Memorandum

MIAMI-DADE COUNTY

Date: November 3, 2009

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

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

From: George M Burgess, County Manager

Subject: Resolution Ratifying and Confirming Letter of Understanding and Confirmation of Consent to Assignment of Leases at Miami International Airport

Recommendation

It is recommended that the Board ratify the Aviation Department's consent to the assignment of two leases held by International Cargo Marketing Consultants, Inc. ("ICMC"), doing business as Alliance Air (collectively referred to as "ICMC/Alliance"), as assignor, to Alliance Ground International, LLC ("AGI"), an affiliated company of Cargo Force, Inc. ("CF", and collectively, "CF/Alliance"), as assignee, for cargo facilities in Building 706 and 708 at Miami International Airport ("MIA").

Scope

MIA is located primarily within District Six; however, the impact of this item is county-wide in nature as MIA is a regional asset.

Fiscal Impact/Funding Source

By allowing CF/Alliance to take over the two leases, the past indebtedness of ICMC/Alliance to the Miami-Dade Aviation Department (MDAD) in the amount of $423,584 will be paid and the Aviation Department will be assured of receiving all rental and other payments due from the tenants under the assigned leases. CF/Alliance has paid MDAD $105,896 representing one fourth (25%) of ICMC/ Alliance's outstanding debt to the County. The balance of the debt is in the amount of $317,688, which CF/Alliance has agreed to pay in 24 equal monthly installments of $13,237, with interest computed from applying the then current Prime Interest Rate as of the last day of the month preceding the month in which the payment is made. CF/Alliance shall also pay MDAD any sales taxes that may be due on such payments. CF/Alliance is current in its payments and is fully complying with its payment obligations.

Track Record/Monitor

CF itself is a tenant in good-standing under a separate lease at MIA with an excellent payment record. CF has operated at MIA since 2003. CF cargo handling business includes the importation, storage, marketing and distribution of dry cargo, cut flowers, perishables, and produce. Their cargo lease generates in excess of $400,000 in rental revenues to MDAD. The new tenant of the facilities, AGI, was formed by the principals of CF.

Delegated Authority

The attached resolution delegates to the Mayor or designee the authority to execute all additional documents necessary to effectuate this transaction.

Background

ICMC/Alliance has done business at MIA primarily as a cargo handling Service Company to cargo airlines under the name of "Alliance Air." ICMC/Alliance recently notified MDAD that it is withdrawing from the market and relinquishing its rights to its leased premises in Building 706 and Building 708 at MIA as of March 1, 2009.

CF/Alliance announced that it was willing to assume ICMC/Alliance's interests under the two lease agreements and to continue operating at MIA under a newly-formed affiliated company by the name of "Alliance Ground International, LLC." MDAD agreed to facilitate a seamless reorganization of ICMC/Alliance in which CF/Alliance acquired the former Alliance Air's bank debt; restructured Alliance Air's handling operations, and paid MDAD the outstanding debt of ICMC/Alliance arising out of the leases. CF/Alliance's assumption of ICMC/Alliance's operations thereby saved 80 existing jobs and created the possibility of 100 new jobs at MIA, in addition to assuring payment to MDAD the outstanding obligations of ICMC/Alliance under the leases.

The transaction as it relates to the Aviation Department involves three documents, only two of which are involved in this Resolution. The first document, which does not require the County's signature, is ICMC/Alliance's original assignment of the two leases to CF/Alliance, with the assignee being "Alliance Ground International, LLC." The County is not a party to this document. The second is a "Letter of Understanding and Confirmation of Consent to Assignment of Leases" (the "LOU") between the County and CF/Alliance. The County is a party to this document and the Aviation Director has already signed it. The County required the LOU from CF/Alliance as a means of identifying the various obligations CF/Alliance would have to comply with in order for the County to approve assignment of the leases to CF/Alliance. The third document is the County's Consent to Assignment of each lease, which was signed by the Aviation Department on behalf of the County and conditioned upon CF/Alliance's performance of its obligations under the LOU.

The attached Resolution, therefore, ratifies, approves, and confirms the Aviation Department's execution of the LOU and the Consent to Assignment. The Resolution also waives the provisions of Resolution No. R-105-03 relating to the imposition of a delinquency charge in the amount of 1 ½% on the overdue accounts of ICMC/Alliance, and accepting in lieu thereof an interest charge based on the then-current prime interest rate as of the last day of the month preceding the month in which a past-due payment is made.

Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: November 3, 2009

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

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

Please note any items checked.

_____ **"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**

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

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(A)(1)(I)
11-3-09

RESOLUTION NO. _____

RESOLUTION RELATING TO MIAMI INTERNATIONAL AIRPORT; RATIFYING AND CONFIRMING "LETTER OF UNDERSTANDING AND CONFIRMATION OF CONSENT TO ASSIGNMENT OF LEASES" ("LOU") AND TWO "CONSENT TO ASSIGNMENT" DOCUMENTS AS THEY RELATE TO THE PRIOR USE OF CARGO BUILDINGS 706 AND 708 BY INTERNATIONAL CARGO MARKETING CONSULTANTS, INC. D/B/A ALLIANCE AIR ("ICMC/ALLIANCE"); APPROVING ASSIGNMENT OF THE TWO LEASES BY ICMC/ALLIANCE TO ALLIANCE GROUND INTERNATIONAL, LLC, AN AFFILIATED COMPANY OF CARGO FORCE, INC. ("CF/ALIANCE"); WAIVING DELINQUENCY CHARGE PROVISIONS OF RESOLUTION NO. R-105-03 FOR THIS TRANSACTION; AUTHORIZING MAYOR OR DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THE LETTER OF UNDERSTANDING AND THE ASSIGNMENT OF THE TWO CARGO BUILDING LEASES

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that that this Board ratifies, approves, and confirms the Aviation Department's execution of the attached "Letter of Understanding and Confirmation of Consent to Assignment of Leases" (the "LOU") between Miami-Dade County through its Aviation Department ("MDAD") and Alliance Ground International, LLC ("AGI"), an affiliated company of Cargo Force, Inc., ("CF/Alliance/) that provides the conditions under which the County accepts CF/Alliance's assumption of two cargo leases at Miami International Airport in Buildings 706 and 708 formerly held by ICMC/Alliance,

such facilities to be occupied under the name of Alliance Ground International, LLC, as assignee thereunder; ratifies, approves, and confirms the Aviation Department's consent to ICMC/Alliance's assignment of its two leases in Buildings 706 and 708 to CF/Alliance, conditioned upon CF/Alliance's acceptance of the obligations set forth in such Consent documents and in the LOU, such ratification, approval, and confirmation of this Board being expressly conditional upon CF/Alliance's full and complete performance of the terms and conditions set forth in the Consent to Assignment documents and the LOU; waives the delinquency charge provisions of Resolution No. R-105-03 as they apply to the unpaid accounts of ICMC/Alliance and accepting in lieu thereof interest payments from CF/Alliance on its monthly payments of the principal amounts outstanding on ICMC/Alliance's rent obligations based on then-current prime interest rates; authorizes the Mayor or designee to execute all documents necessary to effectuate the Consent to Assignment documents, the LOU, and the cargo building lease assignments for Buildings 706 and 708.

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 3rd day of November, 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

Memorandum

MIAMI-DADE COUNTY

Date: May 28, 2009

To: Greg Owens
Division Director
Real Estate Management and Development

From: John Brador
Aviation Property Manager 2

Subject: Letter of Understanding and Confirmation of Consent to Assignment of Leases
Alliance Ground International, LLC at Miami International Airport

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This **Letter of Understanding** is between Miami-Dade County, through its Aviation Department (the "Department" or "MDAD") and Alliance Ground International, LLC a Florida Limited Liability Company.

International Cargo Marketing Consultants, Inc., a tenant at Miami International Airport ("MIA") doing business primarily as an airlines cargo handling service company under the name of "Alliance Air" notified MDAD that it is withdrawing from the market and has relinquished its rights to certain premises occupied by Alliance Air in Building 706 and Building 708 at MIA as of March 1, 2009. AGI has advised MDAD that it has purchased the assets of Alliance Air and is willing to assume certain obligations of Alliance Air under the lease agreements for Building 706 and Building 708. MDAD desires to facilitate the reorganization of Alliance Air in which AGI acquires Alliance's bank debt, restructures Alliance's handling operations, pays MDAD the outstanding debt of Alliance Air arising out of the leases for Building 706 and 708, saves 80 existing jobs and creates 100 new jobs at MIA.

MDAD consents to the assignment of two lease agreements for the former Alliance Air facilities in Building 706 and 708, as may be amended between Miami-Dade County and International Cargo Marketing Consultants, Inc., d/b/a Alliance Air to Alliance Ground International, LLC, a Florida Limited Liability Company, subject, however, to AGI's payment of all past and future rentals, fees and charges required to be paid by the Lessee under said Lease Agreement, and subject further to the performance of all terms, conditions and covenants required to be observed and performed by the Lessee.

Attached you will find (a.) copy of Assignment of Lease from ICMC to AGI, (b.) copy of Consent to Assignment document for execution by Aviation Director as designee for Mayor, (c.) and Affidavit of Member, Managing Members, and Managers of Alliance Ground International, LLC, Florida Limited Liability Company.

The Consent to Assignment will be sent to the Board of County Commissioners for ratification.

JB/

cc:

Letter of Understanding
And
Confirmation of Consent to Assignment of Leases
Miami International Airport

This **Letter of Understanding** is by and between Miami-Dade County, a political subdivision of the State of Florida ("County") through its Aviation Department (the "Department" or "MDAD"), collectively, referred to herein as ("MDAD") and Alliance Ground International, LLC., ("AGI") a Florida Limited Liability Company.

WHEREAS, International Cargo Marketing Consultants, Inc., ("ICMC") is currently a tenant at Miami International Airport ("MIA") doing business primarily as an airlines cargo handling service company under the name of "Alliance Air", and has notified MDAD that it is withdrawing from the market and has relinquished its rights to certain premises occupied by Alliance Air in Building 706 and Building 708 at MIA as of February 28, 2009; and;

WHEREAS, AGI has advised MDAD that it has purchased the assets of Alliance Air and is willing to assume certain obligations of Alliance Air under the lease agreements for Building 706 and Building 708; and

WHEREAS, MDAD desires to facilitate a seamless reorganization of Alliance Air in which AGI acquires Alliance's bank debt, restructures Alliance's handling operations, pays MDAD the outstanding debt of Alliance Air arising out of the leases for Building 706 and 708, saves 80 existing jobs and creates 100 new jobs at MIA;

WHEREAS, MDAD is willing to consent to the assignment of two lease agreements for the former Alliance Air facilities in Building 706 and 708, as may be amended between Miami-Dade County and International Cargo Marketing Consultants, Inc., d/b/a Alliance Air to Alliance Ground International, LLC, a Florida Limited Liability Company, subject, however, to AGI's payment of all past and future rentals, fees and charges required to be paid by the Lessee under said Lease Agreement, and subject further to the performance of all terms, conditions and covenants required to be observed and performed by the Lessee therein;

NOW THEREFORE, in consideration of the foregoing premises, and intending to be legally bound hereby, MDAD and AGI agrees as follows:

1. AGI shall pay MDAD initially one fourth (25%) of Alliance Air's outstanding debt to the County. The parties understand that the outstanding debt as of March 1, 2009 is in the sum of $423,584.00, and that the 25% payment will be in the amount of $105,896, to be made by AGI not later than May 20, 2009. The balance of the debt is in the amount of $317,688, which AGI shall pay to MDAD in 24 equal monthly

payments of $13,237.00 with the first of the 24 payments being due on or before June 1, 2009 and the remaining 23 monthly payments being due on or before the first day of each month thereafter. In addition to each monthly payment of the base amount of $13,237.00, AGI agrees to pay on a declining balance basis interest payments computed from applying the then current Prime Interest Rate as of the last day of the month preceding the month in which the payment is made. AGI shall also pay MDAD any sales taxes that may be due on such payments.

2. (a) AGI has accepted the assignment from ICMC of two certain lease agreements with the County for premises relinquished by Alliance Air to MDAD in Building 706 and Building 708 at MIA, and MDAD confirms that it has consented to the assignments under the terms of a Consent document between the County, ICMC, and AGI. The Building 706 warehouse space shall be modified by reducing the square footage of theBuilding 706 premises by 10,000 square feet, with such reduction to continue for a period not to exceed twelve (12) months commencing March 1, 2009, at which time (or earlier, if the parties so agree) the reduced square footage shall be added back to the then current square-footage under the Building 706 lease term, effective no later than March 1, 2010.

(b) Unless the parties have agreed to an earlier add-back of space to Building 706, such add-back of the 10,000 square feet by no later than the 12-month period shall be automatically imposed by MDAD without further action on either party's part. The effective date of all modifications to the leases for Buildings 706 and 708 Premises shall be retroactive to March 1, 2009. Not later than 15 days from the date of this Letter of Understanding, AGI shall deposit with MDAD the amount of rent and security deposits that are due under both leases.

3. MDAD shall have no responsibility for making any repairs whatever to the Premises. At the expiration of either lease, AGI shall be responsible for restoring the premises to the condition they were required to be restored to under the original lease agreements entered into by Alliance Air.

4. Within 15 days of the date MDAD signs this Letter of Understanding, AGI shall pay MDAD the adjusted rent due on Building 706 and Building 708 for March, April, and May 2009. AGI shall further submit to MDAD an irrevocable Letter of Credit (LOC), in a form provided by the Department, for an amount equal to three (3) times the required total monthly rental plus applicable State sales tax under both agreements.

5. AGI acknowledges and accepts the demised space for Building 706 and Building 708 as leased and delivered in its current "as-is basis with all faults". AGI further acknowledges and accepts that during the term of the Lease Agreements with the County, for the Premises in Buildings 706 and 708, AGI shall be solely responsible for performing any and all repairs and complying with any and all Type II assessment report work as required along with the correction of all tenant deficiencies as identified in such reports. AGI further accepts that any Type II assessment work required and any correction of deficiencies identified that may arise during AGI's occupation including, but not limited to environmental issues shall be the sole responsibility of AGI to perform.

The parties hereto have caused this Letter of Understanding to be signed by duly authorized representatives thereof.

Date: 5/10/2009

Anthony C. Romeo,
Managing Member
Alliance Ground International, LLC

Date: 06/05/09

Gregory C. Owens, Division Director
Real Estate Management and Development
Miami-Dade Aviation Department, Miami International Airport

Approved as to form and legal sufficiency

Assistant County Attorney

Assignment of Lease C-3641
Bldg. 706 (MIA)
by
International Cargo Marketing Consultants, Inc.,
d/b/a Alliance Air
to
Alliance Ground International, LLC

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE is made and entered into by and between INTERNATIONAL CARGO MARKETING CONSULTANTS, INC., an Illinois corporation authorized to do business in the State of Florida and d/b/a Alliance Air ("Assignor") and ALLIANCE GROUND INTERNATIONAL, LLC, a Florida limited liability company ("AGI")("Assignee"),

Assignor hereby assigns to Assignee all of Assignor's rights, title, and obligations in, under, and to that certain **Lease Agreement No. C-3641** by and between Assignor as tenant and Miami-Dade County, a political subdivision of the State of Florida, as Landlord, for property generally described as **Building 706** at Miami International Airport.

Assignee accepts such assignment and agrees to be fully bound by each and every term contained in such Lease Agreement, including all obligations accrued by Assignor under the Lease Agreement that have accrued prior to this Assignment date.

Assignor acknowledges that Assignor continues to be liable and responsible for all obligations arising under such assigned Lease Agreement in accordance with its terms, notwithstanding the assignment of the Lease Agreement to Assignee.

Assigned as of this 1st day of March 2009.

Corporate Seal

International Cargo Marketing Consultants, Inc., d/b/a Alliance Air

By: _____
President

Robert L. Jones, Jr.
Printed Name

Attest: _____
Secretary

Accepted as of this 1st day of March, 2009.

Corporate Seal

Alliance Ground International, LLC

By: _____
President

Anthony C. Romeo
Printed Name

Attest: _____
Secretary

May 1, 2009

Mr. John Brador
Miami-Dade Aviation Department
Miami International Airport
P.O. Box 592075 AMF
Miami, Florida 33159

RE: Assignment of Lease

Dear John,

Please be advised that Alliance Ground International, LLC. does not have a corporate seal.

Attached is our Florida corporate filing information for your convenience.

Sincerely,

Jared Azcuy
Vice President

Corporate Headquarters
Plaza San Remo, Suite P2-700 • 6705 Red Road • Coral Gables, Florida 33143
Office: 305.740.3252 • Fax: 305.740.3212

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by Entity Name

Florida Limited Liability Company

ALLIANCE GROUND INTERNATIONAL, LLC

Filing Information

Document Number	L09000016982
FEI/EIN Number	NONE
Date Filed	02/19/2009
State	FL
Status	ACTIVE

Principal Address

6705 RED ROAD
SUITE 700
CORAL GABLES FL 33143

Mailing Address

6705 RED ROAD
SUITE 700
CORAL GABLES FL 33143

Registered Agent Name & Address

ROTH & SCHOLL
866 SOUTH DIXIE HIGHWAY
CORAL GABLES FL 33146 US

Manager/Member Detail

Name & Address

Title MGRM

ROMEO, ANTHONY C
6705 RED ROAD, SUITE 700
CORAL GABLES FL 33143

Title MGR

AZCUY, JARED
6705 RED ROAD, SUITE 700
CORAL GABLES FL 33143

Title MGR

LITTLE, CHARLES W
6705 RED ROAD, SUITE 700
CORAL GABLES FL 33143

Annual Reports

No Annual Reports Filed

Electronic Articles of Organization For Florida Limited Liability Company

L09000016982
FILED 8:00 AM
February 19, 2009
Sec. Of State
nculligan

Article I

The name of the Limited Liability Company is:

ALLIANCE GROUND INTERNATIONAL, LLC

Article II

The street address of the principal office of the Limited Liability Company is:

6705 RED ROAD
SUITE 700
CORAL GABLES, FL. 33143

The mailing address of the Limited Liability Company is:

6705 RED ROAD
SUITE 700
CORAL GABLES, FL. 33143

Article III

The purpose for which this Limited Liability Company is organized is:

ANY AND ALL LAWFUL BUSINESS.

Article IV

The name and Florida street address of the registered agent is:

ROTH & SCHOLL
866 SOUTH DIXIE HIGHWAY
CORAL GABLES, FL. 33146

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: JEFFREY ROTH

Article V

L09000016982
FILED 8:00 AM
February 19, 2009
Sec. Of State
nculligan

The name and address of managing members/managers are:

Title: MGRM
ANTHONY C ROMEO
6705 RED ROAD, SUITE 700
CORAL GABLES, FL. 33143

Title: MGR
JARED AZCUY
6705 RED ROAD, SUITE 700
CORAL GABLES, FL. 33143

Title: MGR
CHARLES W LITTLE
6705 RED ROAD, SUITE 700
CORAL GABLES, FL. 33143

Signature of member or an authorized representative of a member

Signature: CHUCK LITTLE

ALLIANCE AIR

The Cargo Service Company

Interline Road Feeder Service • Airline Cargo Handling Service • Personnel Services

P.O. Box 66751
A.M.F. O'Hare International Airport
Chicago, Illinois 60666
Telephone: 773-917-2008 Fax: 773-917-2038
Sita: ORDFZ3A

February 28, 2009

Mr. Greg Owens
Division Director
Real Estate Management & Development
Miami Dade Aviation Department
P.O. Box 02-5504
Miami, Florida 33102-5504

Re: Alliance Air – Lease C-3578 / Bldg. 708
Alliance Air – Lease C-3641 / Bldg. 706

Dear Mr. Owens:

This letter serves to inform Miami Dade Aviation Department (MDAD-County) that International Cargo Marketing Consultants, Inc., d/b/a Alliance Air finds itself in a financially distressed state affecting our operating stations in the U.S. Regrettably this includes our operation at MIA comprised of Building 706 and Building 708. Our financial condition precludes Alliance from making any more rent payments to MDAD. We have been a loyal tenant/lessee at MIA for over 15-years. We regret we have to cease our relationship with MIA. Alliance has met its rent obligations at MIA up to and including November 2008.

In order to best transfer our operations to a similar type cargo handler at MIA and to protect our employees and our client base, Alliance has reached an agreement with Alliance Ground International, LLC ("AGI"). Our agreement includes the transfer of all of Alliance's MIA assets to AGI. In return AGI has committed to pay MDAD the balance of Alliance's debt at MIA.

Alliance acknowledges that it has no claim against MDAD or the County arising out of its leases or its use of MIA. Effective as of 11:59 PM, February 28, 2009, Alliance Air, hereby relinquishes any rights it has to the premises it leases at MIA, including the premises in Buildings 706 and 708.

I am available for any assistance to accomplish same. I look forward to your acceptance and cooperation.

Sincerely,

Robert L Jones, Jr.
President & CEO
International Cargo Marketing Consultants, Inc.
d/b/a Alliance Air

RLJ/kt

cc: John Brador

This information is for the intended receiptant only and is confidential material.

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by Entity Name

Foreign Profit Corporation

INTERNATIONAL CARGO MARKETING CONSULTANTS, INC.

Filing Information

Document Number	F95000003115
FEI/EIN Number	363568542
Date Filed	06/27/1995
State	IL
Status	ACTIVE
Last Event	CANCEL ADM DISS/REV
Event Date Filed	10/06/2005
Event Effective Date	NONE

Principal Address

CARGO BUILDING 517
AMF O'HARE INTERNATIONAL AIRPORT
CHICAGO IL 60666

Changed 01/30/2007

Mailing Address

P.O. BOX 66751
AMF O'HARE INTERNATIONAL AIRPORT
CHICAGO IL 60666

Registered Agent Name & Address

REISMAN, STEPHEN H ESQ
1 SE. 3RD AVENUE, #3050
MIAMI FL 33131 US

Address Changed: 01/29/2002

Officer/Director Detail

Name & Address

Title PDC

JONES, ROBERT L JR
32 CASTLETON COURT
NORTH BARRINGTON IL 60010

Title T

BOGENSKI, STEVEN P
129 WELLINGTON AVE
MUNDELEIN IL 60060

Annual Reports

Report Year	Filed Date
2007	01/30/2007
2008	01/02/2008
2009	01/19/2009

Assignment of Lease C-3578
Bldg. 708 (MIA)
by
International Cargo Marketing Consultants, Inc., d/b/a Alliance Air
to
Alliance Ground International, LLC

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE is made and entered into by and between INTERNATIONAL CARGO MARKETING CONSULTANTS, INC., an Illinois corporation authorized to do business in the State of Florida and d/b/a Alliance Air ("Assignor") and ALLIANCE GROUND INTERNATIONAL, LLC, a Florida limited liability company ("AGI")("Assignee"),

Assignor hereby assigns to Assignee all of Assignor's rights, title, and obligations in, under, and to that certain **Lease Agreement No. C-3578** by and between Assignor as tenant and Miami-Dade County, a political subdivision of the State of Florida, as Landlord, for property generally described as **Building 708** at Miami International Airport.

Assignee accepts such assignment and agrees to be fully bound by each and every term contained in such Lease Agreement, including all obligations accrued by Assignor under the Lease Agreement that have accrued prior to this Assignment date.

Assignor acknowledges that Assignor continues to be liable and responsible for all obligations arising under such assigned Lease Agreement in accordance with its terms, notwithstanding the assignment of the Lease Agreement to Assignee.

Assigned as of this 1st day of March 2009.

Corporate Seal

International Cargo Marketing Consultants, Inc., d/b/a Alliance Air

By: _____
President

Robert L. Jones, Jr.
Printed Name

Attest: _____
Secretary

Accepted as of this 1st day of March, 2009.

Corporate Seal

Alliance Ground International, LLC

By: _____
President

Anthony C. Romeo
Printed Name

Attest: _____
Secretary

ALLIANCE GROUND INTERNATIONAL

May 1, 2009

Mr. John Brador
Miami-Dade Aviation Department
Miami International Airport
P.O. Box 592075 AMF
Miami, Florida 33159

RE: Assignment of Lease

Dear John,

Please be advised that Alliance Ground International, LLC. does not have a corporate seal.

Attached is our Florida corporate filing information for your convenience.

Sincerely,

Jared Azcuy
Vice President

Corporate Headquarters
Plaza San Remo, Suite P2-700 • 6705 Red Road • Coral Gables, Florida 33143
Office: 305.740.3252 • Fax: 305.740.3212

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by Entity Name

Florida Limited Liability Company

ALLIANCE GROUND INTERNATIONAL, LLC

Filing Information

Document Number	L09000016982
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Status	ACTIVE

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6705 RED ROAD
SUITE 700
CORAL GABLES FL 33143

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CORAL GABLES FL 33143

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866 SOUTH DIXIE HIGHWAY
CORAL GABLES FL 33146 US

Manager/Member Detail

Name & Address

Title MGRM

ROMEO, ANTHONY C
6705 RED ROAD, SUITE 700
CORAL GABLES FL 33143

Title MGR

AZCUY, JARED
6705 RED ROAD, SUITE 700
CORAL GABLES FL 33143

Title MGR

LITTLE, CHARLES W
6705 RED ROAD, SUITE 700
CORAL GABLES FL 33143

Annual Reports

No Annual Reports Filed

Electronic Articles of Organization
For
Florida Limited Liability Company

L09000016982
FILED 8:00 AM
February 19, 2009
Sec. Of State
nculligan

Article I

The name of the Limited Liability Company is:

ALLIANCE GROUND INTERNATIONAL, LLC

Article II

The street address of the principal office of the Limited Liability Company is:

6705 RED ROAD
SUITE 700
CORAL GABLES, FL. 33143

The mailing address of the Limited Liability Company is:

6705 RED ROAD
SUITE 700
CORAL GABLES, FL. 33143

Article III

The purpose for which this Limited Liability Company is organized is:

ANY AND ALL LAWFUL BUSINESS.

Article IV

The name and Florida street address of the registered agent is:

ROTH & SCHOLL
866 SOUTH DIXIE HIGHWAY
CORAL GABLES, FL. 33146

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: JEFFREY ROTH

Article V

L09000016982
FILED 8:00 AM
February 19, 2009
Sec. Of State
nculligan

The name and address of managing members/managers are:

Title: MGRM
ANTHONY C ROMEO
6705 RED ROAD, SUITE 700
CORAL GABLES, FL. 33143

Title: MGR
JARED AZCUY
6705 RED ROAD, SUITE 700
CORAL GABLES, FL. 33143

Title: MGR
CHARLES W LITTLE
6705 RED ROAD, SUITE 700
CORAL GABLES, FL. 33143

Signature of member or an authorized representative of a member

Signature: CHUCK LITTLE

ALLIANCE AIR

The Cargo Service Company

Interline Road Feeder Service • Airline Cargo Handling Service • Personnel Services

P.O. Box 66751
A.M.F. O'Hare International Airport
Chicago, Illinois 60666
Telephone: 773-917-2008 Fax: 773-917-2038
Sita: ORDFZ3A

February 28, 2009

Mr. Greg Owens
Division Director
Real Estate Management & Development
Miami Dade Aviation Department
P.O. Box 02-5504
Miami, Florida 33102-5504

Re: Alliance Air – Lease C-3578 / Bldg. 708
Alliance Air – Lease C-3641 / Bldg. 706

Dear Mr. Owens:

This letter serves to inform Miami Dade Aviation Department (MDAD-County) that International Cargo Marketing Consultants, Inc., d/b/a Alliance Air finds itself in a financially distressed state affecting our operating stations in the U.S. Regrettably this includes our operation at MIA comprised of Building 706 and Building 708. Our financial condition precludes Alliance from making any more rent payments to MDAD. We have been a loyal tenant/lessee at MIA for over 15-years. We regret we have to cease our relationship with MIA. Alliance has met its rent obligations at MIA up to and including November 2008.

In order to best transfer our operations to a similar type cargo handler at MIA and to protect our employees and our client base, Alliance has reached an agreement with Alliance Ground International, LLC ("AGI"). Our agreement includes the transfer of all of Alliance's MIA assets to AGI. In return AGI has committed to pay MDAD the balance of Alliance's debt at MIA.

Alliance acknowledges that it has no claim against MDAD or the County arising out of its leases or its use of MIA. Effective as of 11:59 PM, February 28, 2009, Alliance Air, hereby relinquishes any rights it has to the premises it leases at MIA, including the premises in Buildings 706 and 708.

I am available for any assistance to accomplish same. I look forward to your acceptance and cooperation.

Sincerely,

Robert L Jones, Jr.
President & CEO
International Cargo Marketing Consultants, Inc.
d/b/a Alliance Air

RLJ/kt

cc: John Brador

This information is for the intended receiptant only and is confidential material.

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by Entity Name

Foreign Profit Corporation

INTERNATIONAL CARGO MARKETING CONSULTANTS, INC.

Filing Information

Document Number	F95000003115
FEI/EIN Number	363568542
Date Filed	06/27/1995
State	IL
Status	ACTIVE
Last Event	CANCEL ADM DISS/REV
Event Date Filed	10/06/2005
Event Effective Date	NONE

Principal Address

CARGO BUILDING 517
AMF O'HARE INTERNATIONAL AIRPORT
CHICAGO IL 60666

Changed 01/30/2007

Mailing Address

P.O. BOX 66751
AMF O'HARE INTERNATIONAL AIRPORT
CHICAGO IL 60666

Registered Agent Name & Address

REISMAN, STEPHEN H ESQ
1 SE. 3RD AVENUE, #3050
MIAMI FL 33131 US

Address Changed: 01/29/2002

Officer/Director Detail

Name & Address

Title PDC

JONES, ROBERT L JR
32 CASTLETON COURT
NORTH BARRINGTON IL 60010

Title T

BOGENSKI, STEVEN P
129 WELLINGTON AVE
MUNDELEIN IL 60060

Annual Reports

Report Year	Filed Date
2007	01/30/2007
2008	01/02/2008
2009	01/19/2009

AFFIDAVIT OF MEMBERS, MANAGING MEMBERS, AND MANAGERS OF FLORIDA LIMITED LIABILITY COMPANY

WE, (Print full name(s) and all title(s) of person(s) or entity(s) in the following spaces; if more space needed print additional names and title(s) on separate paper marked as Exhibit A and attach Exhibit A to this Affidavit; the list of names and titles shall include all names on the list required by Section 608.4101(1)(a),Fla. Stat. (2004), as same may be amended from time to time)

Full name	Title(s)
Anthony C. Romeo	President
Jared Azcuy	Vice President
Charles W. Little	Chief Financial Officer

hereby swear or affirm that :

1. **The foregoing persons or entities set forth above and on Exhibit A, if applicable, which Exhibit A is attached hereto and incorporated herein by reference hereto, constitute and are all of the Members, Managing Members, and Managers, as those terms are defined in Section 608.402, Fla. Stat.(2004), as same may be amended from time to time, of the Florida Limited Liability Company known as Alliance Ground International, LLC (Print name of the Florida Limited Liability Company as the name appears in the Articles of Organization currently filed with the Secretary of State of the State of Florida);**
2. **There are no Members, Managing Members or Managers of the aforesaid Florida Limited Liability Company other than the persons or entities set forth above and on Exhibit A, if applicable.**
3. **There are no provisions in any Articles of Organization of the aforesaid Florida Limited Liability Company or in any operating agreement, written or oral, of the aforesaid Florida Limited Liability Company, as those terms are defined in Section 608.402, Fla. Stat.(2004), as same may be amended from time to time, which prohibit, restrict or limit in any way or in any manner the execution of the instrument or document attached hereto and incorporated herein by reference hereto, to wit, _____ (Print the title of the instrument or document) by any of the foregoing persons or entities set forth above and on Exhibit A, if applicable, for and on behalf of the aforesaid Florida Limited Liability Company and to bind and obligate the aforesaid Florida Limited Liability as set forth in the foregoing instrument or document.**

27

4. All of the foregoing persons or entities set forth above and on Exhibit A, if applicable, are authorized by the foregoing Florida Limited Liability Company, to execute the instrument or document attached hereto and incorporated herein by reference hereto, to wit, _____ (Print the title of the instrument or document) for and on behalf of the aforesaid Florida Limited Liability Company and to bind and obligate the aforesaid Florida Limited Liability Company as set forth in the foregoing instrument or document.
5. All of the provisions of this Affidavit shall be construed in accordance with the laws of the State of Florida.

Signature _____ Vice President
Title(s)

Sworn to and subscribed before me this 30 day of MARCH, 2009 (year) by JARED AZCUY (print name legibly), who is personally known to me or who has produced _____ (type of identification).

_____ (Signature of Notary Public)

STEVEN K PETTERSON (Print, type or stamp name of notary public)

(Add additional Signature, Title(s), and Notary Public areas for all other LLC Members, Managing Members, and Managers, as needed)

NOTARY PUBLIC-STATE OF FLORIDA
Steven K. Petterson
Commission # DD793896
Expires: JULY 21, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

C-4

4. All of the foregoing persons or entities set forth above and on Exhibit A, if applicable, are authorized by the foregoing Florida Limited Liability Company, to execute the instrument or document attached hereto and incorporated herein by reference hereto, to wit, _____ (Print the title of the instrument or document) for and on behalf of the aforesaid Florida Limited Liability Company and to bind and obligate the aforesaid Florida Limited Liability Company as set forth in the foregoing instrument or document.
5. All of the provisions of this Affidavit shall be construed in accordance with the laws of the State of Florida.

Charles W. Little — Signature

CFO — Title(s)

Sworn to and subscribed before me this 27th day of March, 2009 (year) by Charles W. Little (print name legibly), who is personally known to me or who has produced _____ (type of identification).

_____ (Signature of Notary Public)

JARED AZCUY
MY COMMISSION # DD 718614
EXPIRES: January 22, 2012
Bonded Thru Notary Public Underwriters

_____ (Print, type or stamp name of notary public)

(Add additional Signature, Title(s), and Notary Public areas for all other LLC Members, Managing Members, and Managers, as needed)

4. All of the foregoing persons or entities set forth above and on Exhibit A, if applicable, are authorized by the foregoing Florida Limited Liability Company, to execute the instrument or document attached hereto and incorporated herein by reference hereto, to wit, _____ (Print the title of the instrument or document) for and on behalf of the aforesaid Florida Limited Liability Company and to bind and obligate the aforesaid Florida Limited Liability Company as set forth in the foregoing instrument or document.
5. All of the provisions of this Affidavit shall be construed in accordance with the laws of the State of Florida.

_____ President
Signature Title(s)

Sworn to and subscribed before me this 27th day of March, 2009 (year) by Anthony C. Romeo (print name legibly), who is personally known to me or who has produced _____ (type of identification).

_____ (Signature of Notary Public)

JARED AZCUY
MY COMMISSION # DD 718614
EXPIRES: January 22, 2012
Bonded Thru Notary Public Underwriters

_____ (Print, type or stamp name of notary public)

(Add additional Signature, Title(s), and Notary Public areas for all other LLC Members, Managing Members, and Managers, as needed)

AFFIDAVITS INFORMATION AND INSTRUCTIONS

1/1/07

I. OWNERSHIP DISCLOSURE AFFIDAVIT

In accordance with Ordinance No. 90-133, as codified in Section 2-8.1 of the Code of Miami-Dade County, Florida an entity registered to do business with the County must fully disclose its legal name, physical address and ownership. If the contract or business transaction is with a corporation, list in paragraph 1 (or on an attachment) the full legal name and business address of each officer and director, and each stockholder holding, directly or indirectly, five percent (5%) or more of the corporation's outstanding stock. The foregoing information is not needed if the corporation is publicly traded. However, indicate in paragraph 1 publicly traded status with the name of the stock exchange market of registration and trading symbol. If the contract or business transaction is with a partnership, the full legal name and business address shall be provided for each partner. If the contract or business is with a trust, the full legal name and business address shall be provided for each trustee and each beneficiary.

II. ANNUAL DRUG-FREE WORKPLACE AFFIDAVIT

In accordance with Ordinance No. 92-15, as codified in Section 2-8.1.2 of the Code, an entity contracting with the County is required to certify that it will provide a drug-free workplace by, among other things, providing notice to employees and imposing sanctions for drug violations in the workplace, all in accordance with Section 2-8.1.2 of the Code.

III. FAMILY LEAVE PLAN AFFIDAVIT

In accordance with County Code, Chap. 11A Art V, an individual or entity which has in the regular course of business fifty (50) or more employees working in Miami-Dade County for each working day during each twenty (20) or more calendar work weeks in the current or preceding calendar year is required to certify that it will provide family leave to its employees. A firm with less than 50 employees working in Miami-Dade County is exempt from this requirement, but must certify that at such time as it has 50 employees or more working in Miami-Dade County it will comply with said Ordinance.

IV. CRIMINAL RECORD AFFIDAVIT

In accordance with Section 2-8.6 of the Code an individual or entity contracting with the County is required to disclose whether it or any of its officers, directors or executives have been convicted of a felony during the past 10 years.

V. DISABILITY NONDISCRIMINATION AFFIDAVIT

An entity contracting with the County is required to affirm that it complies with all applicable federal requirements of the laws listed in the Affidavit, including specifically the Americans with Disabilities Act of 1990 (ADA), and that it will continue to comply.

VI. SWORN STATEMENT OF PUBLIC ENTITY CRIMES

A sworn statement is required from an entity contracting with the County under Section 287.133(3)(a), Florida Statutes, as to whether or not any person active in management of the entity has been charged with and convicted of a public entity crime relating to charges brought by indictment or information after July 1, 1989.

VII. ARREARAGE AFFIDAVIT

In accordance with Ordinance No. 99-162, as amended, an individual or entity seeking to transact business with the County is required to verify by affidavit that the individual or entity is current in its obligations to the County and is not otherwise in default of any County contract. For purposes of Ordinance No. 99-162, the individual or entity is deemed in arrears if any arrearage under any individual contract, final non-appealable judgment, or lien with Miami-Dade County exceeds $25,000 and which arrearage has been delinquent for greater than 180 days.

VIII. CODE OF BUSINESS ETHICS AFFIDAVIT

In accordance with Section 2-8.1(i) of the Code, each person or entity that seeks to do business with the County shall adopt a Code of Business Ethics and shall, prior to execution of any contract between the contracting entity and the County, submit an affidavit stating the contractor has adopted a code that complies with the requirements of Section 2-8.1(i) of the Code.

IX. AFFIRMATIVE ACTION PLAN / PROCUREMENT POLICY (Section 2-8.1.5 of the Code)

In accordance with the requirements of Section 2-8.1.5 of the Code, all firms with annual gross revenues in excess of $5 million, seeking to contract with Miami-Dade County shall, as a condition of award, have a written affirmative action plan, which sets forth the procedures the entity utilizes to assure that it does not discriminate in its employment and promotion practices, and a written procurement policy, which sets forth the procedures the entity utilizes to assure that it does not discriminate against minority and women-owned businesses in its own procurement of goods, supplies and services, on file with the County's Department of Business Development. Firms whose Boards of Directors are representative of the population make-up of the nation are exempt from this requirement and must submit, in writing, a detailed listing of their Boards of Directors, showing the race or ethnicity of each board member, to the County's Department of Business Development. Firms claiming exemption must submit an appropriately completed and signed exemption affidavit in accordance with Section 2-8.1.5 of the Code. Either submittal shall be subject to periodic review to assure that the entity does not discriminate in its employment, promotion and procurement practices.

It will be the responsibility of each firm to provide verification of their gross annual revenues to determine the requirement for compliance with the Code. Those firms that do not exceed $5 million annual gross revenues must clearly state so.

For questions regarding these requirements contact the Department of Business Development at (305) 523-2100.

MIAMI-DADE COUNTY SINGLE EXECUTION AFFIDAVITS

1/1/07

STATE OF Florida

COUNTY OF Miami-Dade

Before me the undersigned authority appeared Anthony C. Romeo (Print Name),

who is personally known to me or who has provided _____ as

Identification and who did (did not) take an oath and who stated:

That he is the duly authorized representative of

Alliance Grand International, LLC.

(Name of Entity)

6705 Red Road, Suite 700, Coral Gables, FL 33143

(Address of Entity)

__/__-__/__/__/__/__/__/__/__/__

Federal Employment Identification Number

hereinafter referred to as the contracting entity being its

President

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

and as such has full authority to make this affidavit and say as follows.

I. **OWNERSHIP DISCLOSURE AFFIDAVIT**

That the information given herein and in the documents attached hereto is true and correct.

1. The full legal name and business address of the person or entity (Contractor) contracting or transacting business with Miami-Dade County is:

Alliance Ground International, LLC (AGI)
6705 Red Road #700, CG, FL 33143

2. If the contract or business transaction is with a ~~Corporation~~ LLC, provide the full legal name and business address and title for each officer.

Anthony C. Romeo, 6705 Red Road, Suite 700, CG, FL 3314
Jared Azar, VP, 6705 Red Road #700, CG, FL 33143
Charles W. Little, CFO, 6705 Red Road #700, CG, FL 33143

3. If the contract or business transaction is with a Corporation**, provide the full legal name and business address* for each director.

Same as #2

4. If the contract or business transaction is with a Corporation**, provide the full legal name and business address* for each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock and state the percentage.

Anthony C. Romeo 100%

5. If the contract or business transaction is with a Trust, provide the full legal name and address* for each trustee and each beneficiary. All such names and addresses are:

N/A

6. The full legal name and business addresses* of any other individuals (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with Miami-Dade County are:

N/A

7. If a Corporate Joint Venture, list the names and titles of the Officers of the Corporate Members of the Joint Venture:

(a) President:	N/A	(b) President:	
Vice-Pres:		Vice-Pres:	
Secretary:		Secretary:	
Treasurer:		Treasurer:	

8. If a Non-Corporate Partnership or Joint Venture, list the names of the Principals of the Non-Corporate Partnership or Joint Venture:

(c) N/A (Name) (d) _____ (Name)

(c) _____ (Title) (d) _____ (Title)

9. State whether the person or entity (Contractor) contracting or transacting business with Miami-Dade County has a collective bargaining agreement with its employees (Yes/No):

10. Attach a list of the health care benefits to be paid to employees performing work under this Contract.

11. Attach a list reflecting the current breakdown of the Contractor's work force and ownership as to race, national origin, and gender.

(ADD EXTRA SHEETS IF NEEDED)

Post Office Box addresses not acceptable.
If a Joint Venture, list this information for each member of the Joint Venture

II. ANNUAL DRUG-FREE WORKPLACE AFFIDAVIT (Section 2-8.1.2 of the Code)

That in compliance with Section 2-8.1.2 of the Code, the contracting entity certifies:

(A) That as of the commencement date of this agreement with Miami-Dade County it shall provide a drug-free workplace for its employees in accordance with the provisions of Section 2-8.1.2 of the Code.

1. Will provide a written statement to each employee notifying the employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, as defined in Section 893.02(4), Florida Statutes, as same may be amended from time to time, in the contracting entity's workplace(s) is prohibited and specifying the action the contracting entity will take against employees for violation of such prohibition. Such written statement shall also inform the employee of:

   (i) The dangers of drug abuse in the workplace;

   (ii) The contracting entity's policy of maintaining a drug-free environment at all of its workplaces, including but not limited to all locations where employees perform any task relating to any portion of the above contract;

   (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

   (iv) The penalties that may be imposed upon employees for drug abuse violations.

2. Will require each employee to sign a copy of the written statement referred to in Paragraph 1 above to acknowledge receipt of the written statement and advice as to specifics of such policy. The contracting entity covenants to retain the statements signed by its employees. The contracting entity covenants to post in a prominent place at all of its workplaces a written statement of its policy containing the foregoing elements (1) (i) through (iv);

3. Will notify each employee in the statement required by Paragraph 1 above that as a condition of employment that the employee will:

   (i) Abide by the terms of the statement, and

   (ii) Notify the contracting entity of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

4. Will notify the County within ten (10) days after receiving notice under Paragraph 3 above from an employee or otherwise receiving actual notice of conviction;

5. Will impose appropriate personnel action against such employee referred in Paragraph 4 above up to and including termination, or require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State or local health, law enforcement, or other appropriate agency;

6. Will make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5 of this Affidavit.

(B) That the contracting entity will certify annually on or before the anniversary date of the lease, concession permit, license, construction contract, professional services agreement, management or other agreement that is in compliance with the provisions of Section 2-8.1.2 of the Code.

III. FAMILY LEAVE PLAN AFFIDAVIT (County Code Chap. 11A, Art V)

That in compliance with the County Code, Chap. 11A, Art V, the following is provided and is in compliance with all items in the aforementioned Code:

An employee who has worked for the above firm at least one year shall be entitled to 90 days family leave during any 24 month period for medical reasons, for the birth or adoption of a child, or for the care of a child, spouse or other close relative who has a serious health condition without risk of termination of employment or employer retaliation (or if less than 50 are employed in Miami-Dade County at time of execution of Affidavit, employer so certifies that when it employs 50 or more in Miami-Dade County, it will comply with all provisions of said Ordinance).

IV. CRIMINAL RECORD AFFIDAVIT (Section 2-8.6 of the Code)

That as of the date of this affirmation, the above named entity:

✓ has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of the contract submission, have an officer, director, or executive who has been convicted of a felony during the past ten (10) years.

____ has been convicted of a felony during the past ten (10) years, or as of the date of the contract submission, has an officer, director, or executive who has been convicted of a felony during the past ten (10) years.

V. DISABILITY NONDISCRIMINATION AFFIDAVIT

That the above named entity is in compliance with, and agrees to continue to comply with, and assures that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited, those provisions pertaining to employment, provision of the programs and services, transportation, communications, access to facilities, renovations, and new construction.

The Americans with Disabilities Act of 1990 (ADA), Pub.L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794

The Federal Transit Act, as amended, 42 U.S.C. Section 1612

The Fair Housing Act, as amended, 42 U.S.C. Section 3601-3631

VI. SWORN STATEMENT OF PUBLIC ENTITY CRIMES (Florida Statutes, § 287.133(3)(a)

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida **Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contender.

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   A. A predecessor or successor of a person convicted of a public entity crime: or

   B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

5. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

✓ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989; and (Please indicate which additional statement applies).

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order).

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services).

VII. ARREARAGE AFFIDAVIT (Section 2-8.1 of the Code)

I, being first duly sworn, state that the individual or entity submitting this affidavit is current in its obligations to the County and is not otherwise in default of any County contract. In addition, I being first duly sworn, state that the individual or entity submitting this affidavit is not in arrears under any individual contract in excess of the enforcement threshold of $25,000 and which arrearage has been delinquent for greater than 180 days, or if such arrearage exists, the County has agreed in writing to a repayment schedule.

VIII. CODE OF BUSINESS ETHICS AFFIDAVIT

The contracting entity has adopted a Business Code of Ethics that complies with the requirements of Section 1 of Ordinance No. 01-96.

The above named entity hereby affirms its understanding that its failure comply with its Code of Business Ethics shall render any contract between it and the County voidable, and subject it to debarment from future County work pursuant to Section 10-38(h)(2) of the Code of Miami-Dade County. The Inspector General shall be authorized to investigate any alleged violation by a contractor of its Code of Business Ethics. Nothing contained herein shall be construed to limit the powers and duties of the Inspector General as stated in other sections of the Code of Miami-Dade County.

IX. AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY

✓ The contracting entity has a current Affirmative Action Plan and/or Procurement Policy as required by Section 2-8.1.5 of the Code, processed and approved for filing with Miami-Dade County Department of Business Development (DBD) under File No. 6577 and the expiration date 7-31-2010; or

_____ The contracting entity has a Board of Directors which is representative of the population make-up of the nation and hereby claims exemption in accordance with the requirements of Section 2-8.1.5 of the Code. Said contracting entity has a current Board of Directors Disclosure form as required by Section 2-8.1.5, processed and approved for filing with Miami-Dade County Department of Business Development under File No. _____ and the expiration date of _____; or

_____ The contracting entity has annual gross revenues less than or equal to $5 million.

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

Alliance Ground International, LLC.
Full name of entity

By: [signature] President 3/27/2009
Signature of Representative Title Date

Anthony C. Romeo
Print Name of Representative

STATE OF: Florida

COUNTY OF: Miami-Dade

SUBSCRIBED AND SWORN TO (or affirmed) before me this 27th day of March, 2009 by Tony Romeo, (Authorized Representative) of Alliance Ground Int'l, who is personally known to me or has produced _____ as (Type of Identification) and who did / did not take an oath.

[signature]
(Signature of Notary)

DD718614
(Notary Commission Number)

_____
(Signature of Notary)

_____
(Notary Commission Number)

Notary Public – State of Florida
(State)

Notary Stamp or Seal:

JARED AZCUY
MY COMMISSION # DD 718614
EXPIRES: January 22, 2012
Bonded Thru Notary Public Underwriters

Consent to Assignment
Building 706
Miami International Airport

Three (3) Pgs. for Execution
By Aviation Director

CONSENT TO ASSIGNMENT
BUILDING 706
MIAMI INTERNATIONAL AIRPORT

The Board of County Commissioners of Miami-Dade County, Florida, does hereby consent to the assignment by International Cargo Marketing Consultants, Inc., d/b/a Alliance Air ("ICMC") of that certain Lease Agreement, dated September 5, 2007, as may be amended, between Miami-Dade County and ICMC for the lease of cargo warehouse and office space in Building No. 706 at Miami International Airport, to Alliance Ground International, LLC, a Florida Limited Liability Company ("AGI"), subject, however, to AGI's or ICMC's payment of all past and future rentals, fees and charges required to be paid by the Lessee under the said Lease Agreement, and subject further to AGI's performance of all of the terms, conditions and covenants required to be observed and performed by the Lessee therein.

Nothing contained in this Consent to Assignment shall be construed to release ICMC from any of the obligations and liabilities contained in the Lease Agreement.

Nothing contained in this Consent to Assignment shall extend to any further request for assignment of the said Lease Agreement, nor shall this consent constitute a waiver by or estoppel of Miami-Dade County from enforcing any of the provisions of the said Lease Agreement.

This Consent is conditioned upon (a) ratification of this Consent by the Board of County Commissioners and (b) AGI's acceptance of the terms of that certain "Letter of Understanding and Confirmation of Consent to Assignment of Leases" executed by the

parties thereto simultaneously with the execution by Miami-Dade County of this Consent.

Dated this 17th day of May, 2009.
July

Board of County Commissioners of
Miami-Dade County, Florida

By: _____
Mayor or Designee

Approved as to form
and legal sufficiency

_____
Assistant County Attorney

Attest: Harvey Ruvin, Clerk

By: _____
Deputy Clerk

Consent to Assignment
Building 708
Miami International Airport

Three (3) Pgs. for Execution
By Aviation Director

CONSENT TO ASSIGNMENT
BUILDING 708
MIAMI INTERNATIONAL AIRPORT

The Board of County Commissioners of Miami-Dade County, Florida, does hereby consent to the assignment by International Cargo Marketing Consultants, Inc., d/b/a Alliance Air ("ICMC") of that certain Lease Agreement, dated August 17, 2007, as may be amended, between Miami-Dade County and ICMC for the lease of cargo warehouse and office space in Building No. 708 at Miami International Airport, to Alliance Ground International, LLC, a Florida Limited Liability Company ("AGI"), subject, however, to AGI's or ICMC's payment of all past and future rentals, fees and charges required to be paid by the Lessee under the said Lease Agreement, and subject further to AGI's performance of all of the terms, conditions and covenants required to be observed and performed by the Lessee therein.

Nothing contained in this Consent to Assignment shall be construed to release ICMC from any of the obligations and liabilities contained in the Lease Agreement.

Nothing contained in this Consent to Assignment shall extend to any further request for assignment of the said Lease Agreement, nor shall this consent constitute a waiver by or estoppel of Miami-Dade County from enforcing any of the provisions of the said Lease Agreement.

This Consent is conditioned upon (a) ratification of this Consent by the Board of County Commissioners and (b) AGI's acceptance of the terms of that certain "Letter of Understanding and Confirmation of Consent to Assignment of Leases" executed by the

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parties thereto simultaneously with the execution by Miami-Dade County of this Consent.

Dated this 17th day of ~~May~~ July, 2009.

Board of County Commissioners of
Miami-Dade County, Florida

By: _____
Mayor or Designee

Approved as to form
and legal sufficiency

Assistant County Attorney

Attest: Harvey Ruvin, Clerk

By: _____
Deputy Clerk

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MIAMI-DADE COUNTY
BOARD OF COUNTY COMMISSIONERS
OFFICE OF THE COMMISSION AUDITOR

Legislative Notes

Agenda Item:	8(A)1(I)
File Number:	092720
Committee(s) of Reference:	Board of County Commissioners
Date of Analysis:	October 13, 2009
Type of Item:	Letter of Understanding and Assignment of Leases

Summary
This resolution ratifies the retroactive Assignment of two Leases held by International Cargo Marketing Consultants, Inc., doing business as, Alliance Air (ICMC/Alliance), as assignor, to Alliance Ground International, LLC (AGI), an affiliated company of Cargo Force, Inc. (collectively, CF/Alliance) as assignee, for cargo facilities in Buildings 706 and 708 at Miami International Airport (MIA).

Currently, Cargo Force, Inc. is a tenant in good standing with an excellent payment record, under a separate lease agreement at MIA since 2003. The principals of Cargo Force, Inc. formed Alliance Ground International, LLC.

This resolution also waives the provisions of R-105-03 relating to the imposition of a delinquency charge in the amount of 1 ½% on the overdue accounts of ICMC/Alliance and accepting an interest charge based on the then-current prime interest rate as of the last day of the month preceding the month in which a past-due payment is made.

The two original lease agreements are comprised as follows:

- Lease, C-3578, Lessee, International Cargo Marketing Consultants, Inc. d/b/a Alliance Air, Building 708, expiration date, May 31, 2010 with two additional one-year options to renew.
- Lease, C-3641, Lessee, International Cargo Marketing Consultants, Inc. d/b/a Alliance Air, Building 706, expiration date, June 30, 2012.

According to MDAD, both leases were signed by the Aviation Director under delegated signature authority granted by the County Manager.

Background
On February 28, 2009, ICMC/Alliance notified MDAD in a letter that their financial condition precluded them from making further rent payments to MDAD and they would have to cease their relationship with MDAD. The letter also stated that they had met their rent obligations at MIA up to and including November 2008.

Additionally, the letter stated that they had reached an agreement with AGI including the transfer of all of ICMC/Alliance 's MIA assets to AGI. In return AGI has committed to pay MDAD the balance of their outstanding debt at MIA.

- ***Why has it taken so long to come before the BCC for ratification?*** *According to MDAD, delays were encountered in the process. There were delays in obtaining the execution of an approval from the Assistant County Attorney of (a.) the original Alliance assignment of the two leases to CF/Alliance, with the assignee being "Alliance Ground International, LLC." (b.) the "Letter of Understanding and Confirmation of Consent to Assignment of Leases" (the "LOU") between the County through its Aviation Department and CF/Alliance, the County required the LOU from CF/Alliance as a means of identifying the various obligations CF/Alliance would have to comply with in order for the County to approve ICMC/Alliance's assignment of the leases to CF/Alliance, and (c.) the third document, the County's Consent to Assignment of each lease, which was signed by the Aviation Department on behalf of the County and conditioned upon CF/Alliance's performance of its obligations under the LOU.*

The Letter of Understanding and Confirmation of Consent to Assignment of Leases (LOU) between the County and CF/Alliance has already been executed by the Aviation Director. The LOU serves to identify the various obligations CF/Alliance must comply with in order for the County to approve the assignment of the two leases.

According to the LOU Section 2(a), the Building 706 warehouse space will be modified by reducing the square footage by 10,000 square feet, with such reduction to continue for a period not to exceed twelve (12) months commencing March 1, 2009, at which time (or earlier, if the parties agree) the reduced square footage will be added back to the then current square footage under the Building 706 lease term, effective no later than March 1, 2010. Additionally, Section 4 of the LOU states that within 15 days of the date MDAD signs the LOU AGI shall pay MDAD the adjusted rent due on Buildings 706 and 708 for March, April and May 2009.

- ***What are AGI's rent payments for each of the buildings? Are they current in the rent payments?*** *According to MDAD, presently the rent payments are (1.) $59,422.24 monthly for Building 706 and (2) $58,985.44 monthly for Building 708. Alliance is current on its payment to MDAD.*
- ***Why is MDAD reducing the square footage by 10,000 sq ft for Building 706? How much of a reduction is this in the rent?*** *According to MDAD, Alliance Ground International, LLC made the Building 706 warehouse space square footage reduction of 10,000 square feet a condition for accepting the assignment of the two leases. The 10,000 square feet represent a $12,500 reduction in the monthly rent. Such reduction is for a limited period of time not to exceed twelve (12) months commencing March 1, 2009. The parties agreed that the reduced square footage shall be added back to the then current square-footage under the Building 706 lease term, effective no later than March 1, 2010. Alliance has recently informed MDAD that it will add-back the 10,000 square feet at the earlier date of January 1, 2010.*

Budgetary Impact

By allowing AGI to take over the two leases, the past indebtedness of ICMC/Alliance to MDAD in the amount of $423,584 will be paid. The debt amount of $423,584 covers the period of December 2008, January 2009 and February 2009. AGI is current on its rent payments to MDAD for both lease agreements as of the effective date of March 01, 2009. AGI is also current on its 24-month payment obligation to MDAD through October 2009.

AGI paid MDAD $105,896, on May 27, 2009, representing twenty-five percent (25%) of ICMC/Alliance's outstanding debt.

The balance of the outstanding debt is $317,688, which CF/Alliance has agreed to pay in 24 equal monthly installments in the amount of $13,237.

Prepared by: Bia Marsellos