Memorandum

MIAMI-DADE COUNTY

Date:	November 8, 2012
To:	Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners
From:	Carlos A. Gimenez Mayor
Subject:	Amendments to the Lease and Concession Agreements for Concessions in the Central Terminal (Central Terminal Relief Program Phase 2) at Miami International Airport

Agenda Item No. 8(A)(9)

This item was amended by the Regional Transportation Committee at its October 15, 2012 meeting to authorize the Mayor or his designee to, at the termination of these Agreements, and after notice to the Board of County Commissioners, extend these contracts on a month to month basis pending completion of the Central Terminal Procurement process.

RECOMMENDATION

It is recommended that the Board of County Commissioners approve the attached Amendments to nine Lease and Concession Agreements for concessions located in the Central Terminal (Central Terminal Relief Program Phase 2) at Miami International Airport (MIA), providing lease continuation and continued financial relief to concessionaires from February 1, 2013, to January 31, 2015. Several Amendments, as detailed in the attached documents, also address other minor provisions of the Agreements such as termination for cause.

SCOPE

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

FUNDING/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, Minimum Annual Guarantees (MAGs) and/or percentage of gross revenues. For the most part, these Amendments continue the replacement Minimum Annual Guarantees (MAG) and rents with each concessionaire's percentage fee to provide financial relief from events detailed below. These fees are generally based upon the cost of the commodity; i.e., a smaller fee for an inexpensive category such as books, and a higher fee for more expensive items such as jewelry (see attached chart). As each case is slightly different regarding financial terms, those are detailed more specifically in each fiscal impact section. There may or may not be a long-term negative impact on revenues as future sales in the Central Terminal are unknown. For those concessions with locations throughout the airport, this amendment will apply only to those storefronts within the Central Terminal.

TRACK RECORD/MONITOR

All concessionaires are current in their payments to MDAD. The Project Manager is Chief of Aviation Business & Revenue Development Adrian Songer. Note that Westfield Concession Management LLC has not met its goal for reasons outlined in Item 1-9.

BACKGROUND

Pursuant to R-1120-11, the Board approved on December 19, 2011, amendments to the nine Agreements referenced herein. Under those Amendments, the terms of the nine Agreements were

extended to January 31, 2013, and the concessionaires were granted economic relief due to the impact of Capital Improvement Program (CIP) related construction as well as diminished passenger traffic.

The nine Lease and Concession Agreements with the following firms are proposed for amendment as detailed in the 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)

The level of sales of the Central Terminal concessionaires is uncertain in the short-term. Airlines continue to be relocated (primarily from the Central Terminal to the North and South Terminals) as the North Terminal construction program comes to a close. South Terminal airlines are also experiencing rapid growth in international passenger traffic demand. While two South Terminal domestic airlines have been relocated to the Central Terminal, the Central Terminal still only houses 10% of airport passenger traffic. Moreover, the future redevelopment of Central Terminal, its timing, phasing and financing, remain uncertain as such planning is not expected to be completed for another two years. Lacking a project scope and related timeline therefore precludes the development of an RFP for any transition concession program.

These amendments will provide a bridge period through January 31, 2015, until the planning process that will provide a timeline and phasing for any redevelopment of the Central Terminal is completed, and the concession program aligned accordingly. The original MAG will be restored for any Agreements not expiring as of January 31, 2015.

As a result of the above uncertainties, MDAD is recommending to the Board that these concessionaires continue to 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, 2015.

Jack Osterholt, Deputy Mayor

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%

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

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	18%
	Total Central Terminal		

ITEM NO. 1-1

Third 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 of County Commissioners (Board) approve the Third Amendment to the Lease and Concession Agreement for Specialty Retail Transition Program, Package 2 at Miami International Airport (MIA) with BFC Airport Stores, LLC.

FISCAL IMPACT/FUNDING SOURCE
This project generates revenue for the Miami-Dade Aviation Department (MDAD). This Amendment does not have a fiscal impact in that the concessionaire is currently paying to MDAD the assigned concession category fee (as determined by Sub-article 3.02) of gross revenues and will continue to do so. The monthly fee varies by the category of the product sold (see attached chart).

TRACK RECORD/MONITOR
BFC is current in all its obligations and continues to provide excellent services to MIA passengers. Chief of Aviation Business & Revenue Development Adrian Songer will monitor the Agreement.

COMPLIANCE DATA
MDAD Minority Affairs and the County's Department of Small Business Development (SBD) Division report no violations for this firm.

BACKGROUND
Pursuant to R-1455-02, the Agreement with 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 allowing the Concessionaire to modify the premises in order to sell luggage accessories due to then-new Transportation Security Administration ban on liquids over three ounces.

Pursuant to R-1120-11, the Board approved on December 19, 2011, the Second Amendment granting economic relief to the Concessionaire due to the adverse impact of Capital Improvement Program (CIP) related construction and an extension of term until January 31, 2013. That Amendment suspended payment provisions of monthly rent and a Minimum Annual Guarantee (MAG) of $241.00 per square foot and required the Concessionaire to pay MDAD the assigned concession category fee (as determined by Sub-article 3.02) of gross revenues.

This Amendment (Phase 2 of the Central Terminal Relief Program) will provide a bridge period through January 31, 2015, until a new Central Terminal transition concession program can be developed, advertised and awarded. It will also give the Department time to develop the programming for the long-term Central Terminal redevelopment.

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:	Originally five years; the Second Amendment extended the term to January 31, 2013
OPTIONS TO RENEW:	Originally two one-year options to renew
RECOMMENDED MODIFICATION:	Extend the term and economic relief provisions from February 1, 2013, to January 31, 2015, and add termination language consistent with other concession Agreements.
ACDBE GOAL:	21%
CONTRACT MEASURES ACHIEVED AT AWARD:	21%
CURRENT ACDBE FIRMS:	Bright Additions, Inc. (Certified DBE) – 21%
CONTRACT MEASURES ACHIEVED TO DATE:	100% (Bright Additions purchased BFC Airport Stores Inc.) ($1,213,310) YTD July 2012
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

Second 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 of County Commissioners (Board) approve the Second Amendment to the Lease and Concession Agreement for a Non-Exclusive Ice Cream Shop at Miami International Airport (MIA) with Carrie Concessions, Inc. (formerly known as the Carrie Company Inc.).

FISCAL IMPACT/FUNDING SOURCE

This project generates revenue for the Miami-Dade Aviation Department (MDAD). This Amendment does not have a fiscal impact in that concessionaire is currently paying to MDAD the assigned concession category fee (as determined by Sub-article 3.03) of gross revenues and will continue to do so. The monthly fee varies by the category of the product sold (see attached chart).

TRACK RECORD/MONITOR

Carrie Concessions, Inc. is current in all its obligations and continues to provide excellent services for MIA passengers. Aviation Business & Revenue Development Chief Adrian Songer will monitor the Agreement.

COMPLIANCE DATA

MDAD Minority Affairs and the County's Department of Small Business Development (SBD) Division report 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. Pursuant to R-1120-11, the Board approved on December 19, 2011, the First Amendment to the Agreement granting economic relief to the Concessionaire due to the adverse impact of Capital Improvement Program (CIP) related construction and an extension of the term to January 31, 2013. That Amendment suspended payment provisions of monthly rent and a Minimum Annual Guarantee (MAG) of $61,677 and 12% of monthly gross revenues exceeding the minimum monthly guarantee and required the Concessionaire to pay MDAD the assigned concession category fee (as determined by Sub-article 3.03) of gross revenues.

This Amendment (Phase 2 of the Central Terminal Relief Program) will provide a bridge period through January 31, 2015, until a new Central Terminal transition concession program can be developed, advertised and awarded. It will also give the Department time to develop the programming for the long-term Central Terminal redevelopment.

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:	Originally two (2) years; First Amendment extended the term to January 31, 2013
OPTION(S) TO RENEW:	Originally month-to-month basis
RECOMMENDED MODIFICATION:	Extend the term and economic relief provisions from February 1, 2013, to January 31, 2015; and add termination language and provision of a marketing fee payable to MDAD consistent with other concession Agreements.
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% ($1,253,426) YTD July 2012
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 award.
FUNDING SOURCE:	This is a revenue-generating agreement
USER AGENCY:	Miami-Dade Aviation Department

ITEM NO. 1-3

Second Amendment to the Lease and Concession Agreement for a Non-Exclusive Baggage Room Checking Services at Miami International Airport with Communitel, Inc.

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

FISCAL IMPACT/FUNDING SOURCE
This project generates revenue for the Miami-Dade Aviation Department (MDAD). This Amendment does not have a fiscal impact in that concessionaire is currently paying to MDAD the assigned concession category fee (as determined by Sub-article 3.02) of gross revenues and will continue to do so. The monthly fee varies by the category of the product sold (see attached chart).

TRACK RECORD/MONITOR
Communitel is current in all its obligations and continues to provide excellent services for MIA passengers. Chief of Aviation Business & Revenue Development Adrian Songer will monitor the Agreement.

COMPLIANCE DATA
MDAD Minority Affairs and the County's Small Business Development (SBD) Division report 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 Room Checking Services at MIA with Communitel, Inc. Pursuant to R-1120-11, the Board approved on December 19, 2011, the First Amendment to the referenced Agreement granting economic relief to the Concessionaire due to the adverse impact of Capital Improvement Program (CIP) related construction and the extension of term until January 31, 2013. That Amendment suspended payment provisions to MDAD of a Minimum Annual Guarantee (MAG) of $83,930 and payment 15% of monthly gross revenues exceeding the minimum monthly guarantee.

This Amendment (Phase 2 of the Central Terminal Relief Program) will provide a bridge period through January 31, 2015, until a new Central Terminal transition concession program can be developed, advertised and awarded. It will also give the Department time to develop the programming for the long-term Central Terminal redevelopment.

PROJECT:	ITB Baggage Checkroom Services
PROJECT NO.	MDAD0005
PROJECT LOCATION:	Miami International Airport
COMPANY NAME:	Communitel, Inc.

TERM OF AGREEMENT:	Originally, five years; the First Amendment extended the term to January 31, 2013
OPTION(S) TO RENEW:	Month-to-month
RECOMMENDED MODIFICATION:	Extend the term and economic relief provisions from February 1, 2013, to January 31, 2015; and add termination language consistent with other concession Agreements.
CONTRACT MEASURES:	ACDBE goal 15%
ACHIEVED AT AWARD:	100% ACDBE
CURRENT ACDBE FIRMS:	Firm is ACDBE certified
CONTRACT MEASURES ACHIEVED TO DATE:	100% ($575,493) YTD July 2012
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
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

Third 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 of County Commissioners (Board) approve the Third Amendment to the Lease and Concession Agreement (the 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 project generates revenue for the Miami-Dade Aviation Department (MDAD). This Amendment does not have a fiscal impact in that the Concessionaire is currently paying to MDAD the assigned concession category fee (as determined by Sub-article 3.04) of gross revenues and will continue to do so. The monthly fee varies by the category of the product sold (see attached chart).

TRACK RECORD/MONITOR
DFA is current in all its obligations and continues to provide excellent services for MIA passengers. Chief of Aviation Business & Revenue Development Adrian Songer will monitor the Agreement.

COMPLIANCE DATA
MDAD Minority Affairs and the County's Small Business Development (SBD) Division report no violations for this firm.

BACKGROUND
On November 3, 2005, pursuant to Resolution No. R-1226-05, the Board approved the award of a Lease and Concession Agreement with Duty Free Americas Miami, LLC. for duty-and-tax-free services at MIA. On January 21, 2010, pursuant to Resolution No. R-13-10, the Board approved the First Amendment granting economic relief to the Concessionaire due to the adverse impact of Capital Improvement Program (CIP) related South Terminal construction. That Amendment required payment of the lesser of a Minimum Annual Guarantee (MAG) of $20,018,770 or a percentage fee for the first year with the year beginning on the date of beneficial occupancy rather than the effective lease date; and waived monthly rent for the first year from the date of beneficial occupancy.

On December 19, 2011, pursuant to Resolution No. R-1120-11, the Board approved the Second Amendment to the Agreement granting economic relief due to the impact of CIP related Central Terminal construction. That Amendment waived the MAG and percentage of revenue fee those in favor of the percentage category fee on the attached chart. The fee varies by the category of the product sold, with higher cost items warranting a higher fee.

This Amendment (Phase 2 of the Central Terminal Relief Program) will provide a bridge period through January 31, 2015, until a new Central Terminal transition concession program can be developed, advertised and awarded. It will also give the Department time to develop the programming for the long-term Central Terminal redevelopment.

PROJECT:	Duty-and-Tax-Free Concession
PROJECT LOCATION:	Miami International Airport
TERM OF CONTRACT:	Originally nine years; Second Amendment extended to January 31, 2013
OPTIONS TO RENEW:	Originally two one-year options to renew

RECOMMENDED MODIFICATION:	Extend the term and economic relief provisions for Central Terminal Locations E2180, E2778, S3290, F2636 and F2850 from February 1, 2013, to January 31, 2015; clarify the start date of MAG payments for permanent locations and the definition thereof; provide for the payment of additional MAG and rent to MDAD if any additional permanent locations are opened; clarify the definition of "Calculated Blended Percentage Fee"; clarify the annual recalculation of the MAG; update provisions of the MAG performance bond and letter of credit; and add termination language. All of the above conditions bring the Agreement into parity with other concession Agreements.
CONTRACT MEASURE:	30% ACDBE goal.
CONTRACT MEASURE ACHIEVED AT AWARD:	30%
CURRENT ACDBE FIRMS:	Concourse Concessions, Inc., 20% ($18,341,940) Siboney Wine & Spirits Merchants, 10% ($9,170,970)
CONTRACT MEASURE ACHIEVED TO DATE:	30% ($26,385,528) YTD July 2012
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:	Five 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

Second 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 of County Commissioners (Board) approve the Second Amendment to the Lease and Concession Agreement for the Food & Beverage Local Master Operator Developer at Miami International Airport (MIA) with Global Concessions, Inc.

FISCAL IMPACT/FUNDING SOURCE
This project generates revenue for the Miami-Dade Aviation Department (MDAD). This Amendment does not have a fiscal impact in that the Concessionaire is currently paying to MDAD the assigned concession category fee (as determined by Sub-article 3.01 A.2) of gross revenues for Central Terminal Locations: E1098, F2892, G2782, G2040 and S3313 and will continue to do so. The monthly fee varies by the category of the product sold (see attached chart).

TRACK RECORD/MONITOR
Global is current in all its obligations and continues to provide excellent services for MIA passengers. Chief of Aviation Business & Revenue Development Adrian Songer will monitor the Agreement.

COMPLIANCE DATA
MDAD Minority Affairs and the County's Small Business Development (SBD) Division report no violations for this firm.

BACKGROUND
On January 23, 2001, pursuant to R-19-01, the Board approved the award of a Lease and Concession Agreement with Global Concessions, Inc., for the operation of food and beverage space at MIA. On December 19, 2011, pursuant to R-1120-11, the Board approved, the First Amendment to the referenced Agreement granting economic relief to the Concessionaire due to the adverse impact of Capital Improvement Program (CIP) related construction. That Amendment required the Concessionaire to 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 rent until January 31, 2013. Notwithstanding anything to the contrary contained in any other Sub-Article, this MAG adjustment applies only to the Central Terminal concession locations of the Concessionaire.

This Amendment (Phase 2 of the Central Terminal Relief Program) will provide a bridge period through January 31, 2015, until a new Central Terminal transition concession program can be developed, advertised and awarded. It will also give the Department time to develop the programming for the long-term Central Terminal redevelopment.

PROJECT:	Food & Beverage Local Master Operator Developer
PROJECT NO.	Z-88
PROJECT LOCATION:	Miami International Airport

COMPANY NAME:	Global Concessions, Inc.
TERM OF AGREEMENT:	Originally eight years from beneficial occupancy; First Amendment extended to February 1, 2013
OPTION(S) TO RENEW:	Month-to-month basis
RECOMMENDED MODIFICATION:	Extend the term and economic relief provisions from February 1, 2013, to January 31, 2015
CONTRACT MEASURES ACHIEVED AT AWARD:	42.0%
CURRENT ACDBE FIRMS:	Global Concessions Inc. has entered into a joint venture agreement with two Disadvantaged Business Enterprises (DBEs), Gateway Concessions Inc., and Airport Concessions Group, Inc. which comprise 42% of the joint venture and subcontract with Guava & Java's
CONTRACT MEASURES ACHIEVED TO DATE:	34.4% YTD July 2012 Gateway Concessions Inc.12% ($5,266,116) Airport Concessions Group, Inc. 30% ($13,165,291) Guava & Java's sublease 2.4% ($1,090,519)
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

ITEM NO. 1-6

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

RECOMMENDATION
It is recommended that the Board of County Commissioners (Board) approve the Third Amendment to the Lease and Concession Agreement for the Food & Beverage Development at Miami International Airport (MIA) with Host International, Inc.

FISCAL IMPACT/FUNDING SOURCE
This Agreement generates revenue for the Miami-Dade Aviation Department (MDAD). This Amendment does not have a fiscal impact in that the Concessionaire is currently paying to MDAD the assigned concession category fee (as determined by Sub-article 3.01B) of gross revenues and will continue to do so. The monthly fee varies by the category of the product sold (see attached chart).

TRACK RECORD/MONITOR
Host is current in all its obligations and continues to provide excellent services for MIA passengers. Chief of Aviation Business & Revenue Development Adrian Songer will monitor the Agreement.

COMPLIANCE DATA
MDAD Minority Affairs and the County's Small Business Development (SBD) Division report no violations for this firm.

BACKGROUND
Pursuant to R-383-98, the Agreement with Host for the operation of approximately 56,550 square feet of concessions was awarded 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 the term by three years from May 1, 2008, to 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, Inc. and not subject to any amortization or reimbursement.

Pursuant to R-1120-11, the Board approved on December 19, 2011, the Second Amendment to the Agreement granting economic relief to the Concessionaire due to the adverse impact of Capital Improvement Program (CIP) related construction. The Amendment replaced the $5,034,032.90 MAG and rent with the assigned percentage fee (by category ranging from 7% to 19%) of gross revenues, whichever is greater, as determined by Sub-Article 301B, and extended the term of the Agreement to January 31, 2013.

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.

This Amendment (Phase 2 of the Central Terminal Relief Program) will provide a bridge period through January 31, 2015, until a new Central Terminal transition concession program can be developed, advertised and awarded. It will also give the Department time to develop the programming for the long-term Central Terminal redevelopment.

PROJECT: Food & Beverage Development Lease and Concession Agreement

PROJECT NO.	000197
PROJECT LOCATION:	Miami International Airport
COMPANY NAME:	Host International, Inc.
TERM OF AGREEMENT:	Originally 10 years; First Amendment extended the term by three years; Second Amendment extended the term to January 31, 2013
RECOMMENDED MODIFICATION:	Extend the term of the Agreement and the economic relief provisions from February 1, 2013, to January 31, 2015. The Amendment includes other provisions consistent with other current agreements.
ACDBE GOAL:	35.2%
CONTRACT MEASURES ACHIEVED AT AWARD:	35%
CURRENT ACDBE FIRMS:	Master Concessionair, LLC, Host-Tinsley Joint Venture Stinfil Enterprise, Inc.
CONTRACT MEASURES ACHIEVED TO DATE:	48.6% YTD July 2012

Master Concessionair, LLC	38.4%	($10,536,546)
Host-Tinsley Joint Venture	9.2%	($2,515,887)
Stinfil Enterprise, Inc.	1.0%	($277,753)

COMPANY PRINCIPAL:	Laura Anna Babin, Secretary Bernard Nathaniel Brown, Vice President Tom Fricke, President and CEO
GENDER, ETHNICITY & OWNERSHIP BREAKDOWN:	100% owned by HMS Host International, Inc.
COMPANY LOCATION:	Miami International Airport
AGREEMENTS WITH THE COUNTY IN PAST 5 YEARS:	MDAD-04-09 (4) Food & Beverage Locations MDAD-01-07 Bookstore Café Specialty Retail
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

Third 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 of County Commissioners (Board) approve the Third 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.

FISCAL IMPACT/FUNDING SOURCE

This is a revenue-generating contract for the Miami-Dade Aviation Department (MDAD). This Amendment has no fiscal impact in that it continues the economic relief provided for in the Second Amendment, waiving rent payments on locations E2105, F2143, G2135, S3410 and E1188 until January 31, 2013. ICE is currently paying MDAD the greater of a Minimum Annual Guarantee (MAG) of $2,400,580.00 or a fee ranging from 7.3% to 7.8% based on gross revenue.

TRACK RECORD/MONITOR

ICE is current in all its obligations and continues to provide excellent currency exchange services for MIA passengers. Chief of Aviation Business & Revenue Development Adrian Songer will monitor the Agreement.

COMPLIANCE DATA

Inquiries through MDAD Minority Affairs and the County's Small Business Development (SBD) Division reveal that there are no violations for this firm.

BACKGROUND

On December 4, 2007, pursuant to Resolution No. 1296-07, the Board approved the award of a Lease and Concession Agreement with Lenlyn Ltd for the operation of the Foreign Currency Exchange Services. On January 21, 2010, pursuant to Resolution No. R-13-10, the Board approved the First Amendment granting economic relief to the Concessionaire due to the adverse impact of Capital Improvement Program (CIP) related South Terminal construction. That Amendment removed the rent requirement until the first anniversary date of beneficial occupancy for the locations in the South Terminal.

Pursuant to R-1120-11, the Board approved on December 19, 2011, the Second Amendment to the Agreement granting economic relief to the Concessionaire due to the adverse impact of Capital Improvement Program (CIP) related construction. That Amendment waived rent payments on locations E2105, F2143, G2135, S3410 and E1188 until January 31, 2013, but upheld payments to MDAD of the greater of a Minimum Annual Guarantee (MAG) of $2,400,580.00 or a fee ranging from 7.3% to 7.8% based on gross revenue.

This Amendment (Phase 2 of the Central Terminal Relief Program) will extend the economic relief from February 1, 2013, to January 31, 2015, in the case that the two-year option to renew is not executed in December 2012. The Amendment will provide a bridge period until a new Central Terminal transition concession program can be developed, advertised and awarded. It

will also give the Department time to develop the programming for the long-term Central Terminal redevelopment.

PROJECT:	Foreign Currency Exchange & Business Center at MIA
PROJECT NO.	RFP No. MDAD-10-06
PROJECT LOCATION:	Miami International Airport
COMPANY NAME:	Lenlyn Ltd. d/b/a ICE Currency Services USA
TERM OF AGREEMENT:	Five years
OPTION(S) TO RENEW:	One two-year option to renew
RECOMMENDED MODIFICATION:	Extend the term and economic relief provisions to January 31, 2015
CONTRACT MEASURE:	20% Airport Concession Disadvantaged Business Enterprises (ACDBE) goal
CONTRACT MEASURE ACHIEVED:	Airport Retail Management (ARM) 25.7% ($822,239) YTD July 2012
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 (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

Second 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 of County Commissioners (Board) approve the Second 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). This Amendment does not have a fiscal impact in that the Concessionaire is currently paying to MDAD the assigned concession category fee (as determined by Sub-article 3.02) of gross revenues and will continue to do so. The monthly fee varies by the category of the product sold (see attached chart).

TRACK RECORD/MONITOR
Sunglass Hut is current in all its obligations and continues to provide excellent services for MIA passengers. Chief of Aviation Business & Revenue Development Adrian Songer will monitor the Agreement.

COMPLIANCE DATA
MDAD Minority Affairs and the County's Small Business Development (SBD) Division report no violations for this firm.

BACKGROUND
Pursuant to R-1290-03, on December 4, 2003, the Board approved the award of an Agreement to Sunglass Hut Trading LLC for the operation of the sunglass concept of the Specialty Retail Transition Program. Pursuant to R-1120-11, the Board approved on December 19, 2011, the First Amendment to the Agreement providing economic relief to the Concessionaire due to the adverse impact of Capital Improvement Program (CIP) related construction. The Amendment replaced the MAG for Central Terminal Location E2188 with the concession category percentage fee (as determined by Sub-Article 3.02) until January 31, 2013.

This Amendment (Phase 2 of the Central Terminal Relief Program) will provide a bridge period through January 31, 2015, until a new Central Terminal transition concession program can be developed, advertised and awarded. It will also give the Department time to develop the programming for the long-term Central Terminal redevelopment.

PROJECT:	Specialty Retail Transition Program, Concept 1, Sunglasses
PROJECT NO.	ITB No. MDAD 0001A
PROJECT LOCATION:	Miami International Airport
COMPANY NAME:	Sunglass Hut Trading LLC

TERM OF AGREEMENT:	Originally five years. The First Amendment extended the term to January 31, 2013
OPTION(S) TO RENEW:	Originally two one-year options to renew
RECOMMENDED MODIFICATION:	Extend the term and economic relief provisions from February 1, 2013, to January 31, 2015; and add termination language consistent with other concession Agreements.
CONTRACT MEASURES ACHIEVED AT AWARD:	21% ACDBE Goal
CURRENT ACDBE FIRMS:	Corliss Stone-Littles, LLC
CONTRACT MEASURES ACHIEVED TO DATE:	30% ($151,436) YTD July 2012
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

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

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

FISCAL IMPACT/FUNDING SOURCE
This is a revenue-generating contract for Miami-Dade County. This Amendment does not have a fiscal impact in that in that the Concessionaire is currently paying to MDAD the assigned concession category fee (as determined by Sub-article 3.02) and will continue to do so. The monthly fee varies by the category of the product sold (see attached chart). All economic relief provisions benefit the sub-lessees.

MDAD will continue to pay Westfield a marketing fee of 12 percent of its direct cost for the Central Terminal retail concession marketing program.

TRACK RECORD/MONITOR
Westfield is current in all its obligations and continues to provide excellent services for MIA passengers. Chief of Aviation Business & Revenue Development Adrian Songer will monitor the Agreement.

COMPLIANCE DATA
MDAD Minority Affairs and the County's Small Business Development (SBD) Division report no violations for this firm.

BACKGROUND
Pursuant to R-842-04, on July 13, 2004, the Board approved the Agreement with Westfield under which it is responsible for the financing designing, leasing and managing 34 newsstand and specialty retail spaces in the existing MIA Terminal building and Concourses. 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 R-809-09, the Board approved the First Amendment to the Agreement on June 30, 2009, expanding Westfield's marketing services from MIA's Central Terminal to the North and South Terminals.

Pursuant to Resolution R-1120-11, the Board approved on December 19, 2011, the Second Amendment providing economic relief to the Concessionaire due to the adverse impact of Capital Improvement Program (CIP) related construction, and extending the term to January 31, 2013. The Amendment replaced a Minimum Annual Guarantee (MAG) of $ 1,972, 417 with the assigned percentage fee (as determined by Sub-article 3.03).

This Amendment (Phase 2 of the Central Terminal Relief Program) will provide a bridge period through January 31, 2015, until a new Central Terminal transition concession program can be

developed, advertised and awarded. It will also give the Department time to develop the programming for the long-term Central Terminal redevelopment.

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:	Originally, 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. The Second Amendment extended the term to January 31, 2013.
OPTION(S) TO RENEW:	Originally, one two-year extension.
RECOMMENDED MODIFICATION:	The term of the Agreement and economic relief provisions shall be extended from February 1, 2013, to January 31, 2015.
CONTRACT MEASURES ACHIEVED AT AWARD:	31.4% ACDBE Goal
CURRENT ACDBE FIRMS:	ILJ, Corp., Stellar Partners, Inc., I & JC Corp., Jetsetters Spa Inc., Master Concessionair
CONTRACT MEASURES ACHIEVED TO DATE:	*20.05% ($5,026,260) YTD July 2012 <u>ILJ, Corp</u> Airport Wireless 1.99% ($ 499,765) Tech Showcase 1.84% ($ 462,319) <u>Stellar Partners, Inc.</u> Ron Jon 2.15 % ($537,931) Mind-works 2.29% ($573,914) Mercado-Miami 5.29% ($1,326,713) <u>I & JC Corp</u> Bayside Brush 0.90% ($224,561) <u>Jetsetters Spa Inc.</u> Jetsetters Spa 1.14% ($285,133) <u>Master Concessionair</u> Time 4 Shades 2.28% ($572,475) Books 4 Travel 2.17% ($543,449)

COMPANY PRINCIPALS:	John Widdup, Peter Schwartz, Dominic Lowe, Gerry Cecci, Arnold Mayersohn
GENDER, ETHNICITY & OWNERSHIP BREAKDOWN:	Indirect subsidiary of 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

* In a "good faith" correspondence to MDAD, Westfield Concession Management LLC writes, "The uncertainty surrounding the Central Terminal has inhibited Westfield's capability to increase our ACDBE participation due to the inability to execute long term deals with potential ACDBE tenants... In addition the enplanement shifts and decreases as well as the rerouting of pedestrian traffic flow pattern away from the retail walk have a direct impact on the ACDBE subtenants' ability to generate sales." Westfield said it will continue to seek opportunities to increase ACDBE participation.

Westfield
Concession Management

Westfield Concession Management
Miami International Airport
Terminal G, Third Floor G3449
Miami, Florida 33122
T 305-869-4930
F 305-869-4934

August 23, 2012

Milton Collins
Minority Affairs
Miami-Dade Aviation Department
PO Box 025504
Miami, FL 33102

RE: Lease and Concession Agreement dated August 2, 2004, as amended, by and between Miami-Dade County, Florida, acting be and through Miami-Dade Aviation Department, and Westfield Concession Management, LLC (the "Lease")

Dear Mr. Collins:

We have continued to make good faith efforts to meet the ACDBE participation goals set forth in the Lease since our last requested update and Westfield is pleased to provide an overview of our action plan with respect to ACDBE participation during the remaining term of our Lease, which is currently set to expire January 31, 2013. We will continue to use good faith efforts to increase participation in the Central Terminal concession program and to also support the ACDBE participants generate more revenue from their concession operations.

- Commitment to replace any open retail spaces with concepts involving ACDBE participants in order to increase ACDBE participation rate. As spaces have become available in the program, we have and will continue to seek opportunities for ACDBE participation.
    - In September, 2011, Westfield replaced the former Borders concession location with a Books 4 Travel bookstore concept operated by an entity with 100% ACDBE participation.
- We worked continually with our ACDBE consultant, Ken Weeden & Associates and Miami-Dade Aviation Department's Minority Affairs office to determine the eligibility of the Joint Venture involving an ACDBE certified participant and the franchisee for Dunkin Donuts. Unfortunately, structure of the joint venture agreement was not in compliance with the Joint Venture Guidance and thus, the ACDBE participation could not be counted towards the goal.
- Westfield currently has one vacancy in our program and we are using good faith efforts to locate a concept that would be operated by an ACDBE entity or an entity which includes a certified ADCBE participant to fill this vacancy.
- Participation and membership in Airport Minority Advisory Council (AMAC) and other industry organizations where we continually seek to meet and explore opportunities with ACDBE participants.

The uncertainty surrounding the Central Terminal has inhibited Westfield's capability to increase our ACDBE participation due to the inability to execute long term deals with potential ACDBE tenants. Our Lease is currently set to expire January 31, 2013 which is a few short months away. Even with the

Westfield®
Concession Management

proposed two (2) year extension, it is difficult to obtain new deals which require a capital investment. In addition the enplanement shifts and decreases as well as the rerouting of the pedestrian traffic flow pattern away from the retail walk have a direct impact on the ACDBE subtenants' ability to generate sales. However, Westfield will continue to work with Miami-Dade Aviation Department's Minority Affairs office to seek out any opportunities to increase our ACDBE participation.

In closing, we reiterate our commitment to exercise good faith efforts related to ACDBE participation at Miami.

Sincerely,

Tina Jackson

Tina Jackson
General Manager
Westfield Concession Management, LLC

cc: Gerry Cecci
Arnie Mayersohn, Esq.
Iris Messina
Lisa Rolnick, Esq.
Adrian Songer
Abebe Teele

ACDBE COMPLIANCE REPORT

WESTFIELD CONCESSIONS

FISCAL YEAR 2012

No.	FY 2012	Westfield Concession Mg	ILJ, Inc. DBA Airport Wireless	I&JC Corp. Bayside Brush	Stellar Partners Mindwords	Stellar Partners Ron Jon	Stellar Partners Mercado MIA	Jetsetters Spa, Inc.	ILJ Miami Tech Shov	MCA Time 4 Sh	MCA Books 4 Trav	Total DBE Sales	DBE % Sales
1	October	$ 2,594,829	$ 58,248	$ 21,814	$ 72,900	$ 50,954	$ 127,818	$ 27,285	$ 47,667	$ 72,859	$ 56,232	$ 535,777	20.6%
2	November	2,556,945	50,645	22,146	67,720	53,087	133,552	28,481	56,449	66,539	55,427	534,046	20.9%
3	December	2,619,699	46,680	24,483	61,100	53,246	146,137	30,193	42,999	62,041	60,818	527,697	20.1%
4	January	2,670,168	41,204	24,671	57,306	48,252	149,233	29,229	37,270	56,576	58,316	502,057	18.8%
5	February	2,388,624	49,536	19,961	51,529	51,135	117,175	29,272	34,433	57,341	49,414	459,796	19.2%
6	March	2,812,053	53,868	24,669	56,469	66,736	138,723	32,090	54,270	56,932	54,282	538,039	19.1%
7	April	2,686,995	52,947	22,885	49,038	61,364	134,767	27,556	47,751	56,664	54,523	507,495	18.9%
8	May	2,472,612	46,354	22,413	55,182	52,980	120,968	28,622	49,921	55,596	50,621	482,657	19.5%
9	June	2,134,436	46,675	20,502	51,877	46,581	130,404	26,626	42,682	43,469	50,293	459,109	21.5%
10	July	2,123,093	53,608	21,017	50,793	53,596	127,936	25,779	48,877	44,458	53,523	479,587	22.6%
11	August												
12	September												
	YTD- Total	$ 28,059,454	$ 499,765	$ 224,561	$ 573,914	$ 537,931	$ 1,326,713	$ 285,133	$ 462,319	$ 572,475	$ 543,449	$ 5,026,260	20.1%
	DBE Goal =		5.0%	2.0%	3.7%	6.0%	9.1%	0.0%	0.0%	0.0%	0.0%		31.4%
	DBE YTD Achievement		1.99%	0.90%	2.29%	2.15%	5.29%	1.14%	1.84%	2.28%	2.17%		20.1%

Total revenue for Stellar Partners three stores

Total:	$ 2,438,558

Total revenue for MCA two stores

Total:	$ 1,115,924

MEMORANDUM

(Revised)

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

DATE: November 8, 2012

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

SUBJECT: Agenda Item No. 8(A)(9)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

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

_____ **No committee review**

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

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(A)(9)
11-8-12

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF AMENDMENTS TO THE LEASE AND CONCESSION AGREEMENTS IN THE CENTRAL TERMINAL AT MIAMI INTERNATIONAL AIRPORT BETWEEN MIAMI-DADE COUNTY AND BFC AIRPORT STORES LLC, CARRIE CONCESSIONS INC., COMMUNITEL INC., DUTY FREE AMERICAS, LLC, GLOBAL CONCESSIONS LLC, HOST INTERNATIONAL, INC., LENLYN LTD., D/B/A ICE CURRENCY SERVICES USA, SUNGLASS HUT TRADING LLC, AND WESTFIELD CONCESSION MANAGEMENT LLC, EXTENDING THE TERM OF SUCH AGREEMENTS THROUGH JANUARY 13, 2015, AND AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board authorizes the execution of amendments to nine Lease and Concession Agreements for concessions located in the Central Terminal, providing for extensions of such Agreements through January 31, 2015, and which provides other relief, between Miami-Dade County and BFC Airport Stores LLC, Carrie Concessions Inc., Communitel Inc., Duty Free Americas, LLC, Global Concessions LLC, Host International Inc., Lenlyn Ltd., d/b/a ICE Currency Services USA, Sunglass Hut Trading LLC, and Westfield Concession Management LLC, and authorizing the Mayor or Mayor's designee to exercise any and all other rights conferred therein. >>Additionally, the Mayor or Mayor's designee is authorized to, at the termination of these Agreements, and after notice to the

Board of County Commissioners, extend these contracts on a month to month basis pending completion of Central Terminal Procurement process.<<[1]

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 8th day of November, 2012. 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. for DMM

David M. Murray

[1] Committee amendments are indicated as follows: Words stricken through and/or [[double bracketed]] are deleted, words underscored and/or >>double arrowed<< are added.

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

THIS THIRD AMENDMENT to the Lease and Concession Agreement for Concession Services (the "Third Amendment") is made and entered into this _____ day of _____, 2012, 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, by Resolution No. 953-07, passed and adopted September 4, 2007, the Board of County Commissioners of Miami-Dade County, Florida authorized a First Amendment which modified the use of premises provision to permit the sale of luggage and travel accessories.

WHEREAS, by Resolution No. 1120-11, passed and adopted December 19, 2011, the Board of County Commissioners of Miami-Dade County, Florida authorized a Second Amendment which extended the Term to January 31, 2013 and abated the Minimum Annual Guarantee and Rent from November 1, 2009 until January 31, 2013.

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 any subsequent solicitation that will occur.

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

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

   The Term of this Agreement shall be extended until 11:59 P.M. January 31, 2015.

2. Modify the sixth paragraph of Sub-article 3.01 entitled "MINIMUM ANNUAL GUARANTEE (MAG) as follows:

   Commencing on February 1, 2013, 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 <u>until January 31, 2015.</u>

3. Add Sub-article 3.20 as follows:

3.20 CONCESSION MARKETING FEE: A concession marketing fee of one half (1/2) of one percent (1%) of Gross Revenues will be assessed annually to be paid to the Department monthly, beginning the month following the first Location opening on the twentieth (20th) of each month to be used for marketing the concessions at the Airport.

4. Add Sub-articles 12.04 and 12.05 as follows:

12.04 TERMINATION FOR CAUSE: The Department may terminate this Agreement, effective immediately if: (i) the Concessionaire attempts to meet its contractual obligation(s) with the County through fraud, misrepresentation or material misstatement; or (ii) a principal of the Concessionaire is convicted of a felony during the Term or any Extensions thereof if applicable, of (iii) if the Concessionaire is found to have submitted a false certification or to have been, or is subsequently during the term of this Agreement, placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. The Department may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or joint venture or other entity has with the County and that such individual, corporation or joint venture or other entity shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees.

The foregoing notwithstanding, any individual, firm, corporation, joint venture, or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be disbarred from County contracting for up to five (5) years in accordance with the County's debarment procedures. The Concessionaire may be subject to debarment for failure to perform, and all other reasons set forth in § 10-38 of the Code of Miami-Dade County, Florida (the "Code").

12.05 TERMINATION FOR CONVENIENCE: The Department, in addition to the rights and options to terminate for cause, or any other provisions set forth in this Agreement, retains the right to terminate this Agreement upon thirty (30) days written notice at its sole option at any time for convenience, without cause, when in its sole discretion it deems such termination is in the best interest of the Department. In such circumstance, the County will solely be responsible for paying the amortized costs of any improvements constructed by Concessionaire, but the County shall not be responsible for any other costs or damages, including but not limited to lost profits, loss of opportunity, borrowing costs, carrying costs, damage to reputation, loss of goodwill, or loss of income.

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

6. In consideration of the approval and full execution of this Third 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 Third Amendment. Notwithstanding the preceding, this release shall not apply to claims, debts, or causes of action which accrue after the execution of this Third Amendment.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

CONCESSIONAIRE

BFC AIRPORT STORES LLC.
(Legal Name of Corporation)

By: _____
Authorized Officer - Signature

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

ATTEST:
Secretary_____
(Signature and Seal)

_____
(Type Name & Title)

BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

By: _____
Mayor

Attest: Harvey Ruvin, Clerk

By: _____
Deputy Clerk

Approved for Form
and Legal Sufficiency

_____
Assistant County Attorney

SECOND AMENDMENT TO
LEASE AND CONCESSION AGREEMENT FOR
CONCESSION SERVICES WITH CARRIE CONCESSIONS, 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 _____, 2012, 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, by Resolution No. 1120-11, passed and adopted December 19, 2011, the Board of County Commissioners of Miami-Dade County, Florida authorized a First Amendment which extended the Term to January 31, 2013 and abated the Minimum Annual Guarantee and annual rent for Central Terminal Location E2144, from November 1, 2009 until January 31, 2013.

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 any subsequent solicitation that will occur.

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 third paragraph to Sub-Article 1.01, TERM, as follows:

   The Term of this Agreement shall be extended until 11:59 P.M. January 31, 2015.

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

   Commencing on February 1, 2013, 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 <u>until January 31, 2015</u>.

3. Modify the 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, 2015.

4. Add Sub-article 3.16 as follows:

3.16 **CONCESSION MARKETING FEE:** A concession marketing fee of one half (1/2) of one percent (1%) of Gross Revenues will be assessed annually to be paid to the Department monthly, beginning the month following the first Location opening on the twentieth (20th) of each month to be used for marketing the concessions at the Airport.

5. Add Sub-articles 12.06 and 12.07 as follows:

12.06 **TERMINATION FOR CAUSE:** The Department may terminate this Agreement, effective immediately if: (i) the Concessionaire attempts to meet its contractual obligation(s) with the County through fraud, misrepresentation or material misstatement; or (ii) a principal of the Concessionaire is convicted of a felony during the Term or any Extensions thereof if applicable, of (iii) if the Concessionaire is found to have submitted a false certification or to have been, or is subsequently during the term of this Agreement, placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. The Department may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or joint venture or other entity has with the County and that such individual, corporation or joint venture or other entity shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees.

The foregoing notwithstanding, any individual, firm, corporation, joint venture, or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be disbarred from County contracting for up to five (5) years in accordance with the County's debarment procedures. The Concessionaire may be subject to debarment for failure to perform, and all other reasons set forth in § 10-38 of the Code of Miami-Dade County, Florida (the "Code").

12.07 **TERMINATION FOR CONVENIENCE:** The Department, in addition to the rights and options to terminate for cause, or any other provisions set forth in this Agreement, retains the right to terminate this Agreement upon thirty (30) days written notice at its sole option at any time for convenience, without cause, when in its sole discretion it deems such termination is in the best interest of the Department. In such circumstance, the County will solely be responsible for paying the amortized costs of any improvements constructed by Concessionaire, but the County shall not be responsible for any other costs or damages, including but not limited to lost profits, loss of opportunity, borrowing costs, carrying costs, damage to reputation, loss of goodwill, or loss of income.

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

7. In consideration of the approval and full execution of this 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

CARRIE CONCESSIONS INC
(Legal Name of Corporation)

By: Brenda Rivers
Authorized Officer - Signature

Name: Brenda Rivers
President / CEO
(Type Name & Title)

ATTEST:
Secretary NO SEAL
(Signature and Seal)

G. Agna-Long
(Type Name & Title)

G. AGNA-LONG
Notary Public - State of Florida
My Comm. Expires May 23, 2016
Commission # EE 102171
Bonded Through National Notary Assn.

BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

By: _____
Mayor

Attest: Harvey Ruvin, Clerk

By: _____
Deputy Clerk

Approved for Form
and Legal Sufficiency

_____
Assistant County Attorney

SECOND AMENDMENT TO
LEASE AND CONCESSION AGREEMENT FOR
CONCESSION SERVICES WITH COMMUNITEL, 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 _____, 2012, 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, by Resolution No. 1120-11, passed and adopted December 19, 2011, the Board of County Commissioners of Miami-Dade County, Florida authorized a First Amendment which extended the Term to January 31, 2013 and abated the Minimum Annual Guarantee and Rent from November 1, 2009 until January 31, 2013.

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 any subsequent solicitation that will occur.

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 third paragraph to Sub-Article 1.01, TERM, as follows:

   The Term of this Agreement shall be extended until 11:59 P.M. January 31, 2015.

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

   Commencing on February 1, 2013, 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, 2015.

3. Add Sub-articles 11.05 and 11.06 as follows:

   11.05 **TERMINATION FOR CAUSE:** The Department may terminate this Agreement, effective immediately if: (i) the Concessionaire attempts to meet its contractual obligation(s) with the County through fraud, misrepresentation or material misstatement; or (ii) a principal of the Concessionaire is convicted of a felony during the Term or any Extensions thereof if applicable, of (iii) if the Concessionaire is found to have submitted

a false certification or to have been, or is subsequently during the term of this Agreement, placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. The Department may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or joint venture or other entity has with the County and that such individual, corporation or joint venture or other entity shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees.

The foregoing notwithstanding, any individual, firm, corporation, joint venture, or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be disbarred from County contracting for up to five (5) years in accordance with the County's debarment procedures. The Concessionaire may be subject to debarment for failure to perform, and all other reasons set forth in § 10-38 of the Code of Miami-Dade County, Florida (the "Code").

11.06 **TERMINATION FOR CONVENIENCE:** The Department, in addition to the rights and options to terminate for cause, or any other provisions set forth in this Agreement, retains the right to terminate this Agreement upon thirty (30) days written notice at its sole option at any time for convenience, without cause, when in its sole discretion it deems such termination is in the best interest of the Department. In such circumstance, the County will solely be responsible for paying the amortized costs of any improvements constructed by Concessionaire, but the County shall not be responsible for any other costs or damages, including but not limited to lost profits, loss of opportunity, borrowing costs, carrying costs, damage to reputation, loss of goodwill, or loss of income.

4. Except for the aforementioned modifications, and in all other respects, the Agreement, including the provisions stipulated in this Second 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 this 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.

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

CONCESSIONAIRE

Communitel, Inc.
(Legal Name of Corporation)

By: _____
Authorized Officer - Signature

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

ATTEST:
Secretary _____
(Signature and Seal)

Pedro R Pelaez - Secretary
(Type Name & Title)

BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

By: _____
Mayor

Attest: Harvey Ruvin, Clerk

By: _____
Deputy Clerk

Approved for Form
and Legal Sufficiency

_____
Assistant County Attorney

RECEIVED
AUG 07 2012
AIRPORT CONCESSION
BUSINESS DEVELOPMENT

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

THIS THIRD AMENDMENT (the "Third Amendment") to the Lease and Concession Agreement for Duty and Tax Free (the "Lease and Concession Agreement") is made and entered into this _____ day of _____, 2012, 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 Duty and Tax Free Concession 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 Third Amendment agree as follows:

1. Amend third paragraph, second sentence to Sub-Article 3.01 "**MINIMUM ANNUAL GUARANTEE** " (MAG) as follows:

   The MAG payment is due and payable for all permanent locations, that have received Beneficial Occupancy or for which 180 days have elapsed after the Turnover Date, whichever occurs first.

   For purpose of clarification, any locations that is operational for a continuous period of twelve months, is to be considered permanent.

2. 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 calculated blended 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, 2015. Notwithstanding anything to the contrary contained in Sub-Article

3.01, or in any other Sub-Article, this MAG adjustment applies only to the aforementioned Central Terminal concession permanent locations of the Concessionaire.

The term Calculated Blended Percentage Fee means the blended approach methodology, as defined in sub-article 3.04 of the agreement, used to calculate the percentage fee of gross revenues for each month for all the stores combined.

If at any time, before January 31, 2015 another permanent location is added in the Central Terminal, the MAG will apply.

3. Sub-Article 3.03 "**RECALCULATION OF MINIMUM ANNUAL GUARANTEE**" is hereby been replaced in its entirety as follows:

   The Minimum Annual Guarantee shall be recalculated annually on January 1st based on the last Fiscal Year statistics reflecting the change between the most recent twelve months to the previous year International Enplanements as compiled by the Department. This percentage change will be applied to the MAG to arrive at the new MAG for the current year. In the event of any overpayment or underpayment, the Department shall credit the Concessionaire with such overpayment or the Concessionaire shall remit to the Department such underpayment within forty-five (45) calendar days from receipt of notification from the Department, as appropriate.

4. 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 B2180, B2778, S3290, F2636 and F2850 (only) until January 31, 2015. 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 above indicated Central Terminal concession permanent locations of the Concessionaire.

   If at any time, before January 31, 2015 another permanent location is added in the Central Terminal, the Rent will apply.

5. Sub-Article 3.09 "**MAG PERFORMANCE BOND**" is hereby deleted and replaced on its entirety as follows:

   MAG PERFORMANCE BOND: Within thirty (30) Days of the Effective Date of this Agreement, the Concessionaire shall provide the Department a Performance Bond to guarantee payment of the MAG and Annual Rent and if any, of rental for the lease of support and storage spaces. Concessionaire shall keep such Performance Bond in full force and effect during the Term and any Extension of this Agreement, as applicable, and thereafter until all financial obligations, reports or other requirements of this Agreement are satisfied. The Performance Bond shall be a surety bond. In the alternative, an irrevocable letter of credit, or other form of security acceptable to the Department may be furnished. Any such form of security instrument shall be endorsed as to be readily

negotiable by the Department for the payments required hereunder. The Performance Bond or other security instrument shall be effective for the current year of operation with automatic renewal for each of the remaining years under this Agreement, including any extensions naming the County as obligee and issued by a surety company or companies in such form as approved by the County Attorney. The amount of the Performance Bond or other security instrument shall initially be in an amount equal to seventy-five percent (75%) of the MAG amount after taking into account any adjustments in the Central and South Terminal, and seventy-five percent (75%) of any annual rental, including but not limited to permanent/temporary locations, support/storage spaces and applicable taxes as set forth in **Sub-Article 3.05 "Annual Rental"**. Thereafter, the amount of the Performance Bond shall be adjusted every January 1, to reflect any increases in the MAG and rent for leased spaces.

The Department may draw upon such form of security instrument, if the Concessionaire fails to pay any monies or perform any obligations required hereunder following applicable notice and cure periods specified herein. Upon notice of any such draw, Concessionaire shall immediately replace the Performance Bond with a new Performance Bond in the full amount of the Performance Bond required hereunder. A failure to renew the Performance Bond, or increase the amount of the Performance Bond, or other forms of security instrument, if required due to such draw, shall (i) entitle the Department to draw down the full amount of such Performance Bond, and (ii) be in default of this Agreement entitling Department to all available remedies. Provided Concessionaire is not in default and fully complies with all the payment requirements of this Agreement, the payment security instrument will be returned to Concessionaire within one hundred eighty (180) Days after the end of the Term or any Extension of the Term.

A. All required bonds shall be written through surety insurers authorized to do business in the State of Florida as Surety, with the following qualifications as to strength and financial size according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

Bond (Total Contract) Amount	Best's Rating
$ 500,001 to $1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,000 to 10,000,000	A VIII
Over $10,000,000	A IX

B. Surety companies not otherwise qualifying with this paragraph may optionally qualify by:

1) Certifying that the surety is otherwise in compliance with the Florida Insurance Code, and
2) Providing a copy of the currently valid Certificate of Authority issued by the United States Department of Treasury under ss. 31 U.S.C. 9304-9308.

Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.

C. For bonds in excess of $500,000 the above provisions will be adhered to, plus the surety insurer must have been listed on the U.S. Treasury list for at least three consecutive years, or currently hold a valid Certificate of Authority of at least 1.5 million dollars and listed on the Treasury list.

D. The attorney-in-fact or other officer who signs the bond for a surety company must file with such bond a certified copy of his/her power of attorney authorizing him/her to do so.

The required bonds shall be written by or through and shall be countersigned by, a licensed Florida agent of the surety insurer, pursuant to Section 624.425 of the Florida Statutes.

The Bonds shall be delivered to the Department as indicated above.

In the event the Surety on the Bond given by the Concessionaire becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in its State of domicile or the State of Florida suspended or revoked as provided by law the Concessionaire must provide a good and sufficient replacement bond.

Cancellation of any bond, or non-payment by the Concessionaire of any premium for any bond required by this Contract shall constitute a breach of this Contract. In addition to any other legal remedies, the Department at its sole option may terminate this Contract.

6. Sub-Article 3.24 **"PAYMENT SECURITY"** is hereby deleted and replaced on its entirety as follows:

PAYMENT SECURITY: Within thirty (30) Days of the Effective Date of this Agreement, the Concessionaire shall provide the Department with an irrevocable standby letter of credit in the format approved by the Department or cash for the payments required by this Sub-Article in an initial amount equal to twenty-five percent (25%) of the MAG amount, after taking into account any adjustments in the Central and South Terminal, provided for in **Sub-Article 3.01 "Minimum Annual Guarantee"**, and twenty-five percent (25%) of any annual rental including but not limited to permanent/temporary locations, support/storage spaces and applicable taxes for leased

spaces as set forth in **Sub-Article 3.05 "Annual Rent"**. Thereafter the amount of the payment security shall be adjusted every January 1, to reflect any increases in the MAG and rental of leased spaces. The payment security shall be kept in full force throughout the Term and any Extension(s) of this Agreement thereof. The Department may draw upon such payment security instrument if the Concessionaire fails to make the payments secured by this Sub-Article. Upon notice of any such draw, Concessionaire shall immediately replace the payment security with a new payment security in the full amount of the payment security required hereunder. A failure to renew the payment security, or increase the amount of the payment security, if required pursuant hereto, shall (i) entitle the Department to draw down the full amount of such payment security, and (ii) shall constitute a default of this Agreement as set forth in **Sub-Article 12.02 "Payment Default"**, entitling Department to all available remedies.

The Department will consider acceptance of a surety bond in lieu of a letter of credit or cash, only under the following conditions:

1) That the surety bond remains at or above the Department's credit rating requirements pursuant to the specifications indicated in Sub-Article 3.09 "MAG Performance Bond".
2) That the right to continue acceptance of a 100% surety bond (75% for the Performance Bond and 25% for the Payment Security) funding be contingent on prompt payment of the "Minimum Annual Guarantee" and/or "Annual Rental", with revocation if there are two instances of late payment (more than thirty days over the past due date) within two consecutive years.

Only, under the above premises and without rebuttal by the Concessionaire, the Department will entertain the substitution of the security instruments.

7. Add Sub-article 12.04 as follows:

12.04 TERMINATION FOR CAUSE: The Department may terminate this Agreement, effective immediately if: (i) the Concessionaire attempts to meet its contractual obligation(s) with the County through fraud, material misrepresentation or material misstatement; or (ii) a principal of the Concessionaire is convicted of a felony during the Term or any Extensions thereof if applicable; provided that, in the event any principal holding a minority ownership interest (i.e., less than 50%) in Concessionaire is convicted of a felony during the Term or any Extensions thereof, if applicable, the Department shall not have the right to terminate this Agreement as aforesaid, so long as said principal transfers or forfeits its ownership interest in Concessionaire within ten (10) days following such felony conviction; or (iii) the Concessionaire is found to have submitted a false certification or to have been, or is subsequently during the term of this Agreement, placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. The Department may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or joint venture or other entity has with the County and that such individual, corporation or joint venture or other entity shall be responsible for all

direct and indirect costs associated with such termination, including attorney's fees.

The foregoing notwithstanding, any individual, firm, corporation, joint venture, or other entity which attempts to meet its contractual obligations with the County through fraud, material misrepresentation or material misstatement may be disbarred from County contracting for up to five (5) years in accordance with the County's debarment procedures. The Concessionaire may be subject to debarment for failure to perform, and all other reasons set forth in § 10-38 of the Code of Miami-Dade County, Florida (the "Code").

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

9. In consideration of the approval and full execution of this Third Amendment to the Lease and Concession Agreement, each party (the "Releasing Party") does hereby release and forever discharge the other party and all of its officers and employees (collectively, the "Released Party") from any and all known actions, claims, causes of action, or debts (collectively, "Claims") which the Releasing Party may or could assert related to (i) operational issues in connection with the Locations, (ii) the County's operation of the Concourse or Terminals E, F, and G, or (iii) the issues or matters set forth in this Third Amendment. Notwithstanding the preceding, this release shall not apply to Claims which (x) accrue after the execution of this Third Amendment, (y) arise in connection with a breach of this Third Amendment, or (z) cannot be released by law. Additionally, nothing contained herein shall waive or release any claims the County may have regarding payments required pursuant to the Agreement, or for claims related to Concessionaire fraud or misrepresentation.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

OPERATOR

DUTY FREE AMERICAS MIAMI, LLC

By: Duty Free Americas Airports, Inc., its Managing Member

By: _____
Simon Falic
Chief Operating Officer

ATTEST:
Secretary _____
David Taney
General Counsel

BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

By: _____
Mayor

Attest: Harvey Ruvin, Clerk

By: _____
Deputy Clerk

Approved for Form
and Legal Sufficiency

_____
Assistant County Attorney

SECOND AMENDMENT TO
LEASE AND CONCESSION AGREEMENT FOR
CONCESSION SERVICES WITH GLOBAL CONCESSIONS, 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 _____, 2012, 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 Second Amendment agree as follows:

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

   Commencing on February 1, 2013, 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, 2015. 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 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.

OPERATOR

Global Concession, Inc.
(Legal Name of Corporation)

ATTEST:
Secretary _____
(Signature and Seal)

By: _____
Authorized Officer - Signature

Felipe A. Valls, Jr. Sec.
(Type Name & Title)

Name: Felipe A. Valls, Jr.
President
(Type Name & Title)

BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

By: _____
Mayor

Approved for Form
and Legal Sufficiency

Attest: Harvey Ruvin, Clerk

By: _____
Deputy Clerk

_____
Assistant County Attorney

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

THIS THIRD AMENDMENT to the Lease and Concession Agreement for Concession Services (the "Third Amendment") is made and entered into this _____ day of _____, 2012, 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, by Resolution No. 1164-07, passed and adopted October 16, 2007, the Board of County Commissioners of Miami-Dade County, Florida authorized a First Amendment which, among other things, required an investment by Host of $2,000,000.

WHEREAS, by Resolution No. 1120-11, passed and adopted December 19, 2011, the Board of County Commissioners of Miami-Dade County, Florida authorized a Second Amendment which extended the Term to January 31, 2013 and abated the Minimum Annual Guarantee and Rent from November 1, 2009 until January 31, 2013.

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 any subsequent solicitation that will occur.

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

1. Add as third paragraph to Sub-Article 1.01, Terms and Extensions, as follows:

   The Lease Term for this agreement shall be extended until 11:59 P.M. January 31, 2015.

2. Modify the third paragraph of Sub-article 3.01 entitled "MINIMUM ANNUAL GUARANTEES AND OPPORTUNITY FEES as follows:

   Commencing on February 1, 2013, Concessionaire shall pay the assigned concession category percentage fee (as determined by Sub-article 3.01B) of Gross Revenues in lieu of the MAG or Rent <u>until January 31, 2015.</u>

3. Add Sub-articles 12.07 and 12.08 as follows:

   12.07 TERMINATION FOR CAUSE: The Department may terminate this

Agreement, effective immediately if: (i) the Concessionaire attempts to meet its contractual obligation(s) with the County through fraud, misrepresentation or material misstatement; or (ii) a principal of the Concessionaire is convicted of a felony during the Term or any Extensions thereof if applicable, of (iii) if the Concessionaire is found to have submitted a false certification or to have been, or is subsequently during the term of this Agreement, placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.. The Department may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or joint venture or other entity has with the County and that such individual, corporation or joint venture or other entity shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees.

The foregoing notwithstanding, any individual, firm, corporation, joint venture, or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be disbarred from County contracting for up to five (5) years in accordance with the County's debarment procedures. The Concessionaire may be subject to debarment for failure to perform, and all other reasons set forth in § 10-38 of the Code of Miami-Dade County, Florida (the "Code").

12.08 **TERMINATION FOR CONVENIENCE:** The Department, in addition to the rights and options to terminate for cause, or any other provisions set forth in this Agreement, retains the right to terminate this Agreement upon thirty (30) days written notice at its sole option at any time for convenience, without cause, when in its sole discretion it deems such termination is in the best interest of the Department. In such circumstance, the County will solely be responsible for paying the amortized costs of any improvements constructed by Concessionaire, but the County shall not be responsible for any other costs or damages, including but not limited to lost profits, loss of opportunity, borrowing costs, carrying costs, damage to reputation, loss of goodwill, or loss of income.

4. Except for the aforementioned modifications, and in all other respects, the Agreement, including the provisions stipulated in the Third 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 Third Amendment to the Lease and Concession Agreement for Concession Services 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 Lease and Concession Agreement for Concession Services 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 Third Amendment. Notwithstanding the preceding, this release

shall not apply to claims, debts, or causes of action which accrue after the execution of this Third Amendment.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

CONCESSIONAIRE

Host International, Inc.
(Legal Name of Corporation)

By: _____
Authorized Officer - Signature

Name: RICHARD KUNKLE
Authorized Signatory

_____
(Type Name & Title)

ATTEST:
Secretary _____
(Signature and Seal)

Laura A. Babin
Secretary
_____
(Type Name & Title)

BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

By: _____
Mayor

Attest: Harvey Ruvin, Clerk

By: _____
Deputy Clerk

Approved for Form
and Legal Sufficiency

_____
Assistant County Attorney

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

THIS THIRD AMENDMENT to the Lease and Concession Agreement for Foreign Currency Exchange and Business Center (the "Third Amendment") is made and entered into this _____ day of _____, 2012, 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. Modify the fourth paragraph to Sub-Article 3.06 ANNUAL RENT as follows:

   Commencing on February 1, 2013, Concessionaire shall not be required to pay annual rent for Central Terminal Locations E2105, F2143, G2135, S3410 and E1188 until December 4, 2014 (end of initial Term of the Agreement) or January 31, 2015, provided the extension period pursuant to the agreement is granted. 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 Third 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 Third 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 Third Amendment. Notwithstanding the preceding, this release shall not apply to claims, debts, or causes of action which accrue after the execution of this Third Amendment.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

CONCESSIONAIRE

Lenlyn Ltd

(Legal Name of Corporation)

ATTEST:
Secretary

(Signature and Seal)

By:

Authorized Officer - Signature

Ramon Ortega Secretary

(Type Name & Title)

Name: Bharat Shah

Senior VP

(Type Name & Title)

BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

By: _____
Mayor

Approved for Form
and Legal Sufficiency

Attest: Harvey Ruvin, Clerk

By: _____
Deputy Clerk

_____
Assistant County Attorney

SECOND AMENDMENT TO
LEASE AND CONCESSION AGREEMENT FOR
CONCESSION SERVICES WITH SUNGLASS HUT TRADING 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 _____, 2012, 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, by Resolution No. 1120-11, passed and adopted December 19, 2011, the Board of County Commissioners of Miami-Dade County, Florida authorized a First Amendment which extended the Term to January 31, 2013 and abated the Minimum Annual Guarantee and Rent for the Central Terminal location from November 1, 2009 until January 31, 2013.

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 any subsequent solicitation that will occur.

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 third paragraph to Sub-Article 1.01, TERM, as follows:

   The Term of this Agreement shall be extended until 11:59 P.M. January 31, 2015.

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

   Commencing on February 1, 2013, Concessionaire shall pay the assigned concession category percentage fee of 18% (as determined by Sub-Article 3.02) of Gross Revenues in lieu of the MAG and Rent until January 31, 2015.

3. Add Sub-article 12.04 as follows:

12.04 **TERMINATION FOR CAUSE:** The Department may terminate this Agreement, effective immediately if: (i) the Concessionaire attempts to meet its contractual obligation(s) with the County through fraud, misrepresentation or material misstatement; or (ii) a principal of the Concessionaire is convicted of a felony during the Term or any Extensions thereof if applicable, of (iii) if the Concessionaire is found to have submitted a false certification or to have been, or is subsequently during the term of this Agreement, placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.. The Department may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or joint venture or other entity has with the County and that such individual, corporation or joint venture or other entity shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees.

The foregoing notwithstanding, any individual, firm, corporation, joint venture, or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be disbarred from County contracting for up to five (5) years in accordance with the County's debarment procedures. The Concessionaire may be subject to debarment for failure to perform, and all other reasons set forth in § 10-38 of the Code of Miami-Dade County, Florida (the "Code").

4. 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.

5. 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.

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

CONCESSIONAIRE

SUNGLASS HUT TRADING LLC
(Legal Name of Corporation)

ATTEST:
Secretary _____
(Corporate Seal)
Assistant Secretary

By: _____
Authorized Officer - Signature

Michael J. Nevins
Name: Senior Vice President, Real Estate

_____
(Type Name & Title)

_____
(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

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

THIS THIRD AMENDMENT to the Lease and Concession Agreement (the "Third" Amendment") is made and entered into this ___ day of _____, 2012, by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, acting by and through its Aviation Department (the "County" or "Department") and **WESTFIELD CONCESSION MANAGEMENT, LLC**, formerly known as Westfield Concession Management, Inc., a Delaware limited liability company (the "Developer").

RECITALS

WHEREAS, by Resolution No. R-842-04, passed and adopted July 13, 2004, the Board of County Commissioners of Miami-Dade County, Florida authorized a Lease and Concession Agreement for the Central Terminal Retail Developer to provide to the County leasing and concession development and management services for the implementation of a retail concession program for the Central Terminal at Miami International Airport; and

WHEREAS, by Resolution No. 809-09, passed and adopted June 30, 2009, the Board of County Commissioners of Miami-Dade County, Florida authorized a First Amendment which allowed the Developer to expand its marketing services being provided for the concession program in the Central Terminal to provide such marketing services for the concession program in both the North and South Terminals at Miami International Airport; and

WHEREAS, by Resolution No. 1120-11, passed and adopted December 19, 2011, the Board of County Commissioners of Miami-Dade County, Florida authorized a Second Amendment which, among other things, extended the Term of the Lease and Concession Agreement to January 31, 2013, abated the Minimum Annual Guarantee Rent from November 1, 2009 until January 31, 2013 and adjusted the marketing management fee to an amount equal to sixteen percent (16%) of all expenditures in MDAD's Airport-wide concession marketing program for program administration (the "Marketing Management Fee"); and

WHEREAS, the Lease and Concession Agreement, as amended by the First Amendment and Second Amendment, respectively, is hereinafter referred to collectively as the "Agreement"; 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 any subsequent solicitation that will occur.

NOW THEREFORE, for and in consideration of the premises, and the mutual covenants herein contained, the parties to this Third Amendment agree as follows:

1. Term Extension. The Term of the Agreement has previously been extended and is currently set to expire on January 31, 2013. 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 two (2) years commencing February 1, 2013 and expiring at 11:59 P.M., local time on January 31, 2015. Sub-Article 1.02, EXTENSION is hereby amended by adding a new fifth paragraph as follows:

> "The Extended Term is hereby further extended commencing February 1, 2013 and expiring at 11:59 P.M., local time, January 31, 2015.

2. Abatement of Minimum Annual Guarantee. Pursuant to the Second Amendment to the Agreement, the County agreed to completely abate the Developer's MAG and MMG, respectively during the Abatement Period (defined as the period from November 1, 2009 and continuing through January 31, 2013). The County hereby agrees that the Abatement Period is hereby further extended commencing February 1, 2013 and continuing through January 31, 2015 ("Extended Abatement Period"). The terms and provisions of Paragraph 2 of the Second Amendment shall remain in full force and effect during the Extended Abatement Period.

3. Marketing Program. The County shall continue to pay the Marketing Management Fee to the Developer during the Extended Term in accordance with Paragraph 3 of the Second Amendment.

4. Further Modifications to the Agreement. The parties agree to modify certain Sub-articles as follows:

(a) Delete Sub-article 12.06 in its entirety and replace with the following Sub-article 12.06:

> **"12.06 TERMINATION FOR CAUSE:** The County may terminate this Agreement, effective immediately if: (i) the Developer attempts to meet its contractual obligation(s) with the County through fraud, misrepresentation or material misstatement; or (ii) a principal of the Developer is convicted of a felony during the Term or any extensions thereof if applicable, of (iii) if the Developer is found to have submitted a false certification or to have been, or is subsequently during the Term of this Agreement (including any extensions thereof), placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or joint venture or other entity has with the County and that such individual, corporation or joint venture or other entity shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees.
>
> The foregoing notwithstanding, any individual, firm, corporation, joint venture, or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be disbarred from County contracting for up to five (5) years in accordance with the County's

debarment procedures. The Developer may be subject to debarment for failure to perform, and all other reasons set forth in § 10-38 of the Code of Miami-Dade County, Florida (the "Code")."

(b) Include a new Sub-article 12.07 as follows:

"12.07 **TERMINATION FOR CONVENIENCE:** (a) The County, in addition to the rights and options to terminate for cause, or any other provisions set forth in this Agreement, retains the right to terminate this Agreement upon ninety (90) days written notice at its sole option at any time for convenience, without cause, when in its sole discretion it deems such termination is in the best interest of the County. In such circumstance, the County will solely be responsible for paying the amortized costs of any improvements constructed by Developer and its Sub-tenants, but the County shall not be responsible for any other costs or damages, including but not limited to lost profits, loss of opportunity, borrowing costs, carrying costs, damage to reputation, loss of goodwill, or loss of income.

(b) The Developer also has the right to terminate this Agreement upon ninety (90) days written notice at its sole option, without cause. In such circumstance, Developer shall assign all of the Sub-leases with Developer's Sub-tenants to the Department and the Department shall assume all of such Sub-leases with Developer's Sub-tenants. The assignment and assumption agreement shall reflect that: (i) the Developer is responsible for any of its obligations under the respective Sub-leases which accrued through the effective date of any such assignment and assumption agreement and Developer shall indemnify the County for any such accrued obligations; (ii) the County shall be responsible for any obligations under the respective Sub-leases from and after the effective date of any such assignment and assumption agreement and the County shall indemnify the Developer for any such obligations that may arise following any such effective date. In the event that the Developer exercises such termination right without cause, such termination shall extinguish any unamortized investment amounts owed Developer by the Department."

5. Mutual Release. In consideration of the full approval and mutual execution and delivery of this Third Amendment to the Lease and Concession Agreement, 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 Third 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, debts, or causes of action which accrue after the execution of this Third 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 Third 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 Third Amendment or to receivables owed to the County by the Developer pursuant to the terms of of the Agreement, as of the date of this Third Amendment.

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

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

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

ATTEST:

WESTFIELD CONCESSION MANAGEMENT, LLC,
a Delaware limited liability company

By: _____
Assistant Secretary

By: _____
Director of Finance - Airports