Memorandum

MIAMI-DADE COUNTY

Date: December 19, 2011

Agenda Item No. 14(A)(2)

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: Carlos A. Gimenez
County Mayor

Subject: Retroactive Amendments to the Lease and Concession Agreements for Concessions in the Central Terminal Area (Central Terminal Relief Program) at Miami International Airport

RECOMMENDATION

It is recommended that the Board approve the attached Amendments to nine Lease and Concession Agreements relating to the Central Terminal area (Central Terminal Relief Program) of Miami International Airport (MIA), providing financial relief to concessionaires retroactively from November 1, 2009, to January 31, 2013; and authorizing changes in name for two concessionaires: 1) from Carrie Company Inc., to Carrie Concessions Inc., and 2) from Sunglass Hut Trading Corp. to Sunglass Hut Trading LLC.

SCOPE

MIA is located primarily within Commissioner Rebecca Sosa's District Six; however, the impact of this item is countywide as MIA is a regional asset.

FISCAL IMPACT

These are revenue-generating agreements for the Miami-Dade Aviation Department (MDAD). Depending on the specific location, payment provisions to MDAD include monthly rent and Minimum Annual Guarantees (MAGs) and/or percentage of gross revenues. For the most part, these Amendments replace Minimum Annual Guarantees (MAG) and rents with each concessionaire's percentage fee to provide financial relief from events detailed below. These fees (percentage fees) are generally based upon the cost of the commodity being sold; i.e., a smaller fee for an inexpensive commodity category such as books, and a higher fee for jewelry (see attached chart). As each case differs by retailer, specific financial terms are spelled out in each fiscal impact section. There may or may not be a long-term negative impact on revenues as future sales strength in the Central Terminal is unknown.

TRACK RECORD/MONITOR

All concessionaires are current in their payments to MDAD. The Project Manager is Adrian Songer, MDAD Chief of Aviation Business & Revenue Development.

BACKGROUND

MDAD has prepared retroactive amendments to nine Lease and Concession Agreements with the following firms as detailed in the following attachments:

- BFC Airport Stores LLC (Item 1-1)
- Carrie Concessions Inc. (Item 1-2)
- Communitel Inc. (Item 1-3)
- Duty Free Americas, LLC. (Item 1-4)
- Global Concessions LLC (Item 1-5)

- Host International, Inc. (Item 1-6)
- Lenlyn Ltd. d/b/a ICE Currency Services USA (Item 1-7)
- Sunglass Hut Trading LLC (Item 1-8)
- Westfield Concession Management LLC (Item 1-9)

MDAD recommends approval of these amendments because the sales of the Central Terminal concessionaires dropped by 50% when the construction barricade for the North Terminal Federal Inspection Service (FIS) Area Project 740A was installed on November 1, 2009. The barricade forces passengers to exit the Terminal building, walk through a covered outdoor passageway, and then re-enter the terminal to travel from the North Terminal to the Central and South Terminals. (Alternately, passengers can transit the gap via the third-floor moving walkway.) Concessionaire sales were further negatively impacted with the relocation of American Airlines from the Central to the North Terminal. Airline passenger traffic in the Central Terminal has diminished from 25% to approximately 10% of total passenger traffic.

Terms of Agreement vary by retailer, with some leases dating back to the 1990's as detailed in Items 1-1 to 1-9, and many concessionaires are operating on a month-to-month basis. MDAD, as authorized by Section 2-286.1.a(8) (Retail Ordinance) of the County Code, extended these agreements administratively in order to maintain passenger services during periods of construction and airline relocation. Because the MIA CIP (Capital Improvement Program) was already underway in 1995, MDAD had to postpone RFPs for its planned Central Concessions Program. This was due to the fact that the quickly evolving construction program and airline relocations prohibited MDAD from promising multi-year leases to concessionaires, without knowing the temporary traffic patterns created by the installation of temporary walls. MDAD therefore used its authority to continue concession operations on a month-to-month basis to ensure the continued provision of customer service and amenities to the traveling public. Section 2-286 (9) specifically allows for the extension of any concession, management agreement or agreement related to retail activities on a month-to-month basis for as long as may be needed to avoid disruption of concession services to passengers.

The Central Terminal Relief Program will provide a bridge period through January 31, 2013, until construction is completed, airlines are fully relocated, and a new Central Terminal concession program can be developed, advertised and awarded. It will also give the Department time to measure the impact of the economy on the planned solicitation(s), as the solicitation process generally takes nine to twelve months to complete. The original MAG will be restored for any Agreements still in place of January 31, 2013.

As a result of these difficulties, MDAD is recommending to the Board that these concessionaires pay the assigned concession category percentage fee of gross revenues as provided in the Agreements in lieu of the MAG and rent until January 31, 2013.

Deputy Mayor

ITEM NO. 1-1

Retroactive Second Amendment to the Lease and Concession Agreement for a Specialty Retail Transition Program, Package 2, at Miami International Airport with BFC Airport Stores, LLC.

RECOMMENDATION

It is recommended that the Board retroactively approve the Second Amendment to the Lease and Concession Agreement for Specialty Retail Transition Program, Package 2, at Miami International Airport (MIA) with BFC Airport Stores, LLC (BFC), and extend the term of the Agreement to January 31, 2013.

FISCAL IMPACT/FUNDING SOURCE

This is a revenue-generating agreement for the Miami-Dade Aviation Department (MDAD). Current payment provisions to MDAD include monthly rent and a Minimum Annual Guarantee (MAG) of $241.00 per square foot. The Second Amendment would waive these in favor of the percentage fee listed on the attached chart. The fee varies by the category of the product sold, with higher cost items warranting a higher percentage fee. While the Central Terminal Relief Program is designed to assist the Central Terminal concessionaires by reducing their overall cost of occupancy, there may or may not be a long-term negative impact on revenues as future sales in the Central Terminal are unknown.

TRACK RECORD/MONITOR

BFC is current in all its obligations and continues to provide excellent services for MIA passengers. The MDAD Project Manager is Adrian Songer, Chief, Aviation Business & Revenue Development.

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

Pursuant to R-1455-02, the Agreement between Miami-Dade County and BFC, for the Specialty Retail Transition Program, Package 2, was awarded by the Board on December 17, 2002.

Pursuant to R-953-07, the Board approved on September 4, 2007, the First Amendment to the referenced Agreement, allowing the concessionaire to modify the premises in order to sell luggage accessories due to the fact that lotions and creams were prohibited through security checkpoints.

The installation of the construction barricade for the North Terminal FIS Project 740A on November 1, 2009, has economically impacted the Central Terminal concessionaires. As a result, MDAD recommends that the concessionaire pay the assigned concession category percentage fee (as determined by Sub-Article 3.02) of Gross Revenues in lieu of the MAG and rent for its locations until January 31, 2013.

PROJECT:	Specialty Retail Transition Program, Package 2
PROJECT NO.	ITB MDAD - 0001
PROJECT LOCATION:	Miami International Airport
COMPANY NAME:	BFC Airport Stores LLC
TERM OF AGREEMENT:	Five years, with two one-year options to renew; expired December 17, 2009; currently on month to month

RECOMMENDED MODIFICATION:	Commencing upon the installation of the construction barricade for the North Terminal FIS Project 740A on November 1, 2009, Concessionaire shall pay the assigned percentage fee (as determined by Sub-Article 3.02) of gross revenues in lieu of the MAG and rent for its locations until January 31, 2013. Notwithstanding anything to the contrary contained in Sub-Article 3.01, or in any other Sub-Article, this MAG adjustment applies only to the specified concession locations of the concessionaire. Extend the term of the Agreement to January 31, 2013.
ACDBE GOAL:	21%
CONTRACT MEASURES ACHIEVED AT AWARD:	21%
CURRENT ACDBE FIRMS:	Bright Additions, Inc. (Certified ACDBE) – 21%
CONTRACT MEASURES ACHIEVED TO DATE:	100% ($647,437) gross sales for the 10 months ended July 31, 2011
COMPANY PRINCIPAL:	Cristina Rodriguez Cirilo Rodriguez
GENDER, ETHNICITY & OWNERSHIP BREAKDOWN:	Hispanic
COMPANY LOCATION:	Miami International Airport
PREVIOUS AGREEMENTS WITH THE COUNTY WITHIN THE PAST FIVE (5) YEARS:	Existing Agreement
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

Retroactive First Amendment to the Lease and Concession Agreement for a Non-Exclusive Ice Cream Shop at Miami International Airport with Carrie Concessions, Inc.

RECOMMENDATION

It is recommended that the Board retroactively approve the First Amendment to the Lease and Concession Agreement for a Non-Exclusive Ice Cream Shop at Miami International Airport (MIA) with Carrie Concessions, Inc., authorizing a change in name from Carrie Company Inc., to Carrie Concessions Inc (Carrie).

FISCAL IMPACT/FUNDING SOURCE

This is a revenue-generating contract for the Miami-Dade Aviation Department (MDAD). Payment provisions to MDAD include a Minimum Annual Guarantee (MAG) of $61,677, in 12 equal monthly payments, and 12% of monthly gross revenues which exceed the minimum monthly guarantee. The Amendment would waive those in favor of the percentage fee on the attached chart. The fee varies by the category of the product sold, with higher cost items warranting a higher fee. While the Central Terminal Relief Program is designed to assist the Central Terminal concessionaires by reducing their overall cost of occupancy, there may or may not be a long-term negative impact on revenues as future sales in the Central Terminal are unknown.

TRACK RECORD/MONITOR

Carrie Concessions Inc. is current in payments to MDAD. The Project Manager is Adrian Songer, MDAD Chief of Aviation Business & Revenue Development.

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

On November 3, 1993, pursuant to R-1377-93, the Board approved the Lease and Concession Agreement for a non-exclusive ice cream shop at MIA with Carrie Concessions Inc. The installation of the construction barricade for the North Terminal FIS Project 740A on November 1, 2009, has economically impacted the Central Terminal concessionaires. As a result, MDAD recommends that the Concessionaire pay the assigned concession category percentage fee (as determined by Sub-Article 3.03) of Gross Revenues in lieu of the MAG and Rent for Central Terminal Location E2144 until January 31, 2013.

PROJECT:	Non-Exclusive Ice Cream Shop at MIA
PROJECT NO.	N/A
PROJECT LOCATION:	Miami International Airport
COMPANY NAME:	Carrie Concessions, Inc.
TERM OF AGREEMENT:	Two (2) years; expired November 3, 1995
OPTION(S) TO RENEW:	Month to month
RECOMMENDED MODIFICATION:	Commencing upon the installation of the construction barricade for the North Terminal FIS Project 740A on November 1, 2009, concessionaire shall pay the assigned concession category

	percentage fee (as determined by Sub-Article 3.03) of gross revenues in lieu of the MAG and rent for Central Terminal location E2144 until January 31, 2013. Notwithstanding anything to the contrary contained in Sub-Article 3.01, or in any other Sub-Article, this MAG adjustment applies only to the specified concession locations of the concessionaire. Authorizing change in name from Carrie Company Inc., to Carrie Concessions Inc., and extending Agreement to January 31, 2013.
CONTRACT MEASURES:	No measures established; however, firm is ACDBE certified.
ACHIEVED AT AWARD:	Firm is ACDBE certified
CURRENT ACDBE FIRMS:	Carrie Concessions Inc.
CONTRACT MEASURES ACHIEVED TO DATE:	51% ($1,025,876) for the 10 months ended July 31, 2011
COMPANY PRINCIPAL:	Brenda J. Rivers
GENDER, ETHNICITY & OWNERSHIP BREAKDOWN:	51% Female-owned business
COMPANY LOCATION:	Miami International Airport Concourse E Miami, Florida 33299
PREVIOUS AGREEMENTS WITH THE COUNTY WITHIN THE PAST FIVE (5) YEARS:	Existing Agreement
LIVING WAGE:	N/A
INSPECTOR GENERAL:	Provisions did not exist at time of award
FUNDING SOURCE:	This is a revenue-generating Agreement
USER AGENCY:	Miami-Dade Aviation Department

ITEM NO. 1-3

Retroactive First Amendment to the Lease and Concession Agreement for Non-Exclusive Baggage Checkroom Services at Miami International Airport with Communitel, Inc.

RECOMMENDATION

It is recommended that the Board retroactively approve the First Amendment to the Lease and Concession Agreement for a Non-Exclusive Baggage Room Checking Services at Miami International Airport (MIA) with Communitel, Inc.

FISCAL IMPACT/FUNDING SOURCE

This is a revenue-generating contract for the Miami-Dade Aviation Department (MDAD). The concessionaire is currently paying MDAD a Minimum Annual Guarantee (MAG) of $83,930 in 12 equal monthly payments and 15% of Monthly Gross Revenues which exceed the minimum monthly guarantee. The Amendment would waive those in favor of the percentage fee on the attached chart. The fee varies by the category of the product sold, with higher cost items warranting a higher fee. While the Central Terminal Relief Program is designed to assist the Central Terminal concessionaires by reducing their overall cost of occupancy, there may or may not be a long-term negative impact on revenues as future sales in the Central Terminal are unknown.

TRACK RECORD/MONITOR

Communitel is current in all its obligations and continues to provide excellent services for MIA passengers. The MDAD Project Manager is Adrian Songer, Chief, Aviation Business & Revenue Development.

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

On November 4, 2003, pursuant to R-1220-03, the Board approved the Lease and Concession Agreement for non-exclusive Baggage Checkroom Services at MIA with Communitel, Inc.

The installation of the construction barricade for the North Terminal FIS Project 740A on November 1, 2009, has economically impacted the Central Terminal concessionaires. As a result, MDAD recommends that the concessionaire pay the assigned percentage fee (as determined by Sub-Article 3.02) of gross revenues in lieu of the MAG for Central Terminal Location E2191 until January 31, 2013.

PROJECT:	ITB Baggage Checkroom Services
PROJECT NO.	MDAD0005
PROJECT LOCATION:	Miami International Airport
COMPANY NAME:	Communitel, Inc.
TERM OF AGREEMENT:	Five Years; expired November 4, 2008
OPTION(S) TO RENEW:	Month to month basis

RECOMMENDED MODIFICATION:	Commencing upon the installation of the construction barricade for the North Terminal FIS Project 740A on November 1, 2009, concessionaire shall pay the assigned concession category percentage fee (as determined by Sub-Article 3.02) of gross revenues in lieu of the MAG for Central Terminal Location E2191 until January 31, 2013. Notwithstanding anything to the contrary contained in Sub-Article 3.01, or in any other Sub-Article this MAG adjustment applies only to the specified concession location of the Concessionaire. Extend the term of the Agreement to January 31, 2013.
CONTRACT MEASURES:	ACDBE goal 15%
ACHIEVED AT AWARD:	100% ACDBE
CURRENT ACDBE FIRMS:	Firm is ACDBE certified
CONTRACT MEASURES ACHIEVED TO DATE:	100% ($567,292 gross revenue) for 10 months ended July 31, 2011
COMPANY PRINCIPAL:	Pedro R. Pelaez
GENDER, ETHNICITY & OWNERSHIP BREAKDOWN:	100% Hispanic
COMPANY LOCATION:	6955 NW 77 Avenue, Suite 204 Miami, Florida 33166
PREVIOUS AGREEMENTS WITH THE COUNTY WITHIN THE PAST FIVE (5) YEARS:	Existing Agreement Banking & ATM Concession Services at MIA Pre-paid Phone Cards Vending Machines at MIA
LIVING WAGE:	N/A
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

Retroactive Second Amendment to the Lease and Concession Agreement for the Duty-and Tax-Free Services at Miami International Airport with Duty Free Americas Miami, LLC

RECOMMENDATION
It is recommended that the Board retroactively approve the Second Amendment to the Lease and Concession Agreement for the Duty-and-Tax-Free Services at Miami International Airport (MIA) with Duty Free Americas Miami, LLC ("DFA").

FISCAL IMPACT/FUNDING SOURCE
This is a revenue-generating contract for the Miami-Dade Aviation Department (MDAD). The DFA Agreement is established at a Minimum Annual Guarantee (MAG) of $20,018,770 or a percentage fee ranging from 25% to 31%. The Amendment would waive those in favor of the percentage fee on the attached chart. The fee varies by the category of the product sold, with higher cost items warranting a higher fee. While the Central Terminal Relief Program is designed to assist the Central Terminal concessionaires by reducing their overall cost of occupancy, there may or may not be a long-term negative impact on revenues as future sales in the Central Terminal are unknown.

TRACK RECORD/MONITOR
DFA is current in all its obligations and continues to provide excellent duty-and-tax-free services for MIA passengers. The MDAD Project Manager is Adrian Songer, Chief, Aviation Business & Revenue Development.

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
On November 3, 2005, pursuant to R-1226-05, the Board approved the Lease and Concession Agreement for duty-free sales with DFA. Pursuant to R-13-10, on February 9, 2010, the Board approved the First Amendment to the Agreement to provide financial relief to DFA for its South Terminal concession which was suffering from poor revenue due to low enplanement figures.

The installation of the construction barricade for the North Terminal FIS Project 740A on November 1, 2009, has economically impacted the Central Terminal concessionaires. As a result, MDAD recommends that the concessionaire pay the assigned percentage fee (as determined by Sub-Article 3.04) of gross revenues in lieu of the MAG and the annual rent for Central Terminal locations until January 31, 2013.

PROJECT:	Duty-and-Tax-Free Concession
PROJECT LOCATION:	Miami International Airport
TERM OF CONTRACT:	10 years; expires November 3, 2017
OPTIONS TO RENEW:	Two one-year options to renew
RECOMMENDED MODIFICATION:	Commencing upon the installation of the construction barricade for the North Terminal FIS Project 740A on November 1, 2009, concessionaire shall pay the assigned concession category percentage fee (as determined by

	Sub-Article 3.04) of gross revenues in lieu of the MAG and Annual Rent for Central Terminal Locations E2180, E2778, S3290, F2636 and F2850 until January 31, 2013. Notwithstanding anything to the contrary contained in Sub-Article 3.01, or in any other Sub-Article, this MAG adjustment applies only to the specified concession locations of the concessionaire.
CONTRACT MEASURE:	30% 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% ($22,596,613 gross sales) for 10 months ended July 31, 2011
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:	Six years
PREVIOUS AGREEMENTS WITH THE COUNTY IN LAST FIVE (5) YEARS:	Existing Agreement
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. 1-5

Retroactive First Amendment to the Lease and Concession Agreement for Food & Beverage Local Master Operator Developer at Miami International Airport with Global Concessions, Inc.

RECOMMENDATION

It is recommended that the Board retroactively approve the First Amendment to the Lease and Concession Agreement for the Food & Beverage Local Master Operator Developer at Miami International Airport (MIA) with Global Concessions, Inc. (Global).

FISCAL IMPACT/FUNDING SOURCE

This is a revenue-generating contract for the Miami-Dade Aviation Department (MDAD). The concessionaire is currently paying MDAD a Minimum Annual Guarantee (MAG), based on the square footage times the effective Class VI rental rate, and a monthly percentage fee. The fee varies by the category of the product sold, with higher cost items warranting a higher fee. The Amendment would waive those in favor of the percentage listed on the attached chart. While the Central Terminal Relief Program is designed to assist the Central Terminal concessionaires by reducing their overall cost of occupancy, there may or may not be a long-term negative impact on revenues as future sales in the Central Terminal are unknown.

TRACK RECORD/MONITOR

Global is current in all its obligations and continues to provide excellent services for MIA passengers. The MDAD Project Manager is Adrian Songer, Chief, Aviation Business & Revenue Development.

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

On January 23, 2001, pursuant to R-19-01, the Board approved the Lease and Concession Agreement for the Food & Beverage Local Master Operator Developer at MIA with Global Concessions. The installation of the construction barricade for the North Terminal FIS Project 740A on November 1, 2009, has economically impacted the Central Terminal concessionaires. As a result, MDAD recommends that the concessionaire pay the assigned percentage fee (as determined by Sub-Article 3.01A2) of gross revenues in lieu of the MAG and annual rent for Central Terminal locations: F2892, G2782, G2040 and S3313 until January 31, 2013.

PROJECT:	Food & Beverage Local Master Operator Developer
PROJECT NO.	Z-88
PROJECT LOCATION:	Miami International Airport
COMPANY NAME:	Global Concessions, Inc.
TERM OF AGREEMENT:	Eight years from beneficial occupancy on March 2009*; expires March 2019
OPTION(S) TO RENEW:	Two one-year extensions

RECOMMENDED MODIFICATION:	Commencing upon the installation of the construction barricade for the North Terminal FIS Project 740A on November 1, 2009, concessionaire shall pay the assigned concession category percentage fee (as determined by Sub-Article 3.01A2) of gross revenues in lieu of the MAG and annual rent for Central Terminal Locations: E1098, F2892, G2782, G2040 and S3313 until January 31, 2013. Notwithstanding anything to the contrary contained in Sub-Article 3.01, or in any other Sub-Article, this MAG adjustment applies only to the specified concession locations of the concessionaire.
CONTRACT MEASURES ACHIEVED AT AWARD:	42.0%
CURRENT ACDBE FIRMS:	Global Concessions Inc. has a joint-venture agreement with two ACDBE firms (Airport Concessions Group, Inc., and Gateway Airport Concessions Inc.) which comprise 42% of the joint venture. Global has sublease agreement with Guava & Java's an ACDBE firm for 1.8%.
CONTRACT MEASURES ACHIEVED TO DATE:	ACDBE participation of 43.8% ($18,910,008 gross sales) for the 10 months ended July 31, 2011
COMPANY PRINCIPAL:	Felipe A. Valls, Jr. Nicole Valls
GENDER, ETHNICITY & OWNERSHIP BREAKDOWN:	100% Hispanic
COMPANY LOCATION:	3663 SW 8th Street, 3rd Floor Miami, Florida 33135
PREVIOUS AGREEMENTS WITH THE COUNTY WITHIN THE PAST FIVE (5) YEARS:	Existing Agreement
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

*Beneficial occupancy was a negotiated point in the agreement approved by R-19-01. The agreement provided for transition spaces to service passengers until a more permanent program could be implemented with the concessionaire. The effective lease date of March 2009 is the date on which 6,220-square-feet of permanent space became operational for the concessionaire.

ITEM NO. 1-6

Retroactive Second Amendment to the Lease and Concession Agreement for Food and Beverage Development at Miami International Airport with HMS Host International, Inc.

RECOMMENDATION

It is recommended that the Board retroactively approve the Second Amendment to the Lease and Concession Agreement for the Food & Beverage Development at Miami International Airport (MIA) with HMS Host International, Inc. (Host).

FISCAL IMPACT/FUNDING SOURCE

This is revenue-generating contract for the Miami-Dade Aviation Department (MDAD). Payment provisions to MDAD include monthly rent, and a Minimum Annual Guarantee (MAG) of $5,034,032.90 or a percentage fee (by category ranging from 7% to 19%) of gross revenues, whichever is greater. The Amendment would waive those in favor of the percentage fee listed on the attached chart. The fee varies by the category of the product sold, with higher cost items warranting a higher fee. While the Central Terminal Relief Program is designed to assist the Central Terminal concessionaires by reducing their overall cost of occupancy, there may or may not be a long-term negative impact on revenues as future sales in the Central Terminal are unknown.

TRACK RECORD/MONITOR

Host is current in all its obligations and continues to provide excellent services for MIA passengers. The MDAD Project Manager is Adrian Songer, Chief, Aviation Business & Revenue Development.

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

Pursuant to R-393-98, the Agreement between Miami-Dade County and Host for the operation of approximately 56,550 square feet of food and beverage concessions was approved by the Board on April 21, 1998.

Pursuant to R-1164-07, the Board approved on October 16, 2007, the First Amendment to the referenced Agreement extending it by three years beginning in May 1, 2008, through April 30, 2011. Host also agreed to invest $2,000,000 to upgrade the existing facilities. The investment was at the sole expense of Host International, and not subject to any amortization or reimbursement.

The installation of the construction barricade for the North Terminal FIS Project 740A on November 1, 2009, has economically impacted the Central Terminal concessionaires. As a result, MDAD recommends that the concessionaire pay the assigned concession category percentage fee (as determined by Sub-Article 3.01B) of gross revenues in lieu of the MAG or rent for its locations until January 31, 2013.

PROJECT:	Food & Beverage Development Lease and Concession Agreement
PROJECT NO.	000197
PROJECT LOCATION:	Miami International Airport
COMPANY NAME:	HMS Host International, Inc.

TERM OF AGREEMENT:	10 years for the original Agreement; First Amendment extended terms additional three years through April, 2011; currently on a month to month.
RECOMMENDED MODIFICATION:	Commencing upon the installation of the construction barricade for the North Terminal FIS Project 740A on November 1, 2009, Concessionaire shall pay the assigned percentage fee (as determined by Sub-Article 3.01B) of Gross Revenues in lieu of the MAG or Rent for its Locations until January 31, 2013. Extend the Agreement to January 31, 2013
ACDBE GOAL:	35.2%
CONTRACT MEASURES ACHIEVED AT AWARD:	35%
CURRENT ACDBE FIRMS:	Master Concessionaire, LLC (Formerly World-Wide/LACI JV) 40.9% $10,537,777 Host-Tinsley Joint Venture 8.9 % $ 2,302,432 Stinfil Enterprise, Inc. 1.0% $ 248,889 Total 50.8% $13,089,098
CONTRACT MEASURES ACHIEVED TO DATE:	50.8% ACDBE participation ($13,089,098 gross sales) for nine months ended May 30, 2011 (Host has not submitted revenue for June and July).
COMPANY PRINCIPAL:	Laura Anna Babin, Secretary Bernard Nathaniel Brown, Vice President Stephen Douglas, Vice President
GENDER, ETHNICITY & OWNERSHIP BREAKDOWN:	100% owned by HMS Host International, Inc.
COMPANY LOCATION:	Miami International Airport
PREVIOUS AGREEMENTS WITH THE COUNTY WITHIN THE PAST FIVE (5) YEARS:	Existing Agreement
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

Retroactive Second Amendment to the Lease and Concession Agreement for the Foreign Currency Exchange & Business Center at Miami International Airport with Lenlyn Ltd. d/b/a ICE Currency Services USA

RECOMMENDATION

It is recommended that the Board retroactively approve the Second Amendment to the Lease and Concession Agreement for the Foreign Currency Exchange & Business Center at Miami International Airport (MIA) with Lenlyn Ltd. d/b/a ICE Currency Services USA (ICE).

FISCAL IMPACT/FUNDING SOURCE

This is a revenue-generating contract for the Miami-Dade Aviation Department (MDAD). ICE is currently paying MDAD a Minimum Annual Guarantee (MAG) of $2,400,580.00 and rent for the locations as well as a fee ranging from 7.3% to 7.8% based on gross revenue. ICE will be granted rent credits of $190,836 over the period established by the Second Amendment. While the Central Terminal Relief Program is designed to assist the Central Terminal concessionaires by reducing their overall cost of occupancy, there may or may not be a long-term negative impact on revenues as future sales in the Central Terminal are unknown.

TRACK RECORD/MONITOR

ICE is current in all its obligations and continues to provide excellent currency exchange services for MIA passengers. The MDAD Project Manager is Adrian Songer, Chief, Aviation Business & Revenue Development.

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

Pursuant to R-1296-07, the Board approved on December 4, 2007, the Agreement with ICE for the Foreign Currency Exchange & Business Center at MIA. Pursuant to R-13-10, on February 9, 2010, the Board, in an action similar to that requested here, approved the First Amendment to the Agreement to provide financial relief to ICE for its South Terminal locations as part of an overall relief package issued to South Terminal concessionaires that were suffering from poor revenue due to low enplanement figures.

The installation of the construction barricade for the North Terminal FIS Project 740A on November 1, 2009, has economically impacted the Central Terminal concessionaires. As a result, MDAD recommends that the Concessionaire pay the assigned percentage fee (as determined by Sub-Article 3.04) of gross revenues in lieu of the MAG for Central Terminal Locations E2105, F2143, G2135, S3410 and E1188, until January 31, 2013. On that date, the concessionaire shall commence payment of the annual rent.

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; expires December 4, 2014

OPTION(S) TO RENEW:	One two-year option to renew
RECOMMENDED MODIFICATION:	Commencing upon the installation of the construction barricade for the North Terminal FIS Project 740A on November 1, 2009, concessionaire shall not be required to pay annual rent for Central Terminal Locations E2105, F2143, G2135, S3410 and E1188, until January 31, 2013 . 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 specified concession locations of the concessionaire.
CONTRACT MEASURE:	20% Airport Concession Disadvantaged Business Enterprises (ACDBE) goal.
CONTRACT MEASURE ACHIEVED:	Airport Retail Management 28.4% ($506,575 gross sales) for seven months ended July 31, 2011
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:	Twenty five (25) years
PREVIOUS AGREEMENTS WITH THE COUNTY WITHIN THE PAST FIVE (5) YEARS:	Existing Agreement
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

Retroactive First Amendment to the Lease and Concession Agreement for Specialty Retail Transition Program, Concept 1, Sunglasses, at Miami International Airport with Sunglass Hut Trading LLC.

RECOMMENDATION

It is recommended that the Board retroactively approve the First Amendment to the Lease and Concession Agreement for the Specialty Retail Transition Program, Concept 1, Sunglasses, at Miami International Airport (MIA) with Sunglass Hut Trading LLC.

FISCAL IMPACT/FUNDING SOURCE

This is a revenue-generating contract for the Miami-Dade Aviation Department (MDAD). The concessionaire is currently paying MDAD a Minimum Annual Guarantee (MAG) of $300,000 in 12 equal payments and a percentage fee of 18% of monthly gross revenues that exceed the minimum monthly guarantee. The Amendment would waive those in favor of the percentage fees listed on the attached chart. While the Central Terminal Relief Program is designed to assist the Central Terminal concessionaires by reducing their overall cost of occupancy, there may or may not be a long-term negative impact on revenues as future sales in the Central Terminal are unknown.

TRACK RECORD/MONITOR

Concessionaire is current in all its obligations and continues to provide excellent services for MIA passengers. The MDAD Project Manager is Adrian Songer, Chief, Aviation Business & Revenue Development.

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

Pursuant to R-1290-03, on December 4, 2003, the Board approved the Lease and Concession Agreement for the Specialty Retail Transition Program, Concept 1, Sunglasses, at MIA with Sunglass Hut Trading LLC.

The installation of the construction barricade for the North Terminal FIS Project 740A on November 1, 2009, has economically impacted the Central Terminal concessionaires. As a result, MDAD recommends that the concessionaire pay the assigned concession category percentage fee (as determined by Sub-Article 3.02) of gross revenues in lieu of the MAG for Central Terminal Location E2188 until January 31, 2013.

PROJECT:	Specialty Retail Transition Program, Concept 1
PROJECT NO.	ITB No. MDAD 0001A
PROJECT LOCATION:	Miami International Airport
COMPANY NAME:	Sunglass Hut Trading LLC
TERM OF AGREEMENT:	Five (5) years; expired December 4, 2010; Currently on a month to month
OPTION(S) TO RENEW:	Two one-year options to renew

RECOMMENDED MODIFICATION:	Commencing upon the installation of the construction barricade for the North Terminal FIS Project 740A on November 1, 2009, concessionaire shall pay the assigned concession category percentage fee (as determined by Sub-Article 3.02) of gross revenues in lieu of the MAG for Central Terminal Location E2188 until January 31, 2013. Notwithstanding anything to the contrary contained in Sub-Article 3.01, or in any other Sub-Article, this MAG adjustment applies only to the specified concession location of the concessionaire. Authorizing change in name from Sunglass Hut Trading Corp., to Sunglass Hut Trading LLC, and extending Agreement to January 31, 2011
CONTRACT MEASURES ACHIEVED AT AWARD:	21% ACDBE goal
CURRENT ACDBE FIRMS:	Corliss Stone-Littles, LLC
CONTRACT MEASURES ACHIEVED TO DATE:	30% ($3,147,449 gross revenue) for the 10 months ended July 31, 2011
COMPANY PRINCIPAL:	Kerry Bradley James Neitzke
GENDER, ETHNICITY & OWNERSHIP BREAKDOWN:	100% owned by Sunglass Hut International LLC
COMPANY LOCATION:	4000 Luxottica Place Mason, OH 45040
PREVIOUS AGREEMENTS WITH THE COUNTY WITHIN THE PAST FIVE (5) YEARS:	Existing Agreement
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

Retroactive Second Amendment to the Lease and Concession Agreement for a Central Terminal Retail Program Developer at Miami International Airport with Westfield Concession Management

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RECOMMENDATION

It is recommended that the Board retroactively approve the Second Amendment to the Lease and Concession Agreement for the Central Terminal Retail Program Developer at Miami International Airport (MIA) with Westfield Concession Management LLC (Westfield).

FISCAL IMPACT/FUNDING SOURCE

This is a revenue-generating contract for the Miami-Dade Aviation Department (MDAD). The concessionaire is currently paying MDAD a Minimum Annual Guarantee (MAG) of $ 1,972,417 based on enplaned passengers. The Amendment would waive that in favor of the percentage fees listed on the attached chart, with sub-leasing tenants benefiting from the Amendment. MDAD pays Westfield a marketing fee of 12% of its direct cost for expanding Westfield's current Central Terminal retail concession marketing program to a unified retail, food, and beverage concession marketing program throughout MIA. While the Central Terminal Relief Program is designed to assist the Central Terminal concessionaires by reducing their overall cost of occupancy, there may or may not be a long-term negative impact on revenues as future sales in the Central Terminal are unknown.

TRACK RECORD/MONITOR

Westfield is current in all its obligations and continues to provide excellent services for MIA passengers. The MDAD Project Manager is Adrian Songer, Chief, Aviation Business & Revenue Development.

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

Pursuant to R-842-04, on July 13, 2004, the Board approved the Lease and Concession Agreement for the Central Terminal Retail Program Developer at MIA with Westfield Concession Management. Under the Agreement, Westfield is responsible for the financing designing, leasing and managing 34 newsstands and specialty retail spaces in the MIA terminal and concourses. Additionally, as part of its administrative function, Westfield was to develop and implement a marketing-and-promotions program to enhance concession sales and customer satisfaction.

Pursuant to Resolution No. 809-09, the Board approved the First Amendment to the Agreement on June 30, 2009, expanding Westfield's Central Terminal marketing services to the North and South Terminals at MIA.

The installation of the construction barricade for the North Terminal FIS Project 740A on November 1, 2009, has economically impacted the Central Terminal concessionaires. As a result, MDAD recommends that the developer pay the assigned percentage fee (as determined by Sub-Article 3.03) of gross revenues in lieu of the MAG for its locations until January 31, 2013.

PROJECT:	Central Terminal Retail Program Developer
PROJECT NO.	RFP No. MDAD-02-02
PROJECT LOCATION:	Miami International Airport
COMPANY NAME:	Westfield Concession Management, LLC

TERM OF AGREEMENT: The term shall commence on the effective date of the Agreement and terminate the first day of the month following the earlier of: (a) five years after 365 calendar days from the effective date or (b) five years from the beneficial occupancy of 30 retail locations; Agreement expires July 13, 2012

OPTION(S) TO RENEW: One two-year extension.

RECOMMENDED MODIFICATION: Commencing upon the installation of the construction barricade for the North Terminal FIS Project 740A on November 1, 2009, developer shall pay the assigned concession category percentage fee (as determined by Sub-Article 3.03) of gross revenues in lieu of the MAG for its locations until January 31, 2013.

CONTRACT MEASURES ACHIEVED AT AWARD: 31.4% ACDBE Goal

CURRENT ACDBE FIRMS:

ILJ, Corp.		
Operating Airport Wireless	2.15%	($586,781)
Operating Tech Showcase	2.05%	($560,447)
Stellar Partners, Inc.		
Operating Ron Jon	1.9 %	($526,993)
Operating Mind-works	2.31%	($632,176)
Operating Mercado-Miami	4.33%	($1,181,890)
I & JC Corp		
Operating Bayside Brush	1.21%	($330,655)
Jetsetters Spa Inc.		
Operating Jetsetters Spa	1.05%	($285,978)
Taxco Sterling Co. Inc.		
Taxco #63 (Closed)	0.01 %	($14,500)
Taxco #31	0%	
Master Concession-air, LLC		
Operating Time 4 Shades	1.71%	($467,519)
Total ACDBE Goal	16.8%	($4,586,939)

CONTRACT MEASURES ACHIEVED TO DATE: 16.8% ACDBE ($4,586,939 gross revenues) for 10 months ended July 31, 2011.

COMPANY PRINCIPAL: John Widdup, Peter Schwartz, Dominic Lowe, Gerry Cecci, Richard Chinsammy, Arnold Mayersohn

GENDER, ETHNICITY & OWNERSHIP BREAKDOWN: Indirect subsidiary of a publicly held company Westfield Holdings, Ltd.

COMPANY LOCATION:	11601 Wilshire Boulevard Los Angeles, CA 90025-1748
PREVIOUS AGREEMENTS WITH THE COUNTY WITHIN THE PAST FIVE (5) YEARS:	Existing Agreement
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

Miami International Airport Central Terminal Amendments
Percentage of Gross Revenues Payable to MDAD

ACDBE or JV	Tenant	Space	Concept %
	Communitel Baggage Room	Term E	15%
	Subtotal Services		
	Starbuck's	S3470	10%
	Pizza Hut	E2804	10%
JV	World Wide Café	E2844	15%
JV	Pizza Hut	S3470	10%
	California Pizza	E2457	10%
	Burger King	E2457	10%
	Café Bacardi	E2457	16%
	Great American Bagel	E2457	10%
	Starbuck's	E2457	10%
JV	Sam Adams	E2806	17%
	Nathan's	S3365	10%
	Home Turf	S3610	15%
	Quiznos	S3300	10%
	Chili's To Go	E2762	10%
JV	Bud Brewhouse	F2883	17%
JV	Pizza Hut	F2880	10%
JV	Burger King	F2886	10%
	Sbarros	F2115	10%
	Sbarros Bar	F2115	17%
	Café Versailles	F2125	15%
	Bud Brewhouse	G2836	17%
	Pizza Hut	G2834	10%
	Burger King	G2832	10%
JV	Chili's	G2432	10%
	Subtotal Host International		
	Café Versailles	S3313	15%
	Guava Java	F2892	15%
	Guava Java	G2782	15%
	Au Bon Pan	G2040	10%
	Cozzolis	G2040	10%
	Subtotal Global Concessions, Inc		
ACDBE JV	Carrie Concessions	E2144	15%
	Hudson News 6E2109	E2109	13%
ACDBE	Mindworks	E2008	13%
	NewsLink 6E2745	E2745	13%
	NewsLink 6S3475	S3475	13%
	Borders	F2005	9%
	Hudson News 6F2857	F2857	16%

	Havana Shirts	E2000	11%
ACDBE	Mercado Miami	F2090	14%
ACDBE	Dunkin Donuts	F2010	9%
	Prestige Signatures	G2150	14%
	Jack Georges	G2150	14%
	NewsLink 6G2140	G22140	16%
ACDBE	Bayside Brush	G2155	13%
ACDBE	Ron Jon	G2000	10%
	Hudson News 6G2780	G2780	13%
	Brookstone	E2010	8%
ACDBE	Taxco	G2176	14%
	$10 Boutique	G2192	13%
ACDBE	TechShowcase	G2160	8%
	Hudson News 6E2050	E2050	16%
	Airport MD	H2160	12%
	NewsLink 6H2190	H2190	16%
ACDBE	Airport Wireless	H2165	8%
ACDBE	Jetsetter Spa	H2197	10%
	Subtotal Westfield		
ACDBE	BFC Airport Stores	E2152	14%
ACDBE	BFC Airport Stores	G2047	15%
	Subtotal BFC Airport Stores, LLC		
	Sunglass Hut	E2192	26%
	Duty Free Americas		25%

MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: December 19, 2011

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

SUBJECT: Agenda Item No. 14(A)(2)

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**

2-4

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 14(A)(2)
12-19-11

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF NINE RETROACTIVE AMENDMENTS TO LEASE AND CONCESSION AGREEMENTS FOR CONCESSIONS IN THE CENTRAL TERMINAL AT MIAMI INTERNATIONAL AIRPORT PROVIDING FOR A REDUCTION IN MINIMUM ANNUAL GUARANTEES; AUTHORIZING A CHANGE IN NAME FROM CARRIE COMPANY INC., TO CARRIE CONCESSIONS INC; AUTHORIZING A CHANGE IN NAME FROM SUNGLASS HUT TRADING CORPORATION, TO SUNGLASS HUT TRADING LLC, AND, WHERE NECESSARY, EXTENDING AGREEMENTS TO JANUARY 31, 2013

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: (1) authorizes the County Mayor or County Mayor's designee to execute nine (9) Retroactive Amendments to Lease and Concession Agreements between Miami-Dade County and BFC Airport Stores LLC, Westfield Concession Management, LLC., Communitel, Inc., Duty Free Americas LLC., Global Concessions, Inc., Host International, Inc., Lenlyn d/b/a/ International Currency Exchange (ICE), Sunglass Hut Trading LLC and Carrie Concessions, Inc; (2) authorizes a change in name from Carrie Company, Inc., to Carrie Concessions Inc.; (3) authorizes change in name from Sunglass Hut Trading Corporation to Sunglass Hut Trading LLC; and (4) extends the terms of those Agreements requiring such to January 31, 2013, as such extensions are in the best interests of the County.

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:

Joe A. Martinez, Chairman
Audrey M. Edmonson, Vice Chairwoman

Bruno A. Barreiro	Lynda Bell
Esteban L. Bovo, Jr.	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 19th day of December, 2011. 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

SECOND AMENDMENT TO
LEASE AND CONCESSION AGREEMENT FOR
BFC AIRPORT STORES, LLC
AT MIAMI INTERNATIONAL AIRPORT

THIS SECOND AMENDMENT to the Lease and Concession Agreement for Concession Services (the "Second Amendment") is made and entered into this _____ day of _____, 2011, by and between Miami-Dade County acting by and through its Aviation Department ("County" or "MDAD") and BFC Airport Stores, LLC ("Concessionaire").

WHEREAS, by Resolution No. R-1455-02, passed and adopted December 17, 2002, 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 fulfillment of the Department's Central 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.

WHEREAS, the Aviation Departments recognizes the need to maintain a full and complete concessions program offering while developing its long term strategy for the Central Terminal and the subsequent solicitation that will occur in 2012.

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

1. Add as second paragraph to Sub-Article 1.01, TERM, as follows:

   The Term of this Agreement shall be extended until 11:59 P.M. January 31, 2013.

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

   Commencing upon the installation of the construction barricade for the North Terminal FIS Project 740A on November 1, 2009, Concessionaire shall pay the assigned concession category percentage fee (as determined by Sub-Article 3.02) of Gross Revenues in lieu of the MAG and Rent until January 31, 2013.

3. Except for the aforementioned modifications, and in all other respects, the Agreement, including the provisions stipulated in the Second Amendment, shall remain in full force and effect in accordance with the terms and conditions specified therein.

4. In consideration of the approval and full execution of the Second Amendment to the Lease and Concession Agreement, Concessionaire does hereby release and forever discharge County and all of its officers and employees from any and all actions, claims, causes of action, or debts which Concessionaire may or could assert related to the Agreement, or which arise out of or are related to the Agreement, or the County's operations of the Airport, or the issues or matters set forth in the aforesaid Second Amendment. Notwithstanding the preceding, this release shall not apply to claims, debts, or causes of action which accrue after the execution of this Second Amendment.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

OPERATOR

BFC DAIRPORTS STORES LLC.
(Legal Name of Corporation)

ATTEST:
Secretary _____
(Signature and Seal)

By: _____
Authorized Officer - Signature

Cristina Rodriguez / Secretary
(Type Name & Title)

Name: Cirilo R. Rodriguez
MANAGING PARTNER
(Type Name & Title)

BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

By: _____
Mayor

Approved for Form
and Legal Sufficiency

Attest: Harvey Ruvin, Clerk

_____
Assistant County Attorney

By: _____
Deputy Clerk

APPENDIX E-1

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

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

This sworn statement is submitted for:

PROJECT TITLE BFC Airport Stores, LLC

PROJECT NUMBER BRCA-40

COUNTY OF MIAMI-DADE

STATE OF FLORIDA

Before me the undersigned authority appeared Cirilo Rodriguez (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

BFC Airport Stores, LLC
(Name of Entity)

7311 N.W. 12th Street #8 Miami, FL. 33126
(Address of Entity)

415-0141719171713
Federal Employment Identification Number

hereinafter referred to as the Entity being its

Cirilo R. Rodriguez
(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 Management Services.]**

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.

MIAMI-DADE COUNTY WORK HISTORY DISCLOSURE

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)			
12/2003	$ N/A	$ N/A	%

Name of Dept. & Summary of Services Performed: Leather & Co. - Travel Bags & Co. Retail Stores - travel related

Litigation Arising out of Contract: none

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

(2)

_____ $_____ $_____ _____%

Name of Dept. & Summary of Services Performed _____

_____

_____

Litigation Arising out of Contract _____

_____

(3)

_____ $_____ $_____ _____%

Name of Dept. & Summary of Services Performed _____

_____

Litigation Arising out of Contract _____

_____

_____

(ADD EXTRA SHEET(S) IF NEEDED.)

A. How long has Entity been in business? 12/2003

B. Has the Entity or the principals of the Entity ever done business under another name or with another firm? NO

_____

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 MGM

Date 8/25/11

STATE OF: Florida

COUNTY OF: Miami-Dade

The above affidavits were acknowledged before me this 25th day of Aug., 2011

by Cirilo R. Rodriguez,
(Authorized Representative)

of BFC Airport Stores, 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)

Yida Almaguer
(Print Name)

Notary Stamp or Seal:

Notary Public State of Florida
Yida Almaguer
My Commission DD865420
Expires 03/02/2013

Notary Commission Number: DD865420

My Commission Expires: 03/02/2013

SECOND AMENDMENT
TO LEASE AND CONCESSION AGREEMENT
BETWEEN MIAMI-DADE COUNTY, FLORIDA
AND
WESTFIELD CONCESSION MANAGEMENT, LLC,
FOR THE CENTRAL TERMINAL RETAIL PROGRAM DEVELOPER

THIS SECOND AMENDMENT to the Lease and Concession Agreement ("Second Amendment") is made and entered into this __ day of _____, 2011 by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida (the "County") and **WESTFIELD CONCESSION MANAGEMENT, LLC**, formerly known as Westfield Concession Management, Inc., a Delaware limited liability company (the "Developer").

WITNESSETH:

WHEREAS, on July 13, 2004, the Board of County Commissioners of the County (the "BCC") passed and approved by Resolution Item No. R-842-04 and authorized the County to enter into a lease and concession agreement with the Developer to provide the County leasing and concession development and management services for the implementation of a retail concession program for the Central Terminal at the Miami International Airport (the "Airport"), between the parties hereto, as the lease and concession agreement was amended by the First Amendment as passed and approved by the BCC on June 30, 2009, Resolution Item No. R-809-09 (collectively, the "Agreement"); and

WHEREAS, due to the construction of the new North Terminal and relocation of certain airlines from the Central Terminal to the new North and South Terminals, the County recognizes that such construction activities at the Airport and the passenger enplanements and pedestrian traffic flow issues encountered by the Developer and its Sub-tenants have had an adverse impact to all of the concessions being operated in the Central Terminal; and

WHEREAS, the County desires to make certain accommodations relative to the occupancy costs incurred by the Developer and its Sub-tenants in order to ensure the continued presence of concessions in the Central Terminal for all users of the Airport (including meeters and greeters) and the traveling public as set forth in this Second Amendment; and

WHEREAS, the County through the Agreement has authorized the Developer to develop and implement a marketing and promotions program for the Central Terminal Retail Concession Program, expanded to include the concession program for the entire Airport in the First Amendment to the Agreement; and

WHEREAS, the County is desirous of continuing to provide a comprehensive and unified concessions marketing program for all of its North, Central, and South Terminal concessions facilities; and

WHEREAS, the County recognizes the need to maintain a full and complete concessions program offering while developing its long term strategy for the Central Terminal and the subsequent solicitation that will occur in 2012.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, the parties hereto agree to further amend the Agreement, as follows:

1. Term Extension. The Term of the Agreement has previously been extended and is currently set to expire on September 1, 2012. Notwithstanding anything to the contrary contained in the Agreement, the County hereby agrees to further extend the Term of the Agreement for a period of approximately five (5) months commencing September 2, 2012 and expiring at 11:59 P.M., local time on January 31, 2013. Sub-Article 1.02, EXTENSION is hereby amended by adding a new fourth paragraph, as follows:

"The Extended Term is hereby further extended commencing September 2, 2012 and expiring at 11:59 P.M., local time, on January 31, 2013".

2. Abatement of Minimum Annual Guarantee. Notwithstanding anything to the contrary contained in the Agreement, the County hereby agrees to a complete abatement of the Minimum Annual Guarantee (the "MAG") and the Minimum Monthly Guarantee (the "MMG") commencing upon the installation of the construction barricade for the North Terminal FIS Project 740A on November 1, 2009 and continuing through January 31, 2013 (the "Abatement Period"). During the Abatement Period, Developer shall pay the assigned concession category Percentage Fee (as determined by Sub-Article 3.03) of Gross Revenues in lieu of the MAG and the MMG for its Locations. In consideration of such abatement of the Developer's MAG and MMG in their entirety during the Abatement Period, Developer hereby agrees to grant a corresponding abatement of the Sub-tenants' Minimum Annual Guaranteed Rent otherwise due under the Subleases during the Abatement Period to those Sub-tenants who continue to operate from any of the Locations. Sub-tenants shall be required to pay to Developer all other fees and charges due under the Subleases in accordance with their respective terms. In accordance with the applicable terms and provisions of the Agreement, the County hereby approves the Developer's abatement of its Sub-tenants' Minimum Annual Guaranteed Rent during the Abatement Period. The Developer shall not be required to obtain any other approvals from the County or the Miami-Dade Aviation Department to implement such abatement of its Sub-tenants' Minimum Annual Guaranteed Rent.

3. Marketing Program. In Sub-Article 2.06, SCOPE OF SERVICES, Sub-Paragraph F. Marketing Program is hereby amended to read as follows:

"F. Marketing Program:

(i) Developer's Central Terminal Retail Program. As part of the administrative function, the Developer shall develop and implement a marketing and promotions program for its Sub-tenants in the Central Terminal retail program, the purpose of which is, to enhance concession sales and customer satisfaction (the "Developer's Central Terminal Concession Marketing Program"). As part of the Developer's Central Terminal Concession Marketing Program, the Developer may be requested to establish a digital directory and a storefront barricade graphics program for any unoccupied or incomplete concession Locations. The designs for the directories and storefront barricades shall be subject to the approval of MDAD and must complement the interior design and finish of the Central Terminal building. All expenditures for the Developer's Central Terminal Concession Marketing Program shall be funded through a percentage (1/2 of 1%) of its Sub-tenant Gross Receipts (as defined in Sub-Article 20.04) charged by the Developer to each of its concession Sub-tenants. The Developer shall not apply any mark-up to the marketing fees charged to its Sub-tenants.

(ii) Department's North, Central and South Terminal Concession Program. As part of the administrative function, the Developer shall develop and implement an Airport–wide

marketing program, the purpose of which is, to enhance concession sales and customer satisfaction in the North, Central and South Terminal zones in a unified manner. The Developer may be requested to establish a digital directory program or a storefront barricade graphics program for any unoccupied or incomplete concession spaces. The designs for the directories and storefront barricades shall be subject to the approval of MDAD and must complement the interior design and finish of the respective Terminal buildings. All expenditures for the Department's Airport Concession Marketing Program shall be funded by contributions from the Department's concession tenants with which it has contracts in each of the Terminals through a percentage (1/2 of 1%) of the Department's concession tenants' monthly gross sales. The Department shall be responsible for the collection of all such contributions from its concession tenants. In consideration for these separate services to be provided by the Developer to the County for the development and implementation of the Department's Airport-wide concession marketing program, the Developer shall be paid a management fee equal to sixteen percent (16%) of all expenditures in the Department's Airport-wide concession marketing program for program administration. Developer shall remit invoices to the Department based on the Department's or the Developer's expenditures incurred during each month, which invoices shall be paid within twenty (20) days after receipt by the Department. Within thirty (30) days following the end of each twelve (12) month period (or any shorter period at the end of the Agreement), the amount of the annual management fee shall be reconciled between the Department and the Developer to determine the actual management fee due based on all actual expenditures which occurred during such periods. If any additional management fees are due the Developer, they will be paid promptly by the Department. Marketing expenditures shall be subject to review, revision and approval by the Department prior to reimbursement by the Department."

4. Mutual Release. In consideration of the full approval and mutual execution and delivery of this Second Amendment, the County and the Developer hereby agree to release each other as follows:

(a) The Developer does hereby release and forever discharge the County and the Department and all of their respective officers and employees from any and all actions, claims, causes of action, or debts which Developer may or could assert related to the Agreement, or which arise out of or are related to the Agreement, the County's operations at the Airport or the issues or matters set forth in this Second Amendment, to the extent such claims could be discovered through reasonable diligence on the part of the Developer. Notwithstanding the preceding, this release by the Developer shall not apply to actions, claims, causes of action or debts which accrue after the execution of this Second Amendment.

(b) The County and the Department do hereby release and forever discharge the Developer and all of its members, officers and employees from any and all actions, claims, causes of action, or debts which the County or the Department may or could assert related to the Agreement, or which arise out of or are related to the Agreement, the Developer's operations at the Airport or the issues or matters set forth in this Second Amendment, to the extent such claims could be discovered through reasonable diligence on the part of the County. Notwithstanding the preceding, this release by the County and the Department shall not apply to actions, claims, causes of action or debts which accrue after the execution of this Second Amendment or to receivables owed to the County by the Developer pursuant to the terms of the Agreement, as of the date of this Second Amendment.

5. This Second Amendment represents the entire agreement between the parties with respect to the subject matter contained herein. Except as specifically modified by this Second Amendment, in all other respects, the Agreement shall remain in full force and effect in accordance with the terms and conditions specified therein.

IN WITNESS WHEREOF, the parties hereto have this Second Amendment to be executed by their respective and duly authorized officers, as of the day and year first above written.

ATTEST:

MIAMI-DADE COUNTY, FLORIDA,
a political subdivision of the State of Florida

BY ITS BOARDS OF COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

By: _____
Mayor

(MIAMI-DADE COUNTY SEAL)

ATTEST:

WESTFIELD CONCESSION MANAGEMENT, LLC, a Delaware limited liability company

By: _____
Assistant Secretary

By: _____
Assistant Vice President & Secretary

Approved for Form and Legal Sufficiency

By: _____
Assistant County Attorney

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

This sworn statement is submitted for:

PROJECT TITLE Central Terminal Retail Program Developer

PROJECT NUMBER MDAD-02-02

COUNTY OF Montgomery

STATE OF Maryland

Before me the undersigned authority appeared Dominic Lowe (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

Westfield Concession Management, LLC
(Name of Entity)

11601 Wilshire Boulevard, 11th Floor, Los Angeles, CA 90025-1748
(Address of Entity)

9 /5 -4 /6 /7 /3 /3 /0 /0
Federal Employment Identification Number

hereinafter referred to as the Entity being its

Other 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)

__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 Management Services.]**

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.cf

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MIAMI-DADE COUNTY WORK HISTORY DISCLOSURE

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

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

(1)

N/A _____ $_____ $_____ _____%

Name of Dept. & Summary of Services Performed _____

_____

_____

Litigation Arising out of Contract _____

_____

_____

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

(2)

N/A _____ $_____ $_____ _____%

Name of Dept. & Summary of Services Performed _____

_____

_____

Litigation Arising out of Contract _____

_____

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMOUNT OF CONTRACT	PERCENTAGE DIFFERENTIAL
(3)			
N/A	$	$	%

Name of Dept. & Summary of Services Performed _____

Litigation Arising out of Contract _____

_____

(ADD EXTRA SHEET(S) IF NEEDED.)

A. How long has Entity been in business? February 13, 1998

B. Has the Entity or the principals of the Entity ever done business under another name or with another firm? No (Converted to LLC)

AFFIRMATION OF VENDOR AFFIDAVIT

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a *new* Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. MDAD-02-02 **Federal Employer Identification No. (FEIN):** 95-4673300

Contract Title: Lease and Concession Agreement for the Central Terminal Retail Program Developer

Affidavits and Legislation/Governing Body

1.	***Miami-Dade County Ownership Disclosure*** *Sec. 2-8.1 of the County Code*	6.	***Miami-Dade County Vendor Obligation to County*** *Sec. 2-8.1 of the County Code*
2.	***Miami-Dade County Employment Disclosure*** *County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the County Code*	7.	***Miami-Dade County Code of Business Ethics*** *Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1 (c) of the County Code*
3.	***Miami-Dade County Employment Drug-free Workplace Certification*** *Sec. 2-8.1.2(b) of the County Code*	8.	***Miami-Dade County Family Leave*** *Article V of Chapter 11 of the County Code*
4.	***Miami-Dade County Disability Non-Discrimination****Article 1, Section 2.8.1.6 Resolution R182-00 amending R-385-95*	9.	***Miami-Dade County Living Wage*** *Sec. 2-8.9 of the County Code* **(If applicable)**
5.	***Miami-Dade County Debarment Disclosure*** *Section 10-38 of the County Code*	10.	***Miami-Dade County Domestic Leave and Reporting*** *Article 8, Section 11A-60, 11A-67 of the County 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 Senior Vice President, Airports

Date March 9, 2011

STATE OF: Maryland

COUNTY OF: Montgomery

The above affidavits were acknowledged before me this 10th day of March, 2011,

by Dominic Lowe
(Authorized Representative)

of Westfield Concession Management, 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.

Laura A. Pusateri
(Signature of Notary)

Laura A. Pusateri
(Print Name)

Notary Stamp or Seal:

Notary Commission Number:

My Commission Expires:

LAURA A PUSATERI
NOTARY PUBLIC
MONTGOMERY COUNTY
MARYLAND
My Commission Expires 9-16-2012

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

Firm Name of Prime Entity/Respondent: Westfield Concession Management, LLC Project No. MDAD-02-02

Project Name: Central Terminal Retail Program Developer

Business Name and Address of First tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	Subcontractor/ Subconsultant Dollar Amount	(Principal Owner) Gender Race	
Global Noutilus, LLC | PO Box 824675 Pembrook Pines, FL 33082	Marlene Nout	Project Manager - Tenant Coordinator	N/A	F	Caucasian
Ken Weeden & Associates, Inc. 3955 - A Market Street, Bldg. B Wilmington, NC 28403	Ken Weeden	ACDBE Certification Specialist	N/A	M	African American
Business Name and Address of Direct Supplier	**Principal Owner**	**Supplies/Materials/Services to be Provided by Supplier**	**Supplier Dollar Amount**	**(Principal Owner) Gender Race**	

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

Dominic Lowe — Prime Entity/Respondent Signature

Dominic Lowe — Print Name

Senior Vice President, Airports — Print Title

March 9, 2011 — Date

(Duplicate if additional space is needed)

47

October 25, 2006

FLORIDA DEPARTMENT OF STATE
Division of Corporations

WESTFIELD CONCESSION MANAGEMENT, LLC
11601 WILSHIRE BLVD., 12TH FLOOR
LOS ANGELES, CA 90025

Qualification documents for WESTFIELD CONCESSION MANAGEMENT, LLC were filed on October 24, 2006, and assigned document number M06000005894. Please refer to this number whenever corresponding with this office.

Your limited liability company is now qualified and authorized to transact business in Florida as of the file date. In accordance with section 608.406(2), F.S., the name of this limited liability company is filed with the Department of State for public notice only and is granted without regard to any other name recorded with the Division of Corporations.

This document was electronically received and filed under FAX audit number H06000259301.

A limited liability company annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. If you do not already have an FEI number, please apply NOW with the Internal Revenue by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the limited liability company address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please contact thisoffice at the address given below.

Deborah Bruce
Document Specialist
Registration/Qualification Section
Division of Corporations Letter Number: 706A00063389

P.O BOX 6327 – Tallahassee, Florida 32314

FIRST AMENDMENT TO
LEASE AND CONCESSION AGREEMENT FOR
CONCESSION SERVICES WITH COMMUNITEL, INC.
AT MIAMI INTERNATIONAL AIRPORT

THIS FIRST AMENDMENT to the Lease and Concession Agreement for Concession Services (the "First Amendment") is made and entered into this _____ day of _____, 2011, by and between Miami-Dade County acting by and through its Aviation Department ("County" or "MDAD") and Communitel, Inc. ("Concessionaire").

WHEREAS, by Resolution No. R-1220-03, passed and adopted November 4, 2003, 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 fulfillment of the Department's Central 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.

WHEREAS, the Aviation Departments recognizes the need to maintain a full and complete concessions program offering while developing its long term strategy for the Central Terminal and the subsequent solicitation that will occur in 2012.

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:

1. Add as second paragraph to Sub-Article 1.01, TERM, as follows:

   The Term of this Agreement shall be extended until 11:59 P.M. January 31, 2013.

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

   Commencing upon the installation of the construction barricade for the North Terminal FIS Project 740A on November 1, 2009, Concessionaire shall pay the assigned concession category percentage fee (as determined by Sub-Article 3.02) of Gross Revenues in lieu of the MAG and Rent until January 31, 2013.

3. Except for the aforementioned modifications, and in all other respects, the Agreement, including the provisions stipulated in the First Amendment, shall remain in full force and effect in accordance with the terms and conditions specified therein.

4. In consideration of the approval and full execution of the First Amendment to the Lease and Concession Agreement, Concessionaire does hereby release and forever discharge County and all of its officers and employees from any and all actions, claims, causes of action, or debts which Concessionaire may or could assert related to the Agreement, or which arise out of or are related to the Agreement, or the County's operations of the Airport, or the issues or matters set forth in the aforesaid First Amendment. Notwithstanding the preceding, this release shall not apply to claims, debts, or causes of action which accrue after the execution of this First Amendment.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

OPERATOR

Communitel, Inc.
(Legal Name of Corporation)

ATTEST:
Secretary _____
(Signature and Seal)

By: _____
Authorized Officer - Signature

Pedro R. Pelaez President
(Type Name & Title)

Name: Pedro R. Pelaez
President
(Type Name & Title)

BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

By: _____
Mayor

Approved for Form
and Legal Sufficiency

Attest: Harvey Ruvin, Clerk

_____
Assistant County Attorney

By: _____
Deputy Clerk

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

This sworn statement is submitted for:

PROJECT TITLE Baggage Checkroom Services at Miami International Airport.

PROJECT NUMBER 002231

COUNTY OF Miami Dade

STATE OF Florida

Before me the undersigned authority appeared Pedro R. Pelaez (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

Communitel, Inc.
(Name of Entity)

6955 NW 77th Ave Suite 204 Miami. FL 33166
(Address of Entity)

65-0519850 17
Federal Employment Identification Number

hereinafter referred to as the 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 Management Services.]**

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.cf

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MIAMI-DADE COUNTY WORK HISTORY DISCLOSURE

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

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMOUNT OF CONTRACT	PERCENTAGE DIFFERENTIAL
(1) 11/17/2003	MAG $125,722.75 15% of Gross Revenues	MAG $125,722.75 15% of Gross Revenues	0 %

Name of Dept. & Summary of Services Performed: Miami Dade Aviation Department Baggage Checkroom Services for the traveling passengers.

Litigation Arising out of Contract: None.

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMOUNT OF CONTRACT	PERCENTAGE DIFFERENTIAL
(2) 5/8/2007	$61.90 per sq ft $0.71 per transaction	$61.90 per sq ft. $0.71 per Transaction	0 %

Name of Dept. & Summary of Services Performed: Miami Dade Aviation Department ATM Services for the traveling passengers.

Litigation Arising out of Contract: None

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

Name of Dept. & Summary of Services Performed _____

_____

Litigation Arising out of Contract _____

_____

_____

(ADD EXTRA SHEET(S) IF NEEDED.)

A. How long has Entity been in business? 16 years

B. Has the Entity or the principals of the Entity ever done business under another name or with another firm? Yes (Universal Aviation)

AFFIRMATION OF VENDOR AFFIDAVIT

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a *new* Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. 002231 **Federal Employer Identification No. (FEIN):** 65-0598507

Contract Title: Baggage Checkroom Services at Miami International Airport

Affidavits and Legislation/Governing Body

1.	***Miami-Dade County Ownership Disclosure*** *Sec. 2-8.1 of the County Code*	6.	***Miami-Dade County Vendor Obligation to County*** *Sec. 2-8.1 of the County Code*
2.	***Miami-Dade County Employment Disclosure*** *County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the County Code*	7.	***Miami-Dade County Code of Business Ethics*** *Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1 (c) of the County Code*
3.	***Miami-Dade County Employment Drug-free Workplace Certification*** *Sec. 2-8.1.2(b) of the County Code*	8.	***Miami-Dade County Family Leave*** *Article V of Chapter 11 of the County Code*
4.	***Miami-Dade County Disability Non-Discrimination*** *Article 1, Section 2.8.1.6 Resolution R182-00 amending R-385-95*	9.	***Miami-Dade County Living Wage*** *Sec. 2-8.9 of the County Code* **(If applicable)**
5.	***Miami-Dade County Debarment Disclosure*** *Section 10-38 of the County Code*	10.	***Miami-Dade County Domestic Leave and Reporting*** *Article 8, Section 11A-60, 11A-67 of the County Code*

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

Pedro R Pelaez
(Signature of Authorized Representative)

Title President

Date March 9th 2011

STATE OF: Florida

COUNTY OF: Miami Dade

The above affidavits were acknowledged before me this 9 day of March 2011

by Pedro R. Pelaez
(Authorized Representative)

of Communitel, 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.

Aliet Guevara
(Signature of Notary)

Aliet Guevara
(Print Name)

Notary Stamp or Seal:

NOTARY PUBLIC STATE OF FLORIDA
Aliet Guevara
COMMISSION # EE 062778
EXPIRES: MAR. 18, 2015
WWW.AARONNOTARY.com

Notary Commission Number: EE062778

My Commission Expires: March 18, 2015

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

Firm Name of Prime Entity/Respondent: Communitel, Inc. Project No. 002231

Project Name: Baggage Checkroom Services at Miami International Airport.

Business Name and Address of First tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	Subcontractor/ Subconsultant Dollar Amount	(Principal Owner) Gender Race	
Finetech, Inc.	Luis Sanchez	Software Consulting	7,500	M	H
7240SW 100 Ave Miami FL 33173					
Business Name and Address of Direct Supplier	**Principal Owner**	**Supplies/Materials/Services to be Provided by Supplier**	**Supplier Dollar Amount**	**(Principal Owner) Gender Race**	
American Best Corp.	Nia Y. Chang	Baggages, straps, duffles.	25,000	M	A
7230 NW 32 ST Miami FL 33122					

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

Prime Entity/Respondent Signature | Pedro R. Pelaez — Print Name | President — Print Title | 3/9/11 — Date

(Duplicate if additional space is needed)

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

(Insert Here)

communitel

"Connecting the World One Community at a Time"

COMMUNITEL, INC.

6955 N.W. 77th Ave.
Suite #204
Mimi, FL 33166

Telephone: (305) 888-4212
Fax: (305) 883-6701

Declaration of Policy

In accordance with requirements of Miami Dade County Ordinance 82-37 and/or Ordinance 98-30 and Resolution No. 1049-93, Communitel Inc. affirms its commitment to equal opportunity with particular emphasis on the minority workforce population and the utilization of Minority professional firms, consultants and/or suppliers.

Pedro R. Pelaez
President

3/9/11
Date

communitel

"Connecting the World One Community at a Time"

DRUG-FREE POLICY

PURPOSE AND GOAL

Communitel, Inc. is committed to protecting the safety, health and well being of all employees and subcontractors and other individuals in our work zones. We recognize alcohol and drug use pose a significant threat to our goals. We have established a drug-free policy that balances our respect for individuals with the need to maintain an alcohol and drug-free environment.

SUBCONTRACTORS

Any subcontractor who sings in with **Communitel, Inc.** is subject to all drug policies to ensure a drug-free work zone.

APPLICABILITY

Our drug-free policy is intended to apply whenever an employee, subcontractor or managing member is conducting business for **Communitel, Inc.**. Therefore, this policy applies and pertains to our job working hours.

PROHIBITED BEHAVIOR

It is a violation of our drug-free work zone policy to use, possess, sell, trade, and/or offer for sale alcohol, legal or illegal drugs or intoxicants.

CONSEQUENCES

One of the goals of **Communitel, Inc.** drug-free policy is to encourage employees and subcontractors to voluntarily seek help with alcohol and/or drug problems or addiction. If, however an employee or subcontractor violates the policy, they will have their agreement with **Communitel, Inc.** terminated and they will not be used as an employee or subcontractor for **Communitel, Inc.** again.

6955 N.W. 77 Ave. • Suite 204 • Miami, Florida 33166 • Phone: 305.888.4212 • Fax: 305.883.6701 • 1 800 938.4146
www.communitelusa.com

PROOF OF AUTHORIZATION TO DO BUSINESS

(Attach a copy of the Certificate of Status or Authorization per 607.0128 F.S., and certificate evidencing compliance with the Florida Fictitious Name Statute per 865.09 F.S., if applicable.)

(Insert Here)

State of Florida

Department of State

I certify from the records of this office that COMMUNITEL, INC. is a corporation organized under the laws of the State of Florida, filed on July 3, 1995.

The document number of this corporation is P95000051516.

I further certify that said corporation has paid all fees due this office through December 31, 2011, that its most recent annual report was filed on March 9, 2011, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Tenth day of March, 2011

Secretary of State

Authentication ID: **200197287632-031011-P95000051516**

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.
https://efile.sunbiz.org/certauthver.html

SECOND AMENDMENT TO
LEASE AND CONCESSION AGREEMENT FOR
CONCESSION SERVICES WITH DUTY FREE AMERICAS AIRPORTS, INC.
AT MIAMI INTERNATIONAL AIRPORT

THIS SECOND AMENDMENT to the Lease and Concession Agreement for Concession Services (the "Second Amendment") is made and entered into this _____ day of September, 2011, by and between Miami-Dade County acting by and through its Aviation Department ("County" or "MDAD") and Duty Free Americas Miami LLC ("Concessionaire").

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 Concession Services at Miami International Airport (the "Agreement").

WHEREAS, the Aviation Department recognizes the construction and passenger traffic issues encountered by the Concessionaire in its fulfillment of the Department's Central 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 Second Amendment agree as follows:

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

   Commencing upon the installation of the construction barricade for the North Terminal FIS Project 740A on November 1, 2009, Concessionaire shall pay the assigned concession category percentage fee (as determined by Sub-Article 3.04) of Gross Revenues in lieu of the MAG for Central Terminal Locations E2180, E2778, S3290, F2636 and F2850 until January 31, 2013. Notwithstanding anything to the contrary contained in Sub-Article 3.01, or in any other Sub-Article, this MAG adjustment applies only to the Central Terminal concession locations of the Concessionaire.

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

   Commencing upon the installation of the construction barricade for the North Terminal FIS Project 740A on November 1, 2009, Concessionaire shall not be required to pay annual rent for Central Terminal Locations E2180, E2778, S3290, F2636 and F2850 until January 31, 2013. 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 Central Terminal concession locations of the Concessionaire.

A

3. Except for the aforementioned modifications, and in all other respects, the Agreement, including the provisions stipulated in the Second Amendment, shall remain in full force and effect in accordance with the terms and conditions specified therein.

4. In consideration of the approval and full execution of the Second Amendment to the Lease and Concession Agreement, Concessionaire does hereby release and forever discharge County and all of its officers and employees from any and all actions, claims, causes of action, or debts which Concessionaire may or could assert related to the Agreement, or which arise out of or are related to the Agreement, or the County's operations of the Airport, or the issues or matters set forth in the aforesaid Second Amendment. Notwithstanding the preceding, this release shall not apply to claims, debts, or causes of action which accrue after the execution of this Second Amendment, or which may arise in connection with any accounting related to that certain First Amendment to Lease and Concession Agreement for Duty Free Americas, LLC at Miami International Airport, dated February 9, 2010.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

A

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

OPERATOR

Duty Free Americas Miami, LLC

ATTEST:
Secretary _____
Simon Falic

By: _____
Jerome Falic, Managing Member

BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

By: _____
Mayor

Approved for Form
and Legal Sufficiency

Attest: Harvey Ruvin, Clerk

_____
Assistant County Attorney

By: _____
Deputy Clerk

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 AT MIAMI INTERNATIONAL AIRPORT

PROJECT NUMBER MDAD 0304

COUNTY OF MIAMI-DADE

STATE OF FLORIDA

Before me the undersigned authority appeared JEROME 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 7th Floor Hollywood FL 33024
(Address of Entity)

65-1247250
Federal Employment Identification Number

hereinafter referred to as the Entity being its

Chief Executive Officer & MANAGING PARTNER
(Sole Proprietor)(Partner)(President or Other Authorized Officer)

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

RECEIVED
MAR 10 2011
Manager
Commercial Operations

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 Management Services.]**

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.cf

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MIAMI-DADE COUNTY WORK HISTORY DISCLOSURE

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

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMOUNT OF CONTRACT	PERCENTAGE DIFFERENTIAL
(1) 1/1/06	$ 20,018,770	$ 20,018,770	0 %

Name of Dept. & Summary of Services Performed: AVIATION — DUTY FREE CONCESSION

Litigation Arising out of Contract: NONE

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMOUNT OF CONTRACT	PERCENTAGE DIFFERENTIAL
(2) —	$	$	%

Name of Dept. & Summary of Services Performed:

Litigation Arising out of Contract:

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

Name of Dept. & Summary of Services Performed _____

Litigation Arising out of Contract _____

(ADD EXTRA SHEET(S) IF NEEDED.)

A. How long has Entity been in business? 3/30/05

B. Has the Entity or the principals of the Entity ever done business under another name or with another firm? Performance

AFFIRMATION OF VENDOR AFFIDAVIT

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a *new* Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. MDAD 0309 **Federal Employer Identification No. (FEIN):** 65 12472 50

Contract Title: NON EXCLUSIVE DUTY AND TAX FREE CONCESSION AT MIAMI International AIRPORT

Affidavits and Legislation/Governing Body

1.	***Miami-Dade County Ownership Disclosure*** *Sec. 2-8.1 of the County Code*	6.	***Miami-Dade County Vendor Obligation to County*** *Sec. 2-8.1 of the County Code*
2.	***Miami-Dade County Employment Disclosure*** *County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the County Code*	7.	***Miami-Dade County Code of Business Ethics*** *Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1 (c) of the County Code*
3.	***Miami-Dade County Employment Drug-free Workplace Certification*** *Sec. 2-8.1.2(b) of the County Code*	8.	***Miami-Dade County Family Leave*** *Article V of Chapter 11 of the County Code*
4.	***Miami-Dade County Disability Non-Discrimination*** *Article 1, Section 2.8.1.6 Resolution R182-00 amending R-385-95*	9.	***Miami-Dade County Living Wage*** *Sec. 2-8.9 of the County Code* **(If applicable)**
5.	***Miami-Dade County Debarment Disclosure*** *Section 10-38 of the County Code*	10.	***Miami-Dade County Domestic Leave and Reporting*** *Article 8, Section 11A-60, 11A-67 of the County 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 Chief Executive Officer

Date 3/10/11

STATE OF:

COUNTY OF:

The above affidavits were acknowledged before me this 10 day of MARCH, 20 11,

by Jerome 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)

David Taney
(Print Name)

Notary Stamp or Seal:

DAVID J. TANEY
MY COMMISSION # DD 722206
EXPIRES: November 7, 2011
Bonded Thru Notary Public Underwriters

Notary Commission Number: 722206

My Commission Expires: 11/7/11

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.]**

FIRST AMENDMENT TO
LEASE AND CONCESSION AGREEMENT FOR
CONCESSION SERVICES WITH GLOBAL CONCESSIONS, INC.
AT MIAMI INTERNATIONAL AIRPORT

THIS FIRST AMENDMENT to the Lease and Concession Agreement for Concession Services (the "First Amendment") is made and entered into this _____ day of _____, 2011, by and between Miami-Dade County acting by and through its Aviation Department ("County" or "MDAD") and Global Concessions Inc. ("Concessionaire").

WHEREAS, by Resolution No. R-19-01, passed and adopted February 5, 2001, 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 fulfillment of the Department's Central 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:

1. Add as ninth paragraph to Sub-Article 3.01 RENTALS, MINIMUM ANNUAL GUARANTEE (MAG) AND MONTHLY OPPORTUNITY FEES as follows:

   Commencing upon the installation of the construction barricade for the North Terminal FIS Project 740A on November 1, 2009, Concessionaire shall pay the assigned concession category percentage fee (as determined by Sub-Article 3.01 A.2.) of Gross Revenues in lieu of the MAG and Annual Rental for Premises for Central Terminal Locations: E1098, F2892, G2782, G2040 and S3313 until January 31, 2013. Notwithstanding anything to the contrary contained in Sub-Article 3.01, or in any other Sub-Article, this MAG adjustment applies only to the Central Terminal concession locations of the Concessionaire.

2. Except for the aforementioned modifications, and in all other respects, the Agreement, including the provisions stipulated in the First Amendment, shall remain in full force and effect in accordance with the terms and conditions specified therein.

3. In consideration of the approval and full execution of the First Amendment to the Lease and Concession Agreement, Concessionaire does hereby release and forever discharge County and all of its officers and employees from any and all actions, claims, causes of action, or debts which Concessionaire may or could assert related to the Agreement, or which arise out of or are related to the Agreement, or the County's operations of the

CD 9/8/11

Airport, or the issues or matters set forth in the aforesaid First Amendment. Notwithstanding the preceding, this release shall not apply to claims, debts, or causes of action which accrue after the execution of this First Amendment.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

CD 9/8/11

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

OPERATOR

GLOBAL CONCESSIONS INC.
(Legal Name of Corporation)

ATTEST:
Secretary _____
~~(Signature and Seal)~~

By: _____
Authorized Officer - Signature

FELIPE A. VALLS SEC.
(Type Name & Title)

Name: _____
FELIPE A. VALLS, PRES.
(Type Name & Title)

BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

By: _____
Mayor

Approved for Form
and Legal Sufficiency

Attest: Harvey Ruvin, Clerk

_____
Assistant County Attorney

By: _____
Deputy Clerk

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

This sworn statement is submitted for:

PROJECT TITLE CENTRAL TERMINAL RELIEF PROGRAM AMENDMENT.

PROJECT NUMBER _____

COUNTY OF MIAMI-DADE

STATE OF FLORIDA

Before me the undersigned authority appeared CHRISTOPHER DESCALZO (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

GLOBAL CONCESSIONS INC.
(Name of Entity)

3663 SW 8 STREET THIRD FLOOR, MIAMI, FL 33135.
(Address of Entity)

65-0815513
Federal Employment Identification Number

hereinafter referred to as the Entity being its

PARTNER/GLOBAL MIAMI J.V. (ACDBE)
(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 Management Services.]**

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.cf

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AFFIRMATION OF VENDOR AFFIDAVIT

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a *new* Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. LEASE Z-88 **Federal Employer Identification No. (FEIN):** 65-0815513

Contract Title: 30% LOCAL FOOD & BEV MASTER DEVELOPER.

Affidavits and Legislation/Governing Body

1.	***Miami-Dade County Ownership Disclosure*** *Sec. 2-8.1 of the County Code*	6.	***Miami-Dade County Vendor Obligation to County*** *Sec. 2-8.1 of the County Code*
2.	***Miami-Dade County Employment Disclosure*** *County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the County Code*	7.	***Miami-Dade County Code of Business Ethics*** *Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1 (c) of the County Code*
3.	***Miami-Dade County Employment Drug-free Workplace Certification*** *Sec. 2-8.1.2(b) of the County Code*	8.	***Miami-Dade County Family Leave*** *Article V of Chapter 11 of the County Code*
4.	***Miami-Dade County Disability Non-Discrimination*** *Article 1, Section 2.8.1.6 Resolution R182-00 amending R-385-95*	9.	***Miami-Dade County Living Wage*** *Sec. 2-8.9 of the County Code* **(If applicable)**
5.	***Miami-Dade County Debarment Disclosure*** *Section 10-38 of the County Code*	10.	***Miami-Dade County Domestic Leave and Reporting*** *Article 8, Section 11A-60, 11A-67 of the County 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 PARTNER (ACDBE)

Date 3/9/11

STATE OF:

COUNTY OF:

The above affidavits were acknowledged before me this 9th day of MARCH 2011

by CHRISTOPHER O. DESCALZO
(Authorized Representative)

of GLOBAL CONCESSIONS INC / GLOBAL MIAMI J.V.
(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)

RENE GONZALEZ
(Print Name)

Notary Stamp or Seal:

RENE GONZALEZ
Notary Public - State of Florida
My Comm. Expires Oct 7, 2012
Commission # DD 822066
Bonded Through National Notary Assn.

Notary Commission Number:

My Commission Expires:

AFF-6

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

Firm Name of Prime Entity/Respondent: _____ Project No._____

Project Name: _____

Business Name and Address of First tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	Subcontractor/ Subconsultant Dollar Amount	(Principal Owner) Gender Race	
Business Name and Address of Direct Supplier	**Principal Owner**	**Supplies/Materials/Services to be Provided by Supplier**	**Supplier Dollar Amount**	**(Principal Owner) Gender Race**	

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

_____ _____ _____ _____
Prime Entity/Respondent Signature Print Name Print Title Date

(Duplicate if additional space is needed)

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

(Insert Here)

PROOF OF AUTHORIZATION TO DO BUSINESS

(Attach a copy of the Certificate of Status or Authorization per 607.0128 F.S., and certificate evidencing compliance with the Florida Fictitious Name Statute per 865.09 F.S., if applicable.)

(Insert Here)

MIAMI-DADE COUNTY WORK HISTORY DISCLOSURE

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

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMOUNT OF CONTRACT	PERCENTAGE DIFFERENTIAL
FEB 6, 2001 (1) LEASE	$	$	%

Name of Dept. & Summary of Services Performed: 30% LOCAL MASTER DEVELOPER OF FOOD & BEVERAGE LEASE Z-88 CUSTOMER: GLOC 40

Litigation Arising out of Contract: NONE.

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

Name of Dept. & Summary of Services Performed: _____

Litigation Arising out of Contract: _____

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

(3)

_____ $_____ $_____ _____%

Name of Dept. & Summary of Services Performed _____

_____

Litigation Arising out of Contract _____

_____

_____

(ADD EXTRA SHEET(S) IF NEEDED.)

A. How long has Entity been in business? 10 YEARS

B. Has the Entity or the principals of the Entity ever done business under another name or with another firm? NO.

SECOND AMENDMENT TO
LEASE AND CONCESSION AGREEMENT FOR
CONCESSION SERVICES WITH HOST INTERNATIONAL, INC.
AT MIAMI INTERNATIONAL AIRPORT

THIS SECOND AMENDMENT to the Lease and Concession Agreement for Concession Services (the "Second Amendment") is made and entered into this _____ day of _____, 2011, by and between Miami-Dade County acting by and through its Aviation Department ("County" or "MDAD") and Host International, Inc. ("Concessionaire").

WHEREAS, by Resolution No. R-393-98, passed and adopted April 21, 1998, 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 fulfillment of the Department's Central 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.

WHEREAS, the Aviation Departments recognizes the need to maintain a full and complete concessions program offering while developing its long term strategy for the Central Terminal and the subsequent solicitation that will occur in 2012.

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

1. Add as second paragraph to Sub-Article 1.01, TERM, as follows:

   The Term of this Agreement shall be extended until 11:59 P.M. January 31, 2013.

2. Add as third paragraph to Sub-Article 3.01 MINIMUM ANNUAL GUARANTEE (MAG) AND OPPORTUNITY FEES as follows:

   Commencing upon the installation of the construction barricade for the North Terminal FIS Project 740A on November 1, 2009, Concessionaire shall pay the assigned concession category percentage fee (as determined by Sub-Article 3.01 B.) of Gross Revenues in lieu of the MAG or Rent for its Locations until January 31, 2013.

3. Except for the aforementioned modifications, and in all other respects, the Agreement, including the provisions stipulated in the Second Amendment, shall remain in full force and effect in accordance with the terms and conditions specified therein.

4. In consideration of the approval and full execution of the Second Amendment to the Lease and Concession Agreement, Concessionaire does hereby release and forever discharge County and all of its officers and employees from any and all actions, claims, causes of action, or debts which Concessionaire may or could assert related to the Agreement, or which arise out of or are related to the Agreement, or the County's operations of the Airport, or the issues or matters set forth in the aforesaid Second Amendment. Notwithstanding the preceding, this release shall not apply to claims, debts, or causes of action which accrue after the execution of this Second Amendment.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

OPERATOR

Host International, Inc.
(Legal Name of Corporation)

ATTEST:
Secretary _____
(Signature and Seal)

By: _____
Authorized Officer - Signature

Laura A. Babin
Secretary
(Type Name & Title)

Name: Richard Kuykle

Vice President
(Type Name & Title)

BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

By: _____
Mayor

Approved for Form
and Legal Sufficiency

Attest: Harvey Ruvin, Clerk

_____
Assistant County Attorney

By: _____
Deputy Clerk

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

This sworn statement is submitted for:

PROJECT TITLE Central Terminal Relief Program Amendment

PROJECT NUMBER _____

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 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 Management Services.]**

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.cf

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MIAMI-DADE COUNTY WORK HISTORY DISCLOSURE

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

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMOUNT OF CONTRACT	PERCENTAGE DIFFERENTIAL
Lease Number #Z-000197			
(1)			
April, 1998	$ **	$ N/A	N/A %

Name of Dept. & 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 ORIG.CONTRACT	FINAL AMOUNT OF CONTRACT	PERCENTAGE DIFFERENTIAL
Lease Number #Z-003179			
(2)			
August, 2006	$ **	$ N/A	N/A %

Name of Dept. & 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.

** Host is a concession provider at Miami International Airport and does not contract services to the County.

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMOUNT OF CONTRACT	PERCENTAGE DIFFERENTIAL
Lease Agreement #0004462			
(3) September, 2009	$ **	$ N/A	N/A %

Name of Dept. & 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.

(ADD EXTRA SHEET(S) IF NEEDED.)

A. How long has Entity been in business? 114

B. Has the Entity or the principals of the Entity ever done business under another name or with another firm? Host International, Inc. operates in multiple airports and as such has multiple joint venture partners and subsidiaries. Additional information is available upon request.

** Host is a concession provider at Miami International Airport and does not contract services to the County.

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMOUNT OF CONTRACT	PERCENTAGE DIFFERENTIAL
Lease Number #MDAD-04-09			
(4)			
February, 2010	$ **	$ N/A	N/A %

Name of Dept. & 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.

(ADD EXTRA SHEET(S) IF NEEDED.)

A. How long has Entity been in business? _____

B. Has the Entity or the principals of the Entity ever done business under another name or with another firm?

** Host is a concession provider at Miami International Airport and does not contract services to the County.

AFFIRMATION OF VENDOR AFFIDAVIT

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a *new* Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. _____ **Federal Employer Identification No. (FEIN):** 52-1242334

Contract Title: Food & Beverage Master Developer

Affidavits and Legislation/Governing Body

1.	***Miami-Dade County Ownership Disclosure*** *Sec. 2-8.1 of the County Code*	6.	***Miami-Dade County Vendor Obligation to County*** *Sec. 2-8.1 of the County Code*
2.	***Miami-Dade County Employment Disclosure*** *County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the County Code*	7.	***Miami-Dade County Code of Business Ethics*** *Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1 (c) of the County Code*
3.	***Miami-Dade County Employment Drug-free Workplace Certification*** *Sec. 2-8.1.2(b) of the County Code*	8.	***Miami-Dade County Family Leave*** *Article V of Chapter 11 of the County Code*
4.	***Miami-Dade County Disability Non-Discrimination*** *Article 1, Section 2.8.1.6 Resolution R182-00 amending R-385-95*	9.	***Miami-Dade County Living Wage*** *Sec. 2-8.9 of the County Code* **(If applicable)**
5.	***Miami-Dade County Debarment Disclosure*** *Section 10-38 of the County Code*	10.	***Miami-Dade County Domestic Leave and Reporting*** *Article 8, Section 11A-60, 11A-67 of the County 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 March 11, 2011

STATE OF: Maryland

COUNTY OF: Montgomery

The above affidavits were acknowledged before me this 11th day of March, 2011,

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.

_____
(Signature of Notary)

Philip Fletcher
(Print Name)

Notary Stamp or Seal:

PHILIP FLETCHER
Notary Public-Maryland
Montgomery County
My Commission Expires
May 13, 2013

Notary Commission Number: _____

My Commission Expires: 5/13/13

AFF-6

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

Firm Name of Prime Entity/Respondent: Host International, Inc. Project No.

Project Name: Central Terminal Relief Program Amendment

Business Name and Address of First tier Subcontractor/Subconsultant	**Principal Owner**	**Scope of Work to be Performed by Subcontractor/Subconsultant**	**Subcontractor/ Subconsultant Dollar Amount**	**(Principal Owner) Gender Race**	
Tinsley Family Concession 353 6th St, SW, Winter Haven, FL 33880	George Tinsley, Sr.	Concession Operations - JV Partner		BLACK	MALE
Master Concessionair, LLC Miami Int'l Airport, Concourse E, 4th Level	Peter Amaro, Jr.	Concession Operations-Sublease		HISPANIC	MALE
P.O. Box 997180, Miami, FL 33299					
Business Name and Address of Direct Supplier	**Principal Owner**	**Supplies/Materials/Services to be Provided by Supplier**	**Supplier Dollar Amount**	**(Principal Owner) Gender Race**	

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

Prime Entity/Respondent Signature	Stephen E. Douglas Print Name	Vice President Print Title	March 11, 2011 Date

(Duplicate if additional space is needed)

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

Firm Name of Prime Entity/Respondent: Host International, Inc. Project No._____

Project Name: Central Terminal Relief Program Amendment

Business Name and Address of First tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	Subcontractor/ Subconsultant Dollar Amount	(Principal Owner) Gender Race	
Carrie Concessions, Inc Miami Int'l Airport, P.O. Box 996697 Miami, FL 33299	Brenda Rivers	Concession Operations -Sublease		BLACK	FEMALE
Stinfil Enterprises Inc. 9441 Fountainbleau Boulevard, #10 Miami, FL 33172	Gus Stinfil	Concession Operations-Sublease		BLACK	MALE
Business Name and Address of Direct Supplier	**Principal Owner**	**Supplies/Materials/Services to be Provided by Supplier**	**Supplier Dollar Amount**	**(Principal Owner) Gender Race**	

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

Prime Entity/Respondent Signature _____ Print Name _____ Print Title _____ Date _____

(Duplicate if additional space is needed)

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

(Insert Here)

When awarding major construction contracts it is Host International, Inc.'s policy to solicit competitive bids. Bids are solicited from a variety of contract/supplies to include local businesses. Project specific information is shared with the potential contractors/ vendors at the start of the bid process. Communication channels are established so proposal requirements can be discussed, and contracts are awarded based on full consideration of the proposals received.

State of Florida

Department of State

I certify from the records of this office that HOST INTERNATIONAL, INC. is a corporation organized under the laws of Delaware, authorized to transact business in the State of Florida, qualified on February 26, 1982.

The document number of this corporation is 852009.

I further certify that said corporation has paid all fees due this office through December 31, 2010, that its most recent annual report was filed on March 29, 2010, and its status is active.

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

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Eighth day of March, 2011

Secretary of State

Authentication ID: 460197185074-030811-852009

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.
https://efile.sunbiz.org/certauthver.html

SECOND AMENDMENT TO
LEASE AND CONCESSION AGREEMENT FOR
FOREIGN CURRENCY EXCHANGE AND BUSINESS CENTER
AT MIAMI INTERNATIONAL AIRPORT

THIS SECOND AMENDMENT to the Lease and Concession Agreement for Foreign Currency Exchange and Business Center (the "Second Amendment") is made and entered into this _____ day of _____, 2011, 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 fulfillment of the Department's Central 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 Second Amendment agree as follows:

1. Add as fourth paragraph to Sub-Article 3.06 ANNUAL RENT as follows:

   Commencing upon the installation of the construction barricade for the North Terminal FIS Project 740A on November 1, 2009, Concessionaire shall not be required to pay annual rent for Central Terminal Locations E2105, F2143, G2135, S3410 and E1188 until January 31, 2013. 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 Central Terminal concession locations of the Concessionaire.

2. Except for the aforementioned modifications, and in all other respects, the Agreement, including the provisions stipulated in the Second Amendment, shall remain in full force and effect in accordance with the terms and conditions specified therein.

3. In consideration of the approval and full execution of the Second Amendment to the Lease and Concession Agreement, Concessionaire does hereby release and forever discharge County and all of its officers and employees from any and all actions, claims, causes of action, or debts which Concessionaire may or could assert related to the Agreement, or which arise out of or are related to the Agreement, or the County's

operations of the Airport, or the issues or matters set forth in the aforesaid Second Amendment. Notwithstanding the preceding, this release shall not apply to claims, debts, or causes of action which accrue after the execution of this Second Amendment.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

CONCESSIONAIRE

LENLYN LIMITED
(Legal Name of Corporation)

ATTEST:
Secretary _____
(Signature and Seal)

By: _____
Authorized Officer - Signature

Ramon Ortega, Secretary
(Type Name & Title)

Name: Bharat Shah

VP Operations
(Type Name & Title)

BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

By: _____
Mayor

Approved for Form
and Legal Sufficiency

Attest: Harvey Ruvin, Clerk

_____
Assistant County Attorney

By: _____
Deputy Clerk

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

This sworn statement is submitted for:

PROJECT TITLE_____

PROJECT NUMBER _____

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
(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)

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 Management Services.]**

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.cf

---

MIAMI-DADE COUNTY WORK HISTORY DISCLOSURE

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

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMOUNT OF CONTRACT	PERCENTAGE DIFFERENTIAL
(1)			
from 1995 to 2008	$ 1,700,000	$ 1,700,000	%

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

Litigation Arising out of Contract: No Litigation

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMOUNT OF CONTRACT	PERCENTAGE DIFFERENTIAL
(2)			
from Feb 2008 to present	$ 2,400,580	$ 2,400,580	%

Name of Dept. & Summary of Services Performed: Foreign Currency Exchange Services

Litigation Arising out of Contract: No Litigation

AFFIRMATION OF VENDOR AFFIDAVIT

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a *new* Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. Z 004192 **Federal Employer Identification No. (FEIN):** 95 3919400

Contract Title: FOREIGN EXCHANGE AND BUSINESS CENTER SERVICES AT MIA

Affidavits and Legislation/Governing Body

1.	***Miami-Dade County Ownership Disclosure*** *Sec. 2-8.1 of the County Code*	6.	***Miami-Dade County Vendor Obligation to County*** *Sec. 2-8.1 of the County Code*
2.	***Miami-Dade County Employment Disclosure*** *County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the County Code*	7.	***Miami-Dade County Code of Business Ethics*** *Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1 (c) of the County Code*
3.	***Miami-Dade County Employment Drug-free Workplace Certification*** *Sec. 2-8.1.2(b) of the County Code*	8.	***Miami-Dade County Family Leave*** *Article V of Chapter 11 of the County Code*
4.	***Miami-Dade County Disability Non-Discrimination*** *Article 1, Section 2.8.1.6 Resolution R182-00 amending R-385-95*	9.	***Miami-Dade County Living Wage*** *Sec. 2-8.9 of the County Code* **(If applicable)**
5.	***Miami-Dade County Debarment Disclosure*** *Section 10-38 of the County Code*	10.	***Miami-Dade County Domestic Leave and Reporting*** *Article 8, Section 11A-60, 11A-67 of the County 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 7 MARCH 2011

STATE OF:

COUNTY OF:

The above affidavits were acknowledged before me this 7th day of March, 2011,

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.

W. Pongpetra
(Signature of Notary)

WANVISA PONGPETRA
(Print Name)

Notary Commission Number: 1800059

My Commission Expires: June 29, 2012

Notary Stamp or Seal:

WANVISA PONGPETRA
Commission # 1800059
Notary Public - California
Los Angeles County
My Comm. Expires Jun 29, 2012

AFF-6

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

Firm Name of Prime Entity/Respondent: LENLYN LTD Project No._____

Project Name: _____

Business Name and Address of First tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	Subcontractor/ Subconsultant Dollar Amount	(Principal Owner) Gender Race	
KRISMISH LLC	KURUSH SARKARI	SALES + CUSTOMER SERVICE MANAGEMENT	$700,000	MALE	INDIAN
Business Name and Address of Direct Supplier	**Principal Owner**	**Supplies/Materials/Services to be Provided by Supplier**	**Supplier Dollar Amount**	**(Principal Owner) Gender Race**	

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

Prime Entity/Respondent Signature	RAMON ORTEGA Print Name	SECRETARY Print Title	7 MARCH 2011 Date

(Duplicate if additional space is needed)

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State of Florida

Department of State

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

The document number of this corporation is P30557.

I further certify that said corporation has paid all fees due this office through December 31, 2010, that its most recent annual report was filed on June 22, 2010, and its status is active.

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

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Seventh day of March, 2011

Secretary of State

Authentication ID: **100197084691-030711-P30557**

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.
https://efile.sunbiz.org/certauthver.html

State of Florida

Department of State

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

The Registration Number of this Fictitious Name is G97279900006

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

Sandra B. Mortham

Sandra B. Mortham
Secretary of State

CR2E022 (2-95)

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

(Insert Here)

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

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

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

2. Invite local subcontractors/sub consultants to submit bids in a practical expedient manner;

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

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

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

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

Bharat Shah
Vice President Operations

ICE Currency Services
6151 W Century Blvd, Suite 1108, Los Angeles, CA 90045 T: (310) 417 3432 F: (310) 641 7420
icepfx.com

SUBCONTRACTING PROCEDURE

The following procedures shall be utilized for all subcontracting/sub consulting requirements of the Company.

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

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

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

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

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

Bharat Shah
Vice President Operations

FIRST AMENDMENT TO
LEASE AND CONCESSION AGREEMENT FOR
CONCESSION SERVICES WITH SUNGLASS HUT TRADING LLC
AT MIAMI INTERNATIONAL AIRPORT

THIS FIRST AMENDMENT to the Lease and Concession Agreement for Concession Services (the "First Amendment") is made and entered into this _____ day of _____, 2011, by and between Miami-Dade County acting by and through its Aviation Department ("County" or "MDAD") and Sunglass Hut Trading LLC ("Concessionaire").

WHEREAS, by Resolution No. R-1290-03, passed and adopted December 4, 2003, 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 fulfillment of the Department's Central 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.

WHEREAS, the Aviation Department recognizes the need to maintain a full and complete concessions program offering while developing its long term strategy for the Central Terminal and the subsequent solicitation that will occur in 2012.

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:

1. Add as second paragraph to Sub-Article 1.01, TERM, as follows:

   The Term of this Agreement shall be extended until 11:59 P.M. January 31, 2013.

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

   Commencing upon the installation of the construction barricade for the North Terminal FIS Project 740A on November 1, 2009, Concessionaire shall pay the assigned concession category percentage fee (as determined by Sub-Article 3.02) of Gross Revenues in lieu of the MAG and Rent for Central Terminal Location E2188 until the January 31, 2013. Notwithstanding anything to the contrary contained in Sub-Article 3.01, or in any other Sub-Article, this MAG and Rent adjustment applies only to the Central Terminal concession location of the Concessionaire.

SB

3. Except for the aforementioned modifications, and in all other respects, the Agreement, including the provisions stipulated in the First Amendment, shall remain in full force and effect in accordance with the terms and conditions specified therein.

4. In consideration of the approval and full execution of the First Amendment to the Lease and Concession Agreement, Concessionaire does hereby release and forever discharge County and all of its officers and employees from any and all actions, claims, causes of action, or debts which Concessionaire may or could assert related to the Agreement, or which arise out of or are related to the Agreement, or the County's operations of the Airport, or the issues or matters set forth in the aforesaid First Amendment. Notwithstanding the preceding, this release shall not apply to claims, debts, or causes of action which accrue after the execution of this First Amendment.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

OPERATOR

Sunglass Hut Trading LLC

ATTEST:
Secretary _____
(Signature and Seal)

William Griffiths
Assistant Secretary
(Type Name & Title)

By: _____
Authorized Officer - Signature

Steve Benton
Vice President
Name: _____

(Type Name & Title)

BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

By: _____
Mayor

Approved for Form
and Legal Sufficiency

Attest: Harvey Ruvin, Clerk

_____
Assistant County Attorney

By: _____
Deputy Clerk

MIAMI-DADE COUNTY

MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION AFFIDAVITS

This sworn statement is submitted for:

PROJECT TITLE Central Terminal Relief Amendment

PROJECT NUMBER _____

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

Sunglass Hut Trading, an Ohio Limited Liability Company
(Name of Entity)

4000 Luxottica Place, Mason, OH 45040
(Address of Entity)

5/ 9/ 1/ 5/ 4/ 8/ 4/ 5/
Federal Employment Identification Number

hereinafter referred to as the Entity being its

Other 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, conspira-cy, 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 indict-ment 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, execu-tives, 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, sharehold-ers, 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 sub-sequent 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 Management Services.]**

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.cf

MIAMI-DADE COUNTY WORK HISTORY DISCLOSURE

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

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

Name of Dept. & Summary of Services Performed: **NOT APPLICABLE**

Litigation Arising out of Contract: _____

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMOUNT OF CONTRACT	PERCENTAGE DIFFERENTIAL
(2)			
_____	$_____	$_____	_____%

Name of Dept. & Summary of Services Performed: _____

Litigation Arising out f Contract: _____

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

Name of Dept. & Summary of Services Performed _____

_____

_____

_____

Litigation Arising out f Contract _____

_____

(ADD EXTRA SHEET(S) IF NEEDED.)

A. How long has Entity been in business? _____

B. Has the Entity or the principals of the Entity ever done business under another name or with another firm?

_____

AFFIRMATION OF VENDOR AFFIDAVIT

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a *new* Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. _____ **Federal Employer Identification No. (FEIN):** 59-1545845

Contract Title: _____

Affidavits and Legislation/Governing Body

1.	***Miami-Dade County Ownership Disclosure*** *Sec. 2-8.1 of the County Code*	6.	***Miami-Dade County Vendor Obligation to County*** *Sec. 2-8.1 of the County Code*
2.	***Miami-Dade County Employment Disclosure*** *County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the County Code*	7.	***Miami-Dade County Code of Business Ethics*** *Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1 (c) of the County Code*
3.	***Miami-Dade County Employment Drug-free Workplace Certification*** *Sec. 2-8.1.2(b) of the County Code*	8.	***Miami-Dade County Family Leave*** *Article V of Chapter 11 of the County Code*
4.	***Miami-Dade County Disability Non-Discrimination*** *Article 1, Section 2.8.1.6 Resolution R182-00 amending R-385-95*	9.	***Miami-Dade County Living Wage*** *Sec. 2-8.9 of the County Code* **(If applicable)**
5.	***Miami-Dade County Debarment Disclosure*** *Section 10-38 of the County Code*	10.	***Miami-Dade County Domestic Leave and Reporting*** *Article 8, Section 11A-60, 11A-67 of the County 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 Senior Vice President, Real Estate

Date

STATE OF: OHIO

COUNTY OF: WARREN

The above affidavits were acknowledged before me this 7 day of March, 2011,

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.

Christine Osborne
(Signature of Notary)

Christine Osborne
(Print Name)

Notary Commission Number: —

My Commission Expires: 4-30-11

Notary Stamp or Seal:

NOTARY PUBLIC STATE OF OHIO

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

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

Firm Name of Prime Entity/Respondent: Project No.

Project Name:

Business Name and Address of First tier Subcontractor/Subconsultant Not Applicable	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	Subcontractor/ Subconsultant Dollar Amount	(Principal Owner) Gender Race	
Business Name and Address of Direct Supplier **Not Applicable**	**Principal Owner**	**Supplies/Materials/Services to be Provided by Supplier**	**Supplier Dollar Amount**	**(Principal Owner) Gender Race Gender Race**	

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

Prime Entity/Respondent Signature Print Name Print Title Date

(Duplicate if additional space is needed)

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

(Insert Here)

Not Applicable

PROOF OF AUTHORIZATION TO DO BUSINESS

(Attach a copy of the Certificate of Status or Authorization per 607.0128 F.S., and certificate evidencing compliance with the Florida Fictitious Name Statute per 865.09 F.S., if applicable.)

(Insert Here)

State of Florida

Department of State

I certify from the records of this office that SUNGLASS HUT TRADING, LLC is a limited liability company organized under the laws of Ohio, authorized to transact business in the State of Florida, qualified on January 22, 2008.

The document number of this limited liability company is M08000000343.

I further certify that said limited liability company has paid all fees due this office through December 31, 2010, that its most recent annual report was filed on April 5, 2010, and its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Seventh day of March, 2011

Secretary of State

Authentication ID: 900196985899-030711-M08000000343

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.
https://efile.sunbiz.org/certauthver.html

FIRST AMENDMENT TO
LEASE AND CONCESSION AGREEMENT FOR
CONCESSION SERVICES WITH CARRIE CONCESSIONS, INC.
AT MIAMI INTERNATIONAL AIRPORT

THIS FIRST AMENDMENT to the Lease and Concession Agreement for Concession Services (the "First Amendment") is made and entered into this _____ day of _____, 2011, by and between Miami-Dade County acting by and through its Aviation Department ("County" or "MDAD") and Carrie Concessions, Inc. ("Concessionaire").

WHEREAS, by Resolution No. R-1377-93, passed and adopted November 3, 1993, 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 fulfillment of the Department's Central 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.

WHEREAS, the Aviation Departments recognizes the need to maintain a full and complete concessions program offering while developing its long term strategy for the Central Terminal and the subsequent solicitation that will occur in 2012.

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:

1. Add as second paragraph to Sub-Article 1.01, TERM, as follows:

   The Term of this Agreement shall be extended until 11:59 P.M. January 31, 2013.

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

   Commencing upon the installation of the construction barricade for the North Terminal FIS Project 740A on November 1, 2009, Concessionaire shall pay the assigned concession category percentage fee (as determined by Sub-Article 3.03) of Gross Revenues in lieu of the MAG and Rent until January 31, 2013.

3. Add as second paragraph to Sub-Article 3.02 RENTAL RATE ADJUSTMENT as follows:

   Commencing upon the installation of the construction barricade for the North Terminal FIS Project 740A on November 1, 2009, Concessionaire shall not be required to pay annual rent for Central Terminal Location E2144, until January 31, 2013.

4. Except for the aforementioned modifications, and in all other respects, the Agreement, including the provisions stipulated in the First Amendment, shall remain in full force and effect in accordance with the terms and conditions specified therein.

5. In consideration of the approval and full execution of the First Amendment to the Lease and Concession Agreement, Concessionaire does hereby release and forever discharge County and all of its officers and employees from any and all actions, claims, causes of action, or debts which Concessionaire may or could assert related to the Agreement, or which arise out of or are related to the Agreement, or the County's operations of the Airport, or the issues or matters set forth in the aforesaid First Amendment. Notwithstanding the preceding, this release shall not apply to claims, debts, or causes of action which accrue after the execution of this First Amendment.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

OPERATOR

Barrie Concessions Inc
(Legal Name of Corporation)

ATTEST:
Secretary: Brenda Rivers
(Signature and Seal)

By: Brenda Rivers
Authorized Officer - Signature

Brenda Rivers, Secretary
(Type Name & Title)

Name: Brenda Rivers
President
(Type Name & Title)

BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

By: _____
Mayor

Approved for Form
and Legal Sufficiency

Attest: Harvey Ruvin, Clerk

_____
Assistant County Attorney

By: _____
Deputy Clerk

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

This sworn statement is submitted for:

PROJECT TITLE Central Terminal Relief Program Admendment

PROJECT NUMBER _____

COUNTY OF Miami - Dade

STATE OF Florida

Before me the undersigned authority appeared Brenda Rivers (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

Garvie Concessions, Inc
(Name of Entity)

P.O. Box 996697 Miami FL 33299
(Address of Entity)

519-2121015141911
Federal Employment Identification Number

hereinafter referred to as the Entity being its

President - Brenda Rivers
(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)

N/A 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 Management Services.]**

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.cf

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MIAMI-DADE COUNTY WORK HISTORY DISCLOSURE

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

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

(1)

11/15/1993 $_____ $_____ _____%

Name of Dept. & Summary of Services Performed _____

_____

_____

Litigation Arising out of Contract _____

_____

_____

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

(2)

_____ $_____ $_____ _____%

Name of Dept. & Summary of Services Performed _____

_____

_____

Litigation Arising out of Contract _____

_____

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

Name of Dept. & Summary of Services Performed _____

_____

Litigation Arising out of Contract _____

_____

_____

(ADD EXTRA SHEET(S) IF NEEDED.)

A. How long has Entity been in business? 29 YRS

B. Has the Entity or the principals of the Entity ever done business under another name or with another firm? _____

AFFIRMATION OF VENDOR AFFIDAVIT

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a *new* Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. Z-81 **Federal Employer Identification No. (FEIN):** 59-2205 49

Contract Title: Carrie Concessions INC

Affidavits and Legislation/Governing Body

1.	***Miami-Dade County Ownership Disclosure*** *Sec. 2-8.1 of the County Code*	6.	***Miami-Dade County Vendor Obligation to County*** *Sec. 2-8.1 of the County Code*
2.	***Miami-Dade County Employment Disclosure*** *County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the County Code*	7.	***Miami-Dade County Code of Business Ethics*** *Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1 (c) of the County Code*
3.	***Miami-Dade County Employment Drug-free Workplace Certification*** *Sec. 2-8.1.2(b) of the County Code*	8.	***Miami-Dade County Family Leave*** *Article V of Chapter 11 of the County Code*
4.	***Miami-Dade County Disability Non-Discrimination*** *Article 1, Section 2.8.1.6 Resolution R182-00 amending R-385-95*	9.	***Miami-Dade County Living Wage*** *Sec. 2-8.9 of the County Code* **(If applicable)**
5.	***Miami-Dade County Debarment Disclosure*** *Section 10-38 of the County Code*	10.	***Miami-Dade County Domestic Leave and Reporting*** *Article 8, Section 11A-60, 11A-67 of the County Code*

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

Brenda Jayel Rivers
(Signature of Authorized Representative)

Title President

Date 3/17/2011

STATE OF:

COUNTY OF:

The above affidavits were acknowledged before me this 17 day of March 2011.

by Brenda Jayel Rivers
(Authorized Representative)

of Carrie Concessions, 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.

Jihad S. Rashid
(Signature of Notary)

Jihad S. Rashid
(Print Name)

Notary Stamp or Seal:

Notary Commission Number: DD975718

My Commission Expires: March 28, 2014

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

Firm Name of Prime Entity/Respondent: _____ Project No._____

Project Name: _____

Business Name and Address of First tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	Subcontractor/ Subconsultant Dollar Amount	(Principal Owner) Gender Race	
Business Name and Address of Direct Supplier	**Principal Owner**	**Supplies/Materials/Services to be Provided by Supplier**	**Supplier Dollar Amount**	**(Principal Owner) Gender Race**	

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

_____ _____ _____ _____
Prime Entity/Respondent Signature Print Name Print Title Date

(Duplicate if additional space is needed)

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

(Insert Here)

PROOF OF AUTHORIZATION TO DO BUSINESS

(Attach a copy of the Certificate of Status or Authorization per 607.0128 F.S., and certificate evidencing compliance with the Florida Fictitious Name Statute per 865.09 F.S., if applicable.)

(Insert Here)