Memorandum

MIAMI-DADE COUNTY

Date: September 4, 2007

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

Agenda Item No. 8(Q)(1)(B)

From: George M. Burgess
County Manager

Subject: Resolution Authorizing the Assignment and Assumption of Vehicle Inspection Agreement between Pantheon Properties South, LLC, FTZ World Services, LLC and Miami-Dade County

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Recommendation

It is recommended that the Board approve the accompanying resolution authorizing the Assignment and Assumption of Vehicle Inspection Agreement ("Assignment") between Pantheon Properties South, LLC, FTZ World Services, LLC and Miami-Dade County. This Assignment will transfer the current Vehicle Inspection Agreement from Pantheon Properties South, LLC to FTZ World Services, LLC ("FTZ").

Scope

The Port of Miami is located within District 5 – Chairman Bruno Barreiro. The impact of this agenda item is countywide as the Port of Miami is a regional asset and generates employment for residents throughout all of Miami-Dade County.

Fiscal Impact/Funding Source

This agreement will have no fiscal impact.

Track Record/Monitor

The Seaport Department staff member responsible for monitoring this agreement is Miriam Abreu, Assistant Director of Administration, Port of Miami.

Background

In 1994, the Board approved a $5.00 customs vehicle inspection station user fee to be imposed on each vehicle exported through the Port of Miami. This fee was to cover costs associated with providing space, staffing, related maintenance and equipment for inspection and processing of export vehicles at the Port of Miami in accordance with federal regulations.

Subsequently, on November 7, 1995, the Board adopted ordinance 95-200. Among other things, this ordinance increased the Seaport customs vehicle inspection station user fee from $5.00 to $7.50 and further allocated $2.50 of such fee to the Miami-Dade County Police Department Multi Agency Auto Theft Task Force (MDPD) for purposes of enhancing security to prevent the export of stolen vehicles through the Port of Miami.

Furthermore, on June 7, 2005, the Board approved Resolution # R-683-05 authorizing the execution of an agreement between Miami-Dade County and the CJUF Pantheon Miami Free Zone ("Miami Free Zone") that allocated $2.50, in addition to the $2.50 allocated to the (MDPD) through ordinance 95-200, from the Seaport's custom inspection vehicle station user fee ($7.50) to the Miami Free Zone for provided office space, equipment and staffing related to the processing of exported vehicles from the Port. The terms of the agreement provided for an initial one (1) year term with automatic, successive one-year renewal terms unless either party submitted written notice of its intent not to renew.

At this time, Pantheon Properties South, LLC has requested to assign the Vehicle Inspection Agreement to FTZ and FTZ desires to accept such assignment upon the terms and conditions set forth in this Assignment. Additionally, Section 23 of the existing agreement (attached) provides for assignment and transfers upon written consent to the County, and binds the successor to its terms. FTZ will assume all rights under the Vehicle Inspection Agreement and will be bound to the terms of the agreement.

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: September 4, 2007

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(Q)(1)(B)

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(Q)(1)(B)

09-04-07

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF AN ASSIGNMENT AND ASSUMPTION OF VEHICLE INSPECTION AGREEMENT BETWEEN PANTHEON PROPERTIES SOUTH, LLC, FTZ WORLD SERVICES, LLC AND MIAMI-DADE COUNTY; AND TO EXERCISE ALL RIGHTS CONFERRED THEREIN

WHEREAS, this 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:

Section 1. Approves the Assignment and Assumption of Vehicle Inspection Agreement between Pantheon Properties South, LLC, FTZ World Services, LLC and Miami-Dade County, in substantially the form attached hereto and made a part hereof.

Section 2. Authorizes the County Mayor or his designee to execute the Assignment and Assumption of Vehicle Inspection Agreement after review and approval by the County Attorney's Office; and to exercise all rights conferred therein.

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

Bruno A. Barreiro, Chairman
Barbara J. Jordan, Vice-Chairwoman

Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of September, 2007. 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 JMM

Jess M. McCarty

ASSIGNMENT AND ASSUMPTION OF VEHICLE INSPECTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF VEHICLE INSPECTION AGREEMENT (this "**Assignment**") is made as of the 31 day of October, 2006, by and between PANTHEON PROPERTIES SOUTH, LLC, a Florida limited liability company ("**Assignor**"), FTZ World Services LLC, a Delaware limited liability company ("**Assignee**"), and Miami-Dade County, Florida, a political subdivision of the State of Florida ("**County**").

WITNESSETH

A. Assignor's predecessor-in-interest, CJUF Pantheon Miami Free Zone LLC, and the County entered into that certain Agreement between the CJUFP Pantheon Miami Free Zone LLC and Miami-Dade County Related to Support Services for Vehicle Inspections dated October 17, 2005 (the "**Vehicle Inspection Agreement**"), a copy of which is attached hereto as Exhibit A, granting Assignor the right to process certain vehicle information as part of export vehicle inspections at the Miami Free Zone, for a term of one (1) year, all as more particularly described in the Vehicle Inspection Agreement.

B. Assignor now desires to assign the Vehicle Inspection Agreement to Assignee, and Assignee desires to accept such assignment upon the terms and conditions set forth in this Assignment.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, Assignor and Assignee hereby agree as follows:

1. **Defined Terms**. All terms used herein shall have the same meaning as in the Vehicle Inspection Agreement unless otherwise defined herein.

2. **Assignment and Assumption.** Assignor does hereby assign to Assignee all of Assignor's rights under the Vehicle Inspection Agreement and Assignee does hereby assume and agree to perform all of the obligations of Assignor under the Vehicle Inspection Agreement, provided in no event shall Assignee assume any of the obligations or liabilities of Assignor under the Vehicle Inspection Agreement which accrued prior to the date of this Assignment.

3. **Assignor's Certifications**. Assignor hereby certifies, with respect to Assignor's rights under the Vehicle Inspection Agreement, that the following statements are true as of the date hereof:

(a) Assignor owns and holds the entire interest of Assignor under the Vehicle Inspection Agreement;

(b) Assignor has not pledged its interest in the Vehicle Inspection Agreement as collateral or otherwise sold, transferred, or assigned all or any portion of the Vehicle Inspection Agreement;

(c) Assignor has no knowledge of any claim, injury or cause of action which has occurred, whether or not filed, by or for any party, relating to the Vehicle Inspection Agreement;

(d) To Assignor's actual knowledge, (i) neither Assignor nor the County is in default or breach of any of the terms or provisions of the Vehicle Inspection Agreement, (ii) there are no events which, with the giving of notice or passage of time, or both, could give rise to a default under the Vehicle Inspection Agreement, (iii) the Vehicle Inspection Agreement is in full force and effect and has not been amended or modified, and (iv) all sums required to be paid to the County under the Vehicle Inspection Agreement are current;

(e) Assignor has full authority to execute and deliver this Agreement.

4. **Indemnification.** Assignor agrees to defend, indemnify and save Assignee harmless from and against all liabilities, claims, demands, losses, damages, costs and expenses sustained by Assignee and all expenses, costs and attorneys' fees of Assignee in any action or defense undertaken by Assignee to protect itself from such loss or damage (collectively, "Claims"), resulting from any breach by Assignor of the representations and warranties made herein or any obligations of Assignor under the Vehicle Inspection Agreement which accrued prior to the date of this Assignment. Assignee agrees to indemnify, defend and hold Assignor harmless from and against any and all Claims, arising out of or relating to any obligations of Assignee under the Vehicle Inspection Agreement which may accrue on or after the date of this Assignment and/or Assignee's breach and/or default under the Vehicle Inspection Agreement. For the purposes of this Paragraph 4, the parties acknowledge that any Claim or Claims shall be considered to have accrued at the time the facts giving rise to such Claim or Claims have occurred regardless of whether or not such Claim or Claims may not have been tendered to either Assignor or Assignee, respectively, until a later date.

5. **Consent to Assignment**. By executing this Assignment, the County hereby (i) consents to the Assignment of the Vehicle Inspection Agreement by Assignor to Assignee, (ii) confirms that, to the best of its actual knowledge, (a) neither the Assignor nor the County is in default or breach of any of the terms or provisions of the Vehicle Inspection Agreement, (b) there are no events which, with the giving of notice or passage of time, or both, could give rise to a default under the Vehicle Inspection Agreement, (c) the Vehicle Inspection Agreement is in full force and effect and has not been amended or modified, and (d) all sums required to be paid to the County under the Vehicle Inspection Agreement are current, and (iii) waives any and all Claims it may have against Assignee which accrued prior to the date of this Assignment.

6. **Entire Agreement.** This Assignment and the Vehicle Inspection Agreement contain all the terms, covenants, conditions and agreement between Assignor and Assignee relating to the assignment of the Vehicle Inspection Agreement and other matters provided for in this instrument. No prior or other agreement or understanding pertaining to such matters shall be valid or of any force or effect.

7. **Headings.** The headings of Sections set forth in this Assignment are for convenience or reference only and do not define, limit, expand, describe or construe the scope or intent of such Sections.

8. **Severability.** The invalidity of any provision of this Assignment shall not impair or affect, in any manner, the validity, enforceability or effect of the rest of this Assignment.

[signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Assignment of Vehicle Inspection Agreement under seal as of the date first written above.

ASSIGNOR:

Pantheon Properties South, LLC,
a Florida limited liability company

By: _____
Name: Kenneth Cohen
Member

ASSIGNEE:

FTZ World Services LLC,
a Delaware limited liability company

By: Cargo Ventures LLC, a New York limited liability company, as Manager

By: _____
Name: Jacob Citrin
Chairman and Manager

COUNTY:

Miami-Dade County, Florida, by its
Board of County Commissioners

By: _____
Name: _____
Its: County Manager

EXHIBIT A
VEHICLE INSPECTION AGREEMENT

9

AGREEMENT BETWEEN THE CJUFP PANTHEON MIAMI FREE ZONE LLC AND MIAMI-DADE COUNTY RELATED TO SUPPORT SERVICES FOR VEHICLE INSPECTIONS

THIS AGREEMENT is made and entered this 17th day of October, 2005, by and between the CJUF PANTHEON MIAMI FREE ZONE LLC (owners and operators of the Miami Free Zone), a Delaware Corporation, registered to do business in the State of Florida (hereinafter referred to as "CJUFPMFZ"), and MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida, by and through its Seaport Department (hereinafter referred to as the "County"). CJUFPMFZ and the County are hereinafter collectively referred to as the "Parties."

WITNESSETH:

THAT WHEREAS, the COUNTY owns and operates the Dante B. Fascell Port of Miami-Dade (hereinafter referred to as the "Port") through the Miami-Dade County Seaport Department; and

WHEREAS, the County inspects and processes vehicles for export through the Port and imposes a $7.50 vehicle export fee pursuant to Ordinance No. 95-200, in order to recover the costs associated therewith; and

WHEREAS, the CJUFPMFZ owns and operates a free trade zone site, known as the Miami Free Zone (hereinafter referred to as the "MFZ") that provides services to customers of the Port; and

WHEREAS, U.S. Department of Homeland Security, Customs and Border Protection (hereinafter referred to as the "CBP"), has opened facilities at the MFZ; and

WHEREAS, the County desires to enter this Agreement with the CJUFPMFZ in order to have the MFZ process certain vehicle information as part of export vehicle inspections pursuant to Ordinance No. 95-200

NOW THEREFORE, in consideration of the mutual benefits and covenants herein contained, it is hereby mutually agreed that:

Section 1. RULES OF LEGAL CONSTRUCTION.

For all purposes of the Agreement, unless otherwise expressly provided:

a) A defined term has the meaning assigned to it;
b) Words in the singular include the plural, and words in plural include the singular;
c) A pronoun in one gender includes and applies to other genders as well;

d) The terms "hereunder", "herein", "hereof", "hereto" and such similar terms shall refer to the instant Agreement in its entirety and not to individual sections or articles;
e) The Parties hereto agree that this Agreement shall not be more strictly construed against either the COUNTY or the CJUFPMFZ;
f) The whereas clauses set forth above shall be deemed incorporated herein; and
g) All exhibits and appendices attached hereto shall be deemed incorporated herein.

Section 2. Definitions

As used herein:

"Agreement" means this Agreement between the County and the CJUFPMFZ.

"Applicable Laws" means those applicable federal, state or local laws, rules, regulations, codes, ordinances, resolutions, administrative orders, schedules, permits, decrees, tariffs, policies and procedures and orders which govern or relate to the respective Parties' obligations and performance under this Agreement, all as they may be amended from time to time.

"County" means Miami-Dade County, a political subdivision of the State of Florida, and all departments, agencies and instrumentalities thereof.

"Effective Date" shall have the meaning set forth in Section 3 hereof.

"Miami Free Zone" shall mean the facility owned and operated by CJUFPMFZ located at 2305 N.W. 107 Avenue, Miami Fl. 33172.

"Fiscal Year" means the County's fiscal year, which begins October 1 and ends September 30.

"Miami Free Zone" or "MFZ" shall mean the facility owned and operated by CJUFPMFZ located at 2305 N.W. 107 Avenue, Miami Fl. 33172, as more specifically described in Attachment A.

"MFZ Facility" means the facilities at which the CJUFPMFZ operates.

"Ordinance No. 95-200" means the ordinance passed by the Miami-Dade Board of County Commissioners requiring that vehicles exported through the Port be inspected and imposes a $7.50 per vehicle export fee in order to recover the costs associated therewith. A copy of Ordinance No. 95-200 is attached as Attachment A and incorporated by reference herein.

"Vehicle Inspection Fee" means the fee imposed pursuant to Ordinance No. 95-200.

"Vehicle Inspections" means those vehicle inspections required by Ordinance No. 95-200.

Section 3. Term and Effective Date

Subject to the terms and conditions contained herein, this Agreement between the County and CJUFPMFZ shall be effective (the "Effective Date") on the first day immediately following the occurrence of all of the following events:

(a) Execution by CJUFPMFZ of this Agreement and related Miami-Dade County affidavit packet;

(b) Approval of this Agreement by the Miami-Dade Board of County Commissioners pursuant to the provisions of Resolution No. 377-04;

(c) Execution of this Agreement by the County Manager.

This Agreement shall commence as of the Effective Date and shall remain in force for one (1) year (the "Initial Term"), unless sooner terminated in accordance with Section 20 hereof. This agreement shall automatically renew for successive one-year terms unless either party submits written notice of its intent not to renew prior to the renewal date.

Section 4. Compensation and Services

The County agrees to pay CJUFPMFZ $2.50 per each vehicle inspected pursuant to Ordinance No. 95-200 at the Miami Free Zone for any and all services provided by CJUFPMFZ in conjunction with Vehicle Inspections, including but not limited to site, maintenance, office space, accommodations, utilities, staffing and property management. The County shall pay CJUFPMFZ for each Vehicle Inspection by the 15th day of the following month. Notwithstanding the Effective Date set forth in Section 3 above, The County agrees to reimburse CJUFPMFZ pursuant to the terms and conditions of this Agreement for each vehicle inspected beginning April 4, 2005.

Section 5. Bond.

Concurrent with entering this Agreement, CJUFPMFZ shall provide a bond or irrevocable letter of credit in the amount of $2,000.00 to the COUNTY to secure the obligations of CJUFPMFZ under this Agreement. CJUFPMFZ shall keep the bond or irrevocable letter of credit in effect during the term of the Agreement.

Section 6. Auditing.

The COUNTY shall have the right to audit the records and accounts of CJUFPMFZ related to vehicle inspections, upon reasonable notice. CJUFPMFZ

shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to Vehicle Inspections.

Section 7. Responsibility for fees collected.

CJUFPMFZ shall be responsible for and shall pay to the County all Vehicle inspection Fees collected on behalf of the County, regardless of theft or other loss.

Section 8. Left intentionally blank.

Section 9. Notices

All notices, demands and requests which may or are required to be given hereunder shall, except as otherwise expressly provided, be in writing and delivered by personal service or sent by telex, telecopy, telegram, United States Registered or Certified Mail, return receipt requested, postage prepaid, or by overnight express delivery, such as Federal Express, to the parties at the addresses and telecopy numbers listed below. Any notice given pursuant to this Agreement shall be deemed given when received. Any actions required to be taken hereunder which fall on Saturday, Sunday, or United States legal holidays shall be deemed to be performed timely when taken on the succeeding day thereafter which shall not be a Saturday, Sunday or legal holiday.

To the COUNTY:

Charles A. Towsley
Port Director
Dante B. Fascell Port of Miami-Dade
1015 North America Way, Suite 200
Miami, Florida 33128

With a copy to:

County Attorney
Miami-Dade County
Stephen P. Clark Center
111 N.W. 1st Street, 28th Floor
Miami, Florida 33128
Attn: Jess McCarty
305-375-5151

To CJUFPMFZ:

Gary M. Goldfarb, Executive Director
Miami Free Zone
2305 N.W. 107 Avenue
Doral, Florida 33172

With a copy to:

Section 10. Agreement Not a Lease

It is agreed that this Agreement is not a lease, and that no interest or estate in real property or improvements is created by this Agreement.

Section 11. Indemnification

The CJUFPMFZ agrees to indemnify, protect and hold harmless the COUNTY, its agents and employees, from and against all suits, actions, claims, demands, damages, losses, penalties or fines, expenses, attorneys' fees, and costs of every kind or description to which the COUNTY, its agents or employees may be subjected which are caused by or arise out of, in whole or in part, the negligent acts or intentional misconduct of the CJUFPMFZ or its agents, employees, officers or contractors which arise from, grow out of, or are connected with this Agreement; except to the extent that such damage, loss or liability is caused by the negligence of, or intentional misconduct of the COUNTY or its employees, agents or contractors. This indemnity obligation shall apply regardless of whether such suits, actions, claims, damages, losses, penalties, or expenses and costs be against or sustained by others to whom the COUNTY, its agents or employees may become liable. Upon request of the COUNTY, the CJUFPMFZ shall undertake to defend, at its sole cost and expense, any and all suits brought against the COUNTY in connection with the matters specified in this Section, in the event such suit is solely caused by the negligence by the CJUFPMFZ or its agents, employees, officers or contractors.

Section 12. Exclusive Venue, Choice of Law, Specific Performance

It is mutually understood and agreed by the parties hereto, that this Agreement shall be governed by the laws of the State of Florida, and any applicable federal law, both as to interpretation and performance, and that any action at law, suit in equity or judicial proceedings for the enforcement of this Agreement or any provision hereof shall be instituted only in the courts of the State of Florida or federal courts and venue for any such actions shall lie exclusively in a court of competent jurisdiction in Miami, Miami-Dade County, Florida.

Section 13. Insurance

A. Insurance Required: In addition to such insurance as may be required by Federal, State or local law, CJUFPMFZ shall carry all insurance as set forth below (to be provided by Miami-Dade Risk Management Department) and as otherwise required by the Tariff:

(i) Worker's Compensation Insurance for all employees of CJUFPMFZ as required by Florida Statute 440. Coverage to include USL&H coverage where applicable.
(ii) Public Liability Insurance on a comprehensive basis in an amount not less than $ 300,000 combined single limit per occurrence for bodily injury and property damage. Miami Dade County must be shown as an additional insured with respect to this coverage.
(iii) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less then $300,000 combined single limit per occurrence for bodily injury and property damage.
(iv) All insurance policies required pursuant to the terms of this Agreement shall be issued in companies approved 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 Strength in accordance with the latest edition of "Best's Insurance Guide", published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida" issued by the State of Florida Department of Insurance and must be members of the Florida Guaranty Fund.

B. Insurance Certificates Required: Prior to the commencement of operations hereunder and annually thereafter, CJUFPMFZ shall furnish or cause to be furnished Certificates of Insurance to the Port which certificates shall clearly indicate that:

(A) CJUFPMFZ has obtained insurance in the types, amounts and classifications as required for strict compliance with this Article;

(B) The policy cancellation notification provisions specify at least thirty (30) days advance written notice of cancellation to the County; and

(C) The County is named as "additional insured" with respect to MFZ's public liability policies.

On said insurance certificates, unless specifically shown to be excluded thereon, comprehensive public liability coverage shall include contractual liability, and notification of cancellation shall include notification of material changes in the policies. Certificates will indicate that no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder. The County reserves the right to require CJUFPMFZ to provide such reasonably amended insurance coverage as it deems necessary or desirable, upon issuance of notice in writing to CJUFPMFZ, which notice shall automatically amend this Agreement effective thirty (30) days after such notice.

C. Compliance: Compliance with the requirements of this Section shall not relieve CJUFPMFZ of its liability under any other portion of this Agreement or any other agreement between the County and CJUFPMFZ.

D. Right to Examine: The Department reserves the right, upon reasonable notice, to examine the original or true copies of policies of insurance (including but not limited to binders, amendments, exclusions, riders, and applications) to determine the true extent of coverage. CJUFPMFZ agrees to permit such inspection at the offices of the Port.

Section 14. No Oral Change or Termination

This Agreement and the exhibits and appendices appended hereto and incorporated herein by reference, if any, constitute the entire Agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any prior agreements or understandings between the parties with respect to the subject matter hereof, and no change, modification or discharge hereof in whole or in part shall be effective unless such change, modification or discharge is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought. This Agreement cannot be changed or terminated orally.

Section 15. Compliance with Applicable Laws

Throughout the Term of this Agreement, CJUFPMFZ shall comply with all Applicable Laws.

Section 16. Nuisance

Section 17. Representations

Each party represents to the other that this Agreement has been duly authorized, delivered and executed by such party and constitutes the legal, valid and binding obligation of such party, enforceable in accordance with its terms.

Section 18. No Exclusive Remedies

No remedy or election given by any provision in this Agreement shall be deemed exclusive unless expressly so indicated. Wherever possible, the remedies granted hereunder upon a default of the other party shall be cumulative and in addition to all other remedies at law or equity arising from such event of default, except where otherwise expressly provided.

Section 19. Failure to Exercise Rights not a Waiver

The failure by either party to promptly exercise any right arising hereunder shall not constitute a waiver of such right unless otherwise expressly provided herein.

Section 20. Events of Default

(a) The CJUFPMFZ shall be in default under this Agreement if any of the following events occur and continue beyond the applicable grace period:

(i) The CJUFPMFZ fails to comply timely with any payment obligation which is not cured within fifteen (15) days from CJUFPMFZ failure to meet such payment obligation.

(ii) The CJUFPMFZ fails to perform or breaches any term, covenant, or condition of this Agreement which is not cured within thirty (30) days after receipt of written notice from the COUNTY specifying the nature of such breach; provided, however, that if such breach cannot reasonably be cured within thirty (30) days, then the CJUFPMFZ shall not be in default if it commences to cure such breach within said thirty (30) day period and diligently prosecutes such cure to completion.

(iii) If the CJUFPMFZ shall be adjudicated bankrupt, or if the CJUFPMFZ shall make a general assignment for the benefit of creditors, or if in any proceeding based upon the insolvency of the CJUFPMFZ are commenced and not dismissed within 60 days of filing or a receiver is appointed for all the property of the CJUFPMFZ which is not dismissed within 60 days of such appointment.

(b) The COUNTY shall be in default under this Agreement if the COUNTY fails to perform or breaches any term, covenant, or condition of this Agreement and such failure is not cured within thirty (30) days after receipt of written notice from a CJUFPMFZ specifying the nature of such breach; provided, however, that if such breach cannot reasonably be cured within thirty (30) days, the COUNTY shall not be in default if it commences to cure such breach within said thirty (30) day period and diligently prosecutes such cure to completion.

Section 21. Remedies Upon Default

Upon the occurrence of a default by a CJUFPMFZ under this Agreement not cured within the applicable grace period, the CJUFPMFZ and the COUNTY agree that the COUNTY, in addition to any other rights provided by law, shall have the right to be reimbursed from the bond set forth elsewhere in this Agreement and shall have the right to impose a lien on the land on which the MFZ FACILITY is located.

Section 22. Severability

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

Section 23. Assignment and Transfer

This Agreement shall be binding on the CJUFPMFZ and their heirs, successors and assigns. The CJUFPMFZ shall not assign this Agreement without the prior written consent of the COUNTY, which shall not be unreasonably withheld.

Section 24. Obligations Surviving Termination Hereof

Notwithstanding and prevailing over any contrary term or provision contained herein, in the event any party hereto exercises any lawful termination rights herein, the following obligations shall survive such termination and continue in full force and effect until the expiration of a one year term following the earlier of the effective date of such termination or the expiration of the Term: (i) any and all outstanding payment obligations hereunder of any party hereto arising prior to termination; (ii) any and all indemnity obligations hereunder of any party hereto; (iii) the exclusive venue and choice of law provisions contained herein, and (iv) any other term or provision herein which expressly indicates either that it survives the termination or expiration hereof or is or may be applicable or effective beyond the expiration or permitted early termination hereof.

Section 25. Lack of Agency Relationship

Nothing contained herein shall be construed as establishing an agency relationship between the COUNTY and the CJUFPMFZ and neither the CJUFPMFZ nor its employees, agents, contractors, subsidiaries, divisions, affiliates or guests shall be deemed agents, instrumentalities, employees, or contractors of the COUNTY for any purpose hereunder, and the COUNTY, its contractors, agents, and employees shall not be deemed contractors, agents, or employees of the CJUFPMFZ or its subsidiaries, divisions or affiliates.

Section 26. Non-Exclusivity

Nothing in this Agreement is intended to create any exclusive rights in the CJUFPMFZ to conduct any service within Miami-Dade County.

Section 27. Government Approvals

Notwithstanding any rights under this Agreement this Agreement shall not bind the Miami-Dade Board of County Commissioners, the Zoning Appeals Board, the Building Department, the Planning and Zoning Department, or any other department or board of the County, including Community Councils, to agree to or grant any zoning changes, permits or any other approvals.

Section 28. Left intentionally blank.

Section 29. Left intentionally blank.

Section 30. Covenant Not to Sue

The CJUFPMFZ hereby covenants that it shall not commence or maintain any lawsuit, administrative proceeding, or other action, whether at law or in equity, which challenges the validity or enforceability of this Agreement, any provision of this Agreement or any payment obligation under this Agreement, including but not limited to the obligation of the CJUFPMFZ to collect the Vehicle Inspection Fees on behalf of the County which will then be prepared for deposit in the County's bank and picked up by an County vendor armored car service. . This covenant shall be binding upon, and inure to, the benefit of the parties, their successors, assigns, heirs, legal representatives, and personal representatives.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written, the corporate parties by their proper officer duly authorized thereunto.

CJUF Pantheon Miami Free Zone LLC
a Delaware Limited Liability Company
By: Pantheon Properties South, LLC

By: _____

Ken Cohen, Its Authorized Representative

(Official Seal)

ATTEST:

By: _____

ATTEST: Harvey Ruvin, Clerk

By: _____
Deputy Clerk

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

By: _____ 10/14/05
for County Manager

Approved as to form and
legal sufficiency:

By JMM
Assistant County Attorney