Memorandum

MIAMI-DADE COUNTY

Date: November 15, 2007

ATC
Agenda Item No:
3(C)

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

From: George M. Burgess
County Manager

Subject: Award Recommendation for RFP for the Foreign Currency Exchange & Business Center at Miami International Airport RFP No. MDAD-10-06

RECOMMENDATION

It is recommended the Board of County Commissioners (Board) approve the award of the Non-Exclusive Lease and Concession Agreement (Agreement) for the Foreign Currency Exchange and Business Center at Miami International Airport (MIA) to Lenlyn Ltd. d/b/a International Currency Exchange (ICE or the Concessionaire) and authorize the Mayor or his designee to execute the Agreement attached hereto. It is further recommended that the Board authorize the Mayor or designee to exercise any cancellation, termination or renewal provisions contained therein.

SCOPE

Miami International Airport is located primarily within Commission District 6. However, the impact of this agenda is countywide in nature as Miami International Airport is a regional asset.

FISCAL IMPACT/FUNDING SOURCE

This project generates revenue for the Miami-Dade Aviation Department (MDAD). Payment provisions to MDAD include monthly rent and a Minimum Annual Guarantee (MAG) of $2,400,580, or a percentage fee of 7.3 percent with gross revenues up to $38 million, or a percentage fee of 7.5 percent if gross revenues exceed $38 million (incrementally), whichever is greater. The Concessionaire shall also pay a Construction Permit Fee of one percent equal to the estimated construction costs for improvements, and a Concession Marketing Fee of one-half-of-one-percent of gross revenues, which will be assessed on an annual basis by the Department for marketing the concessions at MIA.

TRACK RECORD/MONITOR

ICE is the existing provider of this service and has performed satisfactorily at MIA for many years. Payment records indicate that ICE, fulfills their current $1.7 million MAG to the County, in a timely manner. The staff member responsible for monitoring this project is Patricia Ryan, MDAD Division Director of Commercial Operations.

BACKGROUND

Miami-Dade County, through MDAD, solicited proposals from interested parties to finance, design, furnish, manage and operate Foreign Currency Exchange locations and Business Centers at MIA. The Concessionaire will operate eleven (11) currency exchange locations at MIA.

Request for Proposals (RFP) No. MDAD-10-06, for Foreign Currency Exchange & Business Center at MIA, was advertised on April 26, 2007.

Responses were received from: Lenlyn Ltd. d/b/a International Currency Exchange (ICE), and Travelex Currency Services Inc.

The Evaluation/Selection Committee (Committee) met on August 13, 2007, reviewed proposals submitted by the two (2) proposers, and heard presentations from the submitting firms. The Committee recommended negotiations with the highest ranked firm, which was ICE. The Negotiations Committee successfully negotiated on September 20, 2007, with ICE.

PROJECT:	Foreign Currency Exchange & Business Center at MIA
PROJECT NO.	RFP No. MDAD-10-06
USING AGENCY:	Miami-Dade Aviation Department
COMPANY NAME:	Lenlyn LTD. D/B/A International Currency Exchange (ICE)
COMPANY PRINCIPAL(S):	Kurush Sarkari, Global Operations Director Ramon Ortega, Company Secretary
LOCATION OF COMPANY:	6151 W. Century Blvd., Suite 1108 Los Angeles, CA 90045
GENDER/ETHNICITY:	100% Male Non-Hispanic
YEARS IN BUSINESS:	23 years
CONTRACT MEASURES:	Twenty percent (20%) Airport Concession Disadvantaged Business Enterprises (ACDBE) goal.
CONTRACT MEASURE ACHIEVED:	Universal Cambios Inc. (20%)
PREVIOUS AGREEMENTS: WITH THE COUNTY WITHIN THE PAST FIVE (5) YEARS:	None other than the existing agreement.
TERM:	Five (5) years
OPTION(S) TO RENEW:	Agreement may be extended for a maximum of one (1), two (2) year term upon agreement of the parties.

Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: December 4, 2007

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

SUBJECT: Agenda Item No.

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 Agenda Item No.
Veto _____
Override _____

RESOLUTION NO. _____

RESOLUTION AWARDING THE NON EXCLUSIVE AGREEMENT FOR A FOREIGN CURRENCY EXCHANGE AND BUSINESS CENTER AT MIAMI INTERNATIONAL AIRPORT, RFP NO. 10-06, AND AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENT AND ANY CANCELLATION OR TERMINATION PROVISIONS CONTAINED THEREIN

Whereas, this Board desires to accomplish the purposes outlined in the accompanying memorandum and documents, copies of which are incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that the Board hereby awards the agreement for a non exclusive Foreign Currency Exchange and Business Center at Miami International Airport ("MIA") between Miami-Dade County and Lenlyn Ltd. d/b/a/ International Currency Exchange ("ICE" or the "Concessionaire"), RFP No. MDAD-10-06, to operate the foreign currency exchange locations and business center at Miami International Airport, and authorizes the Mayor or designee to execute the agreement in substantially the form attached hereto and made a part hereof and to exercise the extension and termination provisions contained therein for and on behalf of Miami-Dade County. This agreement is for a five (5) year term for a Minimum Annual Guarantee of $2,400,580.00, paid to the County, and an option to renew for one two (2) year term, upon agreement of the parties.

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 December, 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

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

By:_____
Deputy Clerk

Roy Wood

Memorandum

MIAMI-DADE COUNTY

Date: October 17, 2007

To: George M. Burgess
County Manager

From: Pedro J. Betancourt, Contracting Officer
Contracts Administration Division
Miami-Dade Aviation Department

Subject: Negotiation Committee Report for
Request for Proposals for Foreign Currency Exchange & Business Center
at Miami International Airport RFP No. MDAD-10-06

Attached please find six (6) copies of the proposed Lease and Concession Agreement for Foreign Currency Exchange & Business Center at Miami International Airport ("MIA"), RFP No. MDAD-10-06, the Miami-Dade Aviation Department ("MDAD") negotiated by the Negotiation Committee with the following firm: Lenlyn Ltd. d/b/a International Currency Exchange ("ICE" or the "Concessionaire").

DESCRIPTION OF SERVICES

Miami-Dade County ("County"), through Miami-Dade Aviation Department ("MDAD") solicited proposals from interested parties to finance, design, furnish, manage and operate Foreign Currency Exchange locations and Business Center at Miami International Airport. The Concessionaire will operate eleven

FEE, SOURCE OF FUNDING, AND TERM OF AGREEMENT

This project generates revenue for the Miami-Dade Aviation Department. Payment provisions to the Miami-Dade Aviation Department include a monthly rent, and a Minimum Annual Guarantee ("MAG") of $2,400,580, or a percentage fee of 7.3 % with gross revenues up to $38 million, or a percentage fee of 7.5 % if gross revenues exceed $38 million (incrementally), percentages of gross revenues, whichever is greater. The Concessionaire shall also pay a Construction Permit Fee of one percent (1%) equal to the estimated construction costs for improvements, and a Concession Marketing Fee of one half (1/2) of one percent (1%) of gross revenues which will be assessed on an annual basis by the Department for marketing the concessions at MIA.

The term of the Agreement is five (5) years, and may be extended for a maximum of one (1), two (2) year term upon agreement of the parties, and shall begin effective the date of execution by all parties.

SELECTION PROCESS

In accordance with Administrative Order No 3-38, MDAD advertised a Request for Proposals ("RFP") No. MDAD-10-06 to solicit proposals for a Concessionaire to operate Foreign Currency Exchange and Business Center at MIA. The following two (2) respondents responded to the County public advertisement: Lenlyn Ltd d/b/a International Currency Exchange (ICE), and Travelex Currency Services, Inc. (Travelex).

The contract measure established for the RFP was a twenty percent (20%) Airport Concession Disadvantaged Business Enterprises (ACDBE) goal. Both respondents, ICE and Travelex were found in compliance with the required contract measure.

The Evaluation/Selection Committee ("Committee") proceeded to review the two (2) responsive proposals.

After review of the proposals, the Committee then heard oral presentations by the two (2) respondents. The Committee deemed the two (2) respondents responsible and proceeded to evaluate, rate and rank the respondents based on the criteria contained in the RFP. The firm of ICE was the Respondent recommended by the Committee for negotiations. The appointed Negotiation Committee then proceeded to negotiate with ICE.

A satisfactory Agreement was negotiated with ICE on September 20, 2007. The Negotiation Committee successfully negotiated and increase from the proposed percentage fee amount of seven percent (7%), to a percentage fee of 7.3% with gross revenues up to $38 million, or a percentage fee of 7.5% if gross revenues exceed $38 million (incrementally), percentages of gross revenues, whichever is greater.

Attachments

c: Clerk of the Board of County Commissioners

EVALUATION/SELECTION COMMITTEE
Pedro J. Betancourt Chairperson (non-voting)
Betty Ortiz-Valdes, MDAD
Estela Fernandez, MDAD
Hydi Webb, Seaport
Michael Doleman, MDT
Rudolph Griffith, SBA/DPM

NEGOTIATION COMMITTEE
Betty Ortiz-Valdes, MDAD
Estela Fernandez, MDAD
Michael Doleman, MDT

Memorandum

MIAMI-DADE COUNTY

Date: August 22, 2007

To: George M. Burgess
County Manager

From: Pedro J. Betancourt
Chairperson, Evaluation/Selection Committee

Subject: **Evaluation/Selection Committee Report and Request for Negotiation Authorization - Miami-Dade Aviation Department Request For Proposals for the Foreign Currency Exchange & Business Center at Miami International Airport RFP No. MDAD-10-06**

As authorized by Administrative Order 3-38 and the County Manager's memorandum dated May 22, 2007, the designated Evaluation/Selection Committee met and conducted the selection process for the subject project on August 13, 2007. This process was conducted in accordance with the procedures specified by the Request for Proposals (RFP) as described in the attached summary minutes of these meetings.

PRESCREENING MEETING OF AUGUST 13, 2007 (9:30 A.M.)

As announced in the Metro Calendar and the "Daily Business Review", the Evaluation/Selection Committee met on August 13, 2007 at the Miami-Dade Aviation Department, 4200 N.W. 36 Street, Bldg. 5A, 4th Floor, Conference Room F, Miami, Florida to review the proposals and hear oral presentations from the following two (2) proposers that responded to the public notice: International Currency Exchange (ICE), and Travelex Currency Services, Inc.

The Committee was advised that an Airport Concession Disadvantaged Business Enterprises (ACDBE) 20% goal of gross revenues was established for the project and both firms were found in compliance with the goal requirements. Furthermore, the Committee was provided the financial viability review performed by the MDAD Finance Division for each of the two (2) proposers and all were in compliance. The Committee was also informed that the two (2) firms were found responsive. The two (2) firms were then invited to make a presentation before the Committee at the scheduled August 13, 2007 public hearing.

PUBLIC HEARING MEETING OF AUGUST 13, 2007 (10:30 AM)

Representatives from the proposers made a 20-minute presentation and responded to questions from the Evaluation/Selection Committee. Upon conclusion of the presentations, the Chairperson conducted a general discussion regarding the firms and the Evaluation/Selection Committee conducted an evaluation process. The Evaluation/Selection Committee found International Currency Services, Inc. to be the best qualified respondent to provide the desired services for the Miami-Dade Aviation Department.

FINAL RANKING	RESPONDENT
1.	International Currency Services (ICE)
2.	Travelex Currency Services, Inc.

Request for authorization to enter negotiations:
Pursuant to A.O. 3-38, it is hereby requested that the following Negotiation Committee be approved by the County Manager, for the purpose of negotiating a non-exclusive management agreement with the top ranked firm, International Currency Exchange (ICE):

Betty Ortiz-Valdes, MDAD
Estela Fernandez, MDAD
Michael Doleman, MDT

If approved, the Negotiation Committee is to proceed with the agreement negotiations and submit the signed agreement(s) ready to be presented to the County Commission for final approval to County Manager's Office no later than 60 days from the date of this memorandum. Along with the signed agreement(s), transmit a cover memorandum from the Negotiation Committee to the County Manager to include the below listed information, for submission to the Board of County Commissioners as an attachment to the County Manager's memorandum to the Board:

1. A general description of the project(s).
2. The total cost of the project if any, and source of funding.
3. A brief description of the selection process.
4. Estimated project timetables, including the project completion date.

If a satisfactory agreement cannot be reached within the 60 day period, a report is required to be prepared fully explaining all problems resulting from the negotiations. The final agreement(s) and report should be sent to this office.

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

1. Summary Minutes of the Selection Committee Meeting
2. Overall Ranking (Attachment A)
3. Price Proposal Score Form (Attachment B)

Authorization to negotiate is:

8/27/07

Approved Date Not Approved Date

cc: Clerk of the Board of County Commissioners

EVALUATION/SELECTION COMMITTEE:

Pedro J. Betancourt, Chairperson (non-voting), MDAD
Betty Ortiz-Valdes, MDAD
Estela Fernandez, MDAD
Michael Doleman, MDT
Rudolph Griffith, SBA/DPM
Heydi Webb, Seaport (not present)

REQUEST FOR PROPOSALS FOR FOREIGN CURRENCY EXCHANGE & BUSINESS CENTER AT MIA RFP NO. MDAD-10-06

SUMMARY MINUTES OF SELECTION COMMITTEE MEETING

August 13, 2007

An Evaluation/Selection Committee Meeting was held on Monday, August 13, 2007, at 9:30 a.m. at the Miami-Dade Aviation Department, 4200 N.W. 36th Street, Building 5A, 4th Floor Conference Room "F", Miami, Florida, to review the proposals submitted.

EVALUATION/SELECTION COMMITTEE
Pedro J. Betancourt, MDAD (Non-voting Chairperson)
Rudolph Griffith, SBA/DPM
Betty Ortiz-Valdes, MDAD
Estela Fernandez, MDAD
Michael Doleman, MDT
Hydi Webb, Seaport (not present)

OTHER ATTENDEES
Patricia Ryan, PhD., MDAD
Sarah Abate, MDAD
Roy Wood, CAO

PRESCREENING MEETING

Mr. Pedro Betancourt opened the public meeting, and noted that the meeting was being videotaped. The Evaluation/Selection Committee (Committee) and audience were asked to make introductions. Also, each of the Committee members completed and signed the neutrality form, and no conflicts were noted. The various supporting project documentation and the evaluation process and forms were also discussed at this time.

The Committee reviewed the proposals submitted by the two (2) proposers that were found responsive to the public notice: International Currency Services (ICE), and Travelex Currency Services, Inc.

The Committee was advised that an Airport Concession Disadvantaged Business Enterprises (ACDBE) 20% goal of gross revenues was established for the project and both firms were found in compliance with the goal requirements. Furthermore, the Committee was provided the financial viability review performed by the MDAD Finance Division for each of the two (2) proposers and all were in compliance.

The following actions were then taken by the Evaluation/Selection Committee

Moved: Betty Ortiz-Valdes

Motion: To invite proposers, ICE and Travelex Currency Services, Inc., to the Public Hearing.

Seconded: Estela Fernandez

//

Action: Adopted unanimously

PUBLIC HEARING

Mr. Kurush Sarkari, Ms. Aleta Lindsay and Mr. Navesh Kawall, from International Currency Exchange (ICE), made a brief introduction and began their oral presentation. Upon completion of ICE's oral presentation, the floor was opened to questions from the Evaluation/Selection Committee.

****

Mr. Jon Dario, Mr. Anthony Wagerman, Ms. Susan Druckman, Ms. Cynthia Shifflett, and Mr. Bill Swift of Travelex Currency Services, Inc. made a brief introduction and began their oral presentation. Upon completion of Travelex Currency Services oral presentation, the floor was opened to questions from the Evaluation/Selection Committee.

****

All of the above listed representatives were registered lobbyists pursuant to the requirements of Section 2-11 (s) of the Miami-Dade County Code.

The following actions were then taken by the Evaluation/Selection Committee

Moved: Betty Ortiz-Valdes

Motion: The Evaluation/Selection Committee finds International Currency Exchange (ICE) to be responsible and to meet the minimum qualifications.

Seconded: Estela Fernandez

Action: Adopted unanimously

****

Moved: Betty Ortiz-Valdes

Motion: The Evaluation/Selection Committee finds Travelex Currency Services, Inc to be responsible and to meet the minimum qualifications.

Seconded: Rudolph Griffith

Action: Adopted unanimously

Pedro Betancourt, Chairperson, instructed the Evaluation Committee to begin the evaluation process in accordance with Section 5.3 of the Request For Proposals (RFP).

Upon tabulating the evaluation points for selection criteria in accordance with Section 5.3 of the RFP, Mr. Betancourt read the scores for each of the two (2) proposers (see attachment A).

Mr. Betancourt then proceeded to open and read the proposed minimum annual guarantee and percentage fees for each of the two (2) proposers (see attachment B). Final rankings were assigned and read aloud during the meeting (see attachment A).

The following action was then taken by the Evaluation/Selection Committee

Moved:	Betty Ortiz-Valdes
Motion:	The Evaluation/Selection Committee recommends negotiation with the top ranked proposer International Currency Services.
Seconded:	Estela Fernandez
Action:	Adopted unanimously

Prior to concluding the meeting, all present were informed that the videotape is a public record and available through the Miami-Dade Communications Department. Attendees were instructed that a Cone of Silence remains in effect.

PJB/
Attachments

ATTACHMENT A

REQUEST FOR PROPOSALS FOR FOREIGN CURRENCY EXCHANGE & BUSINESS CENTER AT MIA

RFP NO. MDAD-10-06

OVERALL RESULTS

August 13, 2007

						A	B	C	D	E	F	G	
ICE	685	758	N/A	440	810	2693	2	$2,400,580	7%	600	1	3293	1
TRAVELEX	705	766	N/A	450	825	2746	1	$2,125,000	5.63%	511.64	2	3257.64	2

EVALUATORS

Pedro J. Betancourt, MDAD (Chairperson) NON-VOTING													
1. Betty Ortiz-Valdes, MDAD													
2. Estela Fernandez, MDAD													
3. Hydi Webb, Seaport			N/A										
4. Michael Doleman, MDT													
5. Rudolph Griffith, SBA/DPM													

ATTACHMENT B

MIAMI-DADE AVIATION DEPARTMENT
REQUEST FOR PROPOSALS FOR
FOREIGN CURRENCY EXCHANGE & BUSINESS CENTER AT MIA
RFP-MDAD-10-06
(August 13, 2007)

PRICE PROPOSAL SCORE FORM
(Combined MAG & Percentage Fee)

(ICE) 2,400,580.00 (Proposer Proposed MAG) ÷ 2,400,580.00 (Highest Proposed MAG) = 1 x 90 Total Points x = 90 MAG Score

(ICE) 7% (Proposer Proposed Pct. Fee) ÷ 7% (Highest Proposed Pct. Fee) = 1 x 60 Total Points x = 60 % Fee Score

(ICE) 90 MAG Score + 60 % Fee Score x 4 # Comm. Members = **600 Total Price Proposal Score**

(TRAVELEX) 2,125,000.00 (Proposer Proposed MAG) ÷ 2,400,580.00 (Highest Proposed MAG) = .88 x 90 Total Points x = 79.66 MAG Score

(TRAVELEX) 5.63 (Proposer Proposed Pct. Fee) ÷ 7% (Highest Proposed Pct. Fee) = .80 x 60 Total Points x = 48.25 % Fee Score

(TRAVELEX) 79.66 MAG Score + 48.25 % Fee Score x 4 # Comm. Members = **511.64 Total Price Proposal Score**

Minimum MAG $1,000,000
Minimum percentage fee is 5%

MIAMI-DADE AVIATION DEPARTMENT
Tracking Form

175453

TO:	**Lourdes Gomez, County Manager's Office**
FROM:	**Marie Clark-Vincent, MDAD Contracts** **Pedro Betancourt, Contracting Officer**
DATE:	**August 23, 2007**
SUBJECT:	**Request for Proposals for Foreign Currency Exchange & Business Center at Miami International Airport RFP No. MDAD-10-06**
BACKGROUND:	**The County Manager authorized a Request to Advertise an RFP for the above referenced project pursuant to Aviation Expedite Ordinance No. 95-138. The RFP was advertised on April 26, 2007, seeking one (1) qualified firm to provide such services. The Selection Committee conducted the evaluation/selection process on August 13, 2007, and as provided in the RFP, is recommending negotiations with the top ranked firm, International Currency Services (ICE). Included with this package are the Selection Committee report, summary minutes of the meeting and ranking results.**
RECOMMENDATION:	**That the attached memorandum be signed/approved by the County Manager.**

After approval please return to:

Pedro Betancourt
Aviation Sr. Procurement Contracts Officer
Miami-Dade Aviation Dept, Bldg. 5A
Email: pjbetancourt@miami-airport.com
Office: (305)876-7345
Fax: (305)876-8068

Memorandum

MIAMI-DADE COUNTY

Date: July 17, 2007

To: Pedro Betancourt
Sr. Procurement Contracts Officer
Contracts Administration Division

From: Howard Gregory
Acting Associate Director
Minority Affairs Division

Subject: ACDBE Compliance Review for Foreign Currency Exchange and Business Center Services at MIA, RFP No.MDAD -10-06

The Minority Affairs Division has completed its review of proposals submitted for the above referenced Request for Proposal (RFP) for compliance with the Airport Concession Disadvantaged Business Enterprise (ACDBE) Program as per the requirements of the Code of Federal Regulations 49 C.F.R., Part 23 (Concessions). An ACDBE goal of 20% of gross revenues has been established for this RFP. The MDAD Contracts Administration Division submitted RFP documents from two Proposers to the Minority Affairs Division for ACDBE Compliance Review:

ICE Currency Services USA has submitted the required ACDBE Utilization Form, Schedule of Participation By ACDBE Firms and Letter(s) of Intent committing to 20% of gross revenues, utilizing Universal Cambios Inc. for operating Foreign Currency Exchange Services. ICE Currency Services USA is in compliance with the ACDBE participation goal of 20% of gross revenues and the Code of Federal Regulations 49 C.F.R., Part 23 (Attachment 1).

Travelex Currency Services Inc. has submitted the required ACDBE Utilization Form, Schedule of Participation By ACDBE Firms and Letter(s) of Intent committing to 20% of gross revenues, utilizing CLS Management Services, Inc. for operating Foreign Currency Exchange Services and 2% of gross revenues for Business Traveler Services, Inc. for business services.

However, Business Traveler Services, Inc. was DBE certified by the State of Georgia Department of Transportation and had not applied to a Florida agency as per the certification requirements of the RFP page 39, Subsection 4.4 Certification which states:

> "In order to participate as an ACDBE on this contract an ACDBE must be certified or have applied for certification to the Miami Dade County Department of Business Development at the time of Proposal submittal."

We have contacted the Small Business Affairs/Department of Procurement Management (formerly Department of Business Development) and the Florida Department of Transportation, Unified Certification Program (FLUCP) and they confirmed they have no record of Business Traveler Services, Inc.'s application for ACDBE certification. Business Traveler Services, Inc. can participate as a subcontractor to Travelex Currency Services Inc.; however its 2% of gross revenues cannot be counted towards the ACDBE participation goal. Travelex Currency Services Inc. is in compliance with the ACDBE participation goal of 20% of gross revenues and the Code of Federal Regulations 49 C.F.R., Part 23 (Attachment 2).

Attachments (2)

mah

cc: J. Abreu
R. Wood
B. Jones-Wilfork
M. Southwell
P. Ryan
M. Clark-Vincent
A. Tecle
W. Brown
Clerk of the Board
Project File

DEMONSTRATION OF GOOD FAITH EFFORTS
ACDBE UTILIZATION FORM

[Forms ACDBE Utilization Form, Schedule of Participation and Letter of Intent are provided as part of the solicitation documents.]

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space).

X The bidder/offeror is committed to a minimum of 20 % ACDBE utilization in this Contract.

_____ The bidder/offeror (if unable to meet the ACDBE goal of _____%) is committed to a minimum of _____% ACDBE utilization on this contract and submits documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: Lenlyn Ltd dba ICE Currency Services

State Registration No. File Number 051531

By: _____ Title: Group Operations Director
(Signature)

Kurush Sarkari Date:June 18, 2007
(Print Name)

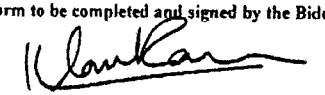
ATTACHMENT 1

SCHEDULE OF PARTICIPATION BY ACDBE FIRMS

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

NAME OF ACDBE FIRMS	DESCRIPTION OF SERVICES	% OF BID/PROPOSAL
Universal Cambios dba Universal Exchange	Foreign Currency Exchange Services	20 %

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 of Proposer — **20th June 2007** **Date**

Kurush Sarkari	Global Operations Director	Lenlyn Ltd. Dba ICE Currency Services USA
Print Name	**Title**	**Company Name**

ACDBE APPENDIX 2

Rev. 2/24/06

LETTER OF INTENT
AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

To: LENLYN LTD dba ICE CURRENCY SERVICES USA

Project: REQUEST FOR PROPOSALS FOR FOREIGN CURRENCY EXCHANGE AND BUSINESS CENTER SERVICES AT MIAMI INTERNATIONAL AIRPORT

Contract Number: MDAD-10-06 Total % of Bidder/Proposal: 20%

The undersigned holds ACDBE Certificate No. 4164 expiring on, 08/31/2007.

The undersigned intends to perform the following work in connection with the above Bid/ Proposal (Describe): FOREIGN CURRENCY EXCHANGE AND BUSINESS CENTER SERVICES AT MIAMI INTERNATIONAL AIRPORT

Description of Services	% of Bid/Proposal
FOREIGN CURRENCY EXCHANGE SERVICES VIA A SUBCONTRACT AGREEMENT TO OPERATE TWO LOCATIONS IN CENTRAL TERMINAL	20%

Total% 20%

Signature of ACDBE _____ Date 06/14/2007

Print Name LILIANS ROIF Title PRESIDENT

ACDBE Firm UNIVERSAL CAMBIOS ,INC.

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) EXPERIENCE SHEET

ACDBE NAME UNIVERSAL CAMBIOS, INC.

ADDRESS 139 NE 3rd AVENUE
MIAMI FL
33132

	NAME OF CLIENT COMPANY NAME AND ADDRESS	DESCRIPTION OF SERVICES PROVIDED TO CLIENT	GROSS REVENUES	CALENDAR YEAR
(A)	LENLYN LTD MIAMI INTERNATIONAL AIRPORT CONCOURSE E 2ND LEVEL MIAMI FL 33122	Foreign currency exchange services at MIA from 1994 to present.	809,000	2006
(B)				
(C)				

NOTES:
USE A SEPARATE SHEET FOR EACH DBE COMPANY.
ADDITIONAL PAGES MAY BE ATTACHED AS NECESSARY

MIAMI-DADE COUNTY

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

miamidade.gov

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
Government Information Center
Historic Preservation
Homeless Trust
Housing Agency
Housing Finance Authority
Human Services
Independent Review Panel
International Trade Consortium
Juvenile Services
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

February 02, 2007

Lilians Roif
UNIVERSAL CAMBIOS, INC.
143 NE 3 Ave
Miami, FL 33132-2217

CERT. NO: 4164
APPROVAL DATE(s): 09/29/2004 - DBE
EXPIRATION DATE: 08/31/2007

Dear Lilians Roif:

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 businesses.

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)
Commercial Banking (DBE)

DBDR0020

Appendix I

AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE

DEMONSTRATION OF GOOD FAITH EFFORTS
ACDBE UTILIZATION FORM

[Forms ACDBE Utilization Form, Schedule of Participation and Letter of Intent are provided as part of the solicitation documents.]

The undersigned bidder/offeror has satisfied the requirement of the bid specification in the following manner (please check the appropriate space).

✓ The bidder/offeror is committed to a minimum of 20 % ACDBE utilization in this contract

___ The bidder/offeror (if unable to meet the ACDBE goal of _____ % is committed to a minimum of _____% ACDBE utilization on this contract and submits documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: Travelex Currency Services, Inc.

State Registration No. : P14991

By: Michael J. Ambrose (Signature) Title: President

Michael Ambrose (Print Name) Date: 6/13/07

ATTACHMENT 2

Appendix I

AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE

SCHEDULE OF PARTICIPATION BY ACDBE FIRMS

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

NAME OF ACDBE FIRMS	DESCRIPTION OF SERVICES	% OF BID/ PROPOSAL
CLS Management Services, Inc.	Foreign Currency Exchange and Travelers Cheques, Travel Insurance, Western Union Money Transfer, Prepaid phone cards	20%
Business Traveler Services, Inc.	Business Services – fax, photocopy, printer and internet access	2%

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.

Michael J. Ambrose
Signature of Proposer

6/13/07
Date

Michael Ambrose
Print Name

President
Title

Travelex Currency Services, Inc.
Company Name

CLS Management Services, Inc. Letter of Intent

LETTER OF INTENT
AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

To: Travelex Currency Services, Inc.

Project: Foreign Currency Exchange & Business Center Services

Contract Number: RFP#MDAD10 06 **Total % of Bidder/Proposal:** 20%

The undersigned holds ACBDE Certificate No. 11909 **expiring on,** 4-30 **20**10.

The undersigned intends to perform the following working in connection with the above Bid/Proposal (Describe): Foreign Currency Exchange & Business Centers Services

Description of Services	**% of Bid/Proposal**
Manage, operate, employ staff for 2 counters at MIA	20%

Total % 20

Signature of ACBDE Cynthia L. Shifflett **Date** 6-12-07

Print Name Cynthia L. Shifflett **Title** President

ACDBE Firm CLS Management Services, Inc.

ACDBE APPENDIX 3
10

Revised 2/24/06

CLS Management Services, Inc. ACDBE Experience Sheet

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)
EXPERIENCE SHEET

ACDBE NAME CLS Management Services, Inc.

ADDRESS 9423 Mt. Vernon Circle
Alexandria, VA 22309

	NAME OF CLIENT COMPANY NAME AND ADDRESS	DESCRIPTION OF SERVICES PROVIDED TO CLIENT	GROSS REVENUES	CALENDAR YEAR
(A)	Newark Currency Services, LLC JV- Travelex 45%/CLS 55%	Manage, operate facility employ all staff for Terminal C.	$20m	1999-2008
(B)	RDU Currency Services, LLC JV- Travelex 49%/CLS 51%	Manage, operate facility employ all staff for Terminals A&C	$1m	1999-2010
(C)	Washington Airports Travelex	Managed, operated facility employed all staff for all DC Airports	$10m	1994-1999

NOTES:
USE A SEPARATE SHEET FOR EACH DBE COMPANY.
ADDITIONAL PAGES MAY BE ATTACHED AS NECESSARY

ACDBE APPENDIX 4
11

CLS Management Services, Inc. ACDBE Certification

May-29-07 09:25 From-DBD 3053753160 T-940 P.001/001 F-242

MIAMI-DADE COUNTY

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

miamidade.gov

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
Government Information Center
Historic Preservation
Homeless Trust
Housing Agency
Housing Finance Authority
Human Services
Independent Review Panel
International Trade Consortium
Juvenile Services
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 22, 2007

CERT. NO: 11909
APPROVAL DATE(s): 05/01/2007 - DBE
EXPIRATION DATE: 04/30/2010

Cynthia Shifflett
CLS MANAGEMENT SERVICES, INC.
9423 Mount Vernon Cir
Alexandria, VA 22309-3221

Dear Cynthia Shifflett:

We are pleased to inform you that the Department of Business Development is now Small Business Affairs within the Department of Procurement Management. As a result of the review of your application and attachments submitted for certification as a Disadvantaged Business Enterprise (DBE) we hereby approve 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 businesses.

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,

Penelope Townsley, Interim Director
Small Business Affairs/Department of Procurement Management

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)
Facilities Support Services (DBE)
Administrative Management And General Management Consulting Services (DBE)
Vending Machine Operators (DBE)

Delivering Excellence Every Day

DBDR0020

Business Traveler Services, Inc. Letter of Intent

LETTER OF INTENT
AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

To: Travelex Currency Services, Inc.

Project: Miami Business Services and FX RFP

Contract Number: MDAD-10-06 **Total % of Bidder/Proposal:** 2.0%

The undersigned holds ACBDE Certificate No. 2BU915 **expiring on,** 04-11 20 09 .

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

Description of Services	% of Bid/Proposal
~~Rent~~ Provide the required business services and products.	

Total % 2.0%

Signature of ACBDE William H. Swift **Date** 6/13/07

Print Name William H. Swift **Title** President

ACDBE Firm Business Traveler Service, Inc.

ACDBE APPENDIX 3
10

Revised 2/24/06

Business Traveler Services, Inc. ACDBE Experience Sheet

AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) EXPERIENCE SHEET

ACDBE NAME Business Traveler Services, Inc.

ADDRESS PO Box 45896
Atlanta, Georgia 30320

	NAME OF CLIENT COMPANY NAME AND ADDRESS	DESCRIPTION OF SERVICES PROVIDED TO CLIENT	GROSS REVENUES	CALENDAR YEAR
(A)	Hartsfield Jackson Atlanta International Airport	NeatReceipts Scanalizer	1,011,727.60	2004
		Laptop Lane Business Centers	1,120,775.60	2005
		Rosetta Stone Foreign Language	1,298,423.96	2006
		Quick Passport and Visa	613,703.15	2007YTD
		InMotion Pictures, Fedex Overnight Delivery, Internet Access, Pre-paid phone card machines, ZoomSystems Automated, Retail units, Phone charging stations, Video Game units, Rent-A-Cellular –cell phone rental and retail accessories		
(B)	Cleveland-Hopkins International Airport	Airport Wireless	110,056.26	2004
		InMotion Pictures	131,847.70	2005
			95,956.98	2006
			46,651.97	2007YTD
(C)	Kansas City International Airport	NeatReceipts Scanalizer	N/A	2004
		Rosetta Stone Foreign language	N/A	2005
		Cell Connect – rental of phones and retail accessories	N/A	2006
			58,492.95	2007YTD
		ATM, Internet Access, Pre-Paid phone card machines, US Postal stamps		

NOTES:
USE A SEPARATE SHEET FOR EACH DBE COMPANY.
ADDITIONAL PAGES MAY BE ATTACHED AS NECESSARY

ACDBE APPENDIX 4

11

Revised 11/22/06

Department of Transportation

HAROLD E. LINNENKOHL
COMMISSIONER
(404) 656-5206

DAVID E. STUDSTILL, JR., P.E.
CHIEF ENGINEER
(404) 656-5277

State of Georgia
#2 Capitol Square, S.W.
Atlanta, Georgia 30334-1002

LARRY E. DENT
DEPUTY COMMISSIONER
(404) 656-5212

EARL L. MAHFUZ
TREASURER
(404) 656-5224

April 11, 2006

Mr. William H. Swift, President
Business Traveler Services Inc
133 Carnegie Way NW Suite 1000
Atlanta, GA 30303

Dear Mr. Swift:

The Georgia Department of Transportation has reviewed your updated Georgia Uniform Certification Disadvantaged Business Enterprise (DBE) application. Our evaluation of the information submitted with your request for certification indicates that your firm has met the criteria outlined in Federal Regulations 49 CFR, Part 26.

Accordingly, your firm has been certified for a period of three (3) years beginning with the effective date of this letter and the expiration date is **April 11, 2009**.

Your Vendor ID Code is: 2BU915

Your firm has been certified to provide the following services as outlined in the North American Industry Classification System (NAICS):

NAICS Code	**561439**	**Business Service Center**
NAICS Code	**443112**	**Cellular Telephone Stores**
NAICS Code	**541921**	**Passport Photography Services**
NAICS Code	**53223**	**Video Tape Rental Stores**

You will receive an annual Affidavit and Personal Financial Statement (PFS) approximately thirty days prior to your firm's certification anniversary date. This Affidavit and PFS must be completed, signed and returned to our office before your anniversary date in order to continue your firm's eligibility as a DBE.

If at any time during the year there is a change in ownership and/or control of your firm, you are required to notify this office of such change immediately in writing.

Sincerely,

Charles E. French, Equal Opportunity Administrator

Michael G. Cooper, Equal Opportunity Director

CEF/cjs

FORM OF LEASE AND CONCESSION

AGREEMENT

BY AND BETWEEN

MIAMI-DADE COUNTY, FLORIDA

AND

LENLYN LTD. DBA ICE CURRENCY SERVICES USA

CONCESSIONAIRE

FOR FOREIGN CURRENCY EXCHANGE AND BUSINESS CENTER

AT

MIAMI INTERNATIONAL AIRPORT

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Exhibit L - Standards of Operation
Exhibit M - Executed Affidavits

*** Exhibit included with Request For Proposals RFP No. MDAD 10-06**

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 or Contract"** 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 (MIA).

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

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

The term **"Airport Concession Disadvantaged Business Enterprises or ACDBE"** shall have the meaning described in entitled "Airport Concession Disadvantaged Business Enterprises", Article 14 of this Agreement.

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

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 in Shell Condition.

The term **"Beneficial Occupancy"** shall mean the date the Location is turned over by the Department to the Concessionaires for business, or when a Certificate of Occupancy or Temporary Certificate of Occupancy has been issued.

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

The term **"Capital Improvement Program"** or **"CIP"** shall refer to the Department's construction program that will involve the refurbishment of MIA's terminal interiors, airline relocations, changes in access to the terminal and concourses, construction of new concession spaces, and other improvements that may affect concession operations in the MIA terminal building and on the concourses.

The term **"Capital Investment"** shall mean the minimum required investment for the South Terminal Business Center Facility and all currency exchange locations identified in Exhibit A pursuant to Sub-Article 4.01.

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 "**Collected Fees**" shall mean any commissions, service fee or charge paid by a person in exchange for Travelers Checks, Money Wires or Cash Advances – credit cards services, or any other service(s) as may be approved by the Department in the future.

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 all urban consumers ("CPI-U") in the South Region Average: All items.

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

The term "**Days**", shall mean calendar days, unless specifically stated as other.

The term **"Date of Execution"** shall mean the day upon which the Agreement is executed by the Mayor of Miami-Dade County or designee.

The term "**Department**" or "**MDAD**" shall mean the Miami-Dade Aviation Department. Wherein in this solicitation document, rights are reserved to the County, MDAD may exercise such rights.

The term **"Effective Date"** shall mean ten (10) days after the date of execution.

The term "**Enplanement**" shall mean airline passenger(s) who departs MIA from the North Terminal or South Terminal to a destination including International and Domestic travelers.

The term **"Extension"** shall mean the addition of one (1) separate two (2) year term following the initial five (5) year term.

The term **"Gross Revenues"**, as used in this Agreement, shall mean all monies paid or payable to or consideration of determinable value received by the Concessionaire or its Sub-tenants in operation under the Agreement, 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, credit or rebate basis or in consideration of any other thing of value; provided, however, that the term "Gross Revenues" shall not include: (i) any refund given to the customer because of a customer satisfaction issue which must be documented and auditable, or (ii) promotional discount and coupon offers issued to customers as a result of a Departmental approved marketing plan, or (iii) any sums collected for any federal, state, County and municipal taxes imposed by law upon the sale of merchandise or services.

The term **"Location (s), Facilitie(s), and Premises"** shall mean the spaces provided as described in Exhibit A for the Foreign Currency Exchange and Business Centers Services.

The term "**Minimum Annual Guarantee" or "MAG"** shall mean as described in Sub-Article 3.01.

The term **"Minimum Monthly Guarantee"** shall mean as described in Sub-Article 3.01.

The term "**Nonexclusivity**" shall mean in no way prevents the County from entering into an Agreement with any other parties for the sale or offering of competitive services, products or items by others in other Locations at the Airport during the term of the Agreement.

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 **"Proposal"** shall mean a Proposer's written response to the Solicitation document.

The term "**Request For Proposals**" or "**RFP**" shall mean this solicitation document and all associated addenda 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 **"Scope of Services"** shall the meaning as described n the RFP, Section 1.3, and attached to this Agreement as Exhibit K.

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 "**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 **"Sub-Lease"** 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 for sale, retail products to the public at the Airport at a Location.

The term **"Term"** shall mean as described to in Sub-Article 1.01.

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.

FORM OF LEASE AND CONCESSION AGREEMENT FOR A NON-EXCLUSIVE CONCESSIONAIRE FOR FOREIGN CURRENCY EXCHANGE AND BUSINESS CENTER SERVICES 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 **Lenlyn Ltd. DBA ICE Currency Services USA**, ("Concessionaire"), a California 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 Department desires to create a foreign currency exchange and business center services program in conjunction with the development program for the North, and South Terminal projects; and

WHEREAS, the foreign currency exchange and business center services program will provide the airline passengers and Airport patrons with a high level of service, and project a positive image of the Airport, Department, and the County to visitors, as further described herein; and

WHEREAS, Request for Proposal, RFP No. MDAD 10-06 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 term of this Agreement is for five (5) years starting on the Effective Date of this Agreement.

1.02 EXTENSION: At the sole discretion of the Department, the initial five (5) years Term may be extended for a maximum of one (1), two (2) year Term period, provided the extension is mutually agreed to by the Department and the Concessionaire in writing.

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

expiration of the initial term. The Concessionaire may elect not to agree to the extension, and, if so, must notify the Department thirty (30) calendar days after receipt of written notification by the Department to extend the Agreement. 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"** of the Lease and Concession Agreement beyond applicable grace and cure periods, the Department shall not exercise its rights to extend the Agreement.

1.03 LOCATIONS: The Department hereby identifies to the Concessionaire the Locations as depicted in Exhibit A Locations.

1.04 SUPPORT SPACE: In addition to the Locations provided to the Concessionaire in **Sub-Article 1.03 "Locations"**, the Department is providing a support space to the Concessionaire of 183 square feet, located in Terminal E, second level and as depicted in Exhibit C.

The Concessionaire shall pay monthly rental payments for the Concessionaire's support space at the rate applicable for terminal rental payments and annual adjustments as provided for in **Sub-Article 3.06 "Annual Rental."**

The Concessionaire's support space may be relocated or replaced, at the Department's sole cost and expense.

1.05 STORAGE SPACE: The Department may make available to the Concessionaire storage space if available. To the extent necessary, the Concessionaire must make arrangements for storage space within the Locations or use off-Airport properties.

1.06 COMMON WAREHOUSE SYSTEM: Due to the fact that storage space is limited in this Agreement and such space is separate from the Locations, should the Concessionaire determine, in its sole discretion, the need to use off-Airport properties for storage space, the Concessionaire shall be entitled through itself, or through an independent third-party contractor, to operate a common logistical support service with respect to the delivery and storage of Sub-tenants' merchandise, inventory, equipment and supplies to a central commissary warehouse location off of the Airport and the re-delivery of Sub-tenants' merchandise, inventory, equipment and supplies to each of the Sub-tenants' Locations at the Airport.

1.07 ADDITION, DELETION AND MODIFICATION OF LOCATIONS:

A. ADDITION OF LOCATIONS: If at any time after the lease Effective Date, the Department, at its sole discretion, identifies any additional Location for concession development comparable to the concept categories 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.

B. **ADDITION OF TEMPORARY LOCATIONS:** The Department reserves the right to require the Concessionaire to provide, and cause to be operated, temporary 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. 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 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 "Support Space"** and total payments due to 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.

1.09 **CONDITION OF THE LOCATIONS:** CONCESSIONAIRE SPECIFICALLY ACKNOWLEDGES AND AGREES THAT THE DEPARTMENT IS LEASING 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. The RFP and that Proposal are incorporated into this Agreement. 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 **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, "Locations Summary", for the purpose of establishing high quality, state of the foreign currency exchange and business center services, as approved by the Department.

2.02 **CONCESSIONAIRE SERVICES AND SALES RIGHTS:** The Concessionaire shall not allow any services or the sale of any item or product not specifically 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 3.24 "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.

2.03 **SCOPE OF SERVICES:** The Scope of Services is as reflected in the RFP Section 1.3 and in Exhibit K, attached to this Agreement.

2.04 **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.

2.05 **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, Concessionaire shall pay the Department a Minimum Annual Guarantee of **$2,400,580.00**,

The Minimum Annual Guarantee ("MAG") payment shall commence one hundred and eighty (180) days from the Effective Date of this Agreement and shall be in U.S. funds, prorated and payable in twelve equal monthly payments ("Minimum Monthly Guarantee") on or before the first day of each month, in advance, without billing or demand, plus applicable taxes as may be required by law.

After the first year, on the anniversary 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"**.

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 21.11 "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. If the Concessionaire's Locations are so damaged as to significantly impact the Concessionaire's operations for a period in excess of seventy two (72) hours, the Department shall provide a proportionate abatement of the MAG for that portion of the Locations rendered unusable for that period of time that the County is unable to make repairs required by **Sub-Article 6.01 "Department Services"**.

3.03 **RECALCULATION OF THE MINIMUM ANNUAL GUARANTEE:** The Minimum Annual Guarantee shall be recalculated at the anniversary of the Effective Date. An appropriate adjustment will be made to reflect the change in the Consumer Price Index ("CPI") for all urban consumers in the South Region Average: All items (preceding twelve months). The Minimum Annual Guarantee shall not be less than $2,400,580.00.

3.04 **PERCENTAGE FEE TO THE DEPARTMENT:** The Concessionaire shall pay the Department the following percentage fee for foreign currency exchange activities:

Annual Gross Revenue	**Percentage to be Paid**
From 0 to $38,000,000	**7.3%**
From 38,000,001 and above	**7.5% (incremental)**

Furthermore, the Concessionaire shall pay the following percentages:

- Ten percent (10%) for Business center related services gross revenue
- Twenty-five percent (25%) of pre-paid phone cards gross revenue
- Fifteen percent (15%) on all other services gross revenue,
- Ten percent (10%) of Travel Insurance gross revenue,
- Fifteen (15%) of Travelers Checks, Money Wires and Cash Advances (Credit Cards) Collected Fees.

or the Minimum Monthly Guarantee; whichever is greater. The monthly percentage fee shall be due on the fifteenth (15th) day of the month following the month during which the monthly gross revenues were received or accrued. Percentage fees are non-taxable.

Monthly Percentage Fee payments to the Department payable on any unreported Gross Revenues, determined by the annual audit required pursuant to **Sub-Article 3.19 "Annual Audit"**, are considered as having been due on the tenth (10th) day of the month during which the unreported Gross Revenues were received or accrued.

3.05 NOT USED.

3.06 ANNUAL RENTAL: The Concessionaire shall be required to pay rent as of the date of Beneficial Occupancy at the prevailing Class VI Terminal rates for the lease of the Locations and the Support Space identified in Exhibit A and C, 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 3.17, "Address for Payments"**.

The Terminal Class VI rental rate for locations in Exhibit A and support space in Exhibit C is $66.14 per square foot based on rates in effect as of October 1, 2007, plus any applicable taxes.

3.07 NOT USED

3.08 ANNUAL RENTAL RATE ADJUSTMENT: On October 1 of each year of the Agreement, the cost-based rental rates, pursuant to **Article 3.06, "Annual Rental"**, applicable to the Locations rented 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.

3.09 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.

3.10 **CONCESSION MARKETING FEE: A concession marketing fee of one half (1/2) of one percent (1%) of Gross Revenues not to exceed $12,000.00 (or $1,000.00 monthly per location) will be assessed annually to be paid to the Department monthly, beginning the month following the first Location opening on the 15th of each month to be used for marketing the concessions at the Airport.**

3.11 **PERFORMANCE BOND FOR MAG RENT REQUIREMENTS:** Within thirty (30) calendar days from the Date of Execution of the Agreement, the Concessionaire shall provide the Department a Performance Bond to guarantee payment of MAG and Annual Rental, and of any Administrative office or support space. Concessionaire shall keep such Performance Bond in full force and effect during the Term and any Extension of this Agreement, as applicable, and thereafter, until all financial obligations, reports or other requirements of this Agreement are satisfied. The Performance Bond shall be a surety bond. In the alternative, an irrevocable letter of credit, or other form of security acceptable to the Department may be furnished. Any such form of security instrument shall be endorsed as to be readily negotiable by the Department for the payments required hereunder. The 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 as provided for in **Sub-Article 3.01**, and any annual rent due as provided for in **Sub-Article 3.06, Annual Rental** which is equal to $1,883,689. 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.

3.12 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.

3.13 REPORTS OF GROSS REVENUES: On or before the fifteen (15^{th}) 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 H "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 fifteen (15) 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 3.24 "Penalties"**.

3.14 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.

3.15 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.

3.16 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.

3.17 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

During normal business hours, 8:30 A.M. to 5:00 P.M., Monday through Friday

By Mail: Miami-Dade Aviation Department
Finance Division
P.O. Box 526624
Miami, Florida 33152-6624

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.

3.18 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.

3.19 ANNUAL AUDIT: Within ninety (90) calendar days of each anniversary of the Lease Effective Date of this Agreement and within ninety (90) 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 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.

3.20 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 3.15 "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.

3.21 **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.

3.22 **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.

3.23 **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 "Support Space"**.

3.24 **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 Competitive Pricing or to conduct the surveys as required	$ 50 per day/per Location
Installation of Unapproved Items in Locations	$ 50 per day/per Location
Violation of other terms and conditions	$75 per day/per Location
Failure to complete a location within 120 days	$100 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 sub-lease agreements, until said violations are remedied by the applicable Sub-Tenants.

3.25 **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 by this Sub-Article in an amount equal to twenty-five percent (25%) of the MAG amount provided in **Sub-Article 3.01 "Minimum Annual Guarantee**, and any annual rent due for Annual Rent provided for in **Sub-Article 3.06 "Annual Rental"**, which is equal to **$627,896.62**. Thereafter, the amount shall be adjusted as necessary to reflect any increases in the MAG and annual rent. This requirement shall be met no later than thirty (30) days after the Date of Execution of the Agreement. The payment security shall be kept in full force throughout the Term and any Extension of this Agreement or extension thereof.

The Department may draw upon such payment security instrument if the Concessionaire fails to make payments secured by this Sub-Article. Upon notice of any such draw, Concessionaire shall immediately replace the payment security with a new payment security in the full amount of the payment security required hereunder. A failure to renew the payment security, or increase the amount of the payment security, if required pursuant hereto, shall (i) entitle the Department to draw down the full amount of such payment security, and (ii) be a default of this Agreement entitling Department to all available remedies.

ARTICLE 4 – IMPROVEMENTS TO THE LOCATIONS

4.01 **IMPROVEMENTS TO LOCATIONS:** The Concessionaire shall be required to invest a minimum (the "Capital Investment") of one hundred fifty dollars per square foot ($150.00

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 Location"**. Notwithstanding the actual amount of design and engineering costs incurred with respect to improvements for a Location, the maximum proportion of such soft costs to be permitted to include as Approved Improvements shall be fifteen percent (15%). If a Location is not completed within the one hundred twenty (120) calendar days from the Turnover Date for such Location, a penalty may be imposed, pursuant to **Sub-Article 3.24 "Penalties"**. All improvements shall be subject to review and approval by the Department.

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 days after the Turn Over, 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. The Department upon issuance of a Certificate of Occupancy for the built-out Locations may release such letter of credit.

4.02 DESIGN OF IMPROVEMENTS: Planning and design must be in accordance with Exhibit E "Retail Concessions Design Guidelines", Exhibit F "Tenant Airport Construction Non-Reimbursable Projects (TAC-N) Design and Construction Procedures" or "Tenant Airport Construction Reimbursable Projects (TAC-R) 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 NOT USED:

4.04 NOT USED.

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 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 Department for all appropriate inspections and 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 Facility 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 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"**, 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. Concessionaires not submitting certified audits 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 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 3.24 "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 $150 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 Capital 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 Capital Investment, within one hundred eighty (180) calendar days from the date of Beneficial Occupancy of the corresponding Location.

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 Capital Investment for their specific Locations.

4.10 AMORTIZATION SCHEDULE: The Concessionaire shall amortize its capital investment for a period not to exceed sixty (60) months using the straight-line depreciation method. If, at any time during the term of the Agreement, excluding any extension, 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. Stores display more than $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.

A certified audit of monies for the above expenditures performed at the expense of the Concessionaire will be required to confirm the Capital Investment 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 ($150/psf) minimum, the Concessionaire will be required to pay the Department the difference between the Capital Investment amount and the actual receipted expenditure within ninety (90) calendar days after billing by the Department.

Concessionaires 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 "Surety Performance and Payment Bond" in the Agreement. The Surety Performance and Payment Bond shall be in full force throughout the term of the installation / construction contract.

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, 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 or TAC-R 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 or TAC-R 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 or TAC-R procedures.

ARTICLE 5 – STANDARDS OF OPERATION

5.01 STANDARDS OF OPERATION: The Concessionaire shall comply with the Department's "Tenant Handbook", Exhibit J; 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, and 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 damages being imposed pursuant to Sub-Article.

5.02 COMPETITIVE PRICING POLICY: The Concessionaire shall submit three (3) comparisons prior to beginning operations at Miami International Airport.

Any request for an increase in fees or charges of any item sold or service offered by the Concessionaire or its Sub-tenants, must be accompanied by a competitive pricing survey of at least three (3) facilities demonstrating that the proposed pricing is consistent with the request.

The Concessionaire or its Sub-tenants who are not in compliance with the provisions of this Sub-article shall be given seven (7) days to bring all charges or pricing into compliance. Failure to do so shall subject the Concessionaire to penalties pursuant to Sub-article 3.24 "Penalties" in the Lease and Concession Agreement and shall constitute a default under this Agreement.

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 upon request provide to the Concessionaire a utilities matrix which describes the current utilities for each Location. 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, labour related 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 Sub-lease 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.

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 L) 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 3.24 "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 3.24 "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 3.24 "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.

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 the person or entity remaining in possession shall be deemed a tenant 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 " Annual Rental"** (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 tenant 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 "Annual Rental"**, 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 The Contractor shall maintain the following insurance throughout the performance of this Contract until the Work has been completed by the Contractor and accepted by the Owner.

A. **Worker's Compensation**, as required by Chapter 440, Florida Statutes.

B. **Automobile Liability Insurance,** covering all owned, non-owned and hired vehicles used in connection with the work in an amount not less than:

(1) $5,000,000 combined single limit per occurrence for bodily injury and property damage for vehicles used AOA.

(2) $1,000,000 combined single limit per occurrence for bodily injury and property damage covering vehicles when being used by the Contractor off of the AOA.

C. **Commercial General 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, combined single limit per occurrence for bodily injury and property damage. The County must be shown as an additional insured with respect to this coverage. and operation phase of this Agreement:

11.02 All insurance policies required herein shall be issued in 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 "A-" as to management, and no less than "VII" as to strength in accordance with the latest edition of "Best's Insurance Guide", published by

A.M. Best Company, Inc., or its equivalent, subject to approval of MDAD Risk Management.

11.03 The Contractor shall furnish certificates of insurance and insurance policies to the Owner prior to commencing any operations under this Contract. Certificates and policies shall clearly indicate that the Contractor has obtained insurance, in the type, amount, and classifications, as required for strict compliance with this Article. The certificates and policies must provide that, in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the MDAD Risk Management.

11.04 Compliance with the foregoing requirements as to the carrying of insurance shall not relieve the Contractor from liability under any other portion of this Contract.

11.05 Cancellation of any insurance or bonds, or non-payment by the Contractor of any premium for any insurance policies or bonds required by this Contract shall constitute a breach of this Contract. In addition to any other legal remedies, the Owner at its sole option may terminate this Contract or pay such premiums, and deduct the costs thereof from any amounts that are or may be due to the Contractor.

11.06 The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this section remain in force for the duration of the agreement. If insurance certificates are scheduled to expire during the contract period, the Contractor shall be responsible for submitting new or renewed insurance certificates to MDAD's Risk Management Office at a minimum of thirty (30) calendar days before such expiration.

11.07 The Owner 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 agrees to permit such inspection at the offices of the Owner.

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 of City at Airport 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 other 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 Aviation 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: he 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:

1. Treat such failure as a repudiation of this Agreement; and
2. 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;

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 within thirty (30) calendar days of the occurrence of the event to the Director. 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 18.10 "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 - AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISES (ACDBE)

14.01 ACDBE REQUIREMENTS: The Department has established an ACDBE goal of **twenty percent (20%)** participation for certified ACDBE's in connection with this Agreement.

The Operator 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 tenth (10^{th}) day of every month.

14.02 COUNTING ACDBE PARTICIPATION TOWARD CONTRACT GOALS: When an ACDBE participates in a contract; only the value of the work actually performed by the ACDBE toward the ACDBE goal will be counted.

When a ACDBE 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 ACDBE performs will be counted toward ACDBE goals as outlined in Appendix C "Airport Concession Disadvantage Business Enterprise Participation Plan/Provision".

Expenditures to an ACDBE contractor toward ACDBE goals will be counted only if the ACDBE is performing a commercially useful function as defined below:

A. ACDBE 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 ACDBE is performing a commercially useful function by evaluating the specific duties outlined in the Joint Venture Agreement; the subcontract License or other Licenses 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. An ACDBE 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 ACDBE participation.

D. If an ACDBE does not perform or exercise responsibility for at least their percentage of its participation or if the ACDBE 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 ACDBE is not performing a commercially useful function.

E. When an ACDBE is presumed not to be performing a commercially useful function as provided in paragraph (c) of this Article, the ACDBE 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 ACDBE GOAL ACHIEVED THROUGH JOINT VENTURE ("JV") PARTNERING: Operators may satisfy a part of the ACDBE goal by Joint Venturing with a ACDBE. The ACDBE partner must meet the eligibility standards set forth in 49 CFR Part 23. A "joint venture" or ("JV") shall mean and may be referred to as an "association" of two or more businesses acting as an Operator 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 ACDBE 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-ACDBE JV partner.

B. The work should be submitted as part of this Agreement and annually thereafter to the Aviation Department's Minority Affairs Division. The ACDBE Joint Venture partner will be required to spend the minimum amount of aggregate time on-site, focused on the operation of the Agreement. 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 ACDBE Joint Venture Activity (Appendix C, page 12), providing details of how the performance objectives were achieved and providing documentation of the achievement on the ACDBE form on page 12 of Appendix C. This information should include, but not be limited to:

Details of training sessions, including class rosters and lesson plans.

1. Deliverables and work products.

2. Time sheets of partner employees used to fulfill objectives. Time sheets must accurately reflect hours worked and compensation earned.
3. Proof that employees of partners actually work for them (payroll, payroll tax returns, and the like).

C. Each ACDBE 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.

D. Each ACDBE JV partner must perform work that is commensurate with the Agreement.

As described below, each ACDBE must submit, as part of its ACDBE Plan, a plan for the achievement of the ACDBE goal, including Schedule of Participation and the Letter of Intent from certified ACDBE's, or who have applied for certification through the Miami-Dade County Department of Business Development, as required by the Airport Concession 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-AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE): ACDBE firms must maintain their certification throughout the term of this Agreement.

14.05 AFFIRMATIVE ACTION AND DISADVANTAGED BUSINESS ENTERPRISE PROGRAMS: The Operator acknowledges that the provisions of 14 CFR Part 152, Affirmative Action Employment Programs, and 49 CFR Part 23, Disadvantaged Business Enterprise Programs, are applicable to the activities of the Operator 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 Operator 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 Operator, 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. The Operator 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 agreement covered by 49 CFR Part 23.

14.06 ACDBE MENTORING, ASSISTANCE AND TRAINING PROGRAM: Consistent with the goal of providing ACDBEs with hands-on participation and the responsibility for a clearly defined portion of the Airport Concession operations, subject to **Sub-Article 14.07 "Airport Concession Disadvantaged Business Enterprise Participation Plan"** hereof, each ACDBE 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. Retail 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 Operator 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 Operator books of account, for both financial and tax reporting purposes shall be maintained on the accrual method of accounting. The

Operator 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 the Retention and Business Development Division, outlining the specific areas of training (i.e., components covered; total number of hours of training; training material covered; etc.).

14.07 AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION PLAN: The Operator shall contract with those firm(s) as are listed on the Operator's ACDBE Participation Plan and approved by the Department, and shall thereafter neither (i) terminate such ACDBE 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 ACDBE firm(s) without the prior written authorization of the Department.

The Department shall monitor the compliance of the Operator with the requirements of this provision as referenced in **Sub-Article 14.01 "ACDBE Requirements"** during the Term and/or Extension, 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 Operator and ACDBEs, and other records pertaining to the ACDBE Participation Plan.

If at any time the Department has reason to believe that the Operator 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 Operator demonstrates, within a reasonable time, its compliance with the terms of this provision. No such sanction shall be imposed by the Department upon the Operator 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 Sub-lease and other agreements which the Concessionaire may enter into related to its activities under this Agreement and that any such Sub-lease 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 JP Morgan 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 NOT USED

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 (.0025%) of the total contract amount.

Exception: The above application of one quarter of one percent (.0025%) fee assessment shall not apply to the following contracts: (a) contracts for legal services; (b) contracts for financial advisory services; (c) auditing contracts; (d) facility rentals and Licenses; (e) concessions and other rental Licenses; (f) insurance contracts; (g) revenue-generating contracts; (h) professional service Licenses under $1,000; (i) management Licenses; (l)

small purchase orders as defined in Miami-Dade County Administrative Order No. 3-2; (m) federal, state and local government-funded grants; and (n) inter-local Licenses. ***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 (.0025%) 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 SUSPENSION OF SERVICES: If any strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against Concessionaire at the Airport, which results in the disruption, curtailment or discontinuance of services performed hereunder, the County shall have the right, during said period, to suspend the County's obligations under this Agreement and to cause the services required to be performed under this Agreement to be performed by others without any liability by the County to Concessionaire. During such period, if the services are being provided by others, this Agreement shall be abated.

18.08 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.

18.09 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.

18.10 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: Director
(Mailing Address) Miami-Dade Aviation Department
Post Office Box 025504
Miami, Florida 33102-5504

or (physical address): Miami International Airport
Terminal Building
Director's Office
Concourse E-5th floor
Miami, FL 33122

To the Concessionaire: **Lenlyn Ltd. DBA ICE Currency Services USA**
6151 W. Century Blvd., Suite 1108
Los Angeles, CA 90045

with copies to: **ICE Currency Services USA**
782 NW 42 Avenue, Suite 339
Miami, Fl 33126

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.

18.11 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.

18.12 RIGHTS RESERVED TO DEPARTMENT: All rights not specifically granted the Concessionaire by this Agreement are reserved to the Department.

18.13 DEPARTMENT LIEN: The Department 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.

18.14 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.

18.15 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.

18.16 RIGHT TO REGULATE: Nothing in this Agreement shall be construed to waive or limit the governmental authority of the Department, as a political subdivision of the State of Florida, to regulate the Concessionaire or its services.

18.17 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.

18.18 MODIFICATIONS: This Agreement may be modified and revised in writing and duly executed by the parties hereto, as permitted pursuant to **Sub-Article 18.04 "Administrative Modifications", Sub-Article 21.02 "Right to Amend"**, and **Sub-Article 21.04 "Right to Modify"**. Any oral representation or modification concerning this Agreement shall be of no force or effect. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with this Agreement.

18.19 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."**

18.20 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.

18.21 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.

18.22 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.

18.23 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.

18.24 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.

18.25 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.

ARTICLE 19 - SUB-LEASES

19.01 ASSIGNMENT OF SUB-LEASES 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 Sub-lease 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:

(i) Sub-tenant is not currently in non-monetary default, beyond all applicable notice and cure periods;
(ii) 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;
(iii) Sub-tenant has not had no more that three (3) accumulated defaults of any kind during the previous twelve (12) months under its Sub-lease agreement;
(iv) Sub-tenant is current regarding all payments of any kind for which it is responsible under its Sub-lease agreement; or
(v) Sub-tenant has no outstanding claims of default against the Concessionaire in its capacity as landlord under the Sub-lease 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 Sub-lease 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 Sub-lease agreement up to the effective date of the Assignment Agreement.

19.02 DEPARTMENT'S RIGHTS TO APPROVE SUB-LEASES: Concessionaire shall not sub-lease 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 Sub-lease agreements.

19.03 CONCESSIONAIRE'S SUB-LEASE AGREEMENT REQUIREMENTS: The Concessionaire's Sub-lease 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 MINIMUM QUALIFICATIONS REQUIREMENT: The Concessionaire must ensure that each Sub-tenant has a minimum of three (3) years continuous experience within the last ten (10) years in the ownership, management, or operations of a retail

location with minimum gross sales of $250,000 per location per year, per in-line unit, or $150,000 per year per self contained location (known throughout the industry as retail merchandise units, kiosks, or carts).

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 sub-organizations 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-Concessionaires to provide assurances to the same effect and ensure that such assurances are included in contracts and Sub-lease 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, 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.

   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. 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: The parties hereto covenant and agree that, during the Term, the First Extended Term and/or Second Extended. If applicable, 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 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.

9. 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.

10. 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 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.

21.12 ENTIRE AGREEMENT: This Agreement, together with the Exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and any prior agreements, representations or statements made with respect to such subject matter, whether oral or written, and any contemporaneous oral agreements, representations or statements with respect to such subject matter, are merged herein; provided, however, that Concessionaire hereby affirms the completeness and accuracy of the information provided by Concessionaire to Department in the Eligibility and Proposal Form, and in all attachments thereto and enclosures therewith, submitted by Concessionaire to Department in connection with the award of this Agreement. None of the provisions, terms or conditions contained in the Agreement may be modified or otherwise altered except as may be specifically authorized by **Sub-article 18.04, "Administrative Modifications"** or the Sub-articles stated therein, 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

Lenlyn Ltd., DBA ICE Currency Services USA
(Legal Name of Corporation)

ATTEST:

Secretary _____
(Signature and Seal)

By: _____
Concessionaire - Signature

Bharat Shah, VP Operations
(Type Name & Title)

Name: Kurush Sarkari

Chief Operating Officer
(Type Name & Title)

INDIVIDUAL, PARTNERSHIP OR JOINT VENTURE

_____
Legal Name

By: _____
Signature

_____
(Type Name & Title)

_____
Legal Name

By: _____
Signature

_____
(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
Locations Summary

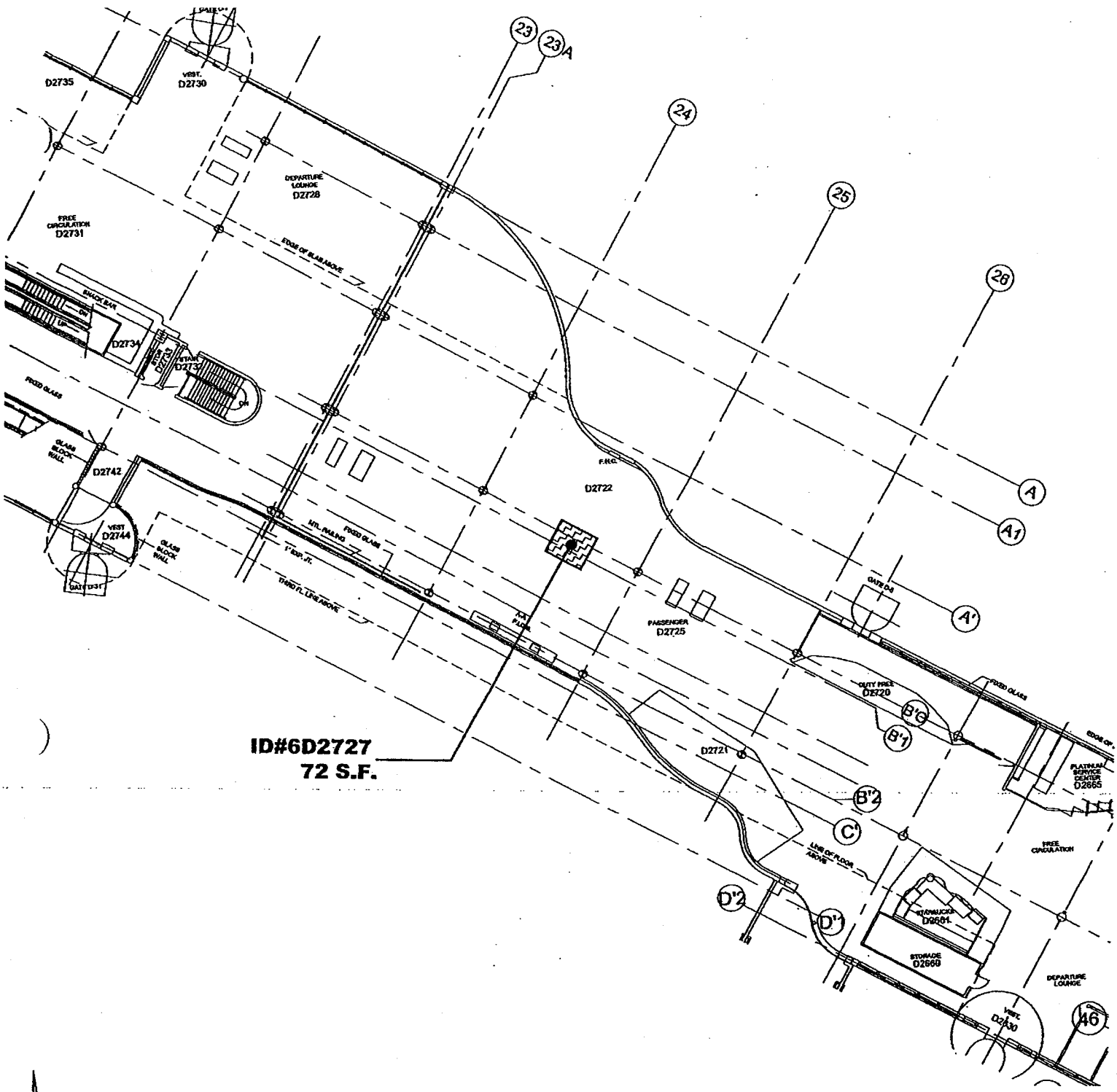

EXHIBIT "A"

LEGEND

FOREIGN CURRENCY EXCHANGE PROPOSAL

MIAMI DADE AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT
CONCESSIONS PROGRAMS
CONCOURSE "D"
2nd Level
JANUARY 2007

98

PROJECT FILE: 60175

TECHNICAL SUPPORT DIVISION

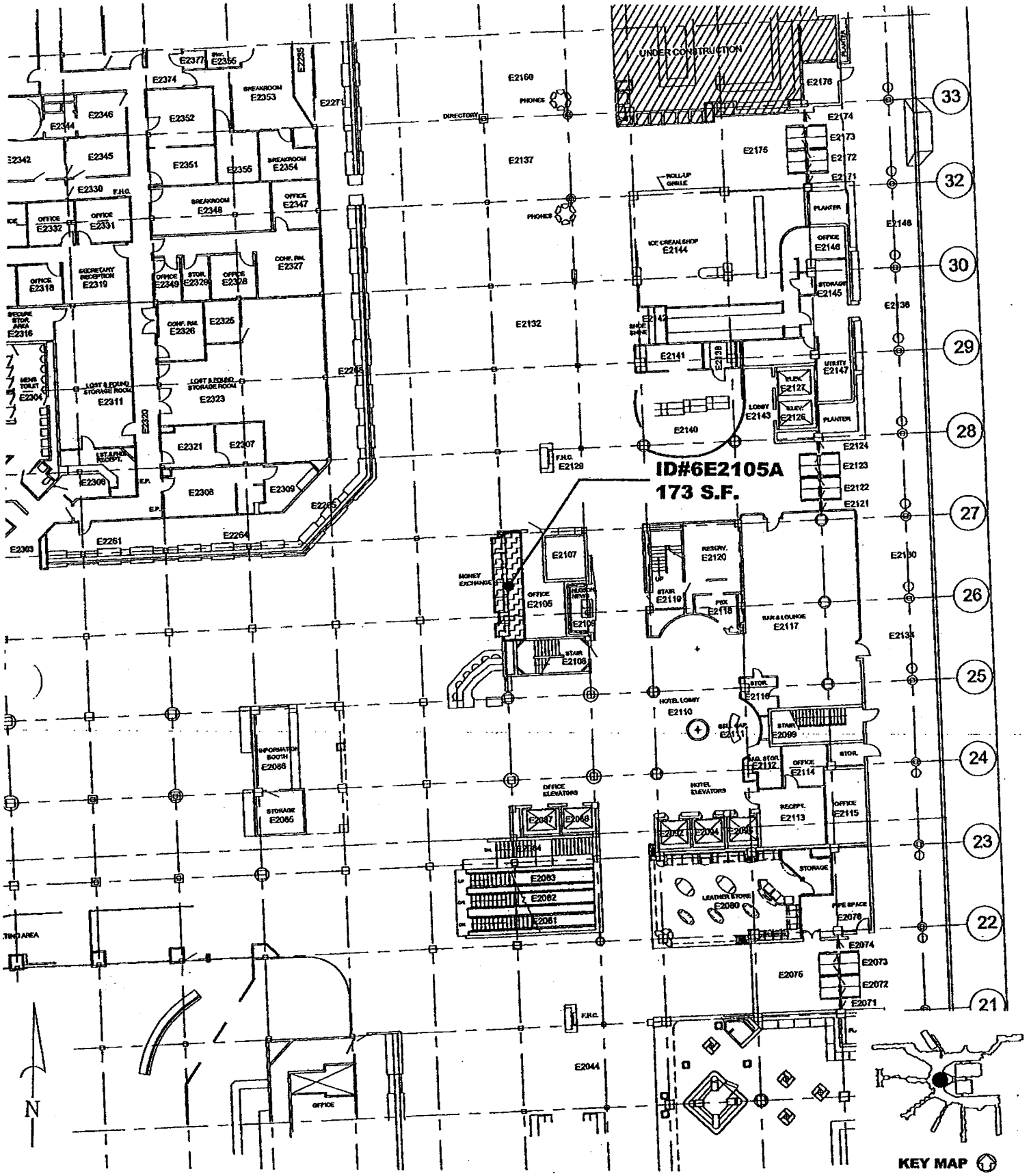

EXHIBIT "A"

LEGEND

FOREIGN CURRENCY EXCHANGE PROPOSAL

MIAMI DADE AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT
CONCESSIONS PROGRAMS
TERMINAL "E"
2nd Level
JANUARY 2007

99

PROJECT FILE: 60175

TECHNICAL SUPPORT DIVISION

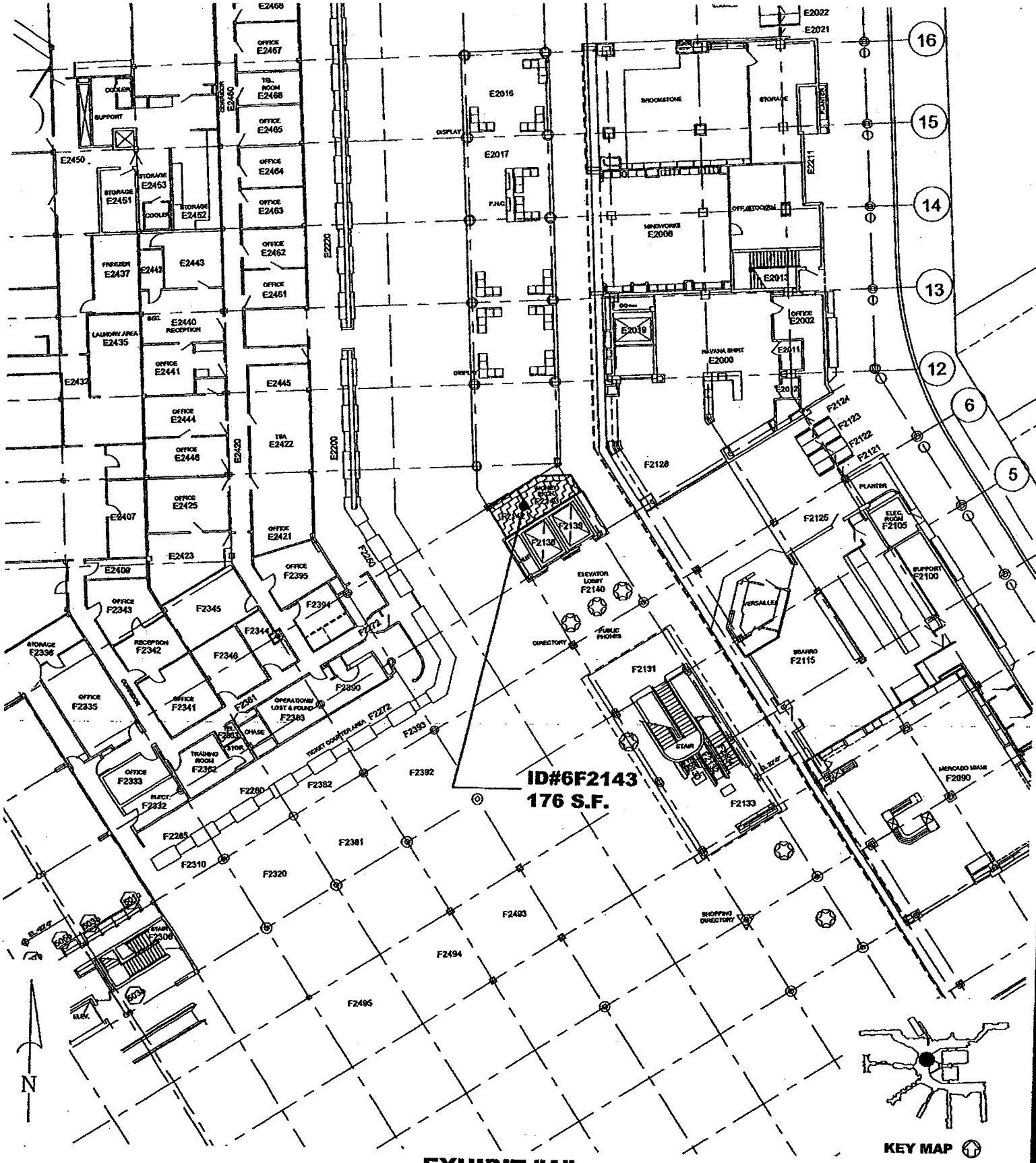

EXHIBIT "A"

LEGEND

FOREIGN CURRENCY EXCHANGE PROPOSAL

MIAMI DADE AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT
CONCESSIONS PROGRAMS
TERMINAL "F"
2nd Level
JANUARY 2007

100

OJECT FILE: 60175

MDA
TECHNICAL SUPPORT DIVISION

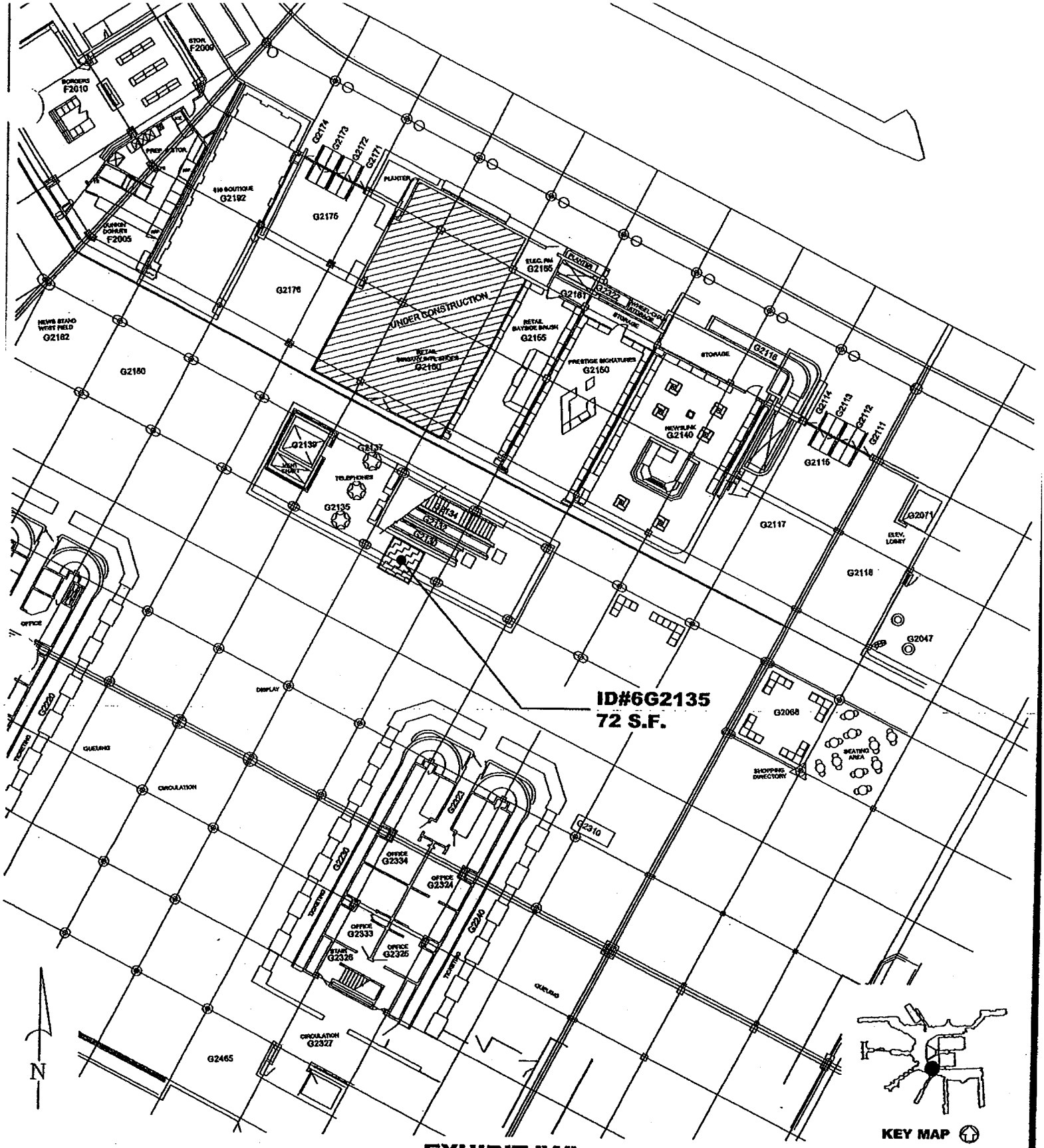

EXHIBIT "A"

LEGEND

FOREIGN CURRENCY EXCHANGE PROPOSAL

MIAMI DADE AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT
CONCESSIONS PROGRAMS
TERMINAL "G"
2ND Level
JANUARY 2007

101

PROJECT FILE: 60175

TECHNICAL SUPPORT DIVISION

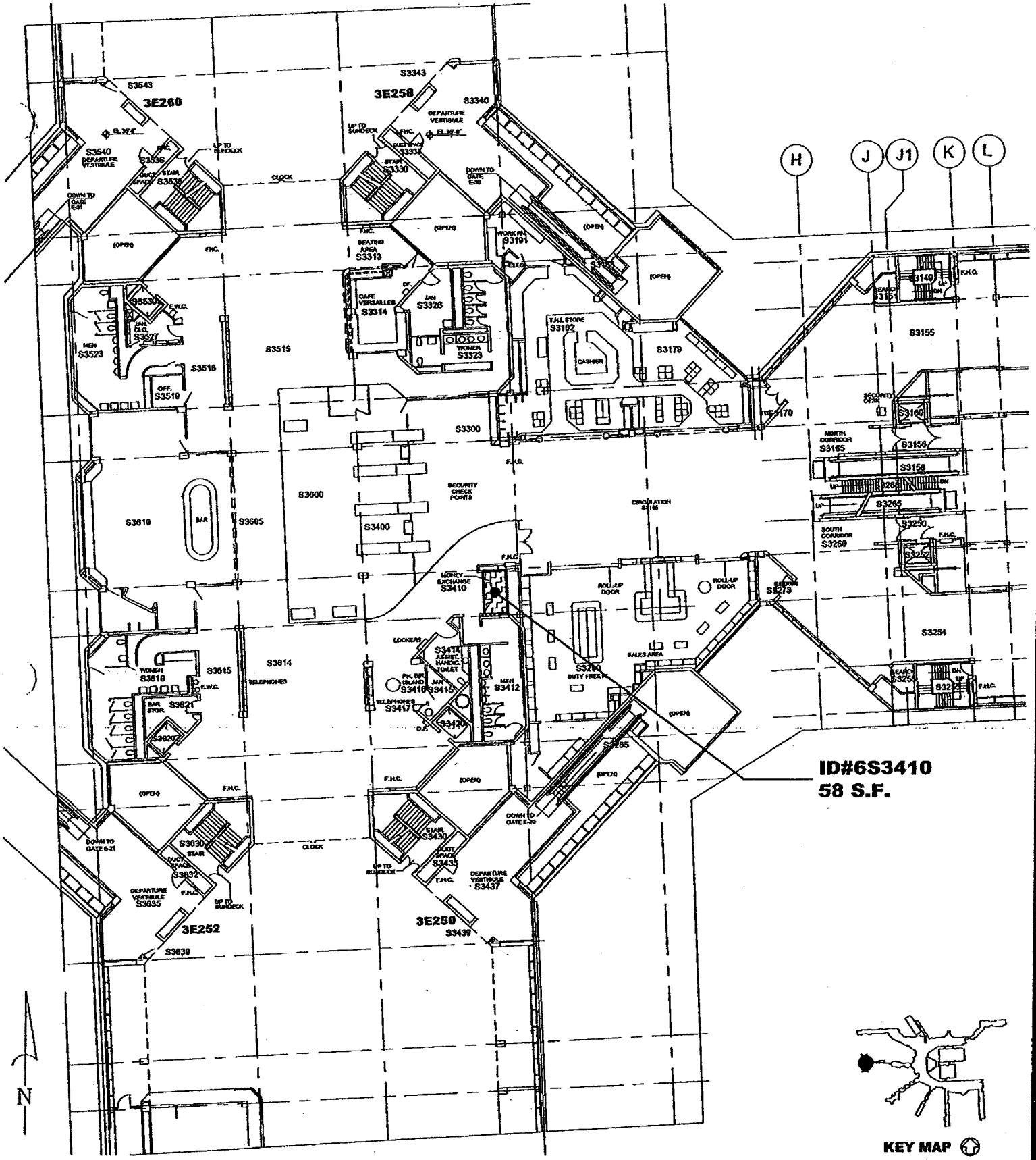

EXHIBIT "A"

LEGEND

FOREIGN CURRENCY EXCHANGE PROPOSAL

MIAMI DADE AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT
CONCESSIONS PROGRAMS
SATELLITE "E"
3rd Level
JANUARY 2007 102

TECHNICAL SUPPORT DIVISION

OJECT FILE: 60175

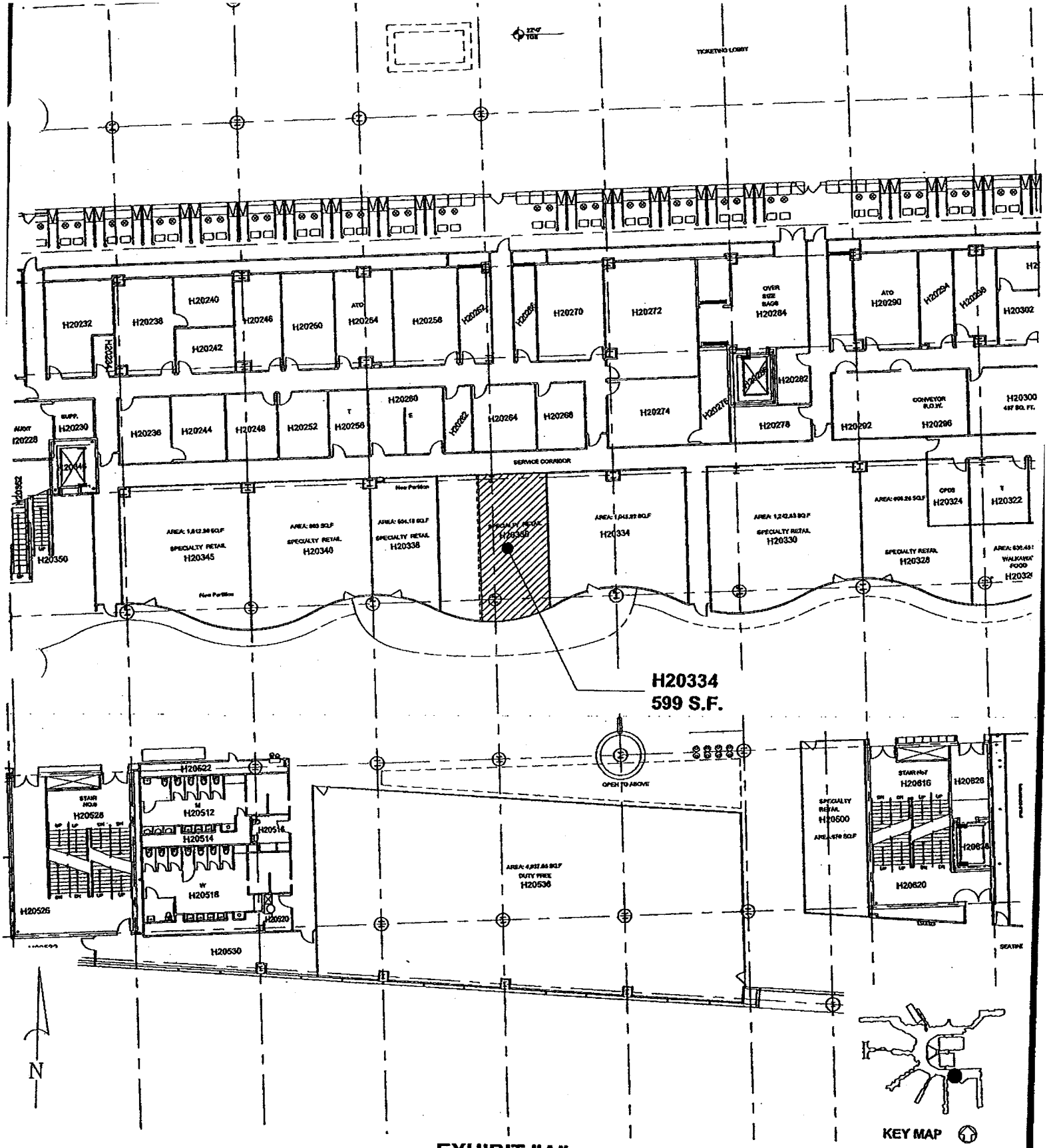

EXHIBIT "A"

LEGEND

FE FOREIGN CURRENCY EXCHANGE PROPOSAL

MIAMI DADE AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT
CONCESSIONS PROGRAMS
TERMINAL "H"
2nd Level
JANUARY 2007

103

PROJECT FILE: 60175

MDA
TECHNICAL SUPPORT DIVISION

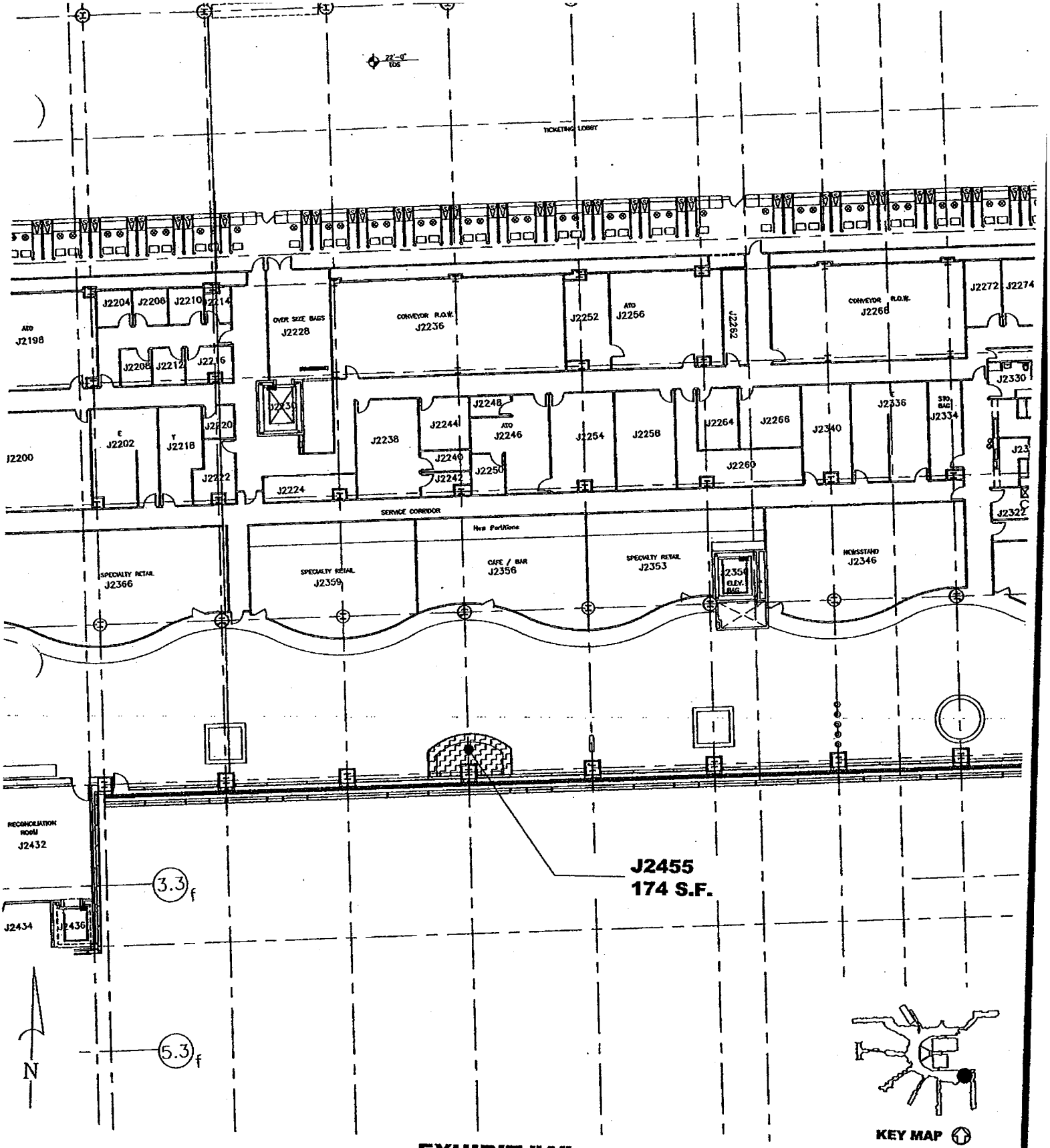

EXHIBIT "A"

LEGEND

FOREIGN CURRENCY EXCHANGE PROPOSAL

MIAMI DADE AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT
CONCESSIONS PROGRAMS
TERMINAL "J"
2nd Level
JANUARY 2007

104

OJECT FILE: 60175

MDA
TECHNICAL SUPPORT DIVISION

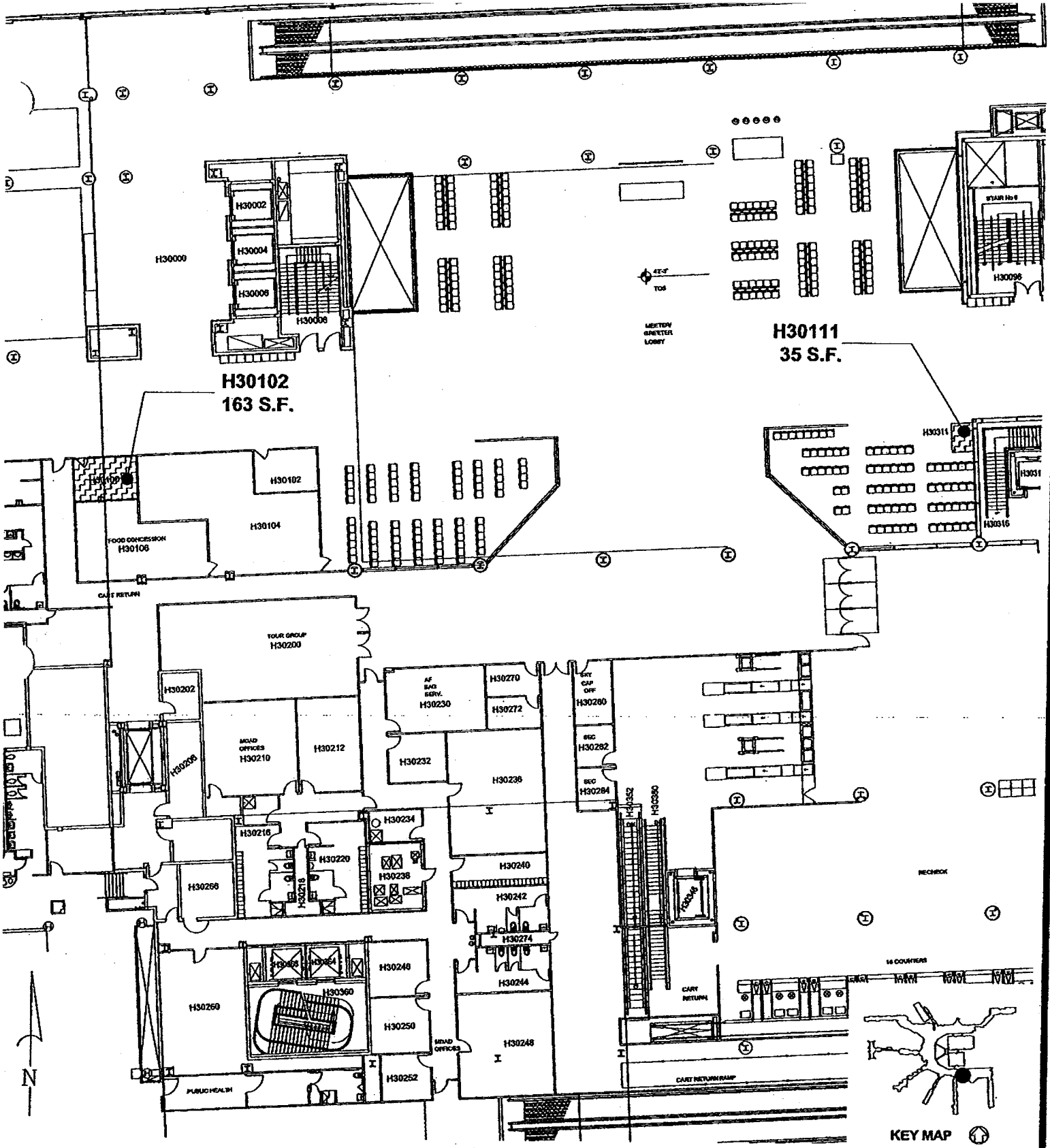

EXHIBIT "A"

LEGEND

FOREIGN CURRENCY EXCHANGE PROPOSAL

MIAMI DADE AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT
CONCESSIONS PROGRAMS
TERMINAL "H"
3rd Level
JANUARY 2007

105

PROJECT FILE: 50175

TECHNICAL SUPPORT DIVISION

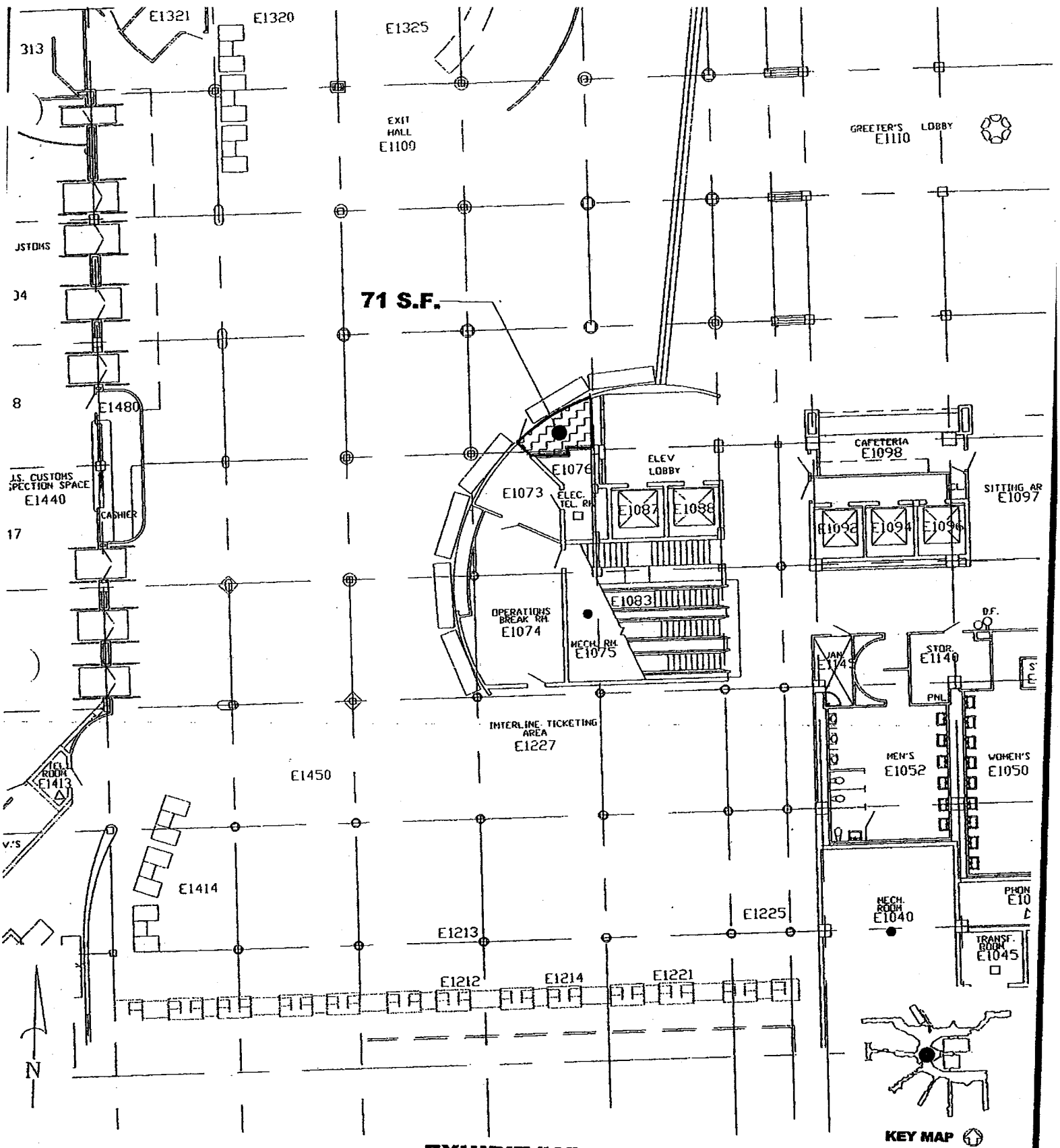

EXHIBIT "A"

LEGEND

PROPOSED CURRENCY EXCHANGE

MIAMI DADE AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT
CONCESSIONS PROGRAMS
TERMINAL "E"
1st Level
APRIL 2007

106

PROJECT FILE: 60222

MDA
TECHNICAL SUPPORT DIVISION

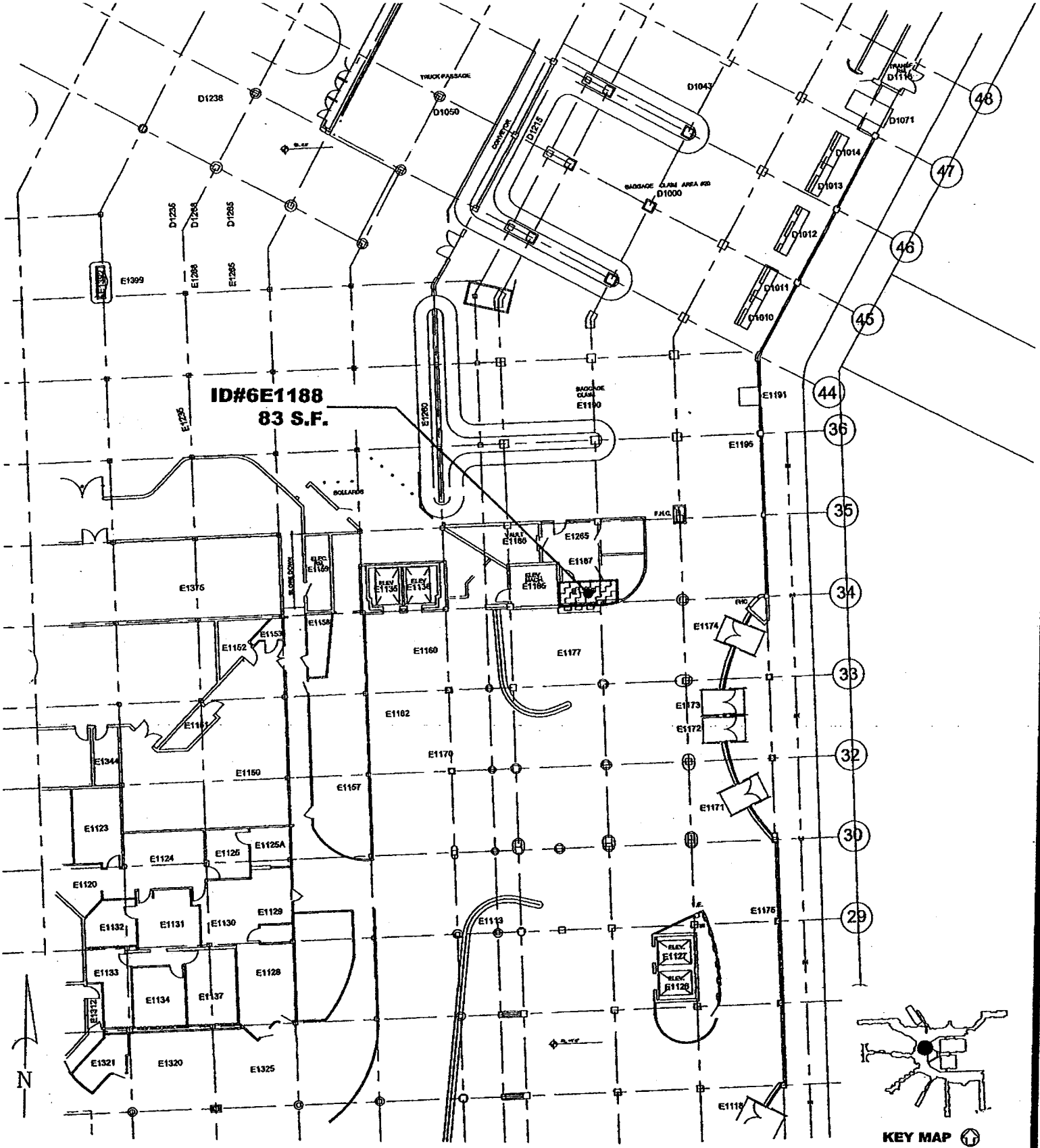

EXHIBIT "A"

LEGEND

FOREIGN CURRENCY EXCHANGE PROPOSAL

MIAMI DADE AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT
CONCESSIONS PROGRAMS
TERMINAL "E"
1st Level
JANUARY 2007

107

OJECT FILE: 60175

MDA
TECHNICAL SUPPORT DIVISION

EXHIBIT B
Surety Performance & Payment Bond

EXHIBIT B

SURETY PERFORMANCE AND PAYMENT BOND

By this Bond, We, [OPERATOR], as Principal, whose principal business address is [INSERT ADDRESS], under the contract dated , 200 , between Principal and Miami-Dade County for the development of the [IMPROVEMENTS] (hereinafter referred to as "License Agreement") the terms of which License 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 [OPERATOR], 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:

SURETY:

_____

_____

_____

(Copy of Agent's current
Identification Card as issued by
State of Florida Insurance Commissioner must be attached) By: _____

_____

Attorney-in-Fact

(CORPORATE SEAL)

(Power of Attorney must be attached)

EXHIBIT D
MAG Performance Bond

MONTHLY REPORT OF GROSS REVENUES

Exhibit H

(Due on or before the fifteen (15th) calendar day following the end of the month)

COMPANY: _____

MONTH: _____ **YEAR:**_____

		Gross Revenues	Percentage Fee	Percentage Fee Total
Foreign Currency Exchange	$0-$38,000,000		7.3%*	
Sub-Total Foreign Currency Exchange		$0		$0

* A percentage fee of 7.5% will be paid on the amount that exceeds the cumulative annual Gross revenue of $38,000,0000. This amount is known as the incremental amount.

Travel Insurance		10%	
Business Center Services		10%	
Prepaid Phone Cards		25%	
Other Services		15%	
Sub-Total Services	$0		$0

	Gross Revenue - Fees Collected		
Travelers Checks		15%	
Money Wires		15%	
Cash Advances - Credot Cards		15%	
Sub-Total Other	$0		$0
TOTAL PERCENTAGE FEE	**$0**		**$0**
LESS:			
MINIMUM ANNUAL GUARANTEE	**$0**		**$0**
TOTAL	**$0**		**$0**

TOTAL MONTHLY GROSS REVENUE

YTD GROSS REVENUE

PAYMENT INCLUDED - CHECK NO.____

AMOUNT PAID: $_____

DATE: _____/_____/_____

I hereby certify that the above statement is true and correct:

Signature _____ Title _____ Date _____

Attach breakdown by location and consolidated by category, sales and respective percentage fee - month and cumulative.

Exhibit I

TSA Prohibited Items List
As of January 31, 2007

	Carry-on	Checked
Aerosol spray bottles and cans	Yes - 3 oz. or smaller container	Yes
All creams and lotions including Neosporin or first-aid creams and ointments, topical or rash creams and ointments, suntan lotions, moisturizers, etc.	Yes - 3 oz. or smaller container	Yes
Bubble bath balls, bath oils or moisturizers	Yes - 3 oz. or smaller container	Yes
Bug and mosquito sprays and repellents	Yes - 3 oz. or smaller container	Yes
Cigar Cutters	Yes	Yes
Corkscrews	Yes	Yes
Cuticle Cutters	Yes	Yes
Deodorants made of gel or aerosol	Yes -3 oz. or smaller container	Yes
Eye drops - You are allowed to carry a 3 oz. or smaller container of eye drops in a clear, one-quart plastic bag. There is no restriction on the amount you may carry, but containers greater than 3 oz. must be declared to the Security Officer and cannot be carried in your clear, one-quart bag.	Yes	Yes
Eyeglass Repair Tools - including screwdrivers.	Yes	Yes
Eyelash Curlers	Yes	Yes
Gel-filled bras and similar prosthetics - Gel-filled bras may be worn through security screening and aboard aircraft.	Yes	Yes

Hair styling gels and spray of all kinds including aerosol	Yes - 3 oz. or smaller container	Yes
Hair Straightener or Detangler	Yes - 3 oz. or smaller container	Yes
Knitting and Crochet Needles	Yes	Yes
Knives - except for plastic or round bladed butter knives.	**No**	Yes
Lip gels such as Carmex or Blistex	Yes - 3 oz. or smaller container	Yes
Liquid lip glosses or other liquids for lips	Yes - 3 oz. or smaller container	Yes
Liquid bubble bath including gel or liquid filled	Yes - 3 oz. or smaller container	Yes
Liquid foundations	Yes - 3 oz. or smaller container	Yes
Liquid, gel or spray perfumes and colognes	Yes - 3 oz. or smaller container	Yes
Liquid sanitizers	Yes - 3 oz. or smaller container	Yes
Liquid soaps	Yes - 3 oz. or smaller container	Yes
Liquid mascara	Yes - 3 oz. or smaller	Yes

	container	
Make up removers or facial cleansers	Yes - 3 oz. or smaller container	Yes
Mouthwash	Yes - 3 oz. or smaller container	Yes
Nail Clippers	Yes	Yes
Nail Files	Yes	Yes
Nail polish and removers	Yes -3 oz. or smaller container	Yes
Non-prescription liquid or gel medicines like cough syrup and gel cap type pills - You are allowed to carry up to 3 oz., of eye drops in a clear, one-quart plastic bag. Volumes greater than 3 oz. must be declared to the Security Officer and cannot be carried in your clear, one-quart bag. For more details see read TSA information on liquid medications.	Yes	Yes
Personal lubricants - You are allowed to carry up to 3 oz., of eye drops in a clear, one-quart plastic bag. Volumes greater than 3 oz. must be declared to the Security Officer and cannot be carried in your clear, one-quart bag.	Yes	Yes
Safety Razors - including disposable razors.	Yes	Yes
Saline solution - You are allowed to carry up to 3 oz., of eye drops in a clear, one-quart plastic bag. Volumes greater than 3 oz. must be declared to the Security Officer and cannot be carried in your clear, one-quart bag.	Yes	**Yes**
Scissors - plastic or metal with blunt tips.	Yes	Yes
Scissors - metal with pointed tips and blades shorter than four inches in length.	Yes	Yes
Shampoos and conditioners	Yes - 3 oz. or smaller container	Yes
Toothpaste	Yes - 3 oz. or smaller	Yes

	container	
Toy Transformer Robots	Yes	Yes
Toy Weapons - if not realistic replicas.	Yes	Yes
Tweezers	Yes	Yes
Umbrellas- allowed in carry-on baggage once they have been inspected to ensure that prohibited items are not concealed.	Yes	Yes
Walking Canes - allowed in carry-on baggage once they have been inspected to ensure that prohibited items are not concealed.	Yes	Yes
NOTE: Some personal care items containing aerosol are regulated as hazardous materials. The FAA regulates hazardous materials. This information is summarized at www.faa.gov.		

Electronic Devices

	Carry-on	Checked
Camcorders *(See below)*	Yes	Yes
Camera Equipment - the checked baggage screening equipment will damage undeveloped film in camera equipment. We recommend that you either put undeveloped film and cameras containing undeveloped film in your carry-on baggage or take undeveloped film with you to the checkpoint and ask the screener to conduct a hand-inspection. *(See below)*	Yes	Yes
Laptop Computers *(See below)*	Yes	Yes
Mobile Phones *(See below)*	Yes	Yes
Pagers *(See below)*	Yes	Yes
Personal Data Assistants (PDA's) *(See below)*	Yes	Yes
NOTE: We recommend keeping fragile or expensive items with you in your carry-on bags.		
NOTE: Check with your airline or travel agent for restrictions on the use of these and other electronic items during your flight.		

Sharp Objects

	Carry-on	Checked
Box Cutters	No	Yes
Ice Axes/Ice Picks	No	Yes
Knives - except for plastic or round bladed butter knives	No	Yes
Meat Cleavers	No	Yes
Razor-Type Blades - such as box cutters, utility knives, razor blades not in a cartridge, but excluding safety razors.	No	Yes
Sabers	No	Yes
Scissors - metal with pointed tips and blades shorter than four inches	Yes	Yes
Swords	No	Yes
NOTE: Any sharp objects in checked baggage should be sheathed or securely wrapped to prevent injury to baggage handlers and inspectors.		

Sporting Goods

	Carry-on	Checked
Baseball Bats	No	Yes
Bows and Arrows	No	Yes
Cricket Bats	No	Yes
Golf Clubs	No	Yes
Hockey Sticks	No	Yes
Lacrosse Sticks	No	Yes
Pool Cues	No	Yes
Ski Poles	No	Yes
Spear Guns	No	Yes
For more information, please read our Traveling with Special Items section.		

Guns & Firearms

	Carry-on	Checked
Ammunition - Check with your airline or travel agent to see if ammunition is permitted in checked baggage on the airline you are flying. If ammunition is permitted, it must be declared to the airline at check-in. Small arms ammunitions for personal use must be securely packed in fiber, wood or metal boxes or other packaging specifically designed to carry small amounts of ammunition. Ask about limitations or fees, if any, that apply. Read TSA Firearms & Ammunition section	No	Yes
BB guns	No	Yes
Compressed Air Guns	No	Yes
Firearms - firearms carried as checked baggage MUST be unloaded, packed in a locked hard-sided container, and declared to the airline at check-in. Read TSA Firearms & Ammunition section.	No	Yes
Flare Guns - May be carried as checked baggage MUST be unloaded, packed in a locked hard-sided container, and declared to the airline at check-in. Read TSA section on Camping.	No	Yes
Flares	No	No
Gun Lighters	No	Yes
Gun Powder including black powder and percussion caps	No	No
Parts of Guns and Firearms	No	Yes
Pellet Guns	No	Yes
Realistic Replicas of Firearms	No	Yes
Starter Pistols	No	Yes
NOTE: Check with your airline or travel agent to see if firearms are permitted in checked baggage on the airline you are flying. Ask about limitations or fees, if any, that apply. All of the firearms listed above, as well the frame or receiver of such firearms, carried as checked baggage, MUST be unloaded, packed in locked hard-sided gun case, and declared to your airline at check-in.		

Tools

	Carry-on	Checked
Axes and Hatchets	No	Yes
Cattle Prods	No	Yes
Crowbars	No	Yes
Hammers	No	Yes
Drills and drill bits (including cordless portable power drills)	No	Yes
Saws (including cordless portable power saws)	No	Yes
Tools (greater than seven inches in length)	No	Yes
Tools (seven inches or less in length)	Yes	Yes
Screwdrivers (seven inches or less in length)	Yes	Yes
Wrenches and Pliers (seven inches or less in length)	Yes	Yes
NOTE: Any sharp objects in checked baggage should be sheathed or securely wrapped to prevent injury to baggage handlers and Security Officers.		

Martial Arts & Self Defense Items

	Carry-on	Checked
Billy Clubs	No	Yes
Black Jacks	No	Yes
Brass Knuckles	No	Yes
Kubatons	No	Yes
Mace/Pepper Spray - One 118 ml or 4 Fl. oz. container of mace or pepper spray is permitted in checked baggage provided it is equipped with a safety mechanism to prevent accidental discharge. For more information visit www.faa.gov., click on Passengers, then Preparing to Fly.	No	Yes
Martial Arts Weapons	No	Yes
Night Sticks	No	Yes
Nunchakus	No	Yes
Stun Guns/Shocking Devices	No	Yes
Throwing Stars	No	Yes

120

NOTE: Any sharp objects in checked baggage should be sheathed or securely wrapped to prevent injury to baggage handlers and Security Officers.

Explosive & Flammable Materials, Disabling Chemicals & Other Dangerous Items

Explosive Materials	Carry-on	Checked
Blasting Caps	No	No
Dynamite	No	No
Fireworks	No	No
Flares (in any form)	No	No
Hand Grenades	No	No
Plastic Explosives	No	No
Realistic Replicas of Explosives	No	No

Flammable Items	Carry-on	Checked
Aerosol (any except for personal care or toiletries in limited quantities)	No	No
Fuels (including cooking fuels and any flammable liquid fuel)	No	No
Gasoline	No	No
Gas Torches	No	No
Lighter Fluid	No	No
Lighters - All lighters are prohibited as carry-on items. Lighters without fuel are permitted in checked baggage. Lighters with fuel are prohibited in checked baggage, unless they adhere to DOT exemptions, which allow up to two fueled lighters if properly enclosed in a DOT approved case. If you are uncertain as to whether your lighter is prohibited, please refrain from bringing it to the airport.	No	No
Strike-anywhere Matches - Up to 4 books of safety (non-strike anywhere) matches are permitted as carry-on items, but all matches are prohibited in checked baggage.	No	No
Flammable Paints (See Other Items below for non-flammable paints)	No	No

Turpentine and Paint Thinner	No	No
Realistic Replicas of Incendiaries	No	No
NOTE: There are other hazardous materials that are regulated by the FAA. This information is summarized at www.faa.gov, click on Passengers, then Preparing to Fly.		

Disabling Chemicals & Other Dangerous Items	**Carry-on**	**Checked**
Chlorine for Pools and Spas	No	No
Compressed Gas Cylinders - including fire extinguishers	No	No
Liquid Bleach	No	No
Spillable Batteries - except those in wheelchairs	No	No
Spray Paint	No	No
Tear Gas	No	No
NOTE: There are other hazardous materials that are regulated by the FAA. This information is summarized at www.faa.gov.		

Food & Drinks

	Carry-on	**Checked**
Beverages brought from home or purchased before reaching the security checkpoint in containers LARGER than 3 oz.	**No**	Yes
Beverages brought from home or purchased before reaching the security checkpoint in a 3 oz. or smaller container and in your quart-size, zip-top plastic bag.	**Yes**	Yes
Beverages purchased after security screening	**Yes**	Yes
Baby formula and food, breast milk and other baby items - These are allowed in your carry-on baggage or personal items. You can take these through the security checkpoints and aboard your plane. However, you must be traveling with a baby or toddler. All items including formula or breast milk will be inspected. Learn more on traveling with children.	Yes	Yes
Canned or jarred goods such as soup, sauces, peanut butter, fruits, vegetables and jellies	Yes - 3 oz. or smaller container	Yes
Cheese in pressurized containers	Yes - 3 oz. or smaller	Yes

	container	
Duty free alcohol and other items *(Please see TSA section on Duty Free Item)*	Yes, but some restrictions apply.	Yes
Gel based sports supplements	Yes - 3 oz. or smaller container	Yes
Jell-O's	Yes - 3 oz. or smaller container	Yes
Pudding	Yes - 3 oz. or smaller container	Yes
Whipped cream	Yes - 3 oz. or smaller container	Yes
Yogurt or gel like food substances	Yes - 3 oz. or smaller container	Yes

Other Items

	Carry-on	Checked
Gel-type candles	No	Yes
Gel shoe inserts - Gel shoe inserts are not permitted, but shoes constructed with gel heels are allowed and must be removed and screened.	No	Yes
Non-flammable liquid, gel, or aerosol paint	Yes - 3 oz. or smaller container	Yes
Flammable liquid, gel, or aerosol paint	No	No
Snow globes and like decorations regardless of size or amount of liquid inside, even with documentation.	No	Yes

EXHIBIT J

MIAMI-DADE AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT
COMMERCIAL OPERATIONS

COMMERCIAL OPERATIONS
TENANT HANDBOOK MANUAL

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,

Jose Abreu, P.E. Director, Miami-Dade
Aviation Department

JA: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 that 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. Changes in Price and Product Offerings

1. Street 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 periodically as indicated in the Lease Agreement. MDAD will monitor Concessionaire prices to ensure compliance.

Concessionaires are required to submit a detailed list of all services and items (and their corresponding prices) offered in their assigned premises.

Prior to adding new items or increasing prices, Concessionaires are required to inform the airport and to seek written approval from the Department.

2. Menu and Product Offerings

MDAD and the Concessionaire agrees to offer a set of products and services 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 meets 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 K

Scope of Services

The following is the Scope of Services to be performed by the Concessionaire for the Foreign Currency Exchange and Business Centers Services.

MDAD intends to initially provide the Successful Concessionaire with ten (10) Foreign Currency Exchange locations throughout the Airport and one (1) Business Center Foreign Currency Exchange and location of approximately 599 square feet located on the second level post-security in the South Terminal (see Exhibit A).

The Concessionaire will be required to provide, at a minimum, the services indicated in Section 1.3.3 **"Typical Foreign Currency Exchange and Business Center Services"**.

Improvement to Facilities/Premises

The Concessionaire shall invest a minimum one hundred fifty dollars ($150) per square foot of Approved Improvements (the "Capital Investment") to provide new Foreign Currency Exchange Facilities and one Business Center Facilities, which includes plan, design and construction improvements to the Locations listed in Exhibit A of the Agreement.

Transition Plan

The Successful Concessionaire will submit a Transition Plan including a timeline schedule to the Department, within thirty (30) days of the Effective Date stating the action plan for removal and installation of the Existing Facilities.

Typical Foreign Currency Exchange and Business Centers Services

Typical currency exchange services performed by the Concessionaire shall include but not be limited to providing:

- Foreign Currency Exchange
- Travelers Checks
- Money wires
- Travel Insurance
- Cash advances on credit cards
- Prepaid Phone Cards
- Business Services – At a minimum includes: fax, photocopy, printer access, internet, cellular phone rentals and cellular charging stations.
- Other special services such as conference room rentals, Hotel Reservations, Attractions Tickets, Bus/Rail Tickets, flowers ordering, UPS/Fed Ex, US Postal Service shipping are suggested.

Such additional services may be proposed and agreed upon by written consent of MDAD.

PERCENTAGE FEE RATE SCHEDULE

SERVICE	% FEE RATE	DERIVED FROM
Currency Exchange	7.3% under $38 mil 7.5% above $38,000,001 (incremental)	Gross Revenue
Travelers Checks	15%	Collected Fees
Money Wires	15%	Collected Fees
Travel Insurance	10%	Gross Revenue
Cash advances – credit cards	15%	Collected Fees
Prepaid Phone Cards	25%	Gross Revenue
Business Center Services	10%	Gross Revenue
Other Services	15%	Gross Revenue

General Manager

The Concessionaire shall appoint a full time, experienced and properly trained General Manager, to represent and act on behalf of the Foreign Currency Exchange and Business Center Concessionaire in all matters pertaining to the business operation. The General Manager shall be responsible for the proper conduct and appearance of its officers, agents, employees, suppliers, and representatives. The General Manager shall be responsible for all Locations.

Foreign Currency Exchange Personnel

The Concessionaire shall employ at all times a sufficient number of personnel necessary to assure prompt, courteous and efficient service. Foreign Currency Exchange officers, staff, employees ("FCE Personnel") shall be properly trained and attired, and must wear identification "badges" in accordance with MIA requirements. FCE Personnel shall not engage in any "pressure-sales" tactics for any services offered by the Foreign Currency Exchange at MIA.

Pricing

All services and products will be offered at competitive prices with those prices charged for similar services and products at comparable currency exchange locations throughout the Miami area and at similar size airports within the United States. The prices and charges of services and products will be pre-approved by the Department. It will be the responsibility of the Concessionaire to ensure that the price levels are consistent with the objectives as agreed in this Lease and Concession Agreement. The Concessionaire will be requested to provide a price comparison every year on the Agreement anniversary date.

Utilities

The cost of all utilities used or consumed in the Locations shall be borne by the Concessionaire. The Concessionaire shall pay for such utilities in the Locations as a

monthly charge upon billing by the Department, or utility companies. 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.

Utilities including electric and telecommunications, as necessary, must be pulled by the Concessionaire from the nearest junction box in accordance with MDAD requirements.

Signage

Any and all signage must have prior approval from the Department and is subject to the terms and conditions of the Agreement. Moving or flashing signs are prohibited.

Americans Disability Act Requirements

Concessionaire shall comply with all ADA requirements in the operation of the Foreign Currency Exchange and Business Centers.

Federal Aviation Administration/MIA Operations Requirements

The Concessionaire shall comply with all Federal Aviation Administration (FAA) regulations, including all security requirements, and all MIA Regulations.

Concessionaire Performance

The Concessionaires shall comply with the Department's "Tenant Handbook", Exhibit J; the "MIA Terminal Standards" available on www.miami-airport.com, and all revisions to same promulgated from time to time by the Department. (Also, see Sub-article 5.01, "Standards of Operation" of the Lease and Concessionaire Agreement.)

Customer Services

Staff assisting customers must be able to communicate well in English and must be trained in customer service, quality assurance, sensitivity and awareness regarding individuals with disabilities.

Security Requirements

The Concessionaire shall provide necessary security measures at the Locations to protect the customer and MDAD. The Concessionaire shall provide a Security Plan to the Department for review, prior to beginning operations.

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 Lease and Concession Agreement is a service to airline passengers and the users of the Airport and that the Concessionaire 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 the equipment, and the service rendered to the public. The Concessionaire agrees to promptly discontinue or remedy any objectionable practice.

The Concessionaire shall maintain adequate personnel to provide quality service.

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/or its Sub-tenants, 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 or 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 operate on 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 décor of the locations and all signs installed, erected or displayed therein.

11. 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. <u>Property Management</u>:

The Concessionaire will perform the following duties, subject to the terms, conditions, limitations and all other provisions of this Agreement:

1. Function as operations liaison between the Department, governmental agencies and/or others.

2. 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 submit a customer service program or cause it's Sub-tenants to submit a customer service program within thirty (30) days of Effective Date of the Agreement, for MDAD review and approval.
3. 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 support space 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 and at all times maintain 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 with all firefighting and other health and safety equipment and systems, and any related licenses, certificates and inspections.
4. Direct, coordinate and monitor procedures and practices for deliveries of materials and equipment, to and from the locations, as well as the collection and disposal of all waste and refuse related to the locations.
5. Manage the spaces in a way that maximizes the highest and best use and financial return to the Department.
6. 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 of clauses, insurance, pricing, capital expenditures, quality of merchandise, hours of operation, detailed reporting of sales, payment of rent, and signage.
7. Remove signage and install temporary barricades in the event a sub-tenants location is vacated or closes for any reason.
8. Maintain, or cause to maintain, the facilities in a first class manner pursuant to Department standards, which may be promulgated from time to time.

C. Leasing: (If Applicable)

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 potential sub-tenants to include, but not limited to, the following:
   - Negotiate the financial terms 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 entire deal, outlining all business terms for MDAD approval. The outline, unless otherwise instructed, will include, (i)

financial and term sheets that will include the economics of the deal, (ii) financial return to MDAD, (iii) projected investment summaries, (iv) amortization schedules, and (v) other pertinent aspects of the deal including local and/or DBE participation.

- If applicable, enter into sub-leases for operations. The Concessionaire will coordinate its leasing process with the Department, obtaining approval of 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. Construction Management:

1. Tenant Coordination: 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 prior written approval of the County, of the design of any sub-tenants to the extend contemplated in such sub-tenants sub-contracts, 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, and assistance; 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 upon receipt the Concessionaire shall acknowledge receipt of said 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 Concessionaires 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. 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 luggage cart program under this Agreement. The General Manager (or his/her authorized representative) shall be immediately available, 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.

   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) use reasonable efforts to remedy problems and issues raised by Airport patrons with respect to the operation of the locations, (ii) 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 (iii) promptly furnish the Department with copies of all written notices received by Concessionaire from any governmental authority with respect to the locations.

B. Administrative Functions:

1. The Concessionaire shall 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 location; shall develop annual revenue projections by month and by location 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

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 location.

4. Maintain computerized records on a management software program acceptable to MDAD. Programs and all data collected should be available to the Department on-line (digital and electronic).
5. Respond to customer/passenger complaints on behalf of MDAD.
6. Implement any new policies and procedures as directed by MDAD.
7. Ensure payment to MDAD to include all required reports. The Concessionaire is prohibited from waiving any right to receive rents, fees, charges, or other revenues that may be paid 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.
8. Coordinate and maintain general oversight of deliveries of materials and equipment from designated on or off-airport storage areas for the locations and support space.
9. Develop, maintain and make available if requested, files to include copies of licenses, permits, insurance certificates, letters of credit, annual DBE certification and correspondence.
10. Develop, manage, and monitor a program to identify and include Local/Small/DBE businesses in the concession programs.

C. Training: (If applicable)

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. In addition, the Concessionaire shall annually hereafter establish a training program for its employees shall submit a summary report of the training areas covered and the number of participants in the following areas:

1. Customer service
   a. Greeting/approaching customers
   b. Answering questions
   c. Complaints resolution
   d. Establishing priorities
   e. Handling emergencies
2. 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 and customers' needs shall be taken into account in determining these staffing levels. The level of staffing shall encompass employees, as well as managers and support staff, as appropriate to the operation.

All employees must wear proper airport identification when performing services in the 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.

EXHIBIT M
Executed Affidavits

Appendix E1
Single Form Execution Affidavits

- Public Entity Crimes Affidavit
- Debarment Disclosure Affidavit
- Criminal Record Affidavit
- Disclosure of Ownership Affidavit
- Affirmative Action Plan/Procurement Policy Affidavit

APPENDIX E-1

MIAMI-DADE COUNTY
MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION AFFIDAVITS

APPENDIX E-1
MIAMI-DADE COUNTY
MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION AFFIDAVITS

PROJECT TITLE RFP For Foreign Currency Exchange & Business Center at MIA

PROJECT NUMBER MDAD-10-06

COUNTY OF Miami-Dade

STATE OF Florida

Before me the undersigned authority appeared Kurush Sarkari (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

Lenlyn Ltd. Dba ICE Currency Services USA
(Name of Entity)

6151 W. Century Blvd. Suite 1108, Los Angeles CA 90045
(Address of Entity)

9/5-3/9/1/9/4/0/0
Federal Employment Identification Number

hereinafter referred to as the Entity being its

Authorized Officer
(Sole Proprietor)(Partner)(President or Other Authorized Officer)

and as such has full authority to make these 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 bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, 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 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. The statement which is 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)

✓ 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. **[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 vendor list. **[Please attach a copy of the final order.]**

_____The person or affiliate was placed on the convicted vendor 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 vendor list. **[Please attach a copy of the final order.]**

_____The person or affiliate has been placed on the convicted vendor 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 MIAMI-DADE COUNTY CODE

Section 10-38 of the Code relates to the debarment of any individual or other legal entity from County work. The Debarment Disclosure Affidavit requires the Entity to affirm, under oath, that neither the Entity, its officers, principals, directors, shareholders owning or controlling more than ten percent (10%) or more of the stock, partners, affiliates, as defined in the Code, nor its

subcontractors/subconsultants, 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 affirms under oath that neither the Entity, its officers, principals, directors, shareholders owning or controlling more than ten percent (10%) or more of the stock, or affiliates, nor its Subcontractor/Subconsultant have been debarred by the County.

CRIMINAL RECORD AFFIDAVIT
PURSUANT TO SECTION 2-8.6 OF THE
MIAMI-DADE COUNTY 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:

✓ 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 OF THE MIAMI-DADE COUNTY CODE

I hereby declare that the information given herein and in the documents attached hereto are true and correct.

PART I

1. The full legal name and business address* of the person or Entity transacting business with the County is:

   Lenlyn Ltd. Dba ICE Currency Services USA
   6151 W. Century Blvd. Suite 1108
   Los Angeles CA 90045

2. If the transaction is with a Corporation**, provide the full legal name and business address* and title for each officer. This disclosure requirement does not apply to publicly traded corporations, however please indicate here whether the Entity is a publicly traded corporation.

   Kurush Sarkari, Global Operations Director
   Lenlyn Ltd. Dba ICE Currency Services USA, 6151 W. Century Blvd. Suite 1108
   Los Angeles CA 90045

   Ramon Ortega, Company Secretary
   Lenlyn Ltd. Dba ICE Currency Services USA, 6151 W. Century Blvd. Suite 1108
   Los Angeles CA 90045

3. If the transaction is with a Corporation**, provide the full legal name and business address* for each director. This disclosure requirement does not apply to publicly traded corporations.

Name	Business Address
F G Tejani	Albany Court Yard, 48-48 Piccadilly London W1J OLR UK
N G Tejani	Albany Court Yard, 48-48 Piccadilly London W1J OLR UK
Z G Tejani	Albany Court Yard, 48-48 Piccadilly London W1J OLR UK
H G Tejani	Albany Court Yard, 48-48 Piccadilly London W1J OLR UK
T E Johnson	Albany Court Yard, 48-48 Piccadilly London W1J OLR UK
K P Sarkari	6151 W.Century Blvd. Suite 1108 Los Angeles CA 90045 USA

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART I (cont'd)

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. This disclosure requirement does not apply to publicly traded corporations.

Name	Business Address	% of Ownership
G D Tejani	Albany Court Yard, 48-48 Piccadilly London W1J OLR UK	20%
N G Tejani	Albany Court Yard, 48-48 Piccadilly London W1J OLR UK	20%
F G Tejani	Albany Court Yard, 48-48 Piccadilly London W1J OLR UK	20%
H G Tejani	Albany Court Yard, 48-48 Piccadilly London W1J OLR UK	20%
Z G Tejani	Albany Court Yard, 48-48 Piccadilly London W1J OLR UK	20%

5. If the transaction is with a Partnership or joint venture, provide the full legal name and address for each partner or joint venture member.

N/A

6. If the transaction is with a trust, provide the full legal name and address for each trustee and each beneficiary of the trust.

N/A

7. The full legal name and business addresses* of any other individuals (other than stockholders owning less than five percent (5%) of the stock, subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the transaction with the County are:

N/A

DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART I (cont'd)

1. Does your firm have a collective bargaining agreement with its employees?

☐ Yes ✓ No

2. Does your firm provide paid health care benefits for its employees?

✓ 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:

White:	2	Males	10	Females
Asian:	15	Males	31	Females
Black:	2	Males	16	Females
Native American:	0	Males	0	Females
Hispanics:	13	Males	26	Females
Alaskan Natives:	_____	Males	_____	Females
Hawiian/Pacific Islander Native:	_____	Males	4	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)			
from 1995 to present	$ 1,7000,000	$ 1,7000,000	0 %

Name of Dept. & Summary of Services Performed: Miami Dade Aviation Department — Foreign Currency Exchange Services

Litigation Arising out of Contract: No litigation

(2)			
_____	$_____	$_____	____%

Name of Dept. & Summary of Services Performed: _____

Litigation Arising out of Contract: _____

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART II (Cont'd)

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(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? 23 years

B. Has the Entity or the principals of the Entity ever done business under another name or with another firm? N/A
If yes, attach separate sheet(s) listing same information as in parts I, II and III of this affidavit.

AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY AFFIDAVIT PURSUANT TO SECTION 2-8.1.5 OF THE MIAMI-DADE COUNTY CODE

I, being duly first sworn, hereby state that the Respondent for this contract:

✓ has a current Affirmative Action Plan and Procurement Policy, as required by Section 2-8.1.5 of the Code , processed and approved for filing with the Miami-Dade County Department of Business Development (DBD) under the file No. 5813 and the expiration date of February 29, 2008.

Approval letter attached overleaf

☐ had annual gross revenues in excess of $5,000,000 for the previous year and does not have a current Affirmative Action Plan and Procurement Policy as required by Section 2-8.1.5 of the Code, processed and approved for filing with the County DBD. I will contact DBD at 305-375-3111 regarding this condition of award requirement.

☐ had annual gross revenues less than $5,000,000.00 for the previous year; therefore Section 2-8.1.5 of the Code is not applicable.

☐ has a Board of Directors which is representative of the population make-up of the nation and are exempt from the requirements of Section 2-8.1.5 of the Code. I will contact DBD at 305-375-3111 in order to submit the required exemption request.

MIAMI-DADE COUNTY

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

miamidade.gov

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
Government Information Center
Historic Preservation
Homeless Trust
Housing Agency
Housing Finance Authority
Human Services
Independent Review Panel
International Trade Consortium
Juvenile Services
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

February 26, 2007

Ramon Ortega
LENLYN LIMITED D/B/A/ ICE CURRENCY SERVICES USA
6151 W Century Blvd, Suite 1108
Los Angeles, CA 90045-0000

RE: Affirmative Action Plan (No. 5813)

Dear Mr. Ortega:

Your Affirmative Action Plan for 2007 - 2008 has been approved. Your AAP approval is effective until February 29, 2008. Enclosed is your Affirmative Action Declaration of Policy Certificate for display in a conspicuous location within your facility.

Miami-Dade County Ordinance 98-30 requires the submission of a current Affirmative Action Plan on an annual basis. Your renewal application should be submitted to the Department of Business Development thirty (30) days prior to your Plan's expiration date. The processing time for the review and approval of an AAP file is approximately ten (10) business days provided that all of the necessary information has been received.

In the event of a change in the firm's name, address, telephone number or dissolution of the firm, please notify this Department so we can update our records.

If you have any questions, please contact Orlando Rivero, Administrative Officer III, in the Affirmative Action Unit at (305) 375- 5411.

Sincerely,

Marsha E. Jackman
Director, DBD

DECLARATION OF POLICY

Affirmative Action Plan No: 56713

Expiration Date: 02/29/2008

LENLYN LIMITED D/B/A/ ICE CURRENCY SERVICES USA
6151 W Century Blvd, Suite 1108
Los Angeles, CA 90045-0000

Phone: 310-417-3432
Fax: 310-560-7890

In accordance with the requirements of Miami-Dade County Ordinance 82-37 and/or Ordinance 98-30 and Resolution No. 1049-93, LENLYN LIMITED D/B/A/ ICE CURRENCY SERVICES USA affirms its commitment to equal employment opportunity and has submitted an Affirmative Action Plan for the purpose of maintaining that promise with particular emphasis on the minority workforce population and the utilization of minority professional firms, consultants and/or suppliers.

MIAMI-DADE COUNTY
Delivering Excellence Every Day

Ramon Ortega
Affirmative Action Officer

Date

Marsha E. Jackman

Marsha E. Jackman, Director
Department of Business Development

02/26/2007
Date

This single execution shall have the same force and effect as if each of the above affidavits had been individually executed.

(Signature of Authorized Representative)

Title Global Operations Director

Date 18th June 2007

STATE OF: California

COUNTY OF: Los Angeles

The above affidavits were acknowledged before me this 18th day of June, 2007,

by Kurush Sarkari
(Authorized Representative),

of Lenlyn Ltd. dba ICE Currency Services USA
(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)

HUGO GOMEZ
(Print Name)

Notary Stamp or Seal:

Notary Commission Number: 1602558

My Commission Expires: SEP, 11, 2009

HUGO GOMEZ
Commission # 1602558
Notary Public - California
Los Angeles County
My Comm. Expires Sep 11, 2009

Appendix E2
Condition of Award Requirements

- Single Execution Condition of Award Affidavits:
  - Disability Nondiscrimination
  - Family Leave
  - Domestic Leave
  - Currently Due Fees and Taxes
  - Drug Free Workplace
  - Current in County Obligations
  - Code of Business Ethics
- Subcontracting Policies Statement
- Subcontractor/Supplier Listing
- Proof of Authorization to do Business

APPENDIX E-2

MIAMI-DADE COUNTY
MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION CONDITION OF AWARD REQUIREMENTS

APPENDIX E-2

MIAMI-DADE COUNTY
MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION
CONDITION OF AWARD REQUIREMENTS

The following pages are provided for the Respondent's convenience and are a prerequisite to a contract award:

- Single Execution Condition of Award Affidavits:

  Disability Nondiscrimination
  Family Leave
  Domestic Leave
  Currently Due Fees and Taxes
  Drug Free Work Place
  Current In County Obligations
  Code of Business Ethics

- Subcontractor/Supplier Listing

- Subcontracting Policies Statement
  (Also required, but no format (insert page is provided))

- Proof of Authorization to do Business
  (Attach a copy of the Certificate of Status or Authorization per 607.0128 F.S., and certificate evidencing compliance with the Florida Fictitious Name Statute 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 AFFIDAVITS

This sworn statement is submitted for:

PROJECT TITLE RFP For Foreign Currency Exchange & Business Center at MIA

PROJECT NUMBER MDAD-10-06

COUNTY OF Miami-Dade

STATE OF Florida

Before me the undersigned authority appeared Kurush Sarkari, 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

Lenlyn Ltd. Dba ICE Currency Services USA
(Name of Entity)

6151 W. Century Blvd. Suite 1108, Los Angeles CA 90045
(Address of Entity)

9/5-3/9/1/9/4/0/0
Federal Employment Identification Number

hereinafter referred to as the Entity being its

Authorized Officer
(Sole Proprietor)(Partner)(President or Other Authorized Officer)

and as such has full authority to make these affidavits and say as follows.

DISABILITY NONDISCRIMINATION
PURSUANT TO COUNTY RESOLUTION NOS. R-182-00 AND R-385-95,

Pursuant to County Resolution No. R-182-00, amending Resolution No. R-385-95, the Entity shall, as a condition of award, 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 affirms under oath that the Entity 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.

FAMILY LEAVE
PURSUANT TO COUNTY RESOLUTION NO. R-183-00

Pursuant to County Resolution No. R-183-00, the Entity shall, as a condition of award, provide written certification that the firm provides family leave to their employees as required by the County's family leave policy. Failure to comply with the requirements of this Resolution may result in debarment.

__✓__ The Entity affirms under oath that the Entity is in compliance with the County's family leave requirements.

DOMESTIC LEAVE
PURSUANT TO COUNTY RESOLUTION NO. R-185-00

Pursuant to County Resolution No. R-185-00, the Entity shall, as a condition of award, provide written certification that the firm is in compliance with the County's domestic leave policy. Failure to comply with the requirements of this Resolution 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.

__✓__ The Entity affirms under oath that the Entity is in compliance with the County's domestic leave policy.

CURRENTLY DUE FEES OR TAXES, PURSUANT TO SECTION 2-8.1 (c) OF THE MIAMI-DADE COUNTY 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.

✓ The Entity affirms under oath that the Entity does not have any County delinquent and currently due fees or taxes, including but not limited to real and property taxes, utility taxes and occupational licenses, or County issued parking tickets for vehicles registered in the name of the Entity.

DRUG FREE WORKPLACE PURSUANT TO SECTION 2-8.1.2 (b) OF THE MIAMI-DADE COUNTY CODE

Pursuant to Section 2-8.1.2(b) 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.

✓ The Entity affirms under oath that it will comply with the County's drug free workplace requirements.

CURRENT IN COUNTY OBLIGATIONS AFFIDAVIT PURSUANT TO SECTION 2-8.1(h) OF THE MIAMI-DADE COUNTY CODE

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.

✓ The Entity affirms under oath that the Entity is current in its obligations to the County.

CODE OF BUSINESS ETHICS AFFIDAVIT
PURSUANT TO SECTION 2-8.1(i)
OF THE MIAMI-DADE COUNTY CODE

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. An entity failing to submit the required affidavit shall be ineligible for contract award.

✓ The Entity affirms under oath that the Entity has adopted an Ethics Code that complies with the requirements of Section 2-8.1(i) of the Code.

This single execution shall have the same force and effect as if each of the above affidavits had been individually executed.

(Signature of Authorized Representative)

Title Global Operations Director

Date 18th June 2007

STATE OF: California

COUNTY OF: Los Angeles

The above affidavits were acknowledged before me this 18th day of June, 2007,

by Kurush Sarkari,
(Authorized Representative)

of Lenlyn Ltd. Dba ICE Currency Services USA
(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:

HUGO GOMEZ

(Print Name)

Notary Commission Number: SEP. 11, 2009 # 1602558

My Commission Expires: SEP. 11, 2009

HUGO GOMEZ
Commission # 1602558
Notary Public - California
Los Angeles County
My Comm. Expires Sep 11, 2009

SUBCONTRACTOR/SUPPLIER LISTING
PURSUANT TO SECTION 10-34 OF THE CODE

Firm Name of Prime Entity/Respondent: Lenlyn Ltd. Dba ICE Currency Services USA Project No. MDAD-10-06

Project Name: RFP For Foreign Currency Exchange & Business Center at MIA

Business Name and Address of First tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	Subcontractor/ Subconsultant Dollar Amount	(Principal Owner) Gender	Race
Universal Cambios dba Universal Exchange	Lilians Roif	Foreign Currency Exchange	$750,000	F	Hispanic
Business Name and Address of Direct Supplier	**Principal Owner**	**Supplies/Materials/Services to be Provided by Supplier**	**Supplier Dollar Amount**	**(Principal Owner) Gender**	**Race**
"NONE"					

I certify that the certifications contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate

Prime Entity/Respondent Signature Kurush Sarkari Print Name Global Operations Director Print Title 20th June 2007 Date

(Duplicate if additional space is needed)

ice
International
Currency Exchange

ICE SUBCONTRACTING POLICY

(PURSUANT TO SECTION 2-8.8(4) OF THE CODE)

Persuant to Section 2-8.8(4) of the Code, wherein subcontrators/subconsultants may be used, Lenlyn Ltd dba ICE Currency Services USA shall afford the following policy on all County contracts prior to award:

1. Notify the broadest number of local subcontractors/subconsultants of the opportunity to be awarded a subcontract;

2. Invite local subcontractors/subconsultants to submit bids in a practical, expedient manner;

3. Provide local subcontractors/subconsultants access to information necessary to prepare and formulate a subcontracting bid;

4. Allow local subcontractors/subconsultants to meet with the ICE Executive Management Team to discuss our requirements; and

5. Award subcontracts based on full and complete consideration of all submitted proposals and in accordance with ICE's stated objectives.

ICE firmly endorses and supports our Subcontracting Policy and has established a Subcontracting Procedure to ensure our continued commitment.

Koko Sarkari
Global Operations Director

ice
International
Currency Exchange

SUBCONTRACTING PROCEDURE

The following procedures shall be utilized for all subcontracting/subconsulting requirements of the Company:

1. Advertise subcontracting/subconsulting through a range of media to include local newspapers, websites and noticeboards. Efforts will be made to include media channels that target localities with large minority influence.

2. Procure local listings of contractors/consultants and motivate them to propose via a user friendly method which is not onerous upon small businesses.

3. Provide easy access to information on subcontracting opportunities via ICE's website and other easily accessible means such as email or via surface mail.

4. Contact details of the Project Manager and other relevant ICE personnel will be detailed in all written communication and posted on the website so that subcontractors/subconsultants can make contact easily to discuss requirements of any opportunities.

5. Detail a point system for evaluation of important critera to allow fair and full consideration of all bids submitted.

Koko Sarkari
Global Operations Director

State of Florida

Department of State

I certify from the records of this office that LENLYN LIMITED, INC. is an out of the country corporation, authorized to transact business in the State of Florida, qualified on August 15, 1990.

The document number of this corporation is P30557.

I further certify that said corporation has paid all fees due this office through December 31, 2007, that its most recent annual report was filed on January 24, 2007, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Twenty Fifth day of May, 2007

Secretary of State

Authentication ID: 000103300740-052507-P30557

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.
www.sunbiz.org/auth.html

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State of Florida

Department of State

I certify that the attached is a true and correct copy of the Application For Registration of Fictitious Name of ICE CURRENCY SERVICES USA, registered with the Department of State on January 30, 1997, as shown by the records of this office.

The Registration Number of this Fictitious Name is G97279900006

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Thirtieth day of January, 1997

Sandra B. Mortham

Sandra B. Mortham
Secretary of State

CR2EO22 (2-95)

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