Memorandum

MIAMI-DADE COUNTY

Date: January 21, 2010

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

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

From: George M. Burgess
County Manager

Subject: First Amendments to Concession Agreements relating to the South Terminal Area at Miami International Airport

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RECOMMENDATION

It is recommended that the Board of County Commissioners approve the attached twelve (12) Retroactive First Amendments to twelve (12) Lease and Concession Agreements relating to the South Terminal Area of Miami International Airport (MIA), and approve the relief package to the South Terminal concessionaires that includes 1) waiver of the Minimum Annual Guarantee (MAG) through to the end of the first year of operation 2) adjusting and applying the MAG at the beginning of the second year to reflect the actual sales of the first full operating year, and (3) execution of waivers of claims by the Concessionaires.

BACKGROUND

The Miami-Dade Aviation Department (MDAD) has prepared amendments to twelve (12) Lease and Concession Agreements entered into between Miami Dade County and the following firms:

- Air Sun JV (Item 1-1)
- Areas USA, Inc., now known as Areas USA MIA, LLC. (Item 1-2)
- Brookstone Stores, Inc. (Item 1-3)
- Concessions Miami LLC. (Item 1-4)
- Duty Free Americas, LLC. (Item 1-5)
- Faber, Coe & Gregg of Florida, Inc., operating as FABER MIA LLC. (Item 1-6)
- Host International, Inc. (Item 1-7)
- Miami-To-Go, Inc., now known as Miami Concepts LLC. (Item 1-8)
- Lenlyn Ltd. d/b/a ICE Currency Services USA (Item 1-9)
- Miami International Airport Pharmacy, Inc. (Item 1-10)
- Navarro at MIA, Inc., now known as Navarro at MIA LLC. (Item 1-11)
- Host International, Inc. (Item 1-12)

MDAD wishes to proceed with these amendments for two reasons. The first is that each of the concessionaires experienced varying degrees of additional costs to build out their facilities as a result of the completion of the South Terminal. The second is that since the opening of the South Terminal a number of assumptions that were made by MDAD and the concessionaires, related to the volume of passengers and especially the passenger-traffic flow patterns, have not materialized. As a result, the concessionaires exceeded their reasonable build-out costs, and the sales of the South Terminal concessionaires have been severely and negatively impacted.

First, the concessionaires experienced additional costs due to the South Terminal delay and, in some cases, once the South Terminal construction was completed had to redesign their facilities due to changes that had occurred in the South Terminal construction. For example, certain mechanical ducts that were installed limited the ceiling heights of the concession facility. MDAD requested these concession-related items be completed or corrected by the concessionaires. The concessionaires have

and are complying with MDAD's request but understandably have expressed a desire to be compensated for the additional costs, as well as relief for, in some cases, having to begin paying the MAG even before their facilities had opened. Rather than engaging in a protracted and likely litigious controversy over the degree of culpability by each party for the extent of the additional costs and delays, MDAD thought it prudent to simply waive, upon the Board's approval, MAGs paid before the opening of each such facility.

Second, the design of the South Terminal was influenced by United Airlines which planned a major Latin American and Caribbean hub at MIA. Influenced by those plans, a food, beverage and retail concession layout was agreed upon with United Airlines, featuring a centralized shopping area immediately after the South Terminal central security checkpoint, through which passengers would be channeled while on their way to the concourse, with the Concourse J, leaving the large majority of the space on the concourse for large passenger hold rooms that would accommodate flights by wide-body, jumbo jets but providing little eating and shopping opportunity.

United subsequently filed for bankruptcy protection, ceasing all international flights to MIA and has continued to reduce its domestic flights and aircraft size that serve MIA. The result is that the South Terminal has too many concessions for the amount of passengers and is laid out for a connecting airline rather than an originating and destination operation. The severest of the impacts occurs in the retail corridor between Concourses J and H. Four years ago, it was assumed that passengers from the Star and Skyteam Alliances would traverse through this retail corridor connecting concourses, because some member-airlines would be located on Concourse J while others would be located on Concourse H. The traffic instead is non-existent for the majority of the day and very low at certain points in the afternoon. The demise of United's operations at MIA means each alliance is housed separately on Concourses H and J, eliminating the need for passengers to transfer through the connector from one concourse to another. So severe is the impact on these retail-corridor concessionaires that MDAD has exercised its authority to offer these tenants another location in the North Terminal as long as they retain their struggling South Terminal retail-corridor stores.

To make matters worse, the centralized shopping area concept of the South Terminal also reflects two other mistaken assumptions. The first is that passengers rushing to their gates will stop to make purchases if channeled through the shopping area, which exists after the security checkpoint, but well before passengers reach their gate. However, passengers are most likely to shop when their level of anxiety is lowest, which occurs only when passengers have located their gate. Hence the current layout of the South Terminal does not maximize the passengers potential to shop.

Third, it was assumed that the large majority of South Terminal passengers would enter the secure area through a central security checkpoint located at middle of the South Terminal. However, there are additional, more convenient checkpoints closer to the concourses, one to Concourse J and another to Concourse H. Passengers now enter through all three equally when all three are opened. In fact, MDAD and the Transportation Security Administration (TSA) only opens/operates the Concourse J checkpoint four days of the week for a few hours in the afternoon, and only because of the insistence of certain airlines. MDAD opens the Concourse J checkpoint on this limited basis because when it is opened on a continuous basis, certain restaurants in the South Terminal food court have to close because of an almost total lack of sales.

As a result of these difficulties, in particular, the hardship to the small sub-concessionaires, MDAD is also recommending to the Board that these concessionaires pay the contracted percentage of their gross revenue during the first year of their operations but waive the MAG requirement during that period. Further, MDAD is recommending that at the beginning of the second year of operations, these concessionaires pay an adjusted MAG, which shall be the percentage difference between actual sales

during the first year of operations, and the original forecasted first-year sales. MDAD recognizes the concessionaires' hardship and is recommending these accommodations to ensure the continued presence of a concessions program for the traveling public. In return for these reductions, the Concessionaires have executed waivers of claims for the above events.

The attached recommendations for the twelve (12) First Amendments address the following areas:

- Scope
- Fiscal Impact/Funding Source
- Track Record/Monitor
- Compliance Data
- Project Information
- Firm Information

Assistant County Manager

Item No. 1-1 First Amendment to the Lease and Concession Agreement for a Retail Concession Program at Miami International Airport between Miami-Dade County and Air Sun JV

RECOMMENDATION

It is recommended that the Board approve the First Amendment to the Lease and Concession Agreement (the Agreement) for the Retail Concession Program at Miami International Airport (MIA) between Miami-Dade County and Air Sun JV (ASJV). It is also recommended that the Board waive formal bid procedures pursuant to Section 5.03 (D) of the Home Rule Charter and Section 2-8.1 of the Miami-Dade County Code.

SCOPE

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

FISCAL IMPACT/FUNDING SOURCE

This is a revenue-generating contract for Miami-Dade County. ASJV currently pays a Minimum Annual Guarantee (MAG) of $53,186.38.

TRACK RECORD/MONITOR

ASJV is current in all its obligations and continues to provide excellent retail concession services for MIA passengers in the south terminal area. The Miami-Dade Aviation Department (MDAD) Project Manager is Adrian Songer, Property Manager for Commercial Operations.

COMPLIANCE DATA

Inquiries through MDAD Minority Affairs and the Department of Small Business Development (SBD) reveal that there are no violations for this firm.

BACKGROUND

The Retail Concession Program RFP No. MDAD-05-05 was advertised with an issue date of November 21, 2005 for qualified firms to propose for the opportunity of financing, designing, constructing, leasing, managing, and maintaining quality retail locations and/or operating them (depending on whether the proposer submitted as a developer or concessionaire) within the North and South Terminals and Concourses at Miami International Airport. The RFP contained eight (8) packages, with a total of 27 locations. Package 5 provided for a sunglass hut/watches and jewelry concept. Two proposers submitted a proposal for package 5 as follows: Westfield Concession Management and Air Sun – Luxottica (Sunglass Hut).

The selection committee met and reviewed the proposals submitted for this package, and ASJV was the top-ranked proposer. The award recommendation for ASJV was then forwarded and approved by the Board of County Commissioners on July 18, 2006, under Resolution No. 903-06.

Since the award however, the concessionaire experienced problems due to passenger traffic issues that continue to negatively impact its revenues. MDAD recognizes the concessionaire's hardship and would like to make certain accommodations relative to the occupancy costs incurred by the concessionaire to insure the continued presence of a concessions program for the traveling public by adjusting the MAG.

PROJECT:	Retail Concession Program, Package 5
PROJECT NO.	RFP No. MDAD-05-05
PROJECT LOCATION:	Miami International Airport
COMPANY NAME:	Air Sun JV
TERM OF AGREEMENT:	The operational term will commence upon the termination of the interim term as defined in the Agreement and expire on the last day of the eighth year thereafter unless sooner terminated.
OPTION(S) TO RENEW:	At the sole discretion of the County, the initial eight-year operational term may be extended for a maximum of one two-year term provided the extension is mutually agreed to by the County and the concessionaire in writing.
RECOMMENDED MODIFICATION:	Amend Lease and Concession Agreement Sub-article 3.01, Minimum Annual Guarantee, to require payment of the lesser of a percentage fee or the MAG payments for the first year and to start that year on the day of beneficial occupancy rather than the lease effective date.
CONTRACT MEASURES:	Voluntary
CONTRACT MEASURES ACHIEVED AT AWARD:	30% Airport Concession Disadvantaged Business Enterprises (ACDBE) goal.
CURRENT ACDBE FIRMS:	Corliss Stone – Littles LLC (JV Partner)
CONTRACT MEASURE ACHIEVED TO DATE:	30% of gross revenues ($256,082.00)
COMPANY PRINCIPALS:	Joint Venture with Sunglass Hut Trading, LLC and Corliss Stone-Littles, LLC
GENDER, ETHNICITY & OWNERSHIP BREAKDOWN:	Majority White Male Owned
COMPANY LOCATION:	4000 Luxottica Place Mason, OH 45040
HOW LONG IN BUSINESS:	Three and a half years
PREVIOUS AGREEMENTS WITH THE COUNTY WITHIN THE PAST FIVE (5) YEARS:	None

LIVING WAGE:	Not Applicable
INSPECTOR GENERAL:	Provisions included in the agreement
FUNDING SOURCE:	This is a revenue-generating agreement
USER AGENCY:	Miami-Dade Aviation Department

Item No. 1-2 First Amendment to the Lease and Concession Agreement for the Foodservice Concessions Program at Miami International Airport between Miami-Dade County and Areas USA, Inc., which is now known as Areas USA MIA, LLC

RECOMMENDATION

It is recommended that the Board approve the First Amendment to the Lease and Concession Agreement (the Agreement) for the Foodservice Concessions Program at Miami International Airport (MIA) between Miami-Dade County and Areas USA, Inc., now known as Areas USA MIA, LLC. It is also recommended that the Board waive formal bid procedures pursuant to Section 5.03 (D) of the Home Rule Charter and Section 2-8.1 of the Miami-Dade County Code.

SCOPE

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

FISCAL IMPACT/FUNDING SOURCE

This is a revenue-generating contract for Miami-Dade County. Areas USA Miami currently pays a Minimum Annual Guarantee (MAG) of $1,360,000.00.

TRACK RECORD/MONITOR

Areas USA is current in all its obligations and continues to provide excellent concession services in the South Terminal. The Miami-Dade Aviation Department (MDAD) Project Manager is Adrian Songer, Property Manager for Commercial Operations.

COMPLIANCE DATA

Inquiries through MDAD Minority Affairs and the Department of Small Business Development (SBD) reveal that there are no violations for this firm.

BACKGROUND

The Foodservice Concessions RFP No. MDAD-01-05 was advertised and issued on March 1, 2005, for qualified firms to propose for the purpose of financing, designing, constructing, subleasing, managing, operating and maintaining quality foodservice locations at Miami International Airport. The RFP contained two packages. Package one consists of eight locations, and package two consists of 12 locations. Package one has a 20 percent subleasing requirement and package two has a 30 percent subleasing requirement. Five proposers submitted a proposal for package one and for package two as follows: Creative Host Services, Inc.; Concession Air Developers; Areas USA, Inc.; Concessions Miami, LLC; and Unified Management Services, LLC.

The selection committee met and reviewed the proposals submitted for these two packages and Areas USA, Inc., now known as Areas USA,MIA, LLC, was the top-ranked proposer for package two. The award recommendation for Areas USA, Inc., now known as Areas USA MIA, LLC, was then forwarded and approved by the Board of County Commissioners on February 7, 2006, under Resolution No. 196-06.

Since the award however, the concessionaire experienced problems due passenger traffic issues that continue to negatively impact its revenues. MDAD recognizes the concessionaire's hardship and would like to make certain accommodations relative to the occupancy costs incurred by the concessionaire to insure the continued presence of a concessions program for the traveling public by adjusting the MAG and annual rental.

PROJECT:	Foodservice Concessions - RFP 01-05 Package Two
PROJECT NO.:	RFP No. MDAD-01-05
PROJECT LOCATION:	Miami International Airport
COMPANY NAME:	Areas USA, Inc., now known as Areas USA, MIA, LLC
TERM OF AGREEMENT:	The operational term will commence upon the termination of the interim term as defined in the Agreement and expire on the last day of the eighth year thereafter unless sooner terminated.
OPTIONS TO RENEW:	At the sole discretion of MDAD, the initial eight-year term may be extended for two separate one-year terms provided each extension is mutually agreed to by MDAD and the concessionaire in writing.
RECOMMENDED MODIFICATION:	Amend Lease and Concession Agreement Sub-article 3.01, Minimum Annual Guarantee, to require payment of the lesser of a percentage fee or the MAG payments for the first year and to start that year on the day of beneficial occupancy rather than the lease effective date. Also amend Sub-article 3.06, Annual Rental, to provide that concessionaire shall not be required to pay annual rent for specified South Terminal locations until the first anniversary date of beneficial occupancy for the location(s).
CONTRACT MEASURE:	32% Airport Concession Disadvantaged Business Enterprise (ACDBE) goal.
CONTRACT MEASURES ACHIEVED AT AWARD:	34.4%
CURRENT ACDBE FIRMS:	Caribbean Airport Cuisine, Inc. 9.0% WC Robinson & Associates, Inc 7.4% *Gateway Concessions Inc. JV 8.0% *DP Administration Inc. 10.0% *AREAS USA build-out and management operations were delayed due to MIA construction delays; ACDBE participation was severely affected by the economic down-turn, as a result **DP Administration Inc.** and **Gateway Concessions Inc**. will not participate as originally proposed. AREAS USA has made assurances to MDAD that ACDBE participants will increase with the opening of large Food Court locations in North Terminal (2011).
CONTRACT MEASURE ACHIEVED TO DATE:	16.4% of gross revenues ($676,053.00)

COMPANY PRINCIPALS:	Jose Gabriel Martin Aguilar Eligio Bianchi Cardona Eduardo Uribe Mesas Bernardo Vazquez Perez Goncal Martin alias Jesus Martin Alias
GENDER, ETHNICITY AND OWNERSHIP BREAKDOWN:	Areas USA, Inc., is a fully owned subsidiary of Areas S.A.
COMPANY LOCATION:	5301 Blue Lagoon Drive, Suite 690 Miami, Florida 33126
HOW LONG IN BUSINESS:	Thirty seven years
PREVIOUS AGREEMENTS WITH THE COUNTY IN LAST FIVE (5) YEARS:	None
LIVING WAGE:	No
INSPECTOR GENERAL:	Provisions included in the agreement
FUNDING SOURCE:	This is a revenue-generating agreement
USER AGENCY:	Miami-Dade Aviation Department

Item No. 1-3 First Amendment to the Lease and Concession Agreement for a Retail Concession Program at Miami International Airport between Miami-Dade County and Brookstone Stores, Inc.,

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RECOMMENDATION

It is recommended that the Board approve the First Amendment to the Lease and Concession Agreement (the Agreement) for the Retail Concession Program at Miami International Airport (MIA) between Miami-Dade County and Brookstone Stores, Inc. (Brookstone). It is also recommended that the Board waive formal bid procedures pursuant to Section 5.03 (D) of the Home Rule Charter and Section 2-8.1 of the Miami-Dade County Code.

SCOPE

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

FISCAL IMPACT/FUNDING SOURCE

This is a revenue-generating contract for Miami-Dade County. Brookstone currently pays a Minimum Annual Guarantee (MAG) of $150,000.00.

TRACK RECORD/MONITOR

Brookstone is current in all its obligations and continues to provide excellent retail concession services for MIA passengers in the south terminal area. The Miami-Dade Aviation Department (MDAD) Project Manager is Adrian Songer, Property Manager for Commercial Operations.

COMPLIANCE DATA

Inquiries through MDAD Minority Affairs and the Department of Small Business Development (SBD) reveal that there are no violations for this firm.

BACKGROUND

The Retail Concession Program RFP No. MDAD-05-05 was advertised with an issue date of November 21, 2005, for qualified firms to propose for the opportunity of financing, designing, constructing, leasing, managing, and maintaining quality retail locations and/or operating them (depending on whether the proposer submitted as a developer or concessionaire) within the North and South Terminals and concourses at Miami International Airport. The RFP contained eight packages, with a total of 27 locations. Package six provided for one location of an entertainment and consumer electronics concept. Two proposers submitted a proposal for package six: Westfield Concession Management and Brookstone.

The selection committee met and reviewed the proposals submitted for this package, and Brookstone was the top-ranked proposer. The award recommendation for Brookstone was then forwarded and approved by the Board of County Commissioners on July 18, 2006, under Resolution No. 904-06.

Since the award however, the concessionaire experienced problems due to passenger traffic issues that continue to negatively impact its revenues. MDAD recognizes the concessionaire's hardship and would like to make certain accommodations relative to the occupancy costs incurred by the concessionaire to insure the continued presence of a concessions program for the traveling public by adjusting the MAG.

PROJECT:	Retail Concession Program – Package Six
PROJECT NO.	RFP No. MDAD-05-05
PROJECT LOCATION:	Miami International Airport
COMPANY NAME:	Brookstone Stores, Inc.
TERM OF AGREEMENT:	The operational term will commence upon the termination of the interim term as defined in the Agreement and expire on the last day of the eighth year thereafter unless sooner terminated.
OPTION(S) TO RENEW:	At the sole discretion of the County, the initial eight-year operational term may be extended for a maximum of one two-year term provided the extension is mutually agreed to by the County and the concessionaire in writing.
RECOMMENDED MODIFICATION:	Amend Lease and Concession Agreement Sub-article 3.01, Minimum Annual Guarantee, to require payment of the lesser of a percentage fee or the MAG payments for the first year and to start that year on the day of beneficial occupancy rather than the lease effective date.
CONTRACT MEASURE:	Voluntary
CONTRACT MEASURE ACHIEVED AT AWARD:	Firm elected not to provide ACDBE participation
CONTRACT MEASURE ACHIEVED TO DATE:	N/A
COMPANY PRINCIPALS:	George Sutherland Robert W. Fusco Jonathan D. Cohen Thomas F. Moynihan Philip Roizin
GENDER, ETHNICITY & OWNERSHIP BREAKDOWN:	100% of stock is owned by Brookstone Company, Inc.
COMPANY LOCATION:	One Innovation Way Merrimack, NH 03054
HOW LONG IN BUSINESS:	Fourteen years
PREVIOUS AGREEMENTS WITH THE COUNTY WITHIN THE PAST FIVE (5) YEARS:	None
LIVING WAGE:	Not Applicable
INSPECTOR GENERAL:	Provisions included in the agreement
FUNDING SOURCE:	This is a revenue-generating agreement
USER AGENCY:	Miami-Dade Aviation Department

Item No. 1-4 First Amendment to the Lease and Concession Agreement for the Foodservice Concessions Program at Miami International Airport between Miami-Dade County and Concessions Miami, LLC

RECOMMENDATION

It is recommended that the Board approve the First Amendment to the Lease and Concession Agreement (the Agreement) for the Foodservice Concessions Program at Miami International Airport (MIA) between Miami-Dade County and Concessions Miami, LLC. It is also recommended that the Board waive formal bid procedures pursuant to Section 5.03 (D) of the Home Rule Charter and Section 2-8.1 of the Miami-Dade County Code.

SCOPE

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

FISCAL IMPACT/FUNDING SOURCE

This is a revenue-generating contract for Miami-Dade County. Concessions Miami LLC currently pays a Minimum Annual Guarantee (MAG) of $900,000.

TRACK RECORD/MONITOR

Concessions Miami LLC is current in all its obligations and continues to provide excellent concession services in the South Terminal area. The Miami-Dade Aviation Department (MDAD) Project Manager is Adrian Songer, Property Manager for Commercial Operations.

COMPLIANCE DATA

Inquiries through MDAD Minority Affairs and the Department of Small Business Development (SBD) reveal that there are no violations for this firm.

BACKGROUND

The Foodservice Concessions RFP No. MDAD-01-05 was advertised and issued on March 1, 2005, for qualified firms to propose for the purpose of financing, designing, constructing, subleasing, managing, operating and maintaining quality Foodservice locations at Miami International Airport. The RFP contained two packages. Package one consisted of eight locations and package two consisted of 12 locations. Package one has a 20 percent subleasing requirement and package two has a 30 percent subleasing requirement. Five proposers submitted a proposal for package one and for package two as follows: Creative Host Services, Inc.; Concession Air Developers; Areas USA, Inc.; Concessions Miami, LLC; and Unified Management Services, LLC.

The selection committee met and reviewed the proposals submitted for these two packages and Concessions Miami LLC was the top-ranked proposer for package one. The award recommendation for Concessions Miami LLC was then forwarded and approved by the Board of County Commissioners on February 7, 2006, under Resolution No. 195-06.

Since the award however, the concessionaire experienced problems due to passenger traffic issues that continue to negatively impact its revenues. MDAD recognizes the concessionaire's hardship and would like to make certain accommodations relative to the occupancy costs incurred by the concessionaire to insure the continued presence of a concessions program for the traveling public by adjusting the MAG and annual rental.

PROJECT:	Foodservice Concessions RFP 01-05 Package One
PROJECT NO.:	RFP No. MDAD-01-05
PROJECT LOCATION:	Miami International Airport
COMPANY NAME:	Concessions Miami, LLC (RFP 01-05 Package One)
TERM OF AGREEMENT:	The operational term will commence upon the termination of the interim term as defined in the Agreement and expire on the last day of the eighth year thereafter unless sooner terminated.
OPTIONS TO RENEW:	At the sole discretion of MDAD, the initial eight-year term may be extended for two separate one-year terms provided each extension is mutually agreed to by the Department and the Concessionaire in writing.
RECOMMENDED MODIFICATION:	Amend Lease and Concession Agreement Sub-article 3.01, Minimum Annual Guarantee, to require payment of the lesser of a percentage fee or the MAG payments for the first year and to start that year on the day of beneficial occupancy rather than the lease effective date. Also amend Sub-article 3.06, Annual Rental, to provide that concessionaire shall not be required to pay annual rent for specified South Terminal locations until the first anniversary date of beneficial occupancy for the location(s).
CONTRACT MEASURE:	32% Airport Concession Disadvantaged Business Enterprise (ACDBE) goal.
CONTRACT MEASURES ACHIEVED AT AWARD:	60.4%
CURRENT ACDBE FIRMS:	Las Vegas Restaurant II Corp. 37.4% Phillips Concessions, LLC 16.8% Arriaza Bakery Inc. 6.2%
CONTRACT MEASURE ACHIEVED TO DATE:	44.91% of gross revenues ($333,781,781.95)
COMPANY PRINCIPALS:	Anthony Joseph, President Irina Vilarino, Vice President Eric Hilton, Secretary Milton Castillo, Treasurer
GENDER, ETHNICITY AND OWNERSHIP BREAKDOWN:	<u>Limited Liability Company</u> Concessions Miami, LLC 60% Las Vegas Restaurant II Corp. 40%

COMPANY LOCATION:	566 Wells Street Atlanta, GA 30312
HOW LONG IN BUSINESS:	Five years
PREVIOUS AGREEMENTS WITH THE COUNTY IN LAST FIVE (5) YEARS:	None
LIVING WAGE:	No
INSPECTOR GENERAL:	Provisions included in the agreement
FUNDING SOURCE:	This is a revenue-generating agreement
USER AGENCY:	Miami-Dade Aviation Department

Item No. 1-5 First Amendment to the Lease and Concession Agreement for a Duty-and-Tax-Free location at Miami International Airport between Miami-Dade County and Duty Free Americas Miami, LLC

RECOMMENDATION

It is recommended that the Board approve the First Amendment to the Lease and Concession Agreement (the Agreement) for the Duty-and-Tax-Free Services at Miami International Airport (MIA) between Miami-Dade County and Duty Free Americas Miami, LLC (DFA). It is also recommended that the Board waive formal bid procedures pursuant to Section 5.03 (D) of the Home Rule Charter and Section 2-8.1 of the Miami-Dade County Code.

SCOPE

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

FISCAL IMPACT/FUNDING SOURCE

This is a revenue-generating contract for Miami-Dade County. DFA currently pays a Minimum Annual Guarantee (MAG) of $20,018,770.

TRACK RECORD/MONITOR

DFA is current in all its obligations and continues to provide excellent duty-and-tax-free services for MIA passengers in the South Terminal area. The Miami-Dade Aviation Department (MDAD) Project Manager is Adrian Songer, Property Manager for Commercial Operations.

COMPLIANCE DATA

Inquiries through MDAD Minority Affairs and the Department of Small Business Development (SBD) reveal that there are no violations for this firm.

BACKGROUND

The Duty and Tax Free Concession RFP No. MDAD-03-04 was advertised and issued on December 20, 2004, for qualified firms to propose for the purpose of financing, designing, constructing, subleasing, managing, operating and maintaining quality duty-and-tax-free locations at Miami International Airport. Responses to the advertisement were received from four proposers: Miami Duty Free, LLC; DFA; Dufry Miami Retail Partnership; and Worldwide Duty Free Retailer LLC. Of the four responding firms, DFA was the top-ranked proposer based on committee scores and on November 3, 2005, the Board of County Commissioners approved the above-referenced agreement, under Resolution No. 1226-05.

Since the award however, the concessionaire experienced problems due to passenger traffic issues that continue to negatively impact its revenues. MDAD recognizes the concessionaire's hardship and would like to make certain accommodations relative to the occupancy costs incurred by the concessionaire to insure the continued presence of a concessions program for the traveling public by adjusting the MAG and annual rent.

PROJECT:	Duty-and-Tax-Free Concession
PROJECT LOCATION:	Miami International Airport
TERM OF CONTRACT:	Nine years
OPTIONS TO RENEW:	Two one-year terms by mutual agreement of the parties
RECOMMENDED MODIFICATION:	Amend Lease and Concession Agreement Sub-article 3.01, Minimum Annual Guarantee to require payment of the lesser of the percentage fee or the MAG for the first year and to start that year on the day of beneficial occupancy rather than the lease effective date. Also amend Sub-article 3.06, Annual Rental, to provide that concessionaire shall not be required to pay annual rent for specified South Terminal locations until the first anniversary date of beneficial occupancy for the location(s).
CONTRACT MEASURE:	30% Airport Concession Disadvantaged Business Enterprise (ACDBE) goal.
CONTRACT MEASURE ACHIEVED AT AWARD:	30%
CURRENT ACDBE FIRMS:	Concourse Concessions, Inc. 20% Siboney Wine & Spirits Merchants 10%
CONTRACT MEASURE ACHIEVED TO DATE:	30% of gross revenues ($5,648,310.49)
COMPANY NAME:	Duty Free Americas Miami, LLC
COMPANY PRINCIPALS:	Simon Falic Jerome Falic Leon Falic Bettye Dixon Jaime Alonso
GENDER, ETHNICITY & OWNERSHIP BREAKDOWN:	Limited Liability Company Duty Free Americas Airports, Inc., 70% Concourse Concessions, Inc., 20% Siboney Wine & Spirits Merchants, 10%
COMPANY LOCATION:	6100 Hollywood Blvd. Hollywood, FL 33024
HOW LONG IN BUSINESS:	Four-and-a-half years

PREVIOUS AGREEMENTS WITH THE COUNTY IN LAST FIVE (5) YEARS:	None
LIVING WAGE:	Not Applicable
INSPECTOR GENERAL:	Provisions included in the agreement
FUNDING SOURCE:	This is a revenue-generating agreement
USER AGENCY:	Miami-Dade Aviation Department

Item No. 1-6 First Amendment to the Lease and Concession Agreement for a Retail Concession Program at Miami International Airport between Miami-Dade County and Faber, Coe & Gregg of Florida, Inc., operating as FABER MIA LLC

RECOMMENDATION

It is recommended that the Board approve the First Amendment to the Lease and Concession Agreement (the Agreement) for the Retail Concession Program at Miami International Airport (MIA) between Miami-Dade County and Faber, Coe & Gregg of Florida, Inc., operating as FABER MIA LLC (Faber). It is also recommended that the Board waive formal bid procedures pursuant to Section 5.03 (D) of the Home Rule Charter and Section 2-8.1 of the Miami-Dade County Code.

SCOPE

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

FISCAL IMPACT/FUNDING SOURCE

This is a revenue-generating contract for Miami-Dade County. Faber currently pays a Minimum Annual Guarantee (MAG) of $1,000,000.00.

TRACK RECORD/MONITOR

Faber is current in all its obligations and continues to provide excellent retail concession services for MIA passengers in the South Terminal area. The Miami-Dade Aviation Department (MDAD) Project Manager is Adrian Songer, Property Manager for Commercial Operations.

COMPLIANCE DATA

Inquiries through MDAD Minority Affairs and the Department of Small Business Development (SBD) reveal that there are no violations for this firm.

BACKGROUND

The Retail Concession Program RFP No. MDAD-05-05 was advertised with an issue date of November 21, 2005, for qualified firms to propose for the opportunity of financing, designing, constructing, leasing, managing, and maintaining quality retail locations and/or operating them (depending on whether the proposer submitted as a developer or concessionaire) within the North and South Terminals and concourses at Miami International Airport. The RFP contained eight packages, with a total of 27 locations. Package one provided for 10 locations. Two proposers submitted a proposal for package one: Westfield Concession Management and Faber, Coe & Gregg of Florida, Inc., operating as Faber MIA LLC.

The selection committee met and reviewed the proposals submitted for this package, and Faber was the top-ranked proposer. The award recommendation for Faber was then forwarded to the Board for approval and, although the item was protested, the County prevailed and the Board of County Commissioners approved the item on October 10, 2006, under Resolution No. 1108-06.

Since the award however, the concessionaire experienced problems due to passenger traffic issues that continue to negatively impact its revenues. MDAD recognizes the concessionaire's hardship and would like to make certain accommodations relative to the occupancy costs incurred by the concessionaire to insure the continued presence of a concessions program for the traveling public by adjusting the MAG.

PROJECT:	Retail Concession Program – Package One
PROJECT NO.	RFP No. MDAD-05-05
PROJECT LOCATION:	Miami International Airport
COMPANY NAME:	Faber, Coe & Gregg of Florida, Inc., operating as Faber MIA LLC.
TERM OF AGREEMENT:	The operational term will commence upon the termination of the interim term as defined in the Agreement and expire on the last day of the eighth year thereafter unless sooner terminated.
OPTION(S) TO RENEW:	At the sole discretion of the County, the initial eight-year operational term may be extended for a maximum of one two-year term provided the extension is mutually agreed to by the County and the concessionaire in writing.
RECOMMENDED MODIFICATION:	Amend Lease and Concession Agreement Sub-article 3.01, Minimum Annual Guarantee, to require payment of the lesser of the percentage fee or the MAG for the first year and to start that year on the day of beneficial occupancy rather than the lease effective date.
CONTRACT MEASURE:	30% Airport Concession Disadvantaged Business Enterprise (ACDBE) goal.
CONTRACT MEASURE ACHIEVED AT AWARD	37%*
CURRENT ACDBE FIRMS:	Corliss Stone – Littles LLC (L'Occitane 35% JVP) 2% Taxco Sterling, Inc 11% Arriaza Bakery, Inc 21% *Puryear had 3% participation, but is no longer part of this agreement. Faber anticipates re-allocating the 3% among the remaining ACDBE firms.
CONTRACT MEASURE ACHIEVED TO DATE:	13% of gross revenues ($121,793.00)
COMPANY PRINCIPALS:	Charles Finkelstein Gary Lindstrom Burton Friedman
GENDER, ETHNICITY & OWNERSHIP BREAKDOWN:	White Male
COMPANY LOCATION:	550 Meadowlands Parkway Secaucus, NJ 07094
HOW LONG IN BUSINESS:	Over 47 years

PREVIOUS AGREEMENTS WITH THE COUNTY WITHIN THE PAST FIVE (5) YEARS:	None
LIVING WAGE:	Not Applicable
INSPECTOR GENERAL:	Provisions included in the agreement
FUNDING SOURCE:	This is a revenue-generating agreement
USER AGENCY:	Miami-Dade Aviation Department

Item No. 1-7 First Amendment to the Lease and Concession Agreement for the Bookstore Café Specialty Retail project at Miami International Airport between Miami-Dade County and Host International, Inc.

RECOMMENDATION

It is recommended that the Board approve the First Amendment to the Lease and Concession Agreement (the Agreement) for the Bookstore Café Specialty Retail project at Miami International Airport (MIA) between Miami-Dade County and Host International, Inc. (Host). It is also recommended that the Board waive formal bid procedures pursuant to Section 5.03 (D) of the Home Rule Charter and Section 2-8.1 of the Miami-Dade County Code.

SCOPE

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

FISCAL IMPACT/FUNDING SOURCE

This is a revenue-generating contract for Miami-Dade County. Host currently pays a Minimum Annual Guarantee (MAG) of $250,777.00.

TRACK RECORD/MONITOR

Host is current in all its obligations and continues to provide excellent services for MIA passengers in the South Terminal area. The Miami-Dade Aviation Department (MDAD) Project Manager is Adrian Songer, Property Manager for Commercial Operations.

COMPLIANCE DATA

Inquiries through MDAD Minority Affairs and the Department of Small Business Development (SBD) reveal that there are no violations for this firm.

BACKGROUND

The Retail Concession Program RFP No. MDAD-05-05 was advertised with an issue date of November 21, 2005, for qualified firms to propose for the opportunity of financing, designing, constructing, leasing, managing, and maintaining quality retail locations and/or operating them (depending on whether the proposer submitted as a developer or concessionaire) within the North and South Terminals and concourses at Miami International Airport. The RFP contains eight packages, with a total of 27 locations. The bookstore concept was originally included as one location/package four under the Retail Concession Program RFP. Proposals were received from Borders and AMS. AMS protested the award to Borders and both proposals were rejected. The RFP for package four was then re-bid as MDAD 01-07. Four proposals were received in response to the re-bid as follows: AMS of South Florida, LLC; Faber, Coe & Gregg of South Florida, Inc.; Areas USA, Inc.; and Host International, Inc.

The selection committee met and reviewed the proposals submitted for this package, and Host was the top-ranked proposer. The award recommendation for Host was then forwarded to the Board for approval, and the Board of County Commissioners approved the item on March 4, 2008, under Resolution No. 211-08.

Since the award however, the concessionaire experienced problems due to passenger traffic issues that continue to negatively impact its revenues. MDAD recognizes the concessionaire's hardship and would like to make certain accommodations relative to the occupancy costs incurred by the concessionaire to insure the continued presence of a concessions program for the traveling public by adjusting the MAG.

PROJECT:	Bookstore Café Specialty Retail
PROJECT NO.	RFP No. MDAD-01-07

PROJECT LOCATION:	Miami International Airport
COMPANY NAME:	Host International, Inc.
TERM OF AGREEMENT:	The operational term will commence upon the termination of the interim term as defined in the Agreement and expire on the last day of the eighth year thereafter unless sooner terminated.
OPTION(S) TO RENEW:	At the sole discretion of the County, the initial eight-year operational term may be extended for a maximum of one two-year term provided the extension is mutually agreed to by the County and the Concessionaire in writing.
RECOMMENDED MODIFICATION:	Amend Lease and Concession Agreement Sub-article 3.01, Minimum Annual Guarantee to require payment of the lesser of the percentage fee or the MAG for the first year and to start that year on the day of beneficial occupancy rather than the lease effective date
CONTRACT MEASURE:	Voluntary
CONTRACT MEASURE ACHIEVED AT AWARD:	30% of gross revenues
CURRENT ACDBE FIRMS:	Master Concessionaire (Joint Venture)
CONTRACT MEASURE ACHIEVED TO DATE:	N/A, Location opened September 2, 2009
COMPANY PRINCIPALS:	Charles E. Powers Laura A. Babin Bernard N. Brown
GENDER, ETHNICITY & OWNERSHIP BREAKDOWN:	White Male/Female
COMPANY LOCATION:	6905 Rockledge Drive Bethesda, MD 20817
HOW LONG IN BUSINESS:	Twenty-seven years
PREVIOUS AGREEMENTS WITH THE COUNTY WITHIN THE PAST FIVE (5) YEARS:	Two (2) Lease and Concession agreements: one (1) for Retail (News & Gifts) and one (1) for Food & Beverage services
LIVING WAGE:	Not Applicable
INSPECTOR GENERAL:	Provisions included in the agreement
FUNDING SOURCE:	This is a revenue-generating agreement
USER AGENCY:	Miami-Dade Aviation Department

Item No. 1-8 First Amendment to the Lease and Concession Agreement for a Retail Concession Program at Miami International Airport between Miami-Dade County and Miami Concepts LLC formerly known as Miami-To-Go, Inc.

RECOMMENDATION

It is recommended that the Board approve the First Amendment to the Lease and Concession Agreement (the Agreement) for the Retail Concession Program at Miami International Airport (MIA) between Miami-Dade County and Miami Concepts LLC formerly known as Miami-To-Go, Inc. (Miami Concepts). It is also recommended that the Board waive formal bid procedures pursuant to Section 5.03 (D) of the Home Rule Charter and Section 2-8.1 of the Miami-Dade County Code. Note that the amendment also authorizes a name change from Miami-To-Go to Miami Concepts LLC.

SCOPE

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

FISCAL IMPACT/FUNDING SOURCE

This is a revenue-generating contract for Miami-Dade County. Miami Concepts currently pays a Minimum Annual Guarantee (MAG) of $215,352.25.

TRACK RECORD/MONITOR

Miami Concepts is current in all its obligations and continues to provide excellent retail concession services for MIA passengers in the South Terminal area. The Miami-Dade Aviation Department (MDAD) Project Manager is Adrian Songer, Property Manager for Commercial Operations.

COMPLIANCE DATA

Inquiries through MDAD Minority Affairs and the Department of Small Business Development (SBD) reveal that there are no violations for this firm.

BACKGROUND

The Retail Concession Program RFP No. MDAD-05-05 was advertised with an issue date of November 21, 2005, for qualified firms to propose for the opportunity of financing, designing, constructing, leasing, managing, and maintaining quality retail locations and/or operating them (depending on whether the proposer submitted as a developer or concessionaire) within the North and South Terminals and concourses at Miami International Airport. The RFP contained eight packages, with a total of 27 locations. Package eight was set aside for a small business for two locations of a gift specialty shop-local unique gifts concept. Four proposers submitted a proposal for package eight: Miami International Airport Pharmacy-Terminal Rexall Pharmacy (Bijoux Terner), Xpresspa Miami International, LLC (Binn & Partners), E & L Collection, and Miami-To-Go Inc., now known as Miami Concepts.

The selection committee met and reviewed the proposals submitted for this package, and Miami-To-Go now known as Miami Concepts was the top-ranked proposer. The award recommendation for Miami-To-Go now known as Miami Concepts was then forwarded and approved by the Board of County Commissioners on October 10, 2006, under Resolution No. 1105-06.

Since the award however, the concessionaire experienced problems due to passenger traffic issues that continue to negatively impact its revenues. MDAD recognizes the concessionaire's hardship and would like to make certain accommodations relative to the occupancy costs incurred by the concessionaire to insure the continued presence of a concessions program for the traveling public by adjusting the MAG.

PROJECT:	Retail Concession Program – Package Eight
PROJECT NO.	RFP No MDAD-05-05
PROJECT LOCATION:	Miami International Airport
COMPANY NAME:	Miami Concepts formerly known as Miami-To-Go, Inc.
TERM OF AGREEMENT:	The operational term will commence upon the termination of the interim term as defined in the Agreement and expire on the last day of the eighth year thereafter unless sooner terminated.
OPTION(S) TO RENEW:	At the sole discretion of the County, the initial eight-year operational term may be extended for a maximum of one two-year term provided the extension is mutually agreed to by the County and the concessionaire in writing.
RECOMMENDED MODIFICATION:	In addition to the name change, amend Lease and Concession Agreement Sub-article 3.01, Minimum Annual Guarantee, to require payment of the lesser of a percentage fee or the MAG payments for the first year and to start that year on the day of beneficial occupancy rather than the lease effective date.
ACDBE GOAL:	Voluntary
CONTRACT MEASURE ACHIEVED AT AWARD:	Miami-To-Go, Inc. is 100% ACDBE
CONTRACT MEASURE ACHIEVED TO DATE:	Miami-To-Go, Inc., as 51%* ACDBE ($1,105,984.98) *The corporate structure has changed. Originally MTG was 100% owner; however, this amendment includes a company change such that now MTG only owns part of the new company Miami Concepts LLC, but is majority owner at 51%.
COMPANY PRINCIPAL:	Carole Ann Taylor
GENDER, ETHNICITY & OWNERSHIP BREAKDOWN:	Miami-To-Go, Inc. 51% Café Britt Corporation 49%
COMPANY LOCATION:	1717 North Bayshore Drive, Suite 2456 Miami, FL 33132
HOW LONG IN BUSINESS:	LLC since March 17, 2008
PREVIOUS AGREEMENTS WITH THE COUNTY WITHIN THE PAST FIVE (5) YEARS:	One Joint Venture agreement in duty-and-tax-free operations
LIVING WAGE:	Not Applicable

INSPECTOR GENERAL:	Provisions included in the agreement
FUNDING SOURCE:	This is a revenue-generating agreement
USER AGENCY:	Miami-Dade Aviation Department

Item No. 1-9 First Amendment to the Lease and Concession Agreement for the Foreign Currency Exchange & Business Center at Miami International Airport (MIA), between Miami-Dade County and Lenlyn Ltd. d/b/a ICE Currency Services USA

RECOMMENDATION

It is recommended that the Board approve the First Amendment to the Lease and Concession Agreement (the Agreement) for the Foreign Currency Exchange & Business Center at Miami International Airport (MIA) between Miami-Dade County and Lenlyn Ltd. d/b/a ICE Currency Services USA (ICE). It is also recommended that the Board waive formal bid procedures pursuant to Section 5.03 (D) of the Home Rule Charter and Section 2-8.1 of the Miami-Dade County Code.

SCOPE

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

FISCAL IMPACT/FUNDING SOURCE

This is a revenue-generating contract for Miami-Dade County. ICE is currently paying MDAD a Minimum Annual Guarantee (MAG) of $2,400,580.00.

TRACK RECORD/MONITOR

ICE is current in all its obligations and continues to provide excellent currency exchange services for MIA passengers. The Miami-Dade Aviation Department MDAD Project Manager is Adrian Songer, Property Manager for Commercial Operations.

COMPLIANCE DATA

Inquiries through MDAD Minority Affairs and the Department of Small Business Development (SBD) reveal that there are no violations for this firm.

BACKGROUND

MDAD solicited proposals from interested parties to finance, design, furnish, manage and operate Foreign Currency Exchange locations and a Business Center at MIA. The concessionaire operates 11 currency exchange locations at MIA. Request for Proposals No. MDAD-10-06 for Foreign Currency Exchange & Business Center at MIA was advertised on April 26, 2007.

As a result of this solicitation, the selection committee recommended negotiations with ICE, the highest-ranked firm. The negotiations committee successfully negotiated a contract with ICE on September 20, 2007. The award recommendation for ICE was passed and adopted on December 4, 2007, by the Board of County Commissioners under Resolution No. R-1296-07.

In that both parties operated under good faith in signing the above mentioned agreement based on the economic situation at that time, MDAD is looking to adjust the annual rent to assist ICE with occupancy costs in a degraded economic environment. These actions will be mutually beneficial to both parties by allowing the concessionaire to re-infuse freed-up capital back into its operations, and insure the continued presence of a concessions program to support the traveling public.

PROJECT:	Foreign Currency Exchange & Business Center at MIA
PROJECT NO.	RFP No. MDAD-10-06
PROJECT LOCATION:	Miami International Airport
COMPANY NAME:	Lenlyn Ltd. D/B/A ICE Currency Services USA
TERM OF AGREEMENT:	Five years
OPTION(S) TO RENEW:	The initial five-year term of the Agreement may be extended for a maximum of one two-year term provided the extension is mutually agreed to by the County and the Concessionaire in writing.
RECOMMENDED MODIFICATION:	MDAD recommends adjusting the Annual Rental, in order to assist ICE with certain accommodations relative to the occupancy costs incurred by the Concessionaire. These actions will be mutually beneficial to both parties by allowing the Concessionaire to re-infuse freed up capital back into their respective operations and maintain a high level of service to the traveling public.
CONTRACT MEASURE:	Twenty percent (20%) Airport Concession Disadvantaged Business Enterprises (ACDBE) goal.
CONTRACT MEASURE ACHIEVED AT AWARD:	20%
CURRENT ACDBE FIRMS:	Universal Cambios Inc.
CONTRACT MEASURE ACHIEVED TO DATE:	31% ($789,779.00)
COMPANY PRINCIPAL:	Kurush Sarkari, Global Operations Director Ramon Ortega, Company Secretary
GENDER, ETHNICITY & OWNERSHIP BREAKDOWN:	100% Male Non-Hispanic
COMPANY LOCATION:	6151 W. Century Blvd., Suite 1108 Los Angeles, CA 90045
HOW LONG IN BUSINESS:	25 years
PREVIOUS AGREEMENTS WITH THE COUNTY WITHIN THE PAST FIVE (5) YEARS:	One agreement - MDAD 1995-2008
LIVING WAGE:	Not Applicable

INSPECTOR GENERAL:	Provisions included in the agreement
FUNDING SOURCE:	This is a revenue-generating agreement
USER AGENCY:	Miami-Dade Aviation Department

Item No. 1-10 First Amendment to the Lease and Concession Agreement for a Retail Concession Program at Miami International Airport between Miami-Dade County and Miami International Airport Pharmacy, Inc.

RECOMMENDATION

It is recommended that the Board approve the First Amendment to the Lease and Concession Agreement (the Agreement) for the Retail Concession Program at Miami International Airport (MIA) between Miami-Dade County and Miami International Airport Pharmacy, Inc. (MIAP). It is also recommended that the Board waive formal bid procedures pursuant to Section 5.03 (D) of the Home Rule Charter and Section 2-8.1 of the Miami-Dade County Code.

SCOPE

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

FISCAL IMPACT/FUNDING SOURCE

This is a revenue-generating contract for Miami-Dade County. MIAP currently pays a Minimum Annual Guarantee (MAG) of $155,523.00.

TRACK RECORD/MONITOR

MIAP is current in all its obligations and continues to provide excellent retail concession services for MIA passengers in the South Terminal area. The Miami-Dade Aviation Department (MDAD) Project Manager is Adrian Songer, Property Manager for Commercial Operations.

COMPLIANCE DATA

Inquiries through MDAD Minority Affairs and the Department of Small Business Development (SBD) reveal that there are no violations for this firm.

BACKGROUND

The Retail Concession Program RFP No. MDAD-05-05 was advertised with an issue date of November 21, 2005, for qualified firms to propose for the opportunity of financing, designing, constructing, leasing, managing, and maintaining quality retail locations and/or operating them (depending on whether the proposer submitted as a developer or concessionaire) within the North and South Terminals and concourses at Miami International Airport. The RFP contained eight packages, with a total of 27 locations. Package seven was set aside for a small business with a one-location concept of fashion apparel and accessories. MIAP was the only proposer to submit a proposal for package seven.
The selection committee met and reviewed the proposals submitted for this package, and MIAP was the top-ranked proposer. The award recommendation for MIAP was then forwarded and approved by the Board of County Commissioners on July 18, 2006, under Resolution No. 905-06.

Since the award however, the concessionaire experienced problems due to passenger traffic issues that continue to negatively impact its revenues. MDAD recognizes the concessionaire's hardship and would like to make certain accommodations relative to the occupancy costs incurred by the concessionaire to insure the continued presence of a concessions program for the traveling public by adjusting the MAG.

PROJECT:	Retail Concession Program – Package 7
PROJECT NO.	RFP No. MDAD-05-05
PROJECT LOCATION:	Miami International Airport
COMPANY NAME:	Miami International Airport Pharmacy, Inc. (Miami International Airport Pharmacy, Inc., is owned by Bijoux Terner Retail LLC which is owned by Bijoux Terner, LLC.)
TERM OF AGREEMENT:	The operational term will commence upon the termination of the interim term as defined in the Agreement and expire on the last day of the eighth year thereafter unless sooner terminated.
OPTION(S) TO RENEW:	At the sole discretion of the County, the initial eight-year operational term may be extended for a maximum of one two-year term provided the extension is mutually agreed to by the County and the concessionaire in writing.
RECOMMENDED MODIFICATION:	Amend Lease and Concession Agreement Sub-article 3.01, Minimum Annual Guarantee, to require payment of the lesser of a percentage fee or the MAG payments for the first year and to start that year on the day of beneficial occupancy rather than the lease effective date.
CONTRACT MEASURE:	Voluntary
CONTRACT MEASURE ACHIEVED AT AWARD:	Firm participated as an ACDBE
CONTRACT MEASURE ACHIEVED TO DATE:	100% ($1,234,085.90)
COMPANY PRINCIPAL:	Rosa Terner (Owner) Gabriel Bottazzi Lowell M. Rush
GENDER, ETHNICITY & OWNERSHIP BREAKDOWN:	Hispanic Female
COMPANY LOCATION:	6950 N.W. 77th Court Miami, FL 33166
HOW LONG IN BUSINESS:	51 years
PREVIOUS AGREEMENTS WITH THE COUNTY WITHIN THE PAST FIVE (5) YEARS:	One lease and concession agreement in North Terminal
LIVING WAGE:	Not Applicable

INSPECTOR GENERAL:	Provisions included in the agreement
FUNDING SOURCE:	This is a revenue-generating agreement
USER AGENCY:	Miami-Dade Aviation Department

Item No. 1-11 First Amendment to the Lease and Concession Agreement for a Retail Concession Program at Miami International Airport between Miami-Dade County and Navarro at MIA, LLC formerly known as Navarro at MIA, Inc.

RECOMMENDATION

It is recommended that the Board approve the First Amendment to the Lease and Concession Agreement (the Agreement) for the Retail Concession Program at Miami International Airport (MIA) between Miami-Dade County and Navarro at MIA, LLC, formerly known as Navarro at MIA, Inc. (Navarro). It is also recommended that the Board waive formal bid procedures pursuant to Section 5.03 (D) of the Home Rule Charter and Section 2-8.1 of the Miami-Dade County Code.

SCOPE

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

FISCAL IMPACT/FUNDING SOURCE

This is a revenue-generating contract for Miami-Dade County. Navarro currently pays a Minimum Annual Guarantee (MAG) of $120,000.00.

TRACK RECORD/MONITOR

Navarro is current in all its obligations and continues to provide excellent retail concession services for MIA passengers in the South Terminal area. The Miami-Dade Aviation Department (MDAD) Project Manager is Adrian Songer, Property Manager for Commercial Operations.

COMPLIANCE DATA

Inquiries through MDAD Minority Affairs and the Department of Small Business Development (SBD) reveal that there are no violations for this firm.

BACKGROUND

The Retail Concession Program RFP No. MDAD-05-05 was advertised with an issue date of November 21, 2005, for qualified firms to propose for the opportunity of financing, designing, constructing, leasing, managing, and maintaining quality retail locations and/or operating them (depending on whether the proposer submitted as a developer or concessionaire) within the North and South Terminals and concourses at Miami International Airport. The RFP contained eight packages, with a total of 27 locations. Package three provided for a sundries location. Two proposers submitted a proposal for package three: Westfield Concession Management and Navarro at MIA, Inc.

The selection committee met and reviewed the proposals submitted for this package and Navarro was the top-ranked proposer. The award recommendation for Navarro was then forwarded and approved by the Board of County Commissioners on July 18, 2006, under Resolution No. 902-06.

Since the award however, the concessionaire experienced problems due to passenger traffic issues that continue to negatively impact its revenues. MDAD recognizes the concessionaire's hardship and would like to make certain accommodations relative to the occupancy costs incurred by the concessionaire to insure the continued presence of a Concessions Program for the traveling public by adjusting the MAG.

PROJECT:	Retail Concession Program – Package 3
PROJECT NO.	RFP No. MDAD-05-05
PROJECT LOCATION:	Miami International Airport
COMPANY NAME:	Navarro at MIA, LLC.
TERM OF AGREEMENT:	The operational term will commence upon the termination of the interim term as defined in the Agreement and expire on the last day of the eighth year thereafter unless sooner terminated.
OPTION(S) TO RENEW:	At the sole discretion of the County, the initial eight-year operational term may be extended for a maximum of one two-year term provided the extension is mutually agreed to by the County and the concessionaire in writing.
RECOMMENDED MODIFICATION:	Amend Lease and Concession Agreement Sub-article 3.01, Minimum Annual Guarantee, to require payment of the lesser of a percentage fee or the MAG payments for the first year and to start that year on the day of beneficial occupancy rather than the lease effective date.
CONTRACT MEASURE:	Voluntary
CONTRACT MEASURE ACHIEVED AT AWARD:	Firm elected not to provide ACDBE participation
CONTRACT MEASURE ACHIEVED TO DATE:	N/A
COMPANY PRINCIPALS:	Jorge Rico Marcio Cabrera Marcel L. Navarro Gabriel L. Navarro Juan M. Ortiz
GENDER, ETHNICITY & OWNERSHIP BREAKDOWN:	Majority Hispanic Male Owned
COMPANY LOCATION:	9400 N.W. 104th Street Medley, FL 33178
HOW LONG IN BUSINESS:	Since December 1, 2002, as Navarro at MIA, Inc., and as Navarro at MIA, LLC, since January 8, 2007
PREVIOUS AGREEMENTS WITH THE COUNTY WITHIN THE PAST FIVE (5) YEARS:	None
LIVING WAGE:	Not Applicable
INSPECTOR GENERAL:	Provisions included in the agreement

FUNDING SOURCE:	This is a revenue-generating agreement
USER AGENCY:	Miami-Dade Aviation Department

Item No. 1-12 First Amendment to the Lease and Concession Agreement for a Retail Concession Program at Miami International Airport between Miami-Dade County and Host International, Inc.

RECOMMENDATION

It is recommended that the Board approve the First Amendment to the Lease and Concession Agreement (the Agreement) for the Retail Concession Program at Miami International Airport (MIA) between Miami-Dade County and Host International, Inc. (Host). It is also recommended that the Board waive formal bid procedures pursuant to Section 5.03 (D) of the Home Rule Charter and Section 2-8.1 of the Miami-Dade County Code.

SCOPE

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

FISCAL IMPACT/FUNDING SOURCE

This is a revenue-generating contract for Miami-Dade County. Host currently pays a Minimum Annual Guarantee (MAG) of $1,012,000.00.

TRACK RECORD/MONITOR

Host is current in all its obligations and continues to provide excellent retail concession services for MIA passengers in the South Terminal area. The Miami-Dade Aviation Department (MDAD) Project Manager is Adrian Songer, Property Manager for Commercial Operations.

COMPLIANCE DATA

Inquiries through MDAD Minority Affairs and the Department of Small Business Development (SBD) reveal that there are no violations for this firm.

BACKGROUND

The Retail Concession Program RFP No. MDAD-05-05 was advertised with an issue date of November 21, 2005, for qualified firms to propose for the opportunity of financing, designing, constructing, leasing, managing, and maintaining quality retail locations and/or operating them (depending on whether the proposer submitted as a developer or concessionaire) within the North and South Terminals and concourses at Miami International Airport. The RFP contained eight packages, with a total of 27 locations. Package one provided for 10 locations. Three proposers submitted a proposal for package one: Westfield Concession Management; Faber, Coe & Gregg of Florida, Inc., operating as Faber MIA LLC; and Host International, Inc.

The selection committee met and reviewed proposals submitted for this package, and Host was the top-ranked proposer. The award recommendation for Host was then forwarded to the Board for approval, and the Board of County Commissioners approved the item on July 18, 2006, under Resolution No. 901-06.

Since the award however, the concessionaire experienced problems due to passenger traffic issues that continue to negatively impact its revenues. MDAD recognizes the concessionaire's hardship and would like to make certain accommodations relative to the occupancy costs incurred by the concessionaire to insure the continued presence of a concessions program for the traveling public by adjusting the MAG.

PROJECT:	Retail Concession Program – Package Two
PROJECT NO.	RFP No. MDAD-05-05
PROJECT LOCATION:	Miami International Airport
COMPANY NAME:	Host International, Inc.
TERM OF AGREEMENT:	The operational term will commence upon the termination of the interim term as defined in the Agreement and expire on the last day of the eighth year thereafter unless sooner terminated.
OPTION(S) TO RENEW:	At the sole discretion of the County, the initial eight-year operational term may be extended for a maximum of one two-year term provided the extension is mutually agreed to by the County and the concessionaire in writing.
RECOMMENDED MODIFICATION:	Amend Lease and Concession Agreement Sub-article 3.01, Minimum Annual Guarantee, to require payment of the lesser of a percentage fee or the MAG payments for the first year and to start that year on the day of beneficial occupancy rather than the lease effective date.
CONTRACT MEASURE:	30% Airport Concession Disadvantaged Business Enterprise (ACDBE) goal.
CONTRACT MEASURE ACHIEVED AT AWARD:	49.2%
CURRENT ACDBE FIRMS:	Master Concessionaire, LLC 21.8% Little Havana To Go, LLC 6.6% ILJ Miami, LLC 20.8%
CONTRACT MEASURE ACHIEVED TO DATE:	21% of gross revenues ($2,057,519.73)
COMPANY PRINCIPALS:	Elie W. Maalouf Mark T. Ratych Charles E. Powers Laura A. Babin Bernard N. Brown
GENDER, ETHNICITY & OWNERSHIP BREAKDOWN:	White Male/Female
COMPANY LOCATION:	6905 Rockledge Drive Bethesda, MD 20817
HOW LONG IN BUSINESS:	Over 27 years

PREVIOUS AGREEMENTS WITH THE COUNTY WITHIN THE PAST FIVE (5) YEARS:	Two (2) Lease and Concession agreements: one (1) for Bookstore/Specialty Cafe and one (1) for Food & Beverage services
LIVING WAGE:	Not Applicable
INSPECTOR GENERAL:	Provisions included in the agreement
FUNDING SOURCE:	This is a revenue-generating agreement
USER AGENCY:	Miami-Dade Aviation Department

MEMORANDUM

(Revised)

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

DATE: January 21, 2010

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

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

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)(C)
1-21-10

RESOLUTION NO. _____

RESOLUTION AUTHORIZING CHANGES IN NAME FROM MIAMI-TO-GO INC. TO MIAMI CONCEPTS LLC; FROM AREAS USA, INC. TO AREAS USA MIA LLC; FROM NAVARRO AT MIAMI, INC. TO NAVARRO AT MIA LLC; AUTHORIZING EXECUTION OF TWELVE RETROACTIVE FIRST AMENDMENTS TO LEASE AND CONCESSION AGREEMENT FOR CONCESSIONS IN THE SOUTH TERMINAL AT MIA

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board authorizes: (i) changes in name from Miami to Go, Inc. to Miami Concepts LLC; from Areas USA, Inc. to Areas USA MIA LLC; from Navarro at Miami, Inc. to Navarro at MIA LLC, (ii) authorizes the County Mayor or County Mayor's designee to execute twelve (12) Retroactive First Amendments to Lease and Concession Agreements between Miami-Dade County and Areas USA MIA LLC., Concessions Miami, LLC., Host International, Inc., Host International, Inc., Duty Free Americas Miami LLC., Faber Coe & Gregg of Florida, Inc., Navarro at MIA, LLC, Air Sun JV, Brookstone Stores, Inc., Miami International Airport Pharmacy, Inc., Miami Concepts LLC, and International Currency Exchange. These Amendments will apply only to locations in the South Terminal, will require payment of the lesser of a percentage fee in lieu of or the MAG payments for the first year, will start that year on the date of Beneficial Occupancy rather than the Lease Effective date, will provide for the abatement for the first such year of any

rent payment indicated in any Amendment, and require the Concessionaires to release the County for all claims related to the concession activity.

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 21st day of January, 2010. 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.

David M. Murray

FIRST AMENDMENT TO
LEASE AND CONCESSION AGREEMENT FOR
AIR SUN J.V.
AT MIAMI INTERNATIONAL AIRPORT

THIS FIRST AMENDMENT to the Lease and Concession Agreement for the Retail Concession Program (the "First Amendment") is made and entered into this _____ day of _____, 2009, by and between Miami-Dade County acting by and through its Aviation Department ("County" or "MDAD") and Air Sun J.V. ("Concessionaire").

WHEREAS, by Resolution No. R-903-06, passed and adopted July 18, 2006, the Board of County Commissioners of Miami-Dade County, Florida authorized a Non-Exclusive Lease and Concession Agreement for Concession Services at Miami International Airport.

WHEREAS, the Aviation Department recognizes the construction and passenger traffic issues encountered by the Concessionaire in its implementation of the Department's South Terminal Concessions Program.

WHEREAS, the Aviation Department desires to make certain accommodations relative to the occupancy costs incurred by the Concessionaire in order to insure the continued presence of a Concessions Program for the traveling public.

NOW THEREFORE, in consideration of the premises, and terms and conditions of the Lease and Concession Agreement, the parties to this First Amendment agree as follows:

Add as seventh paragraph to Sub-Article 3.01 MINIMUM ANNUAL GUARANTEE as follows:

> Commencing upon Beneficial Occupancy of South Terminal Location H20345, Concessionaire shall pay the lesser of the Minimum Annual Guarantee (MAG) or the assigned retail category percentage fee (as determined by Sub-Article 3.05) of the Gross Revenues in lieu of the MAG until the first anniversary date of Beneficial Occupancy for the South Terminal Location. On that anniversary date the Concessionaire shall commence payment of the Adjusted MAG. The Adjusted MAG is derived by taking the aggregate of the monthly percentage performance payments made during the first year of operation. Notwithstanding anything to the contrary contained in Sub-Articles 3.03, 3.04 and 3.11, or in any other Sub-Article this MAG adjustment applies only to the South Terminal concession location of the Concessionaire.

Example for the Adjusted MAG calculation:

Commencing upon First Anniversary of Date of Beneficial Occupancy of the Location:

Location	First Year Gross Revenues	Category Percentage Rent
H1234	$900,000	10%

ADUJUSTED MAG = 10% X $900,000 = $90,000.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Lease and Concession Agreement the date and year first above written.

CONCESSIONAIRE

AirSun Joint Venture
(Legal Name of Corporation)

Sunglass Hut Trading LLC,
By: Managing Venturer
Authorized Officer - Signature

By: Steve Benton
Name: Vice President

(Type Name & Title)

ATTEST:
Secretary
(Signature and Seal)

William Griffiths
Assistant Secretary

(Type Name & Title)

BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

By: _____
Mayor

Attest: Harvey Ruvin, Clerk

By: _____
Deputy Clerk

Approved for Form
and Legal Sufficiency

Assistant County Attorney

RELEASE

In consideration of the approval and full execution of the First Amendment to the Lease and Concession Agreement, which original agreement was by and between Air Sun, J.V. ("Concessionaire") and Miami-Dade County ("County") and was authorized by Resolution No. R-903-06 adopted by the County Commission on July 18, 2006; Concessionaire does hereby release and forever discharge County and all of its officers and employees from any and all actions, claims, causes of actions, or debts related to or arising out of concessionaire's construction activities or related to any lack of passenger traffic, or otherwise related to or caused by the issues or matters set forth in the aforesaid First Amendment.

Air Sun, J.V.
By: Sunglass Hut Trading LLC
Managing Venturer
By: [signature]
Steve Benton
Vice President

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

This sworn statement is submitted for:

PROJECT TITLE Modification of Lease and Concession Agreement

PROJECT NUMBER NO Z-003175

COUNTY OF Dade

STATE OF Florida

Before me the undersigned authority appeared Steve Benton (Print Name), who is personally known to me or who has provided as identification and who (did or did not) take an oath, and who stated:

That he/she is the duly authorized representative of

AIR SUN, A JOINT VENTURE BETWEEN SUNGLASS HUT TRADING, LLC AND CORLISS STONE-LITTLES, LLC
(Name of Entity)

4000 LUXOTTICA PLACE, MASON, OH 45040
(Address of Entity)

2/ 0/ 4/ 1/ 9/ 0/ 6/ 2/ 7
Federal Employment Identification Number

hereinafter referred to as the contracting Entity being its

Managing Joint Venture Partner
(Sole Proprietor)(Partner)(President or Other Authorized Officer)

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

PUBLIC ENTITY CRIMES SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES

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

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

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

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

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

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

,5. The statement, which is marked below, is true in relation to the Entity submitting this sworn statement. [**Please indicate which statement applies**.]

PUBLIC ENTITY CRIMES SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES (Cont'd)

__X__Neither the Entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, nor any affiliate of the Entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

_____The person or affiliate has been placed on the convicted vendor list. **[Please describe any action taken by or pending with the Florida Department of General Services.]**

__X__The person or affiliate has not been placed on the convicted vendor list.

DEBARMENT DISCLOSURE AFFIDAVIT PURSUANT TO SECTIONS 10-38 AND 2-8.4.1 OF THE MIAMI-DADE COUNTY CODE

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

prohibited from entering into any contract with the County during the period for which they have been debarred. Debarment may also constitute grounds for termination of any existing County contract. It is the Entity's responsibility to ascertain this information before submitting the Qualification Statement.

___X____The Entity affirms under oath that neither the Entity, its officers, principals, directors, stockholders, or affiliates, nor its Subcontractor/ Subconsultant have been debarred by the County.

CRIMINAL RECORD AFFIDAVIT
PURSUANT TO SECTION 2_8.6 OF THE
MIAMI_DADE COUNTY CODE

Pursuant to Section 2-8.6 of the Code, the Entity must disclose, at the time the submission, if the Entity or any of its officers, directors, or executives have been convicted of a felony during the past (10) years. Failure to disclose such conviction may result in the debarment of the Entity who knowingly fails to make the required disclosure or to falsify information.

Indicate below if the above named Entity, as of the date of submission:

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

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

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PURSUANT TO SECTION 2-8.1
OF THE MIAMI-DADE COUNTY CODE

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

PART I

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

AIR SUN

4000 LUXOTTICA PLACE

MASON, OH 45040

2. If the transaction is with a Corporation", provide the full legal name and business address' and title for each officer. This disclosure requirement does not apply to publicly traded corporations.

N/A

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

N/A

4. If the transaction is with a Corporation.', provide the full legal name and business address' for each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock and state the percentage. This disclosure requirement does not apply to publicly traded corporations.

N/A

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

Partner #1: Sunglass Hut Trading, LLC – 4000 Luxottica Place, Mason OH 45040

Partner #2: Corliss Stone-Littles, LLC – 1001 Lake Forest Drive

Southlake, TX 76092

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

N/A

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

N/A

DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART II EMPLOYMENT DISCLOSURE

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

☐ Yes ☒ No

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

☒ Yes ☐ No

NOTE: Store associates are employed by Sunglass Hut. Sunglass Hut associates are provided paid health benefits through Sunglass Hut.

3. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:

	White:	1609	Males	2605 Females
	Asian:	231	Males	393 Females
	Black:	394	Males	707 Females
NA & AN are grouped as one:	Native American:	17	Males	28 Females
	Hispanics:	556	Males	951 Females
	Alaskan Natives:		Males	Females
	Hawaiian/Pacific Island	1	Males	3 Females
	Two or more Races	1	Males	1 Females
	Not Applicable	58	Males	93 Females

***See explanation below**

(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

*Air Sun is a joint venture composed of:

(1) Sunglass Hut Trading LLC: Above

(2) Corliss Stone-Littles, LLC:

White:	4	Males	10	Females
Asian:	0	Males	1	Females
Black:	7	Males	4	Females
Native American:	0	Males	0	Females
Hispanics:	1	Males	4	Females
Alaskan Natives:	0	Males	0	Females
		Males		Females
		Males		Females

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART II (Cont'd)

LIST ALL CONTRACTS IN EFFECT WITH MIAMIMDADE COUNTY DURING THE LAST FIVE (5) YEARS:

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(1)			
_____	$ _____	$ _____	_____%

Name of Dept. & Summary of Services Performed: N/A

Litigation Arising out of Contract: _____

(2)

_____ $ _____ $ _____ _____%

Name of Dept. & Summary of Services Performed: N/A

Litigation Arising out of Contract: _____

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART II (Cont'd)

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(3)			
_____	$_____	$_____	_____%

Name of Dept. & Summary of Services Performed: N/A

Litigation Arising out of Contract: _____

(4)			
_____	$_____	$_____	_____%

Name of Dept. & Summary of Services Performed: N/A

Litigation Arising out of Contract: _____

(ADD EXTRA SHEET(S) IF NEEDED.)

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART III

A. How long has Entity been in business? 3.5 YEARS

B. 1. Has the Entity ever done business under another name or with another firm? NO
If yes, attach separate sheet(s) listing same information as in parts I, II and III of this affidavit.

2. Have the principals of the Entity ever done business under another name or with another firm? NO
If yes, attach separate sheet(s) Listing same information as in Parts I, II and III of this affidavit.

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

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

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

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

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

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

DISABILITY NONDISCRIMINATION
PURSUANT TO COUNTY RESOLUTION NOS. R_182_OO AND R-385-95,

Pursuant to County Resolution No. R-182_OO, amending Resolution No. R-385-95, the Entity shall, as a condition of award, provide written certification that the firm is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act, the Fair Housing Act, nor any other laws prohibiting discrimination on the basis of disability. Any post-award violation of these Acts may result in the contract being declared void. If any certifying Respondent or their affiliate is found in violation of the Acts, the County will conduct no further business with such attesting firm. Any violation of this Resolution may result in debarment.

_X_____The Entity affirms under oath that the Entity is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act, the Fair Housing Act, nor any other laws prohibiting discrimination on the basis of disability.

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

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

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

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

Pursuant to County Resolution No. R-185-00, the Entity shall, as a condition of award, provide written certification that the firm is in compliance with the County's domestic leave policy. Failure to comply with the requirements of this Resolution may result in the contract being declared void, the contract being terminated, and/or the firm being debarred. The obligation to provide domestic leave to their employees shall be a contractual obligation.

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

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

Pursuant to Section 2-8.1 (c) of the Code, the Entity shall verify that all delinquent and currently due fees or taxes - including but not limited to real and property taxes, utility taxes and occupational licenses - collected in the normal course by the County Tax Collector, as well as County issued parking tickets for vehicles registered in the name of the Entity, have been paid. Failure to comply with this requirement may result in debarment

__X_____The Entity affirms under oath that the Entity does not have any County delinquent and currently due fees or taxes, or parking tickets for vehicles registered in the name of the Entity.

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

Pursuant to Section 2-8.1.2 (b) of the Code, no person or entity shall be awarded or receive a County contract for public improvements unless such person or entity certifies that it will provide a drug free workplace. Failure to comply with this policy may result in debarment for those persons or entities that knowingly violate this policy or falsify information.

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

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

Pursuant to Section 2-8.1 (h) of the Code, no individual or entity shall be allowed to receive any additional County contracts, if it is in arrears in any payment under a contract, promissory note or other loan document with the County, or any of its agencies or instrumentalities, including the Public Health Trust, either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1 (b)(8) of the Code,

until either the arrearage has been paid in full or the County has agreed in writing to a payment schedule. Failure to meet the terms and conditions of any obligation or repayment schedule with the County shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County. .

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

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

Pursuant to Section 2-8.1 (i) of the Code, each person or entity that seeks to do business with the County shall adopt a Code of Business Ethics ("Ethics Code") and shall, prior to the execution of any contract between the Entity and the County, submit an affidavit stating that the Entity has adopted an Ethics Code that complies with the requirements of Section 2-8.1 (i) of the Code. An entity failing to submit the required affidavit shall be ineligible for contract award.

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

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

(Signature of Authorized Representative)

Title Vice President of Real Estate
Sunglass Hut Trading, LLC

Date June 18, 2009

STATE OF: OHIO

COUNTY OF: WARREN

The above certifications/verifications were acknowledged before me this 18 day of June, 20 09 ,.

by STEVE BENTON
(Authorized Representative)
of Sunglass Hut Trading, LLC
(Name of Corporation, partnership, etc.)

who is personally known to me or has produced as identification and who did/did not take an oath.

(Signature of Notary)

Christine Osborne
(Print Name)

Notary Stamp or Seal

NOTARY PUBLIC STATE OF OHIO

CHRISTINE OSBORNE
Notary Public, State of Ohio
My Commission Expires
April 30, 2011

Notary Commission Number: _____

My Commission Expires: 4-30-11

FIRST AMENDMENT TO
LEASE AND CONCESSION AGREEMENT FOR
AREAS USA MIA, LLC
AT MIAMI INTERNATIONAL AIRPORT

THIS FIRST AMENDMENT to the Lease and Concession Agreement for Areas USA MIA, LLC (the "First Amendment") is made and entered into this _____ day of _____, 2009, by and between Miami-Dade County acting by and through its Aviation Department ("County" or "MDAD") and Areas USA MIA, LLC ("Concessionaire"), formerly known as Areas USA, Inc..

WHEREAS, by Resolution No. R-196-06, passed and adopted February 7, 2006, the Board of County Commissioners of Miami-Dade County, Florida authorized a Non-Exclusive Lease and Concession Agreement for Food & Beverage Concessions at Miami International Airport.

WHEREAS, the Aviation Department recognizes the construction and passenger traffic issues encountered by the Concessionaire in its implementation of the Department's South Terminal Concessions Program.

WHEREAS, the Aviation Department desires to make certain accommodations relative to the occupancy costs incurred by the Concessionaire in order to insure the continued presence of a Concessions Program for the traveling public.

NOW THEREFORE, in consideration of the premises, and terms and conditions of the Lease and Concession Agreement, the parties to this First Amendment agree as follows:

Add as third paragraph to Sub-Article 3.01 MINIMUM ANNUAL GUARANTEE (MAG) as follows:

> Commencing on the Beneficial Occupancy of South Terminal Locations J2446, J2448, J2414, J2442, J2418, J2440, and J2990, Concessionaire shall pay the lesser of the Minimum Annual Guarantee (MAG) or the assigned concession category percentage fee (as determined by Sub-Article 3.04) of Gross Revenues in lieu of the MAG until the first anniversary date of Beneficial Occupancy for each South Terminal Location. On that date the Concessionaire shall commence payment of the Adjusted MAG. The Adjusted MAG is derived by taking the aggregate of the monthly percentage performance payments made during the first year of operation. Notwithstanding anything to the contrary contained in Sub-Articles 3.03, 3.04 and 3.11, or in any other Sub-Article this MAG adjustment applies only to the South Terminal concession locations of the Concessionaire.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Agreement the date and year first above written.

CONCESSIONAIRE

Areas USA MIA, LLC
(Legal Name of Corporation)

By: _____
Authorized Officer - Signature

Name: Francesco Balli

_____
Francesco Balli/Vice President of Finance

ATTEST:
Secretary _____
(Signature and Seal)

Kirk Weiss, General Counsel
(Type Name & Title)

BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

By: _____
Mayor

Attest: Harvey Ruvin, Clerk

By: _____
Deputy Clerk

Approved for Form
and Legal Sufficiency

_____
Assistant County Attorney

Example for the Adjusted MAG calculation:

Commencing upon First Anniversary of Date of Beneficial Occupancy of each South Terminal Location:

Location	First Year Gross Revenues	Category Percentage Rent
H1234	$900,000	10%

ADUJUSTED MAG = 10% X $900,000 = $90,000.

Add as fifth paragraph to Sub-Article 3.06 Annual Rental as follows:

Commencing on the Beneficial Occupancy, Concessionaire shall not be required to pay annual rent for South Terminal Locations J2446, J2448, J2414, J2442, J2418, J2440, and J2990, until the first anniversary date of Beneficial Occupancy for each South Terminal Location. On that date the Concessionaire shall commence payment of the annual rent. Notwithstanding anything to the contrary contained in Sub-Article 3.06, or in any other Sub-Article this rent abatement applies only to the South Terminal concession locations of the Concessionaire.

RELEASE

In consideration of the approval and full execution of the First Amendment to the Lease and Concession Agreement, which original agreement was by and between Areas USA. ("Concessionaire") and Miami-Dade County ("County") and was authorized by Resolution No. R-196-06 adopted by the County Commission on February 7, 2006; Concessionaire does hereby release and forever discharge County and all of its officers and employees from any and all actions, claims, causes of actions, or debts related to or arising out of concessionaire's construction activities or related to any lack of passenger traffic, or otherwise related to or caused by the issues or matters set forth in the aforesaid First Amendment.

Areas USA

Areas

RECEIVED
JUN 19 2009
Manager
Commercial Operations

June 18, 2009

Via FedEx

Adrian Songer
Manager of Commercial Operations
Miami International Airport
Miami-Dade Aviation Department
2nd Level – Concourse E – 6th Floor
Miami, Florida 33102-5504

RE: Areas USA MIA, LLC and Miami-Dade International Airport, Single Execution Affidavits, (the "Affidavits")

Dear Mr. Songer,

Enclosed please find executed copies of the above-referenced Affidavits.

Should you have any questions or concerns, please feel free to contact me directly.

Regards,

Susan Marks
Contracts Compliance Officer

Areas USA, Inc. • 5301 Blue Lagoon Drive, Suite 690 • Miami, FL 33126 • Tel: 305.267.8510 • Fax: 305.675.8488

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

This sworn statement is submitted for:

PROJECT TITLE_____

PROJECT NUMBER MDAD0104

COUNTY OF DADE

STATE OF FLORIDA

Before me the undersigned authority appeared FRANCESCO BALLI (Print Name), who is personally known to me or who has provided as identification and who (did or did not) take an oath, and who stated:

That he/she is the duly authorized representative of

AREAS USA MIA, LLC
(Name of Entity)

5301 BLUE LAGOON DRIVE
(Address of Entity) SUITE 690 MIAMI, FL 33126

26-1911310184
Federal Employment Identification Number

hereinafter referred to as the contracting Entity being its

(Sole Proprietor)(Partner)(President or Other Authorized Officer)
VP of FINANCE

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

PUBLIC ENTITY CRIMES
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES

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

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

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

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

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

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

5. The statement which is marked below is true in relation to the Entity submitting this sworn statement. **[Please indicate which statement applies.]**

PUBLIC ENTITY CRIMES
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES (Cont'd)

__✓__Neither the Entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, nor any affiliate of the Entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

_____The person or affiliate has been placed on the convicted vendor list. **[Please describe any action taken by or pending with the Florida Department of General Services.]**

__✓__The person or affiliate has not been placed on the convicted vendor list.

DEBARMENT DISCLOSURE AFFIDAVIT
PURSUANT TO SECTIONS 10-38 AND 2-8.4.1
OF THE MIAMI-DADE COUNTY CODE

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

prohibited from entering into any contract with the County during the period for which they have been debarred. Debarment may also constitute grounds for termination of any existing County contract. It is the Entity's responsibility to ascertain this information before submitting the Qualification Statement.

___✓___ The Entity affirms under oath that neither the Entity, its officers, principals, directors, stockholders, or affiliates, nor its Subcontractor/ Subconsultant have been debarred by the County.

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

Pursuant to Section 2-8.6 of the Code, the Entity must disclose, at the time the submission, if the Entity or any of its officers, directors, or executives have been convicted of a felony during the past (10) years. Failure to disclose such conviction may result in the debarment of the Entity who knowingly fails to make the required disclosure or to falsify information.

Indicate below if the above named Entity, as of the date of submission:

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

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

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PURSUANT TO SECTION 2-8.1
OF THE MIAMI-DADE COUNTY CODE

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

PART I

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

AREAS USA MIA, LLC
5301 BLUE LAGOON DRIVE, SUITE 690
MIAMI, FLORIDA 33126

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

XAVIER RABELL
CEO

MARK TAITT
VP OPERATIONS

EDUARDO URIBE
VP DEVELOPMENT

5301 BLUE LAGOON DR, STE 690

FRANCESCO BALLI
VP FINANCE

MIAMI, FLA 33126

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

XAVIER RABELL

4. If the transaction is with a Corporation**, provide the full legal name and business address* for each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock and state the percentage. This disclosure requirement does not apply to publicly traded corporations.

AREAS, S.A. 100%

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

N/A

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

N/A

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

N/A

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART II (Cont'd)

LIST ALL CONTRACTS IN EFFECT WITH MIAMI-DADE COUNTY DURING THE LAST FIVE (5) YEARS:

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(1)			
_____	$_____	$_____	_____%

Name of Dept. & Summary of Services Performed: AREAS USA MIA, LLC BOOKS & BOOKS AT MIAMI-DADE COUNTY, FLORIDA DESIRES TO CREATE A RETAIL CONCESSIONS PROGRAM IN CONJUNCTION WITH THE DEVELOPMENT PROGRAM FOR THE NORTH, AND SOUTH TERMINAL PROJECTS; AND THE CONCESSIONS PROGRAM IS DESIGNED TO PROVIDE A LOCALLY, NATIONALLY, AND INTERNATIONALLY RECOGNIZED THEMED TENANT BASE

Litigation Arising out of Contract: N/A

(2)			
_____	$_____	$_____	_____%

Name of Dept. & Summary of Services Performed: _____

Litigation Arising out of Contract: _____

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART II (Cont'd)

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL

(3)

_____ $_____ $_____ _____%

Name of Dept. & Summary of Services Performed _____

Litigation Arising out of Contract _____

(4)

_____ $_____ $_____ _____%

Name of Dept. & Summary of Services Performed _____

Litigation Arising out of Contract _____

(ADD EXTRA SHEET(S) IF NEEDED.)

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART III

A. How long has Entity been in business? 1/11/2008

B. 1. Has the Entity ever done business under another name or with another firm? NO
If yes, attach separate sheet(s) listing same information as in parts I, II and III of this affidavit.

2. Have the principals of the Entity ever done business under another name or with another firm? YES - SEE ATTACHED SPREADSHEET
If yes, attach separate sheet(s) Listing same information as in Parts I, II and III of this affidavit.

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

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

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

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

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

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

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

Pursuant to County Resolution No. R-182-00, amending Resolution No. R-385-95, the Entity shall, as a condition of award, provide written certification that the firm is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act, the Fair Housing Act, nor any other laws prohibiting discrimination on the basis of disability. Any post-award violation of these Acts may result in the contract being declared void. If any certifying Respondent or their affiliate is found in violation of the Acts, the County will conduct no further business with such attesting firm. Any violation of this Resolution may result in debarment.

_____ The Entity affirms under oath that the Entity is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act, the Fair Housing Act, nor any other laws prohibiting discrimination on the basis of disability.

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

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

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

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

Pursuant to County Resolution No. R-185-00, the Entity shall, as a condition of award, provide written certification that the firm is in compliance with the County's domestic leave policy. Failure to comply with the requirements of this Resolution may result in the contract being declared void, the contract being terminated, and/or the firm being debarred. The obligation to provide domestic leave to their employees shall be a contractual obligation.

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

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

Pursuant to Section 2-8.1(c) of the Code, the Entity shall verify that all delinquent and currently due fees or taxes - including but not limited to real and property taxes, utility taxes and occupational licenses - collected in the normal course by the County Tax Collector, as well as County issued parking tickets for vehicles registered in the name of the Entity, have been paid. Failure to comply with this requirement may result in debarment.

✓ The Entity affirms under oath that the Entity does not have any County delinquent and currently due fees or taxes, or parking tickets for vehicles registered in the name of the Entity.

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

Pursuant to Section 2-8.1.2 (b) of the Code, no person or entity shall be awarded or receive a County contract for public improvements unless such person or entity certifies that it will provide a drug free workplace. Failure to comply with this policy may result in debarment for those persons or entities that knowingly violate this policy or falsify information.

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

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

Pursuant to Section 2-8.1(h) of the Code, no individual or entity shall be allowed to receive any additional County contracts, if it is in arrears in any payment under a contract, promissory note or other loan document with the County, or any of its agencies or instrumentalities, including the Public Health Trust, either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the Code,

until either the arrearage has been paid in full or the County has agreed in writing to a payment schedule. Failure to meet the terms and conditions of any obligation or repayment schedule with the County shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

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

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

Pursuant to Section 2-8.1(i) of the Code, each person or entity that seeks to do business with the County shall adopt a Code of Business Ethics ("Ethics Code") and shall, prior to the execution of any contract between the Entity and the County, submit an affidavit stating that the Entity has adopted an Ethics Code that complies with the requirements of Section 2-8.1(i) of the Code. An entity failing to submit the required affidavit shall be ineligible for contract award.

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

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

(Signature of Authorized Representative)

Title VP of FINANCE

Date 06/08/09

STATE OF:

COUNTY OF:

The above certifications/verifications were acknowledged before me this 8th day of June, 2009,

by _____,
(Authorized Representative)

of AREAS USA MJA, LLC,
(Name of Corporation, Partnership, etc.)

who is personally known to me or has produced as identification and who did/did not take an oath.

Heather Nicole Barnett
(Signature of Notary)

Heather Nicole Barnett
(Print Name)

Notary Stamp or Seal:

HEATHER NICOLE BARNETT
MY COMMISSION #DD573271
EXPIRES: JUL 12, 2010
Bonded through 1st State Insurance

Notary Commission Number: DD573271

My Commission Expires: July 12, 2010

DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART II
EMPLOYMENT DISCLOSURE

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

☐ Yes ☑ No

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

☑ Yes ☐ No

3. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:

White:	_____ Males	_____ Females
Asian:	_____ Males	_____ Females
Black:	_____ Males	_____ Females
Native American:	_____ Males	_____ Females
Hispanics:	_____ Males	_____ Females
Alaskan Natives:	_____ Males	_____ Females
_____:	_____ Males	_____ Females
_____:	_____ Males	_____ Females

(ADD EXTRA SHEETS IF NEEDED) – SEE ATTACHED; HOWEVER NATIONAL ORIGIN AND RACE IS NOT AVAILABLE

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

Part 3: Disclosure of Ownership Affidavit
Have the principals of the Entity ever done business under another name or with another firm?

Entity Name Same Corporate Address: 5301 Blue Lagoon Drive, Suite 690 Miami, Florida 33126	State of Operations	Federal Employer Tax Identification Number (FEIN)	Part 1 No. 2 List Officers	Part 1 No. 3	Part 1 No. 4	Part 1 No. 5 - 7	Part 2/No. 1 ~ Does your firm have a collective bargaining agreement with its employees?	Part 2/No. 2 ~ Does your firm provide paid health care benefits for its employees?	Part 2/No. 3 ~ Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender: Males		Females				List all Contracts in effect with Miami-Dade County during the last (5) years
Areas USA Atlanta, LLC	Georgia	26-2635521	Xavier Rabell (CEO) Eduardo Uribe (VP Dev) Francesco Balli (VP Finance) Mark Taitt (VP of Operations) David Flaherty (VP of Retail)	Xavier Rabell	Areas, S.A. 100%	N/A	NO	Yes	MALE	73	FEMALE	90	NOT SPECIFIED	3	None
Areas USA BOS, LLC	Massachusetts	26-1913263	Xavier Rabell (CEO) Eduardo Uribe (VP Dev) Francesco Balli (VP Finance) Mark Taitt (VP of Operations)	Xavier Rabell	Areas, S.A. 100%	N/A	NO	Yes	MALE	4	FEMALE	10	NOT SPECIFIED	0	None
Areas USA DCA Retail, LLC	District of Columbia	N/A	Xavier Rabell (CEO) Eduardo Uribe (VP Dev) Francesco Balli (VP Finance) Mark Taitt (VP of Operations) David Flaherty (VP of Retail)	Xavier Rabell	Areas, S.A. 100%	N/A	NO	Yes							None
Areas USA DCA, LLC	District of Columbia	26-2635814	Xavier Rabell (CEO) Eduardo Uribe (VP Dev) Francesco Balli (VP Finance) Mark Taitt (VP of Operations)	Xavier Rabell	Areas, S.A. 100%	N/A	NO	Yes							None
Areas USA DD, LLC	Delaware	26-1913228	Xavier Rabell (CEO) Eduardo Uribe (VP Dev) Francesco Balli (VP Finance) Mark Taitt (VP of Operations) David Flaherty (VP of Retail)	Xavier Rabell	Areas, S.A. 100%	N/A	NO	Yes	MALE	12	FEMALE	22	NOT SPECIFIED	2	None
Areas USA DTW, LLC	Michigan	26-1913178	Xavier Rabell (CEO) Eduardo Uribe (VP Dev) Francesco Balli (VP Finance) Mark Taitt (VP of Operations)	Xavier Rabell	Areas, S.A. 100%	N/A	NO	Yes	MALE	52	FEMALE	23	NOT SPECIFIED	7	None

Areas USA EWR Retail, LLC	New Jersey	N/A	Xavier Rabell (CEO) Eduardo Uribe (VP Dev) Francesco Balli (VP Finance) Mark Taitt (VP of Operations) David Flaherty (VP of Retail)	Xavier Rabell	Areas, S.A. 100%	N/A	NO	Yes	MALE	239	FEMALE	399	NOT SPECIFIED	6	None
Areas USA FLTP, LLC	Florida	26-3965820	Xavier Rabell (CEO) Eduardo Uribe (VP Dev) Francesco Balli, (VP Finance) Mark Taitt (VP of Operations) David Flaherty (VP of Retail)	Xavier Rabell	Areas, S.A. 100%	N/A	NO	Yes							None
Areas USA IND, LLC	Indianapolis	26-2635942	Xavier Rabell (CEO) Eduardo Uribe (VP Dev) Francesco Balli (VP Finance) Mark Taitt (VP of Operations)	Xavier Rabell	Areas, S.A. 100%	N/A	NO	Yes							None
Areas USA LAX, LLC	California	N/A	Xavier Rabell (CEO) Eduardo Uribe (VP Dev) Francesco Balli (VP Finance) Mark Taitt (VP of Operations) David Flaherty (VP of Retail)	Xavier Rabell	Areas, S.A. 100%	N/A	NO	Yes							None
Areas USA MCO Retail, LLC	Florida	N/A	Xavier Rabell (CEO) Eduardo Uribe (VP Dev) Francesco Balli (VP Finance) Mark Taitt (VP of Operations) David Flaherty (VP of Retail)	Xavier Rabell	Areas, S.A. 100%	N/A	NO	Yes	MALE	52	FEMALE	23	NOT SPECIFIED	7	None
Areas USA MCO, LLC	Florida	26-1913147	Xavier Rabell (CEO) Eduardo Uribe (VP Dev) Francesco Balli (VP Finance) Mark Taitt (VP of Operations)	Xavier Rabell	Areas, S.A. 100%	N/A	NO	Yes	MALE	55	FEMALE	61	NOT SPECIFIED	1	None
Areas USA MIA, LLC	Florida	26-1913084	Xavier Rabell (CEO) Eduardo Uribe (VP Dev) Francesco Balli (VP Finance) Mark Taitt (VP of Operations)	Xavier Rabell	Areas, S.A. 100%	N/A	NO	Yes							Books & Books Miami
Areas USA MIA Retail, LLC	Florida	N/A	Xavier Rabell (CEO) Eduardo Uribe (VP Dev) Francesco Balli (VP Finance) Mark Taitt (VP of Operations)	Xavier Rabell	Areas, S.A. 100%	N/A	NO	Yes							None
Areas USA SJC, LLC	California	N/A	Xavier Rabell (CEO) Eduardo Uribe (VP Dev) Francesco Balli (VP Finance) Mark Taitt (VP of Operations) David Flaherty (VP of Retail)	Xavier Rabell	Areas, S.A. 100%	N/A	NO	Yes							None

Areas USA, Inc.	Florida	20-3841699	Jose Gabriel Martin Eduardo Uribe (VP Dev) Xavier Rabell (CEO) Gonsal Artigot Francesco Balli (VP of Finance)	Jose Gabriel Martin	Areas, S.A. 100%	N/A	NO	Yes	Books & Books were originally contracted with Areas Usa, Inc. ad it's interests werte assigned to Areas USA MIA, LLC

FIRST AMENDMENT TO
LEASE AND CONCESSION AGREEMENT FOR
BROOKSTONE STORES, INC.
AT MIAMI INTERNATIONAL AIRPORT

THIS FIRST AMENDMENT to the Lease and Concession Agreement for the Retail Concession Program (the "First Amendment") is made and entered into this _____ day of _____, 2009, by and between Miami-Dade County acting by and through its Aviation Department ("County" or "MDAD") and Brookstone Stores, Inc. ("Concessionaire"); and

WHEREAS, by Resolution No. R-904-06, passed and adopted July 18, 2006, the Board of County Commissioners of Miami-Dade County, Florida authorized a Non-Exclusive Lease and Concession Agreement for concession services under the Retail Concession Program at Miami International Airport; and

WHEREAS, the Aviation Department recognizes the construction and passenger traffic issues encountered by the Concessionaire in its implementation of the Department's South Terminal Concessions Program; and

WHEREAS, the Aviation Department desires to make certain accommodations relative to the occupancy costs incurred by the Concessionaire in order to insure the continued presence of a Concessions Program for the traveling public; and

NOW THEREFORE, in consideration of the premises, and terms and conditions of the Lease and Concession Agreement, the parties to this First Amendment agree as follows:

Add as seventh paragraph to Sub-Article 3.01MINIMUM ANNUAL GUARANTEE as follows:

> Commencing upon Beneficial Occupancy of South Terminal Location J2424, Concessionaire shall pay the lesser of the Minimum Annual Guarantee (MAG) or the assigned retail category percentage fee (as determined by Sub-Article 3.05) of the Gross Revenues in lieu of the MAG until the first anniversary date of Beneficial Occupancy for each South Terminal Location. On that anniversary date the Concessionaire shall commence payment of the Adjusted MAG. The Adjusted MAG is derived by taking the aggregate of the monthly percentage performance payments made during the first year of operation. Notwithstanding anything to the contrary contained in Sub-Articles 3.03, 3.04 and 3.11, or in any other Sub-Article this MAG adjustment applies only to the South Terminal concession location of the Concessionaire.

Example for the Adjusted MAG calculation:
Commencing upon First Anniversary of Date of Beneficial Occupancy of each Location:

Location	First Year Gross Revenues	Category Percentage Rent
H1234	$900,000	10%

ADUJUSTED MAG = 10% X $900,000 = $90,000.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Lease and Concession Agreement the date and year first above written.

CONCESSIONAIRE

Brookstone Stores, Inc.
(Legal Name of Corporation)

By: _____
Authorized Officer - Signature

Name: Thomas F. Moynihan
Vice President

_____
(Type Name & Title)

ATTEST:
Treasurer _____
(Signature and Seal)

R. W. Fusco, Treasurer

_____
(Type Name & Title)

BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

By: _____
Mayor

Attest: Harvey Ruvin, Clerk

By: _____
Deputy Clerk

Approved for Form
and Legal Sufficiency

_____
Assistant County Attorney

RELEASE

In consideration of the approval and full execution of the First Amendment to the Lease and Concession Agreement, which original agreement was by and between Brookstone Stores, Inc.. ("Concessionaire") and Miami-Dade County ("County") and was authorized by Resolution No. R-904-06 adopted by the County Commission on July 18, 2006; Concessionaire does hereby release and forever discharge County and all of its officers and employees from any and all actions, claims, causes of actions, or debts related to or arising out of concessionaire's construction activities or related to any lack of passenger traffic, or otherwise related to or caused by the issues or matters set forth in the aforesaid First Amendment.

Brookstone Stores, Inc.

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

This sworn statement is submitted for:

PROJECT TITLE Lease & Concession Agreement for Retail Concession at Miami International Airport

PROJECT NUMBER RFP No. MDAD-05-05

COUNTY OF Hillsborough

STATE OF New Hampshire

Before me the undersigned authority appeared Thomas F. Moynihan (Print Name), who is personally known to me or who has provided as identification and who (did or did not) take an oath, and who stated:

That he/she is the duly authorized representative of

Brookstone Stores, Inc.

(Name of Entity)

One Innovation Way
Merrimack, NH 03054-4873

(Address of Entity)

02-0482513

___ ___ ___ ___ ___ ___/___/___/

Federal Employment Identification Number

hereinafter referred to as the contracting Entity being its

Vice President

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

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

PUBLIC ENTITY CRIMES
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES

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

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

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

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

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

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

5. The statement which is marked below is true in relation to the Entity submitting this sworn statement. **[Please indicate which statement applies.]**

PUBLIC ENTITY CRIMES
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES (Cont'd)

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

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

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

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

_____The person or affiliate has been placed on the convicted vendor list. **[Please describe any action taken by or pending with the Florida Department of General Services.]**

_____The person or affiliate has not been placed on the convicted vendor list.

DEBARMENT DISCLOSURE AFFIDAVIT
PURSUANT TO SECTIONS 10-38 AND 2-8.4.1
OF THE MIAMI-DADE COUNTY CODE

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

prohibited from entering into any contract with the County during the period for which they have been debarred. Debarment may also constitute grounds for termination of any existing County contract. It is the Entity's responsibility to ascertain this information before submitting the Qualification Statement.

__X__ The Entity affirms under oath that neither the Entity, its officers, principals, directors, stockholders, or affiliates, nor its Subcontractor/ Subconsultant have been debarred by the County.

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

Pursuant to Section 2-8.6 of the Code, the Entity must disclose, at the time the submission, if the Entity or any of its officers, directors, or executives have been convicted of a felony during the past (10) years. Failure to disclose such conviction may result in the debarment of the Entity who knowingly fails to make the required disclosure or to falsify information.

Indicate below if the above named Entity, as of the date of submission:

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

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

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PURSUANT TO SECTION 2-8.1
OF THE MIAMI-DADE COUNTY CODE

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

PART I

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

   Brookstone Stores, Inc.
   One Innovation Way
   Merrimack, NH 03054-4873

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

   Philip Roizin, Interim President & CEO
   George Sutherland, Executive Vice President
   Thomas F. Moynihan, Vice President, Treasurer & Assist. Sec.
   Jonathan D. Cohen, Secretary
   Robert W. Fusco, Assistant Treasurer
   all at One Innovation Way, Merrimack, NH 03054-4873

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

   Philip Roizin, Director One Innovation Way, Merrimack, NH 03054-4873

4. If the transaction is with a Corporation**, provide the full legal name and business address* for each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock and state the percentage. This disclosure requirement does not apply to publicly traded corporations.

   N/A - 100% of stock is owned by
   Brookstone Company, Inc.

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

N/A _____

_____

_____

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

N/A _____

_____

_____

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

N/A _____

_____

_____

DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART II
EMPLOYMENT DISCLOSURE

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

☐ Yes X No

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

For full-time associates X Yes ☐ No

3. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:

White:	1,149	Males	862	Females
Asian:	111	Males	77	Females
Black:	179	Males	174	Females
Native American: *	6	Males	9	Females
Hispanics:	209	Males	159	Females
Alaskan Natives: *		Males		Females
Native Hawaiian/ Pacific Islander:	15	Males	6	Females
2 or more races:	46	Males	40	Females

*Brookstone records combine Native American & Native Alaskan

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

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART II (Cont'd)

LIST ALL CONTRACTS IN EFFECT WITH MIAMI-DADE COUNTY DURING THE LAST FIVE (5) YEARS:

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(1)			
_____	$_____	$_____	_____%

Name of Dept. & Summary of Services Performed _____

_____

_____

Litigation Arising out of Contract _____

_____

_____

(2)			
_____	$_____	$_____	_____%

Name of Dept. & Summary of Services Performed _____

_____

_____

Litigation Arising out of Contract _____

_____

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART II (Cont'd)

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL

(3)

_____ $_____ $_____ _____%

Name of Dept. & Summary of Services Performed _____

Litigation Arising out of Contract _____

(4)

_____ $_____ $_____ _____%

Name of Dept. & Summary of Services Performed _____

Litigation Arising out of Contract _____

(ADD EXTRA SHEET(S) IF NEEDED.)

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART III

A. How long has Entity been in business? _ 14 years (8/14/95) _

B. 1. Has the Entity ever done business under another name or with another firm? No
If yes, attach separate sheet(s) listing same information as in parts I, II and III of this affidavit.

2. Have the principals of the Entity ever done business under another name or with another firm? No
If yes, attach separate sheet(s) Listing same information as in Parts I, II and III of this affidavit.

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

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

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

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

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

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

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

Pursuant to County Resolution No. R-182-00, amending Resolution No. R-385-95, the Entity shall, as a condition of award, provide written certification that the firm is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act, the Fair Housing Act, nor any other laws prohibiting discrimination on the basis of disability. Any post-award violation of these Acts may result in the contract being declared void. If any certifying Respondent or their affiliate is found in violation of the Acts, the County will conduct no further business with such attesting firm. Any violation of this Resolution may result in debarment.

X The Entity affirms under oath that the Entity is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act, the Fair Housing Act, nor any other laws prohibiting discrimination on the basis of disability.

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

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

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

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

Pursuant to County Resolution No. R-185-00, the Entity shall, as a condition of award, provide written certification that the firm is in compliance with the County's domestic leave policy. Failure to comply with the requirements of this Resolution may result in the contract being declared void, the contract being terminated, and/or the firm being debarred. The obligation to provide domestic leave to their employees shall be a contractual obligation.

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

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

Pursuant to Section 2-8.1(c) of the Code, the Entity shall verify that all delinquent and currently due fees or taxes - including but not limited to real and property taxes, utility taxes and occupational licenses - collected in the normal course by the County Tax Collector, as well as County issued parking tickets for vehicles registered in the name of the Entity, have been paid. Failure to comply with this requirement may result in debarment.

X The Entity affirms under oath that the Entity does not have any County delinquent and currently due fees or taxes, or parking tickets for vehicles registered in the name of the Entity.

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

Pursuant to Section 2-8.1.2 (b) of the Code, no person or entity shall be awarded or receive a County contract for public improvements unless such person or entity certifies that it will provide a drug free workplace. Failure to comply with this policy may result in debarment for those persons or entities that knowingly violate this policy or falsify information.

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

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

Pursuant to Section 2-8.1(h) of the Code, no individual or entity shall be allowed to receive any additional County contracts, if it is in arrears in any payment under a contract, promissory note or other loan document with the County, or any of its agencies or instrumentalities, including the Public Health Trust, either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the Code,

until either the arrearage has been paid in full or the County has agreed in writing to a payment schedule. Failure to meet the terms and conditions of any obligation or repayment schedule with the County shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

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

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

Pursuant to Section 2-8.1(i) of the Code, each person or entity that seeks to do business with the County shall adopt a Code of Business Ethics ("Ethics Code") and shall, prior to the execution of any contract between the Entity and the County, submit an affidavit stating that the Entity has adopted an Ethics Code that complies with the requirements of Section 2-8.1(i) of the Code. An entity failing to submit the required affidavit shall be ineligible for contract award.

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

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

(Signature of Authorized Representative)
Thomas F. Moynihan
Title Vice President

Date June 12, 2009

STATE OF: NEW HAMPSHIRE

COUNTY OF: HILLSBOROUGH

The above certifications/verifications were acknowledged before me this 12th day of June, 20 09

by Thomas F. Moynihan,
orized Representative)
of Brookstone Stores, Inc.,
(Name of Corporation, Partnership, etc.)

who is personally known to me or has produced as identification and who did/did not take an oath.

(Signature of Notary)

Notary Stamp or Seal:

LIANNE C. DIONNE
(Print Name)

Notary Commission Number: _____

My Commission Expires: LIANNE C. DIONNE
Notary Public - New Hampshire
My Commission Expires September 5, 2012

FIRST AMENDMENT TO
LEASE AND CONCESSION AGREEMENT FOR
CONCESSIONS MIAMI, LLC
AT MIAMI INTERNATIONAL AIRPORT

THIS FIRST AMENDMENT to the Lease and Concession Agreement for Concessions Miami, LLC (the "First Amendment") is made and entered into this _____ day of _____, 2009, by and between Miami-Dade County acting by and through its Aviation Department ("County" or "MDAD") and Concessions Miami, LLC ("Concessionaire").

WHEREAS, by Resolution No. R-195-06, passed and adopted February 7, 2006, the Board of County Commissioners of Miami-Dade County, Florida authorized a Non-Exclusive Lease and Concession Agreement for a Food & Beverage Concessions at Miami International Airport.

WHEREAS, the Aviation Department recognizes the construction and passenger traffic issues encountered by the Concessionaire in its implementation of the Department's South Terminal Concessions Program.

WHEREAS, the Aviation Department desires to make certain accommodations relative to the occupancy costs incurred by the Concessionaire in order to insure the continued presence of a Concessions Program for the traveling public.

NOW THEREFORE, in consideration of the premises, and terms and conditions of the Lease and Concession Agreement, the parties to this First Amendment agree as follows:

Add as third paragraph to Sub-Article 3.01 MINIMUM ANNUAL GUARANTEE (MAG) as follows:

> Commencing on the Beneficial Occupancy of South Terminal Locations H1110, J1058, J2406, and J2404, Concessionaire shall pay the lesser of the Minimum Annual Guarantee (MAG)) or the assigned concession category percentage fee (as determined by Sub-Article 3.04) of Gross Revenues in lieu of the MAG until the first anniversary date of Beneficial Occupancy for each South Terminal Location. On that date the Concessionaire shall commence payment of the Adjusted MAG. The Adjusted MAG is derived by taking the aggregate of the monthly percentage performance payments made during the first year of operation. Notwithstanding anything to the contrary contained in Sub-Articles 3.03, 3.04 and 3.11, or in any other Sub-Article this MAG adjustment applies only to the South Terminal concession locations of the Concessionaire.

Example for the Adjusted MAG calculation:

Commencing upon First Anniversary of Date of Beneficial Occupancy of each South Terminal Location:

Location	First Year Gross Revenues	Category Percentage Rent
H1234	$900,000	10%

ADUJUSTED MAG = 10% X $900,000 = $90,000.

Add as fifth paragraph to Sub-Article 3.06 ANNUAL RENTAL as follows:

Commencing on the Beneficial Occupancy, Concessionaire shall not be required to pay annual rent for South Terminal Locations H1110, J1058, J2006 and J2404, until the first anniversary date of Beneficial Occupancy for each South Terminal Location. On that date the Concessionaire shall commence payment of the annual rent. Notwithstanding anything to the contrary contained in Sub-Article 3.06, or in any other Sub-Article this rent abatement applies only to the South Terminal concession locations of the Concessionaire.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Agreement the date and year first above written.

CONCESSIONAIRE

Concessions Miami, LLC
(Legal Name of Corporation)

By: _____
Authorized Officer - Signature

Name: Anthony Joseph

President
(Type Name & Title)

ATTEST:
Secretary _____
(Signature and Seal)

Carmen Vilarino, Secretary
(Type Name & Title)

BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

By: _____
Mayor

Attest: Harvey Ruvin, Clerk

By: _____
Deputy Clerk

Approved for Form
and Legal Sufficiency

_____
Assistant County Attorney

RELEASE

In consideration of the approval and full execution of the First Amendment to the Lease and Concession Agreement, which original agreement was by and between Concessions Miami, LLC. ("Concessionaire") and Miami-Dade County ("County") and was authorized by Resolution No. R-195-06 adopted by the County Commission on February 7, 2006; Concessionaire does hereby release and forever discharge County and all of its officers and employees from any and all actions, claims, causes of actions, or debts related to or arising out of concessionaire's construction activities or related to any lack of passenger traffic, or otherwise related to or caused by the issues or matters set forth in the aforesaid First Amendment.

Concessions Miami, LLC

CONCESSIONS

INTERNATIONAL

June 18, 2009

(VIA Overnight Mail)
Adrian Songer
Manager of Commercial Operations
Miami-Dade Aviation Department
P.O. Box 025504
Miami, FL 33102-5504

Re: Single Execution Affidavits

Dear Mr. Songer:

Per your request, please find one original set of single execution affidavits for Concessions Miami, LLC. If you should have any questions or need any additional information, please contact me at 404.681.0300.

Sincerely,

Sylvia Ross
V.P. President of Development, Contracts & Compliance

cc: Tammie Moore

Enclosure: 1

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566 WELLS STREET, SW ATLANTA, GEORGIA 30312 404 681 0300 FAX: 404 653 8151

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

This sworn statement is submitted for:

PROJECT TITLE North/South Foodservice Concessions Miami International Airport

PROJECT NUMBER MDAD 01-05 Package 1

COUNTY OF Miami Dade

STATE OF Florida

Before me the undersigned authority appeared R. Anthony Joseph (Print Name), who is personally known to me or who has provided as identification and who (did or did not) take an oath, and who stated:

That he/she is the duly authorized representative of

Concessions Miami, LLC
(Name of Entity)

566 Wells Street, SW, Atlanta, Georgia 30312
(Address of Entity)

2 / 0 - 2 / 6 / 6 / 1 / 3 / 7 / 1
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 these affidavits and say as follows.

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PUBLIC ENTITY CRIMES
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES

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

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

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

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

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

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

5. The statement which is marked below is true in relation to the Entity submitting this sworn statement. **[Please indicate which statement applies.]**

PUBLIC ENTITY CRIMES
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES (Cont'd)

__X__Neither the Entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, nor any affiliate of the Entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

_____The person or affiliate has been placed on the convicted vendor list. **[Please describe any action taken by or pending with the Florida Department of General Services.]**

__X__The person or affiliate has not been placed on the convicted vendor list.

DEBARMENT DISCLOSURE AFFIDAVIT
PURSUANT TO SECTIONS 10-38 AND 2-8.4.1
OF THE MIAMI-DADE COUNTY CODE

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

prohibited from entering into any contract with the County during the period for which they have been debarred. Debarment may also constitute grounds for termination of any existing County contract. It is the Entity's responsibility to ascertain this information before submitting the Qualification Statement.

__X__ The Entity affirms under oath that neither the Entity, its officers, principals, directors, stockholders, or affiliates, nor its Subcontractor/ Subconsultant have been debarred by the County.

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

Pursuant to Section 2-8.6 of the Code, the Entity must disclose, at the time the submission, if the Entity or any of its officers, directors, or executives have been convicted of a felony during the past (10) years. Failure to disclose such conviction may result in the debarment of the Entity who knowingly fails to make the required disclosure or to falsify information.

Indicate below if the above named Entity, as of the date of submission:

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

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

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PURSUANT TO SECTION 2-8.1
OF THE MIAMI-DADE COUNTY CODE

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

PART I

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

   Concessions Miami, LLC

   566 Wells Street, SW

   Atlanta, Georgia 30312

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

   Following are the Officers of the Limited Liability Company:

   President: Anthony Joseph - 566 Wells Street, Atlanta, Ga. 30312

   Vice-Pres: Irina Vilarino - 566 Wells Street, Atlanta, Ga. 30312
   Secretary: Eric Hilton - 566 Wells Street, Atlanta, Ga. 30312

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

   N/A

4. If the transaction is with a Corporation**, provide the full legal name and business address* for each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock and state the percentage. This disclosure requirement does not apply to publicly traded corporations.

   Following are Members of the Limited Liability Company:

   Concessions International, LLC 60%

   Las Vegas Restaurant II, Corp 40%

(Limited Liability Company)

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

Concessions International, LLC, 566 Wells St.,SW, Atlanta, Ga. 30312

Las Vegas Restaurants II, 6015 Garfield St., Hollywood, Florida 33021

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

N/A

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

N/A

DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART II
EMPLOYMENT DISCLOSURE

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

☐ Yes ☒ No

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

☒ Yes ☐ No

3. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:

White:	0	Males	0	Females
Asian:	0	Males	0	Females
Black:	4	Males	12	Females
Native American:	0	Males	0	Females
Hispanics:	7	Males	11	Females
Alaskan Natives:	0	Males	0	Females
_____:	_____	Males	_____	Females
_____:	_____	Males	_____	Females

Owners:

*Herman J. Russell
(Concessions International,LLC)
African-American Male

*Antonio Vilarino
(Las Vagas Restaurant II,Corp)
Cuban-American Male

(ADD EXTRA SHEETS IF NEEDED)

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

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART II (Cont'd)

LIST ALL CONTRACTS IN EFFECT WITH MIAMI-DADE COUNTY DURING THE LAST FIVE (5) YEARS:

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(1)			
Feb. 9, 2006	$ 900,000 Minimum Annual Guarantee	$ N/A	N/A %

Name of Dept. & Summary of Services Performed: Concessions Miami, LLC is the provider of food & beverages services in the North & South Terminals at Miami International Airport.

Litigation Arising out of Contract: N/A

(2)			
_____	$_____	$_____	____%

Name of Dept. & Summary of Services Performed: N/A

Litigation Arising out of Contract:

111

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART II (Cont'd)

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL

(3)

_____ $_____ $_____ _____%

Name of Dept. & Summary of Services Performed _____

N/A

Litigation Arising out of Contract _____

(4)

_____ $_____ $_____ _____%

Name of Dept. & Summary of Services Performed _____

N/A

Litigation Arising out of Contract _____

(ADD EXTRA SHEET(S) IF NEEDED.)

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART III

A. How long has Entity been in business? Concessions Miami, LLC was formed on April 21, 2005

B. 1. Has the Entity ever done business under another name or with another firm? NO
If yes, attach separate sheet(s) listing same information as in parts I, II and III of this affidavit.

2. Have the principals of the Entity ever done business under another name or with another firm? Yes, the Members of Concessions Miami, LLC are Concessions International, LLC and Las Vegas Restaurant II, Corp, but neither has done business with Miami-Dade County.
If yes, attach separate sheet(s) Listing same information as in Parts I, II and III of this affidavit.

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

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

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

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

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

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

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

Pursuant to County Resolution No. R-182-00, amending Resolution No. R-385-95, the Entity shall, as a condition of award, provide written certification that the firm is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act, the Fair Housing Act, nor any other laws prohibiting discrimination on the basis of disability. Any post-award violation of these Acts may result in the contract being declared void. If any certifying Respondent or their affiliate is found in violation of the Acts, the County will conduct no further business with such attesting firm. Any violation of this Resolution may result in debarment.

___X___ The Entity affirms under oath that the Entity is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act, the Fair Housing Act, nor any other laws prohibiting discrimination on the basis of disability.

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

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

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

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

Pursuant to County Resolution No. R-185-00, the Entity shall, as a condition of award, provide written certification that the firm is in compliance with the County's domestic leave policy. Failure to comply with the requirements of this Resolution may result in the contract being declared void, the contract being terminated, and/or the firm being debarred. The obligation to provide domestic leave to their employees shall be a contractual obligation.

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

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

Pursuant to Section 2-8.1(c) of the Code, the Entity shall verify that all delinquent and currently due fees or taxes - including but not limited to real and property taxes, utility taxes and occupational licenses - collected in the normal course by the County Tax Collector, as well as County issued parking tickets for vehicles registered in the name of the Entity, have been paid. Failure to comply with this requirement may result in debarment.

___X___ The Entity affirms under oath that the Entity does not have any County delinquent and currently due fees or taxes, or parking tickets for vehicles registered in the name of the Entity.

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

Pursuant to Section 2-8.1.2 (b) of the Code, no person or entity shall be awarded or receive a County contract for public improvements unless such person or entity certifies that it will provide a drug free workplace. Failure to comply with this policy may result in debarment for those persons or entities that knowingly violate this policy or falsify information.

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

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

Pursuant to Section 2-8.1(h) of the Code, no individual or entity shall be allowed to receive any additional County contracts, if it is in arrears in any payment under a contract, promissory note or other loan document with the County, or any of its agencies or instrumentalities, including the Public Health Trust, either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the Code,

until either the arrearage has been paid in full or the County has agreed in writing to a payment schedule. Failure to meet the terms and conditions of any obligation or repayment schedule with the County shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

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

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

Pursuant to Section 2-8.1(i) of the Code, each person or entity that seeks to do business with the County shall adopt a Code of Business Ethics ("Ethics Code") and shall, prior to the execution of any contract between the Entity and the County, submit an affidavit stating that the Entity has adopted an Ethics Code that complies with the requirements of Section 2-8.1(i) of the Code. An entity failing to submit the required affidavit shall be ineligible for contract award.

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

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

(Signature of Authorized Representative)

Title President

Date June 9, 2009

STATE OF: GEORGIA

COUNTY OF: NEWTON

The above certifications/verifications were acknowledged before me this 9th day of June, 2009,

by R. Anthony Joseph,
(Authorized Representative)

of Concessions Miami, LLC,
(Name of Corporation, Partnership, etc.)

who is personally known to me or has produced as identification and who did/did not take an oath.

(Signature of Notary)

Notary Stamp or Seal:

Tammie Scarver
(Print Name)

Notary Commission Number:

My Commission Expires:

TAMMIE SCARVER
Notary Public, Newton County, GA
My Commission Expires Aug. 9, 2010

FIRST AMENDMENT TO
LEASE AND CONCESSION AGREEMENT FOR
DUTY FREE AMERICAS MIAMI, LLC.
AT MIAMI INTERNATIONAL AIRPORT

THIS FIRST AMENDMENT to the Lease and Concession Agreement for Duty Free Americas Miami, LLC (the "First Amendment") is made and entered into this _____ day of _____, 2009, by and between Miami-Dade County acting by and through its Aviation Department ("County" or "MDAD") and Duty Free Americas Miami, LLC. ("Concessionaire"); and

WHEREAS, by Resolution No. R-1226-05, passed and adopted November 3, 2005, the Board of County Commissioners of Miami-Dade County, Florida authorized a Non-Exclusive Lease and Concession Agreement for a Duty and Tax Free Concession at Miami International Airport; and

WHEREAS, the Aviation Department recognizes the construction and passenger traffic issues encountered by the Concessionaire in its implementation of the Department's South Terminal Concessions Program; and

WHEREAS, the Aviation Department desires to make certain accommodations relative to the occupancy costs incurred by the Concessionaire in order to insure the continued presence of a Concessions Program for the traveling public; and

NOW THEREFORE, in consideration of the premises, and terms and conditions of the Lease and Concession Agreement, the parties to this First Amendment agree as follows:

Add as seventh paragraph to Sub-Article 3.01 MINIMUM ANNUAL GUARANTEE (MAG) as follows:

> Commencing on the Beneficial Occupancy of South Terminal Locations H20536 and J2810, Concessionaire shall pay the lesser of the Minimum Annual Guarantee (MAG) or the assigned concession category percentage fee (as determined by Sub-Article 3.04) of Gross Revenues in lieu of the MAG until the first anniversary date of Beneficial Occupancy for each South Terminal Location. On that date the Concessionaire shall commence payment of the Adjusted MAG. The Adjusted MAG is derived by taking the aggregate of the monthly percentage performance payments made during the first year of operation. Notwithstanding anything to the contrary contained in Sub-Articles 3.03, 3.04 and 3.09, or in any other Sub-Article this MAG adjustment applies only to the South Terminal concession locations of the Concessionaire.

Example for the Adjusted MAG calculation:

Commencing upon First Anniversary of Date of Beneficial Occupancy of each Location:

Location	First Year Gross Revenues	Category Percentage Rent
H1234	$900,000	10%

ADUJUSTED MAG = 10% X $900,000 = $90,000.

Add as third paragraph to Sub-Article 3.05 ANNUAL RENT a follows:

Commencing on the Beneficial Occupancy, Concessionaire shall not be required to pay annual rent for South Terminal Locations H20536 and J2DF01, until the first anniversary date of Beneficial Occupancy for each South Terminal Location. On that date the Concessionaire shall commence payment of the annual rent. Notwithstanding anything to the contrary contained in Sub-Article 3.05, or in any other Sub-Article this rent abatement applies only to the South Terminal concession locations of the Concessionaire.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Lease and Concession Agreement the date and year first above written.

CONCESSIONAIRE

Duty Free Americas Miami, LLC
(Legal Name of Corporation)

ATTEST:
Secretary _____
(Signature and Seal)

By: _____
Authorized Officer - Signature

David Taney – General Counsel
(Type Name & Title)

Name: Simon Falic
Chief Operating Officer of its Manager
(Type Name & Title)

BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

By: _____
Mayor

Approved for Form
and Legal Sufficiency
_____
Assistant County Attorney

Attest: Harvey Ruvin, Clerk

By: _____
Deputy Clerk

RELEASE

In consideration of the approval and full execution of the First Amendment to the Lease and Concession Agreement, which original agreement was by and between Concessions Duty Free Americas Miami LLC. ("Concessionaire") and Miami-Dade County ("County") and was authorized by Resolution No. R-1226-05 adopted by the County Commission on November 3, 2005; Concessionaire does hereby release and forever discharge County and all of its officers and employees from any and all actions, claims, causes of actions, or debts related to or arising out of concessionaire's construction activities or related to any lack of passenger traffic, or otherwise related to or caused by the issues or matters set forth in the aforesaid First Amendment.

Duty Free Americas Miami LLC

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

This sworn statement is submitted for:

PROJECT TITLE Non-Exclusive Duty and Tax Free Concession

PROJECT NUMBER MDAD-03-04

COUNTY OF Miami-Dade

STATE OF Florida

Before me the undersigned authority appeared Simon Falic (Print Name), who is personally known to me or who has provided as identification and who (did or did not) take an oath, and who stated:

That he/she is the duly authorized representative of

Duty Free Americas Miami, LLC
(Name of Entity)

6100 Hollywood Blvd, Hollywood, FL 33024
(Address of Entity)

6 / 5 - 1 / 2 / 4 / 7 / 2 / 5 / 0
Federal Employment Identification Number

hereinafter referred to as the contracting Entity being its

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

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

PUBLIC ENTITY CRIMES
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES

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

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

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

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

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

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

5. The statement which is marked below is true in relation to the Entity submitting this sworn statement. **[Please indicate which statement applies.]**

PUBLIC ENTITY CRIMES
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES (Cont'd)

__X__Neither the Entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, ~~employees~~, members, or ~~agents~~ who are active in management of the Entity, nor any affiliate of the Entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

_____The person or affiliate has been placed on the convicted vendor list. **[Please describe any action taken by or pending with the Florida Department of General Services.]**

__X__The person or affiliate has not been placed on the convicted vendor list.

DEBARMENT DISCLOSURE AFFIDAVIT
PURSUANT TO SECTIONS 10-38 AND 2-8.4.1
OF THE MIAMI-DADE COUNTY CODE

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

prohibited from entering into any contract with the County during the period for which they have been debarred. Debarment may also constitute grounds for termination of any existing County contract. It is the Entity's responsibility to ascertain this information before submitting the Qualification Statement.

__X__ The Entity affirms under oath that neither the Entity, its officers, principals, directors, stockholders, or affiliates, nor its Subcontractor/ Subconsultant have been debarred by the County.

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

Pursuant to Section 2-8.6 of the Code, the Entity must disclose, at the time the submission, if the Entity or any of its officers, directors, or executives have been convicted of a felony during the past (10) years. Failure to disclose such conviction may result in the debarment of the Entity who knowingly fails to make the required disclosure or to falsify information.

Indicate below if the above named Entity, as of the date of submission:

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

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

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PURSUANT TO SECTION 2-8.1
OF THE MIAMI-DADE COUNTY CODE

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

PART I

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

   Duty Free Americas Miami, LLC

   6100 Hollywood Blvd, Hollywood, FL 33024

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

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

4. If the transaction is with a Corporation**, provide the full legal name and business address* for each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock and state the percentage. This disclosure requirement does not apply to publicly traded corporations.

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

Duty Free Americas, Airports, Inc.	6100 Hollywood Blvd, Hollywood, FL 33024	70%
Concourse Concessions, Inc.	880 Park View Drive North, El Segundo, CA 90245	20%
Siboney Wine & Spirits Merchants	10802 SW 75 Terrace, Miami, FL 33173	10%

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

_____

_____

_____

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

Simon Falic 6100 Hollywood Blvd, Hollywood FL 33024

Jerome Falic 6100 Hollywood Blvd, Hollywood, FL 33024

Leon Falic, 6100 Hollywood Blvd, Hollywood, FL 33024

Bettye Dixon 880 Park View Drive North, El Segundo, CA 90245

Jaime Alonso 10802 SW 75 Terrace, Miami, FL 33173

DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART II
EMPLOYMENT DISCLOSURE

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

☐ Yes ☒ No

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

☒ Yes ☐ No

3. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:

White:	241	Males	361	Females
Asian:	65	Males	113	Females
Black:	114	Males	146	Females
Native American:	12	Males	14	Females
Hispanics:	500	Males	642	Females
Alaskan Natives:	0	Males	0	Females
Two or More Races:	14	Males	14	Females
_____:	_____	Males	_____	Females

(ADD EXTRA SHEETS IF NEEDED)

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

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART II (Cont'd)

LIST ALL CONTRACTS IN EFFECT WITH MIAMI-DADE COUNTY DURING THE LAST FIVE (5) YEARS:

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(1)			
Jan 1, 2006	$ $20,000,000 annual	$ $20,000,000 annual	0 %

Name of Dept. & Summary of Services Performed: AVIATION
Retail Concession -- Duty Free

Litigation Arising out of Contract: NONE

(2)			
--	$ --	$	%

Name of Dept. & Summary of Services Performed:

Litigation Arising out of Contract:

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART II (Cont'd)

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(3)			
_____	$_____	$_____	_____%

Name of Dept. & Summary of Services Performed _____

Litigation Arising out of Contract _____

(4)			
_____	$_____	$_____	_____%

Name of Dept. _____

& Summary of Services Performed _____

Litigation Arising out of Contract _____

(ADD EXTRA SHEET(S) IF NEEDED.)

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART III

A. How long has Entity been in business? Since March 30, 2005

B. 1. Has the Entity ever done business under another name or with another firm? No
If yes, attach separate sheet(s) listing same information as in parts I, II and III of this affidavit.

2. Have the principals of the Entity ever done business under another name or with another firm? Yes
If yes, attach separate sheet(s) Listing same information as in Parts I, II and III of this affidavit.

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

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

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

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

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

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

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

Pursuant to County Resolution No. R-182-00, amending Resolution No. R-385-95, the Entity shall, as a condition of award, provide written certification that the firm is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act, the Fair Housing Act, nor any other laws prohibiting discrimination on the basis of disability. Any post-award violation of these Acts may result in the contract being declared void. If any certifying Respondent or their affiliate is found in violation of the Acts, the County will conduct no further business with such attesting firm. Any violation of this Resolution may result in debarment.

__X__ The Entity affirms under oath that the Entity is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act, the Fair Housing Act, nor any other laws prohibiting discrimination on the basis of disability.

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

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

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

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

Pursuant to County Resolution No. R-185-00, the Entity shall, as a condition of award, provide written certification that the firm is in compliance with the County's domestic leave policy. Failure to comply with the requirements of this Resolution may result in the contract being declared void, the contract being terminated, and/or the firm being debarred. The obligation to provide domestic leave to their employees shall be a contractual obligation.

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

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

Pursuant to Section 2-8.1(c) of the Code, the Entity shall verify that all delinquent and currently due fees or taxes - including but not limited to real and property taxes, utility taxes and occupational licenses - collected in the normal course by the County Tax Collector, as well as County issued parking tickets for vehicles registered in the name of the Entity, have been paid. Failure to comply with this requirement may result in debarment.

X The Entity affirms under oath that the Entity does not have any County delinquent and currently due fees or taxes, or parking tickets for vehicles registered in the name of the Entity.

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

Pursuant to Section 2-8.1.2 (b) of the Code, no person or entity shall be awarded or receive a County contract for public improvements unless such person or entity certifies that it will provide a drug free workplace. Failure to comply with this policy may result in debarment for those persons or entities that knowingly violate this policy or falsify information.

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

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

Pursuant to Section 2-8.1(h) of the Code, no individual or entity shall be allowed to receive any additional County contracts, if it is in arrears in any payment under a contract, promissory note or other loan document with the County, or any of its agencies or instrumentalities, including the Public Health Trust, either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the Code,

until either the arrearage has been paid in full or the County has agreed in writing to a payment schedule. Failure to meet the terms and conditions of any obligation or repayment schedule with the County shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

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

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

Pursuant to Section 2-8.1(i) of the Code, each person or entity that seeks to do business with the County shall adopt a Code of Business Ethics ("Ethics Code") and shall, prior to the execution of any contract between the Entity and the County, submit an affidavit stating that the Entity has adopted an Ethics Code that complies with the requirements of Section 2-8.1(i) of the Code. An entity failing to submit the required affidavit shall be ineligible for contract award.

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

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

(Signature of Authorized Representative)

Title Managing Member

Date July 15, 2009

STATE OF:

COUNTY OF:

The above certifications/verifications were acknowledged before me this 15 day of JULY, 20 09,

by Simon Falic,
(Authorized Representative)

of Duty Free Americas Miami, LLC,
(Name of Corporation, Partnership, etc.)

who is personally known to me or has produced as identification and who did/did not take an oath.

(Signature of Notary)

Teresita Bermudez
(Print Name)

Notary Stamp or Seal:

T. BERMUDEZ
MY COMMISSION # DD 807585
EXPIRES: November 20, 2012
Bonded Thru Notary Public Underwriters

Notary Commission Number: DD 807585

My Commission Expires: November 20, 2012

FIRST AMENDMENT TO
LEASE AND CONCESSION AGREEMENT FOR
FABER, COE & GREGG OF FLORIDA, INC.
AT MIAMI INTERNATIONAL AIRPORT

THIS FIRST AMENDMENT to the Lease and Concession Agreement for the Retail Concession Program (the "First Amendment") is made and entered into this _____ day of _____, 2009, by and between Miami-Dade County acting by and through its Aviation Department ("County" or "MDAD") and Faber, Coe & Gregg of Florida, Inc. ("Concessionaire"); and

WHEREAS, by Resolution No. R-1108-06, passed and adopted October 6, 2006, the Board of County Commissioners of Miami-Dade County, Florida authorized a Non-Exclusive Lease and Concession Agreement for Concession Services at Miami International Airport; and

WHEREAS, the Aviation Department recognizes the construction and passenger traffic issues encountered by the Concessionaire in its implementation of the Department's South Terminal Concessions Program; and

WHEREAS, the Aviation Department desires to make certain accommodations relative to the occupancy costs incurred by the Concessionaire in order to insure the continued presence of a Concessions Program for the traveling public; and

NOW THEREFORE, in consideration of the premises, and terms and conditions of the Lease and Concession Agreement, the parties to this First Amendment agree as follows:

Add as seventh paragraph to Sub-Article 3.01 MINIMUM ANNUAL GUARANTEE as follows:

> Commencing upon Beneficial Occupancy of South Terminal Locations H20600, J2463, H20330, J2461, J2006, H20508, J2366, J1NS01 and J2376, Concessionaire shall pay the lesser of the Minimum Annual Guarantee (MAG) or the assigned retail category percentage fee (as determined by Sub-Article 3.05) of the Gross Revenues in lieu of the MAG until the first anniversary date of Beneficial Occupancy for each South Terminal Location. On that anniversary date the Concessionaire shall commence payment of the Adjusted MAG. The Adjusted MAG is derived by taking the aggregate of the monthly percentage performance payments made during the first year of operation. Notwithstanding anything to the contrary contained in Sub-Articles 3.03, 3.04 and 3.11, or in any other Sub-Article this MAG adjustment applies only to the South Terminal concession locations of the Concessionaire.

Example for the Adjusted MAG calculation:

Commencing upon First Anniversary of Date of Beneficial Occupancy of each South Terminal Location:

Location	First Year Gross Revenues	Category Percentage Rent
H1234	$900,000	10%

ADUJUSTED MAG = 10% X $900,000 = $90,000.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Lease and Concession Agreement the date and year first above written.

CONCESSIONAIRE
Faber, Coe & Gregg of Florida, Inc.
operating as FABER MIA LLC
(Legal Name of Corporation)

ATTEST:
Secretary
(Signature and Seal)

By:
Authorized Officer - Signature

Ronald S. Fronzak, Secretary
(Type Name & Title)

Name: Burton Friedman

Chief Financial Officer
(Type Name & Title)

BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

By:
Mayor

Approved for Form
and Legal Sufficiency

Assistant County Attorney

Attest: Harvey Ruvin, Clerk

By:
Deputy Clerk

RELEASE

In consideration of the approval and full execution of the First Amendment to the Lease and Concession Agreement, which original agreement was by and between Faber, Coe & Gregg of Florida. Inc. ("Concessionaire") and Miami-Dade County ("County") and was authorized by Resolution No. R-1108-06 adopted by the County Commission on October 6, 2006; Concessionaire does hereby release and forever discharge County and all of its officers and employees from any and all actions, claims, causes of actions, or debts related to or arising out of concessionaire's construction activities or related to any lack of passenger traffic, or otherwise related to or caused by the issues or matters set forth in the aforesaid First Amendment.

Faber, Coe & Gregg of Florida, Inc.
GARY L. LINDSTROM

138 A

FABER
News - Gifts - Books - Cafés
Since 1848

RECEIVED
JUN 11 2009
Manager
Commercial Operations

VIA: Hand Delivered

June 9, 2009

Mr. Adrian Songer
Property Manager, Commercial Operations
Miami-Dade Aviation Department
Miami International Airport
4200 NW 21st Street - Terminal Building
CCE, Concourse E - 6th Floor
Miami, FL 33122

RE: Affidavits for the First Amendment to Lease.

Dear Adrian:

I have enclosed one (1) set of original Affidavits you requested, which we have executed and notarized. Please note that these Affidavits were also e-mailed to you on June 9, 2009.

Your continued assistance in this and other matters is greatly appreciated.

Respectfully,

Charles Finkelstein
President

CDF/m
Enclosure

139

550 MEADOWLANDS PARKWAY • SECAUCUS, NEW JERSEY 07094-1815
TEL: 201-330-1515 • FAX: 201-330-9560

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

This sworn statement is submitted for:

PROJECT TITLE Retail Concession Program at Miami International Airport

PROJECT NUMBER MDAD-05-05

COUNTY OF Hudson

STATE OF New Jersey

Before me the undersigned authority appeared Charles Finkelstein (Print Name), who is personally known to me or who has provided as identification and who (did or did not) take an oath, and who stated:

That he/she is the duly authorized representative of

Faber, Coe & Gregg of Florida, Inc. operating as FABER MIA LLC

(Name of Entity)

550 Meadowlands Parkway, Secaucus, NJ 07109

(Address of Entity)

1/3-1/9/4/0/1/3/9

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 these affidavits and say as follows.

PUBLIC ENTITY CRIMES
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES

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

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

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

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

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

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

5. The statement which is marked below is true in relation to the Entity submitting this sworn statement. **[Please indicate which statement applies.]**

PUBLIC ENTITY CRIMES
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES (Cont'd)

__X__Neither the Entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, nor any affiliate of the Entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

_____The person or affiliate has been placed on the convicted vendor list. **[Please describe any action taken by or pending with the Florida Department of General Services.]**

__X__The person or affiliate has not been placed on the convicted vendor list.

DEBARMENT DISCLOSURE AFFIDAVIT
PURSUANT TO SECTIONS 10-38 AND 2-8.4.1
OF THE MIAMI-DADE COUNTY CODE

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

prohibited from entering into any contract with the County during the period for which they have been debarred. Debarment may also constitute grounds for termination of any existing County contract. It is the Entity's responsibility to ascertain this information before submitting the Qualification Statement.

_X____ The Entity affirms under oath that neither the Entity, its officers, principals, directors, stockholders, or affiliates, nor its Subcontractor/ Subconsultant have been debarred by the County.

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

Pursuant to Section 2-8.6 of the Code, the Entity must disclose, at the time the submission, if the Entity or any of its officers, directors, or executives have been convicted of a felony during the past (10) years. Failure to disclose such conviction may result in the debarment of the Entity who knowingly fails to make the required disclosure or to falsify information.

Indicate below if the above named Entity, as of the date of submission:

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

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

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PURSUANT TO SECTION 2-8.1
OF THE MIAMI-DADE COUNTY CODE

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

PART I

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

   Faber, Coe & Gregg of Florida, Inc. operating as FABER MIA LLC

   550 Meadowlands Parkway

   Secaucus, NJ 07094

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

Charles Finkelstein	President	550 Meadowlands Parkway Secaucus, NJ 07094
Gary Lindstrom	VP Development	550 Meadowlands Parkway Secaucus, NJ 07094
Burton Friedman	CFO	550 Meadowlands Parkway Secaucus, NJ 07094

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

Charles Finkelstein	550 Meadowlands Parkway Secaucus, NJ 07094

4. If the transaction is with a Corporation**, provide the full legal name and business address* for each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock and state the percentage. This disclosure requirement does not apply to publicly traded corporations.

   Faber, Coe & Gregg, Inc. 100%

   550 Meadowlands Parkway

   Secaucus, NJ 07094

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

_____

_____

_____

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

_____

_____

_____

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

_____

_____

_____

DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART II
EMPLOYMENT DISCLOSURE

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

☐ Yes ☒ No

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

☒ Yes ☐ No

3. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender: *

White:	76	Males	185	Females
Asian:	48	Males	72	Females
Black:	66	Males	157	Females
Native American:	--	Males	3	Females
Hispanics:	22	Males	79	Females
Alaskan Natives:		Males		Females
_____:		Males		Females
_____:		Males		Females

* Breakdown of all Faber Employees as of 12/31/08.

(ADD EXTRA SHEETS IF NEEDED)

* **Post Office Box addresses not acceptable.**

** **If a Joint Venture, list this information for each member of the Joint Venture**

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART II (Cont'd)

LIST ALL CONTRACTS IN EFFECT WITH MIAMI-DADE COUNTY DURING THE LAST FIVE (5) YEARS:

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(1) Lease 11/10/2006	$1,000,000. MAG	$	%

Name of Dept. & Summary of Services Performed: Commerical Operations Division
Retail Operations

Litigation Arising out of Contract:

(2)

	$	$	%

Name of Dept. & Summary of Services Performed:

Litigation Arising out of Contract:

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART II (Cont'd)

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL

(3)

_____ $_____ $_____ _____%

Name of Dept. & Summary of Services Performed _____

Litigation Arising out of Contract _____

(4)

_____ $_____ $_____ _____%

Name of Dept. & Summary of Services Performed _____

Litigation Arising out of Contract _____

(ADD EXTRA SHEET(S) IF NEEDED.)

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART III

A. How long has Entity been in business? January 4, 1961

B. 1. Has the Entity ever done business under another name or with another firm? NO
If yes, attach separate sheet(s) listing same information as in parts I, II and III of this affidavit.

2. Have the principals of the Entity ever done business under another name or with another firm? NO
If yes, attach separate sheet(s) Listing same information as in Parts I, II and III of this affidavit.

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

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

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

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

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

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

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

Pursuant to County Resolution No. R-182-00, amending Resolution No. R-385-95, the Entity shall, as a condition of award, provide written certification that the firm is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act, the Fair Housing Act, nor any other laws prohibiting discrimination on the basis of disability. Any post-award violation of these Acts may result in the contract being declared void. If any certifying Respondent or their affiliate is found in violation of the Acts, the County will conduct no further business with such attesting firm. Any violation of this Resolution may result in debarment.

__X__ The Entity affirms under oath that the Entity is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act, the Fair Housing Act, nor any other laws prohibiting discrimination on the basis of disability.

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

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

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

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

Pursuant to County Resolution No. R-185-00, the Entity shall, as a condition of award, provide written certification that the firm is in compliance with the County's domestic leave policy. Failure to comply with the requirements of this Resolution may result in the contract being declared void, the contract being terminated, and/or the firm being debarred. The obligation to provide domestic leave to their employees shall be a contractual obligation.

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

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

Pursuant to Section 2-8.1(c) of the Code, the Entity shall verify that all delinquent and currently due fees or taxes - including but not limited to real and property taxes, utility taxes and occupational licenses - collected in the normal course by the County Tax Collector, as well as County issued parking tickets for vehicles registered in the name of the Entity, have been paid. Failure to comply with this requirement may result in debarment.

__X__ The Entity affirms under oath that the Entity does not have any County delinquent and currently due fees or taxes, or parking tickets for vehicles registered in the name of the Entity.

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

Pursuant to Section 2-8.1.2 (b) of the Code, no person or entity shall be awarded or receive a County contract for public improvements unless such person or entity certifies that it will provide a drug free workplace. Failure to comply with this policy may result in debarment for those persons or entities that knowingly violate this policy or falsify information.

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

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

Pursuant to Section 2-8.1(h) of the Code, no individual or entity shall be allowed to receive any additional County contracts, if it is in arrears in any payment under a contract, promissory note or other loan document with the County, or any of its agencies or instrumentalities, including the Public Health Trust, either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the Code,

until either the arrearage has been paid in full or the County has agreed in writing to a payment schedule. Failure to meet the terms and conditions of any obligation or repayment schedule with the County shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

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

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

Pursuant to Section 2-8.1(i) of the Code, each person or entity that seeks to do business with the County shall adopt a Code of Business Ethics ("Ethics Code") and shall, prior to the execution of any contract between the Entity and the County, submit an affidavit stating that the Entity has adopted an Ethics Code that complies with the requirements of Section 2-8.1(i) of the Code. An entity failing to submit the required affidavit shall be ineligible for contract award.

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

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

(Signature of Authorized Representative)
Charles Finkelstein

Title President

Date 06/09/09

STATE OF: New Jersey

COUNTY OF: Hudson

The above certifications/verifications were acknowledged before me this 9th day of June, 2009,

by Charles Finkelstein,
(Authorized Representative)
of Faber, Coe & Gregg of Florida, Inc. operating as Faber MIA LLC,
(Name of Corporation, Partnership, etc.)

who is personally known to me or has produced as identification and who did/did not take an oath.

(Signature of Notary)

Notary Stamp or Seal:

Ronald S. Fronzak
(Print Name)

Notary Commission Number: _____

My Commission Expires: _____

RONALD S. FRONZAK
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Oct. 28, 2012

FIRST AMENDMENT TO
LEASE AND CONCESSION AGREEMENT FOR
HOST INTERNATIONAL, INC
AT MIAMI INTERNATIONAL AIRPORT

THIS FIRST AMENDMENT to the Lease and Concession Agreement for Bookstore Café Specialty Retail project (the "First Amendment") is made and entered into this _____ day of _____, 2009, by and between Miami-Dade County acting by and through its Aviation Department ("County" or "MDAD") and Host International, Inc. ("Concessionaire"); and

WHEREAS, by Resolution No. R-211-08, passed and adopted March 4. 2008, the Board of County Commissioners of Miami-Dade County, Florida authorized a Non-Exclusive Lease and Concession Agreement for Concession Services at Miami International Airport; and

WHEREAS, the Aviation Department recognizes the construction and passenger traffic issues encountered by the Concessionaire in its implementation of the Department's South Terminal Concessions Program; and

WHEREAS, the Aviation Department desires to make certain accommodations relative to the occupancy costs incurred by the Concessionaire in order to insure the continued presence of a Concessions Program for the traveling public; and

NOW THEREFORE, in consideration of the premises, and terms and conditions of the Lease and Concession Agreement, the parties to this First Amendment agree as follows:

Add as seventh paragraph to Sub-Article 3.01 MINMIMUM ANNUAL GUARANTEE as follows:

> Commencing upon Beneficial Occupancy of South Terminal Location H20500, Concessionaire shall pay the lesser of the Minimum Annual Guarantee (MAG) or the assigned retail category percentage fee (as determined by Sub-Article 3.05) of Gross Revenues in lieu of the MAG until the first anniversary date of Beneficial Occupancy for the South Terminal Location. On that anniversary date the Concessionaire shall commence payment of the Adjusted MAG. The Adjusted MAG is derived by taking the aggregate of the monthly percentage performance payments made during the first year of operation. Notwithstanding anything to the contrary contained in Sub-Articles 3.03, 3.04 and 3.11, or in any other Sub-Article this MAG adjustment applies only to the South Terminal concession location of the Concessionaire.

Example for the Adjusted MAG calculation:

Commencing upon First Anniversary of Date of Beneficial Occupancy of each South Terminal Location:

Location	First Year Gross Revenues	Category Percentage Rent
H1234	$900,000	10%

ADUJUSTED MAG = 10% X $900,000 = $90,000.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Lease and Concession Agreement the date and year first above written.

CONCESSIONAIRE

Host International, Inc.
(Legal Name of Corporation)

By: _____
Authorized Officer - Signature

Name: BRIAN J. GALLANT
Vice President
(Type Name & Title)

ATTEST:
Secretary _____
(Signature and Seal)

Laura A. Babin
Secretary
(Type Name & Title)

BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

By: _____
Mayor

Attest: Harvey Ruvin, Clerk

By: _____
Deputy Clerk

Approved for Form
and Legal Sufficiency

_____
Assistant County Attorney

RELEASE

In consideration of the approval and full execution of the First Amendment to the Lease and Concession Agreement, which original agreement was by and between Host International, Inc. ("Concessionaire") and Miami-Dade County ("County") and was authorized by Resolution No. R-901-06 adopted by the County Commission on July 18, 2006; Concessionaire does hereby release and forever discharge County and all of its officers and employees from any and all actions, claims, causes of actions, or debts related to or arising out of concessionaire's construction activities or related to any lack of passenger traffic, or otherwise related to or caused by the issues or matters set forth in the aforesaid First Amendment.

Host International Inc.

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

This sworn statement is submitted for:

PROJECT TITLE Retail Concession Program

PROJECT NUMBER MDAD-05-05

COUNTY OF Miami-Dade

STATE OF Florida

Before me the undersigned authority appeared Stephen E. Douglas (Print Name), who is personally known to me or who has provided as identification and who (did or did not) take an oath, and who stated:

That he/she is the duly authorized representative of

Host International, Inc.
(Name of Entity)

6905 Rockledge Drive, Bethesda, Maryland 20817
(Address of Entity)

5 / 2 - 1 / 2 / 4 / 2 / 3 / 3 / 4
Federal Employment Identification Number

hereinafter referred to as the contracting Entity being its

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

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

(ITEM 1-7)

PUBLIC ENTITY CRIMES
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES

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

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

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

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

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

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

5. The statement which is marked below is true in relation to the Entity submitting this sworn statement. **[Please indicate which statement applies.]**

PUBLIC ENTITY CRIMES
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES (Cont'd)

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

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

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

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

_____ The person or affiliate has been placed on the convicted vendor list. **[Please describe any action taken by or pending with the Florida Department of General Services.]**

__X__ The person or affiliate has not been placed on the convicted vendor list.

DEBARMENT DISCLOSURE AFFIDAVIT
PURSUANT TO SECTIONS 10-38 AND 2-8.4.1
OF THE MIAMI-DADE COUNTY CODE

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

prohibited from entering into any contract with the County during the period for which they have been debarred. Debarment may also constitute grounds for termination of any existing County contract. It is the Entity's responsibility to ascertain this information before submitting the Qualification Statement.

___X___ The Entity affirms under oath that neither the Entity, its officers, principals, directors, stockholders, or affiliates, nor its Subcontractor/ Subconsultant have been debarred by the County.

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

Pursuant to Section 2-8.6 of the Code, the Entity must disclose, at the time the submission, if the Entity or any of its officers, directors, or executives have been convicted of a felony during the past (10) years. Failure to disclose such conviction may result in the debarment of the Entity who knowingly fails to make the required disclosure or to falsify information.

Indicate below if the above named Entity, as of the date of submission:

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

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

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PURSUANT TO SECTION 2-8.1
OF THE MIAMI-DADE COUNTY CODE

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

PART I

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

   Host International, Inc.

   6905 Rockledge Drive

   Bethesda, Maryland 20817

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

   See attached.

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

   See attached.

4. If the transaction is with a Corporation**, provide the full legal name and business address* for each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock and state the percentage. This disclosure requirement does not apply to publicly traded corporations.

   HMSHost Corporation - 100%

   6905 Rockledge Drive

   Bethesda, Maryland 20817

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

N/A

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

N/A

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

N/A

Directors / Officers / Shareholders Report

Host International, Inc.

Director's Name	Position	Address	%
Elie W. Maalouf	Director	HMSHost 6905 Rockledge Drive Bethesda, MD 20817	0
Mark T. Ratych	Director	HMSHost 6905 Rockledge Drive Bethesda, MD 20817	0

Officer's Name	Position	Address	%
Laura A. Babin	Secretary	HMSHost 6905 Rockledge Drive Bethesda, MD 20817	0
Bernard N. Brown	Vice President	HMSHost 6905 Rockledge Drive Bethesda, MD 20817	0
Elie W. Maalouf	President & Chief Executive Officer	HMSHost 6905 Rockledge Drive Bethesda, MD 20817	0
Charles E. Powers	Vice President	HMSHost 6905 Rockledge Drive Bethesda, MD 20817	0
Mark T. Ratych	Treasurer	HMSHost 6905 Rockledge Drive Bethesda, MD 20817	0
Sadye C. Sanders	Assistant Secretary	HMSHost 6905 Rockledge Drive Bethesda, MD 20817	0

Principal Shareholders	Position	Address	%
HMSHost Corporation		HMSHost 6905 Rockledge Drive Bethesda, MD 20817	100

DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART II
EMPLOYMENT DISCLOSURE

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

Host International, Inc. has a collective bargaining agreement for our Food and Beverage employees.

[X] Yes [ ] No

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

[X] Yes [ ] No

*** 3. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:

White:	2059	Males	3075	Females
Asian:	1107	Males	1749	Females
Black:	1925	Males	3533	Females
Native American:	****	Males	****	Females
Hispanics:	1694	Males	2360	Females
Alaskan Natives:	****	Males	****	Females
****Native Americans/Alaskan Natives:	45	Males	64	Females
Native Hawaiian/ Other Pac Island:	43	Males	97	Females

(ADD EXTRA SHEETS IF NEEDED)

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

*** The Ethnicity breakdown of Host International, Inc. employees is for the State of Florida.

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART II (Cont'd)

LIST ALL CONTRACTS IN EFFECT WITH MIAMI-DADE COUNTY DURING THE LAST FIVE (5) YEARS:

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(1)			
_____	$_____	$_____	_____%

Name of Dept. & Summary of Services Performed: See attached.

Litigation Arising out of Contract: _____

(2)			
_____	$_____	$_____	_____%

Name of Dept. & Summary of Services Performed: _____

Litigation Arising out of Contract: _____

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART II (Cont'd)

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL

(3)

_____ $_____ $_____ _____%

Name of Dept. & Summary of Services Performed _____

Litigation Arising out of Contract _____

(4)

_____ $_____ $_____ _____%

Name of Dept. & Summary of Services Performed _____

Litigation Arising out of Contract _____

(ADD EXTRA SHEET(S) IF NEEDED.)

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART II

LIST ALL CONTRACTS IN EFFECT WITH MIAMI-DADE COUNTY DURING THE LAST FIVE (5) YEARS:

Contract Date	Dollar Amount of Original Contract	Final Amt. of Contract	Percentage Differential
(1)			
April, 1998	N/A- Host is a concession provider at Miami International Airport and does not contract services to the County.	N/A	N/A
Name of Dept. and Summary of Services Performed	MDAD. Host provides Food & Beverage concessions at Miami International Airport and pays Miami-Dade sales-based rentals		
Litigation Arising out of Contract	The Proposer has no pending or previous substantive legal action that would affect its ability to fulfill its contractual requirements with landlords and third parties		

Contract Date	Dollar Amount of Original Contract	Final Amt. of Contract	Percentage Differential
(2)			
June, 2006	N/A- Host is a concession provider at Miami International Airport and does not contract services to the County.	N/A	N/A
Name of Dept. and Summary of Services Performed	MDAD. Host provides Retail concessions at Miami International Airport and pays Miami-Dade sales-based rentals		
Litigation Arising out of Contract	The Proposer has no pending or previous substantive legal action that would affect its ability to fulfill its contractual requirements with landlords and third parties		

Contract Date	Dollar Amount of Original Contract	Final Amt. of Contract	Percentage Differential
(3)			
March, 2008	N/A- Host is a concession provider at Miami International Airport and does not contract services to the County.	N/A	N/A

Name of Dept. and Summary of Services Performed	MDAD. Host provides Retail concessions at Miami International Airport and pays Miami-Dade sales-based rentals
Litigation Arising out of Contract	The Proposer has no pending or previous substantive legal action that would affect its ability to fulfill its contractual requirements with landlords and third parties

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART III

A. How long has Entity been in business? Since December 1981

B. 1. Has the Entity ever done business under another name or with another firm? No*
If yes, attach separate sheet(s) listing same information as in parts I, II and III of this affidavit.

2. Have the principals of the Entity ever done business under another name or with another firm? No
If yes, attach separate sheet(s) Listing same information as in Parts I, II and III of this affidavit.

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

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

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

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

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

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

---

* - Host International, Inc. operates in multiple airports and as such has multiple joint ventures partners and subsidiaries. Additional information is available upon request.

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

Pursuant to County Resolution No. R-182-00, amending Resolution No. R-385-95, the Entity shall, as a condition of award, provide written certification that the firm is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act, the Fair Housing Act, nor any other laws prohibiting discrimination on the basis of disability. Any post-award violation of these Acts may result in the contract being declared void. If any certifying Respondent or their affiliate is found in violation of the Acts, the County will conduct no further business with such attesting firm. Any violation of this Resolution may result in debarment.

__X__ The Entity affirms under oath that the Entity is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act, the Fair Housing Act, nor any other laws prohibiting discrimination on the basis of disability.

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

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

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

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

Pursuant to County Resolution No. R-185-00, the Entity shall, as a condition of award, provide written certification that the firm is in compliance with the County's domestic leave policy. Failure to comply with the requirements of this Resolution may result in the contract being declared void, the contract being terminated, and/or the firm being debarred. The obligation to provide domestic leave to their employees shall be a contractual obligation.

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

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

Pursuant to Section 2-8.1(c) of the Code, the Entity shall verify that all delinquent and currently due fees or taxes - including but not limited to real and property taxes, utility taxes and occupational licenses - collected in the normal course by the County Tax Collector, as well as County issued parking tickets for vehicles registered in the name of the Entity, have been paid. Failure to comply with this requirement may result in debarment.

___X___ The Entity affirms under oath that the Entity does not have any County delinquent and currently due fees or taxes, or parking tickets for vehicles registered in the name of the Entity.

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

Pursuant to Section 2-8.1.2 (b) of the Code, no person or entity shall be awarded or receive a County contract for public improvements unless such person or entity certifies that it will provide a drug free workplace. Failure to comply with this policy may result in debarment for those persons or entities that knowingly violate this policy or falsify information.

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

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

Pursuant to Section 2-8.1(h) of the Code, no individual or entity shall be allowed to receive any additional County contracts, if it is in arrears in any payment under a contract, promissory note or other loan document with the County, or any of its agencies or instrumentalities, including the Public Health Trust, either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the Code,

until either the arrearage has been paid in full or the County has agreed in writing to a payment schedule. Failure to meet the terms and conditions of any obligation or repayment schedule with the County shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

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

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

Pursuant to Section 2-8.1(i) of the Code, each person or entity that seeks to do business with the County shall adopt a Code of Business Ethics ("Ethics Code") and shall, prior to the execution of any contract between the Entity and the County, submit an affidavit stating that the Entity has adopted an Ethics Code that complies with the requirements of Section 2-8.1(i) of the Code. An entity failing to submit the required affidavit shall be ineligible for contract award.

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

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

(Signature of Authorized Representative)

Title Vice President

Date June 11, 2009

STATE OF: Maryland

COUNTY OF: Montgomery

The above certifications/verifications were acknowledged before me this 11th day of June, 2009,

by Stephen E. Douglas,
(Authorized Representative)

of Host International, Inc.,
(Name of Corporation, Partnership, etc.)

who is personally known to me or has produced as identification and who did/did not take an oath.

Lois A. Sprinkle
(Signature of Notary)

Lois A. Sprinkle
(Print Name)

Notary Commission Number: —

My Commission Expires: 12/01/10

Notary Stamp or Seal:

LOIS A. SPRINKLE
My Commission
NOTARY
PUBLIC
Expires
12-01-2010
MONTGOMERY COUNTY, MD

FIRST AMENDMENT TO
LEASE AND CONCESSION AGREEMENT FOR
MIAMI CONCEPTS LLC
AT MIAMI INTERNATIONAL AIRPORT

THIS FIRST AMENDMENT to the Lease and Concession Agreement for the Retail Concession Program (the "First Amendment") is made and entered into this _____ day of _____, 2009, by and between Miami-Dade County acting by and through its Aviation Department ("County" or "MDAD") and Miami Concepts LLC ("Concessionaire"), formerly known as Miami To Go, Inc; and

WHEREAS, by Resolution No. R-1105-06, passed and adopted October 10, 2006, the Board of County Commissioners of Miami-Dade County, Florida authorized a Non-Exclusive Lease and Concession Agreement for concession services under the Retail Concession Program at Miami International Airport; and

WHEREAS, the Aviation Department recognizes the construction and passenger traffic issues encountered by the Concessionaire in its implementation of the Department's South Terminal Concessions Program, and

WHEREAS, the Aviation Department desires to make certain accommodations relative to the occupancy costs incurred by the Concessionaire in order to insure the continued presence of a Concessions Program for the traveling public; and

WHEREAS, the Aviation Department desires to recognize the name change for Miami-To-Go as follows: Miami Concepts LLC; and

NOW THEREFORE, in consideration of the premises, and terms and conditions of the Lease and Concession Agreement, the parties to this First Amendment agree as follows:

Add as seventh paragraph to Sub-Article 3.01 MINIMUM ANNUAL GUARANTEE as follows:

> Commencing upon Beneficial Occupancy of South Terminal Location J2400, Concessionaire shall pay the lesser of the Minimum Annual Guarantee (MAG) or the assigned retail category percentage fee (as determined by Sub-Article 3.05) of Gross Revenues in lieu of the MAG until the first anniversary date of Beneficial Occupancy for the South Terminal Location. On that anniversary date the Concessionaire shall commence payment of the Adjusted MAG. The Adjusted MAG is derived by taking the aggregate of the monthly percentage performance payments made during the first year of operation. Notwithstanding anything to the contrary contained in Sub-Articles 3.03, 3.04 and 3.11, or in any other Sub-Article this MAG adjustment applies only to the South Terminal concession location of the Concessionaire.

Example for the Adjusted MAG calculation:

Commencing upon First Anniversary of Date of Beneficial Occupancy of each South Terminal Location:

Location	First Year Gross Revenues	Category Percentage Rent
H1234	$900,000	10%

ADUJUSTED MAG = 10% X $900,000 = $90,000.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Lease and Concession Agreement the date and year first above written.

CONCESSIONAIRE

Miami Concepts LLC
(Legal Name of Corporation)

ATTEST:
Secretary _____
(Signature and Seal)

By: _____
Authorized Officer - Signature

Name: Carole Ann Taylor
President
(Type Name & Title)

_____
(Type Name & Title)

Notary Public, State of Florida
Arlene Leal Morejon
My Commission DD797693
Expires 08/13/2012

BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

By: _____
Mayor

Attest: Harvey Ruvin, Clerk

By: _____
Deputy Clerk

Approved for Form
and Legal Sufficiency

_____
Assistant County Attorney

RELEASE

In consideration of the approval and full execution of the First Amendment to the Lease and Concession Agreement, which original agreement was by and between Miami Concepts LLC. ("Concessionaire") and Miami-Dade County ("County") and was authorized by Resolution No. R-1105-06 adopted by the County Commission on October 10, 2006; Concessionaire does hereby release and forever discharge County and all of its officers and employees from any and all actions, claims, causes of actions, or debts related to or arising out of concessionaire's construction activities or related to any lack of passenger traffic, or otherwise related to or caused by the issues or matters set forth in the aforesaid First Amendment.

Carole Ann Taylor, Pres.
Miami Concepts LLC

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

This sworn statement is submitted for:

PROJECT TITLE Retail Concessions Program

PROJECT NUMBER RFP 05-05

COUNTY OF Miami-Dade

STATE OF Florida

Before me the undersigned authority appeared Carole Ann Taylor (Print Name), who is personally known to me or who has provided as identification and who (did or did not) take an oath, and who stated:

That he/she is the duly authorized representative of

Miami Concepts LLC
(Name of Entity)

3785 N.W. 82 Avenue, #109, Doral, FL 33166
(Address of Entity)

313-112101/161314
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 these affidavits and say as follows.

PUBLIC ENTITY CRIMES
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES

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

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

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

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

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

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

5. The statement which is marked below is true in relation to the Entity submitting this sworn statement. **[Please indicate which statement applies.]**

PUBLIC ENTITY CRIMES
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES (Cont'd)

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

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

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

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

_____ The person or affiliate has been placed on the convicted vendor list. **[Please describe any action taken by or pending with the Florida Department of General Services.]**

_____ The person or affiliate has not been placed on the convicted vendor list.

DEBARMENT DISCLOSURE AFFIDAVIT
PURSUANT TO SECTIONS 10-38 AND 2-8.4.1
OF THE MIAMI-DADE COUNTY CODE

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

prohibited from entering into any contract with the County during the period for which they have been debarred. Debarment may also constitute grounds for termination of any existing County contract. It is the Entity's responsibility to ascertain this information before submitting the Qualification Statement.

__X__ The Entity affirms under oath that neither the Entity, its officers, principals, directors, stockholders, or affiliates, nor its Subcontractor/ Subconsultant have been debarred by the County.

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

Pursuant to Section 2-8.6 of the Code, the Entity must disclose, at the time the submission, if the Entity or any of its officers, directors, or executives have been convicted of a felony during the past (10) years. Failure to disclose such conviction may result in the debarment of the Entity who knowingly fails to make the required disclosure or to falsify information.

Indicate below if the above named Entity, as of the date of submission:

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

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

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PURSUANT TO SECTION 2-8.1
OF THE MIAMI-DADE COUNTY CODE

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

PART I

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

   Miami Concepts LLC
   3785 N.W. 82 Avenue, #109
   Doral, FL 33166

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

   N/A

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

   N/A

4. If the transaction is with a ~~Corporation~~ LLC**, provide the full legal name and business address* for each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock and state the percentage. This disclosure requirement does not apply to publicly traded corporations.

   Miami To Go, Inc, 1111 N. Bayshore Dr. #2456, Miami FL 33132 51%
   Cafe Britt Corporation, 3785 NW 82 Ave, #109, Doral, FL 33166 49%

LLC

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

Miami To Go, Inc. 1212 N. Bayshore Dr. #2456, Miami, FL 33132
Cafe Britt Corporation, 3785 NW 82 Ave. #109, Doral, FL 33166

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

N/A

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

N/A

DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART II
EMPLOYMENT DISCLOSURE

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

☐ Yes ☒ No

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

☐ Yes ☒ No

3. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:

White:	2 Males	____ Females
Asian:	____ Males	____ Females
Black:	____ Males	1 Females
Native American:	____ Males	____ Females
Hispanics:	4 Males	10 Females
Alaskan Natives:	____ Males	____ Females
_____:	____ Males	____ Females
_____:	____ Males	____ Females

(ADD EXTRA SHEETS IF NEEDED)

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

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART II (Cont'd)

LIST ALL CONTRACTS IN EFFECT WITH MIAMI-DADE COUNTY DURING THE LAST FIVE (5) YEARS:

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(1)			
_____	$ 215312	$_____	____%

Name of Dept. & Summary of Services Performed: MDAD-05-05, Package 8
2 Retail locations at Miami International Airport

Litigation Arising out of Contract: N/A

(2)			
_____	$_____	$_____	____%

Name of Dept. & Summary of Services Performed: _____

Litigation Arising out of Contract: _____

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART II (Cont'd)

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL

(3)

_____ $_____ $_____ _____%

Name of Dept. & Summary of Services Performed _____

Litigation Arising out of Contract _____

(4)

_____ $_____ $_____ _____%

Name of Dept. & Summary of Services Performed _____

Litigation Arising out of Contract _____

(ADD EXTRA SHEET(S) IF NEEDED.)

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART III

A. How long has Entity been in business? 3/17/08

B. 1. Has the Entity ever done business under another name or with another firm? N/A
If yes, attach separate sheet(s) listing same information as in parts I, II and III of this affidavit.

2. Have the principals of the Entity ever done business under another name or with another firm? Yes (see Miami To Go, Inc. affidavit)
If yes, attach separate sheet(s) Listing same information as in Parts I, II and III of this affidavit.

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

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

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

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

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

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

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

Pursuant to County Resolution No. R-182-00, amending Resolution No. R-385-95, the Entity shall, as a condition of award, provide written certification that the firm is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act, the Fair Housing Act, nor any other laws prohibiting discrimination on the basis of disability. Any post-award violation of these Acts may result in the contract being declared void. If any certifying Respondent or their affiliate is found in violation of the Acts, the County will conduct no further business with such attesting firm. Any violation of this Resolution may result in debarment.

___X___ The Entity affirms under oath that the Entity is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act, the Fair Housing Act, nor any other laws prohibiting discrimination on the basis of disability.

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

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

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

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

Pursuant to County Resolution No. R-185-00, the Entity shall, as a condition of award, provide written certification that the firm is in compliance with the County's domestic leave policy. Failure to comply with the requirements of this Resolution may result in the contract being declared void, the contract being terminated, and/or the firm being debarred. The obligation to provide domestic leave to their employees shall be a contractual obligation.

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

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

Pursuant to Section 2-8.1(c) of the Code, the Entity shall verify that all delinquent and currently due fees or taxes - including but not limited to real and property taxes, utility taxes and occupational licenses - collected in the normal course by the County Tax Collector, as well as County issued parking tickets for vehicles registered in the name of the Entity, have been paid. Failure to comply with this requirement may result in debarment.

___X___ The Entity affirms under oath that the Entity does not have any County delinquent and currently due fees or taxes, or parking tickets for vehicles registered in the name of the Entity.

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

Pursuant to Section 2-8.1.2 (b) of the Code, no person or entity shall be awarded or receive a County contract for public improvements unless such person or entity certifies that it will provide a drug free workplace. Failure to comply with this policy may result in debarment for those persons or entities that knowingly violate this policy or falsify information.

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

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

Pursuant to Section 2-8.1(h) of the Code, no individual or entity shall be allowed to receive any additional County contracts, if it is in arrears in any payment under a contract, promissory note or other loan document with the County, or any of its agencies or instrumentalities, including the Public Health Trust, either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the Code,

until either the arrearage has been paid in full or the County has agreed in writing to a payment schedule. Failure to meet the terms and conditions of any obligation or repayment schedule with the County shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

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

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

Pursuant to Section 2-8.1(i) of the Code, each person or entity that seeks to do business with the County shall adopt a Code of Business Ethics ("Ethics Code") and shall, prior to the execution of any contract between the Entity and the County, submit an affidavit stating that the Entity has adopted an Ethics Code that complies with the requirements of Section 2-8.1(i) of the Code. An entity failing to submit the required affidavit shall be ineligible for contract award.

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

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

Carole Ann Taylor
(Signature of Authorized Representative)

Title President

Date 7/31/09

STATE OF:

COUNTY OF:

The above certifications/verifications were acknowledged before me this 31 day of July, 2009,

by Carole Ann Taylor,
(Authorized Representative)

of Miami Concepts LLC,
(Name of Corporation, Partnership, etc.)

who is personally known to me or has produced as identification and who did/did not take an oath.

Lourdes Borrego
(Signature of Notary)

Lourdes Borrego
(Print Name)

Notary Stamp or Seal:

LOURDES BORREGO
Notary Public - State of Florida
My Commission Expires Jun 27, 2011
Commission # DD 689928
Bonded Through National Notary Assn.

Notary Commission Number: DD689928

My Commission Expires: June 27, 2011

Detail by Entity Name

Florida Limited Liability Company

MIAMI CONCEPTS, LLC

Filing Information

Document Number	L08000006184
FEI/EIN Number	331201634
Date Filed	01/17/2008
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	03/14/2008
Event Effective Date	NONE

Principal Address

3785 N.W. 82ND AVENUE, #109
DORAL FL 33166

Mailing Address

3785 N.W. 82ND AVENUE, #109
DORAL FL 33166

Registered Agent Name & Address

ARCACCOUNTING AND BUSINESS SOLUTIONS, INC.
3785 N.W. 82ND AVENUE, #109
DORAL FL 33166 US

Manager/Member Detail

Name & Address

Title MGR

AGUILAR, NAYID
3785 N.W. 82ND AVENUE, #109
DORAL FL 33166

Title MGR

TAYLOR, CAROLE ANN
3785 N.W. 82ND AVENUE, #109
DORAL FL 33166

Annual Reports

Report Year	Filed Date
2009	04/01/2009

Document Images

193

04/01/2009 -- ANNUAL REPORT

	View image in PDF format
03/14/2008 -- LC Amendment	View image in PDF format
01/17/2008 -- Florida Limited Liability	View image in PDF format

Note: This is not official record. See documents if question or conflict.

Previous on List **Next on List** **Return To List** Entity Name Search

Events **No Name History** Submit

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2009 LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Apr 01, 2009
Secretary of State

DOCUMENT# L08000006184

Entity Name: MIAMI CONCEPTS, LLC

Current Principal Place of Business:

3785 N.W. 82ND AVENUE, #109
DORAL, FL 33166

New Principal Place of Business:

Current Mailing Address:

3785 N.W. 82ND AVENUE, #109
DORAL, FL 33166

New Mailing Address:

FEI Number: 33-1201634 **FEI Number Applied For ( )** **FEI Number Not Applicable ( )** **Certificate of Status Desired ( )**

Name and Address of Current Registered Agent:

ARCACCOUNTING AND BUSINESS SOLUTIONS, INC.
3785 N.W. 82ND AVENUE, #109
DORAL, FL 33166 US

Name and Address of New Registered Agent:

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent Date

MANAGING MEMBERS/MANAGERS:

Title: MGR ( ) Delete
Name: AGUILAR, NAYID
Address: 3785 N.W. 82ND AVENUE, #109
City-St-Zip: DORAL, FL 33166

Title: MGR ( ) Delete
Name: TAYLOR, CAROLE ANN
Address: 3785 N.W. 82ND AVENUE, #109
City-St-Zip: DORAL, FL 33166

ADDITIONS/CHANGES:

Title: ( ) Change ( ) Addition
Name:
Address:
City-St-Zip:

Title: ( ) Change ( ) Addition
Name:
Address:
City-St-Zip:

I hereby certify that the information supplied with this filing does not qualify for the exemption stated in Chapter 119, Florida Statutes. I further certify that the information indicated on this report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 608, Florida Statutes.

SIGNATURE: NAYID AGUILAR MGR 04/01/2009

Electronic Signature of Signing Managing Member, Manager, or Authorized Representative / Date

195

March 11, 2008

Mr. Adrian Songer
Property Manager
Commercial Operations
Miami Dade Aviation Department
P.O. Box 025504
Miami, FL 33102-5504

Re: Assignment of the Lease and Concession Agreement by and between Miami Dade County, Florida and Miami To Go, Inc. Concessionaire for Retail Concession Program at Miami International Airport (Package 8) (the "Lease")

Dear Mr. Songer,

In connection with the above referenced matter, this letter is to inform you that Miami Concepts, LLC ("Miami Concepts") is a Florida Limited Liability Company, whose member and membership interests consists of the following entities and percentages: Miami To Go, Inc. (51% membership interest) and Café Britt Corp (49% membership interest).

In addition, Miami To Go acknowledges and agrees the following:

1. Miami To Go, Inc. is aware that the Retail Concession Program RFP No. MDAD-05-05 contained eight (8) packages and that Miami To Go, Inc. was awarded Package 8. Miami To Go, Inc. is also aware that the concept for Package 8 was "Gift Specialty Shop." Miami To Go, Inc. acknowledges and agrees that upon the assignment of the above referenced Lease to Miami Concepts LLC, the concept category "Gift Specialty Shop" will remain the same and unchanged.

2. Miami To Go, Inc. shall provide to the Miami Dade Aviation Department a list of the products and merchandise that will be offered to the public. This list shall be provided to the Miami Dade Aviation Department prior to the opening of the stores to the public.

1717 NORTH BAYSHORE DRIVE
SUITE 2700 - 2456
MIAMI, FLORIDA 33132
TEL: 305 381 7884
FAX: 305 381 8085
TOLL FREE-1 888 MIAMI TO GO
e-mail miami to go @aol.com

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DESCRIPTION OF ROLES AND RESPONSIBILITIES OF MEMBERS OF MIAMI CONCEPTS, LLC

A. MIAMI TO GO, INC.'S ROLE AND RESPONSIBILITIES

MTG is responsible for performing, managing, and supervising the following activities with its own forces: (i) manage all recruitment, hiring and firing of the Company's General Manager and Store Supervisors who will be responsible for the Company's store employees and the day-to-day operations of the stores; (ii) Carole Ann Taylor (CAT) shall serve as President of the Company, and MTG will contribute its expertise to the overall management of the Company's business under the Concession Agreement; (iii) MTG shall be the Company's representative and spokesman with the Miami Dade Aviation Department and other Miami Dade County and local, state, and federal government agencies as well as professional organizations; (iv) procure local artists, vendors, and service providers; (v) identify and approve new vendors and new lines of merchandise; (vi) supervise and oversee the Performance Standards required to ensure the value of the Miami To Go Brand as described in the License Agreement; (vii) responsible for Airport compliance reporting and monthly utilization reporting; (viii) approve all marketing, advertising, and collateral materials; (ix) CAT is a co-signatory for the issuance of checks over $5000 on the Miami Concepts disbursement bank account(s) and any check written for a transaction outside the Company's day-to-day normal operations in excess of $5000 in a calendar year; and (x) ensure that staff maintain all displays in the Package 8 stores in accordance with the Standards and Specifications.

B. CAFÉ BRITT'S ROLE AND RESPONSIBILITIES

Café Britt shall provide the following management, operational, and supply services to the Company: (i) manufacture, produce and deliver inventory for sale; (ii) provide products, supplies, equipment, fixtures, furnishings, signage, uniforms, paper goods, and materials required for the operation of the Package 8 stores; (iii) vendor negotiations, inventory purchasing, distribution, and management; (iv) inventory and supply stock taking, receiving, and warehousing; (v) logistics, freight, delivery, transportation, and clearance of inventory and supplies; (vi) product placement, visual merchandise and display, space planning, and shop layout; (vii) provide business manuals, methods and instructions (the "Standards and Specifications") to operate, preserve, maintain, and enhance the value of Miami Concepts LLC's and MTG's names, trademarks, reputation and goodwill.

MIAMI CONCEPTS LLC
LIST OF MEMBERS, CAPITAL
CONTRIBUTIONS, NUMBER OF UNITS,
AND PERCENTAGE INTEREST

Name and Address	**Initial Capital Contribution**	**Number of Units**	**Overall Percentage Interest**
Miami To Go, Inc. Address: 1717 North Bayshore Drive Suite 2456 Miami, FL 33132	$150,000.00	51	51%
Café Britt Corp Address: 3785 N.W. 82 Avenue Suite 109 Miami, FL 33166	$144,117.64	49	49%
	***Total: $294,117.64**	**Total: 100**	**Total: 100%**

*Miami Concepts LLC will borrow $1,500,000.00 of Working Capital from Café Britt

Attached is a description of the roles and responsibilities of the members of Miami Concepts LLC. Please do not hesitate to contact me in the event you need additional information.

Sincerely,

Carole Ann Taylor

Carole Ann Taylor
President and CEO
cc: Pablo Vargas, Member, Miami Concepts LLC
Nayid Aguilar, Member, Miami Concepts LLC

RECEIVED

FEB 7 - 2008

Commercial Operations

(2)

UNANIMOUS WRITTEN CONSENT OF THE MEMBERS AND MANAGERS OF MIAMI CONCEPTS, LLC.

The undersigned, constituting all of the members and managers of Miami Concepts, LLC., a Florida limited liability company, (the "**Company**"), do hereby waive all notice of time, place and purpose of meeting and do hereby consent in writing to take the following actions and adopt the following resolutions:

MANAGEMENT STRUCTURE

RESOLVED that the Company shall have two (2) Managers; and

FURTHER RESOLVED that Nayid Aguilar and Lilliam Parra are hereby appointed as the Managers of the Company; and

FURTHER RESOLVED that the following individuals are hereby appointed to serve in the offices set forth after their respective names:

Carole Ann Taylor	President
Jorge Jimenez	Vice President
Marlina Salas	Treasurer
Pablo Vargas	Secretary

OPERATIONAL MATTERS

RESOLVED, that the Managers of the Company are each authorized, empowered, and directed to procure all corporate books, stock ledgers, and books of account required by law or appropriate in connection with the business of the Company; and

RESOLVED, that the Managers of the Company are each authorized, empowered, and directed to pay all fees and expenses incident to and arising out of the organization of the Company and to reimburse any person who has made disbursements therefor; and

RESOLVED, that the Managers of the Company are each authorized, in the name and on behalf of the Company, to establish accounts with the financial institutions as the officer shall deem necessary and desirable and that the accounts be established in accordance with and governed by the general rules and regulations of the financial institutions; and further

RESOLVED, that the Managers of the Company are authorized, empowered, and directed, in the name and on behalf of the Company, to take additional action and to execute and deliver additional agreements, documents, and instruments as any of them may deem necessary or appropriate to implement the provisions of the foregoing resolutions, the authority for the taking of the action and the execution and delivery of the agreements, documents, and instruments to be conclusively evidenced thereby.

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(2)

RESOLVED that this written consent may be executed in counterpart originals and delivered by facsimile, and shall have, when taken together, the same effect as if all signatures were contained in a signal original copy of this written consent.

IN WITNESS WHEREOF, the undersigned have made this Consent effective as of January 30, 2008.

CAFÉ BRITT CORP

By: _____
Steve Aronson
Member

MIAMI TO GO, INC.

By: Carole Ann Taylor
Carole Ann Taylor
Member

MIAMI CONCEPTS, LLC

By: _____
Nayid Aguilar, its Manager

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(3)

MIAMI TO GO

January 31, 2008

Dr. Patricia A. Ryan
División Director
Commercial Operations
Miami Dade Aviation Department
P.O. Box 025504
Miami, FL 33102-5504

Dear Dr. Ryan,

Pursuant to Article 9, Assignment and Ownership, of the Lease and Concession Agreement, dated October 10, 2006, by and between Miami-Dade County, Florida and Miami To Go, Inc for Package 8 of RFP No. MDAD-05-05, I am writing to request that Miami Dade County Aviation Department grant Miami To Go, Inc. permission to assign the lease to Miami Concepts, LLC at closing. Miami Concepts LLC is a newly formed limited liability company whose members consist of Miami To Go, Inc. and Café Britt Corporation (see attached State of Florida certification).

As per our prior discussions I affirm that Miami Concepts LLC is a small business enterprise and is under the $6.5 million small business revenue designation. Miami To Go, Inc. will continue to have a strong, active presence in the operation of the two locations in the aforementioned package. We are mindful of the fact that the basis of this award for two gift specialty stores, providing local, unique gifts, was in part contingent upon Miami To Go's local participation as well as its ability to provide a local theme and identity to the traveling public. Miami Concepts LLC will continue the theme that Miami To Go, Inc.'s business was built upon and adhere to the concept under which the contract was awarded with no major changes. Café Britt Corporation has twice been designated by the Moodie Report as having the best airport destination merchandise store in the world. They are presently operating local themed airport destination stores in Costa Rica, Chile and Peru.

Most importantly I want to assure you and MDAD that this request will in no way imperil our timetable to open the stores.
I thank you for your timely response and assistance.

Sincerely,

Carole Ann Taylor

Carole Ann Taylor
President & CEO
cc: Adrian Songer

RECEIVED
FEB 5 - 2008
Commercial Operations

1717 NORTH BAYSHORE DRIVE
SUITE 2700
MIAMI, FLORIDA 33132
TEL: 305 381 7884
FAX: 305 381 8085
TOLL FREE-1 888 MIAMI TO GO
e-mail miami to go @aol.com

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(3)

State of Florida

Department of State

I certify from the records of this office that MIAMI CONCEPTS, LLC, is a limited liability company organized under the laws of the State of Florida, filed on January 17, 2008.

The document number of this company is L08000006184.

I further certify that said company has paid all fees due this office through December 31, 2008, and its status is active.

Authentication Code: 008A00004021-011808-L08000006184-1/1

RECEIVED

FEB 5 - 2008

Commercial Operations

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Eighteenth day of January, 2008

Kurt S. Browning
Secretary of State

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FIRST AMENDMENT TO
LEASE AND CONCESSION AGREEMENT FOR
FOREIGN CURRENCY EXCHANGE AND BUSINESS CENTER
AT MIAMI INTERNATIONAL AIRPORT

THIS FIRST AMENDMENT to the Lease and Concession Agreement for Foreign Currency Exchange and Business Center (the "First Amendment") is made and entered into this _____ day of _____, 2009, by and between Miami-Dade County acting by and through its Aviation Department ("County" or "MDAD") and Lenlyn LTD DBA ICE Currency Services USA ("Concessionaire").

WHEREAS, by Resolution No. R-1296-07, passed and adopted December 4, 2007, the Board of County Commissioners of Miami-Dade County, Florida authorized a Non-Exclusive Lease and Concession Agreement for Foreign Currency Exchange and Business Center Concession Services at Miami International Airport.

WHEREAS, the Aviation Department recognizes the construction and passenger traffic issues encountered by the Concessionaire in its implementation of the Department's South Terminal Concessions Program.

WHEREAS, the Aviation Department desires to make certain accommodations relative to the occupancy costs incurred by the Concessionaire in order to insure the continued presence of a Concessions Program for the traveling public.

NOW THEREFORE, in consideration of the premises, and terms and conditions of the Lease and Concession Agreement, the parties to this First Amendment agree as follows:

Add as third paragraph to Sub-Article 3.06 ANNUAL RENT as follows:

Commencing on the Beneficial Occupancy, Concessionaire shall not be required to pay annual rent for South Terminal Locations H20336 and J2355, until the first anniversary date of Beneficial Occupancy for each South Terminal Location. On that date the Concessionaire shall commence payment of the annual rent. Notwithstanding anything to the contrary contained in Sub-Article 3.06, or in any other Sub-Article, this rent abatement applies only to the South Terminal concession locations of the Concessionaire.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Agreement the date and year first above written.

CONCESSIONAIRE

LENLYN LTD
(Legal Name of Corporation)

ATTEST:
Secretary Leticia Padilla
(Signature and Seal)

By: _____
Authorized Officer - Signature

LETICIA PADILLA NOTARY PUBLIC
(Type Name & Title)

Name: RAMON ORTEGA
SECRETARY
(Type Name & Title)

LETICIA PADILLA
Commission # 1796316
Notary Public - California
Los Angeles County
MyComm. Expires May 17, 2012

BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

By: _____
Mayor

Approved for Form
and Legal Sufficiency

_____
Assistant County Attorney

Attest: Harvey Ruvin, Clerk

By: _____
Deputy Clerk

RELEASE

In consideration of the approval and full execution of the First Amendment to the Lease and Concession Agreement, which original agreement was by and between Lenlyn LTD DBA Ice Currency Services USA. ("Concessionaire") and Miami-Dade County ("County") and was authorized by Resolution No. R-1296-07 adopted by the County Commission on December 4, 2007; Concessionaire does hereby release and forever discharge County and all of its officers and employees from any and all actions, claims, causes of actions, or debts related to or arising out of concessionaire's construction activities or related to any lack of passenger traffic, or otherwise related to or caused by the issues or matters set forth in the aforesaid First Amendment.

BHARAT SHAH VP OPERATIONS

Lenlyn LTD DBA Ice Currency Services USA

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

PROJECT TITLE Foreign Currency Exchange & Business Center at MIA

PROJECT NUMBER Z-004192

COUNTY OF Miami-Dade

STATE OF Florida

Before me the undersigned authority appeared Ramon Ortega (Print Name), who is personally known to me or who has provided as identification and who (did ~~or did not~~) take an oath, and who stated:

That he/~~she~~ is the duly authorized representative of

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

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

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

hereinafter referred to as the Entity being its

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

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

PUBLIC ENTITY CRIMES
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES

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

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

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

"1 A predecessor or successor of a person convicted of a public entity crime; or

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

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

5. The statement which is marked below is true in relation to the Entity submitting this sworn statement. **[Please indicate which statement applies.]**

PUBLIC ENTITY CRIMES
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES (Cont'd)

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

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

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

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

_____The person or affiliate has been placed on the convicted vendor list. **[Please describe any action taken by or pending with the Florida Department of General Services.]**

DEBARMENT DISCLOSURE AFFIDAVIT
PURSUANT TO SECTIONS 10-38 AND 2-8.4.1
OF THE MIAMI-DADE COUNTY CODE

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

subcontractors/subconsultants, have been debarred by the County. Any individual or Entity listed above that has been debarred by the County is prohibited from entering into any contract with the County during the period for which they have been debarred. Debarment may also constitute grounds for termination of any existing County contract. It is the Entity's responsibility to ascertain this information before submitting the Qualification Statement.

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

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

Pursuant to Section 2-8.6 of the Code, the Entity must disclose, at the time the submission, if the Entity or any of its officers, directors, or executives have been convicted of a felony during the past (10) years. Failure to disclose such conviction may result in the debarment of the Entity who knowingly fails to make the required disclosure or to falsify information.

Indicate below if the above named Entity, as of the date of submission:

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

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

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PURSUANT TO SECTION 2-8.1
OF THE MIAMI-DADE COUNTY CODE

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

PART I

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART I (cont'd)

4. If the transaction is with a Corporation**, provide the full legal name and business address* for each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock and state the percentage. This disclosure requirement does not apply to publicly traded corporations.

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

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

N/A

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

N/A

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

N/A

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

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

☐ Yes ✓ No

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

✓ Yes ☐ No

3. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:

White:	1	Males	9	Females
Asian:	8	Males	31	Females
Black:	4	Males	16	Females
Native American:	0	Males	0	Females
Hispanics:	8	Males	25	Females
Alaskan Natives:	_____	Males	_____	Females
Hawiian/Pacific Islander Native:	_4___	Males	4	Females
_____:	_____	Males	_____	Females

(ADD EXTRA SHEETS IF NEEDED)

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

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART II

LIST ALL CONTRACTS IN EFFECT WITH MIAMI-DADE COUNTY DURING THE LAST FIVE (5) YEARS:

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(1)			
from 1995 to 2008	$ 1,7000,000	$ 1,7000,000	0 %

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

Litigation Arising out of Contract: No litigation

(2)			
Feb 2008	$ 2,400,580	$ 2,400,580	0 %

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

Litigation Arising out of Contract: No litigation

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART II (Cont'd)

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(3)			
_____	$_____	$_____	_____%

Name of Dept. & Summary of Services Performed _____

_____

Litigation Arising out of Contract _____

_____

_____

(4)			
_____	$_____	$_____	_____%

Name of Dept. & Summary of Services Performed _____

_____

Litigation Arising out of Contract _____

_____

_____

(ADD EXTRA SHEET(S) IF NEEDED.)

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART III

A. How long has Entity been in business? 25 years

B. 1.Has the Entity ever done business under another name or with another firm? N/A
If yes, attach separate sheet(s) listing same information as in parts I, II and III of this affidavit.

B. 2. Has the Principals of the Entity ever done business under another name or with another firm? N/A
If yes, attach separate sheet(s) listing same information as in parts I, II and III of this affidavit

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

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

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

Renewal has been filed on 9 June 2009

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

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

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

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

Pursuant to County Resolution No. R-182-00, amending Resolution No. R-385-95, the Entity shall, as a condition of award, provide written certification that the firm is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act, the Fair Housing Act, nor any other laws prohibiting discrimination on the basis of disability. Any post-award violation of these Acts may result in the contract being declared void. If any certifying Respondent or their affiliate is found in violation of the Acts, the County will conduct no further business with such attesting firm. Any violation of this Resolution may result in debarment.

__X____ The Entity affirms under oath that the Entity is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act, the Fair Housing Act, nor any other laws prohibiting discrimination on the basis of disability.

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

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

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

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

Pursuant to County Resolution No. R-185-00, the Entity shall, as a condition of award, provide written certification that the firm is in compliance with the County's domestic leave policy. Failure to comply with the requirements of this Resolution may result in the contract being declared void, the contract being terminated, and/or the firm being debarred. The obligation to provide domestic leave to their employees shall be a contractual obligation.

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

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

Pursuant to Section 2-8.1(c) of the Code, the Entity shall verify that all delinquent and currently due fees or taxes - including but not limited to real and property taxes, utility taxes and occupational licenses - collected in the normal course by the County Tax Collector, as well as County issued parking tickets for vehicles registered in the name of the Entity, have been paid. Failure to comply with this requirement may result in debarment.

__X__ The Entity affirms under oath that the Entity does not have any County delinquent and currently due fees or taxes, or parking tickets for vehicles registered in the name of the Entity.

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

Pursuant to Section 2-8.1.2 (b) of the Code, no person or entity shall be awarded or receive a County contract for public improvements unless such person or entity certifies that it will provide a drug free workplace. Failure to comply with this policy may result in debarment for those persons or entities that knowingly violate this policy or falsify information.

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

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

Pursuant to Section 2-8.1(h) of the Code, no individual or entity shall be allowed to receive any additional County contracts, if it is in arrears in any payment under a contract, promissory note or other loan document with the County, or any of its agencies or instrumentalities, including the Public Health Trust, either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the Code,

until either the arrearage has been paid in full or the County has agreed in writing to a payment schedule. Failure to meet the terms and conditions of any obligation or repayment schedule with the County shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

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

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

Pursuant to Section 2-8.1(i) of the Code, each person or entity that seeks to do business with the County shall adopt a Code of Business Ethics ("Ethics Code") and shall, prior to the execution of any contract between the Entity and the County, submit an affidavit stating that the Entity has adopted an Ethics Code that complies with the requirements of Section 2-8.1(i) of the Code. An entity failing to submit the required affidavit shall be ineligible for contract award.

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

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

(Signature of Authorized Representative)

Title SECRETARY

Date JUNE 9, 2009

STATE OF: CALIFORNIA

COUNTY OF: LOS ANGELES

The above certifications/verifications were acknowledged before me this 09TH day of JUNE, 2009,

by RAMON ORTEGA,
(Authorized Representative)

of LENLYN LTD,
(Name of Corporation, Partnership, etc.)

who is personally known to me or has produced as identification and who did/did not take an oath.

HUGO GOMEZ
(Signature of Notary)

HUGO GOMEZ
(Print Name)

Notary Stamp or Seal:

Notary Commission Number: SE # 1602558

My Commission Expires: SEP. 11, 2009

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

Convicted Vendor List

Section 287.133(3)(d), Florida Statutes, provides that the Department of Management Services shall maintain a list of the names and addresses of those who have been disqualified from participating in the public contracting process under this section.

The list includes:

NOT IN LIST
PPS

Placed on list: September 27, 2006
White Construction Company, Inc.
P. O. Box 790
US Hwy 19 North
Chiefland, Florida 32626

Placed on list: April 15, 2008
Warren H. Newell
Address Unknown

Placed on list: April 28, 2008
Calhoun Enterprises of Central Florida Inc.
886 South Dillard Street, Suite B
Winter Garden, FL 34787

Placed on list: April 28, 2008
Dawn Michelle Calhoun
606 Spice Trader Way, Apt. C
Orlando, FL 32818

Placed on list: April 28, 2008
Robert Lee Calhoun
215 Rheine Road NW
Palm Bay, FL 32907

Placed on list: June 3, 2008
Michael Kenneth Behrens
Address Unknown

07/13/2009

State Purchasing

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- Convicted / Suspended / Discriminatory / Complaints Vendor Lists
  - About Registration and the Convicted and Suspended Vendor Lists
  - Convicted Vendor List
  - Suspended Vendor List
  - Discriminatory Vendor List
  - Federal Excluded Parties List
  - Vendor Complaint List
- Customer Service

- MyFlorida MarketPlace
- Documents, Forms, References & Resources
- Florida Emergency Network
- Florida's Public Purchasing Training and Certification
- Customer Service
- Website Feedback

Return to Business Operations

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Suspended Vendor List

The following vendors have been removed from the Vendor List pursuant to Rule 60A-1.006, F.A.C.

NOT IN LIST

Revised August 13, 2007

PAS

Vendor Number	Vendor Name/Address
F953278704	9008 Group, Inc. dba Act-1 Group 1999 West 190th Street Torrance, CA 90504
F351778876 001	A & M Distributing 2008 W. Lincoln Highway, Suite 499 Merryville, IN 46410-5337
F581209815 001	AAE Office Machines & Supplies 553 2nd Avenue Daytona Beach, FL 32114-3174
F650268537	ABC Computers, Inc. 1901 N.W. 82 Ave. Miami, FL 33126
F59207683 011	Advanced Data Products 48 Miracle Mile Miami, FL 33134-5404
F592570833 001	Alex Distributors, Inc. 4360 E 10th Lane Hialeah, FL 33013-2527
F592731140 001 F592731140 002 F592731140 003 F592731140 004 F592731140 005 F592731140 006	All Florida Contract Carpets, Inc. 3702 Northwest Passage Tallahassee, Florida 32303
F383055757 001	American Bid Consultants P.O. Box 251054 W. Bloomfield, MI 48325
F592630367	American Telecommunications Services Corp. 2812 Kelly Park Rd. Apopka, FL 32712
F590471160 001	Anderson Surgical Supply P.O. Box 1228 Tampa, FL 33601-1228
F720825843 001	Annette's Set 2640 Hodges Street Lake Charles, LA 70601-7312

F650750100	Answerthink 1001 Brickell Bay Drive, Suite 3000 Miami, FL 33131
F592908324 001	Bill Bryan Jeep Eagle, Inc. 4800 N Highway 19A Mt. Dora, FL 32757
F592236217 001	Bill Thomas Chevrolet, Inc. P.O. Box 5708 Tallahassee, FL 32314
XXXXXX9444 001	B & J Supplies 502 NW 57th Street #243 Gainesville, FL 32607-1608
F221901316 001	Bori Enterprises 463 Main Street Crosswicks, NJ 08515
F591766966 001	Bratton Machinery Supply 1015 Commercial Street Tallahassee, FL 32304
F943184303	Broadvision, Inc. Five Concourse Parkway Atlanta, GAÂ 30328
F592217925 001	C & S Dist. of America, Inc. P.O. Box 1056 Orange Park, FL 32067-1056
F381263910 001	Canton China & Equipment Co. 6309 Mack Avenue Detroit, MI 48207-2399
XXXXXX6961	CEC PC Consulting 22846 Cypress Trail Drive Lutz, FL 33549
F501779929 001	Columbia Press P.O. Box 5756 Orlando, FL 32805
F541945793	Digital Paper Corporation 201 N. Union Street, Suite 140 Alexandria, VA 22314
F591353708 001	Dimmit Chevrolet, Inc. P.O. Box 14759 Clearwater, FL 34629-4759
F592418890 001	Diversified Distributors, Jax 1241 Haines Street
F221900211 001	D R L Associates Broad Street Yardville, NJ 08620
F650143937 001	Ebonys Food Co., Inc.

	1260 NE 159th Street North Miami Beach, FL 33162
F133954395	Enterprise Training Solutions 410 Saw Mill River Road Ardsley, NY 10502
F590941263 001	Federal Pharamacal Corp. 16600 NW 54th Avenue Miami Lakes, FL 33014-6115
F591620522 001	Florida Printing Services, Inc. 3541 Fowler Street Fort Myers, FL 33901-0997
F591708508 001	Florida Specialty Paint Co. 4517 Appleton Avenue Jacksonville, FL 32210-2031
XXXXXX4887	Forever Lawn & Landscaping Service P.O. Box 93161 Lakeland, FL33804
F592336186 001	Godwin's Business Machines, Inc. 213 E Brevard Street Tallahassee, FL 32301-1223
F592843153 001	Government Services Ind., Inc. 5565 W Flagler Street Miami, FL 33134-1065
F221914532 001	Hamilton Uniforms, Inc Main Street & Chesterfield Road Crosswicks, NJ 08515
F591885810 001	Hernandez Office Supp. & Equip. Corp. 300 NW 27th Avenue Miami, FL 33125-3031
F591377357 001	Hill Engineering Co. P.O. Box 2517 Pensacola, FL 32513-2517
F592203557 001	Hose Products, Inc. 1411 SW 12th Avenue Pompano Beach, FL 33069-4725
F570468351 001	International Plastics, Inc. 8 Tulip Street Greenville, SC 29609-3723
F411845368	International Technology Consultants 14900 North Road Loxahatchee, FL 33470
F592639976 001	International Trade & Barter, Inc. 2876 NW 72nd Avenue Miami, FL 33122-1310
F943221352	Interwoven Inc.

	3525 Piedmont Road Atlanta, GA 30305-1530
F590308175 001	Jefferies Food Company 1100 Talleyrand Avenue Jacksonville, FL 32206-6048
XXXXXX5567 001	Jensen Fire Protection Co.1 1432-2 Parkshore Circle Fort Meyers, FL 33901
F592416853 001	Johnny Jones Smoke House P.O. Box 581321 Miami, FL 33136
F361306952 001	Karroll's, Inc. 1410 South Clinton Street Chicago, IL 60607
XXXXXX9083 001	Kirkland Meat Packing Co. 1101 Bulls Bay Road Jacksonville, FL 32220-2500
F650032156 001	KMT Sales, Inc. 2655 W 76th Street Hialeah, FL 33016
F362952689 001	Leta Laboratories, Inc. 6 Regent Lane Deerfield, IL 60015
F650089236 001	Long Office Supply Co. P.O. Box 012021 Miami, FL 33101
F590336431 001	Long Office Supply Co. P.O. Box 012021 Miami, FL 33136-4191
F650419893	M Johnson & Associate 445 NE 94th Street Miami, FL 33138
F592045422 001	Mackall Printing Service, Inc. 5558 Spring Park Rd. Jacksonville, FL 32216-5549
F592018093 001	Merrick International, Inc. 18120 NW 16th Street Miami, FL 33169-4115
F592518865 001	Mid South Telecom, Inc. 414 N. Brevard Avenue Arcadia, FL 33821-4504
F550333452 001	Midwest Communications Corp. 8875 NW 23rd Street Miami, FL 33172-2490
F592218537 002	Mitchell Printing

	1184B Capital CircleNE Tallahassee, FL 32301-3519
F210721356 001	National Elec. Computer Supplies 3034 Winter Lake Road Lakeland, FL 33803-9707
F650380627 001	N & M Export 8010 SW 152nd Avenue #210 Miami, FL 33193
XXXXXX5689 001	Omnitek Mechanical Serv., Inc. 739 California Street Tallahassee, FL 32304-2019
	PharmChem, Inc. 4600 N. Beach Street Haltom City, TX 76180
F133429155	Philips Consumer Electronics 64 Perimeter Center East Atlanta, GA 30346
F592295498 001	Phone World, Inc. 1952 Congress AvenueSouth West Palm Beach, FL 33406-6674
F591313977 001	Roger Whitley Chevrolet, Inc. 12300 North Florida Avenue Tampa, FL 33612
F583472488	RR Donnelley Logistics (Momentum Logistics)
F592818091 001	Saint Andrew Industries, Ind. P.O. Box 1311 Panama City, FL. 32402-1311
F593053930 001	Shelbys Gourmet Foods P.O. Box 1173 Orange Park, FL 32067
F591549387 001	Southeastern Bus Sales 4357 Phillips Highway Jacksonville, FL 32207-6731
F590951783 001	Southern Gun Distributors, Inc. 13490 NW 45th Avenue Opa Locka, FL 33054-4492
F630800063 001	Southern Bio Systems Dev. Corp. P.O. Box 9070 Prattville, AL 36067-0870
F592686769 002	Southern Communication 275 North Jefferson Street, Suite 208 Monticello, FL 32344-1936
F590802448 001	Stewart Warner Alemite Sales Co. 5281 Edgewood Court Jacksonville, FL 32205-3601

F541217835 001	Summit Textile 10910H Southlake Court Richmond, VA 23236-3914
F592686769 001	Tabco Enterprises 275 North Jefferson Street #213 Monticello, FL 32344-1936
F591462592 001	Tab of Tallahassee St et al, Inc. ** 1408 Capital Circle NE #1 Tallahassee, FL 32308-6258
F592336378 001	The Shoe Affair 107 West College Avenue Tallahassee, FL 32301-7707
F591481749 001	Tracy Lane Stationers, Inc. 4208 West Cypress Street Tampa, FL 33607-4133
F592232117 001	Tropabest, Inc. 12300 Automobile Boulevard Clearwater, FL 34622-4437
F591109490 002	Tropicana Business Forms 2801 NW 35th Street Miami, FL 33142-5270
F592584335 001	USR/Solutions, Inc. 1622 Talpeco Road Tallahassee, FL 32303-2944
F752559785	VCon, Inc. 207 West Jules Verne Way Cary, NC 27511
XXXXXX9066	Velocity Express Southeast, Inc.
F593642031	WeTrain Technologies 1650 Summit Lake Dr. Tallahassee, FL 32317
F590517380 001	Wright & Seaton, Inc. 251 Royal Calm Way Palm Beach, FL 33480

****(Note)****
Not to be confused with:
Tab Products of NE Florida
1019 Rosselle Street
Jacksonville, FL 32204
(904)355-3300
Manager/Owner: Candy Boebeck

07/13/2009

State Purchasing

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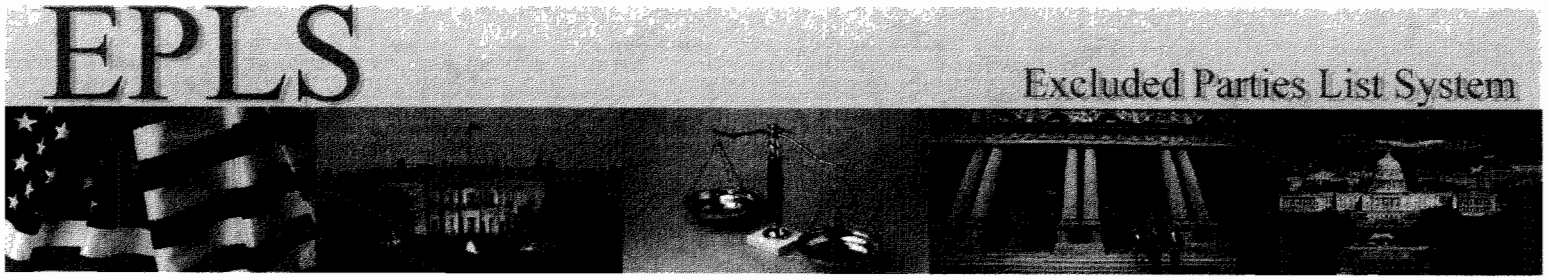

Search - Current Exclusions

> Advanced Search
> Multiple Names
> Exact Name and SSN/TIN
> MyEPLS
> Recent Updates

View Cause and Treatment Code Descriptions

> Reciprocal Codes
> Procurement Codes
> Nonprocurement Codes

Agency & Acronym Information

> Agency Contacts
> Agency Descriptions
> State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

> Debar Maintenance
> Administration
> Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Exact Name : lenlyn Ltd
SSN/TIN
As of 13-Jul-2009 2:34 PM EDT
Save to MyEPLS

Your search returned no results.

Back New Search Printer-Friendly

Resources

> Search Help
> Public User's Manual
> FAQ
> Acronyms
> Privacy Act Provisions
> News

Reports

> Advanced Reports
> Recent Updates
> Dashboard

Archive Search - Past Exclusions

> Advanced Archive Search
> Multiple Names
> Recent Updates

Contact Information

> Email: support@epls.gov
eplscomments@epls.gov
> Phone: 1-866-GSA-EPLS
1-866-472-3757

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EPLS

Excluded Parties List System

Search - Current Exclusions

> Advanced Search
> Multiple Names
> Exact Name and SSN/TIN
> MyEPLS
> Recent Updates

View Cause and Treatment Code Descriptions

> Reciprocal Codes
> Procurement Codes
> Nonprocurement Codes

Agency & Acronym Information

> Agency Contacts
> Agency Descriptions
> State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

> Debar Maintenance
> Administration
> Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Exact Name : lenlyn
SSN/TIN
As of 13-Jul-2009 2:37 PM EDT
Save to MyEPLS

Your search returned no results.

Back New Search Printer-Friendly

Resources

> Search Help
> Public User's Manual
> FAQ
> Acronyms
> Privacy Act Provisions
> News

Reports

> Advanced Reports
> Recent Updates
> Dashboard

Archive Search - Past Exclusions

> Advanced Archive Search
> Multiple Names
> Recent Updates

Contact Information

> Email: support@epls.gov
episcomments@epls.gov
> Phone: 1-866-GSA-EPLS
1-866-472-3757

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Detail by Entity Name

Foreign Profit Corporation

LENLYN LIMITED, INC.

Filing Information

Document Number	P30557
FEI/EIN Number	953919400
Date Filed	08/15/1990
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Status	ACTIVE
Last Event	EVENT CONVERTED TO NOTES
Event Date Filed	10/09/1990
Event Effective Date	NONE

Principal Address

MIAMI INTERNATIONAL AIRPORT
SECOND LEVEL CONCOURSE E
MIAMI FL 33122 US

Changed 03/27/1995

Mailing Address

LENLYN LIMITED
PO BOX 92192
LOS ANGELES CA 90009 US

Changed 02/14/2000

Registered Agent Name & Address

SHAH, BHARAT
MIAMI INTERNATIONAL AIRPORT
CONCOURSE E 2ND FLOOR
MIAMI FL 33122 US

Name Changed: 02/14/2000

Address Changed: 11/16/2001

Officer/Director Detail

Name & Address

Title CEO

SARKARI, KURUSH

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6151 W. CENTURY BOULEVARD SUITE 1108
LOS ANGELES CA 90045

Title CS

ORTEGA, RAMON
6151 W. CENTURY BLVD. SUITE 1108
LOS ANGELES CA 90045

Annual Reports

Report Year	Filed Date
2006	04/05/2006
2007	01/24/2007
2008	03/05/2008

Document Images

03/05/2008 -- ANNUAL REPORT	View image in PDF format
01/24/2007 -- ANNUAL REPORT	View image in PDF format
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11/16/2001 -- Reg. Agent Change	View image in PDF format
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Note: This is not official record. See documents if question or conflict.

Previous on List **Next on List** **Return To List**

Entity Name Search

Events **No Name History**

Submit

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2008 FOR PROFIT CORPORATION ANNUAL REPORT

FILED
Mar 05, 2008
Secretary of State

DOCUMENT# P30557

Entity Name: LENLYN LIMITED, INC.

Current Principal Place of Business:

MIAMI INTERNATIONAL AIRPORT
SECOND LEVEL CONCOURSE E
MIAMI, FL 33122 US

New Principal Place of Business:

Current Mailing Address:

LENLYN LIMITED
PO BOX 92192
LOS ANGELES, CA 90009 US

New Mailing Address:

FEI Number: 95-3919400 **FEI Number Applied For ( )** **FEI Number Not Applicable ( )** **Certificate of Status Desired (X)**

Name and Address of Current Registered Agent:

SHAH, BHARAT
MIAMI INTERNATIONAL AIRPORT
CONCOURSE E 2ND FLOOR
MIAMI, FL 33122 US

Name and Address of New Registered Agent:

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent Date

Election Campaign Financing Trust Fund Contribution ( ).

OFFICERS AND DIRECTORS:

Title: CEO ( ) Delete
Name: SARKARI, KURUSH
Address: 6151 W. CENTURY BOULEVARD SUITE 1108
City-St-Zip: LOS ANGELES, CA 90045

Title: CS ( ) Delete
Name: ORTEGA, RAMON
Address: 6151 W. CENTURY BLVD. SUITE 1108
City-St-Zip: LOS ANGELES, CA 90045

ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS:

Title: ( ) Change ( ) Addition
Name:
Address:
City-St-Zip:

Title: ( ) Change ( ) Addition
Name:
Address:
City-St-Zip:

I hereby certify that the information supplied with this filing does not qualify for the exemption stated in Chapter 119, Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with an address, with all other like empowered.

SIGNATURE: RAMON ORTEGA CS 03/05/2008

Electronic Signature of Signing Officer or Director Date

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FIRST AMENDMENT TO
LEASE AND CONCESSION AGREEMENT FOR
MIAMI INTERNATIONAL AIRPORT PHARMACY, INC
AT MIAMI INTERNATIONAL AIRPORT

THIS FIRST AMENDMENT to the Lease and Concession Agreement for the Retail Concession Program (the "First Amendment") is made and entered into this _____ day of _____, 2009, by and between Miami-Dade County acting by and through its Aviation Department ("County" or "MDAD") and Miami International Airport Pharmacy, Inc. ("Concessionaire"); and

WHEREAS, by Resolution No. R-905-06, passed and adopted July 18, 2006, the Board of County Commissioners of Miami-Dade County, Florida authorized a Non-Exclusive Lease and Concession Agreement for concession services under the Retail Concession Program at Miami International Airport; and

WHEREAS, the Aviation Department recognizes the construction and passenger traffic issues encountered by the Concessionaire in its implementation of the Department's South Terminal Concessions Program; and

WHEREAS, the Aviation Department desires to make certain accommodations relative to the occupancy costs incurred by the Concessionaire in order to insure the continued presence of a Concessions Program for the traveling public; and

NOW THEREFORE, in consideration of the premises, and terms and conditions of the Lease and Concession Agreement, the parties to this First Amendment agree as follows:

Add as seventh paragraph to Sub-Article 3.01 MINIMUM ANNUAL GUARANTEE as follows:

> Commencing upon Beneficial Occupancy of South Terminal Location J2318, Concessionaire shall pay the lesser of the Minimum Annual Guarantee (MAG) or the assigned retail category percentage fee (as determined by Sub-Article 3.05) of Gross Revenues in lieu of the MAG until the first anniversary date of Beneficial Occupancy for the South Terminal Location. On that anniversary date the Concessionaire shall commence payment of the Adjusted MAG. The Adjusted MAG is derived by taking the aggregate of the monthly percentage performance payments made during the first year of operation. Notwithstanding anything to the contrary contained in Sub-Articles 3.03, 3.04 and 3.11, or in any other Sub-Article this MAG adjustment applies only to the South Terminal concession location of the Concessionaire.

Example for the Adjusted MAG calculation:

Commencing upon First Anniversary of Date of Beneficial Occupancy of each South Terminal Location:

Location	First Year Gross Revenues	Category Percentage Rent
H1234	$900,000	10%

ADUJUSTED MAG = 10% X $900,000 = $90,000.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Lease and Concession Agreement the date and year first above written.

CONCESSIONAIRE

MIAMI INTERNATIONAL AIRPORT PHARMACY, INC
(Legal Name of Corporation)

By: _____
Authorized Officer - Signature

Name: Lowell M. Rosh

VP/CFO
(Type Name & Title)

ATTEST:
Secretary _____
(Signature and Seal)

CLAUDIA L. SMITH
(Type Name & Title)

CLAUDIA L. SMITH
Notary Public - State of Florida
My Comm. Expires Dec 6, 2010
Commission # DD 687859
Bonded Through National Notary Assn.

BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

By: _____
Mayor

Attest: Harvey Ruvin, Clerk

By: _____
Deputy Clerk

Approved for Form
and Legal Sufficiency

_____
Assistant County Attorney

RELEASE

In consideration of the approval and full execution of the First Amendment to the Lease and Concession Agreement, which original agreement was by and between Miami International Airport Pharmacy, Inc. ("Concessionaire") and Miami-Dade County ("County") and was authorized by Resolution No. R-905-06 adopted by the County Commission on July 18, 2006; Concessionaire does hereby release and forever discharge County and all of its officers and employees from any and all actions, claims, causes of actions, or debts related to or arising out of concessionaire's construction activities or related to any lack of passenger traffic, or otherwise related to or caused by the issues or matters set forth in the aforesaid First Amendment.

Miami International Airport Pharmacy, Inc.

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For Evaluation Only.

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

This sworn statement is submitted for:

PROJECT TITLE MIA SPACE # j 2318 SOUTH TERMINAL MIAMI, FL.

PROJECT NUMBER JOB 200803

COUNTY OF DADE

STATE OF FLORIDA

Before me the undersigned authority appeared _____(Print Name), who is personally known to me or who has provided as identification and who (did or did not) take an oath, and who stated:

That he/she is the duly authorized representative of

Miami International Airport Pharmacy, Inc.
(Name of Entity)

6950 NW 77th Court, Miami, FL 33166
(Address of Entity)

5 1 9 - 0 1 8 1 5 1 9 1 6 1 8 1 4
Federal Employment Identification Number

hereinafter referred to as the contracting Entity being its

Vice President & Chief Financial Officer
(Sole Proprietor)(Partner)(President or Other Authorized Officer)

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

PUBLIC ENTITY CRIMES
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES

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

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

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

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

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

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

5. The statement which is marked below is true in relation to the Entity submitting this sworn statement. **[Please indicate which statement applies.]**

PUBLIC ENTITY CRIMES
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES (Cont'd)

_X_Neither the Entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, nor any affiliate of the Entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

_____The person or affiliate has been placed on the convicted vendor list. **[Please describe any action taken by or pending with the Florida Department of General Services.]**

_____The person or affiliate has not been placed on the convicted vendor list.

DEBARMENT DISCLOSURE AFFIDAVIT
PURSUANT TO SECTIONS 10-38 AND 2-8.4.1
OF THE MIAMI-DADE COUNTY CODE

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

prohibited from entering into any contract with the County during the period for which they have been debarred. Debarment may also constitute grounds for termination of any existing County contract. It is the Entity's responsibility to ascertain this information before submitting the Qualification Statement.

__X__ The Entity affirms under oath that neither the Entity, its officers, principals, directors, stockholders, or affiliates, nor its Subcontractor/ Subconsultant have been debarred by the County.

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

Pursuant to Section 2-8.6 of the Code, the Entity must disclose, at the time the submission, if the Entity or any of its officers, directors, or executives have been convicted of a felony during the past (10) years. Failure to disclose such conviction may result in the debarment of the Entity who knowingly fails to make the required disclosure or to falsify information.

Indicate below if the above named Entity, as of the date of submission:

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

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

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PURSUANT TO SECTION 2-8.1
OF THE MIAMI-DADE COUNTY CODE

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

PART I

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

Miami International Airport Pharmacy, Inc.
6950 NW 77th Court, Miami, FL 33166
Attention: Lowell Rush

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

Gabriel Bottazzi President
Lowell M. Rush VP/CFO
6950 NW 77th Court, Miami, FL 33166

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

Gabriel Bottazzi
6950 NW 77th Court, Miami, FL 33166

4. If the transaction is with a Corporation**, provide the full legal name and business address* for each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock and state the percentage. This disclosure requirement does not apply to publicly traded corporations.

100% of Miami International Airport Pharmacy, Inc. is owned by Bijoux Terner Retail LLC, which in turn is 100% owned by Bijoux Terner, LLC.

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

_____

_____

_____

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

_____

_____

_____

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

_____

_____

_____

DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART II
EMPLOYMENT DISCLOSURE

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

☐ Yes ☒ No

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

☒ Yes ☐ No

3. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:

White:	_____ Males	_____ Females
Asian:	_____ Males	_____ Females
Black:	_____ Males	2 Females
Native American:	_____ Males	_____ Females
Hispanics:	_____ Males	7 Females
Alaskan Natives:	_____ Males	_____ Females
_____:	_____ Males	_____ Females
_____:	_____ Males	_____ Females

(ADD EXTRA SHEETS IF NEEDED)

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

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART II (Cont'd)

LIST ALL CONTRACTS IN EFFECT WITH MIAMI-DADE COUNTY DURING THE LAST FIVE (5) YEARS:

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(1)			
_____	$_____	$_____	_____%

Name of Dept. & Summary of Services Performed: N/A

Litigation Arising out of Contract: _____

(2)			
_____	$_____	$_____	_____%

Name of Dept. & Summary of Services Performed: N/A

Litigation Arising out of Contract: _____

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART II (Cont'd)

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL

(3)

_____ $_____ $_____ _____%

Name of Dept. & Summary of Services Performed: N/A

Litigation Arising out of Contract: _____

(4)

_____ $_____ $_____ _____%

Name of Dept. & Summary of Services Performed: N/A

Litigation Arising out of Contract: _____

(ADD EXTRA SHEET(S) IF NEEDED.)

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART III

A. How long has Entity been in business? N/A

B. 1. Has the Entity ever done business under another name or with another firm? N/A
If yes, attach separate sheet(s) listing same information as in parts I, II and III of this affidavit.

2. Have the principals of the Entity ever done business under another name or with another firm? _____
If yes, attach separate sheet(s) Listing same information as in Parts I, II and III of this affidavit.

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

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

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

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

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

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

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

Pursuant to County Resolution No. R-182-00, amending Resolution No. R-385-95, the Entity shall, as a condition of award, provide written certification that the firm is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act, the Fair Housing Act, nor any other laws prohibiting discrimination on the basis of disability. Any post-award violation of these Acts may result in the contract being declared void. If any certifying Respondent or their affiliate is found in violation of the Acts, the County will conduct no further business with such attesting firm. Any violation of this Resolution may result in debarment.

__X__ The Entity affirms under oath that the Entity is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act, the Fair Housing Act, nor any other laws prohibiting discrimination on the basis of disability.

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

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

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

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

Pursuant to County Resolution No. R-185-00, the Entity shall, as a condition of award, provide written certification that the firm is in compliance with the County's domestic leave policy. Failure to comply with the requirements of this Resolution may result in the contract being declared void, the contract being terminated, and/or the firm being debarred. The obligation to provide domestic leave to their employees shall be a contractual obligation.

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

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

Pursuant to Section 2-8.1(c) of the Code, the Entity shall verify that all delinquent and currently due fees or taxes - including but not limited to real and property taxes, utility taxes and occupational licenses - collected in the normal course by the County Tax Collector, as well as County issued parking tickets for vehicles registered in the name of the Entity, have been paid. Failure to comply with this requirement may result in debarment.

___X___ The Entity affirms under oath that the Entity does not have any County delinquent and currently due fees or taxes, or parking tickets for vehicles registered in the name of the Entity.

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

Pursuant to Section 2-8.1.2 (b) of the Code, no person or entity shall be awarded or receive a County contract for public improvements unless such person or entity certifies that it will provide a drug free workplace. Failure to comply with this policy may result in debarment for those persons or entities that knowingly violate this policy or falsify information.

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

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

Pursuant to Section 2-8.1(h) of the Code, no individual or entity shall be allowed to receive any additional County contracts, if it is in arrears in any payment under a contract, promissory note or other loan document with the County, or any of its agencies or instrumentalities, including the Public Health Trust, either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the Code,

until either the arrearage has been paid in full or the County has agreed in writing to a payment schedule. Failure to meet the terms and conditions of any obligation or repayment schedule with the County shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

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

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

Pursuant to Section 2-8.1(i) of the Code, each person or entity that seeks to do business with the County shall adopt a Code of Business Ethics ("Ethics Code") and shall, prior to the execution of any contract between the Entity and the County, submit an affidavit stating that the Entity has adopted an Ethics Code that complies with the requirements of Section 2-8.1(i) of the Code. An entity failing to submit the required affidavit shall be ineligible for contract award.

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

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

(Signature of Authorized Representative)

Title VP/CFO

Date 6/9/09

STATE OF: FL

COUNTY OF: Miami-Dade

The above certifications/verifications were acknowledged before me this 9 day of June, 2009,

by Lowell M. Rush,
(Authorized Representative)

of ,
(Name of Corporation, Partnership, etc.)

who is personally known to me or has produced as identification and who did/did not take an oath.

(Signature of Notary)

Zulette F. Garay
(Print Name)

Notary Stamp or Seal:

NOTARY PUBLIC STATE OF FLORIDA
ZULETTE F GARAY
MY COMMISSION # DD466685
EXPIRES: Aug. 29, 2009
(407) 398-0153 Florida Notary Service.com

Notary Commission Number: DD466685

My Commission Expires: 8/29/09

FIRST AMENDMENT TO
LEASE AND CONCESSION AGREEMENT FOR
NAVARRO AT MIA, LLC
AT MIAMI INTERNATIONAL AIRPORT

THIS FIRST AMENDMENT to the Lease and Concession Agreement for the Retail Concession Program (the "First Amendment") is made and entered into this _____ day of _____, 2009, by and between Miami-Dade County acting by and through its Aviation Department ("County" or "MDAD") and Navarro At MIA, LLC formerly known as Navarro At MIA, Inc. ("Concessionaire"); and

WHEREAS, by Resolution No. R-902-06, passed and adopted July 18, 2006, the Board of County Commissioners of Miami-Dade County, Florida authorized a Non-Exclusive Lease and Concession Agreement for concession services under the Retail Concession Program at Miami International Airport; and

WHEREAS, the Aviation Department recognizes the construction and passenger traffic issues encountered by the Concessionaire in its implementation of the Department's South Terminal Concessions Program; and

WHEREAS, the name of Navarro of MIA, Inc. has been changed to Navarro of MIA, LLC; and

WHEREAS, the Aviation Department desires to make certain accommodations relative to the occupancy costs incurred by the Concessionaire in order to insure the continued presence of a Concessions Program for the traveling public; and

NOW THEREFORE, in consideration of the premises, and terms and conditions of the Lease and Concession Agreement, the parties to this First Amendment agree as follows:

Add as seventh paragraph to Sub-Article 3.01 MINIMUM ANNUAL GUARANTEE as follows:

> Commencing upon Beneficial Occupancy of South Terminal Location H20632, Concessionaire shall pay the lesser of the Minimum Annual Guarantee (MAG) or the assigned concession category percentage fee (as determined by Sub-Article 3.05) of Gross Revenues in lieu of the MAG until the first anniversary date of Beneficial Occupancy for each South Terminal Location. On that date the Concessionaire shall commence payment of the Adjusted MAG. The Adjusted MAG is derived by taking the aggregate of the monthly percentage performance payments made during the first year of operation. Notwithstanding anything to the contrary contained in Sub-Articles 3.03, 3.04 and 3.11, or in any other Sub-Article this MAG adjustment applies only to the South Terminal concession locations of the Concessionaire.

Example for the Adjusted MAG calculation:

Commencing upon First Anniversary of Date of Beneficial Occupancy of each Location:

Location	First Year Gross Revenues	Category Percentage Rent
H1234	$900,000	10%

ADUJUSTED MAG = 10% X $900,000 = $90,000.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Lease and Concession Agreement the date and year first above written.

CONCESSIONAIRE

Navarro At Miami, LLC
(Legal Name of Corporation)

By: _____
Authorized Officer - Signature

Name: Juan M. Ortiz

Chief Financial Officer
(Type Name & Title)

ATTEST:
Secretary _____
(Signature and Seal)

Barbara M. Alemon, Lease and Contract Administrator
(Type Name & Title)

BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

By: _____
Mayor

Attest: Harvey Ruvin, Clerk

By: _____
Deputy Clerk

Approved for Form
and Legal Sufficiency

_____
Assistant County Attorney

RELEASE

In consideration of the approval and full execution of the First Amendment to the Lease and Concession Agreement, which original agreement was by and between Navarro at MIA, LLC. ("Concessionaire") and Miami-Dade County ("County") and was authorized by Resolution No. R-902-06 adopted by the County Commission on July 18, 2006; Concessionaire does hereby release and forever discharge County and all of its officers and employees from any and all actions, claims, causes of actions, or debts related to or arising out of concessionaire's construction activities or related to any lack of passenger traffic, or otherwise related to or caused by the issues or matters set forth in the aforesaid First Amendment.

Navarro at MIA LLC.

Navarro Discount Pharmacies

Store Support Center and Administrative Offices

June 15, 2009

Adrian Songer, Property Manager
Miami-Dade Aviation Department
Commercial Operations Division
P.O. Box 025504
Miami, FL 33102-5504

asonger@miami-airport.com

RE: NAVARRO AT MIA, LLC.

Dear Mr. Songer,

Enclosed herein please find the ***"Affidavit of Ownership"*** sent to us electronically Jun 6, 2009 to be filled out, signed and sent back for your files.

Should you have any questions or require additional information, please feel free to contact me directly at (305) 636-7790 or email: baleman@navarro.com.

Regards,

NAVARRO DISCOUNT PHARMACIES, LLC.

By _____
Barbara M. Aleman
Lease and Contract Administrator

/ba

Cc:
Encl: As Stated.

RECEIVED
JUN 17 2009
Manager
Commercial Operations

257

9400 N.W. 104th Street, Medley, FL 33178 • Tel (305) 633-3000 • Fax (305) 634-0051 • www.navarro.com

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

This sworn statement is submitted for:

PROJECT TITLE RETAIL CONCESSION PROGRAM

PROJECT NUMBER RFP NO. MDAD-05-05

COUNTY OF MIAMI - DADE COUNTY

STATE OF FLORIDA

Before me the undersigned authority appeared JUAN M. ORTIZ (Print Name), who is personally known to me or who has provided as identification and who (did or did not) take an oath, and who stated:

That he/she is the duly authorized representative of

NAVARRO AT MIA, LLC.
(Name of Entity)

9400 NW 104th Street
(Address of Entity)

2 / 2 - 3 / 8 / 8 / 8 / 7 / 2 / 6
Federal Employment Identification Number

hereinafter referred to as the contracting Entity being its

CHIEF FINANCIAL OFFICER
(Sole Proprietor)(Partner)(President or Other Authorized Officer)

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

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PUBLIC ENTITY CRIMES
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES

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

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

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

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

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

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

5. The statement which is marked below is true in relation to the Entity submitting this sworn statement. **[Please indicate which statement applies.]**

PUBLIC ENTITY CRIMES
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES (Cont'd)

__X__Neither the Entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, nor any affiliate of the Entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

_____The person or affiliate has been placed on the convicted vendor list. **[Please describe any action taken by or pending with the Florida Department of General Services.]**

_____The person or affiliate has not been placed on the convicted vendor list.

DEBARMENT DISCLOSURE AFFIDAVIT
PURSUANT TO SECTIONS 10-38 AND 2-8.4.1
OF THE MIAMI-DADE COUNTY CODE

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

prohibited from entering into any contract with the County during the period for which they have been debarred. Debarment may also constitute grounds for termination of any existing County contract. It is the Entity's responsibility to ascertain this information before submitting the Qualification Statement.

___x___ The Entity affirms under oath that neither the Entity, its officers, principals, directors, stockholders, or affiliates, nor its Subcontractor/ Subconsultant have been debarred by the County.

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

Pursuant to Section 2-8.6 of the Code, the Entity must disclose, at the time the submission, if the Entity or any of its officers, directors, or executives have been convicted of a felony during the past (10) years. Failure to disclose such conviction may result in the debarment of the Entity who knowingly fails to make the required disclosure or to falsify information.

Indicate below if the above named Entity, as of the date of submission:

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

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

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PURSUANT TO SECTION 2-8.1
OF THE MIAMI-DADE COUNTY CODE

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

PART I

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

   NAVARRO AT MIAMI, LLC.

   9400 NW 104th Street

   Medley, FL 33178

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

   MARCIO CABRERA, CHIEF EXECUTIVE OFFICER

   JUAN M. ORTIZ, CHIEF FINANCIAL OFFICER

   9400 NW 104th St., Medley, FL 33178

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

   SEE SCHEDULE NO. 1 TO APPENDIX "J"

4. If the transaction is with a Corporation**, provide the full legal name and business address* for each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock and state the percentage. This disclosure requirement does not apply to publicly traded corporations.

   NAVARRO DISCOUNT PHARMACIES, LLC., (100%)

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

N/A

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

N/A

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

NONE

DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART II
EMPLOYMENT DISCLOSURE

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

☐ Yes ☒ No

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

☒ Yes ☐ No

3. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:

White:	10	Males	5	Females
Asian:	3	Males	0	Females
Black:	1	Males	3	Females
Native American:		Males		Females
Hispanics:	464	Males	1008	Females
Alaskan Natives:		Males		Females
_____:		Males		Females
_____:		Males		Females

SEE ATTACHED SCHEDULES NO. 1 AND 2

(ADD EXTRA SHEETS IF NEEDED)

* **Post Office Box addresses not acceptable.**

** **If a Joint Venture, list this information for each member of the Joint Venture**

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART II (Cont'd)

LIST ALL CONTRACTS IN EFFECT WITH MIAMI-DADE COUNTY DURING THE LAST FIVE (5) YEARS:

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(1)			
AUG 1, 2006	$120,000.00	$ 120,000.00	____%

Name of Dept. & Summary of Services Performed: M-Dade County Aviation Dept
Lease Agreement for Airport Concessionaire

Litigation Arising out of Contract: _____

(2)			
_____	$_____	$_____	____%

Name of Dept. & Summary of Services Performed: _____

Litigation Arising out of Contract: _____

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DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART II (Cont'd)

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL

(3)

_____ $_____ $_____ _____%

Name of Dept. & Summary of Services Performed _____

Litigation Arising out of Contract _____

(4)

_____ $_____ $_____ _____%

Name of Dept. & Summary of Services Performed _____

Litigation Arising out of Contract _____

(ADD EXTRA SHEET(S) IF NEEDED.)

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART III

A. How long has Entity been in business? AS NAVARRO AT MIA, INC., SINCE DECEMBER 01, 2002

B. 1. Has the Entity ever done business under another name or with another firm? UNDER CERT. OF CONVERSION, AS NAVARRO AT MIA, LLC., SINCE JANUARY 08, 2007
If yes, attach separate sheet(s) listing same information as in parts I, II and III of this affidavit.

2. Have the principals of the Entity ever done business under another name or with another firm? NAVARRO DISCOUNT PHARMACIES, LLC
If yes, attach separate sheet(s) Listing same information as in Parts I, II and III of this affidavit.

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

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

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

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

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

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

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

Pursuant to County Resolution No. R-182-00, amending Resolution No. R-385-95, the Entity shall, as a condition of award, provide written certification that the firm is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act, the Fair Housing Act, nor any other laws prohibiting discrimination on the basis of disability. Any post-award violation of these Acts may result in the contract being declared void. If any certifying Respondent or their affiliate is found in violation of the Acts, the County will conduct no further business with such attesting firm. Any violation of this Resolution may result in debarment.

___x___ The Entity affirms under oath that the Entity is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act, the Fair Housing Act, nor any other laws prohibiting discrimination on the basis of disability.

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

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

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

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

Pursuant to County Resolution No. R-185-00, the Entity shall, as a condition of award, provide written certification that the firm is in compliance with the County's domestic leave policy. Failure to comply with the requirements of this Resolution may result in the contract being declared void, the contract being terminated, and/or the firm being debarred. The obligation to provide domestic leave to their employees shall be a contractual obligation.

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

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

Pursuant to Section 2-8.1(c) of the Code, the Entity shall verify that all delinquent and currently due fees or taxes - including but not limited to real and property taxes, utility taxes and occupational licenses - collected in the normal course by the County Tax Collector, as well as County issued parking tickets for vehicles registered in the name of the Entity, have been paid. Failure to comply with this requirement may result in debarment.

___X___ The Entity affirms under oath that the Entity does not have any County delinquent and currently due fees or taxes, or parking tickets for vehicles registered in the name of the Entity.

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

Pursuant to Section 2-8.1.2 (b) of the Code, no person or entity shall be awarded or receive a County contract for public improvements unless such person or entity certifies that it will provide a drug free workplace. Failure to comply with this policy may result in debarment for those persons or entities that knowingly violate this policy or falsify information.

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

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

Pursuant to Section 2-8.1(h) of the Code, no individual or entity shall be allowed to receive any additional County contracts, if it is in arrears in any payment under a contract, promissory note or other loan document with the County, or any of its agencies or instrumentalities, including the Public Health Trust, either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the Code,

until either the arrearage has been paid in full or the County has agreed in writing to a payment schedule. Failure to meet the terms and conditions of any obligation or repayment schedule with the County shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

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

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

Pursuant to Section 2-8.1(i) of the Code, each person or entity that seeks to do business with the County shall adopt a Code of Business Ethics ("Ethics Code") and shall, prior to the execution of any contract between the Entity and the County, submit an affidavit stating that the Entity has adopted an Ethics Code that complies with the requirements of Section 2-8.1(i) of the Code. An entity failing to submit the required affidavit shall be ineligible for contract award.

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

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

(Signature of Authorized Representative)
JUAN M. ORTIZ
Title CHIEF FINANCIAL OFFICER

Date JUNE 15, 2009

STATE OF: FLORIDA

COUNTY OF: MIAMI-DADE

The above certifications/verifications were acknowledged before me this 15th day of JUNE, 2009,

by Juan M. Ortiz,
JUAN M. ORTIZ (Authorized Representative)
of NAVARRO AT MIA, LLC.,
(Name of Corporation, Partnership, etc.)

who is personally known to me or has produced as identification and who did/did not take an oath.

(Signature of Notary)

BARBARA M. ALEMAM
(Print Name)

Notary Stamp or Seal:
NOTARY PUBLIC STATE OF FLORIDA
BARBARA M. ALEMAN
MY COMMISSION # DD450173
EXPIRES: July 12, 2009
1-800-3-NOTARY Fl. Notary Discount Assoc. Co.

Notary Commission Number: DD450173

My Commission Expires: July 12, 2009

SCHEDULE NO. 1 (Page 1 of 2)
TO APPENDIX "J"
DISCLOSURE OF OWNERSHIP AFFIDAVIT

The Board of Directors of NAVARRO AT MIA, LLC., is comprised of:

Jorge Rico
9400 NW 104 Street
Medley, FL 33178

Marcio Cabrera
9400 NW 104 Street
Medley, FL 33178

Carlos Saldrigas
9400 NW 104 Street
Medley, FL 33178

Marcel Navarro
9400 NW 104 Street
Medley, FL 33178

Gabriel Navarro
9400 NW 104 Street
Medley, FL 33178

The Officers of NAVARRO AT MIA, LLC., are as follows:

Marcio Cabrera, Chief Executive Officer
9400 NW 104 Street
Medley, FL 33178

Juan M. Ortiz, Chief Financial Officer
9400 NW 104 Street
Medley, FL 33178

SCHEDULE NO. 1 (Page 2 of 2)
TO APPENDIX "J"
DISCLOSURE OF OWNERSHIP AFFIDAVIT

Information on Navarro Discount Pharmacies, LLC., and the parent of the Proposer.

The Board of Directors of Navarro Discount Pharmacies, LLC., is comprised of:

Jorge Rico
9400 NW 104 Street
Medley, FL 33178

Marcio Cabrera
9400 NW 104 Street
Medley, FL 33178

Carlos Saldrigas
9400 NW 104 Street
Medley, FL 33178

Marcel Navarro
9400 NW 104 Street
Medley, FL 33178

Gabriel Navarro
9400 NW 104 Street
Medley, FL 33178

The Officers of Navarro Discount Pharmacies, LLC., are:

Marcio Cabrera, Chief Executive Officer
9400 NW 104 Street
Medley, FL 33178

Juan M. Ortiz, Chief Financial Officer
9400 NW 104 Street
Medley, FL 33178

Detail by Entity Name

Florida Limited Liability Company

NAVARRO AT MIA, LLC

Filing Information

Document Number	L07000002430
FEI/EIN Number	223888726
Date Filed	01/08/2007
State	FL
Status	ACTIVE
Effective Date	12/01/2002
Last Event	CONVERSION
Event Date Filed	01/08/2007
Event Effective Date	NONE

Principal Address

MIAMI INTERNATIONAL AIRPORT
CONCOURSE J
MIAMI FL 33142

Changed 02/20/2008

Mailing Address

9400 N.W. 104 STREET
MEDLEY FL 33178

Changed 02/20/2008

Registered Agent Name & Address

NAVARRO DISCOUNT PHARMACIES, LLC
9400 N.W. 104 STREET
MEDLEY FL 33178

Name Changed: 02/20/2008

Address Changed: 02/20/2008

Manager/Member Detail

Name & Address

Title MGR

NAVARRO DISCOUNT PHARMACIES, LLC
9400 NW 104TH STREET
MEDLEY FL 33178

Annual Reports

Report Year	Filed Date
2008	02/20/2008

274

2009 03/25/2009

Document Images

03/25/2009 -- ANNUAL REPORT	View image in PDF format
02/20/2008 -- ANNUAL REPORT	View image in PDF format
01/08/2007 -- Florida Limited Liability	View image in PDF format

Note: This is not official record. See documents if question or conflict.

Previous on List **Next on List** **Return To List** Entity Name Search

Events **No Name History** Submit

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2009 LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Mar 25, 2009
Secretary of State

DOCUMENT# L07000002430

Entity Name: NAVARRO AT MIA, LLC

Current Principal Place of Business:

MIAMI INTERNATIONAL AIRPORT
CONCOURSE J
MIAMI, FL 33142

New Principal Place of Business:

Current Mailing Address:

9400 N.W. 104 STREET
MEDLEY, FL 33178

New Mailing Address:

FEI Number: 22-3888726 **FEI Number Applied For ( )** **FEI Number Not Applicable ( )** **Certificate of Status Desired ( )**

Name and Address of Current Registered Agent:

NAVARRO DISCOUNT PHARMACIES, LLC
9400 N.W. 104 STREET
MEDLEY, FL 33178 US

Name and Address of New Registered Agent:

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent Date

MANAGING MEMBERS/MANAGERS:

Title: MGR ( ) Delete
Name: NAVARRO DISCOUNT PHA, RMACIES, LLC
Address: 9400 NW 104TH STREET
City-St-Zip: MEDLEY, FL 33178

ADDITIONS/CHANGES:

Title: ( ) Change ( ) Addition
Name:
Address:
City-St-Zip:

I hereby certify that the information supplied with this filing does not qualify for the exemption stated in Chapter 119, Florida Statutes. I further certify that the information indicated on this report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 608, Florida Statutes.

SIGNATURE: JUAN ORTIZ CFO 03/25/2009

Electronic Signature of Signing Managing Member, Manager, or Authorized Representative / Date

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FIRST AMENDMENT TO
LEASE AND CONCESSION AGREEMENT FOR
HOST INTERNATIONAL, INC
AT MIAMI INTERNATIONAL AIRPORT

THIS FIRST AMENDMENT to the Lease and Concession Agreement for the Retail Concession Program (the "First Amendment") is made and entered into this _____ day of _____, 2009, by and between Miami-Dade County acting by and through its Aviation Department ("County" or "MDAD") and Host International, Inc. ("Concessionaire"); and

WHEREAS, by Resolution No. R-901-06, passed and adopted July 18, 2006, the Board of County Commissioners of Miami-Dade County, Florida authorized a Non-Exclusive Lease and Concession Agreement for concession services under the Retail Concession Program at Miami International Airport; and

WHEREAS, the Aviation Department recognizes the construction and passenger traffic issues encountered by the Concessionaire in its implementation of the Department's South Terminal Concessions Program; and

WHEREAS, the Aviation Department desires to make certain accommodations relative to the occupancy costs incurred by the Concessionaire in order to insure the continued presence of a Concessions Program for the traveling public; and

NOW THEREFORE, in consideration of the premises, and terms and conditions of the Lease and Concession Agreement, the parties to this First Amendment agree as follows:

Add as seventh paragraph to Sub-Article 3.01 MINIMUM ANNUAL GUARANTEE as follows:

> Commencing upon Beneficial Occupancy of South Terminal Locations J2346, J2410, J2522, H20356, J2466, J2456, J2718, H20340, H20328 and H20370, Concessionaire shall pay the lesser of the Minimum Annual Guarantee (MAG) or the assigned retail category percentage fee (as determined by Sub-Article 3.05) of Gross Revenues in lieu of the MAG until the first anniversary date of Beneficial Occupancy for each South Terminal Location. On that anniversary date the Concessionaire shall commence payment of the Adjusted MAG. The Adjusted MAG is derived by taking the aggregate of the monthly percentage performance payments made during the first year of operation. Notwithstanding anything to the contrary contained in Sub-Articles 3.03, 3.04 and 3.11, or in any other Sub-Article this MAG adjustment applies only to the South Terminal concession locations of the Concessionaire.

Example for the Adjusted MAG calculation:

Commencing upon First Anniversary of Date of Beneficial Occupancy of each South Terminal Location:

Location	First Year Gross Revenues	Category Percentage Rent
H1234	$900,000	10%

ADUJUSTED MAG = 10% X $900,000 = $90,000.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Lease and Concession Agreement the date and year first above written.

CONCESSIONAIRE

Host International, Inc.
(Legal Name of Corporation)

By: _____
Authorized Officer - Signature

Name: BRIAN J. GALLANT
Vice President
(Type Name & Title)

ATTEST:
Secretary _____
(Signature and Seal)

Laura A. Babin
Secretary
(Type Name & Title)

BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

By: _____
Mayor

Attest: Harvey Ruvin, Clerk

By: _____
Deputy Clerk

Approved for Form
and Legal Sufficiency

_____
Assistant County Attorney

RELEASE

In consideration of the approval and full execution of the First Amendment to the Lease and Concession Agreement, which original agreement was by and between Host International, Inc. ("Concessionaire") and Miami-Dade County ("County") and was authorized by Resolution No. R-211-8 adopted by the County Commission on March 4, 2008; Concessionaire does hereby release and forever discharge County and all of its officers and employees from any and all actions, claims, causes of actions, or debts related to or arising out of concessionaire's construction activities or related to any lack of passenger traffic, or otherwise related to or caused by the issues or matters set forth in the aforesaid First Amendment.

Host International Inc.

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

This sworn statement is submitted for:

PROJECT TITLE Retail Concession Program

PROJECT NUMBER MDAD-05-05

COUNTY OF Miami-Dade

STATE OF Florida

Before me the undersigned authority appeared Stephen E. Douglas (Print Name), who is personally known to me or who has provided as identification and who (did or did not) take an oath, and who stated:

That he/she is the duly authorized representative of

Host International, Inc.
(Name of Entity)

6905 Rockledge Drive, Bethesda, Maryland 20817
(Address of Entity)

5 / 2 - 1 / 2 / 4 / 2 / 3 / 3 / 4
Federal Employment Identification Number

hereinafter referred to as the contracting Entity being its

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

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

(Item 1-12)

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PUBLIC ENTITY CRIMES
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES

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

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

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

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

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

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

5. The statement which is marked below is true in relation to the Entity submitting this sworn statement. **[Please indicate which statement applies.]**

PUBLIC ENTITY CRIMES
SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES (Cont'd)

__X__Neither the Entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, nor any affiliate of the Entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

_____The person or affiliate has been placed on the convicted vendor list. **[Please describe any action taken by or pending with the Florida Department of General Services.]**

__X__The person or affiliate has not been placed on the convicted vendor list.

DEBARMENT DISCLOSURE AFFIDAVIT PURSUANT TO SECTIONS 10-38 AND 2-8.4.1 OF THE MIAMI-DADE COUNTY CODE

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

prohibited from entering into any contract with the County during the period for which they have been debarred. Debarment may also constitute grounds for termination of any existing County contract. It is the Entity's responsibility to ascertain this information before submitting the Qualification Statement.

__X__ The Entity affirms under oath that neither the Entity, its officers, principals, directors, stockholders, or affiliates, nor its Subcontractor/ Subconsultant have been debarred by the County.

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

Pursuant to Section 2-8.6 of the Code, the Entity must disclose, at the time the submission, if the Entity or any of its officers, directors, or executives have been convicted of a felony during the past (10) years. Failure to disclose such conviction may result in the debarment of the Entity who knowingly fails to make the required disclosure or to falsify information.

Indicate below if the above named Entity, as of the date of submission:

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

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

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PURSUANT TO SECTION 2-8.1
OF THE MIAMI-DADE COUNTY CODE

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

PART I

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

   Host International, Inc.

   6905 Rockledge Drive

   Bethesda, Maryland 20817

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

   See attached.

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

   See attached.

4. If the transaction is with a Corporation**, provide the full legal name and business address* for each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock and state the percentage. This disclosure requirement does not apply to publicly traded corporations.

   HMSHost Corporation - 100%

   6905 Rockledge Drive

   Bethesda, Maryland 20817

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

N/A

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

N/A

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

N/A

Directors / Officers / Shareholders Report

Host International, Inc.

Director's Name	Position	Address	%
Elie W. Maalouf	Director	HMSHost 6905 Rockledge Drive Bethesda, MD 20817	0
Mark T. Ratych	Director	HMSHost 6905 Rockledge Drive Bethesda, MD 20817	0

Officer's Name	Position	Address	%
Laura A. Babin	Secretary	HMSHost 6905 Rockledge Drive Bethesda, MD 20817	0
Bernard N. Brown	Vice President	HMSHost 6905 Rockledge Drive Bethesda, MD 20817	0
Elie W. Maalouf	President & Chief Executive Officer	HMSHost 6905 Rockledge Drive Bethesda, MD 20817	0
Charles E. Powers	Vice President	HMSHost 6905 Rockledge Drive Bethesda, MD 20817	0
Mark T. Ratych	Treasurer	HMSHost 6905 Rockledge Drive Bethesda, MD 20817	0
Sadye C. Sanders	Assistant Secretary	HMSHost 6905 Rockledge Drive Bethesda, MD 20817	0

Principal Shareholders	Position	Address	%
HMSHost Corporation		HMSHost 6905 Rockledge Drive Bethesda, MD 20817	100

DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY
PART II
EMPLOYMENT DISCLOSURE

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

Host International, Inc. has a collective bargaining agreement for our Food and Beverage employees.

[X] Yes [ ] No

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

[X] Yes [ ] No

*** 3. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:

White:	2059	Males	3075	Females
Asian:	1107	Males	1749	Females
Black:	1925	Males	3533	Females
Native American:	****	Males	****	Females
Hispanics:	1694	Males	2360	Females
Alaskan Natives:	****	Males	****	Females
****Native Americans/Alaskan Natives:	45	Males	64	Females
Native Hawaiian/ Other Pac Island:	43	Males	97	Females

(ADD EXTRA SHEETS IF NEEDED)

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

*** The Ethnicity breakdown of Host International, Inc. employees is for the State of Florida.

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DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART II (Cont'd)

LIST ALL CONTRACTS IN EFFECT WITH MIAMI-DADE COUNTY DURING THE LAST FIVE (5) YEARS:

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(1)			
_____	$_____	$_____	_____%

Name of Dept. & Summary of Services Performed: See attached.

Litigation Arising out of Contract: _____

(2)			
_____	$_____	$_____	_____%

Name of Dept. & Summary of Services Performed: _____

Litigation Arising out of Contract: _____

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DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART II (Cont'd)

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL

(3)

_____ $_____ $_____ _____%

Name of Dept. & Summary of Services Performed _____

Litigation Arising out of Contract _____

(4)

_____ $_____ $_____ _____%

Name of Dept. & Summary of Services Performed _____

Litigation Arising out of Contract _____

(ADD EXTRA SHEET(S) IF NEEDED.)

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DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART II

LIST ALL CONTRACTS IN EFFECT WITH MIAMI-DADE COUNTY DURING THE LAST FIVE (5) YEARS:

Contract Date	Dollar Amount of Original Contract	Final Amt. of Contract	Percentage Differential
(1)			
April, 1998	N/A- Host is a concession provider at Miami International Airport and does not contract services to the County.	N/A	N/A
Name of Dept. and Summary of Services Performed	MDAD. Host provides Food & Beverage concessions at Miami International Airport and pays Miami-Dade sales-based rentals		
Litigation Arising out of Contract	The Proposer has no pending or previous substantive legal action that would affect its ability to fulfill its contractual requirements with landlords and third parties		

Contract Date	Dollar Amount of Original Contract	Final Amt. of Contract	Percentage Differential
(2)			
June, 2006	N/A- Host is a concession provider at Miami International Airport and does not contract services to the County.	N/A	N/A
Name of Dept. and Summary of Services Performed	MDAD. Host provides Retail concessions at Miami International Airport and pays Miami-Dade sales-based rentals		
Litigation Arising out of Contract	The Proposer has no pending or previous substantive legal action that would affect its ability to fulfill its contractual requirements with landlords and third parties		

Contract Date	Dollar Amount of Original Contract	Final Amt. of Contract	Percentage Differential
(3)			
March, 2008	N/A- Host is a concession provider at Miami International Airport and does not contract services to the County.	N/A	N/A

Name of Dept. and Summary of Services Performed	MDAD. Host provides Retail concessions at Miami International Airport and pays Miami-Dade sales-based rentals
Litigation Arising out of Contract	The Proposer has no pending or previous substantive legal action that would affect its ability to fulfill its contractual requirements with landlords and third parties

DISCLOSURE OF OWNERSHIP AFFIDAVIT
PART III

A. How long has Entity been in business? Since December 1981

B. 1. Has the Entity ever done business under another name or with another firm? No*
If yes, attach separate sheet(s) listing same information as in parts I, II and III of this affidavit.

2. Have the principals of the Entity ever done business under another name or with another firm? No
If yes, attach separate sheet(s) Listing same information as in Parts I, II and III of this affidavit.

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

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

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

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

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

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

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* - Host International, Inc. operates in multiple airports and as such has multiple joint ventures partners and subsidiaries. Additional information is available upon request.

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

Pursuant to County Resolution No. R-182-00, amending Resolution No. R-385-95, the Entity shall, as a condition of award, provide written certification that the firm is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act, the Fair Housing Act, nor any other laws prohibiting discrimination on the basis of disability. Any post-award violation of these Acts may result in the contract being declared void. If any certifying Respondent or their affiliate is found in violation of the Acts, the County will conduct no further business with such attesting firm. Any violation of this Resolution may result in debarment.

__X__ The Entity affirms under oath that the Entity is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act, the Fair Housing Act, nor any other laws prohibiting discrimination on the basis of disability.

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

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

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

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

Pursuant to County Resolution No. R-185-00, the Entity shall, as a condition of award, provide written certification that the firm is in compliance with the County's domestic leave policy. Failure to comply with the requirements of this Resolution may result in the contract being declared void, the contract being terminated, and/or the firm being debarred. The obligation to provide domestic leave to their employees shall be a contractual obligation.

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

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

Pursuant to Section 2-8.1(c) of the Code, the Entity shall verify that all delinquent and currently due fees or taxes - including but not limited to real and property taxes, utility taxes and occupational licenses - collected in the normal course by the County Tax Collector, as well as County issued parking tickets for vehicles registered in the name of the Entity, have been paid. Failure to comply with this requirement may result in debarment.

___X___ The Entity affirms under oath that the Entity does not have any County delinquent and currently due fees or taxes, or parking tickets for vehicles registered in the name of the Entity.

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

Pursuant to Section 2-8.1.2 (b) of the Code, no person or entity shall be awarded or receive a County contract for public improvements unless such person or entity certifies that it will provide a drug free workplace. Failure to comply with this policy may result in debarment for those persons or entities that knowingly violate this policy or falsify information.

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

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

Pursuant to Section 2-8.1(h) of the Code, no individual or entity shall be allowed to receive any additional County contracts, if it is in arrears in any payment under a contract, promissory note or other loan document with the County, or any of its agencies or instrumentalities, including the Public Health Trust, either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the Code,

until either the arrearage has been paid in full or the County has agreed in writing to a payment schedule. Failure to meet the terms and conditions of any obligation or repayment schedule with the County shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

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

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

Pursuant to Section 2-8.1(i) of the Code, each person or entity that seeks to do business with the County shall adopt a Code of Business Ethics ("Ethics Code") and shall, prior to the execution of any contract between the Entity and the County, submit an affidavit stating that the Entity has adopted an Ethics Code that complies with the requirements of Section 2-8.1(i) of the Code. An entity failing to submit the required affidavit shall be ineligible for contract award.

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

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

(Signature of Authorized Representative)

Title Vice President

Date June 11, 2009

STATE OF: Maryland

COUNTY OF: Montgomery

The above certifications/verifications were acknowledged before me this 11th day of June, 2009,

by Stephen E. Douglas,
(Authorized Representative)

of Host International, Inc.,
(Name of Corporation, Partnership, etc.)

who is personally known to me or has produced as identification and who did/did not take an oath.

Lois A. Sprinkle
(Signature of Notary)

Lois A. Sprinkle
(Print Name)

Notary Commission Number: —

My Commission Expires: 12/01/10

Notary Stamp or Seal:

LOIS A. SPRINKLE
My Commission
NOTARY
PUBLIC
Expires
12-01-2010
MONTGOMERY COUNTY, MD