Memorandum

MIAMI-DADE COUNTY

Date: June 30, 2009

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

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

From: George M. Burgess
County Manager

Subject: American Airlines Ground and Development Lease, Early Baggage Storage (EBS) Facility at North Terminal - Miami International Airport

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Recommendation

It is recommended that the Board approve the attached ground and development lease agreement between Miami-Dade County and American Airlines, Inc., ("American") for 48,749 square feet of land adjacent to the North Terminal at Miami International Airport (MIA) for a term of twenty years upon which land American will construct improvements and infrastructure known as the Early Baggage Storage (EBS) Facility at American's cost of $4.6 million to improve customer baggage handling services and capacity at the airline's MIA hub.

Scope

Miami International Airport is located primarily within Commission District Six; however, the impact of this agenda item is countywide as MIA is a regional asset.

Fiscal Impact/Funding Source

The lease will generate approximately $2 million in rental revenue to the Miami-Dade Aviation Department (MDAD) over the 20-year term of the agreement. The current rental rate will yield approximately $90,000 per year, and the rental rate will be adjusted annually over the term of the lease in accordance with fair market value appraisals. All design, development, construction, maintenance and operation costs of the EBS Facility and its equipment will be borne by American. At the end of the twenty-year term, the facility becomes Miami-Dade County property.

Track Record/Monitor

American Airlines has a long established commitment to Miami International Airport and Miami-Dade County. American Airlines employs over 8,350 people locally, and another 440 American Eagle employees. The monitor for the project will be Gregory C. Owens, MDAD Division Director for Real Estate Management and Development.

Delegated Authority

The attached Resolution authorizes the Mayor or designee to execute the ground and development lease agreement with American and to exercise the termination provisions thereof.

Background

In Resolution No. R-735-05, the County approved the Fourth Amendment to the "Lease, Construction, and Financing Agreement" (the "LCF") between the County and American for the construction of the North Terminal Development Project. The Fourth Amendment amended Article 18.1 of the LCF to provide that the County would not be responsible for construction of the Early Baggage Storage Facility (although the County retained its obligation to construct the North Terminal Baggage Handling System (BHS) as provided in Article 7.1.4). The Fourth Amendment thus confirmed that American would complete both the construction of the EBS facility and the installation therein of the necessary equipment needed to support the EBS Facility and to connect the North Terminal BHS to the EBS Facility, all at American's expense.

An Early Bag Storage System is important for an airline such as American at MIA because of the large number of airline passengers who return early to MIA from foreign destinations, typically from cruise ship trips that return to Miami in the morning. The passengers need to have their bags checked in when they return to Miami hours in advance of their flights later in the day. These bags need to be safely stored somewhere on the airport, and in a manner that allows the bags to be efficiently delivered to the proper aircraft when the aircraft is actually being loaded for its departure.

American will use the leased premises for the purpose of improving customer service through enhanced baggage storage and handling in an EBS Facility, whose bag handling system will tie into the sophisticated North Terminal Development baggage handling system currently under construction. All design and construction work will be done by American in accordance with MDAD's Tenant Airport Construction procedures and the Aviation Department's Design Guidelines. The EBS project has been long considered an integral part of the North Terminal Baggage Handling System. The Aviation Department wishes to finalize the EBS Facility lease which will permit American to efficiently serve its passengers upon completion of this important enhancement project in the North Terminal Development Program.

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: June 30, 2009

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

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

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 Mayor's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(A)(1)(K)
6-30-09

RESOLUTION NO. _____

RESOLUTION RELATING TO MIAMI INTERNATIONAL AIRPORT; APPROVING GROUND AND DEVELOPMENT LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND AMERICAN AIRLINES, INC., FOR CONSTRUCTION OF AN EARLY BAGGAGE STORAGE FACILITY AT THE AIRPORT; AUTHORIZING MAYOR OR DESIGNEE TO EXECUTE THE GROUND AND DEVELOPMENT LEASE AGREEMENT AND TO EXERCISE THE TERMINATION PROVISIONS THEREOF

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 this Board hereby approves the attached Ground and Development Lease Agreement between Miami-Dade County and American Airlines, Inc.("American"), for the construction by American of an Early Baggage Storage Facility at Miami International Airport for use by American in connection with its airline operations to be conducted within the North Terminal Development Program facility that is currently under construction; authorizes the Mayor or designee to execute such lease agreement for and on behalf of the County and to exercise the termination provisions thereof.

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:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 30th day of June, 2009. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

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

Thomas P. Abbott

DEVELOPMENT AND GROUND LEASE AGREEMENT
BETWEEN MIAMI-DADE COUNTY, FLORIDA, AS LESSOR,
AND AMERICAN AIRLINES, INC., AS LESSEE
MIAMI INTERNATIONAL AIRPORT

THIS **DEVELOPMENT AND GROUND LEASE AGREEMENT** ("Agreement") is made and entered into as of the _____ day of _____, 2009, by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida ("Lessor" or sometimes "County"), and **AMERICAN AIRLINES, INC.,** a Corporation authorized to do business in the State of Florida ("Lessee")

W I T N E S S E T H

WHEREAS, the County is the owner of Miami International Airport (known as MIA) and operates it through the County's Aviation Department (the "Department" or sometimes "MDAD"); and

WHEREAS, MDAD is currently constructing the North Terminal Development Project ("NTD") at MIA which, upon completion, will be used by American Airlines ("American" or "Lessee"), an airline currently operating at MIA and other airlines; and

WHEREAS, by Resolution No. R-735-05, the County approved the Fourth Amendment to the "Lease, Construction, and Financing Agreement" (the "LCF") between the County and American for the construction of the North Terminal Development Project and provided in Article 8.1 of such Fourth Amendment that the County would not be responsible for construction of the Early Baggage Storage Facility (EBS) (although the County retained its obligation to construct the Enhanced Bag System as provided in Article 7.1.4), which confirmed that American itself would complete both the construction of the EBS and installation of the equipment therein at American's sole cost; and

WHEREAS, American has requested MDAD to lease to American a portion of MIA's apron pavement located in the immediate vicinity of the NTD Project for the purpose of American to construct thereon the EBS at its expense, with American having the right to connect its EBS to the existing and planned bag handling system for the entire NTD facility to the extent such connection is feasible and does not adversely affect the efficiency and operational characteristics of MDAD's existing and planned bag handling system; and

WHEREAS, Lessee desires to lease a parcel of land consisting of 48,749 square feet upon which Lessee intends to construct the EBS, so as to enhance, complement and provide added value and service to its passengers using MIA, and the Lessor is willing to lease such parcel to Lessee conditioned upon Lessee's construction of the EBS in a manner that does not affect, interfere with or increase the costs for construction, testing, or interconnection associated with the completion and subsequent operation and of the NTD and the NTD's bag handling system, including the maintenance of the same, with rentals to be paid on the facility itself at the Zone 1a land rental rate for a period of twenty years ; and

WHEREAS, Lessee acknowledges that all such construction and development activity must occur in strict compliance with requirements of all regulatory agencies of federal, State and County governments, and that this Agreement is expressly subject to such regulatory reviews, approvals and acceptances in accordance with the provisions of this Agreement, including but not limited to the requirements of MDAD's Tenant Airport Construction, Non-Reimbursable program;

NOW, THEREFORE, for and in consideration of the foregoing premises, and of the mutual covenants and agreements contained herein, the parties agree as follows:

ARTICLE 1
Term and Premises

1.01 Term:

(A) The Lessor hereby leases to the Lessee, and the Lessee leases from the Lessor, the Premises as set forth in Article 1.03 ("Premises"), consisting of 48,749 square feet, for the purposes and uses set forth in Article 2 (Use of Premises) and Article 4 (Improvements to the Premises), with the right and obligation of Lessee at its sole cost to construct or cause to be constructed and thereafter occupy and make use of those improvements, structures, facilities, and EBS installed therein, all as described in Article 4 (hereinafter the "Improvements") as well as all components and utility connections required for the Lessee's EBS, for a lease term of twenty-years from the date of beneficial occupancy (Commencement Date).

(B) Lessee acknowledges the importance of constructing the EBS and installing the EBS components therein in a timely manner so as not to interfere with the planned construction schedule of the NTD Project. If Lessee fails to complete the construction of the facility and the installation of the EBS in accordance with the Development Schedule set forth in Exhibit B attached hereto, Lessor shall have the right, but not the obligation, to exercise either of the following two remedies: (i) MDAD may assume control of such construction and installation and recover from Lessee all costs associated therewith, including all maintenance and repair costs of the EBS thereafter unless MDAD requires Lessee to assume such obligations, or (ii) MDAD may terminate this Agreement on sixty (60) days' notice and require American at its cost to remove all portions of the facility from the Premises as well as the EBS, regardless of the state of completion of such construction of the facility and installation of the EBS.

1.02 Construction Completion: The Lessee shall complete construction on the premises within two (2) years of execution of this Agreement. At the end of the two-year period, such facilities shall be completed and have a Certificate of Occupancy or a Temporary Certificate of Occupancy issued for such facilities.

1.03 Premises: The Premises leased herein consist of the 48,749 square foot site located at Miami International Airport and are more particularly described below and as shown on Exhibit A of this Agreement.

The parties acknowledge that the facilities shall be designated as Early Baggage Storage Facility upon its completion and that ground rent for such Zone 1a land shall be the Department's determination of fair market rental value thereof on an annual basis, shall be payable by Lessee for the term of this Agreement.

1.04 Suitability of Premises: The Lessee acknowledges that (a) the Lessor has made no representations as to the Premises or the suitability of the Premises for the purposes of the Lessee, (b) the Premises are suitable for the Lessee's proposed use, (c) the Lessor has no obligation to perform or cause to be performed any maintenance, repairs, renovations, cleanups, painting, or the like of the existing facilities on the leased Premises which are leased in an as is condition, except to the extent of Lessor's responsibilities for environmental conditions under Article 8, (d) Lessee has made whatever

site inspections it deems necessary so as to be apprised of the conditions of the premises, both above ground and below ground, and has made its own determination that the Premises are suitable for its intended use (e) Lessee has reviewed all documents applicable to the Premises and the adjacent areas, and (f) Lessee has otherwise satisfied itself that the conditions of the Premises, and utilities in their current state are satisfactory to the Lessee. The Lessee's obligation under this Agreement, such as in Article 6.03 (Permits and Licenses), to obtain all building, construction, and operating permits and approvals required of the Lessee at the Lessee's sole cost and expense, shall not require the Lessor to take any action or perform any tasks within the Premises to enable the Lessee to obtain such permits and approvals, including, but not limited to, certificates of occupancy, which shall remain the Lessee's exclusive obligation to take or perform in order to obtain such permits and approvals. The Lessee further acknowledges that, by executing this Lease, the Lessee at its own cost, risk, and expense must make the necessary investments and all Improvements to the Premises, including all infrastructure improvements and utilities services necessary for Lessee's construction and use of the Premises, to make the Premises suitable for the Lessee's use and to satisfy the County's building, life/safety, fire and occupancy requirements, and that the Lessor shall have no obligation to Lessee to compensate or reimburse Lessee for such cost, risk, expense, investment, and improvements.

1.05 Title Transfer to Improvements at Termination: Lessee retains title to such Improvements in Lessee's name, and will transfer said title into the Lessor's name at the time of termination of this agreement. The EBS Improvements shall comply with the design and construction standards set forth by the Aviation Department from time to time to assure that the Improvement will remain in satisfactory condition during the term of this Lease and will have a reasonable useful life following termination of this Agreement.

1.06 Failure to Construct. Lessor has granted this Agreement for an initial term of twenty (20) years on the basis of Lessee's assurance that Lessee will design and construct a facility on the Premises and install the EBS equipment therein. If Lessee fails to obtain a permit to begin construction of the facility within eighteen (18) months from the Execution Date or complete the construction of the facility and the installation therein of the EBS within two (2) years from the Execution Date, the Lessor may exercise the rights set forth in Article 1.01(b). If Lessee constructs the improvements and facility on the Premises but fails either to obtain a CO or TCO for improvements and the facility within two (2) years of the date of Execution, Lessor shall be entitled to exercise its rights under Article 1.01(b).

ARTICLE 2
Use of Premises

2.01 General Privileges, Uses and Rights: Lessee, its agents and employees, patrons and invitees, suppliers of service and furnishers of material shall have a general right of ingress to and egress from the leased Premises over and across roadways, taxiways, taxi lanes, aprons, and ramps serving the Airport for the Lessee. Said right shall be subject to such laws, rules, regulations, orders, fees and charges as now or may hereafter have application at Miami International Airport.

Nothing herein contained shall be construed to grant to the Lessee the right to use any other space or area improved or unimproved which is leased to a third party, or which the County has not specifically leased to the Lessee.

2.02 Use of Premises: The Lessee shall use the Premises leased herein, for the purpose of improving customer service and enhanced baggage handling by constructing an early baggage storage building, which ties into the planned North Terminal Development baggage handling system currently under construction, in accordance with MDAD's Tenant Airport Construction procedures and Minimum Standards as may be established and amended from time to time.

ARTICLE 3
Rentals and Payments

3.01 Rentals:

(A) Rent. Lessee shall pay on a monthly basis, beginning on the Date of Beneficial Occupancy of the EBS constructed on the Premises by Lessee, ground rent (separately stated as to land and pavement) at fair market value (FMV) rental rates established through appraisal and approved by the Board of County Commissioners. The County reserves the right to modify such rates throughout the term of this Agreement in accordance with its then-current rental rate adjustment policies, and Lessee shall pay the FMV rental rates as so adjusted under Article 3.02. Because Lessee is constructing the facility and installing the EBS equipment therein at Lessee's sole cost, no rent shall be due from Lessee for such facility itself and the equipment installed therein.

Exhibit	Description	Sq. Ft.	Rate*	Annual*	Monthly
A	MIA Zone 1a Land	48,749	$1.85*	$90,185.65*	$7,515.47*

* As of the Date of Beneficial Occupancy, subject to adjustments as provided herein.

(B) Date of Beneficial Occupancy: The Date of Beneficial Occupancy ("DBO") is defined to be the earliest of (i) the date on which Substantial Completion of the Work associated with any Improvement on the Premises has occurred and the appropriate code enforcement agency has issued a Certificate of Occupancy or a Temporary Certificate of Occupancy that enables the Lessee to occupy or utilize the Improvement in any manner for its intended use, (ii) the date on which the Lessee commences the use of any Improvement for its intended use (with or without a TCO or CO), or (iii) the date on which Substantial Completion of the Improvement would have occurred and on which the appropriate code enforcement agency would have issued a Certificate of Occupancy or Temporary Certificate of Occupancy but for the occurrence of Lessee's delays, all as determined in the sole reasonable discretion of the County.

(C) Sales Taxes and Other County Charges. Lessee shall pay to the Lessor, in addition to the foregoing rents, all applicable State sales taxes as well as all federal, state or local taxes arising out of Lessee's use of the Premises, and all other charges imposed by the County on the Lessee's use of the Premises.

3.02 Rental Rate Review:

(A) Annually as of October 1 of each year during the term of this Agreement, or such other date as may be established by the Board of County Commissioners, the ground rental rates applicable to the Premises as stated in Article 3.01(A) Rent above shall be subject to review and adjustment in accordance with the adjustment of rental rates for Miami International Airport.

(B) When such rental rate adjustments are established either by the Board of County Commissioners (BCC) or, as directed by the Aviation Director pursuant to Resolution R-186-01, new or revised rental rates applicable in whole or in part to the Premises are established, and this Agreement shall be deemed to have been administratively amended to incorporate the revised rental rates effective as of such effective date. Such revised rental rates shall be reflected herein by means of a letter sent by the Department to the Lessee to be attached hereto. Payments for any retroactive rental adjustments shall be due upon billing to the Lessee by the Department and payable by the Lessee within thirty calendar days of same. Notwithstanding anything to the contrary provided herein, the

adjustment of rental rates for the Premises shall be based on a non-discriminatory application of the rental rates as adjusted by the BCC. If rental rates are not adjusted within 90 days of October 1 of each year or such other date established by the County, then no adjustment shall be applicable for that year.

3.03 Double Rental: In the event that the Lessee remains in possession of the Premises beyond the expiration or termination of this Agreement, the Lessee shall be bound by all of the terms and conditions of this Agreement to the same extent as if this Agreement were in full force and effect during the time beyond the expiration date of this Agreement. However, during any such possession of the Premises, as a holdover tenant after the Lessor has demanded the return of the Premises, the Lessee shall be liable for double rentals for so long as the Lessee remains in possession after such demand, such rentals to be based upon the rental rates then applicable in whole or in part to the Premises.

3.04 Address for Payments: The Lessee shall pay, by mail, all rentals, fees and charges required by this Agreement to the following:

Miami-Dade Aviation Department
Finance Division
P. O. Box 025504
Miami, Florida 33102-5504

Payments may be made by hand-delivery to the Finance Division offices at 4200 NW 36 Street, 3rd Floor, during normal working hours.

3.05 Late Payment Charge: In the event the Lessee fails to make any payments, as required to be paid under the provisions of this Agreement, within ten days after same shall become due, interest at the rates established from time to time by the BCC (currently set at 1.5% per month), shall accrue against the delinquent payment(s) from the original due date until the Lessor actually receives payment. The right of the Lessor to require payment of such interest and the obligation of the Lessee to pay same shall be in addition to and not in lieu of the rights of the Lessor to enforce other provisions herein, including termination of this Agreement, and to pursue other remedies provided by law.

3.06 Dishonored Check or Draft: In the event that the Lessee delivers a check or draft to the Lessor in payment of any obligation arising under this Agreement that is subsequently dishonored, the Lessee shall incur and pay a service fee assessed in accordance with the Department's practice for dishonored checks plus penalties as may be imposed by law, such as Sections 832.08 and 125.0105, Florida Statutes, as such statutes may be amended or renumbered. Further, in such event, the Lessor may require that future payments required pursuant to this Agreement be made by cashier's check or other means acceptable to the Lessor.

3.07 Utilities: The Lessee shall pay for all utilities it utilizes. The Lessor shall have no obligation to provide utilities to the Premises or, as provided below in Article 5 of this Agreement, to maintain or repair any utilities that may exist on the Premises as of the date of this Agreement.

3.08 Other Fees and Charges: The Lessee acknowledges that the BCC has or may establish or direct the establishment, from time to time, of various fees and charges for the use of various facilities, equipment and services provided by the County and not leased to, or specifically provided to the Lessee hereunder, and procedures relating to the payment of same. The Lessee shall pay, upon billing, for its use of such facilities, equipment and services those fees and charges, which are billed monthly. For other fees and charges which are based on usage, the Lessee shall, in writing, report its

uses of applicable facilities, equipment and services and simultaneously pay the applicable fees and charges at such frequency and in such manner as may be prescribed by the Department.

ARTICLE 4
Improvements to Premises

4.01 Improvements to Premises:

(A) As authorized pursuant to Chapter 125.012(24), Florida Statutes, subject to the provisions of this Article, the Lessee, for its convenience, shall, design, construct and pay for such Improvements to the Premises as shall be approved by the Lessor (as hereinafter provided), as shall be necessary to make the Premises suitable for Lessee's use and occupancy for the purposes and uses described in Article 2 ("Use of Premises") hereof and as shown on Exhibit "A" herein, in accordance with all applicable regulatory requirements, including all building, fire and environmental codes, as well as the Americans with Disabilities Act.

(B) The Lessee hereby agrees in accordance with Article 1.02 to design and construct Improvements and infrastructure on the Premises suitable for the installation therein of Lessee's EBS, as well as assume exclusive responsibility for all maintenance and operation of the EBS during the term of this Agreement.

(C) Lessee shall design and install the early bag handling equipment in close coordination with MDAD and its consultants so that the EBS is fully compatible with Lessor's existing and planned bag handling system for the NTD. Lessee shall be responsible for all costs associated with the connection of the EBS with the Lessor's bag handling system, including any costs associated with a change in the design or installation of Lessor's NTD bag handling system if, in the reasonable determination of MDAD and its consultants, any such change is necessary in order for the NTD bag handling system to accommodate Lessee's EBS and if it is determined reasonably by MDAD or its consultants that Lessee's design of the EBS is not compatible with Lessor's NTD bag handling system, Lessee shall at its own costs re-design its EBS or, if installation has already occurred, take appropriate steps to change the EBS so as to avoid such incompatibility. Lessee agrees that it will during the term of this Agreement take all steps necessary to avoid any interference or incompatibility between its Improvements hereunder and Lessor's NTD Project and the efficient and operational capabilities of the NTD facilities.

(D) The Lessee shall be solely responsible for all costs arising out of the Improvements, including, but not limited to, the following:

(1) land use approvals development fees, concurrency fees, and permit fees for the design, construction, and subsequent use of the Improvements and infrastructure;

(2) design and construction of (a) the Improvements and infrastructure, including but not limited to utilities, roads, parking areas, and affected taxiways, and ramps, and (b) all portions and components of the EBS;

(3) financing, construction bonding and insurance, building permits, impact and concurrency fees, utility installations and/or hook-ups or other infrastructure, as may be required to make the Premises suitable for the use of the Improvements;

(4) construction audits (as may be required elsewhere herein);

(5) consultants, accountants, financing charges, legal fees, furnishings, equipment, and other personal property of the Lessee; and

(6) All other direct or indirect costs associated with the approvals, design, construction, and financing of the Improvements, and their subsequent use.

Lessee acknowledges that the Lessor shall have no maintenance responsibility for any of the Improvements,_utilities and infrastructure to be constructed by Lessee.

4.02 Design of Improvements:

(A) Prior to the commencement of any construction of an Improvement on the Premises, Lessor and Lessee shall hold a pre-design meeting to be coordinated through the Lessor's Facilities Project Manager with the participation from all parties deemed by Lessor to be necessary for such meeting, for discussions regarding utilities, grading drainage, airside, security, existing as-built drawings, compliance with the Master Plan, and the terms of the Agreement and any other related item(s). Lessee acknowledges its obligation to assure that all regulatory approval is obtained, even though MDAD must be involved in such process, and that such approval is communicated to Lessee in writing prior to the commencement of construction of each Improvement. The Lessee and its architect/engineer have the responsibility to insure that the project design shall be in accordance with all applicable laws, codes, regulations, and other requirements of County, State and/or Federal authorities having jurisdiction over the construction of the Improvements by law or by contract with the County, including all then current requirements of the County as they relate to Tenant Airport Construction, non-reimbursable projects (TAC-N projects). The Lessee shall be responsible for obtaining and confirming as-built drawings and information pertaining to the design of the facilities.

(B) Lessee acknowledges that before the County's Building Department may issue any permit for an Improvement on County-owned property, the Aviation Department must issue a "Letter of Concurrence" that constitutes the owner's authority for the Lessee to apply for and obtain the building permit. The Department shall not be required to issue the Letter of Concurrence until such time as Lessee has complied with all obligations in this Agreement as to the design and construction of the Improvement, including compliance with the Aviation Department's TAC-N procedures, submission of approved Contract Documents as that term is defined in (c)(i) below, and compliance with the regulatory provisions of the County's other departments having jurisdiction over the construction, such as, but not limited to, the Fire Department and the Department of Environmental Resources Management.

(C) As described in subsection (i) below, the Lessee shall submit to the Facilities Division of the Department the Contract Documents for each Improvement for the Department's review, modifications, and approval. In no event shall the Department's review hereunder be unreasonably withheld, conditioned or delayed. The Department's failure to submit modifications within fourteen (14) business days from the date the complete Contract Documents are submitted by the Lessee to the Department shall cause the Development time schedule required herein to be extended for a period equal to the time taken by Lessor after the 14th day to submit modifications. provided, however, that if the Department has requested changes on such Contract Documents, Lessee shall not go forward with the project until it has incorporated such changes in its Contract Documents and resubmitted them to the Department for confirmation that the changes in the Contract Documents have been made.

(i) Unless Lessor requires submission of Plans and Specifications at other percentages of their completion, the Lessee shall submit to the Department two

(2) sets of the Contract Documents consisting of: i.) 100% complete Plans and Specifications; ii) cost estimates for the Improvements, prepared by an architect/engineer registered in the State of Florida (the "Contract Documents"). The Department may from time to time request that other documents be submitted by Lessee as part of the Contract Documents for a particular Improvement, and Lessee shall comply with such request. Lessee acknowledges that failure to comply with Lessee's obligations to submit complete Contract Documents may delay the Department's review of the Contract Documents, which may cause the Lessee to miss other design or construction deadlines contained herein or desired by Lessee. The Department shall in no way be held responsible for delays resulting from the failure of the Lessee to meet all submittal requirements contained herein.

(ii) Upon submission of the 100% complete Contract Documents to the Department for design review; the Department shall also review the plans for compliance with the following:

(a) Conformance with the Airport Master Plan, Comprehensive Master Development Plan (CDMP), and Airport Layout Plan (ALP), and has the approval of all regulatory agencies.

(b) Compliance with environmental requirements, utilities master plan, and storm water master plan and permitting requirements.

(iii) The Department shall comment in writing on the Contract Documents within fourteen (14) calendar days of such submission. All comments by the Department shall be incorporated into the Contract Documents unless Lessee may request reconsideration of any of the Department's comments. Such request shall include documentation supporting the Lessee's position. The Department shall review the request for reconsideration and shall either approve or disapprove the request or alter its initial comments in light of the reconsideration. The determination of the Department at this time shall be final and binding upon the Lessee and accordingly shall be incorporated in the revised plan for final resubmittal. After the Department reviews the Plans and Specifications as submitted by the Lessee the Lessee may not make a material change in the Plans and Specification or their scope without the Department's further review, which shall not be unreasonably withheld or delayed. The Department's review for Lessee's design and compliance with all applicable codes and regulations does not constitute certification or warranty by the Department (a) as to the quality of the Contract Documents prepared by the Lessee's architect/engineer(s), (b) that the Contract Documents are free of design errors or omissions, or (c) that they are in compliance with applicable laws, codes, rules or regulations of the authorities having jurisdiction over the construction of the Improvements. Such review shall not be unreasonably withheld or delayed by the Department.

(D) If the Lessee fails to provide the complete Contract Documents for review to the Department or delays the start of the construction by more than 60 calendar days from the agreed upon Project Schedule, any reviews theretofore provided by the Department will become null and void and will require Lessee's re-submission of the documents for Lessor's review.

4.03 Submission of Certain Documents and Fees Prior to Commencement of Construction: At least ten (10) days prior to the commencing construction, Lessee shall comply with the following requirements:

(A) Lessee shall submit the following to the Department's Facilities Project Manager, who will be assigned to this Agreement:

(1) A copy of the building permit(s);

(2) All construction bonds including performance, payment, contract completion bonds or their substitute and Insurance Certificates required under Article 4.07 (Construction Bonds and Insurance Required), and Article 11. (Insurance).

(B) Lessee shall not be authorized to occupy the premises until the above-listed items have been submitted to the Department. If Lessee occupies the space prior to submission of the Documents in the required form and amounts, satisfactory to the Department, as required pursuant to this Article 4.03, the Department shall be authorized to halt Lessee's Certificate of Occupancy without any liability to the County until such time as Lessee satisfies this requirement. In such event, no extensions of time shall be granted by the Department to Lessee. During construction, the Department's Project Manager or a designee will be permitted by Lessee to observe all aspects of the progress of the work.

4.04 Construction of Improvements: Promptly following Lessor's approval of the Contract Documents in accordance with Article 4.02 (Design of Improvements), but not more than one hundred and twenty (120) days thereafter, the Lessee shall finalize and enter into a contract(s) for the construction of the Improvements, in accordance with the terms and conditions of the approved Improvements Documents. The Lessee shall cause the construction of the Improvements to be completed within the time period specified in the Contract Documents, excluding any delays not within Lessee's reasonable control, unless an extension of such period is approved, in writing, by the Department, but notwithstanding any periods of time set forth in the Contract Documents and except for any extension of time granted by the Department, no later than twenty-four (24) months following the Commencement Date for the Improvements. In no event shall any approval hereunder be unreasonably withheld, conditioned or delayed.

4.05 Failure to Complete on a Timely Basis: The Lessee shall complete construction of each Improvement, as evidenced by a Certificate of Occupancy, not later than the time periods set forth in the Contract Documents and in any event not later than the time periods set forth in Article 1(Term and Premises) and Article 4.04 (Construction of Improvements), unless an extension is granted, subject, however, to any delays caused by casualty, Act of God or other cause beyond the control of the Lessee.

In the event the Lessee fails to comply with the time requirements for the design and construction of the Improvements, as specified in Articles 1 (Term and Premises), 4.02 (Design of Improvements), 4.04 (Construction of Improvements) and this 4.05 (Failure to Complete on a Timely Basis), unless Lessee submits evidence that any delay is outside of Lessee's reasonable control or such time requirements are extended by the Department, in writing, based on a showing of good faith effort by the Lessee, the County shall have the right to terminate this Agreement on thirty (30) days' notice or else take whatever appropriate legal steps may be available to protect the County's interests.

4.06 Certain Construction Contract Terms: All contracts entered into by the Lessee for the construction of the Improvements shall require completion of the Improvements within a specified time period following the execution of said contract(s) and shall contain, unless otherwise authorized by the

Department, reasonable provisions for the payment of actual or liquidated damages in the event Lessee's contractor fails to complete the construction on time. The Lessee agrees that it will use it best efforts to take all necessary action available under such construction contract to enforce the timely completion of the work covered thereby. Further, as a standard construction practice, all such contracts shall contain provisions requiring the retention of 10% of contractor billings or such lesser percentage amount as may be approved by the Department.

4.07 Construction Bonds and Insurance Required: All contracts for the construction of any Improvements shall require that Lessee shall maintain, or cause to be maintained, the following construction bonding and insurance during the construction of the Improvements:

(A) Separate performance and payment bonds, satisfactory to the County, in the full amount of the Improvements, to assure completion of contract work and payment of the costs thereof, free and clear of all claims, liens and encumbrances of subcontractors, labourers, mechanics, suppliers and material men. The required bonds shall be written by or through, and shall be countersigned by, a licensed Florida agent of the surety insurer in accordance with Florida Statutes.

(B) Completed Value Builders Risk and/or Installation Floater, issued in the name of the Lessee's contractor, the Lessee, and the County as their interest may appear, in amount(s) not less than 100% of the insurable value of the structural Improvements, covering perils on an "All Risks" basis including windstorm. Policy(s) must clearly indicate that underground structures (if applicable) and materials being installed are covered.

(C) Commercial General Liability Insurance as specified in Article 9 (Indemnification) and Article 11 (Insurance) herein.

(D) Workers Compensation as required by Florida Statutes.

(E) Automobile Liability Insurance as specified in Article 11 (Insurance) herein.

(F) All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and rated no less than "A-" as to management and no less than Class "VII" as to strength, in accordance with the A.M. Best Company Insurance Guide, or its equivalent as approved by MDAD Risk Management.

(G) The Lessee shall furnish certificates to the Department all required insurance certificates to the Department for approval as may be required by MDAD Risk Management. These certificates shall clearly indicate that the Lessee or its contractors have obtained insurance of the types, amounts and classifications required by these provisions. No material change or cancellation of the insurance shall be effective without a 30-day prior written notice to and approval by the County Risk Management Division.

4.08 Construction Completion Documents: Within thirty (30) days following the completion of construction of any Improvement for which a Certificate or Temporary Certificate of Occupancy is issued, the Lessee shall furnish the following documents to the Department:

(a) Documents showing that the Improvement has met the requirements of the final inspection and that all permits have been closed out;

(b) Documents that Lessee has obtained lien waivers from the general contractor and all

parties designated by the Department, along with any final affidavit of the general contractor required by Chapter 713, Florida Statutes;

(c) Certificate of Occupancy for the Improvement;

(d) Certification from the Lessee's architect that the Improvement has been completed in conformance with the approved Plans and Specification as well as all permits and applicable governmental requirements;

(e) At least one copy of an as-built survey of the area covered by the Improvement;

(f) Two (2) complete sets of as-built construction drawings and two (2) AutoCAD files of the as-built construction drawings in a compact disk format or other format designated by the Department, including all pertinent shop and working drawings and such other as-built drawings as the Department may reasonably require; and

(g) Copies of all releases of contractor claims and liens.

4.09 Temporary Structures: Trailers or temporary structures used for construction purposes but not for business purposes shall be allowed on the leased Premises during the period of construction of the Improvements subject to all required permitting. All trailers or temporary structures must comply with the Florida Building Code and must be removed prior to or upon the ending of construction. Copies of the building permits shall be submitted to the Department's Facilities Project Manager within ten (10) calendar days of issuance to Lessee.

4.10 Review of Construction: During the construction of the Improvements, the Department or its designee shall have the right, but not the obligation, to periodically review the construction and to enter the Premises at reasonable times to inspect the construction for the purpose of ensuring conformity with the Contract Documents and any changes thereto requested by the Lessee and approved by the Department. Failure of the Department to make such review or inspection shall not impose any liability on the Department or the County, nor constitute Lessor's acceptance of the Improvement as being in accordance with the Contract Documents and Lessee's obligations hereunder.

4.11 Tenant Airport Construction Contracts: From time to time, the Lessee and the County through its County Manager shall be entitled to enter into separate Tenant Airport Construction, reimbursable ("TAC-R") or non-reimbursable contracts (TAC-N) for the purpose of enabling Lessee to construct facilities or improvements on the Premises or on the Airport deemed necessary or appropriate for Lessee's construction and use of its Improvements on the Premises. Such contracts shall comply with the Department's TAC-R or TAC-N contract requirements, as such requirements may be amended by the Department from time to time.

4.12 Assignment of Contract Documents to Lessor and Assumption of Construction of Improvements by County: In the event that Lessee fails to perform its material obligations under Article 4 of this Agreement, the Lessor may provide Lessee written notice of such default specifying those matters constituting such default. Material obligations shall include, but not be limited to, compliance with the Contract Documents and compliance with any regulatory requirement. If such default continues for a period of thirty (30) days following Lessee's receipt of the notice or Lessee fails to diligently commence to cure such default within such thirty (30) day period if such default is of a nature that it cannot be cured within thirty (30) days, the Lessor may either terminate this Agreement or else terminate Lessee's rights with respect to the construction of the Improvements or portions thereof and

thereafter assume the obligations of Lessee under this Article 4 of the Agreement under an assignment by Lessee to Lessor of relevant contracts and permits, and complete the construction of the Improvements or portions thereof with the benefit of all bonds and other forms of security provided by Lessee hereunder. Lessor's use of any such bonds or security shall not diminish Lessee's liability to Lessor hereunder for failure to complete the Improvements in accordance with Lessee's obligations hereunder.

4.13 Standards of Construction: The Lessee may construct all Improvements to the standards established by the Lessor from time to time or shall be entitled to use modified standards for its design and construction of improvements that are to remain in Lessee's name.

4.14 Compliance with Responsible Wages and Benefits for County Construction Contracts (AO#3-24 dated July 25, 2000): Lessee is aware of the policy of Miami-Dade County that in all leases of County-owned land which provide for privately funded construction improvements thereon whose construction costs are greater than or equal to $1 million dollars, any portion of which are financed by any federal, state or local governmental entity or by bonds issued by such entities, including the Industrial Development Authority (IDA), the tenant shall include the requirements of the Living Wage Ordinance codified as Section 2-11.16 of the Miami-Dade County Code, as well as Administrative Order #3-24 in all applicable construction contracts. Lessee agrees to comply with all applicable provisions of such ordinance and administrative order.

ARTICLE 5
Maintenance Responsibilities by Lessee and Lessor

5.01 Cleaning: The Lessee shall, at its sole cost and expense, perform or cause to be performed, services which will at all times keep the Premises clean, neat, orderly, sanitary and presentable.

5.02 Removal of Trash: The Lessee shall, at its sole cost and expense, remove or cause to be removed from the Premises, all trash and refuse which might accumulate and arise from its use of the Premises and the business operations of the Lessee under this Agreement. Such trash and refuse shall be stored temporarily and disposed of in a manner approved by the Lessor.

5.03 Lessee Maintenance and Repairs:

(A) For the facility: The Lessee shall be exclusively responsible for maintenance and repair of the facility and the Premises (including unpaved and landscaped areas and whether or not improvements certificates of occupancy or temporary certificates of occupancy have been issued), and each Improvement thereon except for those off-premises items for which the Lessor is responsible under this Article 5.10 (Lessor Maintenance). Maintenance and repairs by Lessee shall be in quality and class equal to or better than the original work to preserve the Premises in good order and condition. The Lessee shall repair all damage caused by the Lessee and its employees, agents, independent contractors, patrons, servants or invitees. Lessee's maintenance of the Premises shall begin as of the Commencement Date.

(B) For the EBS: Lessee shall be exclusively responsible for all maintenance and repair of the EBS and other equipment inside and interconnecting with the NTD baggage handling system. MDAD shall have the right to review Lessee's maintenance program for the EBS and to make recommendations to Lessee for changes to such program if, in the reasonable determination of MDAD or its consultants, such changes are necessary to assure that the EBS will be fully operational and efficient during the term of this Agreement as well as for a reasonable period of time following the

expiration or earlier termination of this Agreement if MDAD chooses to continue the operation of the EBS thereafter.

(C) In no event shall Lessor be responsible or liable for any maintenance or repair of any Improvement, fixture, equipment, structure, facility, alteration, or addition thereto on the Premises.

(D) Any injury or damage caused by the installation or removal of personal property of the Lessee shall be repaired so as to restore Improvements to their original state, except as such Improvements may have been altered by the Lessee with the approval of the Lessor pursuant to Article 7.01 (Alterations), and to quit and surrender up the Premises in the same good order and condition as it was at the time of certificate of occupancy and upon completion of construction of any Improvement, except for reasonable wear and tear and damage caused by an Act of God; provided however, that such return of the Premises and Improvements in the condition required under this Article 5.03 shall not relieve the Lessee of its obligations for damages to the Premises that may be specifically provided elsewhere in this Agreement.

5.04 Excavation of Land: No excavation of any of the land shall be made, no soil or earth shall be removed from the Premises, and no well of any nature shall be dug, constructed or drilled on the Premises, except as may be required for environmental monitoring purposes, without the prior written approval by the Lessor. The Lessee shall obtain permission for excavation required for construction pursuant to Article 4 (Improvements to Premises).

5.05 Water and Sewerage System: The Lessee shall operate and maintain, at its sole cost and expense, all the components of the existing water, sanitary sewerage and storm drainage facilities within the boundaries of the Premises. The Lessee shall not make any alterations or modifications to these facilities without the advance written approval of the Lessor.

5.06 Industrial Waste Facilities: The Lessee shall be fully responsible for all industrial wastes exiting or resulting from Lessee's operations on the Premises and in response thereto shall provide, operate and maintain adequate facilities on the Premises for separating, neutralizing and treating industrial wastes and foreign materials and the proper disposal thereof, in accordance with applicable laws, rules and regulations.

5.07 Housekeeping: The Lessee shall maintain the areas in the leasehold regularly so as to maintain the Premises in a neat, orderly and attractive condition. Any land areas not grassed or paved shall be stabilized by the Lessee and the Premises shall be so utilized that use of the same will not cause dust, debris or waste to be blown about or raised so as to be ingested by aircraft or otherwise interfere with or disturb the use or enjoyment of others of their Premises. All maintenance required hereunder shall be performed in accordance with maintenance standards, as published from time to time by the Lessor.

5.08 Inspections: The Lessor and/or its designated representatives shall have the right, during normal working hours, to inspect the Premises to identify those items of maintenance, repair, replacement, modification and refurbishment required of the Lessee to keep the Premises in good order and condition. The Lessee shall perform all corrective work required of it, identified in such inspection(s) within 30 days of receipt of written notice from the Department; provided, however that if such corrective work cannot be reasonably accomplished within a 30 day period then the Lessee shall commence the corrective work within that 30 days notice and diligently prosecute the same completion. Trash and debris problems shall be corrected within 24 hours following receipt of either oral or written notice from the Lessor. Failure of the Lessor to inspect as aforementioned shall not impose any liability on the Lessor.

5.09 Failure to Maintain: If it is determined by the Lessor that the Lessee has failed to properly clean, remove trash and debris, maintain, repair, replace and refurbish the Premises as required by this Article 5 (Maintenance Responsibilities of Lessee and Lessor), the Department shall provide to the Lessee a list of deficiencies, reflecting the amount of time to be reasonably allowed for the Lessee to correct same. If the Lessee fails to correct such deficiencies within the time allowed, the Lessor may enter upon the Premises and perform all work, which, in the judgment of the Lessor, may be necessary and the Lessor shall add the cost of such work, plus 25% for administrative costs, to the rent due hereunder on the first day of the month following the date of such work, and such cost shall be and constitute a part of the rent. Subsequent to receipt of the further notice of intent to perform repairs or cleanup from the Lessor, the Lessee shall not undertake performance of such repairs or cleanup without specific prior written authorization from the Lessor.

5.10 Lessor Maintenance: The County shall maintain the existing water, sanitary sewerage and storm water drainage that lies outside the boundaries of the Premises. The Lessor shall have no maintenance or repair responsibilities for the Premises or Improvements on the Premises.

5.11 Maintenance of Airport Facilities: Throughout the term of this Agreement, the County shall maintain the Airport so that Lessee may make use of the Airport for the purposes stated in Article 2, subject to Article 6.03.

5.12 County Maintenance Subject to Certain Conditions: Such maintenance by the County may be subject to interruption caused by repairs, strikes, lockouts, labor controversies, inability to obtain, fuel, power or parts, accidents, breakdowns, catastrophes, national or local emergencies, acts of God, and other conditions beyond the control of the County. Upon any such happening, the Lessee shall have no claim for damages for the County's failure to furnish or to furnish in a timely manner any such maintenance; provided, however, that the Department, in its sole discretion, shall provide a rent abatement for that portion of the Premises rendered unusable for the period of time that the County is unable to make the repairs required by Article 5.10 (Lessor Maintenance). The County shall exercise reasonable diligence to remedy and/or cure any such interruptions; to the extent such interruptions are within the County's control.

ARTICLE 6
Regulations, Licenses & Permits

6.01 Rules and Regulations: The Lessee shall comply with all applicable Ordinances of the County, including the Rules and Regulations of the Department, Chapter 25, Code of Metropolitan Miami-Dade County, Florida, as the same may be amended from time to time, Operational Directives issued thereunder, 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 BCC applicable to operation of the Airport, which may be applicable to its operations or activities under this Agreement, including specifically, without limiting the generality hereof, Federal air and safety laws and regulations and Federal, State and County environmental, hazardous waste and materials and natural resources laws, regulations and permits; provided, however, Lessee shall be entitled to challenge the validity or application of any such law, statute, ordinance, regulation, rule or requirement in good faith either in an administrative tribunal or a court of competent jurisdiction under Article 16(Civil Actions), subject to the Venue requirements of Article 16.01.

6.02 Violations of Rules and Regulations: The Lessee agrees to pay on behalf of the County any penalty, assessment or fine, issued against the County, or to defend in the name of the County 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 Lessee, its agents, employees or invitees, have, during the term this Agreement or any extension hereof or any holdover period of occupancy of the Premises by the Lessee, violated any law, ordinance, regulation, rule or directive described in Article 6.01 (Rules and Regulations) above or any plan or program developed in compliance therewith. The Lessee further agrees that the substance of this Article 6.02 and Article 6.01 (Rules and Regulations) above shall be included in every sublease, contract and other agreement, which the Lessee may enter into related to its operations and activities under this Agreement and that any such sublease, contract 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 subcontracting. This provision as to Lessee's liability hereunder shall survive the expiration or early termination of this Agreement.

6.03 Permits and Licenses: The Lessee expressly covenants, warrants and agrees that it shall, at its sole cost and expense, be strictly liable and responsible for obtaining, paying for, maintaining on a current basis, and fully complying with, any and all permits, licenses and other governmental authorizations, however designated, as required, at any time throughout the entire term of this Agreement, by any Federal, State, or County governmental entity or any judicial body having jurisdiction over the Lessee or the Lessee's operations and activities, for any activity of the Lessee conducted on the Premises and for any and all operations conducted by the Lessee at the Airport, including ensuring that all legal requirements, permits and licenses necessary for or resulting, directly or indirectly, from the Lessee's operations and activities on the Premises and common use areas have been obtained and are being fully complied with; provided, however, that the Lessee shall not be responsible for obtaining construction related certificates of occupancy for portions of the Premises constructed by the County. Upon the written request of the Department, the Lessee shall provide to the Department copies of any and all permits and licenses required by law, and applications therefor, which the Department may request.

6.04 Aircraft Noise Abatement Regulations Compliance: The Lessee hereby specifically acknowledges its awareness that the noise generated by aircraft, while on the ground and in flight, may cause annoyance to residential areas in proximity to the Airport and/or under or near flight corridors serving the Airport and that the County, as proprietor of the Airport, may, therefore, from time to time adopt certain lawful policies, procedures and/or regulations, not inconsistent with the Airport Noise and Capacity Act of 1990 and any other applicable federal law, unless otherwise approved by the Federal Aviation Administration, and not inconsistent with aircraft safety, intended to abate the effects of aircraft noise. Said policies, procedures and/or regulations may deal with, but are not necessarily limited to, nighttime engine run-ups, preferential runway usage, aircraft arrival and departure patterns, use of displaced runway thresholds, and the like.

ARTICLE 7
Alteration of Premises and Erection of Signs

7.01 Alterations: The Lessee shall not alter the Premises in any manner whatsoever without the prior written approval of the Department. In the event the Lessee is given approval to make alterations to the Premises, the Lessee shall comply with the terms and conditions of such approval, should the Lessee choose to proceed with such alterations, as contained in the Department's approval letter, and a failure to do so shall constitute a default pursuant to Article 12.03 (Other Defaults) hereof.

7.02 Signage: The Lessee shall not erect, maintain or display any identifying signs or any advertising matter, of any type or kind which is visible to the public, without prior written approval of the Department. In the event the Department changes the graphics system for the identification of lessees at the Airport, the Department shall pay for the costs of such changes and such costs shall be recovered through airline rents, fees, and charges.

ARTICLE 8
Environmental Compliance

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

(A) "Baseline Environmental Conditions" means the presence or release of Hazardous Materials, at, on, under, or from the Premises or common use areas prior to Lessee's Occupancy Date, the presence or release of which was not caused by Lessee or Lessee's agents, employees, contractors, invitees or trespassers. Solely for purposes of this Agreement, it shall be presumed that the Baseline Environmental Conditions consist of the conditions identified in any existing (as of the date of this Agreement) Miami-Dade County maintained records, including contamination assessment reports and any other technical reports, data bases, remedial action plans, the Baseline Audit or the presence, discharge, disposal or release of any other Hazardous Materials originating prior to the Occupancy Date that comes to be located on the Premises or common use areas and not caused by Lessee or Lessee's agents, employees, contractors, invitees or trespassers. For purposes of this Agreement, the term "trespassers" shall include only those third parties who have entered the Premises and whose actions while on the Premises have resulted in a Release of Hazardous Materials directly onto the Premises, but shall not include those third parties whose actions took place off of the Premises and which resulted in the presence of Hazardous Materials on the Premises due to the migration of Hazardous Materials from that off-Premises location.

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

(C) "Environmental Law" means any applicable federal, state or local law, statute, ordinance, code, rule, or regulation, or license, authorization, decision, order, injunction, or decree, any of which may be issued by a judicial or regulatory body of competent jurisdiction, or rule of common law including, without limitation, actions in nuisance or trespass, and any judicial or agency interpretation of any of the foregoing, which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground or air or water or noise pollution or contamination, and underground or aboveground tanks) and shall include without limitation, the Solid Waste Disposal Act, 42 U.S.C. § 6901 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq. ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Hazardous Materials Transportation Act 49 U.S.C. § 1801 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act 42 U.S.C. § 7401 et seq.; the Toxic Materials Control Act 15 U.S.C. § 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300f et seq.; Chapters 403, 376 and 373, Florida Statutes; Chapters 24 and 25 of the Miami-Dade County Code, and any other applicable local, state or federal environmental statutes, codes, or ordinances, and all rules, regulations, orders and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

(D) "Environmental Requirement" means any Environmental Law, or any agreement or restriction entered into or applicable by law(including but not limited to any condition or requirement imposed by any insurance or surety company), as the same now exists or may be changed or amended or come into effect in the future, which pertains to health, safety, any Hazardous Material, or the environment, including but not limited to ground or air or water or noise pollution or contamination, and underground or aboveground tanks. With regard to any environmental agreements or restrictions entered into by MDAD, MDAD agrees to use reasonable efforts to apprise the Miami Airport Affairs Committee (the "MAAC"), which represents the interests of the airlines at the Airport, of any such agreements or restrictions and to obtain the MAAC's input into such items.

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

(F) "Initial Construction Period" means for any lease which contemplates construction or renovation for Premises not previously occupied in whole or in part by Lessee under this Agreement or any prior agreement, a period of time not to exceed six (6) months commencing with the date on which Lessee breaks ground on the Premises for construction of foundations or such renovation.

(G) "Occupancy Date" means the date Lessee first entered, occupied or took possession of the Premises or common use areas under the terms of this Agreement, any renewal or extension thereof, or any prior agreement.

(H) "On" or "in" when used with respect to the Premises or common use areas or any premises or common use areas adjacent to the Premises, means "on, in, under, above or about."

(I) "Recognized Environmental Condition" shall have the meaning set forth in ASTM E 1527-05, Section 1.1.1, as such provision may be amended or superseded from time to time.

(J) "Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment.

(K) "Remediation" means any investigation, clean-up, removal action, remedial action, restoration, repair, response action, corrective action, monitoring, sampling and analysis, installation, reclamation, closure, or post-closure in connection with the suspected, threatened or actual release of Hazardous Materials.

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

8.03 Lessee's Acceptance of the Risks and Condition of Premises As-Is: This Agreement involves in part (i) Lessee's exclusive use of certain space and facilities within the Terminal Building of the Airport (the "Premises" as defined above) and ii) Lessee's right to make use of public facilities of the Airport under Article 12 below in order to support Lessee's permitted operations hereunder (such public facilities sometimes referred to as "common use areas"). Such common use areas include ramp areas

at and about the concourse and loading bridges at which Lessee's aircraft operate. Lessee agrees that the Premises and such common use areas shall be leased or made available to Lessee, respectively, and such Premises delivered to Lessee in their current "as-is/with all faults" condition (but it is not intended by this provision that County be relieved from its duties expressly set forth in this Agreement or any other applicable agreement). Lessee hereby acknowledges, agrees, warrants, and covenants, as appropriate, that:

(A) Hazardous Materials may be present on the Premises, common use areas or other airport property. The County is currently engaged in a significant environmental remediation program at MIA.

(B) Under Article 8.06 below, Lessee is provided the opportunity to conduct an independent investigation of the Premises, the common use areas, and the physical condition thereof, including the potential presence of any Hazardous Materials on or about the Premises or common use areas. Lessee's report on the investigation, if any such report has been prepared, has been provided to the County and is listed in Exhibit K attached to this Agreement.

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

(D) Except as to County's obligations set forth in this Article or elsewhere in this Agreement, Lessee expressly assumes the risk that Hazardous Materials that are or may be present on the Premises and common use areas at the commencement of this Agreement may affect the suitability or usability of the Premises and common use areas for Lessee's proposed or intended use. Lessee agrees that, except to the extent of County's Remediation obligations provided in this Article 8, or any other discharge, disposal or release of Hazardous Materials or violation of applicable Environmental Requirements, caused by County, its agents, employees or contractors and except with respect to Baseline Environmental Conditions, County shall have no responsibility or liability with respect to any Hazardous Materials on the Premises and common use areas. Notwithstanding the foregoing, in no event shall County be liable to Lessee for damages relating to physical or personal injury, business interruptions relocation costs or any other cost (other than a cost for which County is liable under this Article 8) resulting from the presence of Hazardous Materials on the Premises and common use areas at any time during this Agreement.

8.04 Responsibilities for Hazardous Materials:

(A) Unless the parties agree otherwise in writing, the County shall conduct response actions mandated by existing Environmental Requirements applicable to the County for (i) Hazardous Materials disclosed in the Lessee Audit to the extent required by Article 8.06 and (ii) Baseline Environmental Conditions, provided however that:

1) To the extent this Agreement covers Premises not previously occupied by Lessee:

a) any Hazardous Material discovered within six (6) months of the Occupancy Date; or

b) if this Agreement contemplates construction or renovation by the Lessee, any Hazardous Material discovered during that six (6) month period or during any Initial Construction Period as defined in Article 8.01(F);

shall be presumed to be a Baseline Environmental Condition under this Agreement except to the extent the Aviation Department demonstrates to the satisfaction of Lessee by written notice setting forth the Aviation Department's explanation as to why the Hazardous Material originated from a discharge, disposal or release that was caused by Lessee, Lessee's agents, employees, contractors, invitees or trespassers. Should Lessee determine that such a demonstration has not been made to Lessee's satisfaction, County may invoke the dispute resolution provision of 8.16. Until such time as the parties reach an agreement or such time as the dispute is otherwise resolved, responsibility for such Hazardous Material shall remain with the Aviation Department.

2) To the extent this Agreement covers:

a) premises previously occupied by Lessee or

b) premises not previously occupied by Lessee but on which Hazardous Material are discovered more than six (6) months from after the Occupancy Date.

Remediation of any Hazardous Material discovered on the Premises shall be the responsibility of the Lessee, except to the extent that Lessee demonstrates to the satisfaction of Aviation Department Management by written notice setting forth Lessee's explanation as to why the Hazardous Material originated from (1) a discharge, disposal or release outside of the Premises, unless such discharge, disposal or release was caused by Lessee, Lessee's agents, employees, contractors, invitees or trespassers; (2) a discharge, disposal or release of Hazardous Material on the Premises prior to the date upon which Lessee first occupied the premises and not caused by Lessee or Lessee's agents, employees, contractors, invitees or trespassers; or (3) a discharge, disposal or release caused by the County, its agents, employees, contractors or any third party. Should the Aviation Department determine that such a demonstration has not been made to Aviation Department's satisfaction, Lessee may invoke the dispute resolution provision of 8.16. Until such time as the parties reach an agreement or such time as the dispute is otherwise resolved, responsibility for such Hazardous Material shall remain with Lessee. There shall be no presumption created that the County has responsibility for Hazardous Materials discovered pursuant to this Article 8.04(A)(2)(b) in the event that Hazardous Materials may have also been discovered on the Premises within six months of the Occupancy Date pursuant to Article 8.04(A)(1),

(B) County's responsibility for Remediation under this Article 8.04 shall be limited to the Recognized Environmental Conditions required to be remediated under applicable Environmental Requirements. If County is permitted to leave any Hazardous Material in place under applicable Environmental Requirements, County shall have the option of so doing, unless a governmental authority requires at any time the removal of Hazardous Materials for Lessee to be able to continue with construction or occupancy of the Premises. The County shall notify Lessee of any such decision to leave Hazardous Material in place.

(C) (1) To the extent they exist, the County has made available to Lessee a listing of contamination assessment reports and remedial action plans regarding any soil and groundwater contamination at the Premises. Such list is found on Exhibit K to this Agreement. The County may have already installed or may have plans to install remediation systems to clean up the contamination described in such reports to the extent they exist. Lessee agrees that during the term of the Agreement, County's authorized representatives shall have the right to enter the Premises in order to

operate, inspect, maintain, relocate and replace such systems. Without limiting the generality of the foregoing, the County shall have the right to: (a) install, use, monitor, remove (or, in connection with monitoring wells, abandon in place in accordance with applicable governmental regulations) soil borings, treatment systems, pumps, monitoring wells, and associated equipment; (b) construct, maintain, and ultimately remove various mechanical devices designed to aid in the monitoring and remediating effort; and (c) undertake such related activities as the Aviation Department or other governmental authorities may require or recommend, utilizing such methods as the Aviation Department or the applicable governmental authorities may elect in order to remediate the contamination described in any such reports.

(2) County shall utilize reasonable efforts to minimize any disturbance of the Lessee's use of the Premises and common use areas caused by any Remediation it undertakes and Lessee agrees that it shall not unreasonably interfere with or obstruct such Remediation. County and Lessee each agree to take such action as may be reasonable to coordinate their operations so as to minimize any interference with the other party. If vehicles, equipment, or materials belonging to the Lessee have to be temporarily relocated to permit the Remediation to be performed, the Lessee will effect such relocation at no expense to the County. Attached to Exhibit K is a site sketch of the Premises describing any existing or currently planned Remediation equipment and depicting the current and proposed future location of such equipment.

(3) If Remediation equipment or materials need to be temporarily stored in a secure location on the Premises, the Lessee will provide reasonable storage inside the building on the Premises for such equipment and materials at no expense to the County. To the extent that water and electrical service within the Terminal Building are not metered and the Lessee does not pay for such services directly, the Lessee will provide the County with water and electrical service from the Terminal Building in connection with the Remediation, without charge. The Lessee acknowledges the Remediation may be conducted at the locations depicted on the site sketch attached to Exhibit K at any time during the term of the Agreement and may continue until such time as a no further action letter is obtained from the appropriate regulatory authorities.

8.05 Baseline Audit: Because this lease is primarily for operational space within the Terminal Building, County shall have no obligation to perform a Baseline Audit for either the Premises or any common use areas anticipated to be used by Lessee. To the extent that any Baseline Audit of the Premises or such common use areas has in fact been performed by County, and except to the extent Lessee previously occupied the Premises or common use areas, the County shall be responsible for any Recognized Environmental Conditions within the meaning of ASTM E 1527-05, Section 1.1.1, as it may be amended or superseded by time to time, disclosed by the Baseline Audit which the County may respond to, to the extent provided in Article 8.04(B), during the term of the Agreement. Except to the extent Lessee previously occupied the Premises or common use areas, Lessee may terminate this Agreement as to any affected area (or as to the entire Premises if it is not practical for Lessee to conduct its business from the unaffected areas) within thirty (30) days of receipt of the Baseline Audit if Lessee, in its sole discretion, determines that the Recognized Environmental Conditions disclosed in such Baseline Audit are unacceptable.

8.06 Lessee Audit: Lessee, at its sole cost and expense, shall have the right to conduct, within sixty (60) days of the Occupancy Date, an environmental inspection of the Premises and the common use areas (the "Lessee Audit"), through an independent environmental consultant approved in writing by County, such approval not to be unreasonably withheld or delayed. If Lessee elects to conduct a Lessee Audit, it shall furnish County a copy of the Lessee Audit within thirty (30) days of Lessee's receipt of the Lessee Audit. The purpose of the Lessee Audit is to determine whether there are present on the Premises or common use areas any Recognized Environmental Conditions not identified in the

Baseline Audit, any previous audits, or any contamination assessment reports or remedial action plans, to the extent any such documents exist or tests are performed as a basis for such documents. Within thirty (30) days of receipt of such Lessee Audit, the County shall notify Lessee if it disputes the Recognized Environmental Conditions or the delineation of any subsurface conditions described in the Lessee Audit. If the Lessee Audit reveals any Recognized Environmental Conditions or delineates any subsurface contamination not disclosed in any contamination assessment reports, remedial action plans,or the Baseline Audit, and which are not otherwise considered Baseline Environmental Conditions under the terms of this Agreement, then, except to the extent that Lessee previously occupied the Premises, the County, at its option, shall: (i) allow Lessee to terminate the Agreement as to any affected area (or as to the entire Premises if it is not practical for Lessee to conduct its business from the unaffected areas) within sixty (60) days of receipt of such notice to the County; or (ii) notify Lessee that it has agreed to be responsible for such Recognized Environmental Conditions and delineated subsurface contamination to the same extent as the County is responsible for the Recognized Environmental Conditions and subsurface contamination disclosed in any contamination assessment reports, remedial action plans and the Baseline Audit. If the County allows Lessee to terminate the Agreement and Lessee elects not to terminate, Lessee's failure to terminate shall constitute a waiver of 1) Lessee's rights to terminate its obligations under this Agreement as to any findings in such Lessee Audit and, 2) as provided in Article 8.04, any claim it may have against the County with respect either to Recognized Environmental Conditions and subsurface contamination disclosed in such Lessee Audit. To the extent the Lessee previously occupied the Premises, Lessee shall be responsible for all Recognized Environmental Conditions disclosed in the Lessee Audit that are not Baseline Environmental Conditions unless Lessee demonstrates to the satisfaction of Aviation Department Management by written notice setting forth Lessee's explanation why the Recognized Environmental Conditions originated from (1) a discharge, disposal or release outside of the Premises or the common use areas, unless such discharge, disposal or release was caused by Lessee, Lessee's agents, employees, contractors, invitees or trespassers; (2) a discharge, disposal or release of Hazardous Material on the Premises prior to the Occupancy Date and not caused by Lessee or Lessee's agents, employees, contractors, invitees or trespassers; or (3) a discharge, disposal or release caused by County or third party. Should the Aviation Department determine that such a demonstration has not been made to Aviation Department's satisfaction, Lessee may invoke the dispute resolution provision of 8.16. Until such time as the parties reach an agreement or until such time as the dispute is otherwise resolved, responsibility for such Recognized Environmental Condition shall remain with Lessee.

8.07 Environmental Maintenance of Premises: Except for the obligations of the County under this Article 8, Lessee shall, at its sole cost and expense, keep, maintain, use, and operate within the Premises at all times in compliance with all applicable Environmental Laws, and shall maintain the Premises in good and sanitary order, condition, and repair, and shall use and operate all common use areas in compliance with all applicable Environmental Laws.

8.08 Lessee's Use of Hazardous Materials: Lessee shall not use, store, generate, treat, transport, or dispose of any Hazardous Material on the Premises or common use areas without first providing the County thirty (30) days written notice prior to bringing such Hazardous Material upon the Premises. To the extent certain Hazardous Materials are needed to be used by Lessee on a non-routine basis, such as for emergency repairs, Lessee may provide such notice within twenty-four (24) hours of bringing such Hazardous Material upon the premises. County may object to the use of any Hazardous Material at any time, for reasonable cause related to the threat of site contamination, or damage or injury to persons, Premises or resources on or near the Premises or common use areas. Upon County's objection, Lessee shall immediately remove the Hazardous Material from the site. Attached as Exhibit Z is a complete list of all Hazardous Materials which Lessee currently intends to use on the Premises or common use areas during the term of the Agreement and which have been

approved by the County. This Section 8.08 shall not apply to Hazardous Materials which are not used, generated, treated or disposed of by Lessee but which are otherwise transported by Lessee solely in the course of Lessee's business, such as cargo operations, and for which Lessee has no knowledge as to the identity of such hazardous materials prior to such transport. County's objection or failure to object to the use, storage, generation, treatment, transportation, or disposal of Hazardous Material under this paragraph, or the exclusion of certain Hazardous Materials under this paragraph, shall not limit or affect Lessee's obligations under this Agreement, including Lessee's duty to remedy or remove releases or threatened releases; to comply with applicable Environmental Laws and/or Environmental Requirements relating to the use, storage, generation, treatment, transportation, and/or disposal of any such Hazardous Materials; or to indemnify County against any harm or damage caused thereby. Lessee shall promptly and completely answer periodic questionnaires from the County concerning Lessee's practices regarding the generation, use, storage, and disposal of Hazardous Materials under this Agreement.

8.09 Entry by County:

(A) Notwithstanding any other right of entry granted to County under this Agreement, and subject to the requirements set forth in Article 8.09(B), MDAD shall have the right, at its own expense and upon reasonable notice, to enter the Premises or to have consultants enter the Premises throughout the Term of this Agreement for the purposes of: (1) determining whether the Premises are in conformity with applicable Environmental Law; (2) conducting an environmental review or investigation of the Premises; (3) determining whether Lessee has complied with the applicable Environmental Requirements of this Agreement; (4) determining the corrective measures, if any, required of Lessee to ensure the safe use, storage, and disposal of Hazardous Materials; or (5) removing Hazardous Materials (except to the extent used, stored, generated, treated, transported, or disposed of by Lessee in compliance with applicable Environmental Requirements and the terms of this Agreement). Lessee agrees to provide access and reasonable assistance for such inspections. MDAD shall use its best efforts to reasonably minimize interruptions of business operations on the Premises.

(B) Such inspections may include, but are not limited to, entering the Premises or adjacent property or common use areas with drill rigs or other machinery for the purpose of obtaining laboratory samples of environmental conditions or soil or groundwater conditions. Lessee shall have the right to collect split samples of any samples collected by MDAD. MDAD shall not be limited in the number of such inspections during the Term of this Agreement. MDAD will conduct such inspections during Lessee's normal business hours, but MDAD may conduct such inspections in other than normal business hours if the circumstances so require. For inspections conducted by MDAD, MDAD agrees to provide Lessee with reasonable notice (not less than twenty four (24) hours) prior to inspecting the Premises; provided however, that such notice period shall not apply under circumstances in which MDAD reasonably determines that there exists an immediate threat to the health, safety, or welfare of any persons. If such consultants determine that Hazardous Materials have been released, discharged, stored, or used on the Premises in violation of the terms of this Agreement, Lessee shall, in a timely manner, at its expense, remove such Hazardous Materials in a manner not inconsistent with applicable Environmental Law and otherwise comply with the reasonable recommendations of such consultants to the satisfaction of MDAD and any regulatory authorities. The right granted to MDAD herein to inspect the Premises shall not create a duty on MDAD's part to inspect the Premises, nor liability of MDAD for Lessee's use, storage, or disposal of Hazardous Materials, it being understood that Lessee shall be solely responsible for all liability in connection therewith. MDAD shall provide the results of such inspections to the Lessee in a timely manner if requested to do so in writing. Nothing herein shall be construed to limit, restrain, impair or interfere with County's regulatory authority to conduct inspections and/or the manner in which it conducts such inspections. Lessee shall not be liable for and County

hereby releases Lessee from liability for any property damage to the Premises or common use areas or injury to any person caused solely by County during County's inspections under this Article 8.09.

8.10 Permits and Licenses: The Lessee warrants that it will secure at the times required by issuing authorities all applicable permits or approvals that are required by any governmental authority having lawful jurisdiction to enable Lessee to conduct its obligations under this Agreement. Upon written request, Lessee shall provide to County copies of all permits, licenses, certificates of occupancy, approvals, consent orders, or other authorizations issued to Lessee under applicable Environmental Requirements, as they pertain to the Lessee's operations on or use of the Premises and common use areas.

8.11 Notice of Discharge to County:

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

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

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

8.12 Reports to County: For any year in which any Hazardous Materials have been used, generated, treated, stored, transported or otherwise been present on or in the Premises or common use areas pursuant to the provisions of this Agreement, Lessee shall provide County with any reports filed in accordance with the Emergency Planning and Community Right to Know Act (EPCRA). For such Hazardous Materials not subject to the EPCRA requirements and which are not otherwise listed on Exhibit Z to this Agreement, Lessee shall provide County, upon written request from County, with a written report identifying the Hazardous Materials which were used, generated, treated, stored or transported by Lessee on the Premises or common use areas and any releases of such Hazardous Materials which occurred or were discovered on the Premises or common use areas. In addition to the

foregoing, Lessee will provide the Aviation Department with copies of all compliance activities with governmental agencies related to such Hazardous Materials.

8.13 Periodic Environmental Audits: Lessee shall establish and maintain, at its sole expense, a system to assure and monitor its continued compliance on the Premises with all applicable Environmental Laws, which system shall include, no less than once each year a detailed review of such compliance (the "Environmental Audit") by such consultant or consultants as County may approve, which approval shall not be unreasonably withheld, delayed or conditioned. Alternatively, if the Aviation Department approves, which approval shall not be unreasonably withheld, delayed or conditioned, such Environmental Audit may be conducted by Lessee's personnel but in either case Lessee shall provide County with a copy of its report of the annual Environmental Audit, which shall be consistent with ASTM's "Practice for Environmental Regulatory Compliance Audits" or other recognized format approved by County. In lieu of submitting the complete annual Environmental Audit report, Lessee may submit a summary of the report but, at a minimum, it must contain all the information responsive to the items listed in the attached Exhibit B. If the Environmental Audit indicates any unresolved violation of any applicable Environmental Law and/or Environmental Requirements, Lessee shall, at the request of County, provide a detailed review of the status of any such violation within thirty (30) days of the County's request.

8.14 Remediation of Hazardous Material Release: If Lessee or Lessee's agents, employees, contractors, invitees or trespassers cause any Hazardous Materials to be released, discharged, or otherwise located on or about the Premises or the common use areas during the term of this Agreement ("Hazardous Material Release"), Lessee shall promptly take all actions, at its sole expense and without abatement of rent, as are reasonable and necessary to return the affected portion of the Premises or the common use areas and any other affected soil or groundwater to their condition existing prior to the Hazardous Material Release in a manner not inconsistent with applicable Environmental Law. County shall have the right to approve all such remedial work, including, without limitation: (i) the selection of any contractor or consultant Lessee proposes to retain to investigate the nature or extent of such Hazardous Material Release or to perform any such remedial work; (ii) any reports or disclosure statements to be submitted to any governmental authorities prior to the submission of such materials; and (iii) any proposed remediation plan or any material revision thereto prior to submission to any governmental authorities. The County's approvals shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, County's prior consent shall not be necessary if a Hazardous Material Release poses an immediate threat to the health, safety, or welfare of any persons and, despite Lessee's best efforts, it is not practicable to obtain County's consent before taking remedial action to abate such immediate threat, provided that: (a) Lessee shall notify County as soon as possible and shall thereafter obtain County's consent as otherwise provided in this paragraph; and (b) Lessee shall take only such action as may be necessary or appropriate to abate such immediate threat and shall otherwise comply with the provisions of this paragraph. Lessee shall provide County reasonable notice of any such meetings. All remedial work shall be performed in compliance with all applicable Environmental Laws. The County's consent to any remedial activities undertaken by Lessee shall not be withheld so long as County reasonably determines that such activities will not cause any material adverse long-term or short-term effect on the Premises, or other adjoining property owned by County. Lessee's obligations in this section do not apply to Baseline Environmental Conditions.

8.15 Indemnity: Lessee shall indemnify, defend (with counsel reasonably satisfactory to County), and hold County, its directors, officers, employees, agents, assigns, and any successors to County's interest in the Premises or the common use areas, harmless from and against any and all loss, cost, damage, expense (including reasonable attorneys' fees), claim, cause of action, judgment, penalty, fine, or liability, directly or indirectly, relating to or arising from the use, storage, release,

discharge, handling, or presence of Hazardous Materials on, under, or about the Premises or common use areas and caused by Lessee, Lessee's agents, employees, contractors, invitees or trespassers. This indemnification shall include without limitation: (a) personal injury claims; (b) the payment of liens; (c) diminution in the value of the Premises or common use areas; (d) damages for the loss or restriction on use of the Premises; (e) sums paid in settlement of claims; (f) reasonable attorneys' fees, consulting fees, and expert fees, (g) the cost of any investigation of site conditions, and (h) the cost of any repair, cleanup, remedial, removal, or restoration work or detoxification if required by any governmental authorities or deemed necessary in County's reasonable judgment, but shall not extend to such claims, payment, diminution, damages, sums, fees or costs to the extent caused (i) solely by an act of God or (ii) by the negligent or willful misconduct of the County, its officers, employees, contractors or agents. For any legal proceedings or actions initiated in connection with the Hazardous Materials Release, County shall have the right at its expense but not the obligation to join and participate in such proceedings or actions in which the County is a named party, and control that portion of the proceedings in which it is a named party. County may also negotiate, defend, approve, and appeal any action in which County is named as a party taken or issued by any applicable governmental authorities with regard to a Hazardous Materials Release; provided, however, claims for which Lessee may be liable pursuant to this Article 8.15 shall not be settled without Lessee's consent. Any costs or expenses incurred by County for which Lessee is responsible under this paragraph or for which Lessee has indemnified County: (i) shall be paid to County on demand, during the term of this Agreement as additional rent; and (ii) from and after the expiration or earlier termination of the Agreement shall be reimbursed by Lessee on demand. Lessee's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Agreement and shall bind Lessee's successors and assignees and inure to the benefit of County's successors and assignees. Notwithstanding any other provision of this Agreement, this Section 8.15 does not apply to Baseline Environmental Conditions or a discharge, disposal or release caused by the County, its officers, employees, contractors or agents.

This indemnity specifically includes the direct obligation of Lessee to perform, at its sole cost and expense, any remedial or other activities required or ordered by a court or agency having competent jurisdiction over the subject matter, or otherwise necessary to avoid or minimize injury or liability to any person, or to prevent the spread of Hazardous Materials.

In addition, because costs of Hazardous Materials discharges are passed on to airlines through the residual rate charging mechanism at Miami International Airport and the charges to Lessee will be increased to offset such costs, Lessee agrees in order to minimize its obligations in this regard to use best efforts to assist the Aviation Department in responding to Hazardous Materials spills in common use areas reasonably close to the common use areas used by Lessee by making Lessee's remediation equipment and personnel available for such emergency remediation activity. However, Lessee may provide such assistance only at the direct request of the Aviation Department and only if Lessee's remediation equipment is intended to be utilized for the Hazardous Material spill at issue and only if Lessee's personnel have been trained to respond to the Hazardous Material spill at issue. If Lessee is directed to perform any remedial work under this Article 8.15(B) for which it is later determined that Lessee is not responsible, the Aviation Department shall reimburse Lessee for all costs associated with or arising out of Lessee's performance of such remedial work. Lessee shall cooperate with the Aviation Department in any subsequent effort by the Aviation Department to recover from the responsible parties all costs involved with the remediation effort that utilized Lessee's equipment and personnel. Lessee shall perform all such work in its own name in accordance with applicable laws Lessee acknowledges that the County's regulatory power in this regard is independent of the County's contractual undertakings herein, and nothing herein shall affect the County's right in its regulatory capacity to impose its environmental rules, regulations, and authorities upon the Lessee in accordance with the law.

(C) In the event Lessee fails to perform its obligations in Article 8.15(A) above, and without waiving its rights hereunder, County may, at its option, perform such remedial work as described in Article 8.15(A) above, and thereafter seek reimbursement for the costs thereof. In accordance with this Article 8, Lessee shall permit County or its designated representative access to the Premises or the common use areas to perform such remedial activities.

(D) Whenever County has incurred costs described in this section as a result of the failure of Lessee to perform its obligations hereunder, Lessee shall, within thirty (30) days of receipt of notice thereof, reimburse County for all such expenses together with interest at the rate of 1 ½ % per month on the outstanding balance commencing on the thirty-first date following Lessee's receipt of such notice until the date of payment.

(E) To the extent of Lessee's responsibility under this Article and without limiting its obligations under any other paragraph of this Agreement, and except to the extent of County's responsibility for environmental conditions set forth in this Article 8 , Lessee shall be solely and completely responsible for responding to and complying with any administrative notice, order, request or demand, or any third party claim or demand relating to potential or actual Hazardous Materials contamination on the Premises or upon common use areas. Lessee's responsibility under this paragraph includes but is not limited to responding to such orders on behalf of County and defending against any assertion of County's financial responsibility or individual duty to perform under such orders. Lessee shall assume, pursuant to the Indemnity provision set forth in this Article 8, any liabilities or responsibilities which are assessed against County in any action described under this paragraph.

8.16 Dispute Resolution: County and Lessee agree that any dispute between them relating to this Article 8 will first be submitted, by written notice, to a designated representative of both County and Lessee who will meet at County's place of business or other mutually agreeable location, or by teleconference, and confer in an effort to resolve such dispute. Any decision of the representatives will be final and binding on the parties. In the event the representatives are unable to resolve any dispute within ten (10) days after submission to them, either party may refer the dispute to mediation, or institute any other available legal or equitable proceeding in order to resolve the dispute.

8.17 Waiver and Release: Lessee, on behalf of itself and its heirs, successors and assigns, hereby waives, releases, acquits and forever discharges County, its principals, officers, directors, employees, agents, representatives and any other person acting on behalf of the County, and the successors and assigns of any of the preceding, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which Lessee or any its heirs, successors, or assigns now has or which may arise in the future on account of or in any way related to or in connection with any past, present or future physical characteristic or condition of the Premises or the common use areas, including, without limitation, any Hazardous Material, in, at, on, under or related to the Premises or the common use areas, or any violation or potential violation of any Environmental Law applicable thereto; provided, however, this Article 8.17 shall not constitute a waiver or release of any obligation of County under this Article 8. Lessee acknowledges that County would not enter into this Agreement without Lessee's agreement to the waiver and release provided herein.

8.18 No Waiver of Rights, Causes of Actions or Defenses. Notwithstanding any language in this Agreement, including without limitation Articles 8.03, 8.04, 8.05, 8.06, 8.14, 8.15 and 8.16, Lessee does not agree to waive or release any rights, causes of action or defenses it may have against Miami-Dade County or any other party related to allegations made by the County in (i) Case No. 01-8758 CA 25 which has been filed by the County in the Florida Circuit Court of the Eleventh Judicial Circuit, and

(ii) a letter dated April 9, 2001, to Lessee and others (who are referred to as "responsible parties" or "RPs"). Nothing herein shall be construed to limit or expand upon any releases previously exchanged between the parties as a result of a settlement or settlements entered under Case No. 01-8758 CA 25 which has been filed by the County in the Florida Circuit Court of the Eleventh Judicial Circuit.

8.19 Surrender of Premises: Lessee shall surrender the Premises and the common use areas used by Lessee to County upon the expiration or earlier termination of this Agreement free of debris, waste, and Hazardous Materials used, stored, or disposed of by Lessee or its agents, employees, contractors, invitees or trespassers or otherwise discharged on the Premises or common use areas for which Lessee is responsible during the term of this Agreement. The Premises and the common use areas shall be surrendered in a condition that complies with all applicable Environmental Requirements, and such other reasonable environmental requirements as may be imposed by County. Lessee shall not be responsible under this section 8.19 to the extent of County's obligations under this Article 8.

8.20 Breach: Any breach by Lessee of any provision of this Article 8 shall, after notice and a reasonable opportunity for Lessee to cure, constitute a default of the Agreement and shall entitle County to exercise any and all remedies provided in the Agreement, or as otherwise permitted by law.

8.21 Survivability of Terms: the terms and conditions of this Article 8, including the indemnity, waiver, and release, shall survive the termination of this Agreement.

8.22 Right to Regulate: As provided for in Article 20 of this Agreement, nothing within this Article 8 shall be construed to waive or limit, restrain, impair or interfere with the County's regulatory authority.

ARTICLE 9
Indemnification

The Lessee shall protect, defend (using attorneys reasonably acceptable to both the County and the Lessee), and hold the County and its officers, agents and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including the leased Premises, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees, through all levels of trial and appellate proceedings), of any nature whatsoever arising out of, relating to or resulting from this Agreement and/or the use or occupancy of the leased Premises or the acts or omissions of officers, agents, employees, contractors, subcontractors, licensees, assignees, successors or invitees of the Lessee regardless of where the injury, death, or damage may occur, except to the extent such injury, death or damage is caused (i) solely by an Act or God, or (ii) by the negligence or willful misconduct of the County, its officers, employees or agents. The County shall give the Lessee reasonable notice of any such claims or actions. The provisions of this Article 9 shall survive the expiration or early termination of this Agreement.

ARTICLE 10
Assignment and Subletting and Conditions of Financing

10.01 Assignment and Transfer: Except as provided in Article 10.02, the Lessee shall not, in any manner, assign, transfer, mortgage, pledge, hypothecate, encumber or otherwise convey an interest in this Agreement, or authorize others to exercise the rights granted to the Lessee herein, without the written approval of the Aviation Department. In the event the Lender seeks provisions in the assignment affecting the interests or requiring certain actions by the County, such provisions must be

approved by the County; however, such provisions shall not be unreasonably withheld or delayed by MDAD for so long as the Use of Premises as provided for in Article 2 (Use of Premises) remain the same and are assigned or transferred to an entity deemed by MDAD to be reputable and credit worthy meeting the County requirements.

10.02 Subletting: The Lessee shall submit any subleases to the Department for approval, which shall not be unreasonably withheld. Any objection by the Department must be forwarded to the Lessee within 30 days of receipt of the sublease by the Department's Director.

Further, any such subleases shall be subject to the same conditions, obligations and terms as set forth herein, including as a minimum, but not limited to, requirements for compliance with Airport Rules and Regulations and applicable laws in payment of concession fees and indemnification of the County. Notwithstanding anything herein contained to the contrary, in the event of an approved sublease, the Lessee shall remain fully liable to the County for fulfilling all obligations, conditions and terms of this Agreement, throughout its entire term.

ARTICLE 11
Insurance

11.01 Insurance Required: In addition to such insurance as may be required by law, the Lessee shall maintain, without lapse or material change, for so long as it occupies the Premises, the following insurance:

(A) Commercial General Liability Insurance on a comprehensive basis, including Contractual Liability, to cover the Lessee's Premises and operations, in an amount not less than $5,000,000 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.

(B) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used by the Lessee in connection with its operations under this Agreement in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

(C) Builders Risk and Property Insurance The Lessee and/or its sublessee(s), at its (and/or their) sole cost and expense, throughout the term of this Agreement, shall keep the Improvements insured on an "All Risk" basis in an amount not less than 100% of the full replacement value of the Improvements against loss or damage (in excess of a reasonable per occurrence deductible amount, which shall be the responsibility of the Lessee) by fire, lightning, tornado, hurricane, windstorm, hail, flood, earthquake, explosion, riot, riot attending strike, civil commotion, vandalism and malicious mischief, sprinklers and sprinkler leakage, aircraft, vehicles and smoke, or any other casualty in an amount not less than 100% of the full replacement value of the Improvements to the extent such coverage is commercially available at commercially reasonable rates. The full replacement value of the Improvements shall be established as of the date each Improvement is constructed and a certificate of completion (or certificate of occupancy) for same is issued by the appropriate governing authority with jurisdiction over same and shall be re-established at intervals of not more than three (3) years thereafter, by the firm and professional property evaluators used by the County for establishing replacement values for County property. Any deficiency in the amount of the proceeds from such property insurance resulting from a failure by the Lessee to re-establish the full replacement value of the Improvements shall be the sole responsibility of the Lessee.

The insurance coverages required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Lessee under this Agreement. All insurance policies required pursuant to the terms of this Agreement shall be issued in companies approved to do business under the laws of the State of Florida. Such companies 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 the County Risk Management Division.

11.02 Insurance Certificates Required: Prior to the commencement of operations hereunder and annually thereafter, the Lessee shall furnish or cause to be furnished certificates of insurance to the Department which certificates shall clearly indicate that:

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

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

(C) The County is named as an additional insured with respect to the Lessee's commercial general liability policies.

(D) The County is named as a loss payee with respect to the required builder's risk and property insurance provided by the Lessee.

On said insurance certificates, unless specifically shown to be excluded thereon, commercial general liability coverage shall include contractual liability, and notification of cancellation shall include notification of material changes in the policies.

The County reserves the right to require the Lessee to provide such reasonably amended insurance coverage as it deems necessary or desirable, upon issuance of notice in writing to the Lessee, which notice shall automatically amend this Agreement effective 30 days after such notice.

11.03 Compliance: Compliance with the requirements of this Article 11 (Insurance) shall not relieve the Lessee of its liability under any other portion of this Agreement or any other agreement between the County and the Lessee.

This Lease shall automatically terminate at the same time Lessee's insurance coverage is terminated. If within ten (10) business days after termination under this Section Lessee obtains and provides evidence of the required insurance coverage acceptable to MDAD Risk Management, this Lease may be reinstated at the sole discretion of the County. Lessee shall pay County $300.00 for processing the reinstatement of this Lease. Said $300.00 processing cost may be adjusted annually, in accordance with CPI Index by the County at its sole discretion.

Lessee agrees that Lessee shall not operate on the premises at any time the required insurance is not in full force and effect as evidenced by a certificate of insurance or, in the interim, an official binder being in the possession of MDAD Risk Management. In no cases shall assurances by Lessee, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. The County will only accept valid certificates of insurance, or in the interim, an insurance binder as adequate evidence of insurance. Lessee also agrees that upon cancellation, termination, or

expiration of lessee's insurance, county may take whatever steps are necessary to interrupt any operation from or on the premises until such time as the airport director reinstates the lease.

If Lessee fails to provide the County with a valid certificate of insurance, or binder at any time during the term of the lease, the County and Lessee agree that this shall constitute a material breach of the lease. Whether or not a notice of default has or has not been sent to Lessee, said material breach shall permit the County to take whatever steps necessary to interrupt any operation from or on the premises, and to prevent any persons, including, but not limited to, members of the general public, and lessee employees and agents, from entering the premises until such time as MDAD Risk Management is provided with adequate evidence of insurance required herein. Lessee further agrees to hold the County harmless for any damages resulting from such interruption of business and possession, including, but not limited to, damages resulting from any loss of income or business resulting from the County's action.

If the Lessee fails to maintain insurance acceptable to the County for the full term of this lease, the County may terminate this lease.

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

11.05 Personal Property: Any personal property of the Lessee or of others placed in the Premises and Airport shall be at the sole risk of the Lessee or the owners thereof, and the County shall not be liable for any loss or damage, except to the extent such loss or damage was caused by the sole active negligence of the County, as limited by Section 768.28, Florida Statutes.

ARTICLE 12
Termination

12.01 Payment Defaults: Failure of the Lessee to make all payments of rentals, fees and charges required to be paid herein when due shall constitute a default, and the Lessor may, at its option, terminate this Agreement after seven calendar days notice in writing to the Lessee, unless the default is cured within the notice period.

12.02 Insurance Defaults: The Lessor shall have the right, upon 15 calendar days written notice to the Lessee, to terminate this Agreement if the Lessee fails to provide evidence of insurance coverage in strict compliance with Article 11 (Insurance) hereof prior to commencement of operations, or fails to provide a renewal of said evidence upon its expiration; provided, however, that such termination shall not be effective if the Lessee provides the required evidence of insurance coverage within the notice or grace period.

12.03 Other Defaults: The Lessor shall have the right, upon thirty (30) calendar days written notice to the Lessee, to terminate this Agreement upon the occurrence of any one or more of the following, unless the same shall have been corrected within such period, or, if correction cannot reasonably be completed within such 30-day period, the Lessee has commenced corrective steps within such 30-day period and diligently pursues same to completion:

(A) Failure of the Lessee to comply with any covenants of this Agreement, other than the covenants to pay rentals, fees and charges when due, and the covenants to provide required evidence of insurance coverage.

(B) The conduct of any business, the performance of any service, or the merchandising of any product or service not specifically authorized herein by the Lessee.

12.04 Immediate Termination: Should a lien filed against the leasehold interest of the Lessee and not be removed within a reasonable time shall constitute a default by the Lessee and this Agreement shall permit Lessor to terminate this lease immediately, effective as of the date of Lessee's receipt of notice thereof.

12.05 Actions at Termination:

(A) The Lessee shall vacate, quit, surrender up and deliver the Premises to the Lessor on or before the termination date of this Agreement, whether by lapse of time or otherwise. If title of the Improvements on the Development Phase is in the name of the Lessee at the time of Termination, and if directed by the Lessor, the Lessee shall demolish all Improvements on the Premises and remove all debris at its costs. Lessee shall conduct any required demolition in accordance with the code and regulatory requirements in effect at the time. If not directed to demolish the Improvements, the Lessee shall surrender the Premises in the condition required under Article 5 (Maintenance Responsibilities of Lessee and Lessor) herein with all repairs for which the Lessee is responsible shall be completed prior to surrender and shall execute appropriate documents confirming that title to such Improvements in Lessee's name has been transferred to Lessor. In no event shall Lessor be required to pay any compensation or reimbursement to Lessee for such transfer of title. On or before the termination date of this Agreement, the Lessee shall remove all of its personal property from the Premises; provided, however, that if immediate termination occurs under Article 12.04, Lessee shall be allowed up to five calendar days from the receipt of notice of termination to remove such personal property.

(B) If the Lessor advises the Lessee that it has reason to believe that any hazardous substance or environmental contaminant has been released within the Premises or into the ground under the Premises, then the Lessee at its expense shall retain an approved environmental consultant to perform whatever environmental assessment may be required to determine the extent of such release. The Lessee shall comply with the recommendations and conclusions of such consultant regarding environmental clean-up efforts that may be required, and shall comply with any other clean-up requirements imposed on the Lessee by Federal, State or County laws, regulations or codes. If no hazardous substance or environmental contaminate is found, the Lessor shall reimburse Lessee for cost of the environmental assessment.

(C) In the event of termination for default, the Lessor shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the Agreement, the following amounts as damages: (1) the reasonable costs of re-entry and re-leasing including without limitation the cost of any clean up, alteration, repair, maintenance, refurbishment, removal of personal property and fixtures of the Lessee, or any other expense occasioned by failure of the Lessee to quit the Premises upon termination and to leave them in the required condition, any remodeling costs, attorneys fees, court costs, and expenses of litigation through all levels of legal proceedings; and (2) the loss of reasonable rental value from the date of default until a new tenant has been secured.

12.06 Right to Show Premises: At any time within six months of the scheduled expiration date of this Agreement or anytime after the Lessee has been given notice of termination or default, pursuant to Article 12 (Termination) hereof, the Lessor shall have the right to enter on the Premises for the purposes of showing the Premises to prospective tenants or users during regular business hours.

12.07 Other Terminations: This Agreement shall be subject to termination by the Lessor or the Lessee in the event of any one or more of the following:

(A) This Agreement shall be automatically terminated upon the abandonment by the Lessee of the Premises or the voluntary discontinuance of operations at the Airport for any period of time exceeding 15 consecutive calendar days, unless such abandonment or discontinuance has been caused by strike, labor disturbance, Act of God, civil disturbance or governmental order that prevents the Lessee's use of the Premises for the purposes authorized in Article 2 (Use of Premises). The Lessee shall remain fully responsible for all rental and other payments due during any period of abandonment prior to termination pursuant to this Article 12.07.

(B) The lawful assumption by the United States Government or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part of parts thereof, in such a manner as to substantially restrict the Lessee from operating therefrom for a period in excess of ninety (90) consecutive days, provided that nothing contained herein shall be deemed to constitute a waiver by the Lessee of any right it may have against the United States for just compensation in the event of any such assumption.

(C) The issuance by any court of competent jurisdiction of any injunction in any way substantially preventing or restraining the use of the Airport, and the remaining in force of such injunction for a period in excess of ninety (90) days. In the event of termination for such reason, Lessee's exclusive remedy shall be termination or reinstatement of this lease by the County, at its sole discretion, for a period of time equal to the number of days that the injunction was in effect in excess of said ninety (90) days.

12.08 Habitual Default: Notwithstanding the foregoing, in the event that the Lessee has frequently, regularly or repetitively defaulted in the performance of or breach any of the terms, covenants and conditions required herein, to be kept and performed by the Lessee, on five (5) occasions regardless of whether the Lessee has cured each individual condition of breach or default as provided for in Sub-Article 12.01 (Payment Default), Sub-Article 12.02 (Insurance Defaults), and Sub-Article 12.03 (Other Defaults) above, the Lessee shall be determined by the Airport Manager to be an "habitual violator". At the time that such determination is made the Department shall issue to the Lessee a written notice, advising of such determination and citing the circumstances thereof. Such notice shall also advise the Lessee 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 County may terminate this Agreement upon the giving of written notice of termination to the Lessee, such termination to be effective upon the seventh (7th) day following the date of receipt thereof and all payments due hereunder shall be payable to said date, and the Lessee shall have no further rights hereunder. Immediately upon receipt of said termination, the Lessee shall discontinue its operations at the Airport and proceed to remove all its personal property in accordance with Sub-Article 12.05 (Actions at Termination) hereof.

ARTICLE 13
Nondiscrimination

13.01 Equal Employment Opportunity: The Lessee shall not discriminate against any employee or applicant for employment because of age, sex, race, color, religion, marital status, place of birth or national origin, ancestry, nor in accordance with the Americans' with Disabilities Act, discriminate against any otherwise qualified employee or applicant for employment with disabilities who can perform

the essential functions of the job with or without reasonable accommodations. The Lessee shall take affirmative actions to ensure that applicants are employed and that employees are treated during their employment without regard to age, sex, race, color, religion, marital status, place of birth or national origin, ancestry or disability. Such actions include, but are not limited to, the following: Employment, upgrading, transfer or demotion, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training including apprenticeship. The Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the County setting forth provisions of this Equal Employment Opportunity clause. The Lessee shall comply with all applicable provisions of the Civil Rights Act of 1964, Executive Order 11375, revised Order No. 4 of December 1, 1971, as amended, the Americans with Disabilities Act, the Age Discrimination Act effective June 12, 1968, the rules, regulations and relevant orders of the Secretary of Labor, Sections 112.042 and 112.043, Florida Statutes 2002 and Article 3 and 4 of Section 11A-23 of the Miami-Dade County Code, as such provisions may be amended from time to time.

13.02 Nondiscriminatory Access to Premises and Services: The Lessee, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the ground of race, color, sex, national origin or ancestry or disability shall be excluded from participating in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds or race, color, sex, national origin or ancestry shall be excluded from participation, denied the benefits of, or otherwise be subjected to discrimination; and (3) that the Lessee shall operate hereunder in compliance with the Americans with Disabilities Act , 42 U.S.C. 12101 and 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, Nondiscrimination 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.

13.03 Breach of Nondiscrimination Covenants: In the event it has been determined that the Lessee has breached the nondiscrimination covenants contained in Article 13.01 (Equal Employment Opportunity) and 13.02 (Nondiscriminatory Access to Premises and Services) above, pursuant to the complaint procedures contained in the applicable Federal Regulations, and the Lessee fails to comply with the sanctions and/or remedies, which have been prescribed, the Lessor shall have the right to terminate this Agreement pursuant to Article 12.03 (Other Defaults) hereof.

13.04 Nondiscrimination: During the Performance of this Agreement, the Lessee agrees that it shall, in all solicitations or advertisement for employees placed by or on behalf of the Lessee, state that all qualified applicants will receive consideration for employment without regards to age, sex, race, color, religion, marital status, place of birth or national origin, ancestry, physical handicap or disability.

The Lessee shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to Lessee's books, records, accounts by the county and Compliance Review Agencies for purposes of investigation to ascertain compliance with such rules, regulations and orders. In the event of the Lessee's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, and orders, this Agreement may be cancelled, terminated, or suspended in whole or in part in accordance with Article 12.03 (Other Defaults) hereof and the Lessee may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375 and such sanctions as may be imposed and remedies invoked as provided

in Executive Order 11246 as amended or by rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

The Lessee will include Sections 13.01 and 13.02 of this Article in contracts in excess of $10,000.00 unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, so that such provisions will be binding upon each sub-vendor. The Lessee shall take such action with respect to any subcontract as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Lessee becomes involved in, or is threatened with, litigation with a sub-vendor as a result of such direction by the County or by the United States, the Lessee may request the United States to enter into such litigation to protect the interest of the United States.

13.05 Disability Non-Discrimination Affidavit: By entering into this Agreement with the Lessor and signing the Disability Nondiscrimination Affidavit, the Lessee attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related acts) of Miami-Dade County Resolution No. R-3855-95. If the Lessee or any owner, subsidiary or other firm affiliated with or related to the Lessee is found by the Court or by a responsible enforcement officer of the County to be in violation of the Act or the Resolution, such violation shall render this Contract terminable in accordance with Article 12.03 (Other Defaults) hereof. This lease may be rendered void by the Lessor if the Lessee submits a false affidavit or the Lessee violates the Act or the Resolution during the term of this Agreement, even if the Lessee was not in violation at the time it submitted its affidavit.

ARTICLE 14
Security and Special Provisions

14.01 Security: The Lessee acknowledges and accepts full responsibility for the security and protection of the Premises, any improvements thereon, its equipment and property on the Airport. The Lessee fully understands and acknowledges that any security measures deemed necessary by the Lessee for the protection of said Premises, equipment and property shall be the sole responsibility of the Lessee and shall involve no cost to the Lessor. The Lessee further understands and acknowledges that it may be required to alter security measures as may be dictated from time to time by Federal, State, local or departmental mandate and that the cost of execution of such mandate may be at the sole expense of the Lessee.

14.02 Right of Flight: There is hereby reserved to the County, its successors and assigns, for the use and benefit of the County and the public, a right of flight for the passage of aircraft in the air space above the surface of the Premises herein leased, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said air space or landing at, taking off from or operating on the Airport.

14.03 Height Restrictions: The Lessee expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the leased Premises to such a height so as to comply with Federal Aviation Regulations, Part 77 and with the Code of Miami-Dade County, whichever is more restrictive.

14.04 Alcohol and Drug Testing: The Lessee acknowledges that the County, as a public agency sponsor under the provisions of the Airport and Airway Improvement Act of 1982, as amended, has the obligation to establish a drug free workplace and to establish policies and programs to ensure airport safety and security. The Lessee acknowledges that the Department, on behalf of the County,

has the right to require users of the Airport (including all Lessees, Permittees, and licensees) to establish reasonable programs to further the achievement of the obligations described herein. Accordingly, the Lessee shall establish programs for pre-employment alcohol and drug screening for all candidates for employment at the Airport and for the same or similar screening based on a reasonable suspicion that an employee, while on duty at the Airport, may be under the influence of alcohol or drugs. The Lessee shall make reasonable good faith efforts to negotiate amendments to any existing contract(s), which may serve as a bar to the Lessee's implementation of its obligations hereunder.

14.05 Drug-Free Workplace Default: The Lessee acknowledges it has provided to the Lessor a Drug-Free Workplace Affidavit certifying that it is providing a drug-free workplace for its employees, as required by County Ordinance No. 92-15, adopted on March 17, 1992, as such may be amended from time to time ("Ordinance"). Based on the provisions of said Ordinance, the Lessor shall have the right, upon thirty (30) days written notice to the Lessee, to terminate this Agreement in the event the Lessee fails to provide, as of each anniversary of the effective date of this Agreement, the annual re-certification affidavit as required by the Ordinance; provided, however, that such termination shall not be effective if the Lessee submits the required Affidavit within the notice period.

Further, this Agreement shall be terminated upon not less than fifteen calendar days written notice to the Lessee and without liability to the Lessor, if the Lessor determines any of the following:

(A) That the Lessee has made a false certification in its execution of the Affidavit submitted or in its annual re-certification as required by the Ordinance;

(B) That the Lessee has violated its original or renewal certification by failing to carry out any of the specific requirements of the Ordinance, other than the annual re-certification; or

(C) That such a number of employees of the Lessee has been convicted of violations occurring in its workplace(s) as to indicate that the Lessee has failed to make a good faith effort to provide a drug-free workplace as required by the Ordinance.

ARTICLE 15
Employees

15.01 Control of Employees: The Lessee shall properly control the actions of its employees at all times that 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.

15.02 Employee Covenants Violations: In the event the Lessee is in default of the covenants in Article 15.01 (Control of Employees) for failure to properly control its employees, the Lessee understands that the Lessor shall have the right to require the Lessee to take immediate action to correct the discrepancy.

ARTICLE 16
Civil Actions

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 appropriate courts of the State of Florida.

16.02 Notice of Commencement of Civil Action: In the event that the Lessor or the Lessee commences a civil action where such action is based in whole or in part on an alleged breach of this Agreement, the Lessor and the Lessee agree that service of process shall be made pursuant to the rules of civil procedure in the court in which the action has been filed.

16.03 Registered Office/Agent; Jurisdiction: Notwithstanding the provisions of Article 16.02 (Notice of Commencement of Civil Action), and in addition thereto, the Lessee, if a corporation, shall designate a registered office and a registered agent, as required by Section 48.091, Florida Statutes, such designations to be filed with the Florida Department of State in accordance with Section 607.0501, Florida Statutes. If the Lessee 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 an 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, by and between the County and the JPMorgan Chase Bank as Trustee and Wachovia Bank, National Association, as Co-Trustee, (the "Trust Agreement") which Trust Agreement is incorporated herein by reference thereto, shall prevail and govern in the event of any conflict or 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 is available for inspection in the offices of the Department during normal working hours.

17.02 Adjustment of Terms and Conditions: If, at any time during the term of this Agreement, a court or Federal Agency 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 County by the Lessee or by other Lessees under other Agreements of the County for the Lease or use of facilities used for similar purposes, are unjustly discriminatory, the County 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 County shall determine is necessary and reasonable so that the rentals, fees and charges payable by the Lessee and others shall not thereafter be unjustly discriminatory to any user of like facilities 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 County has modified the terms and conditions of this Agreement, including any adjustment of the rentals, fees and charges required to be paid to the County pursuant to this provision, this Agreement shall be amended to incorporate such modification of the terms and conditions including the adjustment or rentals, fees and charges upon the issuance of written notice from the Department to the Lessee.

17.03 Lessee Right to Terminate: In the event the terms and conditions of this Agreement, including the rentals, fees and charges payable hereunder, have been substantially modified pursuant to Article 17.02 (Adjustment of Terms and Conditions) above, the Lessee at any time within one year following the effective date of such modification, may terminate this Agreement by giving 90 days written notice to the County, without liability by either party to the other.

ARTICLE 18
Rights Reserved to the Lessor

18.01 Rights Reserved: Rights not specifically granted the Lessee by this Agreement are reserved to the Lessor.

18.02 Rights of Lessor at Airport: The County shall have the absolute right, without limitation, to make any repairs, alterations and additions to any structures and facilities at the Airport. The County shall, in the exercise of such right, be free from any and all liability to the Lessee for business damages occasioned during the making of such repairs, alterations and additions, except those occasioned by the sole active negligence of the County, its employees, or agents.

18.03 Rights to be Exercised by Department: Wherever in this Agreement rights are reserved to the Lessor or County, such rights may be exercised by the Department.

18.04 Right to Regulate: Nothing in this Agreement shall be construed to waive or limit the governmental authority of the County, as a political subdivision of the State of Florida, to regulate the Lessee or its operations. Notwithstanding any provision of this Agreement, nothing herein shall bind or obligate the County, the Zoning Appeals Board, the Building and Zoning Department (as it may be renamed from time to time), the Planning Department, or any department, board or agency of the County, to agree to any specific request of Lessee that relates in any way to the regulatory or quasi-judicial power of the County; and the County shall be released and held harmless by Lessee from any liability, responsibility, claims, consequential damages or other damages, or losses resulting from the denial or withholding of such requests; provided, however, that this provision shall not preclude any appeal from County action wherein the sole remedy sought is reversal of the County's action or injunctive relief; nor shall it preclude any action based on the County's bad faith, capricious behavior or arbitrary action.

ARTICLE 19
Agreement Subject to Rights of U.S. Government

19.01 In the event the Government shall take over the use of the Airport, and such use by the Government shall not materially restrict or hamper the Lessee in its operations, the Lessee shall remain in possession of said Premises and shall continue to pay the rentals, fees, and charges specified herein to be paid.

19.02 Federal Subordination: This Agreement shall be subordinate to the provisions of any existing or future agreements between the County 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, or assumption of control by, the United States of America shall be suspended.

ARTICLE 20
Other Provisions

20.01 No Representation as to Condition of the Premises: The Lessor makes no representation, warranty, guarantee, or averment of any nature whatsoever concerning the physical

condition of the Premises, and it is agreed that Lessor will not be responsible for any loss, damage or costs which may be incurred by the Lessee by reason of any such physical condition.

20.02 Headings: Any headings preceding the text of any articles, paragraphs or sections of this Agreement shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

20.03 Notices: All notices required or permitted to be given under the terms and provisions of this Agreement by either party to the other shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, to the parties as follows:

As to the Lessee:

Vice President
Corporate Real Estate
American Airlines, Inc.
MD5317
4333 Amon Carter Boulevard
Fort Worth, TX 76155

With a copy to:

Senior Principal
Corporate Real Estate
American Airlines, Inc.
PO Box 10007
Lambert International Airport
St. Louis, MO 63145

As to the Lessor:

Aviation Director
Miami-Dade Aviation Department
PO Box 025504
Miami, Florida 33102-5504

With a copy to:

County Attorney's Office
PO Box 025504
Miami, Florida 33102-5504

or to such other address as may hereafter be provided by the parties in writing. Notices by registered or certified mail shall be deemed received on the delivery date indicated by the U.S. Postal Service on the return receipt. Hand delivered notices shall be deemed received by the Lessee when presented to the local management representative of the Lessee.

20.04 Interference: The Lessee further expressly agrees to prevent any use of the Premises, which would interfere with or adversely affect the operation or maintenance of the Airport or otherwise constitute an Airport hazard.

20.05 Authorized Uses Only: The Lessee shall not use or permit the use of the Premises or the Airport for any illegal or unauthorized purpose or for any purpose which would increase the premium rates paid by the County on, or invalidate, any insurance policies of the County or any policies of insurance written on behalf of the Sub-Lessor or Lessee under this Agreement.

20.06 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.

20.07 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 are severable.

20.08 Inspections: The authorized employees and representatives of the County and of any applicable Federal or State agency having jurisdiction hereof shall have the right of access to the Premises at all reasonable times for the purposes of inspection to determine compliance with the provisions of this Agreement. This right of inspection shall impose no duty on the County to inspect and shall impart no liability upon the County should it not make any such inspections.

20.09 Payment of Taxes: The Lessee shall pay all taxes and other costs lawfully assessed against its leasehold interests in the Premises, its improvements and its operations under this Agreement; provided, however, the Lessee shall not be deemed to be in default of its obligations hereunder for failure to pay such taxes pending the outcome of any legal proceedings instituted to determine the validity of such taxes. Failure to pay the taxes upon the adverse ultimate conclusion of such legal proceedings against the Lessee shall constitute a default.

20.10 Quiet Enjoyment of Others: The Lessee shall control the actions of its employees, agents, invitees and those doing business with it, so as to not unreasonably annoy, disturb or be offensive to others and to provide the service hereunder so as to not unreasonably create a nuisance or thing which may disturb the quiet enjoyment of any other users of the Airport.

20.11 No Waiver: There shall be no waiver of the right of either party 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 either party, unless such waiver is explicitly made in writing by the other party. Any previous waiver or course of dealing shall not affect the right of either party to demand strict performance of the provisions, terms and covenants of this Agreement with respect to any subsequent event or occurrence of any subsequent breach, default or non-performance hereof by the other party.

20.12 Radon Disclosure: In accordance with Chapter 404.056, Florida Statutes, the following disclosure is hereby made:

> Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, 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.

20.13 Destruction of Premises: In the event the Premises shall be destroyed or so damaged or injured by fire, windstorm, flood or other casualty (and in each such event the Lessee was not at fault in whole or in part) during the life of this Agreement and any portion of are rendered untenable, the County shall have the right, but not the obligation, to render said Premises or damaged portion thereof tenantable by repairs completed within a reasonable period of time.

(A) Total Destruction: In the event the County elects not to render the Premises tenantable, if destroyed or damaged in their entirety, the Lessee shall be so notified in writing by the Department, and this Agreement shall be deemed terminated as of the date of the casualty. In such event, the Department shall endeavor to find adequate replacement premises for the Lessee in existing facilities on the Airport.

(B) If the damaged portion of the Premises is not rendered tenantable by the County within a reasonable period of time, and the Lessee shall determine that: 1) the loss of the damaged portion of the Premises shall have a materially adverse impact on the ability of the Lessee to utilize the Premises for the purposes described in Article 2; or 2) would require the Lessee to obtain other space off the Premises in order to substantially conduct the operations of the Lessee originally conducted within the Premises, then, in either such event, upon written notice to the County, the Lessee may cancel this Agreement as of a date which shall be not later than three months from the giving of such notice, if the repairs are not completed within 90 days following such written notice of intent to cancel, or if the repairs cannot be reasonably completed within such 90-day period and the County has not commenced repairs within such time. In the event of cancellation, the rent for the untenable portion of the Premises shall be paid only to the date of such fire, windstorm, flood, or other casualty. If the Agreement is not canceled following any such casualty, the rent shall be abated as to the portion of the Premises rendered untenable.

If the casualty was caused in whole or in part by the Lessee, its officers, employees, agents, contractors or trespassers, then the Lessee shall not have the right to terminate this Agreement and shall be responsible under other provisions of this Agreement for payment to the County of all damage to the Premises, plus the loss of rentals attributable to the damaged or destroyed premises.

20.14 Quiet Enjoyment: Subject to the terms of this Agreement, specifically including but not limited to the environmental remediation steps to be taken under Article 8 (Environmental Compliance) Lessor's right and obligation to make certain repairs, alterations, and additions under Articles 5 (Maintenance Responsibilities by Lessee and Lessor) and 18.02 (Rights of Lessor at Airport), which, for purposes of this clause includes any and all demolition, in whole or in part, of buildings and runways, and roadway systems on or off the Airport, and the reservation of easement rights to the airspace under Article 14.02 (Right of Flight), all of which provisions and others in the Agreement the Lessee acknowledges may cause disruption and disturbance to the Lessee, and upon the observance by the Lessee of all the terms, provisions, covenants and conditions imposed upon the Lessee hereunder, the Lessee shall peaceably and quietly hold and enjoy the Premises for the term of this Agreement; provided, however, that the Lessor shall not be liable for any violation of this clause or for any disturbance or disruption in or to the Lessee's business, for acts or omissions of tenants, users of the Airport, third parties, or when any department or agency of the Lessor is acting in its governmental capacity, or by Acts of God.

20.15 Definition of Day: For the purposes of this Agreement, except where otherwise expressly set forth in this Agreement and the Schedules, "days" shall mean all days except Saturday, Sunday, and official County holidays.

20.16 Interpretation of Agreement: This Agreement is the result of negotiation between the parties hereto and has been typed/printed by one party for the convenience of both parties, and the parties covenant that this Agreement shall not be construed in favor of or against any of the parties hereto. Nothing in this lease agreement shall, or be intended to, alter or delete the obligations and the

rights of the parties under (i) the Lease, Construction and Financing Agreement" approved by the County in Resolution No. R-1367-95, as well as all amendments thereto, and (ii) the various agreements entered into between the parties relating to the North Terminal Development Project and the construction and use of such project, and the terms of all such aforesaid agreements shall supersede any of the terms of this EBS lease agreement to the extent of any conflict therewith.

20.17 Force Majeure: The terms and conditions of this Agreement (with the exception of the obligation of the Lessee to pay the amounts required by the terms of this Agreement) shall be subject to "Force Majeure." Neither the County nor the Lessee shall be considered in default in the performance of its obligations hereunder, if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, strike, lock-out, epidemic, fire, wind, flood, hurricane, tornado, lightning, wind damage, or because of any law, order, proclamation, regulation or ordinance of any government or of any subdivision thereof or because of any act of good or any other cause whether of similar or dissimilar nature beyond the reasonable control of the party affected, provided that notice of such force majeure is given by the affected party to the other within ten (10) days of the beginning of said force majeure. Should one or both of the parties be prevented from fulfilling their contractual obligations by a state of force majeure lasting continuously for a period of six (6) months, the parties shall consult with each other regarding the future implementation of this Agreement.

20.18 Entirety of Agreement: The parties hereto agree that this Agreement sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except as may be specifically authorized herein or by written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials as of the date first above written.

BOARD OF COUNTY COMMISSIONERS
OF MIAMI-DADE COUNTY, FLORIDA

By: _____
County Manager

ATTEST: Harvey Ruvin, Clerk

By: _____
Deputy Clerk
(SEAL)

AMERICAN AIRLINES, INC.

BY: _____
LAURA A. EINSPANIER
Vice President
Corporate Real Estate
Print Name & Title

ATTEST:
_____
Corporate Secretary

Kenneth W. Wimberly
Corporate Secretary
Print Name

Exhibit A

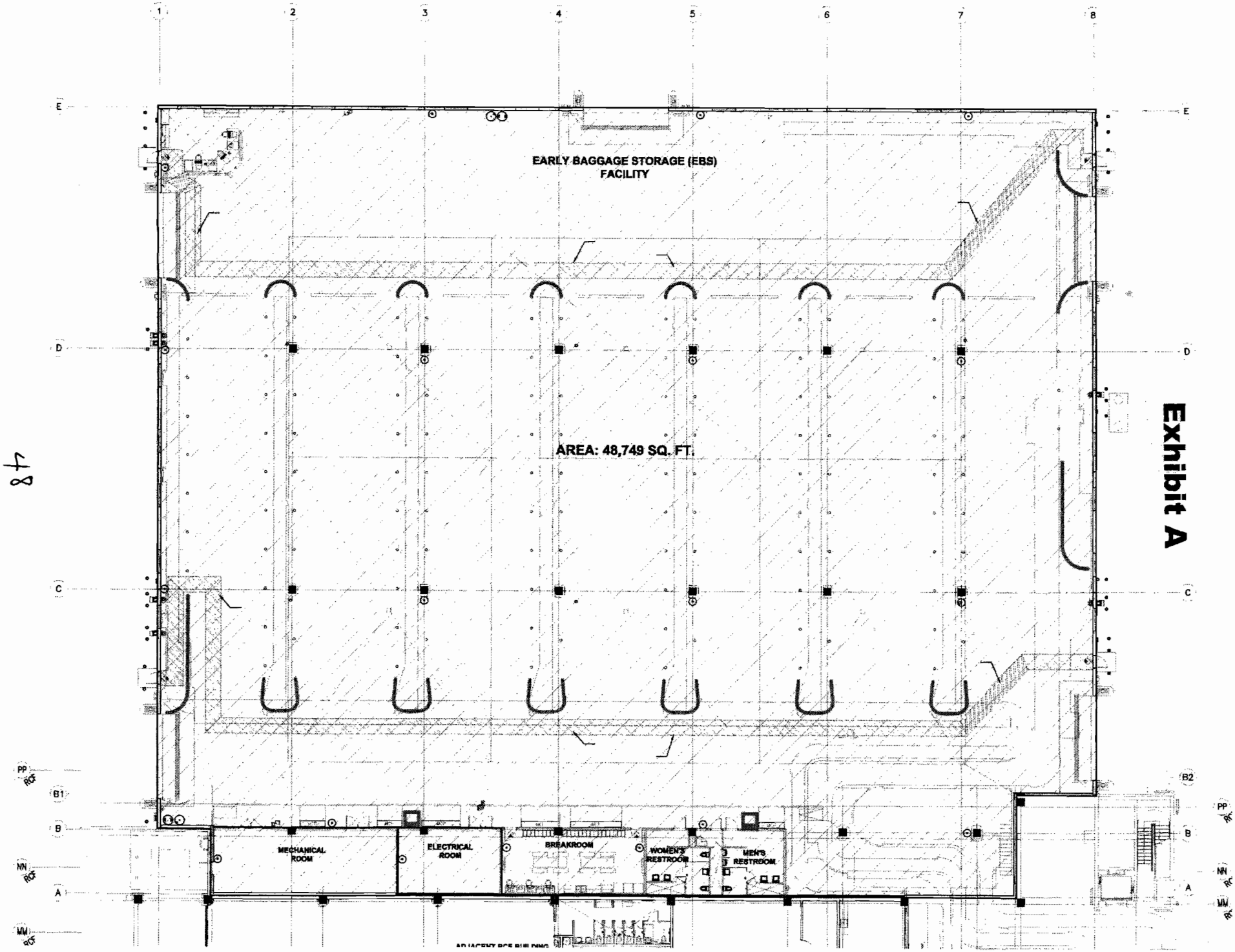
EARLY BAGGAGE STORAGE (EBS)
FACILITY
AREA: 48,749 SQ. FT.
MECHANICAL ROOM
ELECTRICAL ROOM
BREAKROOM
WOMEN'S RESTROOM
MEN'S RESTROOM
1
2
3
4
5
6
7
8
E
D
C
B1
B
A
B2

EXHIBIT K

Schedule 8 for Terminal (Concourses A - J) at Miami International Airport

Doc ID	Report Date	Report Name	Prepared By
E00037	01-Aug-94	CONTAMINATION ASSESSMENT REPORT□Concourse A□Miami International Airport□Miami, Florida	BBL
E00038	03-Jan-95	REVISED CONTAMINATION ASSESSMENT REPORT□Concourse A□Miami International AirporT□Miami, Florida	BBL
E00039-1	01-Aug-95	REMEDIAL ACTION PLAN - PHASE I□ADDENDUM□Concourse A□Miami Iternational Airport□Dade County, Florida	BBL
E00041	03-Jan-95	CONTAMINATION ASSESSMENT□REPORT□CONCOURSE B□VOLUME I	BBL
E00042	03-Jan-95	CONTAMINATION ASSESSMENT□REPORT□CONCOURSE B□VOLUME II	BBL
E00043	03-Jan-95	CONTAMINATION ASSESSMENT□CONCOURSE B□VOLUME III	BBL
E00044	01-Jun-95	CONTAMINATION ASSESSMENT REPORT□ADDENDUM□Concourse B□Miami International Airport□Miami, Florida	BBL
E00045	26-Oct-94	CONTAMINATION ASSESSMENT REPORT□DADE COUNTY AVIATION DEPARTMENT□CONCOURSE B-C AREA□MIAMI INTERNATIONAL AIRPORT□MIAMI, DADE COUNT	ATC
E00046	21-Nov-94	CONTAMINATION ASSESSMENT□REPORT AMENDMENT□DADE COUNTY AVIATION DEPARTMENT CONCOURSE B-C AREA□MIAMI INTERNATIONAL AIRPORT□MIAMI,	ATC
E00047	23-Mar-95	REVISED CONTAMINATION ASSESSMENT REPORT□Dade County Aviation Department□Miami International Airport□B-C Concourse Area□Miami, Dade County, Florida	ATC
E00048	14-Jun-94	REMEDIAL ACTION PLAN VOL. I□Dade County Aviation Department□Miami International Airport□B-D Concourse Area□Miami, Dade County, Florida	ATC
E00049	24-Oct-94	REMEDIAL ACTION PLAN VOL. II□Dade County Aviation Department□Miami International Airport□B-D Concourse Area□Miami, Dade County, Florida	ATC
E00050-2	30-Jun-94	CONCOURSE C PROPOSED LUGGAGE SHED LOCATION□PREREMEDIATION ASSESSMENT REPORT□MIAMI INTERNATIONAL AIRPORT□MIAMI, DADE COUNTY, FLORI	ATC
E00050-4	01-Aug-94	MIA RAP IMPLEMENTATION□AT CONCOURSE "C"□PHOTO LOG□OHM PROJECT NO. 18254□DCAD WORK□ORDER NO. 040-55-OHM	OHM
E00053	01-Feb-94	CONTAMINATION ASSESSMENT REPORT□DADE COUNTY AVIATION DEPARTMENT□C-D WRAP AREA□MIAMI INTERNATIONAL AIRPORT□MIAMI, DADE COUNTY, FLOF	ATC
E00054	22-Feb-94	CONTAMINATION ASSESSMENT REPORT□DADE COUNTY AVIATION DEPARTMENT□C-D WRAP AREA□MIAMI INTERNATIONAL AIRPORT□MIAMI, DADE COUNTY, FLOF	ATC
E00055-1	03-Jun-94	CONTAMINATION ASSESSMENT REPORT□DADE COUNTY AVIATION DEPARTMENT□C-D WRAP AREA□MIAMI INTERNATIONAL AIRPORT□MIAMI, DADE COUNTY, FLOF	ATC
E00055-3	23-Nov-94	REMEDIAL ACTION PLAN AMENDMENT□Dade County Aviation Department□Miami International Airport□Concourse C - D Area□Miami, Dade County, Florida	ATC
E00055-4	16-Sep-95	Response To DERM's Comments of□Revised RAP□Concourse C-D□Miami International Airport□Miami, Dade County, Florida□ATEC Project No. 70-07-94-00119	ATC
E00062	28-Oct-93	Final Pilot Study Work Plan for□Remedial Action Plan Development at□Concourse E,□Miami International Airport	CDM
E00065	31-Dec-93	Remedial Action Plan for□Concourse E□Miami International Airport□Volume I - RAP□ADDENDUM	CDM
E00066	31-Dec-93	Remedial Action Plan for□Concourse E □Miami International Airport□Volume II - Appendices	CDM
E00067	31-Jan-94	CONCOURSE E□MIAMI INTERNATIONAL AIRPORT□REMEDIAL ACTION PLAN□AND□REMEDIAL ACTION PLAN ADDENDUM	DAC
E00068	31-Jan-94	Remedial Action Plan for□Concourse E□Miami International Airport□Volume I - RAP	CDM
E00073	04-Aug-95	CONCOURSE E□MIAMI INTERNATIONAL AIRPORT□FIRST QUARTERLY REMEDIAL ACTION STATUS REPORT	OHM
E00074	07-Sep-95	REMEDIAL ACTION PLAN MODIFICATION NO. 3□CONCOURSE E□MIAMI INTERNATIONAL AIRPORT	OHM
E00075	23-Oct-95	CONCOURSE E□Miami International Airport□2ND QUARTERLY REMEDIAL ACTION□STATUS REPORT	OHM
E00077	19-Jul-96	CONCOURSE E□Miami International Airport□THIRD QUARTER REMEDIAL ACTION□STATUS REPORT	OHM
E00080	20-Oct-93	Final Pilot Study Work Plan for□Remedial Action Plan Development at□Concourse F,□Miami International Airport	CDM
E00081	31-Dec-93	Remedial Action Plan for□Concourse F□Miami International Airport□Volume I - RAP	CDM
E00082	31-Jan-94	Remedial Action Plan for□Concourse F□Miami International Airport□Volume I - RAP	CDM

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E00083	31-Jan-94	Remedial Action Plan for□Concourse F□Miami International Airport□Volume II - Appendices	CDM
E00085	29-Aug-94	TECHNICAL SPECIFICATIONS FOR THE CONCOURSE F REMEDIAL ACTION PLAN IMPLEMENTATION PROJECT	OHM
E00088	01-Mar-95	QUALITY ASSURANCE/□QUALITY CONTROL PLAN□CONCOURSE F□MIAMI INTERNATIONAL AIRPORT□MIAMI FLORIDA□Volume I	OHM
E00089	01-Mar-95	QUALITY ASSURANCE/□QUALITY CONTROL PLAN□CONCOURSE F□MIAMI INTERNATIONAL AIRPORT□MIAMI, FLORIDA□Volume II	OHM
E00090	01-Mar-95	QUALITY ASSURANCE/□QUALITY CONTROL PLAN□CONCOURSE F□MIAMI INTERNATIONAL AIRPORT□MIAMI, FLORIDA□Volume III	OHM
E00091	01-Mar-95	START-UP, OPERATION,□AND MAINTENANCE PLAN□CONCOURSE F□MIAMI INTERNATIONAL AIRPORT□MIAMI, FLORIDA□Volume I	OHM
E00092	30-Aug-95	TEMPORARY REMEDIAL ACTION PLAN MODIFICATION□CONCOURSE F□MIAMI INTERNATIONAL AIRPORT	OHM
E00093	12-Dec-96	CONCOURSE F Miami International Airport□FIRST QUARTER REMEDIAL ACTION STATUS REPORT	OHM
E00094-3	04-Apr-94	LIMITED ASSESSMENT REPORT DADE COUNTY AVIATION DEPARTMENT CONCOURSE H APRON MIAMI INTERNATIONAL AIRPORT MIAMI DADE COUNTY, FLORIDA	ATC
E00094-4	30-Jun-95	NOTICE OF REQUIRED TESTING PLAN□Concourse - H□Miami International Airport□Miami, Dade County, Florida□ATEC No. 70-07-94-00052.04	ATC
E00094-5	27-Oct-95	Notice of Required□Testing Completion Report□Concourse H (Gates H6-HIO)□Miami International Airport□Miami, Dade County, Florida□ATEC Project No. 70-07-94-00052.04	ATC
E00283-1	12-Dec-96	CONCOURSE F□MIAMI INTERNATIONAL AIRPORT□SECOND QUARTER REMEDIAL ACTION STATUS REPORT	OHM
E00283-2	03-Feb-97	Concourse C-D SVE System□Optimization and Efficiency Test	OHM
E00320	04-Jun-97	CONCOURSE F□MIAMI INTERNATIONAL AIRPORT□ANNUAL REMEDIAL ACTION STATUS REPORT, YEAR ONE	OHM
E00321	08-Nov-91	CONTAMINATION ASSESSMENT REPORT□MIAMI INTERNATIONAL AIRPORT□CONCOURSE F□VICINITY OF GATES 14-16□MIAMI, FLORIDA□NOVEMBER 1991	ERM
E00335	07-Mar-99	CONCOURSE E□Miami International Airport□YEAR TWO REMEDIAL ACTION STATUS□REPORT	OHM
E00350	06-Jun-95	REPORT OF A PHASE I PRECONSTRUCTION ENVIRONMENTAL ASSESSMENT□NEW COMMUTER TERMINAL SOUTH□Miami International Airport, Miami, Florida	LAW
E00355	01-Aug-96	Miami International Airport Concourse C-D Remedial Action Plan Modification	OHM
E00356	27-Nov-95	90% TECHNICAL SPECIFICATION□Concourse C&D RAP Implementation□Miami International Airport□Miami, Florida	OHM
E00357	28-Aug-97	REMEDIAL ACTION PLAN MODIFICATION NO. 1□CONCOURSE C-D□MIAMI INTERNATIONAL AIRPORT□MIAMI, FLORIDA	OHM
E00377	01-Apr-95	REMEDIAL ACTION PLAN□PHASE I□Concourse A□Miami International Airport□Dade County, Florida	BBL
E00406	25-Mar-98	REVISED ENVIRONMENTAL INVESTIGATION□FOR□CONCOURSE J SOIL STUDY□MIAMI INTERNATIONAL AIRPORT□MIAMI, DADE COUNTY, FLORIDA	LAW
E00409	23-Apr-98	CONCOURSE F□MIAMI INTERNATIONAL AIRPORT□DISCHARGE MONITORING REPORT□JANUARY - MARCH 1998	OHM
E00410	10-Apr-98	SOUTH TERMINAL EXPANSION SOIL STUDY□MIAMI INTERNATIONAL AIRPORT□MIAMI, DADE COUNTY, FLORIDA	LAW
E00434	05-Jul-95	INITIAL REMEDIAL ACTION□SUMMARY REPORT□CONCOURSE C-D WRAP AREA□MIAMI INTERNATIONAL AIRPORT□DCAD PROJECT # 91068M93□ATEC PROJECT # 7(	ATC
E00452	14-Oct-97	ENVIRONMENTAL INVESTIGATION□FOR□CONCOURSE J SOIL STUDY MIAMI INTERNATIONAL AIRPORT□MIAMI, DADE COUNTY, FLORIDA	LAW
E00492	30-Apr-98	CONCOURSE C-D□MIAMI INTERNATIONAL AIRPORT□FIRST QUARTER REMEDIAL ACTION STATUS REPORT□OCTOBER 27,1997 - JANUARY 26,1998	OHM
E00494	16-Sep-98	CONCOURSE J APRON/UTILITY PROJECT□SOIL STUDY□MIAMI INTERNATIONAL AIRPORT	LAW
E00518	02-Aug-99	PRE-CONSTRUCTION ENVIRONMENTAL ASSESSMENT□NORTH TERMINAL DEVELOPMENT PROJECT□CONCOURSES C-D	LAW
E00569	23-Nov-99	PRE-CONSTRUCTION ENVIRONMENTAL ASSESSMENT - NORTH TERMINAL DEVELOPMENT CONCOURSES A-B	LAW
E00570	01-Sep-99	PRE-CONSTRUCTION ENVIRONMENTAL ASSESSMENT□NORTH TERMINAL DEVELOPMENT PROJECT□CONCOURSES B-C□MIAMI INTERNATIONAL AIRPORT□MIAMI-D	LAW
E00571	02-Aug-99	PRE-CONSTRUCTION ENVIRONMENTAL ASSESSMENT□NORTH TERMINAL DEVELOPMENT PROJECT□CONCOURSES C-D	LAW
E00572	23-Nov-99	PRE-CONSTRUCTION EWVIRONMENTAL ASSESSMENT□NORTH TERMINAL DEVELOPMENT PROJECT□CONCOURSES D-E	LAW
E00573	30-Jul-99	PRE-CONSTRUCTION ENVIRONMENTAL ASSESSMENT□NORTH TERMINAL DEVELOPMENT PROJECT□E-REMOTE	LAW

E00574	20-Oct-99	CONCOURSE E□MIAMI INTERNATIONAL AIRPORT□DISCHARGE MONITORING REPORT□JULY 1999 - SEPTEMBER 1999	OHM
E00575	12-Jan-00	Limited Assessment Report□Baseline Groundwater Sampling□Concourse F, Miami International Airport□Miami, Florida□FDEP Facility No. 139046224□FDEP Work Order No. 2000	OHM
E00577	30-Aug-99	NORTH TERMINAL DEVELOPMENT PROJECT - DATA COMPILATION AND EVALUATION	LAW
E00649	18-Jun-99	CONCOURSE E□MIAMI INTERNATIONAL AIRPORT□YEAR 3 ANNUAL REMEDIAL ACTION STATUS□REPORT	OHM
E00657	13-Nov-00	Site Assessment Report Addendum□Concourse H□Miami International Airport□UT-4522 File-10419	EA
E00690	01-Sep-99	CONCOURSE J PHASE II SOIL EXCAVATION□MIAMI INTERNATIONAL AIRPORT□MIAMI-DADE COUNTY AVIATION DEPARTMENT□MIAMI, FLORIDA□TECHNICAL SPECIFI	OHM
E00691	02-Jun-99	CONCOURSE J EXCAVATION WORK PLAN□PHASE II□DEP Facility I.D. No. 139601054□Pre-approved Advance Cleanup - Contract No. PAC098	OHM
E00692	23-Feb-98	CONCOURSE E□MIAMI INTERNATIONAL AIRPORT□DISCHARGE MONITORING REPORT□JANUARY - MARCH 1997	OHM
E00693	23-Feb-98	CONCOURSE E□MIAMI INTERNATIONAL AIRPORT□DISCHARGE MONITORING REPORT□JULY - SEPTEMBER 1997	OHM
E00694	23-Feb-98	CONCOURSE E□MIAMI INTERNATIONAL AIWORT□DISCHARGE MONITORING REPORT□□OCTOBER - DECEMBER 1997	OHM
E00695	24-Apr-98	CONCOURSE E□MIAMI INTERNATIONAL AIRPORT□DISCHARGE MONITORING REPORT□JANUARY - MARCH 1998	OHM
E00696	12-Aug-98	CONCOURSE E□MIAMI INTERNATIONAL AIRPORT□DISCHARGE MONITORING REPORT□APRIL - JUNE 1998	OHM
E00697	12-Aug-99	CONCOURSE E□MIAMI INTERNATIONAL AIRPORT□DISCHARGE MONITORING REPORT□APRIL 1999 - JUNE 1999	OHM
E00698	01-Dec-99	CONCOURSE E□MIAMI INTERNATIONAL AIRPORT□DISCHARGE MONITORING REPORT□JANUARY 2000 - MARCH 2000	OHM
E00699	06-Aug-99	CONCOURSE E□MIAMI INTERNATIONAL AIRPORT□YEAR 3 ANNUAL REMEDIAL ACTION STATUS REPORT ADDENDUM□8 HOUR SYSTEM PRE-STARTUP RESULTS□FC	OHM
E00707	31-May-00	SOIL ASSESSMENT STUDY□Concourse D□Miami International Airport□Miami Dade County, Florida	OHM
E00807	11-Jul-00	PRE-CONSTRUCTION ENVIRONMENTAL ASSESSMENT ADDENDUM□NORTH TERMINAL DEVELOPMENT□CONCUURSE B-C	LAW
E00917	01-Dec-87	CONCOURSE E HYDROCARBON PROGRAM STATUS REPORT JULY 1987 THROUGH DECEMBER 1987	HNTB
E00945	01-Sep-92	Environmental Audit□Pan American World Airways Main Base□Miami International Airport□September 1992□Table of Contents□Report of Findings□Text Sections 1.0 - 8.0	ERM
E00952	01-Jul-01	Results of Groundwater and Soil Assessment Activities□Concourse F, Miami International Airport Miami-Dade County, Florida	IT
E00963	01-Mar-01	Pre-Construction Assessment Report□Concuurse H-J□Miami International Airport□Miami, Florida	EA
E01111	31-Jul-01	Results of Groundwater and Soil Assesment Activities, Concourse F	IT
E01119	16-Sep-98	CONCOURSE J APRON/UTILITY PROJECT□SOIL STUDY MIAMI INTERNATIONAL AIRPORT□MIAMI-DADE COUNTY, FLORIDA	LAW
E01186	25-Mar-02	Concourse H-J Site Assesment Report	BND
E01280	12-Jul-02	E01280□Miami International Airport□Concourses F-G-H□Environmental Site Assessment□Available On Line	Westhorp & Assoc., Inc.
E01280	12-Jul-02	E01280□Miami International Airport□Concourses F-G-H□Environmental Site Assessment□Available On Line	Westhorp & Assoc., Inc.
E01365	05-Jul-95	E01365 □INITIAL REMEDIAL ACTION□SUMMARY REPORT□CONCOURSE C-D WRAP AREA□MIAMI INTERNATIONAL AIRPORT□DCAD PROJECT # 91068M93□ATEC PRO	ATEC ASSOCIATES, INC.
E01400	27-Oct-95	E01400□Notice of Required□Testing Completion Report□Concourse H (Gates H6-H10)□Miami International Airport□Miami, Dade County, Florida□ATEC Project No. 70-07-94-0005	ATEC ASSOCIATES, INC.
E01414	31-Jan-94	E01414□Dade County□Aviation Department□Remedial Action Plan for□Concourse E□Miami International Airport□Volume I - RAP□ADDENDUM	CDM
E01418	31-Dec-93	E01418□Dade County□Aviation Department□Remedial Action Plan for□Concourse E□Miami International Airport□Volume I - RAP	CDM
E01449	12-Feb-96	E01449□CONCOURSE F□Miami International Airport□FIRST QUARTER REMDIAL ACTION STATUS REPORT	OHM REMED.SERV. CORP.
E01451	31-Dec-93	E01451□DADE COUNTY AVIATION DEPARTMENT REMEDIAL ACTION PLAN FOR CONCOURSE E MIAMI INTERNATIONAL AIRPORT VOLUME II- APPENDICES	CDM
E01478	01-Nov-95	REMEDIAL ACTION PLAN□PHASE I□Concourse B□Areas Adjacent to Ground-Water□Monitoring Wells MW-62 and MW-B10□Miami International Airport□Dade County Aviation D	BBL
E01506	30-Apr-98	E01506□CONCOURSE C-D□MIAMI INTERNATIONAL AIRPORT□FIRST QUARTER REMEDIAL ACTION STATUS REPORT□OCTOBER 27,1997 - JANUARY 26,1998	OHM REMED.SERV. CORP

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E01516	26-Jan-94	E01516□C AND D WRAP- MIA SOIL SAMPLING AND ANALYSIS	RINKER
E01539	11-Jul-00	E01539□PRE-CONSTRUCTION ENVIRONMENTAL ASSESSMENT ADDENDUM NORTH TERMINAL DEVELOPMENT CONCOURSE B-C	LAWGIBB
E01569	23-Nov-99	E01569□PRE-CONSTRUCTION ENVIRONMENTAL ASSESSMENT NORTH TERMINAL DEVELOPMENT PROJECT CONCOURSES A-B	LAWGIBB
E01570	01-Sep-99	E01570□PRE-CONSTRUCTION ENVIRONMENTAL ASSESSMENT□NORTH TERMINAL DEVELOPMENT PROJECT□CONCOURSES B-C	LAWGIBB
E01576	23-Nov-99	E01576□PRE-CONSTRUCTION ENVIRONMENTAL ASSESSMENT NORTH TERMINAL DEVELOPMENT PROJECT CONCOURSE D-E	LAWGIBB
E01586	14-Jun-94	E01586□ATEC Associates, Inc.□REMEDIAL ACTION PLAN VOL. II□Dade County Aviation Department□Miami International Airport□B-D Concourse Area□Miami, Dade County, Flo	ATEC
E01587	15-Jun-95	E01587□REVISED REMEDIAL ACTION PUN VOL. III□Dade County Aviation Department□Miami International Airport□C-D Concourse Area□Miami, Dade County, Florida□ATEC P	ATEC
E01588	24-Oct-94	E01588□REMEDIAL ACTION PLAN VOL. I□Dade County Aviation Department□Miami International Airport□B-D Concourse Area□Miami, Dade County, Florida□ATEC Project Num	ATEC
E01589	15-Jun-95	E01589□REVISED REMEDIAL ACTION PLAN VOL. I□Dade County Aviation Department□Miami International Airport□C-D Concourse Area□Miami, Dade County, Florida□ATEC P	ATEC
E01590	09-Feb-96	E01590□CONCOURSE C-D REMEDIATION SYSTEM INSTALLATION PROJECT□MIAMI INTERNATIONAL AIRPORT□MIAMI, FLORIDA□STORMWATER POLLUTION PREVEN	OHM
E01592	29-Nov-95	E01592□90% TECHNICAL SPECIFICATION --□Concourse C&D RAP Implementation□Miami International Airport□Miami, Florida	OHM
E01593	01-Aug-96	E01593□Miami International Airport Concourse C-D Remedial Action Plan Modification	OHM
E01596	30-Aug-94	E01596□QUALITY ASSURANCE/□QUALITY CONTROL PLAN□CONCOURSE C	OHM
E01597	20-Dec-94	E01597□MIA RAP IMPLEMENTATION□AT CONCOURSE "C"□PHOTO LOG□OHM PROJECT NO. 16254□DCAD WORK□ORDER NO. 040-55-OHM	OHM
E01598	28-Aug-97	E01598□REMEDIAL ACTION PLAN MODIFICATION NO. 1□CONCOURSE C-D □MIAMI INTERNATIONAL AIRPORT□MIAMI, FLORIDA	OHM
E01609	28-Aug-97	E01609□REMEDIAL ACTION PLAN MODIFICATION NO. 1□CONCOURSE C-D□MIAMI INTERNATIONAL AIRPORT□MIAMI, FLORIDA	OHM
E01610	03-Feb-97	E01610□Concourse C-D SVE System□Optimization and Efficiency Test	OHM
E01631	01-Jun-95	E01631□CONTAMINATION ASSESSMENT REPORT□ADDENDUM□Concourse B□Miami InternatiOnal Airport	BBL
E01632	01-Aug-95	E01632□REMEDIAL ACTION PLAN - PHASE I□ADDENDUM□Concourse A□Miami International Airport□Dade County, Florida	BBL
E01633	25-Aug-95	E01633□Dade County Aviation Department,□Miami International Airport□Concourse B CARA, Response to□July 10 Meeting	BBL
E01634	01-Apr-95	E01634□REMEDIAL ACTION PLAN□PHASE I	BBL
E01635	01-Sep-94	E01635□INITIAL REMEDIAL□ACTION REPORT	BBL
E01644	01-Jan-95	E01644□REVISED CONTAMINATION ASSESSMENT REPORT□Concourse A□Miami International AirporT□Miami, FloridA	BBL
E01645	01-Aug-94	E01645□CONTAMINATION ASSESSMENT REPORT□Concourse A□Miami International Airport□Miami, Florida	BBL
E01646	01-Jan-94	E01646□CONCOURSE A APRON□ALTERNATE PROCEDURE FOR□PETROLEUM IMPACTED SOILS□MIAMI INTERNATIONAL AIRPORT	BBL
E01647	01-Mar-95	E01647□REVISED CONTAMINATION ASSESSMENT REPORT□Dade County Aviation Department□Miami International Airport□B-C Concourse Area□Miami, Dade County, Florid	ATEC, INC.
E01648	09-Mar-01	E01648□SOURCE REMOVAL AND HYDRANT LINE CLOSURE REPORT CONCOURCE C-D INFILL AREA□MIAMI INTERNATIONAL AIRPORT□MIAMI, FLORIDA	OHM
E01649	01-Apr-02	E01649□STATUS REPORT for□CONTAMINATED SOIL REMOVAL□January 23,2002 through March 7,2002□North Terminal Development Project□Miami International Airport□Mia	IT
E01650	01-May-02	E01650□STATUS REPORT NO. 2□for□CONTAMINATED SOIL REMOVAL□April 1 through April 30,2002□North Terminal Development Project□Miami International Airport□Miami	IT
E01652	01-Feb-94	E01652□CONTAMINATION ASSESSMENT REPORT□DADE COUNTY AVIATION DEPARTMENT□C-D WRAP AREA□MIAMI INTERNATIONAL AIRPORT□MIAMI, DADE COUN	ATEC
E01653	01-May-94	E01653□INITIAL REMEDIAL ACTION□SUMMARY REPORT□CONCOURSE C-D WRAP AREA□MIAMI INTERNATIONAL AIRPORT□DCAD PROJECT NUMBER 91068M93□AT	ATEC
E01654	01-Jun-94	E01654□CONTAMINATION ASSESSMENT REPORT ADDENDUM□DADE COUNTY AVIATION DEPARTMENT□C-D WRAP AREA□MIAMI INTERNATIONAL AIRPORT□MIAMI,	ATEC
E01655	01-Jun-94	E01655□CONCOURSE C PROPOSED LUGGAGE SHED LOCATION□ALTERNATE PROCEDURE FOR PETROLEUM-IMPACTED SOILS□MIAMI INTERNATIONAL AIRPORT□M	ATEC
E01656	01-Jun-94	E01656□CONCOURSE C PROPOSED LUGGAGE SHED LOCATION□PRE-REMEDIATION ASSESSMENT REPORT□MIAMI INTERNATIONAL AIRPORT□MIAMI, DADE COUN	ATEC

E01657	23-Nov-94	E01657□REMEDIAL ACTION PLAN AMENDMENT□Dade County Aviation Department□Miami International Airport□Concourse C - D Area□Miami, Dade County, Florida	ATEC
E01659	01-Oct-94	E01659□CONTAMINATION ASSESSMENT REPORT□□DADE COUNTY AVIATION DEPARTMENT□CONCOURSE B-C AREA MIAMI INTERNATIONAL AIRPORT□MIAMI, DADE	ATEC
E01659	01-Nov-94	E01659□CONTAMINATION ASSESSMENT REPORT□DADE COUNTY AVIATION DEPARTMENT□CONCOURSE B-C AREA MIAMI INTERNATIONAL AIRPORT□MIAMI, DADE	ATEC
E01660	09-Jul-96	E01660□soil and groundwater sampling events conducted□on June 28 to July 3, 1996, at the Concourse A facility of the Miami international Airport.	Environ. Site Ass, Inc.
E01732	30-Apr-98	E01732□CONCOURSE C-D□MIAMI INTERNATIONAL AIRPORT□FIRST QUARTER REMEDIAL ACTION STATUS REPORT□OCTOBER 27,1997 - JANUARY 26,1998	OHM
E01733	14-Nov-00	E01733□SOIL CRITERIA□MIA CONCOURSE "H"□TERMINAL CONSTRUCTION OVERSIGHT	Environ. Site Ass, Inc.
E01734	27-Mar-96	E01734□SOUTH TERMINAL □CONCOURSE 'J' □SITE-UTILITY AND PAVEMENT □PROJECT BOOK	DAC
E01735	01-Jul-97	E01735□H-J UTILITY AND PAVEMENT PROJECT□DCAD PROJECT NO. B3151A	KUNDE, SPRECHER ET AL.
E01736	30-May-00	E01736□Supplemental Site Assessment Report□Concourse H□Miami International Airport	EA
E01740	01-Mar-02	E01740□CONCOURSE H-J□SITE ASSESSMENT REPORT	BND ENG.
E01741	12-Jul-01	E01741□Miami International Airport□Concourses F-G-H□Environmental Site Assessment	Westhorp & Assoc., Inc.
E01763	11-Oct-01	Operation & Maintenance of□Concourse F Remediation System□Miami International Airport	URS
E01786	31-Jan-97	CONCOURSE F□MIAMI INTERNATIONAL AIRPORT□YEAR 1 QUARTER 3 REMEDIAL ACTION STATUS REPORT	OHM REMED.SERV. CORP.
E01816	06-Apr-95	Concourse E Soil Remediation System Start-up Test□OHM Project No. 16045	OHM REMED.SERV. CORP.
E02059	31-Jan-03	CONCOURSE H-J□LIMITED ASSESSMENT REPORT□ADDENDUM□(TL-10 AREA)□January 2003□BND ENGINEERS, INC.	BND Engineers, Inc.
E02066	12-Jul-02	Miami International Airport□South Terminal Program□Pre-Construction Assessment□EO2066□July 12,2002□AVAILABLE ONLINE	Westhorp & Assoc., Inc.
E02066	12-Jul-02	Miami International Airport□South Terminal Program□Pre-Construction Assessment□EO2066□July 12,2002□AVAILABLE ONLINE	Westhorp & Assoc., Inc.
E02301	12-Jul-02	E02301□Miami International Airport□South Terminal Program□Pre-Construction Assessment□July 12,2002□Prepared for:□MIAMI INTGRNATIONAL AIAPOIIT□P.O. Box 592075□	Westhorp & Assoc., Inc.
E02302	06-Jan-03	EO2302□MIAMI INTERNATIONAL AIRPORT□CONCOURSE H-J□LIMITED ASSESSMENT REPORT □ADDENDUM (TL-10 AREA)□January 2003□BND ENGINEERS, INC.	BND Engineers, Inc
E02906	24-Mar-06	E02906 Limited Contamination Assessment Report Concourse H - Miami International Airport Miami, Florida DERM UT-4522, File 10419 FDEP Facility I.D. No. 139602249	Handex Cons. & Rem SE

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EXHIBIT B

Development Schedule

Construction Permit issued: 4/23/08

Notice to Proceed: 11/3/08

Construction: 11/08 – 7/09

Anticipated Certificate of Occupation: 7/10/09

Phase 2 Utility, Apron work: 6/1/09 – 8/31/09

Phase 1 and Phase 2 Punch List completion: 10/31/09

EXHIBIT Z

LESSEE'S HAZARDOUS MATERIAL LIST

1. _____
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