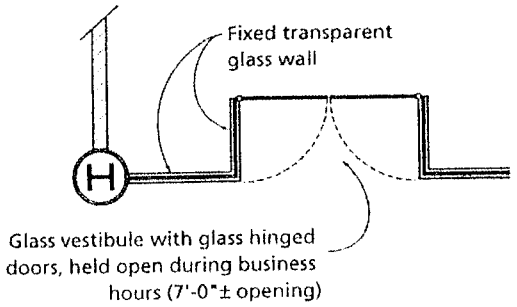
Storefronts will be reviewed for design approval by the Airport on an individual basis.

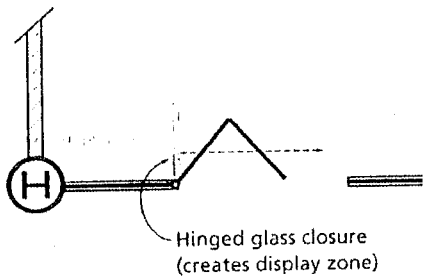
Tenants are not permitted to construct mezzanines in the Tenant lease premises without the written approval of MDAD.

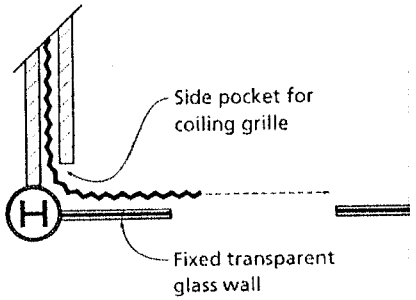
Tenants with secondary frontage on gate-hold areas are strongly encouraged to use that frontage for display and second entries to their space or open cafe seating to maximize visibility and accessibility of the unit.

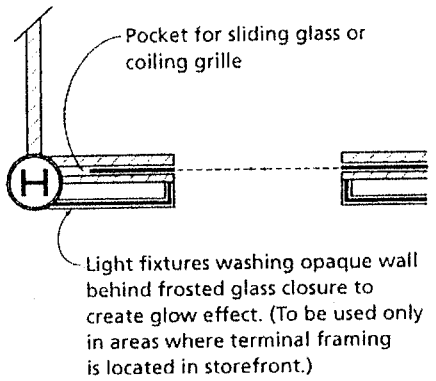

Sliding glass door
H
Fixed transparent
glass wall


Sheet rock wall
Sliding glass door
H
Translucent glass
with graphic panel

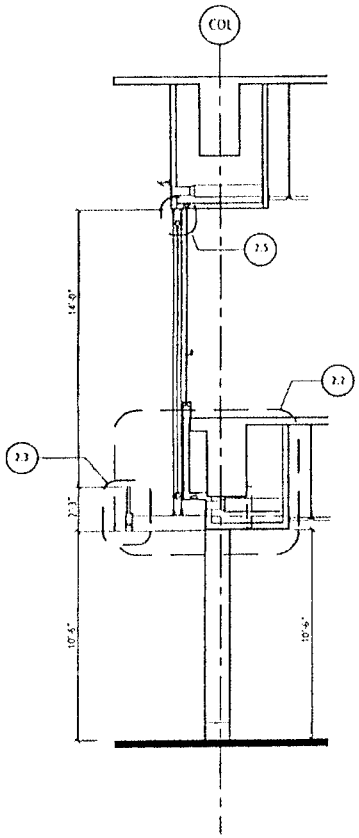

Fixed transparent
glass wall
H
Glass vestibule with glass hinged
doors, held open during business
hours (7'-0"± opening)

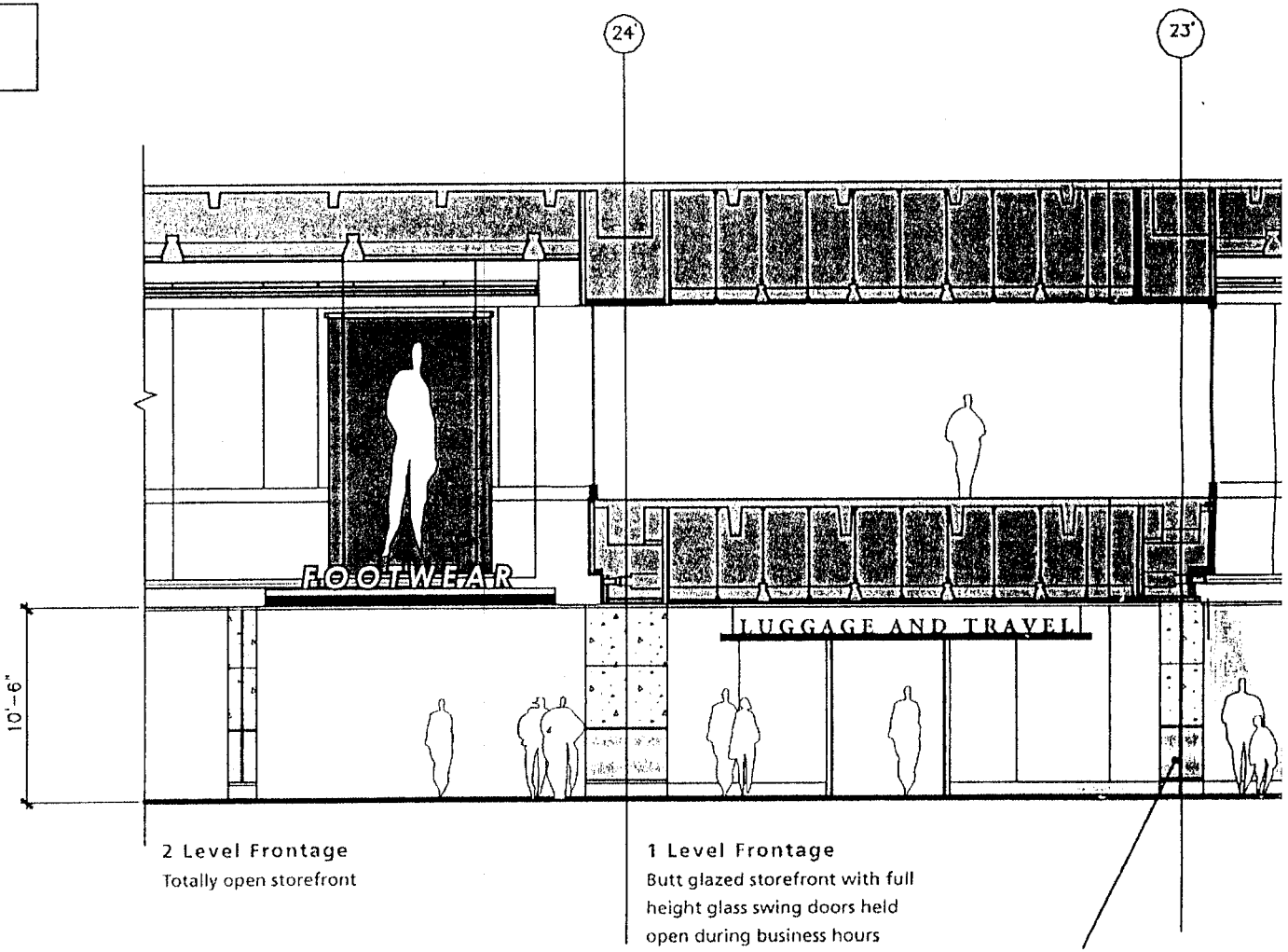

H
Hinged glass closure
(creates display zone)


Side pocket for
coiling grille
H
Fixed transparent
glass wall


Pocket for sliding glass or
coiling grille
H
Light fixtures washing opaque wall
behind frosted glass closure to
create glow effect. (To be used only
in areas where terminal framing
is located in storefront.)

STOREFRONT AND SIGNAGE DIAGRAMS

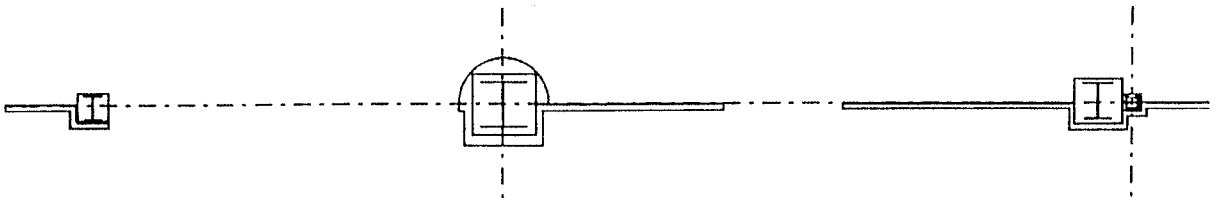


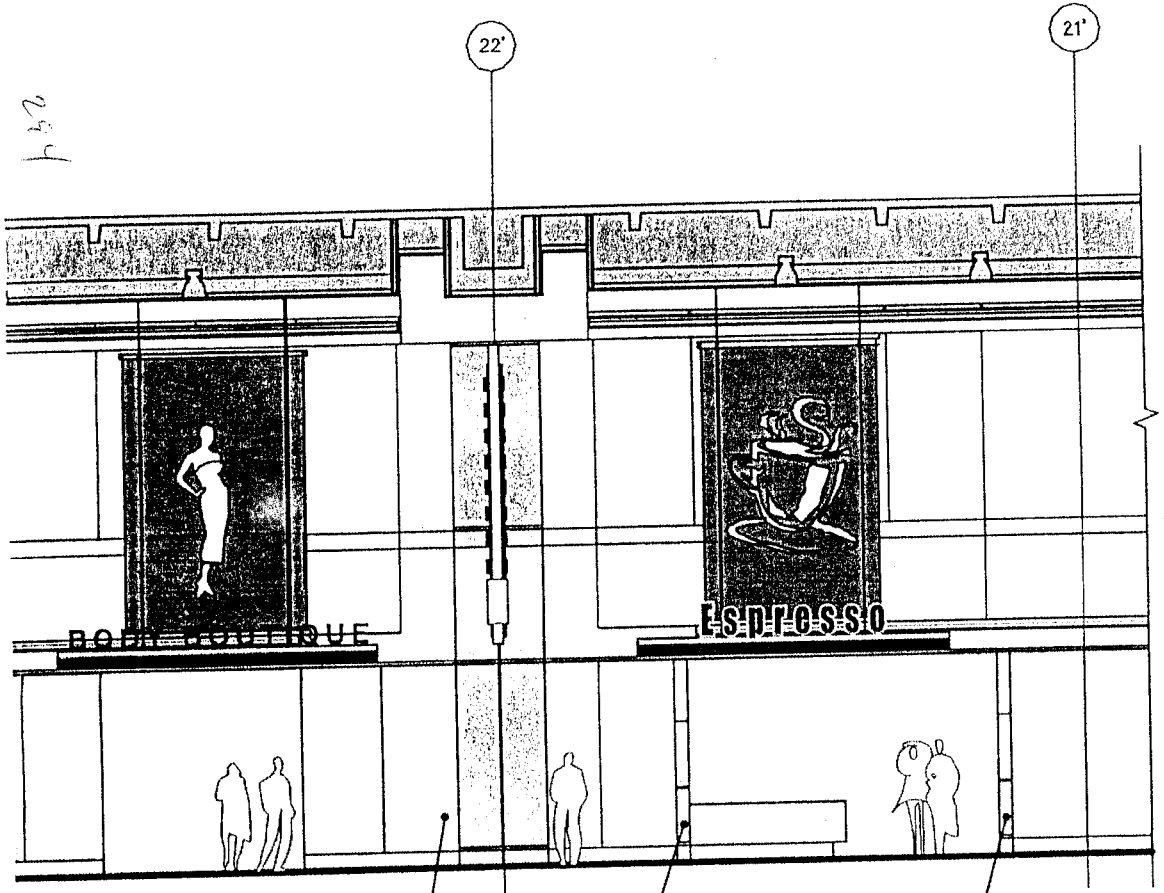


2 Level Frontage
Totally open storefront

1 Level Frontage
Butt glazed storefront with full height glass swing doors held open during business hours

Building Column





2 Level Frontage
Translucent glass with graphic panel to mask opaque wall and enclose side coiling grille

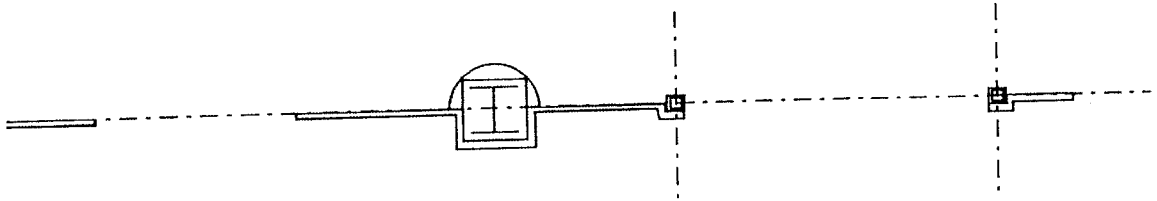
Transparent glass display window

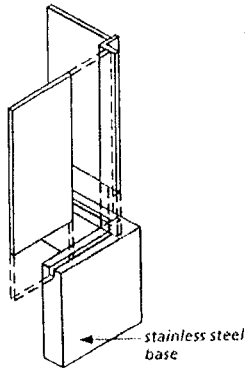
Pilaster by Tenant

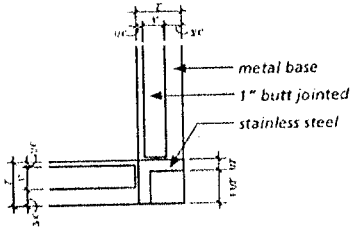
2 Level Frontage
Open storefront with low wall, rail or counter at lease line

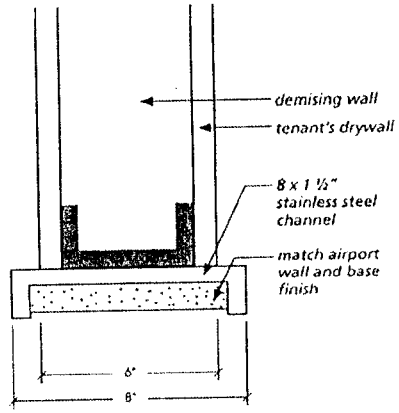
Pilaster by Tenant

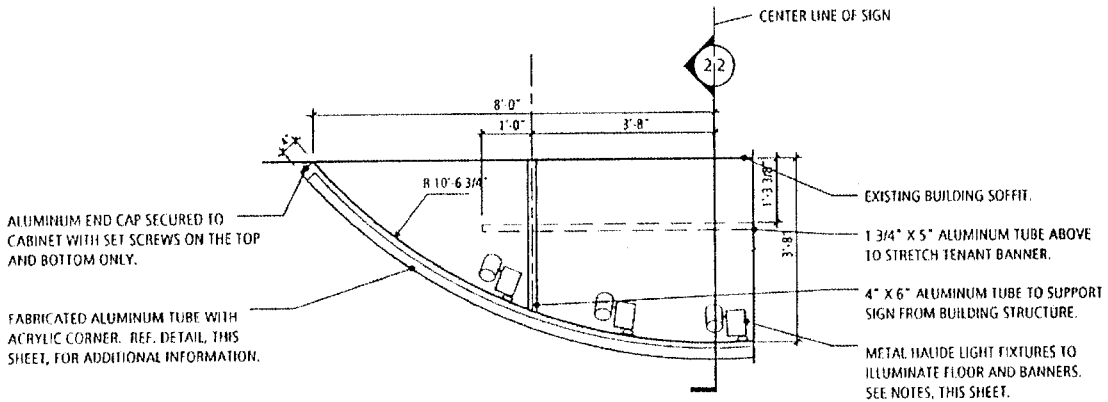
Gate Hold Room





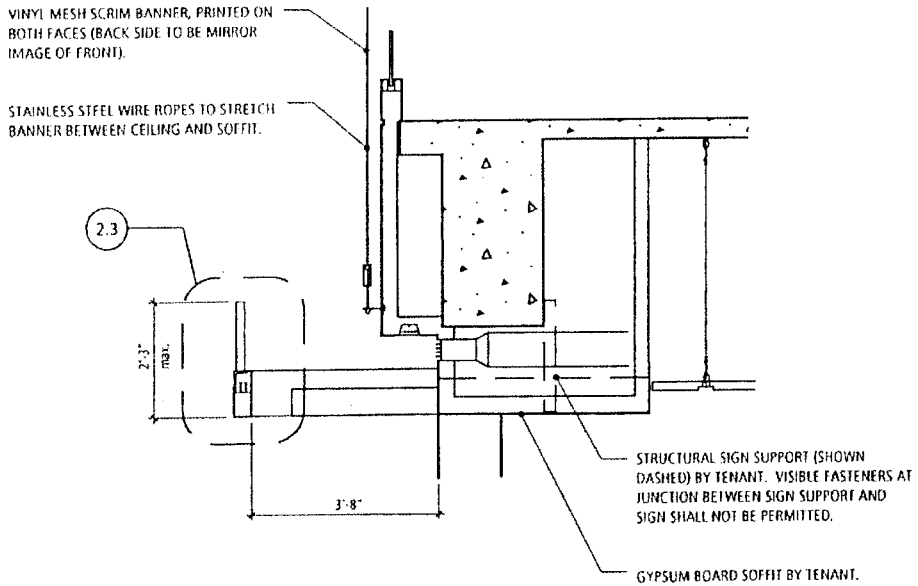


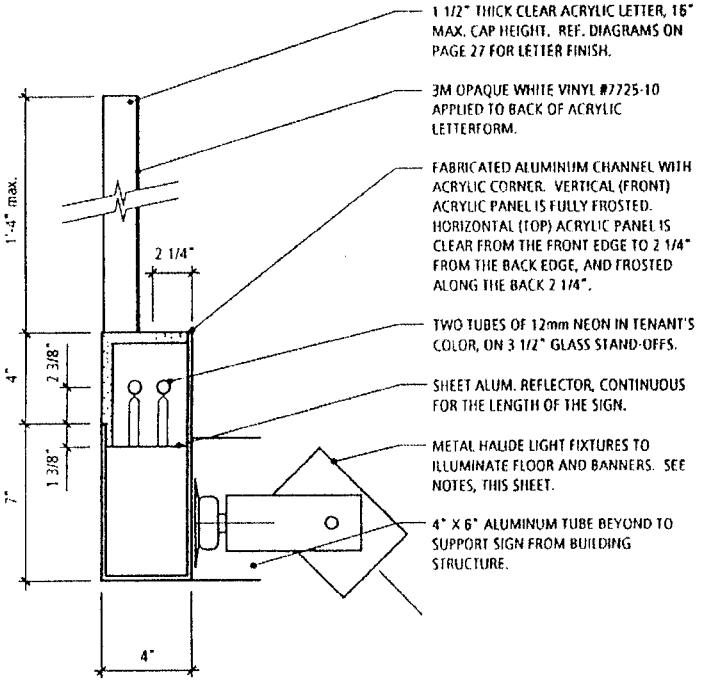




GENERAL NOTES

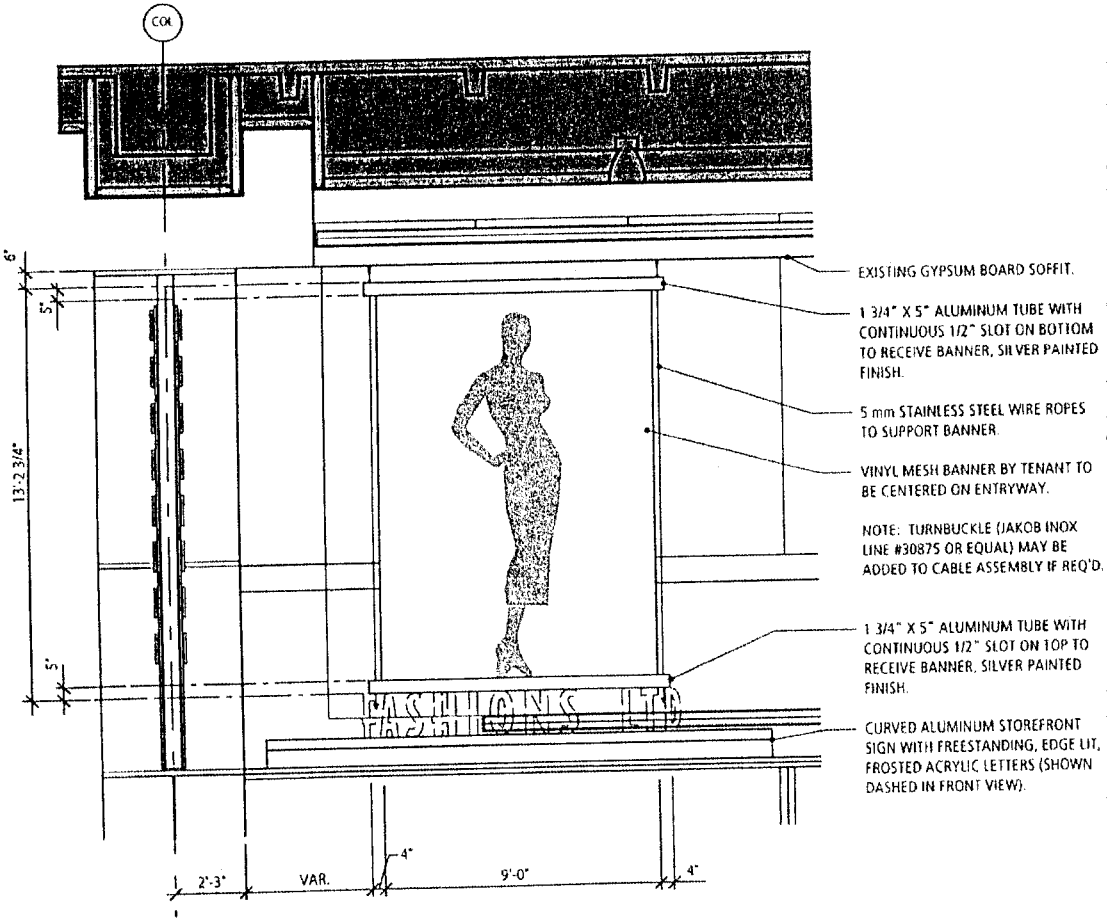
1. ALL EXPOSED OPAQUE SURFACES TO BE PAINTED MATTHEWS "BRUSHED ALUMINUM".
2. ALL OPAQUE INTERIOR SURFACES OF LIGHT BOXES ARE TO BE FINISHED WITH 3M LIGHT ENHANCEMENT FILM, INCLUDING ACCESS PANELS AND END CAPS.
3. ACCESS PANELS SHALL BE PERMITTED ON REAR SURFACES ONLY AND MUST BE SET FLUSH WITH AND FINISHED TO MATCH SURROUNDING MATERIAL.
4. ALL ACRYLIC TO BE ROUTER CUT FROM CLEAR SHEET OF THE THICKNESSES SPECIFIED. ACRYLIC INDICATED AS "FROSTED" SHALL BE MACHINE ABRADED ON ALL SURFACES USING 120 GRIT SANDING MATERIAL.
5. NEON ILLUMINATION SOURCE SHALL BE TWO TUBES OF EGL 12mm "DESIGNER SERIES" HIGH OUTPUT NEON, OR APPROVED EQUAL, IN TENANT'S COLOR.
6. EXTERNAL ILLUMINATION SOURCES SHALL BE EITHER a) LIGHTING SERVICES, INC. M1003 SERIES, PAR 20 LIGHT FIXTURE MOUNTED TO TRACK WITH A 00 TRACK FITTING IN A SILVER FINISH; OR b) HALO LIGHTING L5300 MINILUME ADJUSTABLE METAL HALIDE IN A SILVER FINISH. PROVIDE FIVE FIXTURES PER SIGN: TWO DIRECTED AT FLOOR IN FRONT OF TENANT'S ENTRY, THREE DIRECTED AT SCRIM BANNER ABOVE.
7. LIGHT FIXTURES MUST USE 35 WATT PHILIPS MASTER COLOR METAL HALIDE LAMPS AND HAVE REMOVABLE COLORED GEL LENSES TO ALLOW TENANTS THE OPTION OF CASTING COLORED LIGHT ONTO THE FLOOR AT THEIR ENTRIES.
8. ELECTRICAL SERVICE TO ALL SIGNS SHALL BE FROM THE TENANT'S ELECTRICAL PANEL.
9. ALL WIRE ROPE HARDWARE SHALL BE JAKOB INOX LINE OR APPROVED EQUAL.

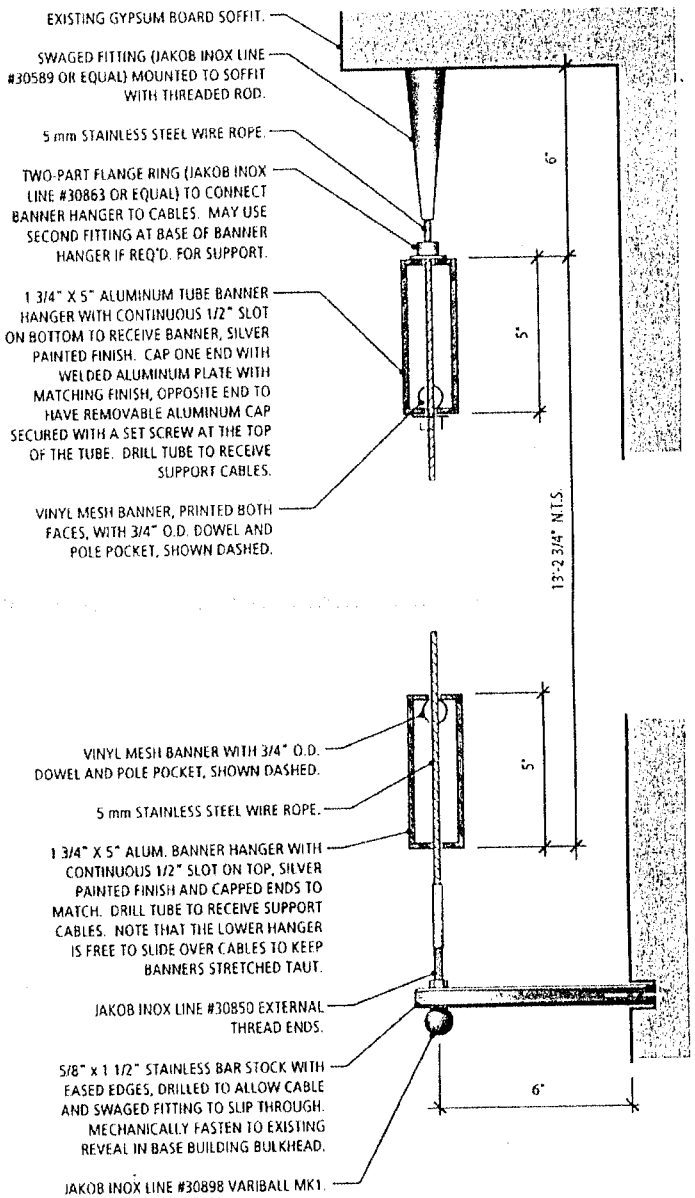




GENERAL NOTES

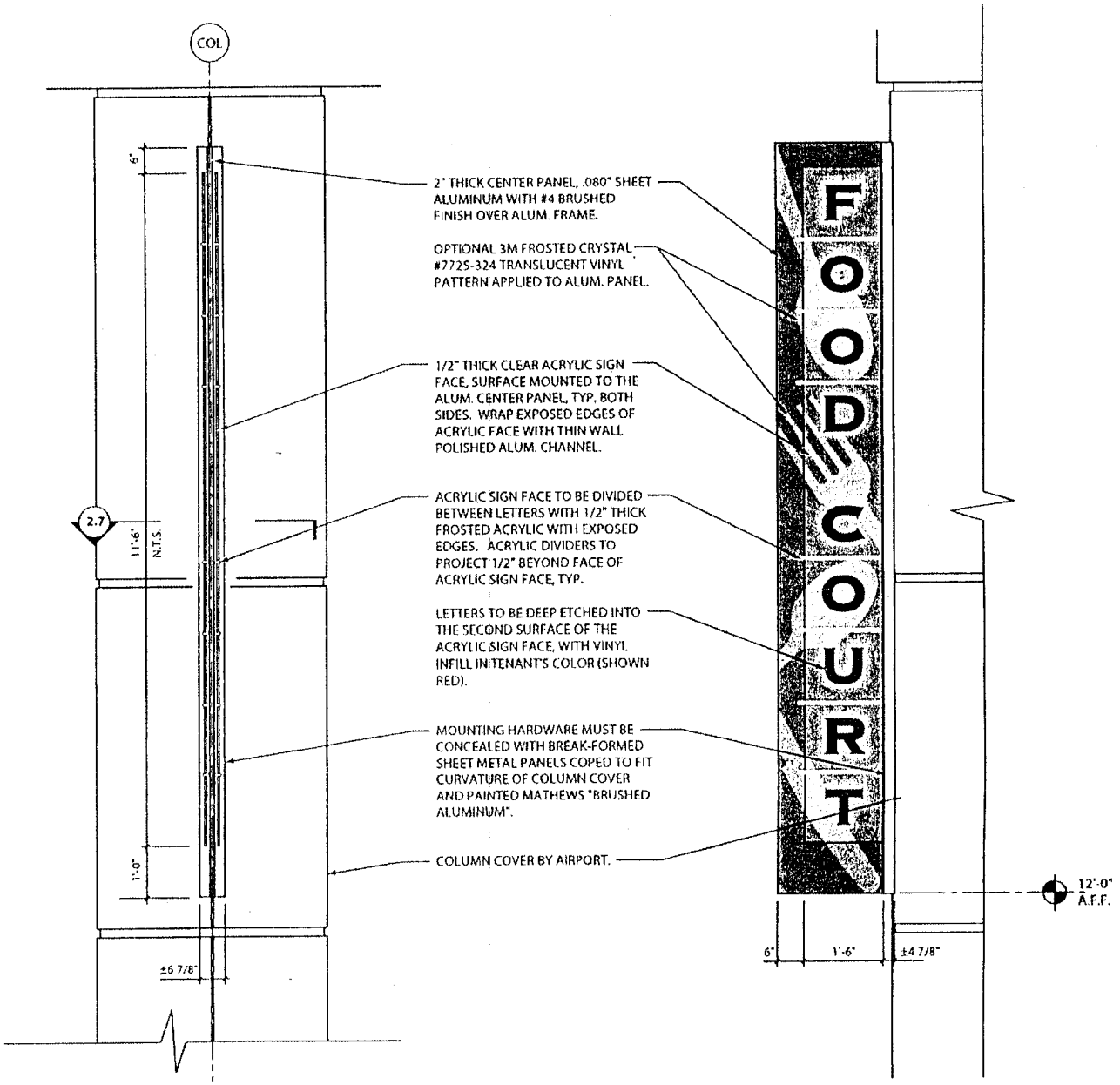
1. ALL EXPOSED OPAQUE SURFACES NOTED AS "SILVER" TO BE PAINTED MATTHEWS "BRUSHED ALUMINUM".
2. BANNER IS TO BE 4 MIL VINYL MESH SCRIM MATERIAL PRINTED ON BOTH FACES. THE IMAGE ON THE BACK FACE OF THE BANNER IS TO BE PRINTED IN REVERSE SUCH THAT THE TWO IMAGES ARE REGISTERED WITHIN 1/4" OF EACH OTHER.
3. EXTERNAL ILLUMINATION SOURCES SHALL BE EITHER A) LIGHTING SERVICES, INC. M1003 SERIES, PAR 20 LIGHT FIXTURE MOUNTED TO TRACK WITH A 00 TRACK FITTING IN A SILVER FINISH; OR B) HALO LIGHTING L5300 MINILUME ADJUSTABLE METAL HALIDE IN A SILVER FINISH. PROVIDE FIVE FIXTURES PER SIGN: TWO DIRECTED AT FLOOR IN FRONT OF TENANT'S ENTRY, THREE DIRECTED AT SCRIM BANNER ABOVE.
4. LIGHT FIXTURES MUST USE 35 WATT PHILIPS MASTER COLOR METAL HALIDE LAMPS AND HAVE REMOVABLE COLORED GEL LENSES TO ALLOW TENANTS THE OPTION OF CASTING COLORED LIGHT ONTO THE FLOOR AT THEIR ENTRIES.
5. ALL WIRE ROPE HARDWARE SHALL BE JAKOB INOX LINE OR APPROVED EQUAL.
6. BRAND ID GRAPHICS IS THE PREFERRED FABRICATOR OF THE BANNERS. THE SPECS OF THE SUPERFLEX MESH MATERIAL ARE AS FOLLOWS: ULTRA WHITE, 9OZ DOUBLE SIDED PRINT MESH WITH A FLAT SURFACE (FRONT AND BACK), 1000 DENIER, 80 X 60 LB. TEAR STRENGTH, NFPA-701 FIRE TEST PASS, PRE-WASH – ISOPROPYL 90% 2 SIDES.
7. THE ART MUST BE A MIRROR IMAGE 4" OF FRONT IMAGE TO BACK POCKETS FOR IMAGE TRANSITION WHEN POCKETS ARE FOLDED FOR SEAMING.
8. THE PRINTING PROCESS WILL BE ELECTRO DOT PLACEMENT WITH FULL SOLVENT INK.
9. THE FINISHING WILL CONSIST OF 4" POLEPOCKETS AT THE TOP AND BOTTOM WITH A LEISTER SEAMER 1" SURFACE WELDER AND THE SEAM EDGE MUST BE REINFORCED WITH BANNER STAPLES (1 IN EACH CORNER). THIS SHOULD BE SHIPPED ON A ROLL SO THAT NO FOLDS ARE CREATED IN THE BANNER.





GENERAL NOTES

1. ALL INTERIOR SURFACES OF LIGHT BOXES ARE TO BE COVERED WITH 3M LIGHT ENHANCEMENT FILM, INCLUDING ACCESS PANELS AND END CAPS.
2. ACCESS PANELS MUST BE SET FLUSH WITH AND FINISHED TO MATCH THE SURROUNDING MATERIAL.
3. ELECTRICAL SERVICE TO ALL SIGNS SHALL BE FROM THE TENANT'S ELECTRICAL PANEL.
4. SIGN IS DOUBLE-SIDED.
5. ALL STRUCTURAL CONNECTIONS TO BE ENGINEERED BY SIGN FABRICATOR AND COORDINATED WITH THE EXISTING AIRPORT DETAILING.



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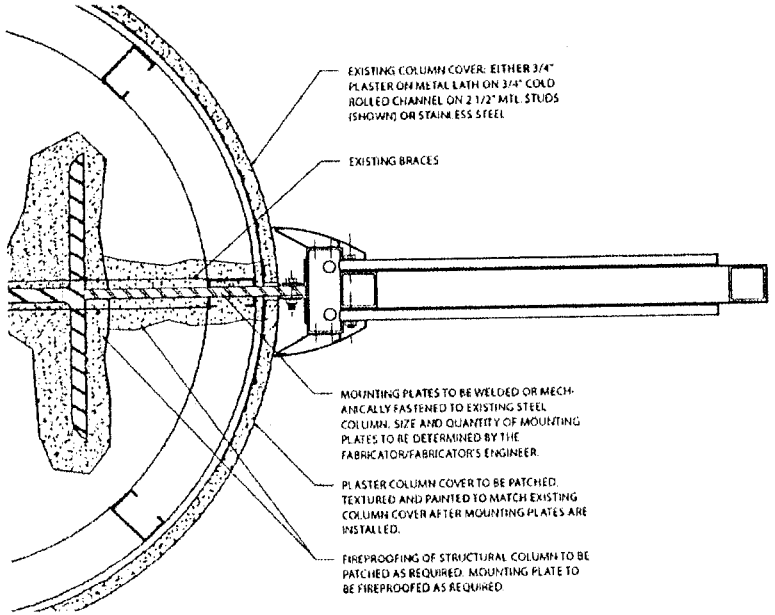
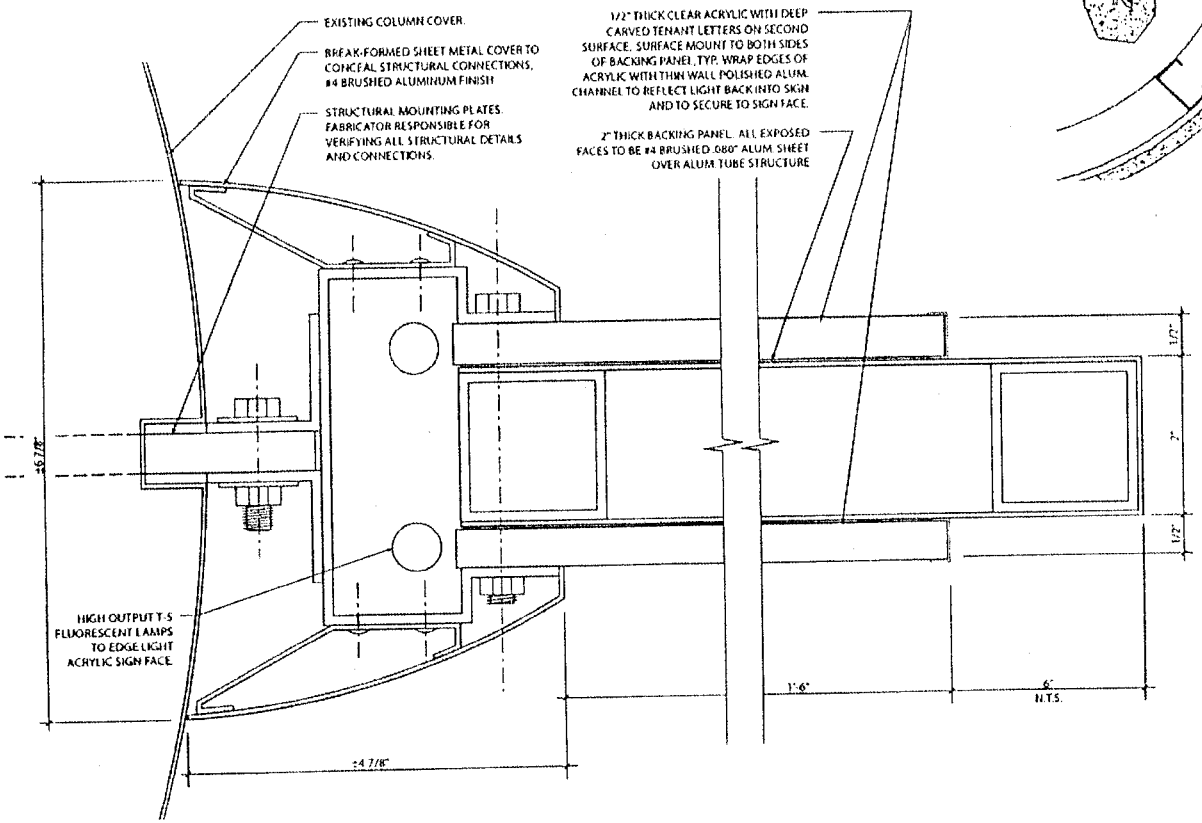
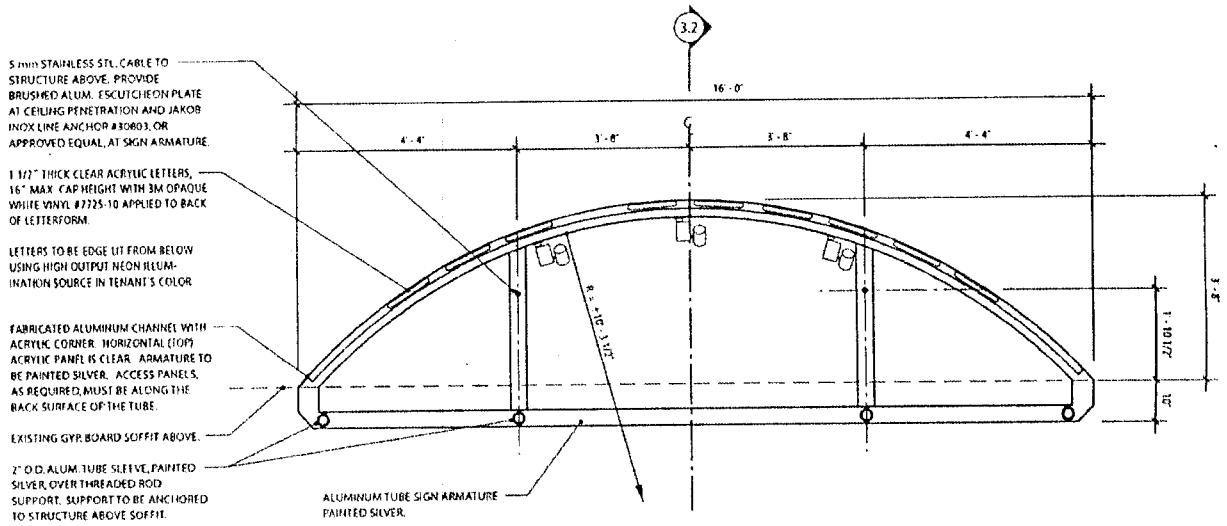
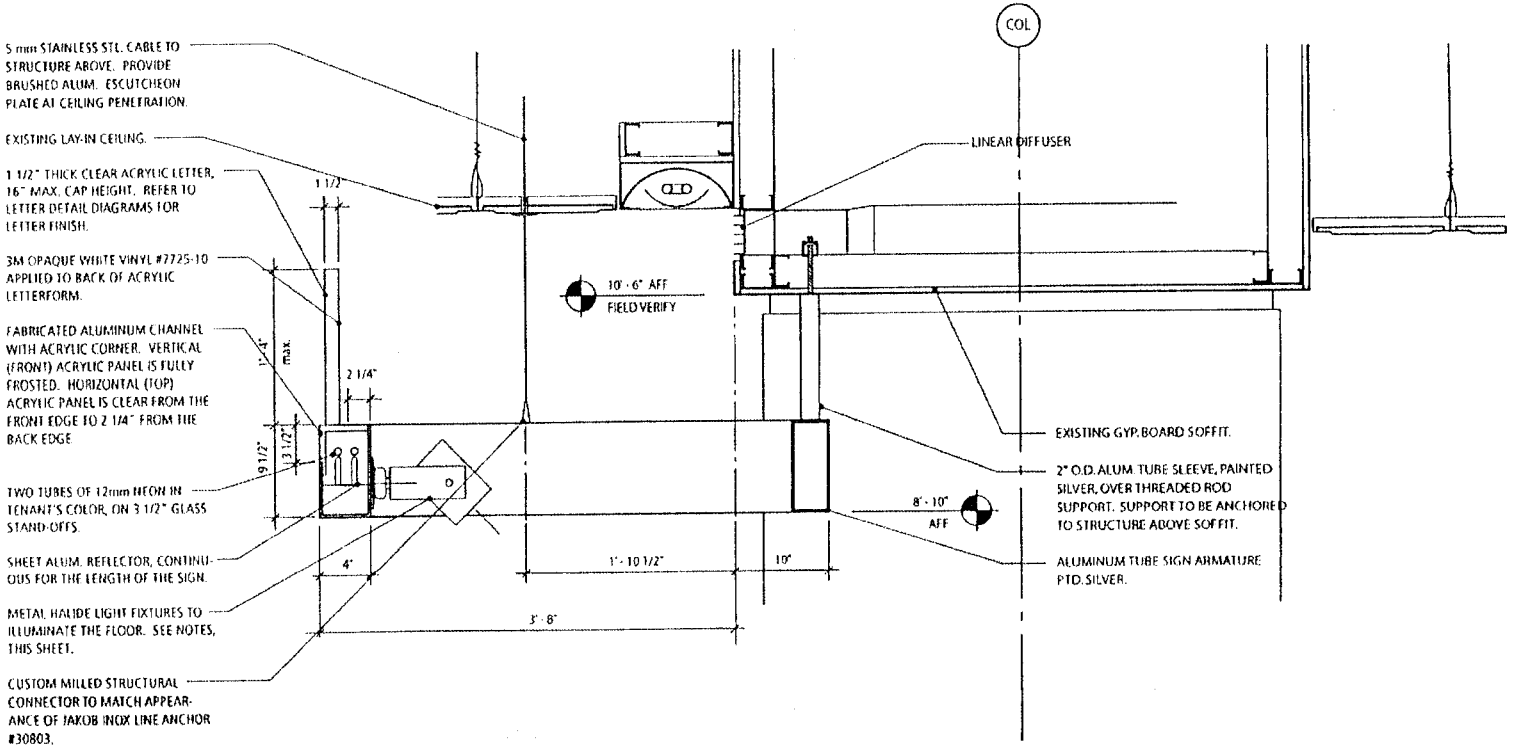

EXISTING COLUMN COVER: EITHER 3/4" PLASTER ON METAL LATH ON 3/4" COLD ROLLED CHANNEL ON 2 1/2" MTL. STUDS (SHOWN) OR STAINLESS STEEL
EXISTING BRACES
MOUNTING PLATES TO BE WELDED OR MECHANICALLY FASTENED TO EXISTING STEEL COLUMN. SIZE AND QUANTITY OF MOUNTING PLATES TO BE DETERMINED BY THE FABRICATOR/FABRICATOR'S ENGINEER.
PLASTER COLUMN COVER TO BE PATCHED, TEXTURED AND PAINTED TO MATCH EXISTING COLUMN COVER AFTER MOUNTING PLATES ARE INSTALLED.
FIREPROOFING OF STRUCTURAL COLUMN TO BE PATCHED AS REQUIRED. MOUNTING PLATE TO BE FIREPROOFED AS REQUIRED

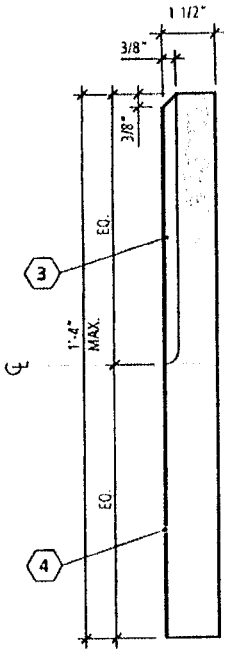

EXISTING COLUMN COVER.
BREAK-FORMED SHEET METAL COVER TO CONCEAL STRUCTURAL CONNECTIONS, #4 BRUSHED ALUMINUM FINISH
STRUCTURAL MOUNTING PLATES. FABRICATOR RESPONSIBLE FOR VERIFYING ALL STRUCTURAL DETAILS AND CONNECTIONS.
1/2" THICK CLEAR ACRYLIC WITH DEEP CARVED TENANT LETTERS ON SECOND SURFACE. SURFACE MOUNT TO BOTH SIDES OF BACKING PANEL, TYP. WRAP EDGES OF ACRYLIC WITH THIN WALL POLISHED ALUM. CHANNEL TO REFLECT LIGHT BACK INTO SIGN AND TO SECURE TO SIGN FACE.
2" THICK BACKING PANEL. ALL EXPOSED FACES TO BE #4 BRUSHED .080" ALUM. SHEET OVER ALUM. TUBE STRUCTURE
HIGH OUTPUT T-5 FLUORESCENT LAMPS TO EDGE LIGHT ACRYLIC SIGN FACE.
±6 7/8"
±4 7/8"
1'-6"
6"
N.T.S.
1/2"
2"
1/2"

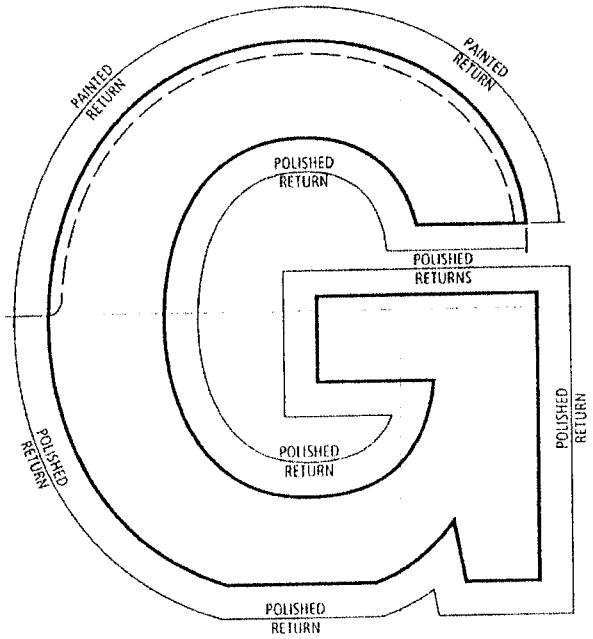
GENERAL NOTES

1. ALL EXPOSED OPAQUE SURFACES TO BE PAINTED MATTHEWS "BRUSHED ALUMINUM".
2. ALL OPAQUE INTERIOR SURFACES OF LIGHT BOXES ARE TO BE FINISHED WITH 3M LIGHT ENHANCEMENT FILM, INCLUDING ACCESS PANELS AND END CAPS.
3. ACCESS PANELS SHALL BE PERMITTED ON REAR SURFACES ONLY AND MUST BE SET FLUSH WITH AND FINISHED TO MATCH SURROUNDING MATERIAL.
4. ALL ACRYLIC TO BE ROUTER CUT FROM CLEAR SHEET OF THE THICKNESSES SPECIFIED. ACRYLIC INDICATED AS "FROSTED" SHALL BE MACHINE ABRADED ON ALL SURFACES USING 120 GRIT SANDING MATERIAL.
5. NEON ILLUMINATION SOURCE SHALL BE TWO TUBES OF EGL 12mm "DESIGNER SERIES" HIGH OUTPUT NEON, OR APPROVED EQUAL, IN TENANT'S COLOR.
6. EXTERNAL ILLUMINATION SOURCES SHALL BE EITHER a) LIGHTING SERVICES, INC. M1003 SERIES, PAR 20 LIGHT FIXTURE MOUNTED TO TRACK WITH A 00 TRACK FITTING IN A SILVER FINISH; OR b) HALO LIGHTING LS300 MINILUME ADJUSTABLE METAL HALIDE IN A SILVER FINISH. PROVIDE THREE FIXTURES PER SIGN DIRECTED AT THE FLOOR IN FRONT OF TENANT'S ENTRY.
7. LIGHT FIXTURES MUST USE 35 WATT PHILIPS MASTER COLOR METAL HALIDE LAMPS AND HAVE REMOVABLE COLORED GEL LENSES TO ALLOW TENANTS THE OPTION OF CASTING COLORED LIGHT ONTO THE FLOOR AT THEIR ENTRIES.
8. ELECTRICAL SERVICE TO ALL SIGNS SHALL BE FROM THE TENANT'S ELECTRICAL PANEL.
9. ALL WIRE ROPE HARDWARE SHALL BE JAKOB INOX LINE OR APPROVED EQUAL.
10. ALL STRUCTURAL CONNECTIONS TO BE ENGINEERED BY SIGN FABRICATOR AND COORDINATED WITH THE EXISTING AIRPORT DETAILING.



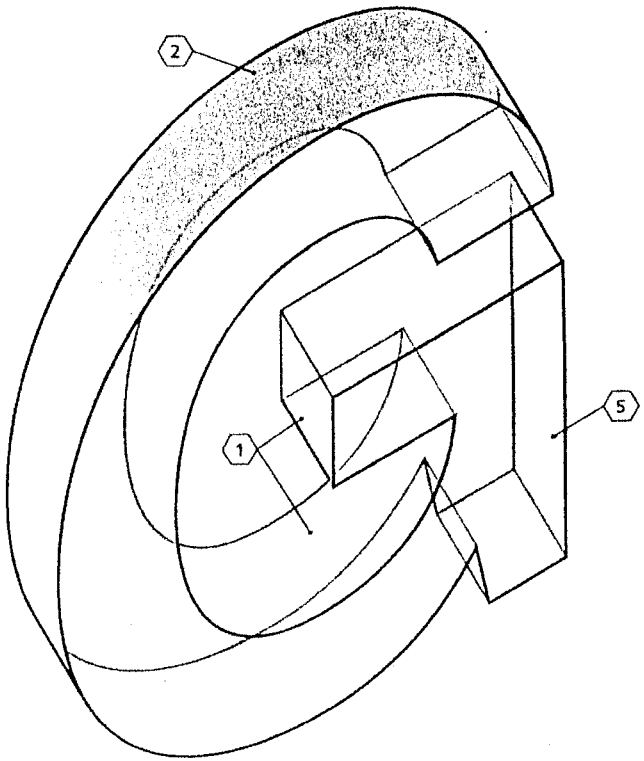






GENERAL NOTES

1. TO MAXIMIZE LIGHT PENETRATION, ALL INSIDE LETTER RETURNS AND ALL LETTER BASES MUST BE FLAME POLISHED. THE OUTSIDE RETURNS OF CURVED LETTERS, SUCH AS "O", "C" AND "G", MUST BE POLISHED FROM THE LETTER BASE UP TO THE MID-POINT OF THE LETTER HEIGHT. THE OUTSIDE RETURNS OF VEE-SHAPED LETTERS, SUCH AS "V", "W" AND "Y", MUST BE POLISHED TO THE TOP EDGE OF THE LETTER.
2. TO REFLECT LIGHT BACK INTO THE LETTERS, THE TOP RETURN OF ALL LETTERFORMS MUST BE PAINTED BRIGHT WHITE. THE PAINT ON LETTERS WITH CURVED TOPS, SUCH AS THE "G" SHOWN, AND INVERTED VEE LETTERS, SUCH AS "A", MUST BE FEATHERED OUT TO CLEAR AT THE CENTERLINE OF THE LETTERFORM.
3. TOP RETURN OF ALL LETTERFORMS MUST HAVE A 45 DEGREE ROUTER CUT BEVEL PAINTED WHITE. THE BEVEL ON LETTERS WITH CURVED TOPS (SUCH AS THE "G" SHOWN) MUST STOP AT THE CENTERLINE OF THE LETTERFORM.
4. 3M OPAQUE WHITE VINYL #7725-10 MUST BE APPLIED TO THE BACK FACE OF THE LETTERS.
5. THE FRONT FACE OF ALL LETTERS TO BE A FROSTED FINISH CREATED WITH 120 GRIT DUAL ABRASION SANDER.



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GENERAL CRITERIA

MERCHANDISE DISPLAY ZONE

The storefront together with display lighting and signage comprises the initial presentation of the overall store image. To reinforce visual merchandising, a Merchandise Display Zone, running the full width of the storefront and five feet of the store depth, should be given special attention in design and merchandising and should be set aside for professional quality displays.

Tenants are encouraged to emphasize this area with high quality finishes, platforming, lighting, ceiling height changes and other special visual distinctions on all exposed surfaces.

Tenant displays in this area are required to change a minimum of six times per year.

Displays must be of product. No placards, posters or other advertising media will be permitted without written approval by the MDAD.

Lighting in the merchandise display zone must remain on 24 hours per day.

The ceiling above the Merchandise Display Zone must be painted gypsum at a minimum height of 10'–6" above the finish floor.

RETAIL DISPLAY

All displays and display cases located within Tenant's space must be adequately lit during the hours of operation as specified by the MDAD. Direct visual exposure of bulbs is not permitted.

Product/merchandise display and the circulation of passengers in an airport retail space require additional consideration beyond that of a store in a retail mall. The location of store fixtures must

allow for the circulation of customers who may be carrying or pulling wheeled luggage.

TENANT SIGN CRITERIA

GENERAL CONDITIONS

The Tenant must retain the services of a professionally trained graphic designer to create their graphic identity program. This work will be subject to the Airport's approval and will be done solely at the Tenant's expense.

Each Tenant is required to design, fabricate, install and maintain a sign.

Tenants in corner locations or with multiple frontages shall be permitted one sign or other graphic treatment per storefront in addition to their primary identity sign.

Tenants with a primary storefront of 40 linear feet or greater in length may be permitted a second sign along that storefront.

No animated components, flashing lights, formed plastic, or box-type signs are permitted.

Tenant signage may NOT interfere with the terminal wayfinding sign system or block any air diffusers.

IDENTITY SIGNAGE

All Tenants are required to provide a curved fascia sign as their primary identity element. In low ceiling conditions this sign consists of opaque letters mounted in front of an edge-lit acrylic backing panel (ref. diagram 3.1 on page 25). In high ceiling conditions this sign consists of freestanding edge-lit frosted clear acrylic letters (ref. diagram 2.1 on page 22).

Sign letters should be in the tenant's logo type. Both sign types utilize a curved metal raceway that serves to provide an armature on which the letter forms or back panel sit and to provide edge-lighting illumination for the letters or back panel.

The light source within the curved raceway that provides the edge-lighting is to be high output neon in the predominant tenant color. The desired effect is to have the letter forms or back panel glow in the tenant's color, with the highest concentration of color at the bottom of the letters, fading toward the top.

ADDITIONAL SIGNAGE IN HIGH CEILING CONDITIONS

Tenants in high ceiling conditions will be required to provide two additional sign types, except where these signs may interfere with the Airport wayfinding signs or with the building architecture: an illuminated perpendicular blade sign and a graphic scrim. Only one sign of each type shall be permitted per tenant.

The perpendicular blade sign consists of an internally illuminated aluminum cabinet with an acrylic face and applied dimensional letterforms. This sign is to be mounted to the base building structural columns with the mounting hardware penetrating the existing decorative metal column covers. The Tenant shall be responsible for the removal and re-mounting of these column covers (ref. diagram 2.7 on page 24

for additional details). The letter style and layout of this sign must be carefully selected/designed to make the best use of the illuminated sign area. Typefaces with broadly varying letter widths should be avoided to minimize awkward letter adjacencies, such as a narrow "F" balanced on a wide "O".

The graphic scrim is to be translucent vinyl mesh suspended behind the tenant's curved identity sign. The scrim must be printed on both faces with the image on the back face mirroring and registered with the image on the front. The front face of the scrim is to be illuminated using the lights mounted to the back of the curved identity sign. No text will be permitted on the scrims (ref. diagram 2.4 on page 23 for additional details).

ADDITIONAL NON-ILLUMINATED SIGNAGE

The following types of allowable non-illuminated signs are not restricted in terms of size. However, their use is viewed as decorative as well as informative and is similarly subject to the Airport's discretionary approval.

Non-dimensional letters and/or logos applied or painted directly on the inside face of glass storefront areas.

Supergraphic or bas-relief treatment of large amounts of storefront areas.

The following restrictions apply:

No exterior signage will be permitted on any part of the Airport Terminal building.

Electrical service to the Tenant's signs shall be from the Tenant's electrical panel. Access panels cannot be exposed from storefront.

All signs, bolts, fastenings and clips shall be of stainless steel, aluminum, brass or bronze. No black iron materials of any type shall be permitted.

The following types of signs, sign components and devices shall NOT be permitted:

a. Boxed or cabinet type.

b Cloth, paper, cardboard and similar stickers or decals.

c. Moving or rotating.

d. Exposed labels of manufacturers, underwriters, etc. Where labels are required by code, they must be located in an inconspicuous area.

e. No other signage will be allowed within 18" of Lease Line.

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ADDITIONAL ILLUMINATED SIGNAGE

Where illuminated signs are considered, the following restrictions shall apply:

Individual dimensional or metal backlit (halo-effect) letters shall not exceed a maximum height of 16 inches. Each letter shall be projected from an opaque-signing surface. Illumination behind letters shall be of a color temperature between 3200K and 3700K neon.

Exposed neon tubes forming letters shall be behind glass.

The Airport reserves the right to reject any signing which in its sole opinion is inappropriate for the Airport.

All illuminated signs must be turned on during the Airport Terminal normal retail operating hours. The use of time clocks for sign and show window lighting is mandatory. On and off times will be provided by the Airport.

The Tenant shall be fully responsible for the work-manship and installation of the Tenant's sign and the coordination of the Tenant's sign contractor.

Moveable and/or portable displays of signage are not permitted. Coordinated graphics for special and temporary displays must be approved by the Airport. Approval for temporary sign programs must be obtained each time the program or the signs themselves are revised. Initial approval for a specific program does not constitute blanket approval for subsequent temporary signs or sign programs. No displays or signage are permitted outside the Lease Line.

SELF-CONTAINED MERCHANDISING UNITS

Free standing Self-Contained Merchandising Units (SCMUs) are unique in that they have all sides exposed to public view. As such they are more susceptible to public access and the level of finish and quality of materials must be at a higher standard. The Tenant should treat the design of the SCMU as a piece of fine furniture.

Food SCMUs must comply with these and the Food and Beverage requirements in these Design Guidelines.

All counters must conform to the Americans With Disabilities Act requirements and all applicable state and national laws.

The use of glass, metal, stone, and synthetic polymer (Corian) materials is strongly encouraged for SCMU construction.

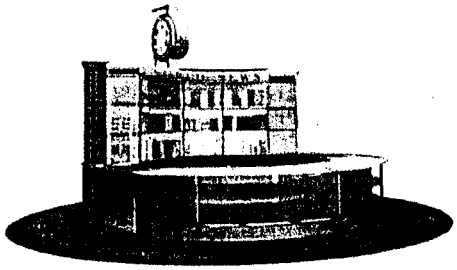
The use of plastic laminate is only allowed with Airport approval.

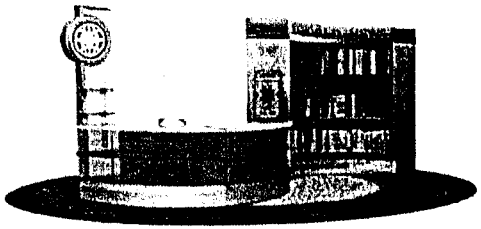
Power, telephones and data lines need to be incorporated into the design such that the unit can be in effect "plugged in." Access to power boxes is to be hidden in the design of the SCMU.

Display cases are to be well lit and ventilated with the light source hidden from public view.

The SCMU is to be securable during non-business hours. The use of integral locks and roll down doors is encouraged.

The lighting of the unit is very important. The Airport base lighting system will not provide enough light for the operations therefore additional lighting is required. Lighting is to





be designed as part of the SCMU and not attached to any Airport finished ceiling or wall. All exposed connections, j-boxes and fittings are to be finished to match the overall SCMU design.

SCMUs are to have signs on all public sides. The signs are to comply with sign criteria found in these guidelines.

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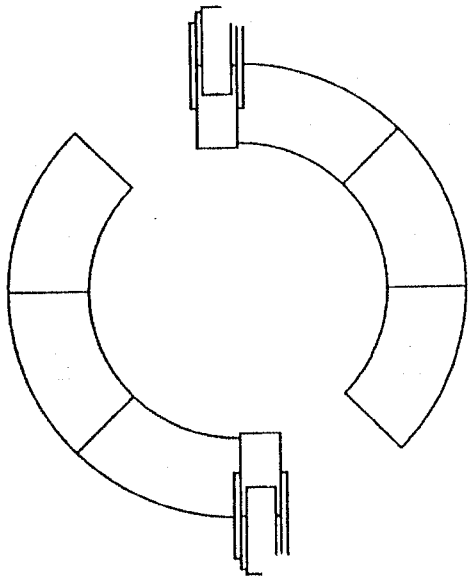
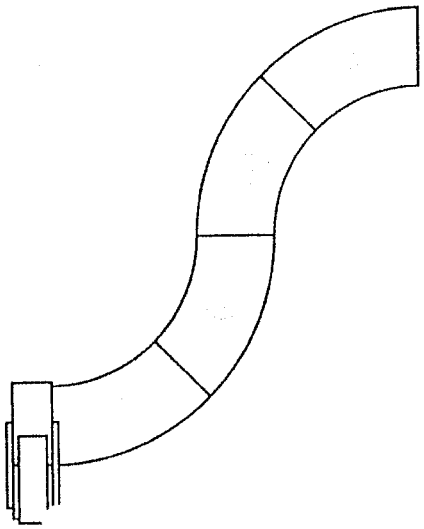
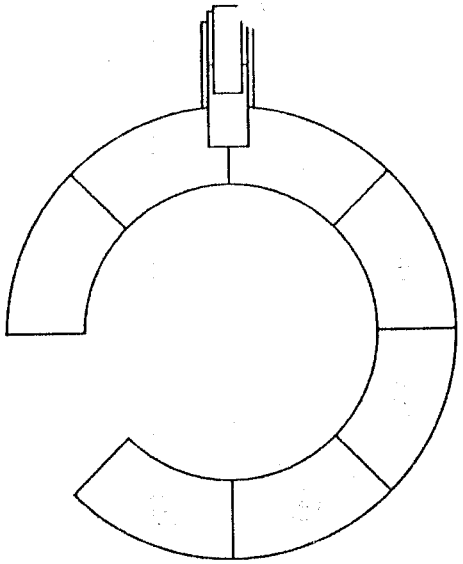
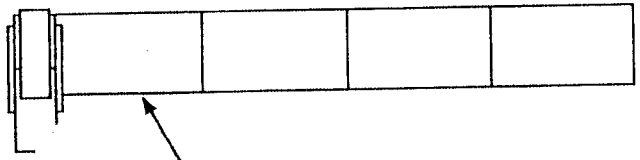


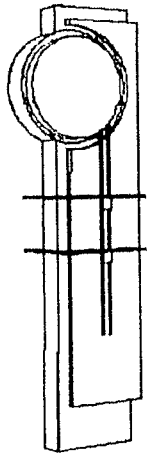


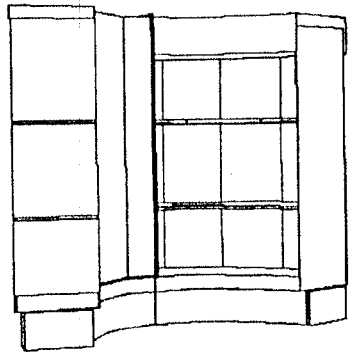


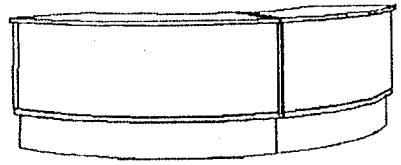
SCMUs shall be composed of a combination of standard modular units arranged to create the desired retail configuration. Modules include a low, curved counter; tall, curved display units; tall straight display units; and a standard sign element. Counters and displays may utilize a variety of shelving and hangers to exhibit merchandise.



Straight, high display units for retail adjacent to or creating walls in limited width corridors, not shown in sketches.







FOOD AND BEVERAGE

GENERAL CRITERIA

Food and Beverage locations are to comply with all parts of these guidelines and the following criteria. Concessionaires and Tenants shall be responsible for verifying design compliance with all applicable local, state and national codes. All materials used must be Class A fire-rated except for the loose items such as furniture. Particular attention shall be given to the visual organization of the serving area. Equipment layout, graphics, materials and menu boards shall be submitted to the Airport for approval. The Tenant should also give attention to the design of temporary signage, displays, uniforms, etc. All areas exposed to public view are subject to Airport approval.

The Tenant may install a lockable door in the passage to the kitchen area for security and safety. Roll down grilles are not permitted.

The entire Tenant space floor area must be properly sealed using a Dex-O-Tex, or similar, membrane-type seal prior to the installation of any finished flooring material. Special details recommended by the manufacturer for slab penetrations, wall bases, threshold, etc. must be followed.

Customer queuing must occur within the Tenant lease line or well outside of primary passenger circulation areas. Queuing plans must be included in tenant's design submittal to the Airport for review and approval.

FOOD COURT STOREFRONT/ COUNTERFRONT CRITERIA

Demising columns and gypsum board bulkhead will be provided by the Airport at the Airport's expense. The gypsum board ceiling enclosure is by the Tenant. A demising wall will be installed by the Airport at the Tenant's expense.

All counters must conform to the Americans With Disabilities Act requirements and all applicable state and national laws.

Approved countertop and counter front materials include marble, granite, clear glass, stainless steel or synthetic polymer (Corian). All counter fronts will be subject to the approval of the Airport.

Recesses in the top counter surface (for cash register, food trays, drink dispensers, etc.) will be allowed if set back a minimum of six inches (6") from the front edge of the counter. Location and design of recesses must be approved by the Airport prior to construction.

Glass case counterfronts will be allowed with a maximum height limitation of four feet six inches (4'–6") above the finish floor. Casework glass must occur no lower than one foot six inches (1'–6") above the finish floor.

MENU BOARDS

Menu Boards must be designed by a professionally trained graphic designer to be an integral part of the general design image of the food court stall and other signage.

Menu boards may be suspended from the ceiling or attached to the back wall. They may be a maximum of 7'-0" behind the face of the counter with a minimum clearance of 7'-0" from the floor.

Customized menu boards with an artisan quality and remote illumination by surface light fixtures are most desired. They must be permanent in nature and professionally designed and manufactured.

Construction may be of smooth finished or painted wood, metal, glass or chalkboard.

The surface of the menu board must be of a non-glare material to insure comfortable visibility and maximum legibility.

For maximum efficiency, menu boards must be visible 5'-0" prior to the "order here" point in the queue.

Lettering used on the menu boards should be larger than traditionally used. A 1" cap height is the minimum size required.

Photographs of food are not encouraged but will be permitted on the menu board provided they are designed as an integral part of the menu board design. Photographs shall be professionally produced and must accurately represent the products being sold. All photographs of food are subject to MDAD approval.

Should internally illuminated menu boards be used, they must be recessed within the back wall.

Tenant's name and logo are permitted on menu boards. Nationally and/or internationally recognized branded logos of menu items being offered will be allowed as additional signage on menu boards, subject to MDAD approval.

No advertising, placards, banners or pennants, permanent or temporary, shall be affixed anywhere on the customer serving or display area, without written approval by MDAD.

MECHANICAL, ELECTRICAL AND PLUMBING REQUIREMENTS

PROVIDED BY AIRPORT

MDAD will provide the following items at the Tenant's expense to maintain complete control over quality and to minimize interruption to airline operation and passenger inconvenience. Work that can best be coordinated, phased and completed most economically will be done by a single contractor.

MDAD will provide the premises as described on the lease exhibits. All indicated demising walls and storefront bulkheads should be in place at the time of tenant construction start date, unless noted otherwise.

Mechanical, Electrical and Plumbing requirements will be provided by MDAD as described. All additional requirements making a complete operational and code compliant concession space are to become the responsibility of the Tenant.

TENANT RESPONSIBILITIES

The premises will be provided with sprinkler heads at one per 100 sf of floor area, with the heads turned up. The Tenant is responsible for design and modification of fire protection system in their premises including special fire protection systems at hood conditions for food preparation areas.

The premises will be provided with one detector per 900 sf of floor area. The Tenant is responsible for design and modification of smoke detectors locations and connection of additional units into existing Airport systems.

Interface connection point(s) shall be provided in the general vicinity of each Tenant space. The Tenant shall install all fire alarm components, wiring, annunciation components and interface required beyond those provided by MDAD. All devices shall be UL listed and tested for use with Airport fire alarm system (Honeywell).

Wet stacks provide a minimum 1 inch, non-metered, cold water line with a ready tap for Tenant connection. Connection, piping, hot water generation, storage and metering are the Tenant's responsibility.

Wet stacks provide a 4-inch sanitary waste stack with stub-out under floor deck and a 4-inch vent stack overhead. The Tenant is responsible for design and connection into Airport system.

In selected locations a 4 inch or 6 inch riser with stub-outs under floor deck are provided for connection into grease interceptors at ramp level. Only the food and beverage Tenants are required to connect to the interception system. All drains in food and beverage locations are to be connected to the interception system, including floor drains. The Tenant is responsible for all costs for connection to grease waste risers.

Two-hour rated chases and mechanical penthouses dedicated for ventilation of concessions spaces are strategically located throughout the Airport. Tenants are responsible for installing a rated grease-exhaust ductwork from their premises, sloped horizontally above the ceilings to the nearest chase to minimize the spread of grease waste particles. The total grease exhaust system shall comply with current edition of NFPA-96. Chase penetrations and ductwork shall be closed with a two-hour rated closure or an alternative UL listed high temperature insulation wrap. Ductwork inside the chase will be vertical and connect to the exhaust fan penthouse. Ductwork, conduit and wiring for fan control, hood with fire suppression system, and exhaust fans are at the Tenant's expense. A separate make-up system of at least 90% outside air is needed for the hood exhaust to avoid drawing conditioned air from adjacent airport spaces. Alternate methods of achieving required duct ratings may be used with MDAD and building department approval. The Airport is providing the right of way path for the grease duct exhaust system.

Ventilation chases and mechanical penthouses have been provided as described above. The Tenant is responsible for installation of all ductwork and fans from lease space to chase and penthouse.

A 2000 cfm VAV box will be provided for every 800 sf of floor area. The Tenant is responsible for configuration of premises supply and return grilles. No provisions for heating are provided or required. The Tenant is responsible for all cost associated with providing additional capacity. The Airport will provide each Tenant space with a minimum of one VAV box with separate thermostat.

Where required by Miami Dade Fire Rescue Department (MDFR), the Airport shall extend smoke removal ductwork to concession space. Connection to system is by the Tenant.

One 277 volt, 1 phase, non-metered branch circuit, conduit and wiring will be provided to the premises in junction box for emergency lights and exit devices. The Tenant provides all emergency lights and exit devices, and interconnecting conduits.

MDAD will provide a 480/277 volt, 3 phase, 4 wire metering type switchboard in the Airport's electrical room for tenant's usage. Empty conduit will be provided from the Airport's electrical/tenant metering switchboard to the premises. The Tenant is to provide wiring, breakers, meter, branch breakers in Airport electrical room, 480/277 volt, 3 phase, 4 wire panels in premises, lower voltage panels in premises, transformer in premises, etc. to complete the electrical service to the Tenant's premises. The Airport has provided capacity in the 480/277 volt, 3 phase, 4 wire metering type switchboard for Tenants to use the following:

a. Food SCMU 200 amp.

b. News Stand, Retail, Duty Free 100 amp.

The following listed uses and loads will require separate wall mounted meter compartments with service rated breaker. Associated empty conduits from the breaker to the concession will be provided by the Airport.

a. Quick Serve Food - 400 amp.

b. Bar - 300 amp.

c. Café-Bar - 400 amp.

d. Sit Down Restaurant - 600 amp.

e. Food Court - 300 amp.

If the Tenant requires additional power above these amounts, the Tenant is responsible for all cost to obtain it. Any additional power requirements must be approved by MDAD.

Empty conduit will be provided from closest overhead cable tray to premises. The Tenant is responsible for the wiring and connection to local phone service. For the NTD program, the MDAD approved PDS (Premise Distribution System) will be wired and connected. The Tenant is responsible for providing the drop conduit runs from the closest overhead cable tray down to the final location of the phone/ data outlets.

The Airport, as required by code, shall expand the Main Building paging and emergency PA systems to cover public spaces. Any required Tenant local paging system within the premises is the responsibility of the Tenant. Any local system shall be equipped with an override feature to accept signals from the main system and provide priority annunciation.

Adequate high pressure gas mains, line taps, shut off gas cocks, meters and pressure reducing regulators will be provided on the roof to serve required gas for Tenants. The Tenant shall provide all distribution piping, regulators, shut-off values, vent piping, etc. for all gas-operated equipment. All concealed gas lines inside the building requires a 2-hour chase enclosure, per the building department, to be provided by the Tenant.

All roof penetrations associated with MEP components for premises are at the Tenant's expense. The Tenant must use an approved bonded roofer to maintain the warranty of the Airport's roof. MDAD will provide warranty information from roof manufacturer. Only MDAD approved roofing penetrations details for all tenant roof equipment are to be used.

The Airport is providing an empty room for future connectivity to concessionaire's hubs, with empty conduits from the nearest cable tray.

LIGHTING CRITERIA

All lighting must be reviewed and approved by the Airport.

The Airport does not supply lighting of storefronts. General Airport Terminal Concourse illumination will not provide adequate lighting for storefront merchandise. Storefronts that are recessed behind the Lease Line should have Tenant installed lighting in the Tenant's soffit area in the form of recessed downlights. Tenants will be allowed to modify Airport bulkhead to accept recessed lighting with prior approval of Airport.

There shall be no direct glare from the store to the Airport Terminal Concourse area.

Exposed lights inside the store, other than purely decorative, are only permitted with special permission from the Airport.

All showcases and display cases must be adequately lit and ventilated. Direct visual exposure of lamps and/or fluorescent tubes is prohibited.

If fluorescent ceiling light fixtures are used, they must incorporate "parawedge" diffusers or their equivalent. White acrylic egg crate or clear acrylic prism diffusers will not be permitted, except in food prep areas.

All storefront and interior reflected ceiling plans and specifications shall be submitted to the Airport for review and approval prior to construction.

Incandescent units may be used for general lighting only if the Tenant has established an identity based on this theme or motif and units are approved in writing by the Airport.

Track type lighting shall be compatible with the design of the Tenant space.

Cut sheets must be submitted on all lighting for Airport review and approval.

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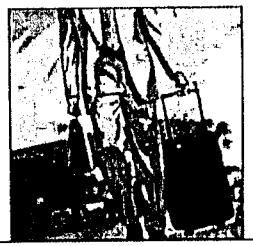
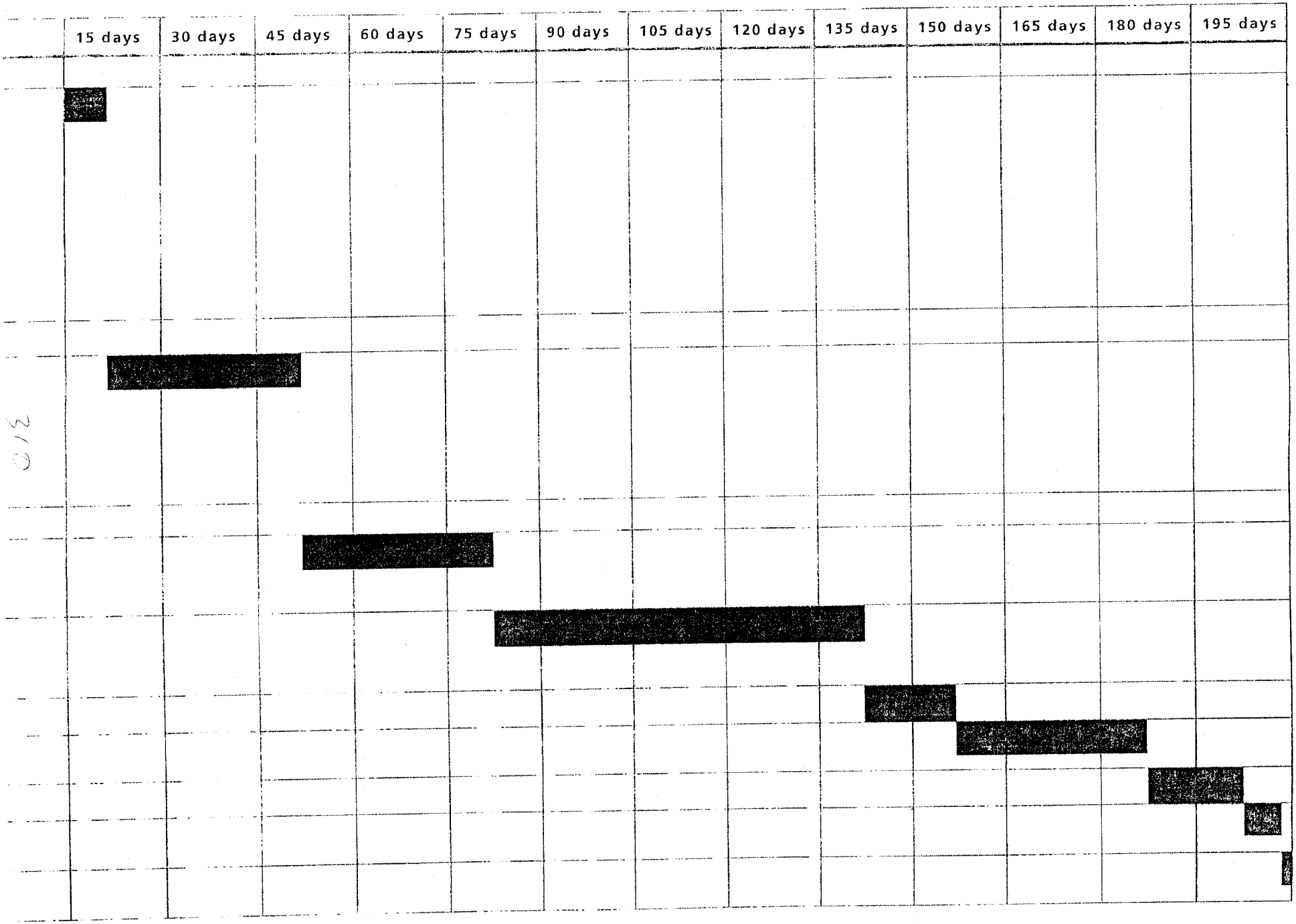


SUBMITTAL REVIEW PROCESS

A Project Review Team has been created with a representative from each of the following MDAD divisions: Facilities (TAC), Interior Design, Commercial Operations, Fire and Life Safety, North Terminal and Miami Dade County Building Department. The "Team" will have a set meeting monthly in which tenants may submit schematic drawings, certain % drawings, etc. for review. Tenants will attend with their architects and designers to respond to queries and concerns.

Note: The timetable may vary depending upon the completeness of the tenant's submittals and their responsiveness and timely implementation of comments. The other factor that may not be controlled is the response by others outside the Airport employment base such as any environmental (DERM) or other County reviewers.

Steps taken from signing the lease to start of construction	
Commercial Operations	
7 days	Tenant meeting is planned by Commercial Operations Department with Facilities Project Manager in attendance. • Provide design guideline handbook. • Review lease terms and conditions. • Review permit process. • Review concept. • Review financial plan. • Review phasing/transition plan. • Review operating standards. • Provide tenant handbook. • Describe process for initiating design review.
Commercial Operations/Construction	
30 days (Prepare Schematic Design Documents)	If the project is not in the master plan or is a deviation from the master plan, then a quick check form is submitted. Otherwise, it is not needed. • Tenant submits schematic plan, color boards/ materials, etc. • Commercial Operations arranges meeting with Team. • Team reviews submittal.
Construction Permitting Process	
30 days (Prepare Design Development Documents)	Refined design documents are to be submitted by the end of this phase.
60 days (Prepare Construction Documents)	Construction documents are to be submitted by the end of this phase.
15 days	100% construction document review. **THE PERMIT PROCESS BEGINS.**
30 days	Tenant revises plans to accommodate review comments.
15 days	Revised plans are reviewed and back-check completed.
7 days	Pre-construction meeting is held which includes Commercial Operations.
1 day	Construction begins – Commercial Operations are notified if and when major changes occur in materials/design, etc.


15 days
30 days
45 days
60 days
75 days
90 days
105 days
120 days
135 days
150 days
165 days
180 days
195 days

GENERAL CONDITIONS

The purpose of this process is to provide guidelines to all involved in the modifications of existing Miami International Airport facilities. The object is to provide an expeditious submittal, review and approval process. All Tenants, architects, engineers and contractors must be familiar with the Retail Concession Handbook as well as the applicable sections of the Miami International Airport Design Guideline Manual.

The Miami International Airport Design Guideline Manual is published by MDAD. Its purpose is to inform architects and engineers of acceptable design parameters for the design of construction improvements within the boundaries of the Airport. While this guideline references legally binding codes and standards that have been adopted by the Airport, it is not of itself a code, standard or specification, but rather a guide for the design team. This guideline shall NOT be referenced in construction documents, such as "Note to contractor – Construct in accordance with the Design Guideline Manual."

PROFESSIONAL RESPONSIBILITY STATEMENT

Except as otherwise approved by Planning and Engineering on an individual project basis, the design of any and all facilities located within the boundaries of the Airport must be accomplished by a practicing professional architect and/or engineer duly licensed in the State of Florida. The professional will sign and seal his/her work. Work shall be confined to the field of practice in which the professional is duly licensed by the State of Florida to practice.

INFORMATION RELEASES

It should be noted that news releases and release of information in general are ways that the airport may keep the public informed and may maintain public interest in and support for Airport activities. News releases shall reflect the overall activities, goals and objectives of the Airport as opposed to emphasizing an isolated event. To accomplish this, all communications to the public media must first be submitted to the appropriate controlling authority.

HANDICAPPED REQUIREMENTS

Miami International Airport intends to make facilities accessible to and usable for all persons with disabilities. All building and facilities shall be designed and constructed to provide access by personnel with disabilities. Improvements to existing facilities available to the public will require that handicap requirements are complied with for the entire facility. The design shall use the applicable state and national laws in the design of these facilities.

CONSTRUCTION AND EXISTING CONDITIONS

All new construction at the Airport will require detailed information on the source of funds to be used to pay for the costs of the proposed improvements before a permit to proceed is released. To assist the Tenant in satisfying these requirements, a form Affidavit of Funding and Certification Letter is available from the Airport.

Tenant construction shall proceed only on the basis of drawings approved by the Project Coordinator in writing. Changes made between approved drawings and actual construction will require alterations to comply with approved drawings at Tenant's expense.

Tenant Contractors are required to submit one set of construction documents to the Airport prior to start of construction to verify that construction is proceeding from a final approved set of drawings. After verification by Airport, these drawings must be used in the field.

No approval of a plan by the Airport shall be deemed to encompass any variance from this document unless the variance has been so identified in the submitted plans.

In case of any deviations between these criteria drawings and those of the Airport's Lease Outline Drawings, the latter will apply. After receiving Lease Outline Drawings and prior to starting construction, the Tenant shall provide complete working drawings and specifications for the construction of the leased premises for the Airport's written approval.

During all phases of plan development prior to the construction bidding process and/or commencement of construction, the Tenant shall make a physical on-site inspection of the demised premises or have their Tenant do so.

Tenant must verify the as-built location, conditions and physical dimensions of the demised premises and the conformance of the final working drawings. Failure to do so shall be at the sole risk and expense of Tenant.

CONSTRUCTION WALL

Each Tenant is required to install a temporary construction wall to prevent dust, noise and unauthorized access.

- Construction wall is to be installed no more than three feet from Tenant's Lease Line.
- Wall is to be constructed of white vinyl covered gypsum board on 3-5/8" metal studs. Mechanical attachment of metal studs to airport floor system or bulkhead is NOT permitted. Other means of securing wall must be used, i.e. double-sided tape.
- Doors in the construction wall are to be painted wood to match vinyl gypsum board. A lock is to be provided and a key is to be given to MDAD's representative for access.
- All signage to be placed on construction barricades must be approved by MDAD prior to installation.

SUBMITTAL REQUIREMENTS

PRELIMINARY SCHEMATIC DESIGN

- Key plan showing location of shop within the Airport Terminal Building.
- Preliminary floor plans (scale ¼" = 1'-0") indicating interior design concept.
- Typical interior elevations (scale ¼" = 1'-0").
- Storefront elevation and section, including any graphics and signage. Indicate all materials and finishes (scale ¼" = 1'-0").
- Preliminary finish schedule and materials boards.

DESIGN DEVELOPMENT

- Key plan showing location of shop within the airport building.
- Building plans – floor plans, framing plans, sections, elevations, plumbing and mechanical (including design criteria and loads), fire protection and fire detection, electrical and illumination (including tabulated loads), graphics/signing and design data.
- Outline specifications.
- Revised cost estimates and construction schedule.
- Perspective rendering.

Tenant schematic and design development drawings must be approved before preparing contract documents. Prior to the start of any construction projects on the Airport in which the applicant bids or lets the contract, the Director must approve a Tenant Construction Application.

CONSTRUCTION DOCUMENTS

Construction documents are not to begin until all comments from the schematic and design development phases have been incorporated and approval from the Airport Coordinator is granted.

This phase should include the following:

- Key plan showing location of shop within the Airport Terminal Building.
- Floor plans (¼" = 1'-0") indicating storefront construction materials colors and finishes as well as sliding door track location (if required), location of partitions and type of construction, placement of merchandising fixtures and toilet room locations indicating placement of plumbing fixtures.
- Reflected ceiling plans (¼" = 1'-0") indicating ceiling materials, various heights; location of all light fixtures, their manufacturer's name and catalog number; lamps to be used and mounting (recessed, surface, etc.); location of sprinkler heads and HVAC grilles.
- Storefront elevation and section (¼ = 1'-0"), including any graphics and signage. Indicate all materials and finishes.
- All interior elevations plus sections and details sufficient for construction (¼" = 1'-0").
- Interior finish schedule.
- Final material samples and color chips firmly attached to 15" x 20" illustration boards. All samples and materials must be clearly labeled and keyed to the appropriate drawings. Sample boards are to be retained by the MDAD Commercial Department for reference as Tenant's construction progresses.
- Sign details (1 ½" = 1'-0") indicating elevation and section views, letter style and size, all colors and materials, methods of illumination, color of illuminate and voltage requirements. Food Tenants to include menu board details as well as proposed method of temporary signage (sales, daily or weekly specials) including location, size, materials, color, letter type and framing method.
- Mechanical drawings, including electrical, HVAC, plumbing and sprinkler, and load summaries.
- Drawings must indicate connected electrical loads, weights of heavy equipment, cases, etc.
- Specifications not on drawings should be submitted on 8 ½" x 11" paper, three sets.

The documents at this point should contain all of the revisions required prior to this submittal. They should be ready to be signed and sealed pending North Terminal and Miami Dade County Building Department approval. Once these documents are approved, signed and sealed, documents can be provided to contractors for bidding or award.

ADDITIONAL SUBMITTALS

In addition to the documents described above that are required for the permitting process, the MDAD Commercial Department requires the following Tenant submittals for their review and approval: merchandising and/or menu lists, pricing schedule, hours of operation and staffing schedule. Tenants and concessionaires that provide public seating within their establishment or in other publicly accessible areas must also provide samples of the tables and chairs for testing by the MDAD staff. These submittals must be made during the Preliminary Schematic Design phase.

RECORD DOCUMENTS

At the completion of construction activities, the Airport record documentation as required by the Miami International Airport Design Guideline Manual shall be provided.

Miami Dade County
Miami Dade Aviation Department
Miami International Airport
May 9, 2002

Tenant Airport Construction Non-Reimbursable Projects (TAC-N) Design and Construction Procedures EXHIBIT F

Glossary of Terms

A/E	Tenant's State of Florida Registered Architect or Engineer responsible for the design of the project
GSA	General Service Administration
MARC	Miscellaneous Asbestos Recovery Contract
MCC/TAC	Miscellaneous Construction Contract/Tenant Airport Construction
MDAD	Miami Dade Aviation Department
NTP	Notice to Proceed
TAC-N	Tenant Airport Construction Non-reimbursable projects
Tenant	Business Partner, Lessee

General Information

If a tenant wants to improve or expand a leasehold area, the tenant must first contact an MDAD Properties or Commercial Operations Manager to discuss the improvement terms of the revision agreement if the project is acceptable to MDAD.

The MDAD Properties or Commercial Operations Manager will prepare a "QUICK-CHECK FORM" (with attachments), which will be submitted to the MDAD Development Division Manager and other divisions for review and approval. Special consideration is given to its impact upon other adjacent projects underway or proposed. The attachments that will accompany the "QUICK-CHECK FORM" will include but are not limited to the following:

a. A completed TAC-N Project Information form, copy attached.

b. Conceptual drawings/sketches.

c. Tenant's letter which includes a description of the project, copies of a proposed schedule and cost estimate, plus a statement requesting MDAD to approve the conceptual project for design and construction.

Procedures-Design and Construction

1. The MDAD Development Division Manager will assign an MDAD Project Number to the project. If approved, the "QUICK-CHECK FORM" (with attachments) will be submitted to the Facilities Division Manager who will review and assign the project to the MCC/TAC Chief who will then direct the TAC-N Project Manager to monitor the design and construction activities of the project. The TAC-N Project Manager will contact the tenant upon receipt of the project and will forward the TAC-N procedures to the tenant.

2. It is the responsibility of the tenant through its A/E and/or Contractor, as applicable, to:

   a. Obtain copies of MDAD Record (As-Built) Drawings from the MDAD Technical Support Division by calling 305.876.7057.

   b. Verify field conditions including but not limited to electrical, mechanical, HVAC, plumbing, water, sewer, structural, connecting points for all utilities/HVAC/fire protection/smoke evacuation, etc.

   c. Ensure that the design of the project is in compliance with the MDAD Design Guidelines Manuals (MIA Terminal projects only) Guidelines is available on the Internet at (www.miami-airport.com).

   d. Obtain a copy of the MDAD Asbestos Status Report for the project from the MDAD Environmental Engineering Division. Please call 305.876.8326 to request the report. This report is required by the Miami Dade Building Department for permitting and must be submitted along with the application for a building permit and two sets of plans, signed and sealed by the A/E of Record.

   e. Coordinate schedules and locations for MIA terminal deliveries at the 2nd floor curbside with MDAD Landside Operations Division. Please call 305.876.7086 for coordination.

   f. Coordinate schedules and construction within the MIA terminal with the MDAD Terminal Operations Division. Please call 305.876.7082 for coordination.

   g. Coordinate airside accesses requirements with MDAD Airside Operations Division. Please call 305.876.7482 for coordination.

   h. Coordinate the issuance of MDAD photo ID badges and requirements for orientation regarding airport security with the MDAD Safety and Security Operations Division. Please call 305.869.4028 for coordination.

   i. Coordinate "SHUTDOWN PROCEDURES" with the MDAD Engineering Maintenance Division. Please call 305.876.7477 for coordination.

   j. Coordinate requirements and specific procedures relating to permitting for DERM, DEP, dewatering excavating, trenching, stockpiling, maintenance and disposal of contaminated material. With the MDAD Environmental and Airport Engineering Division. Please call 305.869.1063 for coordination.

3. The tenant or the tenant's A/E of Record shall:

a. Submit 10 sets of 100% construction documents to the TAC-N Project Manager for review. Each sheet of the submitted plans shall be identified with a title box that includes the name, address, and telephone/fax numbers of the owner as follows:

Property Owner: Miami Dade Aviation Department
MDAD Project Manager:
Address: P.O. Box 592075, Miami, Florida 33159

Tel: _____
Fax: 305.876.0996

Project Owner/Lessee: _____

Tenant's Project Manager: _____

Address: _____

Tel: _____

Fax: _____

The TAC-N Project Manager will submit the sets of construction documents to Consultants and MDAD Staff for a Design Review. This process has a duration period of fourteen (14) calendar days. The Reviewers will fax any issues/comments to the tenant's A/E of Record and to the TAC-N Project Manager within fourteen (14) calendar days of receipt of the plans. The tenant or the tenant's A/E of Record shall confirm receipt of Review Comments with the TAC-N Project Manager on the fifteenth (15) day.

b. Address the Reviewer's issues/comments to the satisfaction of both parties by fax, meetings, telephone conversations, etc.

c. Revise the construction documents to reflect the changes required by the Design Reviewers. Submit three sets of 100% construction documents, one (1) of which must be signed and sealed by the tenant's A/E of Record. Reviewers must sign the 100% Back Check form, and return it to the A/E and TAC-N Project Manager.

The TAC-N Project Manager will review the submittals. The MCC/TAC Chief will then provide the "Letter of Concurrence" to the tenant in order to apply for a building permit for its project. This letter is valid for a period of sixty (60) calendar days from the date of issuance. If the tenant or his A/E of Record has not applied for a building permit within the sixty (60) calendar days, the Letter of Concurrence will have to be reissued.

d. Provide the Miami Dade Building Department located at Building 5A, 4th Floor, MIA, with a Building Permit application, the TAC-N Letter of Concurrence, a copy of the MARC Report (if required) and two (2) signed and sealed 100% permit sets of the project construction documents. For additional information, please call 305.869.1363.

e. The TAC-N Project Manager will advise the tenant of the Miami Dade GSA, Risk Management Division's insurance requirements. Prior to commencement of construction, provide the TAC-N Project Manager copies of all Certificates of Insurance as required.

f. Submit copies of the Construction Schedule, Design and Construction Budget (Update), and Building Permit to the TAC-N Project Manager prior to commencement of construction.

4. Pre-Construction and Construction Meetings

The TAC-N Project Manager will determine, based on the complexity and magnitude of the project, if a pre-construction meeting is required and if regular construction meetings will be required. If required, the frequency of the construction meetings will be established based on the complexity and duration of the project. Attending the meetings will be the tenant's A/E and contractor, the MDAD representative and others as may be required. If no regular scheduled construction meetings are held, the TAC-N Project Manager or his designee will periodically visit the jobsite. The permit set of drawings is required to be kept and available on the construction site at all times.

5. Project Close-Out

If required, a walk through is scheduled and coordinated through the TAC-N Project Manager. It is the responsibility of the tenant to submit copies of the following, as applicable, to the TAC-N Project Manager:

a. The signed-off building permit (inspections) within 24 hours of its issuance.

b. Certificate of Occupancy or Completion within 24 hours of its issuance.

c. Warranties, manuals, instructions, etc., of any equipment that will be maintained by MDAD.

d. Record Drawings (As-Built drawings) on Bond paper, two (2) signed and sealed set prepared by the tenant's architect of Record within thirty (30) days from the issuance date of the Certificate of Occupancy or Completion.

e. Depending upon the size or complexity of the project, the tenant may be requested to provide the TAC-N Project Manager with As-Built Mylar's, 35mm aperture cards or digital files for the project.

The TAC-N Project Manager and the tenant will closeout the project. All documents must be received by the TAC-N Project Manager from the tenant prior to project closeout.

Miami Dade County
Miami Dade Aviation Department
Miami International Airport

Tenant Airport Construction Reimbursable Project (TAC-R)
Design and Construction Procedures – Facilities Division MCC/TAC Section

A/E	Tenant's State of Florida Registered Architect or Engineer responsible for the design of the project
GSA	General Service Administration
MARC	Miscellaneous Asbestos Recovery Contract
MCC/TAC	Miscellaneous Construction Contract/Tenant Airport Construction
MDAD	Miami Dade Aviation Department
NTP	Notice to Proceed
PM	Project Manager
PSA	Professional Service Agreement
TAC-N	Tenant Airport Construction Non-reimbursable projects
Tenant	Business Partner, Lessee

General Information

All work that tenants plan to perform on MDAD property must comply with MDAD Design Guidelines and maintenance's utilities clearances and utilities shutdowns procedures, FAA regulations, County regulations and all applicable codes. A permit is required for commercial improvements regardless of the cost.

All reimbursable projects must have MDAD Properties Division's approval hand-off, prior to initiating the Tenant Airport Construction (TAC) process. All reimbursable projects require approval from the Board of County Commissioners prior to commencement of the project and/or as stipulated in the Lease Agreement.

Procedures – Design and Construction

1. The TAC project is handed-off from Properties to Facilities through the letter that Properties issues to the tenant officially authorizing the tenant to proceed as per the terms of the approved Lease Agreement by the Board of County Commissioners. The Chief of MCC/TAC receives a copy of the letter with the copy of the executed Lease Agreement, resolution and manager's memo.

2. The tenant is contacted and informed by the TAC-R P.M. of the requirements, i.e., A/E selection process, competitive bid process, forms to be used, etc

3. An A/E is selected through the A/E Selection Process for TAC Reimbursable projects. The TAC-R Project Manager will accordingly help the tenant coordinate the A/E Selection Process.

4. It is the responsibility of the tenant through it's A/D to:

   a) Obtain copies of MDAD Record (As-Built)Drawings from the MDAD Technical Support Division by calling (305) 876-7057. Verify field conditions including, but not limited to, electrical, mechanical, HVAC, plumbing, water, sewer, structural, connecting points for all utilities/HVAC/fire protection/smoke evacuation, etc. plumbing. For utilities verification and/or information call MDAD Engineering Division at (305) 876-7126, Mr. J. Rodriguez.

   b) Ensure that the design of the project located at the terminal building is in compliance with the MDAD Design Guidelines Manuals (MIA Terminal projects only) Guidelines are available on the Internet at www.miami-airport.com. Projects in the Cargo areas and at the

General Aviation Airports do not need to comply with the MDAD Guidelines, except for the civil work as stipulated in the Design Guidelines.

NOTE: The MDAD TAC-R Project Manager participates in all of the following activities 5 through 23.

5. The MDAD TAC-R Project Manager prepares a Capital Project Fact Sheet (CPFS). This is an internal process by which the funding source is determined for design and/or construction cost of the project.

6. The tenant's consultant prepares bid documents that are reviewed at various levels of completion. The MDAD TAC Project Manager coordinates the number of reviews and the review process. The "Construction Contract, General and Legal Provisions and Division 1 for TAC projects and CSBE set aside TAC" projects will be used. This document consists of Advertisement for Bids, Instruction to Bidder, Bid Forms, Bid Bond, Condition of Award Requirements, Assignment Agreement, Contract, Surety Performance Bond, Surety Payment Bond, General Conditions, Special Provisions and the various Divisions. The document will be given to the tenant by the TAC-R Project Manager.

7. The tenant's consultant revises the plans to be in compliance with the reviewer's comments and obtains the reviewer's sign-offs on the TAC-R Design Review- 100% Back Check Form prior to bidding.

8. Based on the terms of the Lease Agreement, hazardous materials survey, testing, abatement design and specs and removal may be coordinated by MDAD through the MARC and related costs will be paid by MDAD. For expediency, the tenant may be requested to perform the above. The tenant will be reimbursed by MDAD per the terms of the Lease Agreement.

9. The tenant's consultant prepares the project construction cost breakdown by trades along with the technical specifications and submits them through the MDAD TAC Project Manager to the MDAD Office of Minority Affairs, who recommends the Community Small Business Enterprise (CSBE) goals to the office of Miami-Dade Department of Business Development (DBD). The CSBE goals are presented to the Review Committee (RC) who meets every other Thursday morning at the Courthouse Center Building, Downtown Miami by DBD for their review and recommendation to the County Manager for his approval (DBD Worksheet). Once the County Manager signs the DBD Worksheet, a copy is sent to MDAD Minority Affairs who then send copies to the Tenant and to the MDAD TAC-R Project Manager. The tenant's consultant inserts the project's CSBE goals in the Bid Documents. The CSBE goals are a requisite for bidding the work. See attached forms

10. The MDAD TAC Project Manager coordinates a Legal Review meeting to review the project General Conditions and Special Provisions for bidding.

11. MDAD issues a Letter of Concurrence for the project to the tenant. The letter allows the tenant to obtain a building permit. See sample letter.

12. The tenant shall advertise the project in the various newspapers. The TAC-N Project Manager will provide the names of the newspapers. The actual text to be used is within the Construction Contract Bid Documents, as identified in item number 6; pages A.1, A.2 and A.3. Plans, Specifications and other Bid Documents as will be sent by the tenant's consultant to the following for public inspection: F.W. Dodge Corporation, Miami Builders' Exchange, Broward Builders Exchange in care of Construction Marketing Data, Black Business Association, Latin Builders Association, Allied Minority Contractors Association, Hispanic American Builders Association and the Dade County Department of Business Development.

13. A Pre-Bid meeting is scheduled and chaired by the tenant's consultant. The tenant's consultant prepares meeting minutes and if required issues addenda. The MDAD Project Manager invites other MDAD Division to participate.

14. The MDAD TAC-R Project Manager attends the bid opening which is held at the office of the tenant's consultant.

15. The tenant's consultant prepares the bid tabulation and contract award recommendation. A list of the CSBE Bid Documents (as received) is also prepared by the tenant's consultant for every bidder. A copy of the complete set of Bid Documents, including addenda and the CSBE Bid

Documents are provided by the tenant's consultant to MDAD Minority Affairs through the TAC P.M. for review and transmittal to the Department of Business Development for compliance review and approval of project contract measures (CSBE). Contract award will only occur upon receipt of the Letter of Compliance from the DBD Director.

16. Contract Documents are executed between low bidder and tenant upon the MDAD Director's approval of the summary memo when required per the terms of the lease agreement. An executed copy the Contract Documents is to be provided to the MDAD TAC Project Manager.

17. The tenant/tenant's consultant issues the Notice to Proceed to the contractor. Prior to the issuance of the Notice to Proceed by the tenant, the following documents are required as per the terms of the Lease prior to the commencement of construction:

a) Performance and Payment Bonds and Insurance Certificates in compliance with the terms of the Lease and Contract Completion Bond if required by the terms of the Lease.
b) Copy of the Building Permit
c) Copy of the Lease Audit as applicable
d) The Environmental Insurance Policy as applicable

18. The MDAD TAC Project Manager issues the Wrap-up Insurance form to Risk Management.

19. A pre-Construction meeting is scheduled and chaired by the tenant's consultant. The tenant's consultant prepares meeting minutes. The MDAD TAC-R Project Manager participates in the meeting and invites other MDAD Divisions to participate.

20. It is the tenant's responsibility through his/her Consultant and or contractor to:

a. Coordinate schedules and locations for MIA terminal deliveries at the 2nd floor curbside with MDAD Landside Operations Division. Please call 305.876.7086 for coordination.

b. Coordinate schedules and construction as applicable within the MIA terminal with the MDAD Terminal Operations Division. Please call 305.876.7082 for coordination.

c. Coordinate airside accesses requirements with MDAD Airside Operations Division. Please call 305.876.7482 for coordination.

d. Coordinate the issuance of MDAD photo ID badges and requirements for orientation regarding airport security with the MDAD Safety and Security Operations Division. Please call 305.869.4028 for coordination.

e. Coordinate "SHUTDOWN PROCEDURES" with MDAD Engineering Maintenance Division. Please call 305.876.7477 for coordination.

f. Coordinate requirements and specific procedures relating to permitting for DERM, DEP, dewatering excavating, trenching, stockpiling, maintenance and disposal of contaminated material with the MDAD Environment and Airport Engineering Division. Please call 305.869.1063 for coordination.

21. Weekly construction meetings are held and the tenant's consultant prepares minutes of the meeting. The MDAD TAC-R Project Manager participates in the meetings. The TAC-R Project Manager monitors construction progress.

22. Reviews pay estimates, work orders and change orders.

23. Project Close-out: A walk through is scheduled and coordinated through the MDAD TC –R Project Manager which includes MDAD Maintenance. MDAD staff participates as required. Project requirements for compliance per the contract documents, i.e., releases of liens, claims,

warranties, manuals, instruction, etc., as-built mylars, microfiche, 35 mm apertures, copies of the Building Permit and Certificate of Occupancy, and final Change Order are submitted to the MDAD TAC-R Project Manager.

It is the responsibility of the tenant's consultant to ensure all Building Department and/or other Departments, Agencies, F.A.A. permits, requirements, inspections and required forms are completed in their entirety. It is the tenant's responsibility to ensure all documents are copied to MDAD TAC-R Project Manager. All project documentation and correspondence must include the MDAD project name and project number.

Date:

TAC-R Design Review - 100% Back Check

Project Name: _____ Project No. _____
Airport Facility _____ Plans Date _____
Project Manager _____

If you had comments and those comments have been addressed and incorporated in the 100% revised final drawings, please sign your name and date. Your signature is required in order for MCC/TAC to issue the Letter of Concurrence to the Tenant. The Letter of Concurrence enables the tenant to obtain a building permit.

REVIEWERS	SIGNATURE	DATE
Titus Crissan ***Maintenance (876-7898)***		
Victor Guildaud ***HNTB (551-8100)***		
Pedro Hernandez ***Environ Engr. (876-7928)***		
Maria Perez ***Telecomm. (876-7092)***		
Maria Pereiras ***Terminal Ops. (876-7082)***		
Terry Wagner ***Landside Ops. (876-7024)***		
Ron Smith ***Airside Ops. (876-7038)***		
Frank Stirrup ***Civil (876-7922)***		
Francis Telesca ***Development (876-7052)***		
Sunil Harman **Development (876-0120)**		

Sample Management Letter

Independent Auditor's Report

Board of Directors
XYZ Corporation

In planning and performing our audit of the Schedule of Gross Revenues and Percentage Fees Paid to the County of XYZ Corporation for the year ended _____xx, 20xx, we considered its internal control structure in order to determine our auditing procedures for the purpose of expressing our opinion of the Schedule of Gross Revenues and Percentage Fees Paid to the County and not to provide assurance on the internal control structure. Our consideration of the internal control structure would not necessarily disclose all matters in the internal control structure that might be material weaknesses under the standards established by the American Institute of Certified Public Accountants.

A material weakness is a condition win which the design or operation of one or more of the specific internal control structure elements does not reduce to a relatively low level the risk that errors or irregularities in amounts that would be material in relation to the Schedule of Gross Revenues and Percentage Fees Paid to the County being audited may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions. However, we noted no matters involving the internal control structure and its operation that we consider to be material weaknesses as defines above.

This report is intended solely for the information and use of the Board of Directors and management of XYZ Corporation and Miami-Dade County, Florida and should not be used for any other purpose.

ABC & DEF, CPA's
_____ xx, 20xx

Sample Audit Report

Independent Auditor's Report

Board of Directors
XYZ Corporation

We have audited the accompanying Schedule of Gross Revenues and Percentage Fees Paid to the County (as defined in the Lease and Concession Agreement between Miami-Dade County Florida and XYZ Corporation) of XYZ Corporation for the year ended _____ xx, 20xx. This schedule is the responsibility of XYZ Corporation's management. Our responsibility is to express an opinion on this schedule base on our audit.

We conducted our audit in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the Schedule of Gross Revenues and Percentage Fess Paid to the County is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the schedule. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall schedule presentation. We believe that our audit provides basis for our opinion.

In our opinion, the Schedule of Gross Revenues and Percentage Fees Paid to the County referred to above presents fairly, in all material respects, the gross revenues of XZ Corporation for the year ended _____ x, 20xx and the related fees paid, as defined in the Lease and Concession Agreement referred to in the first paragraph.

This report is intended solely for the information and use of the Board of Directors and management of XYZ Corporation and Miami-Dade County, Florida and should not be used or any other purpose.

ABC & DEF, CPA's
_____ xx, 20xx

Sample Compliance Letter

Independent Auditor's Report

Board of Directors
XYZ Corporation

We have audited, in accordance with generally accepted auditing standards, the Schedule of Gross Revenues and Percentage Fees Paid to the County of XYZ Corporation for the year ended _____ xx, 20xx and have issued our report thereon, dated _____ xx, 20xx. We have not performed any substantive audit procedures beyond the date of our report on the Schedule of Gross Revenues and Percentage Fees Paid to the County. Accordingly, this report is based on our knowledge as of that date and should be read with that understanding.

In connection with our audit, nothing came to our attention that caused us to believe that XYZ Corporation failed to comply with the term of the Lease and Concession Agreement with Miami-Dade County, Florida insofar as they relate to the Company's book of accounts, records and reports. However, our audit was not directed primarily toward obtaining knowledge of such noncompliance.

This report is intended solely for the information and use of the Board of Directors and management of XYZ Corporation and Miami-Dade County, Florida and should not be used for any other purpose.

ABC & DEF, CPA's
_____ xx, 20xx

XYZ
Corporation
Schedule of Gross Revenues and Percentage Fees Paid to the County For the Year Ended _____, 20xx

Month	Gross Revenues	Percentage Fee Due	Percentage Fee Paid	Balance Due
TOTAL				

Exhibit H

Single Execution Affidavits and Condition of Award Requirements

APPENDIX J

MIAMI-DADE COUNTY
MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION AFFIDAVITS

This sworn statement is submitted for:

PROJECT TITLE Non-Exclusive Duty and Tax Free Concession

PROJECT NUMBER MDAD-03-04

COUNTY OF Miami-Dade

STATE OF Florida

Before me the undersigned authority appeared Simon Falic (Print Name), who is personally known to me or who has provided as identification and who (did or did not) take an oath, and who stated:

That he/she is the duly authorized representative of

Duty Free Americas Miami, LLC
(Name of Entity)

6100 Hollywood Blvd, Hollywood, FL 33024
(Address of Entity)

6 / 5 - 1 / 2 / 4 / 7 / 2 / 5 / 0
Federal Employment Identification Number

hereinafter referred to as the contracting Entity being its

Managing Member
(Sole Proprietor)(Partner)(President or Other Authorized Officer)

and as such has full authority to make these four (4) affidavits and say as follows.

PUBLIC ENTITY CRIMES
SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES

1. I understand that a "public Entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public Entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any documents for goods or services to be provided to any public Entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public Entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

1 A predecessor or successor of a person convicted of a public Entity crime: or

2. An Entity under the control of any natural person who is active in the management of the Entity and who has been convicted of a public Entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public Entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or Entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public Entity, or which otherwise transacts or applies to transact business with a public Entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an Entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the Entity submitting this sworn statement. **[Please indicate which statement applies.]**

PUBLIC ENTITY CRIMES
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES (Cont'd)

__X__ Neither the Entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, nor any affiliate of the Entity have been charged with and convicted of a public Entity crime subsequent to July 1, 1989.

_____ The Entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, or an affiliate of the Entity has been charged with and convicted of a public Entity crime subsequent to July 1, 1989, **AND [Please indicate which additional statement applies.]**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted Entity list. **[Please attach a copy of the final order.]**

_____ The person or affiliate was placed on the convicted Entity list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted Entity list. **[Please attach a copy of the final order.]**

_____ The person or affiliate has not been placed on convicted Entity list. **[Please describe any action taken by or pending with the Florida Department of General Services.]**

DEBARMENT DISCLOSURE AFFIDAVIT
PURSUANT TO SECTIONS 10-38 AND 2-8.4.1
OF THE CODE OF MIAMI-DADE

Section 10-38 of the Code requires the Entity to affirm, under oath, that neither the Entity, its SubEntity/Subconsultant, officers, principals, stockholders, nor affiliates, as defined in the ordinance, have been debarred by the County. Any individual or Entity listed above that has been debarred by the County is prohibited from entering into any contract with the County during the period for which they have been debarred. Debarment may also constitute grounds for termination of any existing County contract. It is the Entity's responsibility to ascertain this information before submitting the Qualification Statement.

The Entity shall comply with Section 2-8.4.1 of the Code, which provide contractual

penalties and debarment.

CRIMINAL RECORD AFFIDAVIT
PURSUANT TO SECTION 2-8.6 OF THE CODE

Pursuant to Section 2-8.6 of the Code, the Entity must disclose, at the time the submission, if the Entity or any of its officers, directors, or executives have been convicted of a felony during the past (10) years. Failure to disclose such conviction may result in the debarment of the Entity who knowingly fails to make the required disclosure or to falsify information.

Indicate below if the above named Entity, as of the date of submission:

__X__ has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

_____ has been convicted of a felony during the past ten (10) years, or as of the date of submission, has an officer, director or executive who has been convicted of a felony during the past ten (10) years.

DISCLOSURE OF OWNERSHIP AFFIDAVIT PURSUANT TO SECTION 2-8.1

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared: Simon Falic after being first duly sworn, upon oath deposes and says that he/she is an authorized representative of:

Duty Free Americas Miami, LLC
(Legal name of Entity)

located at 6100 Hollywood Blvd., Hollywood, FL 33024
(Address, city, state)

PART I

That the information given herein and in the documents attached hereto is true and correct.

1. The full legal name and business address of the person or Entity transacting business with Miami-Dade County is:

   Duty Free Americas Miami, LLC

   6100 Hollywood Blvd, Hollywood, FL 33024

2. If the transaction is with a Corporation**, provide the full legal name and business address and title for each officer.

3. If the transaction is with a Corporation**, provide the full legal name and business address for each director.

4. If the transaction is with a Corporation", provide the full legal name and business address' for each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock and state the percentage.

_____

_____

_____

5. If the transaction is with a Trust, provide the full legal name and address for each trustee and each beneficiary. All such names and addresses are:

_____

_____

_____

6. The full legal name and business addresses' of any other individuals (other than subEntitys, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the transaction with Miami-Dade County are:

_____

_____

_____

7. If a Corporate Joint Venture, list the names and titles of the Officers of the Corporate Members of the Joint Venture:

(a) President:_____

Vice-Pres: _____

Secretary: _____

Treasurer: _____

(b) President: _____

Vice-Pres:_____

Secretary:_____

Treasurer:_____

8. If a Non-Corporate Partnership or Joint Venture, list the names of the Principals of the Non-Corporate Partnership or Joint Venture:

(a) Duty Free Americas Airports, Inc.
(Name)

Simon Falic, Managing Member
(Title)

(b) Concourse Concessions, Inc.
(Name)

Bettye Dixon, Member
(Title)

. CONTRACTOR'S DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART II
EMPLOYMENT DISCLOSURE

1. Does your firm have a collective bargaining agreement with its employees? [X] Yes [ ] No

2. Does your firm provide paid health care benefits for its employees? [X] Yes [ ] No

3. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:

	FIRM		Ownership	
White:	189 Males	296 Females	3 Males	0 Females
Asian:	64 Males	107 Females	0 Males	0 Females
Black:	75 Males	104 Females	0 Males	1 Females
Native American:	4 Males	10 Females	0 Males	0 Females
Hispanics:	293 Males	314 Females	0 Males	0 Females
Alaskan Natives:	____ Males	____ Females	0 Males	0 Females
_____:	____ Males	____ Females		
_____:	____ Males	____ Females		

(ADD EXTRA SHEETS IF NEEDED)

* **Post Office Box addresses not acceptable.**

** **If a Joint Venture, list this information for each member of the Joint Venture**

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART II

LIST ALL CONTRACTS IN EFFECT WITH MIAMI-DADE COUNTY DURING THE LAST FIVE (5) YEARS:

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(1)			
none	$ none	$ none	%

Name of Dept. & Summary of Services Performed _____

_____

_____

Litigation Arising out of Contract _____

_____

_____

(2)

____ $_____ $_____ _____%

Name of Dept. & Summary of Services Performed _____

_____

_____

Litigation Arising out of Contract _____

_____

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART II (Cont'd)

(3)

____ $_____ $_____ _____%

Name of Dept. & Summary of Services Performed _____

Litigation Arising out of Contract _____

==========

(4)

____ $_____ $_____ _____%

Name of Dept. & Summary of Services Performed _____

Litigation Arising out of Contract _____

==========

(ADD EXTRA SHEET(S) IF NEEDED.)

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART III

A. How long has Entity been in business? Since March 2005 * (See note below)

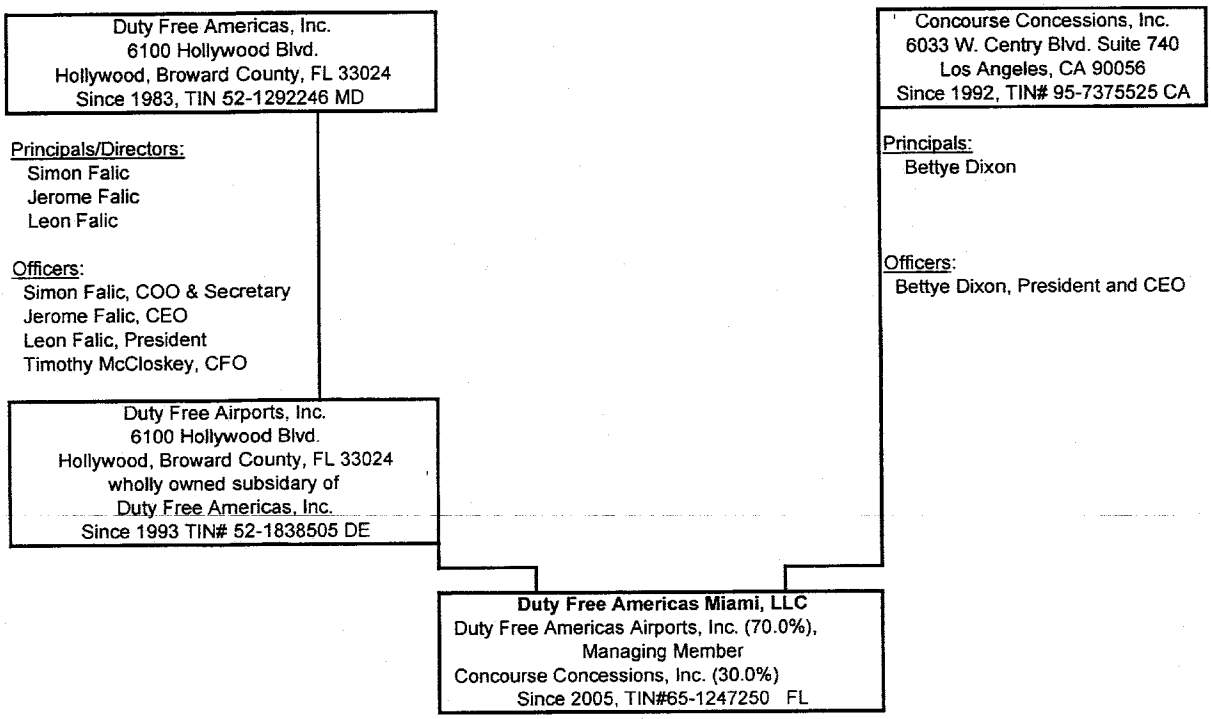
* Partnership created in 2005; Partnershp members have been in business since 1993 and 1992, respectively

B. Has the Entity, or the principals of the Entity, ever done business under another name or with another firm? Concourse Concessions, Inc. f/k/a Concouse Gift and News, Inc.

Duty Free Americas Airports, Inc. f/k/a World Duty Free Airports, Inc., f/k/a Fenton Hill Ltd.

If yes, attach separate sheet(s) listing same information as in parts I, II and III of this affidavit.

Duty Free Americas Miami, LLC Ownership Structure



This single execution shall have the same force and effect as if each of the above four (4) affidavits had been individually executed.

(Signature of Authorized Representative)

Title Managing Member

Date April 12, 2005

STATE OF: Florida

COUNTY OF: Brevard

The above affidavits were acknowledged before me this 12 day of April, 20 05

by Simon Falic,
(Authorized Representative)

of Duty Free Americas Miami, LLC
(Name of Corporation, Partnership, etc.)

who is personally known to me or has produced as identification and who did/did not take an oath.

(Signature of Notary)

Notary Stamp or Seal:

Teresita Bermudez
(Print Name)

Notary Commission Number: 339243

My Commission Expires: Nov. 20, 2008

TERESITA BERMUDEZ
MY COMMISSION EXPIRES
November 20, 2008
#DD 339243
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

MIAMI-DADE COUNTY
MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION
CONDITION OF AWARD REQUIREMENTS

The following pages are provided for the Respondents' convenience and are prerequisite to a contract award:

- Single Execution Condition of Award Package

  Disability Nondiscrimination
  Family Leave
  Domestic Leave
  Currently Due Fees and Taxes Verification
  Drug Free Work Place
  Current In County Obligations
  Code of Business Ethics
  Affirmative Action Plan/Procurement Policy
  Conflict of Interest

- SubEntity/Supplier Listing (COA-12)

- Subcontracting Policies Statement (COA-13)
  (Also required, but no format (insert page is provided))

- Proof of Authorization to do Business (COA-14)
  (Attach a copy of the Certificate of Status or Authorization per 607.00128 F.S., and certificate evidencing compliance with the Florida Fictitious Name Statue per 865.09 F.S., if applicable.)
  (Also required, but no format (insert page is provided))

MIAMI-DADE COUNTY

MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION CONDITION OF AWARD CERTIFICATIONS

This sworn statement is submitted for:

PROJECT TITLE Non-Exclusive Duty and Tax Free Concession

PROJECT NUMBER MDAD-03-04

COUNTY OF Miami-Dade

STATE OF Florida

Before me the undersigned authority appeared Simon Falic (Print Name), who is personally known to me or who has provided _____ as identification and who (did or did not) take an oath, and who stated:

That he/she is the duly authorized representative of

Duty Free Americas Miami, LLC
(Name of Entity)

6100 Hollywood Blvd, Hollywood, FL 33024
(Address of Entity)

6 / 5 - 1 / 2 / 4 / 7 / 2 / 5 / 0
Federal Employment Identification Number

hereinafter referred to as the contracting entity being its

Managing Member
(Sole Proprietor)(Partner)(President or Other Authorized Officer)

and as such has full authority to make these nine (9) certifications/verifications and say as follows.

DISABILITY NONDISCRIMINATION
PURSUANT TO RESOLUTIONS R-182-00 AND R-385-95, AND SECTION 11A-26 OF THE CODE

Pursuant to County Resolution No. R-182-00, amending Resolution No. R-385-95, the Entity shall provide written certification that the firm is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act, the Fair Housing Act, nor any other laws prohibiting discrimination on the basis of disability. Any post-award violation of these Acts may result in the contract being declared void. If any certifying Respondent or their affiliate is found in violation of the Acts, the County will conduct no further business with such attesting firm. Any violation of this Resolution may result in debarment.

The Entity shall also comply with Section 11A-26 of the Code, unlawful employment practices.

FAMILY LEAVE
PURSUANT TO SECTIONS 11A-31 AND 11A-28 OF THE CODE

Pursuant to Section 11A-31 of the Code, the Entity shall provide written certification that the firm provides family leave to their employees as required by the County Family Leave Ordinance. The Entity who fails to provide the required certification shall be precluded from receiving the contract. Any violation of this resolution may result in debarment.

Also the procedures for a family leave complaint shall be as outlined in Section 11A-28 of the Code of Miami-Dade.

DOMESTIC LEAVE
PURSUANT TO SECTIONS 11A-60 THROUGH 11A-67 OF THE CODE

Pursuant to Sections 11A-60 through 11A-67 of the Code, the Entity shall provide written certification that the firm is in compliance with the County's Domestic Leave Policy. The Entity who fails to provide the required certification shall be precluded from receiving the contract. Failure to comply with the requirements of this Resolution, as well as Sections 11A-60 through 11A-67 of the Code, may result in the contract being declared void, the contract being terminated, and/or the firm being debarred. The obligation to provide domestic leave to their employees shall be a contractual obligation.

CURRENTLY DUE FEES OR TAXES, PURSUANT TO SECTION 2-8.1 (C) OF THE CODE

Pursuant to Section 2-8.1(c) of the Code, the entity shall verify that all delinquent and currently due fees or taxes - including but not limited to real and property taxes, utility taxes and occupational licenses - collected in the normal course by the County Tax Collector, as well as County issued parking tickets for vehicles registered in the name of the Entity, have been paid. Failure to comply with this requirement may result in debarment.

DRUG-FREE WORK PLACE PURSUANT TO SECTION 2-8.1.2 OF THE CODE

Pursuant to Section 2-8.1.2 of the Code, no person or entity shall be awarded or receive a County contract for public improvements unless such person or entity certifies that it will provide a drug free workplace. Failure to comply with this policy may result in debarment for those persons or entities that knowingly violate this policy or falsify information.

CURRENT IN COUNTY OBLIGATIONS AFFIDAVIT PURSUANT TO SECTION 2-8.1(h)

Pursuant to Section 2-8.1(h) of the Code, no individual or Entity shall be allowed to receive any additional County contracts, if it is in arrears in any payment under a contract, promissory note or other loan document with the County, or any of its agencies or instrumentalities, including the Public Health Trust, either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or Entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the Code, until either the arrearage has been paid in full or the County has agreed in writing to a payment schedule. Failure to meet the terms and conditions of any obligation or repayment schedule with the County shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

CODE OF BUSINESS ETHICS AFFIDAVIT PURSUANT TO SECTION 2-8.1(i)

Pursuant to Section 2-8.1(i) of the Code, each person or Entity that seeks to do business with the County shall adopt a Code of Business Ethics ("Ethics Code") and shall, prior to the execution of any contract between the Entity and the County, submit an affidavit stating that the Entity has adopted an Ethics Code that complies with the

requirements of Section 2-8.1(i) of the Code. A Entity failing to submit the required affidavit shall be ineligible for contract award.

AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY OR EXCEPTION PURSUANT TO SECTION 2-8.1.5 OF THE CODE

In accordance with Section 2-8.1.5 of the Code, all firms with annual gross revenues in excess of $5 million, seeking to contract with Miami-Dade County shall, as a condition of award, have a written Affirmative Action Plan and Procurement Policy on file with the County's Department of Business Development. Said firms must also submit, as part of their submittals to be filed with the Clerk of the Board, an appropriately completed and signed Affirmative Action Plan and Procurement Policy Affidavit. Firms whose Boards of Directors are representative of the population make-up of the nation are exempt from this requirement and must submit, in writing, a detailed listing of their Boards of Directors, showing the race or ethnicity of each board member, to the County's Department of Business Development. Firms claiming exemption must submit, as part of their submittals to be filed with the Clerk of the Board, an appropriately completed and signed Exemption Affidavit in accordance with Section 2-8.1.5 of the Code. Either submittal shall be subject to periodic reviews to assure that the entities do not discriminate in their employment and procurement practices against minorities and women owned businesses.

It will be the responsibility of each firm to provide verification of their gross annual revenues to determine the requirement for compliance with the Ordinance. Those firms that do not exceed $5 million annual gross revenues must clearly state so in their submission.

Any Entity which does not provide an Affirmative Action Plan and Procurement Policy may not be recommended by the County Manager for award by the Board of County Commissioners.

All entities with annual gross revenues in excess of $5 million shall submit only one of the following two (2) affidavits with its submission; whichever one is appropriate to its circumstances.

AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY AFFIDAVIT

Project No.: MDAD-03-04 Date April 22, 2005

Project Title: Non-Exclusive Tax and Duty Free Concession

Pursuant to Section 2-8.1.5 of the Code, entities with annual gross revenues in excess of $5,000,000 seeking to contract with the County shall as a condition of receiving a County contract have: 1) a written affirmative action plan which sets forth the procedures the Entity utilizes to assure that it does not discriminate in its employment and promotion practices: and 2) a written procurement policy which sets forth the procedures the Entity utilizes to assure that it does not discriminate against minority - and women – owned businesses in its own procurement of goods, supplies and services. Such affirmative action plans and procurement policies shall provide for periodic review to determine their effectiveness in assuring the Entity does not discriminate in its employment, promotion and procurement practices. The foregoing not withstanding, corporate entities whose board of directors are representative of the population make-up of the nation shall be presumed to have non-discriminatory employment and procurement policies, and shall not be required to have written affirmative action plans and procurement policies in order to receive a County contract. The foregoing presumption may be rebutted. The requirements of this section may be waived upon written recommendation of the County Manager that it is in the best interest of the County to do so and approval of the County Commission by majority vote of the members present.

Based on the above, please check the appropriate space below, and complete the affidavit as directed:

_____ My firm provides engineering, architectural, landscape architectural, land surveying and mapping services. My firm has forwarded our affirmative action plan to the Department of Business Development for review.

__X__ My firm has annual gross revenues in excess of $5,000,000. My firm's affirmative action plan and procurement policy has been forwarded to the Department of Business Development for review.

_____ My firm has annual gross revenues less than $5,000,000. Therefore, Section 2-8.1.5 of the Code is not applicable.

_____ My firm has a Board of Directors which is representative of the population make-up of the nation. (Complete the following Affirmative Action Plan exemption affidavit)

If at any time the Department of Business Development (DBD) has reason to believe that any person or firm has willfully and knowingly provided incorrect information or made false statements, DBD may refer the matter to the State Attorney's Office and/or other investigative agencies. DBD may initiate debarment and/or pursue other legal

remedies in accordance with Miami-Dade County policy and/or applicable federal, state and local laws.

The undersigned swears that the foregoing statements are true and correct. If after executing this affidavit there are any changes in the information submitted, the undersigned agrees to immediately inform DBD of such changes in writing.

DUTY FREE DFA AMERICAS

Equal Employment Opportunity Policy

"Duty Free Americas, Inc. is committed to providing equal employment opportunity to all of our associates. This policy applies to, but is not limited to, all personnel actions and procedures, including recruitment, hiring, training, transfers, promotions, terminations, compensation, benefits and all other terms, conditions or privileges of employment.

This policy is to be administered without regard to race, religion, national origin, age, sex, disability, martial status, citizenship, veteran's status, sexual orientation and any other characteristic protected by federal, state, or local laws. If an associate feels there has been a violation of this policy, he or she should immediately contact the Human Resources Department".

Disability Policy

"Duty Free Americas, Inc. will not discriminate against a qualified individual with regard to application, hiring, advancement, discharge, compensation, training, or any other terms, conditions, or privileges of employment.

Duty Free Americas, Inc. will make a reasonable accommodation for any known physical or mental limitation of an otherwise qualified individual, unless doing so imposes an undue hardship on the business. Any request for an accommodation should be made to your immediate Manager/Supervisor or your Human Resources representative.

In addition, Duty Free Americas, Inc. and all associates will comply with the Americans With Disabilities Act (ADA) as it relates to our customers. Duty Free Americas, Inc. and its associates will provide the greatest possible access to our merchandise and services for customers with disabilities. All questions regarding this policy should be referred to your immediate Manager/Supervisor or your Human Resources representative.

If an associate feels that there has been a violation of this policy, he or she should immediately contact the Human Resources Department".

Bud Silloway
Vice President, Human Resources

AFFIDAVIT NO. 7B
AFFIRMATIVE ACTION PLAN/PROCUREMENT EXEMPTION AFFIDAVIT

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared:_____after being first duly sworn, upon oath deposes and says that he/she is an authorized representative of:

_____
(Legal name, Corporation, Partnership, Firm, Individual)
located at _____ (address, city, state)
and, that said Entity has a Board of Directors which is representative of the population make-up of the nation and hereby claims exemption in accordance with the requirements of Section 2-8.1.5 of the Code. Said Entity has a current Board of Directors Disclosure form as required by Section 2-8.1.5 of the Code, processed and approved for filing with Miami-Dade County Department of Business Development (DBD) under File No. _____ and the expiration date of _____

CONFLICT OF INTEREST
PURSUANT TO SECTION 2.11.1 OF THE CODE

Pursuant to Code Section 2.11.1, no County employee or his or her immediate family shall be prevented from entering into any contract, individually or through a firm, corporation, partnership or business Entity in which the employee or any member of his or her immediate family has a controlling financial interest, with the County or any person or agency acting for the County, as long as (1) entering into the contract would not interfere with the full and faithful discharge by the employee of his or her duties to the County, (2) the employee has not participated in determining the subject contract requirements or awarding the contract, and (3) the employee's job responsibilities and job description will not require him or her to be involved with the contract in any way, including, but not limited to, its enforcement, oversight, administration, amendment, extension, termination or forbearance. However, this limited exclusion shall not be construed to authorize an employee or his or her immediate family member to enter into a contract with the County or any person or agency acting for the County, if the employee works in the County department that will enforce, oversee or administer the subject contract.

Any affected County employee shall seek a conflict of interest opinion from the Miami Dade County Commission on Ethics and Public Trust ("the Ethics Commission") prior to submission, or application of any type to contract with the County by the employee or his or her immediate family. A request for a conflict of interest opinion shall be made in writing and shall set forth and include all pertinent facts and relevant documents.

If the affected employee or his or her immediate family member chooses to respond to a solicitation to contract with the County, such employee shall file with the Clerk a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submission, or application of any type to contract with the County. Along with the disclosure form, the affected employee shall file with the Clerk a copy of his or her request for an Ethics Commission opinion and an opinion or waiver from the Board. Also, a copy of the request for a conflict of interest opinion from the Ethics Commission and any opinion or waiver must be submitted with the response to the solicitation to contract with the County.

This single execution shall have the same force and effect as if each of the above nine (9) certifications/verifications had been individually executed.

(Signature of Authorized Representative)

Title Simon Falic

Date April 12, 2005

STATE OF: Florida

COUNTY OF: Dade

The above certifications/verifications were acknowledged before me this 12 day of April, 2005,

by Simon Falic,
(Authorized Representative)

of Duty Free Americas Miami, LLC,
(Name of Corporation, Partnership, etc.)

who is personally known to me or has produced as identification and who did/did not take an oath.

(Signature of Notary)

Notary Stamp or Seal:

TERESITA BERMUDEZ
MY COMMISSION EXPIRES
November 20, 2008
#DD 339243
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Teresita Bermudez
(Print Name)

Notary Commission Number: 339243

My Commission Expires: Nov 20, 2008

SUBENTITY/SUPPLIER LISTING
PURSUANT TO SECTION 10-34 OF THE CODE

Firm Name of Prime Entity/Respondent: Duty Free Americas Miami, LLC Project No. MDAD-03-04

Project Name: Non-Exclusive Duty and Tax Free Concession

Business Name and Address of First tier SubEntity/Subconsultant	Principal Owner	Scope of Work to be Performed by SubEntity/Subconsultant	SubEntity Dollar Amount	(Principal Owner) Gender Race	

Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	Supplier Dollar Amount	(Principal Owner) Gender Race	
Pavlik Design Team	Sven Pavlik	Architectural and Design Services	$60,000	M	W *

will be DBE-owned and certified as of Dec. 2005

I certify that the certifications contained in this SubEntity/Supplier Listing are to the best of my knowledge true and accurate

Prime Entity/Respondent Signature | Simon Falic (Print Name) | Managing Member (Print Title) | April 15, 2005 (Date)

(Duplicate if additional space is needed)

SUBENTITY/SUPPLIER LISTING
PURSUANT TO SECTION 10-34 OF THE CODE

Firm Name of Prime Entity/Respondent: Duty Free Americas Miami, LLC Project No. MDAD-03-04

Project Name: Non-Exclusive Duty and Tax Free Concession

Business Name and Address of First tier SubEntity/Subconsultant	Principal Owner	Scope of Work to be Performed by SubEntity/Subconsultant	SubEntity Dollar Amount	(Principal Owner) Gender Race	
Business Name and Address of Direct Supplier	**Principal Owner**	**Supplies/Materials/Services to be Provided by Supplier**	**Supplier Dollar Amount**	**(Principal Owner) Gender Race**	
Construction and other subcontractors not yet determined for MDAD-03-04 project					
Contractors will be determined after award of concession. DFA has an affirmative action policy and,					
whereever possible, attempts to include local and DBE/MBE owned businesses among its contractors					

I certify that the certifications contained in this SubEntity/Supplier Listing are to the best of my knowledge true and accurate

Prime Entity/Respondent Signature Simon Falic (Print Name) Managing Member (Print Title) April 15, 2005 (Date)

(Duplicate if additional space is needed)

EXHIBIT I

MONTHLY REPORT OF GROSS REVENUES

(Due on or before the tenth (10th) calendar day following the end of each month)

MONTH OF: _____ YEAR 20____

To: Miami-Dade Aviation Department
P. O. Box 592616
Miami, Florida 33159-2616
Attn: Finance Division

From: Company Name
Address
City, State, Zip Code
Lease No.

Total Gross Revenues $_____

Percentage Fee Rate _____

Total % Fee _____

Less: Monthly Minimum Guarantee _____

% Fee Due in Excess of MMG _____

Payment included in Check No.: _____ **Amount Paid:** _____ **Dated:** _____

Percentage Fee	Gross Revenues
25%	$0 - $999,999
27%	$1M - $1,999,999
29%	$2 - $3,999,999
31%	$4 Million +

I hereby certify that the above statement is true and correct

_____
Signature

_____
Title

_____
Date

***The Department reserves the right to modify this form at any time.**

EXHIBIT J

MIAMI INTERNATIONAL AIRPORT
PROHIBITED ITEMS LIST

The following list is to advice you of those items, which are not allowed in the sterile area at Miami International Airport as of November 15, 2002.

Ammunition
Automatic Weapons
Axes
Baseball Bats
BB Guns
Billy Clubs
Blackjacks
Blasting Caps
Bows and Arrows
Box cutters
Brass Knuckles
Bull Whips
Cattle Prods
Compressed air guns
Corkscrews
Cricket Bats
Crow Bars
Disabling Chemicals or gases
Dynamite
Fire Extinguishers*
Flare Pistols
Golf Clubs
Gun Lighters
Gun Powder
Hammers
Hand grenades
Hatches
Hockey Sticks
Ice axe/Ice Pick
Knives, including Religious, Hunting (any length and type except round blade butter and plastic cutlery)
Kubatons
Large heavy tools (wrenches, pliers, etc)
Mace
Martial arts device
Meat Cleavers
Metal scissors with pointed tips
Numchucks
Pellet guns
Pepper Spray
Pistols
Plastics explosives
Pool cues
Portable power drills
Portable power saws
Razor blades (not in a cartridge)
Replica weapons
Revolvers
Rifles
Road Flares Sabers
Sabers
Screwdrivers
Shot guns
Ski Poles
Spear guns
Starter pistols
Straight razors
Stun guns/shocking devices
Swords
Tear gas
Throwing stars
Toy transformer robots (forms toy gun)
Toy weapons

*Except as authorized by local fire codes
**Items are subject to change

EXHIBIT K

MIAMI-DADE AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT
COMMERCIAL OPERATIONS

COMMERCIAL OPERATIONS
TENANT HANDBOOK

March 2004

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I. WELCOME

Welcome to the Miami International Airport family:

Miami International Airport is a family of dedicated Aviation Department county employee staff, its vendors, consultants, and Concessionaires. We number in the thousands and work closely together every day to achieve the four cornerstones upon which our mission is based: Safety and security, economic viability, customer service, and passenger service.

This standard of operations manual has been created to assist you in identifying our expectations of your inclusion into our Airport family. We believe we can meet the highest expectations of our passengers and airport patrons for an Airport which enjoys the mixture of international and domestic passenger base but it requires your attention to detail to make this happen.

We look forward to working with you to achieve not only the standards included in this manual, but to excelling beyond these basic standards.

We welcome your input and wish you well in your new business here at the Airport.

Sincerely,

Patricia A. Ryan
Manager, Commercial Operations

AG:par

II. INTRODUCTION

This Standards of Operations Manual is constructed so that it addresses the events that will usually transpire as your business embarks on a relationship with the Miami International Airport.

The Lease that exists between the Concessionaire and the County is the primary legal document that defines allowable activities and conditions within the leasehold premises. Review of the Lease is recommended for further definition of activities, concession and public boundaries, and other operating rights.

A. Vision

The MIA concessions program is a world-class retailing experience for its diverse passenger mix of the culturally diverse, cosmopolitan South Florida region, and a multi-continent international gateway by providing a wide variety of international, national and local brands that offer fair and varying price points, and innovative store designs, all within a safe, vibrant shopping environment.

B. Commercial Operations Program Goals

A commitment to balance competitively priced high quality goods and services with needed passenger services and revenue to the Airport recognizing the investment by the concessionaires and achievement of our DBE goals.

C. Commercial Operations Program Objectives

To achieve the mission/vision and goals, commercial operations' objectives are to:

- Enhance the image of MIA as a world class airport which reflects the cosmopolitan and international nature of the community
- Enhance customer service and satisfaction by improving product choice, price points, and customer service
- Optimize sales/transactions and revenue to the Airport.
- Integrate design and location of commercial operations within the infrastructure of the Airport for passenger convenience
- Balance national, regional and local commercial operations and concessions with DBE representation throughout the terminal

D. Terminal Overview

The existing Miami International Airport terminal is currently configured in a horseshoe with Concourses from A to H. Security checkpoints are arranged at the entryway to each of the concourses.

A $4.8 billion Capital Improvement Program is underway to create three terminals; the North, Central and South Terminals as described below:

North Terminal will create about 3.2 million square feet of space to accommodate the movement of aircraft, baggage and people for an international connecting hub operation. Approximately 174,000 square feet of concession space is split between food/beverage and retail. The look of the retail will be guided by our Concessionaire Design Criteria Handbook which will:

- Create a world class retail environment
- Utilize the full height of the concourse to create excitement for concessions
- Maximize the quality of presentation to third level corridors
- Compliment the architecture of the terminal with its fixtures and storefronts
- Use lighting and signage to create drama and identity
- Be outfitted with quality materials which integrate with the terminal design.

The North Terminal has four phases with the first phase in Zone D planned to open in May 2004 and is planned to be completed in 2007.

Central Terminal: The Central Terminal is the existing terminal, which includes Concourses E, F, and G. Plans are for the G Concourse to eventually be closed down. The Retail concessions include 38 stores in approximately 40,000 square feet in a landside retail program, which is anticipated to be built out by the last quarter in calendar year 2004.

South Terminal: The South Terminal is now under construction, which includes about 50,000 square feet of new concession space, the existing H Concourse and a new J Concourse.

Miami International Airport had approximately 14.7 million passengers in FY 02-03 with approximately 7 million international passengers.

III. GETTING STARTED AT MIA

While it is exciting and fun to work at Miami International Airport, there are some differences from working in other retail environments. This section will address some of those differences and some of the actions necessary because of those differences. We will guide you through some of the processes needed to get your employees, started working with us at MIA.

People Concerns – Before Beginning Employment

1. Employee Parking

A. Availability

The airport employee parking lot is available to employees of companies that lease space in the terminal building and have been authorized by the Aviation Department to utilize the employee parking facility. Employees may park in the employee parking lot only while on duty at the MIA terminal building.

B. Location and Transportation

The employee parking lot is located approximately 1 ½ miles southeast of the main terminal building. It can be accessed through LeJeune Road at N.W. 14th St. or through Perimeter Road at 15th Street. Shuttle buses provide 24-hour transportation to and from designated locations on the departure level of the terminal building with approximate headways of 5 minutes during peak times and 15 minutes during non-peak times.

C. Parking Decal Information

Employee parking decals are issued in 4, 8, or 12-month increments. Companies that will be paying for employee parking decals can establish an account and be invoiced monthly by contacting the Finance Division. Employees can pay for their parking at the Decal Section. The Decal Section is located on the ground floor of the Dolphin Garage, and is open Monday-Friday except holidays from 8:00 a.m. to 5:00 p.m. Contact the Decal Section for current employee parking rates. To register your company and establish authorized requestors for your company, please obtain sample letters from the Decal Section (tel. number: 305- 876-7567).

D. Parking Lot Safety and Security

- Access to the employee parking lot is restricted to vehicles with a valid employee parking decal and employees with valid MIA identification badges or airport authorized company identification badges. Family members/friends traveling in the same vehicle will be denied entry to the lot if they do not have a valid MIA or company I.D.
- Employees must have a valid MIA or airport approved company identification badge to ride the employee shuttle bus between the employee parking lot and the terminal building. Family members/friends are not allowed to ride the employee shuttle bus.

- There are emergency telephones located at each bus shelter in the employee parking lot. These phones may be used to report personal safety issues or non-emergency situations such as the need for motorist assistance.

E. Abuse of Parking Privileges

- Employee parking decals must be permanently affixed on vehicle for which it was issued and can only be used by authorized employee.
- Parking in the employee parking lot is a privilege and may be revoked at any time for failure to comply with established procedures.

2. Badging

The Concessionaire shall be subject to all Departmental requirements and FAA mandates pertaining to the issuance of airport identification badges, including, but not limited to employee completion of SIDA training conducted by the Department and background checks, as required by the FAA Unescorted Access Privilege Rule. The Concessionaire shall pay, or cause to be paid, to the Department such nondiscriminatory charges, as may be established from time to time, for lost or stolen ID badges and those not returned to the Aviation Department. The Concessionaire will be required to conduct background investigations and to furnish certain data on such employees before the issuance of such ID badges, which data may include the fingerprinting of employee applicants for such badges.

All airport employees working need to be badged before work commences. Our badging office is located under the Dolphin Parking Garage and is **generally** open during business hours to accommodate users.

Badges must be displayed at all times. All airside employees must participate in additional training for this access.

The badging department has its own rules and regulations with which the concessionaire must become familiar.

3. Hiring New Employees

From time to time the Department assists concessionaires with their hiring by organizing a job fair. Contact the Employees Relations Department for more information about this opportunity.

The Concessionaire should familiarize itself with the Agreement for any required staffing levels prior to concluding hiring processes.

4. Employee Orientation

All airport employees (including Concessionaires) will need to be scheduled for an employee orientation with the Airport to receive SITA training and customer service training (which is included in the orientation time). Please allow 90 minutes for this training, which must be accomplished prior to the employee beginning work at the Airport.

B. Other

1. Setting up Utilities

The cost of all utilities used or consumed on the Premises shall be borne by the Concessionaire. Unless the Premises are provided with separate electric, gas, and/or water meters, the Concessionaire agrees to pay for the utilities on the Premises as a monthly charge, plus any applicable taxes, upon billing by the Department, or utility companies. The Department encourages the Concessionaire to provide and install meters for utilities used at the Concessionaire's expense. See your Agreement for further detail on payment to MDAD for utility charges.

Other utilities used by the Concessionaire including telephones and telephone service hook-up, data lines and additional electrical and communications services are to be arranged for and paid by the Concessionaire. The Airport provides these type of services through its Information Technology Shared Tenant Services.

2. Use of Wireless Technologies

Any approval by the Department and subsequent installation by any Concessionaire, of a wireless network would be granted only with the explicit understanding that the Concessionaire agrees that the system be transitioned over to any future network once installed. Note that any and all costs, both one time and recurring, to be incurred as a result of the required transition to any future network shall be the responsibility of the concessionaire.

3. Banking Procedures

The bank is located on the fourth level of Concourses A and is equipped with a night depository, which is available to on-site Concessionaires. To arrange for depository services, the Concessionaire should contact the Bank to discuss procedures and fees.

It is critical that Concessionaires implement a policy and provide professional guidance for cash handling, ensuring that those staff tasked with making deposits do so in the safest manner possible.

Concessionaires are responsible for arranging procedures to ensure that all stores have the appropriate amount of change on hand.

4. Hours of Operation

All units have specific hours set that the unit is to be open and serving the public. On site personnel are responsible for knowing what their store operating hours stipulate. In some cases, depending on airline schedules caused by weather or other delays, the store may be required to stay open beyond required hours. Procedures need to be in place to keep the store open and operating during such events.

The store must have all products and services available the moment it opens. This means, for example, that the coffee must be prepared and ready to serve prior to the actual opening time the store must also keep all products available up until the time the store officially closes. It is not acceptable for store employees to begin to remove and clean the store until the actual closing time of the store.

IV. STANDARD AIRPORT PROCEDURES

A. Improvements to Premises

1. Conditions for Permits

Airport businesses must comply with their contractual requirement to obtain the written consent of MDAD to carry out any alterations to MDAD property. This includes what might be constructed as "minor" additions and deletions like an electrical outlet.

The permit process is designed to ensure that construction is compatible with present and future airport facilities, responsibilities are appropriately assigned, ensure compliance with other jurisdictions' requirements, meet MDAD standards for design, and assist Concessionaires with the timely and safe completion of their projects.

2. Permit Application Procedure

Concessionaire must first contact MDAD's Commercial Operations Division with any plans for site improvements, alterations or construction for preliminary plan approval.

The design criteria manual for each terminal details the submittal requirements and permit process.

B. Storage

1. Designated Storage Areas

Concession storage space may be leased through MDAD Commercial Operations Division and is designated in the Agreement. These storage areas are provided for activities related to the Concessionaire's doing business at the airport including storage, display, overstock or office uses. MDAD will make every effort to satisfy individual concession storage needs, dependent on the availability of suitable space.

2. Unapproved Storage

Hazardous, combustible or flammable materials, and storage of merchandise outside or adjacent to Concessionaire's retail premises or storage area is not permitted. Storage of materials, products, or trash that blocks access to fire safety equipment, doors and other access points is also prohibited. Concessionaires that consistently abuse storage privileges will be noticed and required to clean premises or will be billed for all associated costs required to clean up or remove the unapproved materials attributed to their business.

3. Fire Safety in Storage Areas

Concessionaires using storage areas must be aware of these common storage problems and must correct them to ensure fire safety:

- Storage too close to sprinkler heads.
- Improper storage of trash, boxes, oily rags, etc. These items are better removed to disposal or recycling receptacles provided for Concessionaires.
- Improper storage of flammable and combustible liquids and aerosols.
- Blocking of exit-ways and fire equipment.

4. Damage to Storage Areas

Storage rooms and the access to those rooms are the property of MDAD. Concessionaires found to be consistently causing damage to MDAD
property will be noticed and may be billed for repairs following review and discussion with MDAD as necessary.

C. Price and Product Offerings

1. Pricing

The Concessionaire shall not charge prices in excess of one hundred ten percent of Street Prices as defined in the Agreement. The Concessionaire will be required to submit examples of pricing reports periodically as indicated in the Lease Agreement. MDAD will monitor Concessionaire prices to ensure compliance.

Prior to adding new products or increasing prices, Concessionaires are required to inform and to seek written approval from the Department.

2. Product Offerings

MDAD and the Concessionaire agrees to offer a set of products approved prior to the opening of the location.

Any sales by the Concessionaire of services, products, or items not specifically approved in its Agreement shall constitute a default. In the event of such default, the Concessionaire will discontinue the sale or service of the unapproved product immediately, upon written notice from the Department. Failure to discontinue such sales shall be grounds for termination of the Agreement.

To request that an additional product be sold, the Concessionaire must submit in writing for approval to the Commercial Operations Division the request inclusive of the product name and suggested price along with the required support for the establishment of the proposed price.

D. Terminal Maintenance and Operational Issues

1. Maintenance Services

MDAD's Facilities Department has, as its highest priorities, the repair and upkeep of the airfield, passenger service and common and public areas. While the concessionaire, as delineated in its lease, is responsible for maintaining its premises, MDAD is available to assist Concessionaires with other repairs and maintenance-related activities as much as manpower and work scheduling will allow. The Maintenance Department has established fees for these services, which will be billed directly to the Concessionaire.

2. Maintenance Responsibilities

A. MDAD Responsibilities

MDAD Maintenance Department is responsible for the maintenance, repair and upkeep of the following items found within the Concessionaire's premises:

- Exterior window cleaning on the airfield;
- Emergency spot lights;
- Broken lock or key in storefront rolling grill;
- Electrical system supplied to the store (Concessionaire responsibility begins at outlet);
- And HVAC system

B. Concessionaire Responsibilities

Concessionaires are expected to maintain their premises in good repair and keep them in a clean condition and orderly appearance. Concessionaires are responsible for any other upkeep and repair within their leasehold, including but not limited to windows, both inside and out, flooring, spot lights; display case and spot and window lighting; carpet; fixtures, and any

equipment or custom made features of the premise. Concessionaires must also arrange for their own janitorial service.

Concessionaires also are responsible for their own extermination, which must be coordinated with the Airport

3. Contracting Maintenance Work

Concessionaires who desire maintenance work can do so by:

- Contracting with an outside vendor who is capable of completing the desired maintenance and repair to the satisfaction of MDAD and to the Concessionaire; or
- Contracting with MDAD Facilities Department for those items outside MDAD's regular maintenance responsibilities.

A. Contracting with Outside Vendor Services

Concessionaires may hire service providers such as housekeeping, extermination or telecommunications without prior MDAD approval.

However, prior to any work, a permit must be issued. Concessionaires must contact Commercial Operations to obtain the proper permit forms and approval to hire any contractor who may impact airport operations such as electricians, phone repair, plumbers, etc.

Vendor must meet or exceed the original materials and workmanship and conform to any federal, state or local regulations. All work shall be subject to inspection by MDAD.

B. Contracting with Airport Facilities

Contact the MDAD Facilities (305-876-7311) to request a work order. Requests made 24 hours in advance of need are appreciated. For non-emergency requests, allow a maximum turn-around time of two weeks. Concessions contracting with the Maintenance Department will be billed on an hourly basis for manpower and the cost of supplies.

When requesting maintenance services, Concessionaires should identify the item in need of attention and time frame for completion. Efforts will be made to meet the request in a timely manner, depending on the department's manpower level and workload. Concessionaires should limit their requests to the Maintenance Department for maintenance and repair only, and not for making improvements or involving new construction.

4. Emergency Maintenance

The Facilities Department will respond to emergencies as a priority. Concessionaire should make clear in its request to the dispatch that an emergency situation exists for immediate attention. Examples of emergency maintenance requests are broken water pipes or any other uncontrollable leakage, broken display window glass, inoperable entry gate, etc.

E. Delivery Procedures

1. Delivery Hours

Airport businesses may take deliveries of products, supplies, etc. from 7:00 A.M. to 8:00 P.M. MDAD reserves the right to schedule deliveries or institute a common warehouse system with a common logistics fee to support the system if it becomes necessary.

2. Terminal Side Delivery

2.A Deliveries Terminal Curbside

- Delivery hours are from 7:00 p.m. to 8:00 a.m.
- Landside staff will determine drop off locations to minimize disruption to traffic.
- All vehicles must be attended. This is a Transportation Security Administration (TSA) mandate.
- Drivers must be able to provide proper identification and manifest of deliveries.
- Vehicle is subject to search.
- Location and delivery times may be subject to change due to security or operational requirements.

b. Vehicle Identification for Delivery Zones

All vehicles utilizing the loading and delivery zones in front of the terminal as described above must be adequately marked with company name and/or logo on both sides of the vehicle.

Painted, exterior magnetic, or interior static cling plastic signs attached to the side windows are acceptable.

Signs should look professional done with minimum dimensions of 8 1/2" by 11".

c. Delivery Zone Parking Restrictions (Time)

Use of loading and delivery zones is restricted to thirty (30) minutes. If a vendor anticipates that they will be actively loading or unloading for more than 30 minutes, they must notify Landside Operations at 305-876-7441.

d. Delivery through Terminal Building

Efforts should be made to avoid using public areas of the terminal for large quantity deliveries during peak hours. If supplies must be transferred through the public portions of the terminal, these pickups/deliveries should be scheduled during non-peak aircraft arrival and departure times.

Common carriers such as Federal Express, UPS or Airborne Express are authorized to bring shipments directly to the units or storage area.

All Concessionaire delivery carts, utility carts and trash collection dumpsters are asked to adhere to the following specifications to avoid damage to the Airport:

- Revolving white rubber, non-marking corner bumpers on platforms or base of carts
- Full encircling rubber bumpers around lower platform base
- Handles, bag holders or other portion carts that can cause damage, are to be protected with 3" revolving, white rubber, non-marking bumpers.
- Base of all carts are to be made of tubular construction.
- 8" x 1.75" Semi-Pneumatic ball bearing wheels are to be used.

Concessionaires found using non-compliant delivery equipment may be barred from future deliveries until which time equipment has been modified or replaced.

e. Airfield Deliveries

1. General

All Concessionaires are bound by the rules set forth by MDAD for operating motor vehicles on the airport's Airside Operation Areas (AOA). The requirements below summarize those rules that are typically applicable to the Concessionaire but in no way are representative of all airfield rules.

Concessionaires requiring AOA deliveries must call Airside Operations at 305-876-7359 during business hours and after hours call the Senior Agent at 305-588-7094, a minimum of one business day prior to the delivery date you must provide with the requesting company's name, name of person calling, MDAD ID number, contact phone number, name of company making the delivery, AOA entry point and delivery destination. Once the delivery company is escorted to the delivery site, the Concessionaire is required to provide continuous escort of delivery personnel while in the Security Display Area (SIDA).

2. Construction

Construction contractors must physically report to the Airside Operations Office located at E-20 Ground Floor, a minimum of one business day prior to the delivery date and submit for approval the Construction Delivery Notification Form. Once the delivery is escorted to the construction site, the contractor is required to provide continuous escort of delivery personnel while in the SIDA area.

Delivery vehicles arriving at an MDAD Access Gate without MDAD approved advance notification will be denied access.

No motor vehicle shall be operated on the Airport except on roadways or areas designated for such purposes.

Motor vehicles and equipment operating on the AOA must have an official motor vehicle identification permit issued pursuant to Operational Directives of the Aviation Department. In addition, company identification must be conspicuously displayed on such motor vehicles and equipment.

Except as otherwise stated in this handbook or other rules and regulations provided to the Concessionaire, the laws of the State of Florida in regard to the operation of motor vehicles, including traffic regulation, are made applicable also to the operation of motor vehicles on the Airport.

f. AOA - Driver Training

Before any employee is permitted to operate a motor vehicle of any kind or type on the AOA, such employee must attend and successfully complete the AOA Driver Training Course conducted from time to time by the Aviation Department. The privilege of a person to operate a motor vehicle on the AOA may be withdrawn by the Aviation Department for any violation of AOA driving rules. The Concessionaire shall be responsible ensuring that all such vehicle operators possess current, valid, appropriate Florida driver's licenses.

F. Promotional Events and Public Relations Opportunities

1. Promotional Events

Concessionaires are encouraged to conduct promotional events. Concessionaires are limited to conducting promotional events within the limits of the lease premises unless otherwise approved in writing. Promotional events should be coordinated and approved by the Commercial Operations Division.

Clean up activities associated with any promotion, unless otherwise specified, are the responsibility of the concessionaire organizing the promotion.

Application to conduct promotional activities in the Terminal must be made in writing to Commercial Operations.

2. Public Relations Opportunities

MDAD recognizes the desire of concessionaires to disseminate press releases for marketing and public relations purposes. Prior to sending press releases out regarding particular MDAD unit events, promotions or news, the releases must be approved by MDAD.

MDAD will not copy edit the release, but may make recommendations. This procedure is intended as a means of keeping the appropriate departments aware of airport business activities and a coordination to ensure the varied business activities public relations' efforts are appropriately coordinated.

G. Customer Complaint/Comment Procedures

Concessionaires must make reasonable, respectful efforts to remedy problems and issues raised by Airport patrons. Concessionaire must answer in writing all written customer complaints within ten (10) calendar days after receipt thereof and furnish a copy of the complaint and said answer to the Commercial Operations within the ten-day period.

H. Airport Police

The Miami-Dade County Police Department, located on site, is responsible for the overall safety and security of the airport and is recognized by the State of Florida as officers of the law with jurisdiction over airport activities.

1. Criminal or Suspicious Activity

Concessionaires and their staff should use the following resources should they see or suspect illegal activity.

Concessionaires can call the Police Department at 305-876-7373 to report a crime in progress or other suspicious activity.

I. Concessions Security

1. Employee/Contractor Strike Activities

In the event that a Concessionaire's business anticipates a strike of its staff or of companies that service the Concessionaire, the Manager of Landside Operations must be contacted for specific guidelines for governing strike activities at MIA.

2. Store Security MDAD to Confirm

The Miami-Dade County Police Department routinely patrols the terminal building and individual concessions. Commercial Operations staff meet with concession managers, store owners and staff on a monthly basis to discuss current problems. This meeting should be used to communicate ideas and methods of improving security. Store managers with questions or concerns may contact Commercial Operations.

3. Prosecution of Shoplifters

To maintain a high level or security at the airport, Concessionaires are strongly encouraged to prosecute shoplifters and staff caught stealing by attending court sessions. If a Concessionaire catches a shoplifter or observes a theft, immediately call 305-876-7373. To curb this activity, attending court sessions are critical.

4. Reporting Incidents

Badged staff function as a second set of eyes and ears for Airport Security and the Miami-Dade County Police Department. If a crime or suspicious activity is witnessed, please call the Police Department at 305-876-7373.

5. Loitering

If the Concessionaire notices a problem with airport staff or other people unknown to the Concessionaire, please call the Police Department at 305-876-7373.

J. Emergencies

The Operations Control Room (OCR) emergency communication and dispatch functions for the airport's police, fire, airport operations and maintenance departments. For protective and emergency services call:

Police Emergency: 305-876-7373
Fire/Medical Emergency: 305-876-7070
Operations: 305-876-0125

1. Medical

MDAD Fire Department's fully-trained and equipped Emergency Medical Technicians (EMTS) are on duty twenty-four (24) hours per day to handle any and all medical emergencies, regardless of severity. For Fire and Medical emergency, call 305-876-7070. Patients are taken to nearest Hospital.

2. Fire

In case of fire, Concessionaires are asked to be familiar with, and to instruct new staff in, the following procedure.

1) Evacuate the area.

2) Call for Fire or Medical assistance at 305-876-7070.

3) Attempt to fight the fire with a portable fire extinguisher ONLY if:

   a. you have been trained in the use of a fire extinguisher;

   b. the Fire Department has already been notified; or

   c. you can do so without exposing yourself to injury or the possibility of becoming trapped by the fire.

The Fire Department conducts regular inspections of Concessionaire and concession premises including storage areas, the main terminal, all concourses and all MDAD owned buildings for the purpose of fire prevention and to ensure compliance with fire safety practices.

An inspection report will be issued containing information relating to issues of non-compliance and/or recommendations by the inspector, with a date of re-inspection to ensure that the required corrections have been completed.

a. Fire Safety Compliance

The Fire Department will work with Concessionaires to ensure compliance with fire safety practices and codes. More rigorous regulations may be set for specific Concessionaires through provisions in the Lease. Fines for non-compliance as a result of inspections could occur.

b. Suspected Fire Code Violations

If Concessionaire suspects a fire code problem or if there is a concern about fire safety, questions can be directed at the time of inspection, or by calling the Fire Department.

3. Other Reporting Concerns

It is in the best interest of all airport staff to ensure that MIA is a safe workplace and place to visit. All staff are required, therefore, to assist the DOA with safety by being proactive in reporting any incidents that might threaten the safety of MIA's staff or visitors. This may include the following:

- Spills
- Ceiling / roof leaks
- Roadway potholes
- Non-functioning elevators / escalators
- Buckled carpeting / flooring concerns
- Bare electrical wires
- Pests and birds in the terminal
- Unsafe construction activity

Call Operations Control Room (OCR) at 305-876-0385 to report these problems.

4. After Hours Activity

Concessionaires should notify Operations Control Room (OCR) at 305-876-0385, when Staff will be working in the store / office after normal operating hours. Some activities may need to be approved by MDAD, Security and/ or the airlines. Advance calls will prevent confusion.

5. Access to Premises

a. Keys and Locks Policy

MDAD controls all keying and re-keying of MDAD facilities excluding Concessionaire Leasehold areas. A licensed and bonded locksmith hired by MDAD does keying and lock repair through a work order request.

b. Grand Master Key Policy

The Grand Master (a key that will open all airport locks) is kept by 1) police under "break" glass, 2) each shift commander of the fire department, and 3) the licensed and bonded MDAD locksmith.

No access will be granted using the Grand Master key except under the following conditions:

a. Fire or fire emergency within the locked area (this does not include access for fire inspections, testing or other regulatory activity);

b. Life threatening policy emergency or active pursuit of known suspect;

c. Maintenance, when actively working on an authorized lock request; and

d. Other emergency conditions as authorized by the Airport Manager.

4. Locked Out Procedure

In the event a concession employee is "locked out", "locked in", "forgotten keys", "lost keys" or is not involved in any of the emergency events listed above, the Grand Master key will not be used to gain access to the premises. A new key must be authorized to cover this situation. Only an authorized representative of the concession can request additional keys to access the premises.

NOTE: Requests should not be forwarded to the Police for purposes of unlocking Concessionaire space in the case of "forgotten keys" or "locked out" events.

K. Trash Removal

1. Refuse Disposal

All concessions are required to handle, recycle or dispose of garbage, papers, or refuse or other material on the Airport in the receptacles provided for that specific type of recyclable or non-recyclable waste. MDAD is not responsible for concession's refuse. MDAD is responsible for the refuse disposal contract for the hauling of solid waste and recyclables away from the terminal building.

Concessionaires must cover trash containers in all areas. Concessionaires are not permitted to use a vehicle used for hauling trash, dirt or any other materials on the Airport unless the vehicle is constructed so as to prevent the contents from escaping.

Within the Concessionaire premises, Concessionaire must provide suitable waste receptacles for oily wastes, rags and other rubbish and trash. All waste is to be removed daily.

2. Designated Disposal Site

MDAD maintains a solid waste and disposal unit providing trash compactors and recycling bins at designated sites in the Terminal building. Refuse from store operations, deliveries and storage areas shall be contained in this area. No other areas shall be used. All such areas shall be kept clean and sanitary at all times.

Temporary storage or disposal of refuse in places other than the designated solid waste and recycling bins is not permitted. Dumping of boxes or other materials, particularly in or near storage rooms and access hallways, is considered a fire and safety infraction.

In the event of spillage of trash, grease or any material which may be unsightly or detrimental to the pavement, or which might cause a safety hazard, the Concessionaire is responsible for clean-up.

L. Airport Information Services

Information centers are located in the center of both the departure/ticketing and baggage claim levels of the terminal. Staffed hours are generally from 5:00 AM to 10:00 PM, Monday through Sunday.

M. Airport Paging

The Airport Paging Center pages individuals for the purpose of delivering messages or giving directions. Concessionaires can use the paging system to locate passengers who have left merchandise or belongings. Paging hours are available 24 hours daily and the center can be contacted at 305-876-7000.

N. Terminal Construction

1. Right to Develop Airport

Construction and alteration of the terminal building, concourses and roadways are ongoing to meet the demands of the traveling public. MDAD reserves the right to develop or improve the airport as it sees fit.

2. Inconveniences during Construction

During construction, remodeling, expansion, relocation, maintenance and repair of the airport Concessionaires should expect some inconveniences during the process including, but not limited to, noise, dust, vibration and changes in access. MDAD will take action necessary to ensure the safety and protection of concession staff and merchandise as it is able.

Should Concessionaires experience extraordinary, unworkable conditions related to construction, Concessionaire should contact Commercial Operations immediately. Commercial Operations will assist Concessionaire in its attempt to remedy the situation or minimize construction impact on the concession.

0. Required Monthly Meetings

The Concessionaire shall meet no less than monthly and regularly with the Department to discuss matters relating to its Agreement. In addition, at the Department's request, the

Concessionaire shall attend other meetings with the County, airlines and any other parties designated by the Department.

Concessionaires are also required participate in such safety, security and other training and instructional programs, as the Department or appropriate Federal agencies may time to time require.

V. KEY CONTACTS

AVIATION PROPERTIES DEPARTMENT		TELEPHONE NUMBER
ACCESS TO PREMISES	Superintendent, Aviation Maintenance	
BADGES	Ground Transportation Office	
CONFERENCE CENTER	Reservations and Information	305-871-4100
DELIVERIES	Airside/Superintendent Airfield Operations	305-876-0152
	Landside /Supervisor Parking Control	305-876-7024
POLICE	**Communications Center (24 Hours)**	**305-876-7373**
FIRE/MEDICAL	**EMERGENCY**	**305-876-7070**
FIRE SAFETY	Fire Inspection Section	**305-876-7070**
INFORMATION SERVICES	Information and Paging	305-876-7000 ext. 8
LEASEHOLD PREMISES	Property Manager	
MAINTENANCE	Maintenance Dispatch (24 Hours)	305-876-7311
PARKING	Manager, Parking Systems	305-876-7024
RENT, FEES, AND CHARGES	Aviation Finance Specialist	
SECURITY AND SAFETY	Chief	305-869-4247
SIGNAGE	Property Manager	305-876-0299
STORAGE	Property Manager	305-876-7753
TRASH/RECYCLING	Maintenance Coordinator	305-876-0923

EXHIBIT L
STANDARDS OF OPERATION

I. OPERATING REQUIREMENTS:

The Concessionaire shall comply with the Department's, **"Tenant Handbook" Exhibit K** and the **"Terminal Standards Manual"** (www.miami-airport.com), which may be amended from time to time, and the Concessionaire further agrees that its operation under the Agreement is a service to airline passengers and that the Concessionaire and/or its Sub-tenants shall conduct its operation in a first-class, businesslike, efficient, courteous, and accommodating manner. The Department shall have the right, in accordance with the provisions of the Lease and Concession Agreement, to make reasonable objections to the quality of articles sold, the character of the service rendered to the public, the prices charged, and the appearance and conditions of the locations. The Concessionaire and/or its Sub-tenants agree to promptly discontinue or remedy any objectionable practice.

All products must be top quality and new and a sufficient quantity of merchandise must be carried on the locations to ensure that the locations will be fully stocked at all times. The Concessionaire's Sub-tenants shall maintain adequate sales force on the locations and use the utmost skill and diligence in the conduct of the business. All employees, both the Concessionaires and its Sub-tenants shall be courteous and helpful to the public. Employees, interacting with the public, must be able to speak English and Spanish.

In addition, the Concessionaire understands and agrees that its operation at the Airport necessitates, at a minimum, the rendering of the following services:

A. Conduct of Operations Within Locations:

1) Concessionaire shall not affix or maintain upon the glass panes or supports of the show windows, doors and the exterior walls of the locations, or any place within the locations if intended to be seen from the exterior of the locations, any signs, advertising placards, names, insignia, trademarks, descriptive material or any other such like item or items. The Department shall have the right, without giving prior notice to Concessionaire and without any liability for damages to the locations reasonably caused thereby, to remove any of same from the locations, except such as shall have first received written approval of the Department as to size, type, color, location, copy, nature and display qualities.

2) No awning or other projection shall be attached to the outside walls of the locations or the terminal building without the prior written consent of the Department.

3) All loading and unloading of goods shall be done only at such times, in the areas and through the entrances designated for such purposes by the Department. The Concessionaire may be required to utilize the services of a delivery /distribution company selected by the Department, if the program is so implemented.

4) All garbage and refuse shall be kept in the appropriate containers so as to minimize the spillage of such garbage and refuse.

5) No radio or television antenna shall be erected on the roof or exterior walls of the locations without the prior written consent of the Department. Any such aerial shall be subject to removal without notice at any time, and any damage to the walls or roof caused by such removal shall be the responsibility of the Concessionaire

6) No loudspeakers, televisions, radios, flashing lights or other devices shall be used in a manner so as to be heard or seen outside the locations without the prior written consent of the Department.

7) The outside areas immediately adjoining the locations shall be kept clear at all times by Concessionaire, and Concessionaire shall not place any obstructions, garbage, refuse, merchandise or displays in such areas.

8) Concessionaire shall not permit storage or restocking bins to be visible to the public, except while in the actual process of restocking shelves and display fixtures.

9) Concessionaire, its employees, or its agents, shall not solicit business in any of the common areas, nor shall Concessionaire, its employees or its agents, distribute any handbills or any other advertising matter in common areas of the Terminal nor in any of the related parking facilities.

10) Concessionaire shall not carry on any trade or occupation or operate any instrument or apparatus or equipment which emits an odor or causes a noise discernible outside the locations and which may be deemed offensive in nature.

11) Concessionaire shall cause the locations to operate a minimum of seventeen (17) hours per day, seven days per week, with sufficient personnel to render a high quality of service. The Department may increase or decrease the required operating hours, if, in the discretion of the Department, such a change is desirable in providing the most efficient service.

12) Concessionaire shall be required at all times to change any bill in denomination of twenty dollars ($20.00) U.S. or less when requested by any Airport user without charge and without the need to procure a sale. Concessionaire shall accept all major credit cards and travelers checks.

13) Concessionaire agrees that it shall obtain prior written approval from the Department in all of the following matters:

i. Methods and hours of operation.
ii. Uniforms to be used by employees.
iii. The decor of the locations and all signs installed, erected or displayed therein.

14) The Concessionaire shall properly control the actions of its employees at all times while said employees are working on the Airport, ensuring that they present a neat

appearance and discharge their duties in a courteous and efficient manner and that they maintain a high standard of service to the public.

B. Property Management:

The Concessionaire will perform the following duties, subject to the terms, conditions, limitations and all other provisions of this Agreement:

1) Manage the spaces in a way that maximizes the highest and best use and financial return to the Department.
2) Monitor and enforce compliance with the terms and conditions of the lease and concession agreement and, if applicable, the sub-lease concession agreement, including but not limited to use clauses, insurance, pricing, capital expenditures, quality of merchandise, hours of operation, detailed reporting of sales, payment of fees and rent, and signage.
3) Function as operations liaison between the Department, governmental agencies, sub-tenants and/or others.
4) Maintain, or cause to maintain, the facilities in a first class manner pursuant to Department standards, which may be promulgated from time to time.
5) Ensure Customer Service Program compliance. High quality customer service is the cornerstone to an effective sales program. The Concessionaire is required to submit a customer service program or cause it's Sub-tenants to submit a customer service program within thirty (30) days of the Effective Date of the Agreement or within thirty (30) days of the Effective Date of the Sub-lease Agreement, for MDAD review and approval.
6) Manage the joint marketing fund and the advertising, merchandising and promotion of the Central Terminal Retail Program in accordance with this Agreement or as otherwise approved by the Department in writing.
7) The Concessionaire shall cause (i) cooperation in the testing of pressure, water flow and other appropriate tests of the fire extinguishing systems and apparatus located within the locations from time to time and as often as reasonably required by the Department, and if requested by the Department, furnish the County with copies of written reports of such tests; (ii) keep in proposer functioning order all fire fighting equipment in each locations and at all times maintain in each locations adequate stocks of fresh, suitable chemicals for use in such system and apparatus; (iii) notify the Department prior to conducting such tests; (iv) monitor and enforce compliance by the sub-tenants with all firefighting and other health and safety equipment and systems, and any related licenses, certificates and inspections.
8) Direct, coordinate and monitor procedures and practices for deliveries of goods, products, materials and equipment, to and from the locations, as well as the collection and disposal of all waste and refuse related to the locations.
9) Remove signage and install temporary barricades in the event a sub-tenants locations is vacated or closes for any reason.

C. Leasing:

The Concessionaire will perform, but is not be limited to, the following:

1) Develop, subject to review and approval by MDAD, a standard sub-tenant Lease Agreement, in accordance with **Article 19 "Sub-Leases"**.

2) Recruit, secure and retain, throughout the term of the Agreement, the proper tenant mix to meet the Departments proposed newsstand and/or specialty retail concepts.

3) Negotiate leases with potential sub-tenants to include, but not limited to, the following:

- Negotiate the financial terms with potential sub-tenants in accordance with MDAD approved key business terms and baseline pro-forma.
- Perform background checks and due diligence on all prospective sub-tenants, including partners, joint ventures, and other key participants.
- Prepare and make available, if requested, background check summaries.
- Prepare an abstract of the potential sub-tenant's entire deal, outlining all business terms for MDAD approval. The outline, unless otherwise instructed, will include, (i) concept summaries, to include, approved merchandise lists and any available photos or renderings, (ii) terminal plans depicting spaces of proposed spaces, (iii) financial and term sheets that will include the economics of the deal, (iv) anticipated sales per enplanement, (v) financial return to MDAD, (vi) sub-tenants projected investment summaries, (vii) amortization schedules, (viii) comparative airport data, and (ix) other pertinent aspects of the deal including local and/or DBE participation.
- If applicable, enter into sub-leases for all retail and newsstand operations. The Concessionaire will coordinate its leasing process with the Department, obtaining approval of each rental arrangement, based upon a standard form of sub-lease approved in advance by the Department.
- Prepare the appropriate Sub-tenant lease agreement.
- Prepare exhibits to the sub-tenant lease agreement.

4) Establish and maintain for the Department a potential sub-tenant database, including the preparation of correspondence with potential sub-tenants.

D. <u>Construction Management</u>:

1) <u>Tenant Coordination</u>: The Concessionaire will be responsible for the management, administration and coordination of all design and construction associated with the maintenance, repair and/or leasing of the locations including, without limitation, all sub-tenant fixed improvements and/or refurbishments to be constructed in the locations, whether initial construction and alterations associated with any expansion, redevelopment or refurbishment of the locations or future construction and alterations. The Concessionaire shall be responsible for the supervision and coordination, subject to the prior written approval of the County, of the design of any sub-tenants locations to the extent contemplated in such sub-tenants sub-

contract, including without limitation, the design of such sub-tenants storefront and the specifications of such sub-tenants equipment.

E. Special Services:

1) Monitoring Services: The Department shall have the right, without limitation, to monitor and test the quality of services of the Concessionaire, but shall not be required to do so. This monitoring shall include, but not be limited to, personnel, product quality, service, assistance and store neatness, through the use of shopping services, closed circuit T.V., and other reasonable means.

2) Prohibited Items/Shipping Services: The Transportation Security Administration (TSA) has instituted a security measure that prevents certain items from entering the Airport's sterile areas or post-security checkpoints.

The Department will provide a list of those items, which may change from time to time, to the Concessionaire as depicted on **Exhibit J "Prohibited Items List"** and the Concessionaire will cause its Sub-tenants to receive and acknowledge receipt of said **Exhibit J "Prohibited Items List".**

As a result of this restriction, the Concessionaire shall provide consumers shipping services and will cause its Sub-tenants to provide shipping services for those items listed on **Exhibit J "Prohibited Items List"**.

F. Security:

1) Security: The Concessionaire acknowledges and accepts full responsibility for the security and protection of the locations, any improvements thereon, its equipment and property on the Airport, and control of access to the Air Operations Area ("AOA") through the locations by persons and vehicles. The Concessionaire fully understands and acknowledges that any security measures deemed necessary by the Concessionaire for the protection of said locations, equipment and property and access to the AOA through the locations shall be the sole responsibility of the Concessionaire and shall involve no cost to the County.

2) Security Identification Display Areas Access - Identification Badges: The Concessionaire shall be subject to all Departmental requirements and FAA mandates pertaining to the issuance of airport identification badges. Including, but not limited to employee completion of SIDA training conducted by the Department and background checks, as required by the FAA Unescorted Access Privilege Rule.

The Concessionaire shall pay, or cause to be paid, to the Department such nondiscriminatory charges, as may be established from time to time, for lost or stolen ID badges and those not returned to the Department in accordance with this covenant. The Department shall have the right to require the Concessionaire to conduct background investigations and to furnish certain data on such employees before the issuance of such ID badges, which data may include the fingerprinting of employee applicants for such badges.

3) AOA - Driver Training: Before the Concessionaire shall permit any employee to operate a motor vehicle of any kind or type on the AOA, the Concessionaire shall require such employee to attend and successfully completed the AOA Driver Training Course conducted from time to time by the Department. The privilege of a person to operate a motor vehicle on the AOA may be withdrawn by the Department for any violation of AOA driving rules. Notwithstanding the above, the Concessionaire shall be responsible ensuring that all such vehicle operators possess current, valid, appropriate Florida driver's licenses.

4) Alcohol and Drug Testing: The Concessionaire acknowledges that the County, as a public agency, sponsors under the provisions of the Airport and Airway Improvement Act of 1982, as amended (the "Act"), has the obligation to establish a drug free workplace and to establish policies and programs to ensure airport safety and security. The Concessionaire acknowledges that Department, on behalf of the County, has the right to require users of the Airport (Concessionaires, Permittees, Licensees, etc.) To establish reasonable programs to further the achievement of the objectives described herein. Accordingly, the Concessionaire shall establish programs for pre-employment alcohol and drug screening for all candidates for employment at the Airport who will as a part of their duties (a) be present on the AOA; (b) operate a motor vehicle of any type on the AOA; or (c) operate any equipment, motorized or not, on the AOA and for the same or similar screening based upon a reasonable suspicion that an employee, while on duty on the AOA, may be under the influence of alcohol or drugs. Notwithstanding the above, the Concessionaire specifically acknowledges that the County, acting through the Department, has the right and obligation to deny access to the AOA and to withdraw AOA driving privileges from any person who it has a reasonable suspicion to believe is under the influence of alcohol or drugs.

5) Special Programs: The Concessionaire shall ensure that all employees so required participate in such safety, security and other training and instructional programs, as the Department or appropriate Federal agencies may time to time require.

6) Vehicle Permit and Company Identification: Motor vehicles and equipment of the Concessionaire operating on the AOA must have an official motor vehicle identification permit issued pursuant to Operational Directives of the Department. In addition, company identification must be conspicuously displayed on such motor vehicles and equipment.

7) Federal Agencies Right to Consent: The Concessionaire understands and agrees that all persons entering and working in or around arriving international aircraft and facilities used by the various Federal Inspection Services agencies may be subject

to the consent and approval of such agencies. Persons not approved or consented to by the Federal Inspection Services shall not be employed by the Concessionaire in areas under the jurisdiction or control of such federal inspection agencies.

8) AOA - Right to Search: The Concessionaire agrees that its vehicles, cargo, goods and other personal property are subject to being searched when attempting to enter or leave and while on the AOA. The Concessionaire further agrees that is shall not authorize any employee or agent to enter the AOA unless and until such employee or agent has executed a written consent-to-search form acceptable to the Department. Persons not executing such consent-to-search form shall not be employed by the Concessionaire at the Airport, in any job requiring access to the AOA.

It is further agreed that the Department has the right to prohibit an individual, agent or employee of the Concessionaire from entering the AOA based upon facts which would lead a person of reasonable prudence to believe that such individual might be inclined to engage in theft, cargo tampering, aircraft sabotage or other unlawful activities. Any person denied access to the AOA or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a hearing before the Director of the Department of his authorized designee within a reasonable time. Prior to such hearing, the person denied access to the AOA shall be advised, in writing, of the reasons for such denial.

The Concessionaire acknowledges and understands that these provisions are for the protection of all users of the AOA and is intended to reduce the incidence of thefts, cargo tampering, aircraft sabotage and other activities at the Airport.

II. Marketing Plan:

A. Pricing Policy

The Concessionaire shall maintain a schedule of prices at least 15% below pricing (including sales tax) at comparable Miami area stores and in no event shall the schedule of prices be higher than at other duty free stores operated by the Concessionaire. The Department reserves the right to grant exceptions to the "15% below Miami area prices" when the Concessionaire's purchase price does not allow a sufficient margin to cover costs. The Department will require the Concessionaire to furnish quarterly reports of its schedule of current prices and an analysis of comparable (comparable shall mean not in excess of prices charged by others, not including sale pricing) prices of the five top sellers in liquor, tobacco, perfume, chocolates and cosmetics as compared to prices at Houston Intercontinental Airport, the International Terminal at Chicago O'Hare International Airport, New York airports and Los Angeles International Airport. If the Concessionaire's pricing at the Airport materially exceeds the pricing standards established herein, due to currency fluctuations at the foreign airports, such fluctuations shall be explained in the quarterly reports. In addition, the quarterly reports will include comparable prices of the five top sellers in perfume, cosmetics, and chocolates as compared to the following Miami area stores such as: Bloomingdale's at the Falls, Burdines-macy's at Aventura and Neiman

Marcus at Bal Harbour. The five top sellers for liquor will be compared to prices at local Crown Liquors and Flannigan's Liquor stores and the top five sellers for tobacco will be compared to tobacco prices to stores such as Walgreens and Publix supermarkets locally. These quarterly reports shall show actual prices and the average price for each item, and shall be submitted to the Department within five business days after the end of each quarter. The Department, in consultation with the Concessionaire, shall have the right to approve the best seller lists and to revise, from time to time, the stores and airports used for comparison purposes. The Department reserves the right to conduct its own comparative price analysis using a shopping service or by survey.

Price Increase: The Concessionaire must receive written approval from the Department to increase the price of any item sold or offered by the Concessionaire or its Sub-tenants, and any such request must be accompanied by a price survey. The Department reserves the right to visit said price survey and verify price prior to approval.

Prices may be checked periodically to assure compliance with this policy. A selection of items, picked at random from any Location, is compared to similar items in the price survey. The Department may appoint professional shoppers to survey and shop locations.

The Concessionaire or its Sub-tenants who are not in compliance are given seven (7) days to bring all products into compliance. Failure to do so will result in penalties, pursuant to Sub-Article 3.22 "Penalties" in the Lease and Concession Agreement and may result in the Concessionaire being in default of the Agreement.

B. Marketing:

The Concessionaire may be responsible for developing and implementing a marketing and promotions program for their Locations. However, the Department will implement a Terminal Wide Marketing Program for the Airport concession program which will be funded by the Concessionaires through the payment of a marketing services fee of one-half of one percent of gross sales.

The Concessionaire shall prepare a marketing plan. The marketing plan shall be submitted to the Department on or before ninety (90) calendar days prior to the commencement of each lease year, and shall represent the upcoming fiscal year for the Department (October 1 – September 30). The Department shall have forty-five (45) calendar days after receipt of the foregoing plan to approve or disapprove the same in its reasonable discretion and if MDAD disapproves the Concessionaire shall operate in substantial conformity with all such plans, approved by the Department, as may be modified from time to time.

The Department reserves the right to request at any time any further submission of plans.

III. MANAGEMENT AND PERSONNEL:

A. Management:

1) Personnel: The Concessionaire shall maintain a full time professional staff during the term of this Agreement of sufficient size, expertise and experience to manage the operations and to serve as a liaison with the Department.

2) General Manager: The Concessionaire shall employ, at no cost to the Department, a full time, dedicated, on-site General Manager experienced in management and supervision who has sufficient authority and responsibility to administer and manage the Central Terminal Retail Program. The General Manager (or his/her authorized representative) shall be immediately available whenever any of the locations are open, the base of operations of the General Manager shall be at the Airport, and the General Manager shall spend substantially all of his working hours at the Airport. In those cases where the General Manager is scheduled to be absent from the post for a period greater than forty-eight (48) consecutive hours, a substitute General Manager must be appointed from the existing staff, and the Department notified in writing.

   The Department reserves the right to require Concessionaire to remove and replace any General Manager or Assistant who, in the opinion of the Department, does not perform up to the standards consistent with the fulfillment of Concessionaire's obligations under this Agreement.

3) Management Responsibilities: In its capacity as the Concessionaire under this Agreement, and not as an agent of the Department, Concessionaire shall manage the locations in accordance with this Agreement, in furtherance of which Concessionaire shall, among other things, (i) visit each Sub-tenants locations daily to monitor compliance with this Agreement; (ii) use reasonable efforts to remedy problems and issues raised by Airport patrons with respect to the operation of the locations, (iii) answer in writing all written customer complaints within ten (10) calendar days after receipt thereof and furnish a copy of the complaint and said answer to the Department within said ten (10) calendar day period; and (iv) promptly furnish the Department with copies of all written notices received by Concessionaire from any governmental authority or any Sub-tenant with respect to the locations or any Subcontract.

4) Concessionaire shall cause each sub-lease to include provisions requiring the sub-tenants to maintain an adequate sales and work force at all times, including without limitations, sales, cashiers, management and supervisory personnel on-site to fully meet customer needs at all times and use skill and diligence in the conduct of the business. Concessionaire and the sub-tenants shall cause their respective employees to be courteous and helpful to the public at all times.

B. Administrative Functions:

1) The Concessionaire shall provide or cause its Sub-tenants to provide quality control audits and reports covering compliance with contract requirements, cleanliness of the facility, timeliness of service and quality of the product. (MDAD will establish its own rules and regulations that are subject to its unilateral revision and implementation)

2) The Concessionaire shall generate monthly reports to MDAD, including sales by unit, concept and space. Developing annual revenue projections by month, by sub-tenant, concession type, concept, and by space to be updated on a regular basis.

3) Generate monthly airport revenue reports, DBE Monthly Utilization Reports and such other financial and management reports as are usual and customary in sophisticated airport newsstand and specialty retail concession management programs. Prepare other reports and analyses as may be requested periodically by MDAD including number of transactions per period, average transaction value and sales per product category.

4) Maintain total permanent leasable area records on an actual and leased basis and record changes for either total as they occur.

5) Maintain computerized records on a commercially available property management software program acceptable to MDAD. Programs and all data collected should be available to the Department on-line (digital and electronic).

6) Respond to customer/passenger complaints on behalf of MDAD.

7) Implement any new policies and procedures as directed by MDAD.

8) Ensure payment of rent to MDAD to include all required rental reports. The Concessionaire is prohibited from waiving any right to receive rents, fees, charges, or other revenues that may be paid or payable by any Sub-tenant, user, or occupant under its sub-lease, without the prior written consent of MDAD, and will similarly be prohibited from granting any rent abatements, extensions, or other modifications without such prior written consent.

9) Coordinate and maintain general oversight of deliveries of goods and products from designated on or off-airport storage areas for the locations depicted in **Section 1.03 "Locations"** and **Section 1.04 "Administrative Support Space"**.

10) Develop, maintain and make available if requested, sub-tenant files to include copies of licenses, permits, insurance certificates, letters of credit, annual DBE certification and correspondence.

11) Develop, manage, and monitor a program to identify and include Local/Small/DBE businesses in the concession programs.

12) Develop a DBE community outreach program for concession opportunities, subject to MDAD approval, and coordinate its implementation with MDAD.

C. Training:

The Concessionaire shall submit a copy of its employee Customer Service Training Program within thirty (30) calendar days of the Effective Date of this Agreement or cause its Sub-tenants to submit their employee Customer Service Training Program within thirty (30) calendar days of the Effective Date of the Sub-lease Agreement. In addition, the Concessionaire shall annually hereafter establish a training program for its employees and the employees of its Sub-tenants and shall submit a summary report of the training areas covered and the number of participants in the following areas:

I. Retailing in an airport environment
   a. Fluctuations in customer activity
   b. Shipping/handling issues
   c. Early morning/late evening activity
   d. Storage/inventory issues

II. Customer service
   a. Greeting/approaching customers
   b. Answering questions
   c. Shipping/handling
   d. Complaints resolution
   e. Establishing priorities
   f. Handling emergencies
   g. Serving International Customers

III. Product knowledge
   a. Prices
   b. Selection
   c. Warranties/guarantees
   d. Sizes/types/colors available
   e. Shipping/handling

IV. Store operations
   a. Hours of operations
   b. Inventory
   c. Conducting and reporting transactions
   d. Management structure
   e. Hierarchy of decision-making
   f. Attire/appearance standards

D. Staffing:

The Concessionaire shall ensure that passengers are provided the highest level of customer service. Adequate staffing levels must be maintained at all times. Peak passenger activity, the nature of the retail operation, and customers' needs shall be taken into account in determining these staffing levels. The level of staffing shall encompass sales employees, as well as store managers and stock or support staff, as appropriate to the operation.

Employee uniforms and nametags will be required in MIA retail operations. All employees are required to wear a uniform in the course of business, the uniform's design, color and overall appearance should be tasteful and in keeping with the theme of the particular type of operation.

E. Meetings:

The Concessionaire shall meet regularly with the Department to discuss matters relating to this Agreement. In addition, at the Department's request, the Concessionaire shall attend other meetings with the County, airlines and any other parties designated by the Department.