

MEMORANDUM

Agenda Item No. 8(A)(1)

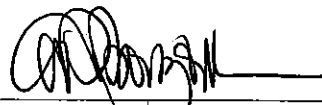
TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: July 23, 2019

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving First Amendment to Lease Agreement between Miami-Dade County and AVE, LLC; extending development period of the Lease by five years through 2024, and the term of the Lease through April 30, 2084 and providing for payment to County of \$1,500,000.00 and two percent of Lessee's annual gross revenues; approving allocation, subject to recapture and the future approval by this Board of a Grant Agreement, of up to \$5,000,000.00 from Building Better Communities General Obligation Bond Program Project No. 124 - "Economic Development Fund" to fund the construction of public infrastructure for aviation facilities to be located at Miami-Opa Locka Executive Airport; waiving Bond Program Administrative Rule requiring Project 124 funds to be allocated in minimum amount of \$10,000,000.00

The accompanying resolution was prepared by the Aviation Department and placed on the agenda at the request of Prime Sponsor Commissioner Barbara J. Jordan.



Abigail Price-Williams
County Attorney

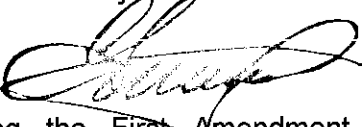
APW/smm

Memorandum



Date: July 23, 2019

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Resolution Approving the First Amendment to Amended and Restated Development Lease between Miami-Dade County Aviation Department as Lessor and AVE, LLC, Ave Assignees, and Bridge/EGMR, collectively the Lessees

Recommendation

It is recommended that the Board approve the First Amendment to Amended and Restated Development Lease between Miami-Dade Aviation Department (MDAD) as Lessor, AVE, LLC (AVE), AVE Assignees and Bridge/EGMR, collectively the Lessees for the development of the remaining undeveloped portion of the AVE Amended and Restated Development Lease (AVE Lease) and for the assignment and development of certain portions of this undeveloped land to Bridge/EGMR.

Scope

Opa-Locka Executive Airport (OPF) is located within District 1, which is represented by Commissioner Barbara J. Jordan; however, the impact of this item is countywide as OPF is a regional asset.

Fiscal Impact/Funding Source

Within 30 days of the Effective Date of this First Amendment, AVE will pay a fee of \$1.5 million. Additionally, AVE has agreed to immediately commence the payment of the Opportunity Fee of 2 percent of gross revenues on 150.24 acres of the total 178.69 acres defined as the Premises. Based on the projections of gross revenue supplied by AVE, MDAD expects additional fee revenue to the County in the total amount of \$26,535,019 over the next 66 years. At a discounted rate of 6 percent, the net present value of this revenue is \$11,339,789. It should be noted that this calculation does not include land rent or additional fuel surcharges that will be paid as required by the existing Lease. Lastly, AVE has agreed to pay within 10 days of the Effective Date of this First Amendment the total outstanding rent balance through May 31, 2019, which after taking applicable credits, leaves an amount due of \$1,318,720.59.

Track Record/Monitor

Robert Warren, Miami-Dade Aviation Department's Assistant Aviation Director of Business Development, will oversee the Lease Agreement,

Background

On February 6, 2007, the Board of County Commissioners approved Resolution No. R-131-07 approving the assignment of the Renaissance Airpark Corporation development lease for approximately 174 acres located at OPF to AVE. On February 19, 2007, the County and AVE entered into the AVE Lease for approximately 178 acres at OPF. During the ensuing nine years, AVE developed approximately 58 acres of both Aviation Related and Non-Aviation Related property. On April 27, 2016, AVE sent a letter to the Aviation Department Director claiming that it needed to sell a portion of the leasehold to raise funds to complete the balance of its planned development, including the development of additional aviation improvements. AVE, however, claimed that the Transfer Fee provision (Article 4.16) in the AVE Lease was preventing both refinancing and sales of portions of the leasehold. The Transfer Fee provision requires AVE to

pay the County, for each sale or transfer to a third party, 10 percent of the sale price or \$10 million, whichever is greater.

MDAD and AVE entered into protracted negotiations regarding the Transfer Fee provision; the goal of the County in these negotiations was to find a solution that would allow for the continued financing and development of the property, while at the same time ensuring that the County did not lose out on funds to which it was contractually entitled. During this process, AVE filed an Administrative Complaint with the Federal Aviation Administration (FAA) pursuant to Title 14, Code of Federal Regulations, Part 16, which provides for an adversarial administrative process by which aggrieved users of the airport system can have their claims adjudicated by the FAA. AVE's Part 16 Complaint asserted that the Transfer Fee provision of the AVE Lease violated Federal law, and also alleged that AVE had not been provided the same access to County Building Better Communities General Obligation Bond (BBC/GOB) funds as other tenants at OPF. The County filed a response to this complaint, and believes it can defend the terms of the AVE Lease if necessary.

Nevertheless, MDAD and County staff continued to believe that a negotiated solution was possible, and reengaged AVE in conversations while the FAA complaint has remained pending. These negotiations produced the attached First Amendment, which provides flexibility to AVE with respect to refinancing and sale of the leasehold, but which also provides for a new income stream to the County to replace the Transfer Fee. Due to the fact that this item is a negotiated Amendment to an existing lease, including the extension to the term, staff did not believe that a competitive selection was feasible as part of this negotiation. It should also be noted that no additional provisions for responsible wage requirements were inserted into the development phases of this project as the rental rates and development projections are all computed on rate structures contained in the original Lease which did not contain any provisions for these costs. Additionally, the County has agreed to place the Opa-Locka Executive Airport AVE Aviation and Commerce Center project on the Allocation list for up to \$5 million of BBC/GOB Project 124 funds for public infrastructure in the event that Recaptured Funds become available and the parties are able to successfully negotiate a Grant Agreement which is approved by the Board of County Commissioners. The following is an outline of the proposed revisions to the terms and conditions:

1. **TRANSFER FEE PROVISION:** MDAD has agreed to the deletion of this requirement and in its stead AVE will immediately pay a one-time fee of \$1.5 million to the County. Additionally, AVE will immediately commence with the payment of the Opportunity Fee on 150.24 acres of the total 178.69 acres defined as the Premises. While the AVE Lease currently requires AVE to pay 1.5 percent of gross revenues starting in the 40th year (May 1, 2049) of the lease term (the lease is presently entering its 11th year), under the First Amendment, AVE will now pay 2 percent of gross revenues commencing May 1, 2019. This Opportunity Fee does not apply to the area designated "Aviation I" until the 40th year as originally called for in the AVE Lease. However, at that time, the Opportunity Fee runs for the entire Premises for the remainder of the term of the AVE Lease thus adding an additional 0.5 percent of gross revenue to AVE's payments until it terminates in 2084.

Staff has run a projected cash flow of this alternate method of payment and based on the rates and projections of gross revenue supplied by AVE, MDAD expects additional fee revenue to the County in the total amount of \$26,535,019 over the next 66 years. At a discounted rate of 6 percent, the net present value of this revenue is \$11,339,789. The Transfer Fee that is presently required and which we are requesting be waived, is either 10 percent of the sale value or \$10 million, whichever is greater. However, this value is

also prorated over the portion of the leased premises being sold. In this case, the prorated area is approximately 62 percent, resulting in a transfer fee of approximately \$6.2 million. Thus, in terms of present value, the County will be gaining approximately \$5.1 million.

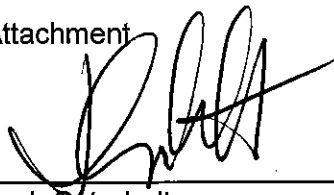
2. RENT: The AVE Lease also provides for AVE to pay periodic land rent increases over the term of the lease. AVE claims they should not have to pay the increased rent for the undeveloped portions of the property because they were unable to develop the land for the last five years due to the Transfer Fee issue. Staff has determined which rents we believe are due, including which increases should not apply based on AVE's claim and our restructuring of the deal. MDAD staff's analysis shows that the total rent outstanding, including appropriate delinquencies, per the existing lease terms through May 31, 2019, is \$1,818,720.59. Applying appropriate delinquency credits and, once the credit for earth work (see Item #3 below) and rent adjustments have been applied, the total outstanding rent balance due is \$1,318,720.59. Lastly, the rent is set for 2017-18 at \$.025 for Aviation Parcels and \$0.37 for Non-Aviation Areas. These rents will escalate annually based on the terms of the original lease.
3. EARTH WORK REIMBURSEMENT: AVE claims that MDAD owes AVE for earthwork that they did at the behest of MDAD, but was not their responsibility to pay for. AVE claimed \$620,248 for the work as billed. MDAD forwarded this claim to its outside estimators RIB US, who estimated a value for this work of \$412,410. The parties have agreed to a credit against rent due of \$500,000.
4. ROADWAY MAINTENANCE: There is a common area roadway of approximately 11 acres which belongs to MDAD, but which AVE has agreed to maintain at its sole cost, in accordance with and governed by the Miami-Dade County Department of Transportation and Public Works Standards and Specifications Parts 1, 2 and 3, and the then-current Manual of Uniform Minimum Standards for Design, Construction and Maintenance for streets and highways of the Florida Department of Transportation design standards and standard specifications ("**Roadway Specifications**").
5. ASSIGNMENT TO BRIDGE/EGMR: This First Amendment contemplates the sale/assignment of approximately 128 acres of the AVE Lease to BRIDGE/EGMR and seeks the approval of the County of the Assignment. Industrial properties in supply-constrained last-mile submarkets is the foundation and focus of BRIDGE/EGMR business. Bridge has acquired and/or developed and sold more than \$4.7 billion of real estate since 2013, ranking them as one most active industrial developers in the top-five US industrial markets. Notwithstanding the assignment, all of the terms and conditions of the AVE Lease and this Amendment apply to BRIDGE/EGMR's (Bridge) development of those acres.
6. CHANGE IN PARCELS FOR AVIATION RELATED USE: One important change applies to the parcels originally identified as Aviation Parcels I & II. In the AVE Lease, these parcels consist of a triangular property on the east of the overall site (AP I) and a rectangular shaped piece of property directly west of this triangle (AP II). AP I is presently undeveloped and will continue to be leased to AVE. AP II, which is proposed to be assigned to Bridge, includes parts of the United States Postal Service (USPS) site as well as development parcel J (Turbopower). These two developments fulfill AVE's requirement under the AVE Lease of having at least 300,000 square feet of Aviation Related development on its site. Due to the ongoing requirements of FAA compliance, it was

agreed to delete the Building J project from the requirement and include all of the USPS building (478,000 sq. ft.) and site. This change continues to allow Lessees to fulfill the 300,000 square feet of Aviation Related building requirement under the AVE Lease.

If at some time in the future, the FAA deems the use of any of the Aviation Related development as non-conforming, then the Lessee must re-lease the property to a qualifying user or prove to the satisfaction of the County that "there is no marketable use of the property" as an Aviation Use.

7. EXTENSION OF DEVELOPMENT PERIOD FOR AVIATION RELATED USES: Due to the conflict regarding the application of the Transfer Fee and AVE's claim that they were unable to proceed with development, MDAD has agreed to extend their development period on Aviation Related parcels for five years to April 30, 2024.
8. EXTENSION OF LEASE TERM: Due to the conflict regarding the application of the Transfer Fee and AVE's claim that they were unable to proceed with development, MDAD has agreed to extend the AVE Lease term for five years to April 30, 2084.
9. RELEASE OF CLAIMS: AVE has agreed to release any and all claims it may have against the County, including the claim made to the FAA (Docket No. 16-16-17) with prejudice.
10. FEDERAL AVIATION ADMINISTRATION: As required, on January 30, 2019, MDAD sought FAA's approval of the proposed changes provided for in this First Amendment. In a letter (attached) dated April 8, 2019, the FAA stated that it had no objections to the changes provided MDAD "submits a new Airport Layout Plan depicting the proposed changes in land use." MDAD is preparing the revised ALP.

Attachment



Jack Osterholt
Deputy Mayor



U.S. Department
of Transportation
**Federal Aviation
Administration**

Orlando Airports District Office
8427 Southpark Circle
Suite 524
Orlando, FL 32819
Phone: (407) 487-7220

April 8, 2019

Mr. David M. Murray
Assistant County Attorney
Miami-Dade Aviation Department
P.O. Box 025504
Miami, Florida 33102-5504

Dear Mr. Murray:

RE: Opa-Locka Executive Airport, Opa-Locka, Florida
Review of Amendment One- Development Lease with AVE, LLC

This responds to Miami Dade Aviation Department's (MDAD's) January 30, 2019 letter requesting FAA review of the proposed Amendment One to the Amended and Restated Development Lease Agreement between Miami-Dade County and AVE, LLC. We have reviewed the proposed changes and do not object to the amended terms, provided MDAD submits a revised Airport Layout Plan (ALP) depicting the proposed changes in land use (lands reserved for aeronautical changing to nonaeronautical, and/or nonaeronautical to aeronautical.)

This review does not extend to any proposed construction, which requires notice under Federal Aviation Regulation Part 77.

Sincerely,

ORIGINAL SIGNED BY

Rebecca Henry Harper
Assistant Manager



MEMORANDUM
(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: July 23, 2019

FROM: Abigail Price-Williams
County Attorney

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

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
- _____ Statement of social equity required
- _____ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- _____ No committee review
- _____ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- _____ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(A)(1)
7-23-19

RESOLUTION NO. _____

RESOLUTION APPROVING FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND AVE, LLC; EXTENDING DEVELOPMENT PERIOD OF THE LEASE BY FIVE YEARS THROUGH 2024, AND THE TERM OF THE LEASE THROUGH APRIL 30, 2084 AND PROVIDING FOR PAYMENT TO COUNTY OF \$1,500,000.00 AND TWO PERCENT OF LESSEE'S ANNUAL GROSS REVENUES; APPROVING ALLOCATION, SUBJECT TO RECAPTURE AND THE FUTURE APPROVAL BY THIS BOARD OF A GRANT AGREEMENT, OF UP TO \$5,000,000.00 FROM BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM PROJECT NO. 124 - "ECONOMIC DEVELOPMENT FUND" TO FUND THE CONSTRUCTION OF PUBLIC INFRASTRUCTURE FOR AVIATION FACILITIES TO BE LOCATED AT MIAMI-OPA LOCKA EXECUTIVE AIRPORT; WAIVING BOND PROGRAM ADMINISTRATIVE RULE REQUIRING PROJECT 124 FUNDS TO BE ALLOCATED IN MINIMUM AMOUNT OF \$10,000,000.00

WHEREAS, AVE, LLC (AVE) entered into an Amended and Restated Development Lease (the Lease) with Miami-Dade County on February 19, 2007, with a ten year development period and a subsequent 55 year term, pursuant to which the County leased to AVE a portion of the Miami-Opa Locka Executive Airport (OPF), and which was approved by this Board pursuant to Resolution No. R-131-07; and

WHEREAS, under the terms of the Lease, AVE is to invest over \$117,000,000.00 in improvements to its Leasehold at OPF, which includes construction of aviation facilities and commercial facilities, and the necessary aviation, utility, and roadway infrastructure to support such facilities; and

WHEREAS, AVE has invested tens of millions of dollars in private funds at OPF to date, and has developed enhanced roadway and utility infrastructure, a United States Postal Service facility, a gas station, and various other commercial and industrial structures; and

WHEREAS, AVE's remaining construction on the parcel will include additional aviation specific facilities, and may include other facilities such as hotels, logistics centers, and other commercial facilities; and

WHEREAS, AVE intends to transfer a portion of this existing leasehold to an entity known as Bridge/EGMR (Bridge), but will reserve to itself the responsibility to construct the remaining aviation facilities; and

WHEREAS, Bridge is a nationally recognized developer who specializes in the development of warehouse and distribution centers; and

WHEREAS, the Lease currently requires AVE to pay the County a minimum of \$10,000,000.00 upon any such transfer; and

WHEREAS, this requirement has impeded the ability of AVE to secure financing to construct the balance of the remaining improvements on the leasehold, and has impeded AVE's ability to transfer portions of the leasehold to developers such as Bridge; and

WHEREAS, AVE contends that the Transfer Fee provision violates Federal law, and has sought review of that provision of the Lease pursuant to 42 C.F.R. Part 16 in front of the Federal Aviation Administration (the FAA); and

WHEREAS, the County has to date defended the Lease before the FAA; and

WHEREAS, the County should receive the benefit of the bargain in the original Lease;
and

WHEREAS, the County also has a vested interest in seeing OPF fully developed, as such development will provide significant jobs and economic opportunities to residents of Miami-Dade County; and

WHEREAS, AVE and the County have jointly negotiated the First Amendment to Lease, a copy of which is attached hereto as Exhibit 1, which First Amendment: (1) eliminates the transfer fee obligation in the Lease; (2) provides for payment of \$1,500,000.00 to the County upon approval of the Amendment, and creates an alternate revenue stream for the County, in the form of payment of two percent of Gross Revenues to the County, which provides an equivalent source of funds to the County as would be provided by the transfer fee; (3) extends the development period of the lease by five years and the term of the Lease through April 30, 2084 and (4) makes certain other adjustments to the Lease to allow for development at OPF; and

WHEREAS, the Federal Aviation Administration has reviewed and approved the terms of the First Amendment; and

WHEREAS, the parties have resolved disputes regarding rent owed which arose during the negotiations of the First Amendment; and

WHEREAS, Appendix A to Resolution No. R-914-04 (the “Public Infrastructure Resolution”), lists projects eligible for funding from the Building Better Communities General Obligation Bond Program (the “Bond Program”) by project number, municipal project location, commission district, project description, street address, and project funding allocation; and

WHEREAS, one of the projects listed in Appendix A to the Public Infrastructure Resolution and approved by the voters for funding is Project No. 124 – “Economic Development Fund” (“Project 124”) with a project description that states “Provide infrastructure improvements to spur economic development and attract new businesses to the community in order to create jobs”; and

WHEREAS, the goal of Project 124 is to encourage private sector development through public infrastructure investments that will create jobs and cause economic development which will have long term benefits to the community; and

WHEREAS, on November 16, 2011 AVE had previously prepared and submitted an application for Project 124 funding Opa-Locka Executive Airport AVE Aviation and Commerce Center, a copy of which is attached to this resolution as Exhibit 2, for funding public infrastructure costs associated with the construction of a Opa-Locka Executive Airport AVE Aviation and Commerce Center to be located at the Miami-Opa Locka Executive Airport (the “Project”); and

WHEREAS, this Board has previously allocated the entire Project 124 funds to other infrastructure projects, subject to the negotiation by the County Mayor or the County Mayor’s designee (the “County Mayor”), in accordance with Resolution No. R-123-15, of a Grant Agreement or Interlocal Agreement for each of those other infrastructure projects to be presented to this Board for approval; and

WHEREAS, in the event that the County Mayor is unable to successfully negotiate a Grant Agreement or Interlocal Agreement and/or this Board does not approve the award of the Project 124 funds to one or more of the proposed Project 124 grant recipients to whom the Project 124 funds have been allocated, such funds will be recaptured and be available for re-allocation to other eligible Project 124 projects (the “Recaptured Funds”); and

WHEREAS, in the event that Recaptured Funds become available for re-allocation, this Board wishes to prioritize and approve an allocation of up to \$5,000,000.00 from Project 124 to fund the Project in accordance with the Administrative Rules of the Bond Program (the “Administrative Rules”) such that the Project shall be next in line to receive any Project 124 Recaptured Funds, after all Project 124 allocations previously approved by this Board; and

WHEREAS, this Board wishes to waive, for the Project, the requirement established in Resolution No. R-668-10 and set forth in the Bond Program's Administrative Rules that Project 124 allocations be made to projects in the minimum amount of \$10,000,000.00 to fund public infrastructure costs,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. The foregoing recitals are incorporated by reference.

Section 2. The First Amendment to the Lease Agreement between Miami-Dade County and AVE, LLC is approved, in substantially the form attached hereto as Exhibit 1. The County Mayor or County Mayor's designee is authorized to execute same, and exercise all rights contained therein, for and on behalf of Miami-Dade County.

Section 3. The County shall bill AVE \$1,318,720.59 for rent owed through the effective date of this Resolution for the Lease, and shall accept payment of such amount as full satisfaction of all ground rents due on the Lease through such effective date.

Section 4. This Board hereby waives, for the Project, the requirement in the Bond Program's Administrative Rules that each Project 124 allocation be a minimum of \$10,000,000.00 and approves an allocation, subject to the availability of Recaptured Funds and this Board's approval of a Grant Agreement in the future, of up to \$5,000,000.00 from Project 124 to fund public infrastructure for the Project.

Section 5. The County will reallocate Recaptured Funds to projects in the order in which projects are allocated Project 124 Funds (i.e. the oldest allocation will receive Recaptured Funds first). Recaptured Funds shall be allocated to the Project as such Recaptured Funds become available until such project is fully funded in the amount of the allocation approved by this Board.

Section 6. This Board directs the County Mayor or County Mayor’s designee to provide an executed copy of this Amendment and the Lease to the Property Appraiser’s Office pursuant to Resolution No. R-791-14.

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:

- | | |
|--------------------------------|----------------------|
| Audrey M. Edmonson, Chairwoman | |
| Rebeca Sosa, Vice Chairwoman | |
| Esteban L. Bovo, Jr. | Daniella Levine Cava |
| Jose “Pepe” Diaz | Sally A. Heyman |
| Eileen Higgins | Barbara J. Jordan |
| Joe A. Martinez | Jean Monestime |
| Dennis C. Moss | Sen. Javier D. Souto |
| Xavier L. Suarez | |

The Chairperson thereupon declared this resolution duly passed and adopted this 23rd day of July, 2019. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



David M. Murray

EXHIBIT 1

FIRST AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT LEASE

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT LEASE (this "**First Amendment**") is made and entered into as of the First Amendment Effective Date established pursuant to Section 15 below, by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida ("**County**") by and through the **MIAMI-DADE COUNTY AVIATION DEPARTMENT** ("**Department**" and together with the County, the "**Lessor**") and **AVE, LLC**, a Florida limited liability company ("**Ave**") and the Ave Assignees (as hereinafter defined) (collectively, and together with their applicable successors and/or assigns, the "**Lessees**").

WHEREAS, the Lessor and Ave entered into that certain Amended and Restated Development Lease dated as of February 19, 2007 (the "**Original Lease**"), pursuant to which the Lessor leased to Ave a portion of the Opa Locka General Aviation Airport (the "**Airport**") legally described on **Exhibit A** attached hereto consisting of approximately 178 acres and referred to therein and herein as the "**Premises**."

WHEREAS, Ave has entered, or will contemporaneously herewith enter, into those certain Partial Assignment of Amended and Restated Development Lease agreements as described on **Exhibit B** (the "**Ave Assignments**") with the assignees also described on **Exhibit B** (each, an "**Ave Assignee**" and collectively, the "**Ave Assignees**") in the form of **Exhibit C** attached hereto, pursuant to which Ave assigned, or will assign, to each Ave Assignee all of Ave's right, title and leasehold interest in and to the Original Lease with respect to a certain portion of the Premises as designated to each applicable Ave Assignee pursuant to its Ave Assignment; with respect to each Ave Assignee, the Original Lease as modified by the Ave Assignments are referred to herein as the "**Ave Assigned Leases**."

WHEREAS, certain Ave Assignees will enter into those certain Bridge/EGMR Assignments as described and defined in Section 15 below pursuant to which each such Ave Assignee will assign to the applicable Bridge/EGMR Assignee as described and defined in Section 15 below all of such Ave Assignee's right, title and leasehold interest in and to its Ave Assigned Lease with respect to the portion of the Premises demised pursuant to its Ave Assigned Lease; with respect to each Bridge/EGMR Assignee, the Original Lease as modified by the Ave Assignments and Bridge/EGMR Assignments are referred to herein as the "**Bridge/EGMR Assigned Leases**" (the Bridge/EGMR Assigned Leases and Ave Assigned Leases, collectively, the "**Assigned Leases**"); and

WHEREAS, the Parties desire to make certain alterations to the Original Lease and the Assigned Leases in order to maximize development of the Premises,

NOW THEREFORE, for and in consideration of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lessees and the Lessor hereby agree as follows:

1. **Recitals; Definitions.** The foregoing recitals are true and correct and are incorporated herein by this reference. Capitalized terms not defined herein shall have the meanings set forth in the Original Lease. The term "**Lease**" or "**Development Lease**" shall mean the Original Lease and/or Assigned Leases, as applicable, and all as modified by this First Amendment. With respect to each Lessee, the term, "**Premises**" shall refer to the applicable portion of the Premises leased by such

Lessee under its Lease.

2. Transfer Fee. Section 4.16 of the Original Lease is hereby deleted in its entirety, and for purposes of clarification, will not (a) be included in the Original Lease or in the Assigned Leases, or any modifications, amendments or further assignments thereof and (b) be applicable against, or an obligation of, any of the Lessees or their successor and/or assigns.

3. EDTF. Section 11.6 of the Original Lease is hereby deleted in its entirety, and for purposes of clarification, will not (a) be included in the Original Lease or the Assigned Leases, or any modifications, amendments or further assignments thereof and (b) be applicable against, or an obligation of, any of the Lessees or their successor and/or assigns. Notwithstanding the foregoing, Lessees shall not be entitled to the return of any funds previously paid to any entity pursuant to Section 11.6.

4. Opportunity Fee.

(a) Within sixty (60) days of the First Amendment Effective Date, and in consideration for the deletion of the Transfer Fee and modifications to the Opportunity Fee, Lessees shall pay an aggregate amount of \$1,500,000.00 to Lessor.

(b) Section 4.6.1 of the Original Lease is hereby deleted in its entirety and replaced with the following (for purposes of clarity, the changes described herein will apply to the Assigned Leases and be applicable to all Lessees and their successors and assigns):

“4.6.1 Opportunity Fee. During the period from May 1, 2019 through and including April 29, 2049, there shall be no Opportunity Fee due on Aviation Parcel 1. Subject to the foregoing exception, commencing on May 1, 2019, and annually on May 1 of each year thereafter during the Term (each, an “**Opportunity Fee Due Date**”), each Lessee shall pay to Lessor an annual opportunity fee on each such Improvement, that lies on such Lessee’s portion of the Premises equal to two percent (2%) of the annual Gross Rents (as hereinafter defined) received by such applicable Lessee for the occupancy and use of such Improvement for the preceding twelve-month calendar year ending on December 31 (the “**Opportunity Fee**”). For purposes of example only, if the Opportunity Fee Due Date is May 1, 2019, the Opportunity Fee due on May 1, 2019 shall be calculated based on Gross Rents received by a Lessee for the period of January 1, 2018 through December 31, 2018. Lessor and each Lessee acknowledge that from and after the Opportunity Fee Due Date through the expiration of the Lease, (a) each Lessee is required throughout the term of the Lease to pay the Lessor the Rent for the Premises and the Opportunity Fee, (b) that the Opportunity Fee is a separate payment required by such Lessee and is not a payment by such Lessee for the renting, leasing, letting or granting of a license for the use of the Premises, (c) that the Opportunity Fee is a fee payable to Lessor exclusively in exchange for each Lessee’s privilege of developing improvements on the Lessor’s property and (d) that the foregoing acknowledgement is being made in accordance with F.S. Section 212.031(1)(c) to evidence that this Lease is a contractual arrangement between the parties that provides for both payments for Rent that is taxable as rent or license fees and separate payments for the privilege of doing business that are not subject to tax (e.g., the Opportunity Fee).

The term, "**Gross Rents**" as used in this Lease shall mean the sum of the rent collected by a Lessee for its applicable Premises from all Sub-Lesseees plus Operating Expenses collected from all Sublesseees, less (a) the amount of Rent paid to MDAD by such Lessee, (b) all federal, state and local taxes, (c) any Opportunity Fees paid by Lessee to the Lessor in the prior year which were not collected by Lessee from tenants or assigns, (d) the amount of property insurance paid by such Lessee, and (e) any interest on such Rents or Operating Expenses which accrued after collection of same by Lessee but before payment to the Lessor.

Opportunity Fees collected by Lessee from tenants or Assignees shall not be counted toward Gross Rents, but shall be collected by Lessee and submitted to Lessor with the balance of Opportunity Fees due in the year following the period in which they are collected from tenant or assignee. Notwithstanding, Lessee is solely responsible for the payment of Opportunity Fees to MDAD."

The term, "**Operating Expenses**" for purposes of the definition of "Gross Rent" means any amounts passed through or charged by a Lessee, Lessor or by others on behalf of the Lessee or Lessor arising out of Lessee's or Lessor's maintenance, operation, repair, improvement, replacement and administration of the common areas, including, without limitation: (a) all costs and expenses of operating, maintaining, lighting, replacing, insuring and repairing the common areas, (b) all federal, state and local taxes; (c) the cost of security, janitorial, landscaping, garbage removal and trash removal services; (d) the cost of heating, ventilating, and air conditioning; (e) the cost of all fuel, water, electricity, telephone, sewer, sprinkler and any other utilities; (f) with the exception of the Lessee's corporate executives, salaries, wages, and any other amounts paid or payable for all personnel involved in the repair, maintenance, operation, security, supervision, or cleaning of the common areas or applicable area of the Premises; (g) the reasonable management fee (if any) for any property manager; (h) costs and expenses of operating, maintaining and repairing the infrastructure of the common areas, including, the driveways, roadways, parking areas, signs, directories and lighting; (i) any association assessments or maintenance fees; (j) any costs and expenses of operating, maintaining and repairing any common signs; and (k) any fees or charges, other than Opportunity Fees collected by Lessee from tenants or assigns, required to be paid or imposed by Lessor or MDAD pursuant to the Original Lease, as modified by the Assigned Leases.

5. Rent.

(a) Lessor and Lessee agree that the **Aviation Area FMV Rent** for the calendar year May 1, 2017 to April 30, 2018 is \$0.25 per square foot. Any future increase to the Aviation Area FMV Rent shall be rounded to the nearest hundredth of a cent. For purposes of clarification, the Aviation Area FMV Rent is currently applicable to Ave USPS Premises, Ave Building J Premises and Ave Airside Premises, as same may be modified from time to time.

(b) Lessor and Lessee agree that the **Non-Aviation Area FMV Rent** for the calendar year May 1, 2017 to April 30, 2018 is \$0.37 per square foot. Any future increase to the Non-Aviation Area FMV Rent shall be rounded to the nearest hundredth of a cent. Future increases in rent shall be capped in accordance with section 4.3.2.1 of the Original Lease.

6. Calculation of Rentable Square Footage of Premises.

(a) For purposes of determining any Rent, additional rent or any other amounts that might be due from any Lessee to Lessor, Lessor agrees that the portion of the Premises that includes any portion the roadway network shall be excluded from such calculations (the "Roadway Exclusions"). As of the First Amendment Effective Date, such Roadway Exclusions constitutes approximately eleven (11) acres as generally depicted on Exhibit D attached hereto. Notwithstanding the foregoing, the parties acknowledge that such Roadway Exclusions are anticipated to increase in connection with the completion of additional Improvements on Aviation Parcel I and other areas of the Premises, and the parties agree to enter into administrative amendments to the Lease, as may be modified or further assigned, upon the request of either party in order to confirm the then actual Roadway Exclusions.

(b) Lessor acknowledges that Ave, as the owner of the Roadway Exclusions, will transfer and convey to Lessor the Roadway Exclusions upon Lessee's completion of the additional improvements described in Section 6.1 above, and that upon Lessee's conveyance of the Roadway Exclusions to Lessor, Lessor will be the owner thereof. Notwithstanding anything to the contrary, Lessees agree to maintain the landscaping, storm drainage, paving and/or blacktop and curbing, keeping them in good working condition on or along such Roadway Exclusions affecting such Lessee's applicable portion of the Premises during the Term of the Lease, in accordance with the standards contained in Exhibit E. In effecting such maintenance, Lessee shall comply with the requirements of Florida Statutes and the County Code then in effect and relating to the procurement and prosecution of County construction projects including without limitation, requirements related to public advertising and bidding of work, small business participation, wage floors, public records, bonding and all other such requirements. Ave and Lessor shall cooperate and enter into such other reasonable documents as necessary to evidence the transfer and conveyance of the Roadway Exclusions consistent with the terms of this Section 6.

7. Assignments. Lessor hereby consents to the entering of Ave into: (a) that certain Partial Assignment and Assumption of Amended and Restated Development Lease with Ave Building A, LLC, as assignee, regarding the premises described therein; (b) that certain Partial Assignment and Assumption of Amended and Restated Development Lease with Ave Building A1, LLC, as assignee, regarding the premises described therein; (c) that certain Partial Assignment and Assumption of Amended and Restated Development Lease with Ave Building A2, LLC, as assignee, regarding the premises described therein; (d) that certain Partial Assignment and Assumption of Amended and Restated Development Lease with Ave Building C, LLC, as assignee, (e) that certain Partial Assignment and Assumption of Amended and Restated Development Lease with Ave Building L, LLC, as assignee regarding the premises described therein on Exhibit B; and (f) the Bridge/EGMR Assignments to the Bridge/EGMR Assignees described in Section 15 hereof. Upon such assignment, and notwithstanding and controlling over anything in such assignment to the contrary, the assignee shall be liable to Lessor for all debts, claims, or obligations with respect to that portion of the Original Lease assigned to such assignee, except that Lessor shall be bound by the express representations in, and provisions of, any estoppel letter issued incident to such assignment.

8. Intentionally Omitted.

9. Aviation Provisions.

A. Aviation Use.

I. Minimum Aviation Use. The Lessor agrees that the Minimum Aviation Use described in section 3.4.3 of the Original Lease, and any similar requirements in section 9.8 of the Original Lease, have, as to the Premises and each Parcel, been satisfied by the Lessee's construction of the Improvements on the Ave USPS Premises and the Ave Building J Premises described on Exhibit B hereto, and such Improvements shall in all events constitute Aviation Facilities pursuant to, and for purposes of satisfying the requirements of, section 9.8 of the Original Lease.

II. Aviation Parcel I. The Lessor and Lessees agree that any references in the Lease to Aeronautical Activity, Aeronautical Services and/or "aeronautical" (collectively, the "**Aeronautical Uses**") shall mean, refer to and solely be applicable to Aviation Parcel I. Aviation Parcel I will only be subleased to subtenants engaged in business activities involving Aeronautical Uses, unless such Lessee has been expressly authorized otherwise by Lessor and only after such Lessee has demonstrated that there is no marketable use of the property, or the applicable portion thereof, by any subtenant engaged in a business involving Aeronautical Uses.

III. Aviation Parcel II. The Lessor agrees that Aviation Parcel II should be limited to and only include the USPS Parcel. Accordingly, the legal description and sketch attached to the Lease for purposes of describing Aviation Parcel II are hereby deleted and replaced with Exhibit G-1 hereto. For the avoidance of doubt, the Lessor acknowledges and agrees that, from and after the Effective Date of this First Amendment, the restrictions applicable to Aviation Parcel II, including, without limitation, the requirement in Section 3.4.1 of the Original Lease that Aviation Parcel II be used or subleased for Aviation Uses only, shall solely and exclusively apply to the USPS Parcel (i.e., it being understood and agreed that any Parcel other than the USPS Parcel that was previously included, wholly or partly, within Aviation Parcel II shall not be limited or restricted to Aviation Uses). In connection with the foregoing, Lessor acknowledges that the industries and uses described in NAICS code 488510, 493110, 484121, 484122, and/or 4881 (working group code 4) (a copy of NAICS code 4881 (working group 4) is attached as Exhibit G-2 attached hereto) (collectively, the "**Product List**"), which include the predominant majority of uses in the developments currently constructed on the Premises, will, in the case of Aviation Parcel II, qualify as, and meet any requirements for, Aviation Use under Section 3.4 of the Original Lease; provided, however, the industries and uses described in NAICS code 484110 which are not otherwise included in or covered by the Product List (each, a "**Code 484110 Use**") will also constitute Aviation Use for purposes of Section 3.4 of the Original Lease, but only to the extent that Lessee has demonstrated to the reasonable satisfaction of Lessor that there is no other marketable use of the Parcel, or applicable portion thereof, subleased for such Code 484110 Use (the "**484110 Restriction**").

B. Aviation Facilities. Lessor acknowledges that Improvements constructed or used for (1) the industries and uses described in Product List and/or (2) the Code 484110 Uses constitute Aviation Facilities; provided, however, such acknowledgment, in the case of the Code 484110 Uses, is solely for the purposes of the requirements of Section 9.8 of the Original Lease (i.e., nothing set forth herein is intended to modify or remove the Code 484110 Restriction for purposes of the provisions relating to Aviation Parcel II in Section 9.A.III hereof).

C. No Cross Default. For the avoidance of doubt, the failure of a Lessee to comply with this Section shall not be grounds for the default of an Assigned Lease of any other Lessee, and the Lessor's remedies in the case of such default shall lie solely against the defaulting Lessee and the applicable Parcel, or portion thereof, which is not in compliance

10. Development Plan/Development Schedule.

(a) The Lessor agrees that a default with respect to the Development Schedule, the requirements relating to Aviation Use and/or Aviation Facilities under sections 3.4 and 9.8 of the Original Lease and/or other similar requirements by any Lessee shall not (a) constitute a default or cross-default against any other Lessee, (b) restrict or limit the development by any other Lessee or (c) entitle the Lessor to terminate, or exercise any rights under or with respect to, any Lessee other than the specific defaulting Lessee, except to the extent expressly contemplated herein.

(b) The Development Schedule is extended to April 30, 2024, as described on the attached Exhibit H.

11. Term; Termination Date. The Lessor hereby clarifies and confirms that the term of the Original Lease, as modified by the Assigned Leases, expires at 11:59 p.m. on April 30, 2084 (the "Current Termination Date") unless such Current Termination Date is hereinafter extended pursuant to the terms of the Original Lease, as modified by the Assigned Leases, or by mutual agreement of the Lessor and Lessees. For purposes of clarity, the changes described herein will apply to the Assigned Leases and be applicable to all Lessees and their successors and assigns.

12. Miscellaneous. Except as modified by this First Amendment, all terms and conditions of the Original Lease, as modified by the Assigned Leases, shall remain in full force and effect. In the event of any conflict between the terms of this First Amendment and the Original Lease, as modified by the Assigned Leases, the terms of this First Amendment shall control. This First Amendment may be executed in any number of counterparts and by facsimile or PDF, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Notwithstanding anything to the contrary, as provided for in section 9.6 of the Original Lease, if any conflicts or inconsistencies arise between the terms of the ALP or the Quit Claim Deed and the terms of the Development Schedule, the terms of the ALP or the Quit Claim Deed shall control and prevail and if any conflicts or inconsistencies arise between the terms of the Original Lease as amended by this First Amendment and the terms of the Development Schedule as amended by this First Amendment, the terms and conditions of the Original Lease as amended by this First Amendment, including the revised Development Schedule as set forth herein, shall control and prevail.

13. Federal Compliance. (1) In addition to any other requirements contained herein, this First Amendment shall not be effective unless reviewed and accepted by the Federal Aviation Administration. Additionally, if after such approval any section of this First Amendment is deemed by the Federal Aviation Administration, at any time, to be inconsistent with the Grant Assurances, any other Federal statutes, or FAA rules and regulations, Lessor and Lessees shall meet and attempt, in good faith, to negotiate a modification to the applicable Section which will address such inconsistency. If, in the reasonable discretion of Lessor, and only following such meeting and the exercise of good faith by both parties to find a resolution, such Section cannot be modified as aforesaid, then such Section shall, to the extent necessary to eliminate such inconsistency, be void ab initio, but all other terms contained herein shall remain in full force and effect.

(2) Notwithstanding anything else herein to the contrary, each Lessee shall at all times remain responsible for ensuring that the uses of the portion of the Premises demised to such Lessee pursuant to the Original Lease or its applicable Assigned Lease are compliant with Federal Law, including, but not limited to, Grant Assurances, Federal statutes, FAA rules and regulations. Additionally, with respect to Aviation Area (i.e., Aviation Parcel I and Aviation Parcel II), each Lessee(s) to which a portion of such Aviation Area is demised shall remain responsible for ensuring that its portion of such Aviation Area is, in the case of Aviation Parcel I, being used for Aeronautical

Uses, or, in the case of Aviation Parcel II, being used for Aviation Uses, which includes those businesses described in the Product List or, subject to the 484100 Restriction, are Code 484110 Uses. In the event that the FAA determines that the use of any portion of the Premises violates such Grant Assurances, Federal statutes, or FAA rules and regulations, including, in the case of Aviation Parcel I, any obligation to utilize the property for Aeronautical Uses, and, in the case of Aviation Parcel II, any obligation to utilize the property for Aviation Uses, which includes those businesses described in the Product List or, subject to the 484100 Restriction, are Code 484110 Uses, Lessor shall promptly notify the Lessee(s) of the portion of the Premises to which such violation relates, in writing, of such determination, including a description in reasonable detail of such violation. The failure of the defaulting Lessee(s) to cure such violation with respect to its/their respective Parcel(s), after notice and opportunity to cure as provided in the Original Lease, including, without limitation, Section 26 thereof, may result in termination of the Assigned Lease of such defaulting Lessee(s). For the avoidance of doubt, the failure of a Lessee to comply with this Section shall not be grounds for the default of an Assigned Lease of any other Lessee, and the Lessor's remedies in the case of such default shall lie solely against the defaulting Lessee and the applicable Parcel, or portion thereof, which is not in compliance.

(3) The provisions of this Section shall control over and supersede any other provision of this First Amendment and the Original Lease.

14. **Release.** Contemporaneously with and conditioned upon (1) the execution and delivery by the County of the Lessor Consent attached to the Ave Assignments described as Items 11 through 15 on Exhibit B attached hereto and the Bridge/EGMR Assignments described in Section 15 below and the joinder attached to that certain Reciprocal License Agreement between Ave and the Lessees in the form attached hereto as Exhibit I and (2) placement by the County of the Opa-Locka Executive Airport Ave Aviation and Commerce Center project on the Allocation List for GOB 124 funds for public infrastructure (without representing that (a) GOB 124 funds will be available at all, or in a time or of an amount sufficient for any necessary Airport Infrastructure financing, (b) that any GOB 124 funds will be available in the full value of any particular public infrastructure construction project or that (c) the parties will be able to agree to their terms of a grant agreement): (i) Lessees shall release, acquit and forever discharge MIAMI-DADE COUNTY, including all of Miami-Dade County's past and present employees, agents, officers, commissioners, attorneys, officials, administrators, departments, and agencies (all of which are collectively referred to as "**County Employees and Departments**"), from any and all claims, actions, causes of action, demands, rights, damages, costs, claims for attorneys' fees, loss of service, expenses, and compensation that were or could have been asserted in any forum, ("**Claims or Potential Claims**") and including but not limited to, in the Complaint filed on October 24, 2016 by Ave against Miami-Dade County, Florida, Miami-Dade Aviation Department, Carlos A. Giminez, and Emilio T. Gonzalez with the United States Department of Transportation, Federal Aviation Administration, Washington, DC, FAA Docket No. 16-16-17 (the "**FAA Case**") from the beginning of time through the date of this First Amendment and (ii) AVE shall dismiss the FAA Case with prejudice.

15. **First Amendment Effective Date.** Subject to Section 13 above, if approved by the Board of County Commissioners, and if not vetoed by the County Mayor, this First Amendment shall have an effective date ("**First Amendment Effective Date**") thirty days from the expiration of the County Mayor's veto period. Upon the First Amendment Effective Date, the applicable Ave Assignees shall assign their respective Ave Assigned Lease to the entity listed next to such Ave Assigned Lease on Exhibit J (the "**Bridge/EGMR Assignees**"), which partial assignments to the Bridge/EGMR Assignees shall be in the form of the assignment agreement attached as Exhibit C

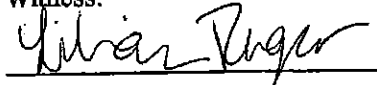
hereto and which form thereof will be in the form of a separate partial assignment for each of the Bridge/EGMR Assignees (the "Bridge/EGMR Assignments") and which Bridge/EGMR Assignments shall conform to the requirements of the Original Lease, as amended through this First Amendment. For the avoidance of doubt, such Bridge/EGMR Assignments shall incorporate the provisions of this First Amendment, and shall not be the subject of any transfer fee.

[Signatures on Next Page]

IN WITNESS WHEREOF, the Lessor and the Lessees have executed this First Amendment as of the First Amendment Effective Date.

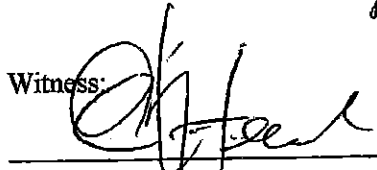
LESSEES:

Witness:



Print Name: Lilianna Ruyter

Witness:



Print Name: ERNEST HERNANDEZ

AVE, LLC; AVE AIRSIDE, LLC; AVE BUILDING B1, LLC; AVE BUILDING B3, LLC; AVE BUILDING B4, LLC; AVE BUILDING EF, LLC; AVE BUILDING GH, LLC; AVE BUILDING I, LLC; AVE BUILDING J, LLC; AVE BUILDING KP, LLC; AVE BUILDING L, LLC; AVE BUILDING M, LLC; AVE BUILDING N, LLC; AVE BUILDING O, LLC; AVE USPS, LLC, AVE BUILDING A, LLC; AVE BUILDING A1, LLC; AVE BUILDING A2, LLC, AVE BUILDING C, LLC, each, a Florida limited liability company

By: 
Ernesto Cambo, Manager

LESSOR:

MIAMI-DADE COUNTY, FLORIDA

Approved by County Attorney
as to form and legal
sufficiency, _____

By:

County Mayor

Harvey Ruvlin, Clerk

Attest:

By: _____ Date _____

Deputy Clerk

The foregoing was accepted on the _____ day of _____, 2019, by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida.

EXHIBIT A

PREMISES -- LEGAL DESCRIPTION

Portions of MIAMI GARDENS, according to the Plat thereof, recorded in Plat Book 2, at Page 96, lying in Section 19, Township 52 South, Range 41 East and portions of Lots 6, 7 and 8, BLAIN ACRES, according to the Plat thereof, recorded in Plat Book 24, at Page 9, all of the Public Records of Miami-Dade County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of Section 19, Township 52 South, Range 41 East; thence run South 00 degrees 33 minutes 01 seconds West along the West line of the Northwest $\frac{1}{4}$ of said Section 19 for 44.01 feet; thence run South 89 degrees 26 minutes 59 seconds East for 100.00 feet to a point on the East right of way line of NW 57th Avenue (Red Road) as shown on the State of Florida State Road Department Right of Way map, Section 87630-2602, as recorded in Road Plat Book 112, at Page 7 of the Public Records of Miami-Dade County, Florida, said point also being the Point of Beginning; thence run South 55 degrees 06 minutes 49 seconds East for 597.17 feet; thence run South 29 degrees 25 minutes 29 seconds East for 196.09 feet; thence run South 55 degrees 06 minutes 49 seconds East for 3630.20 feet; thence run South 50 degrees 39 minutes 11 seconds West for 1642.92 feet; thence run North 89 degrees 59 minutes 28 seconds West for 245.17 feet; thence run South 63 degrees 36 minutes 59 seconds West for 224.96 feet; thence run North 89 degrees 59 minutes 28 seconds West for 1857.34 feet; thence run North 00 degrees 33 minutes 05 seconds East along the line 125 feet Easterly of, as measured at right angles to, the West line of the Southwest $\frac{1}{4}$ of said Section 19, said line also being the East right of way line of NW 57th Avenue (Red Road), as shown on the Florida Department of Transportation Right of Way Map for Gratigny Parkway, Section 87008-2504, Sheet 3 of 10, for 462.11 feet; thence run North 88 degrees 33 minutes 22 seconds West along the last described right of way line for 25.00 feet; thence run North 00 degrees 33 minutes 05 seconds East along a line 100 feet easterly of, as measured at right angles to, the West line of the Southwest $\frac{1}{4}$ of said Section 19, said line also being the East right of way line of NW 57th Avenue (Red Road) as shown on the previously described Plat Book 112, at Page 7, for 661.91 feet; thence run North 00 degrees 32 minutes 07 seconds East along a line 100 feet Easterly of, as measured at right angles to, the West line of the Northwest $\frac{1}{4}$ of said Section 19 and along the last described right of way line for 1127.28 feet; thence run North 00 degrees 33 minutes 01 seconds East along a line 100 feet easterly of, as measured at right angles to, the West line of the Northwest $\frac{1}{4}$ of said Section 19 and along the last described right of way line for 1478.17 feet to the Point of Beginning.

EXHIBIT B

LEASE MODIFICATIONS – AVE ASSIGNMENTS AND AVE ASSIGNEES

A. Ave Assignments Occupying the Aviation Support Area of Premises

1. Partial Assignment and Assumption of Amended and Restated Development Lease between AVE, LLC, as assignor, and AVE BUILDING N, LLC ("**Ave Building N**"), as assignee, together with the Lessor Consent of Miami-Dade County, by and through its Miami Dade Aviation Department, dated as of February 11, 2014 and recorded on February 13, 2014 in Official Records Book 29030, Page 1637 of the public records of Miami-Dade County, Florida (the "**Public Records**") regarding the premises described therein;

2. Partial Assignment and Assumption of Amended and Restated Development Lease between AVE, LLC, as assignor, and AVE BUILDING O, LLC ("**Ave Building O**"), as assignee, together with the Lessor Consent of Miami-Dade County, by and through its Miami Dade Aviation Department, dated as of August 29, 2014 and recorded on September 4, 2014 in Official Records Book 29296, Page 3589 of the Public Records;

3. Partial Assignment and Assumption of Amended and Restated Development Lease between AVE, LLC, as assignor, and AVE BUILDING EF, LLC ("**Ave Building EF**"), as assignee, together with the Lessor Consent of Miami-Dade County, by and through its Miami Dade Aviation Department, dated as of September 4, 2014 and recorded on September 5, 2014 in Official Records Book 29297, Page 3378 of the Public Records;

4. Partial Assignment and Assumption of Amended and Restated Development Lease between AVE, LLC, as assignor, and AVE BUILDING GH, LLC ("**Ave Building GH**"), as assignee, together with the Lessor Consent of Miami-Dade County, by and through its Miami Dade Aviation Department, dated as of May 1, 2015, and recorded on May 21, 2015, in Official Records Book 29625, Page 4589 of the Public Records;

5. Partial Assignment and Assumption of Amended and Restated Development Lease between AVE, LLC, as assignor, and AVE BUILDING I, LLC ("**Ave Building I**"), as assignee, together with the Lessor Consent of Miami-Dade County, by and through its Miami Dade Aviation Department, dated as of May 1, 2015, and recorded on May 21, 2015, in Official Records Book 29625, Page 2426, of the Public Records;

6. Partial Assignment and Assumption of Amended and Restated Development Lease between AVE, LLC, as assignor, and AVE BUILDING KP, LLC ("**Ave Building KP**"), as assignee, together with the Lessor Consent of Miami-Dade County, by and through its Miami Dade Aviation Department, dated as of May 1, 2015, and recorded on May 21, 2015, in Official Records Book 29626, Page 1295, of the Public Records;

7. Partial Assignment and Assumption of Amended and Restated Development Lease between AVE, LLC, as assignor, and AVE BUILDING M, LLC ("**Ave Building M**"), as assignee, together with the Lessor Consent of Miami-Dade County, by and through its Miami Dade Aviation Department,

dated as of May 1, 2015, and recorded on May 21, 2015, in Official Records Book 29626, Page 2343, of the Public Records;

8. Partial Assignment and Assumption of Amended and Restated Development Lease between AVE, LLC, as assignor, and AVE BUILDING B4, LLC ("**Ave Building B4**"), as assignee, together with the Lessor Consent of Miami-Dade County, by and through its Miami Dade Aviation Department, dated as of August 16, 2014 and recorded on August 29, 2014 in Official Records Book 29291, Page 1047 of the Public Records;

9. Partial Assignment and Assumption of Amended and Restated Development Lease between AVE, LLC, as assignor, and AVE BUILDING B1, LLC ("**Ave Building B1**"), as assignee, together with the Lessor Consent of Miami-Dade County, by and through its Miami Dade Aviation Department, dated as of November 17, 2014 and recorded on February 25, 2015 in Official Records Book 29515, Page 2092 of the Public Records;

10. Partial Assignment and Assumption of Amended and Restated Development Lease between AVE, LLC, as assignor, and AVE BUILDING B3, LLC ("**Ave Building B3**"), as assignee, together with the Lessor Consent of Miami-Dade County, by and through its Miami Dade Aviation Department, dated as of November 17, 2014 and recorded on February 25, 2015 in Official Records Book 29515, Page 3674 of the Public Records; and

11. Partial Assignment and Assumption of Amended and Restated Development Lease between AVE, LLC, as assignor, and AVE Building L, LLC ("**Ave Building L**"), as assignee, together with the Lessor Consent of Miami-Dade County, by and through its Miami Dade Aviation Department, to be entered into contemporaneously with this First Amendment and to be recorded in the Public Records.

12. Partial Assignment and Assumption of Amended and Restated Development Lease between AVE, LLC, as assignor, and AVE Building A, LLC ("**Ave Building A**"), as assignee, together with the Lessor Consent of Miami-Dade County, by and through its Miami Dade Aviation Department, to be entered into contemporaneously with this First Amendment and to be recorded in the Public Records.

13. Partial Assignment and Assumption of Amended and Restated Development Lease between AVE, LLC, as assignor, and AVE Building A1, LLC ("**Ave Building A1**"), as assignee, together with the Lessor Consent of Miami-Dade County, by and through its Miami Dade Aviation Department, to be entered into contemporaneously with this First Amendment and to be recorded in the Public Records.

14. Partial Assignment and Assumption of Amended and Restated Development Lease between AVE, LLC, as assignor, and AVE Building A2, LLC ("**Ave Building A2**"), as assignee, together with the Lessor Consent of Miami-Dade County, by and through its Miami Dade Aviation Department, to be entered into contemporaneously with this First Amendment and to be recorded in the Public Records.

15. Partial Assignment and Assumption of Amended and Restated Development Lease between AVE, LLC, as assignor, and AVE Building C, LLC ("**Ave Building C**"), as assignee, together with the Lessor Consent of Miami-Dade County, by and through its Miami Dade Aviation Department, to be entered into contemporaneously with this First Amendment and to be recorded in the Public Records.

16. Partial Assignment and Assumption of Amended and Restated Development Lease between AVE, LLC, as assignor, and AVE BUILDING J, LLC ("**Ave Building J**"), as assignee, together

with the Lessor Consent of Miami-Dade County, by and through its Miami Dade Aviation Department, dated as of September 4, 2014 and recorded on September 5, 2014 in Official Records Book 29298, Page 718 of the Public Records and rerecorded on February 24, 2015 in Official Records Book 29513, Page 524 of the Public Records relating to the premises described therein (the "Ave Building J Premises").

B. Ave Assignments Occupying portions of Aviation Parcel I and Aviation Parcel II of the Premises

1. Partial Assignment and Assumption of Amended and Restated Development Lease between AVE, LLC, as assignor, and AVE USPS, LLC ("Ave USPS"), as assignee, together with the Lessor Consent of Miami-Dade County, by and through its Miami Dade Aviation Department, dated as of September 25, 2012 and recorded on January 30, 2013 in Official Records Book 28465, Page 4225 of the Public Records relating to the premises described therein (the "Ave USPS Premises"); and

2. Partial Assignment and Assumption of Amended and Restated Development Lease between AVE, LLC, as assignor, and AVE Airside, LLC ("Ave Airside"), as assignee, together with the Lessor Consent of Miami-Dade County, by and through its Miami Dade Aviation Department, dated as of February 20, 2015 and recorded on February 25, 2015 in Official Records Book 29514, Page 2869 of the Public Records relating to the premises described therein (the "Ave Airside Premises").

EXHIBIT C

FORM OF PARTIAL ASSIGNMENTS

Prepared By:

Akerman LLP
98 SE 7th Street
Suite 1100
Miami, Florida 33131
Attention: Sue Zabloudil

After Recording Return To:

**PARTIAL ASSIGNMENT AND ASSUMPTION OF AMENDED AND RESTATED
DEVELOPMENT LEASE**

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF AMENDED AND RESTATED DEVELOPMENT LEASE (this “Assignment”) is made and entered into as of _____, 2018 (the “Assignment Effective Date”) by and between [_____] LLC, a Florida limited liability company, having an address of c/o CPF Investment Group, LLC, 14350 NW 56th Court, Suite 118, Miami, Florida 33054, Attention: Ernesto Cambo, (the “Assignor”), and [_____] LLC, a [_____] limited liability company, having an addresses of [_____] (“Assignee”). All capitalized terms used herein and not defined, shall have the meaning ascribed to such term in the Lease (as hereinafter defined).

RECITALS:

WHEREAS, MIAMI-DADE COUNTY, FLORIDA, BY AND THROUGH THE MIAMI-DADE COUNTY AVIATION DEPARTMENT, as lessor (the “Lessor”), and AVE, LLC, a Florida limited liability company, as original lessee (“Ave”), entered into that certain Amended and Restated Development Lease dated as of February 19, 2007, as amended by that certain First Amendment to Amended and Restated Development Lease dated _____, 2018 (as further amended from time to time, the “Lease”), pursuant to which Ave leased from Lessor certain premises consisting of approximately 178 acres of real property located at the Opa Locka Executive Airport, as more particularly described in the Lease (the “Original Premises”).

WHEREAS, Ave previously entered into that certain Partial Assignment and Assumption of Amended and Restated Development Lease with AVE USPS, LLC, a Florida limited liability company, (“AVE USPS”) dated as of September 25, 2012 and recorded on January 30, 2013 in Official Records Book 28465, Page 4225 of the public records of Miami-Dade County, Florida (the “Public Records”) (the “AVE USPS Assignment”) pursuant to which Ave assigned to AVE USPS all of Ave’s right, title and leasehold interest in and to the Lease (with respect to the assigned premises described in the AVE USPS Assignment (the “USPS Assigned Premises”) and to the USPS Assigned Premises as of September 25, 2012, and AVE

USPS assumed all of the terms, conditions, agreements and covenants and obligations of Ave in and under the Lease (with respect to the USPS Assigned Premises) and to the USPS Assigned Premises;

WHEREAS, Ave previously entered into that certain Partial Assignment and Assumption of Amended and Restated Development Lease with AVE BUILDING N, LLC, a Florida limited liability company, ("**AVE Building N**") dated as of February 11, 2014 and recorded on February 13, 2014 in Official Records Book 29030, Page 1637 of the Public Records (the "**AVE N Assignment**") pursuant to which Ave assigned to AVE Building N all of Ave's right, title and leasehold interest in and to the Lease (with respect to the assigned premises described in the AVE N Assignment (the "**N Assigned Premises**") and to the N Assigned Premises as of February 11, 2014 and AVE Building N assumed all of the terms, conditions, agreements and covenants and obligations of Ave in and under the Lease (with respect to the N Assigned Premises) and to the N Assigned Premises;

WHEREAS, Ave previously entered into that certain Partial Assignment and Assumption of Amended and Restated Development Lease with AVE BUILDING B4, LLC, a Florida limited liability company, ("**AVE Building B4**") dated as of April 16, 2014 and recorded on August 29, 2014 in Official Records Book 29291, Page 1047 of the Public Records (the "**AVE B4 Assignment**") pursuant to which Ave assigned to AVE Building B4 all of Ave's right, title and leasehold interest in and to the Lease (with respect to the assigned premises described in the AVE B4 Assignment (the "**B4 Assigned Premises**") and to the B4 Assigned Premises as of April 16, 2014, and AVE Building B4 assumed all of the terms, conditions, agreements and covenants and obligations of Ave in and under the Lease (with respect to the B4 Assigned Premises) and to the B4 Assigned Premises;

WHEREAS, Ave previously entered into that certain Partial Assignment and Assumption of Amended and Restated Development Lease with AVE BUILDING O, LLC, a Florida limited liability company, ("**AVE Building O**") dated as of August 29, 2014 and recorded on September 4, 2014 in Official Records Book 29296, Page 3589 of the Public Records (the "**AVE O Assignment**") pursuant to which Ave assigned to AVE Building O all of Ave's right, title and leasehold interest in and to the Lease (with respect to the assigned premises described in the AVE O Assignment (the "**O Assigned Premises**") and to the O Assigned Premises as of August 29, 2014, and AVE Building O assumed all of the terms, conditions, agreements and covenants and obligations of Ave in and under the Lease (with respect to the O Assigned Premises) and to the O Assigned Premises;

WHEREAS, Ave previously entered into that certain Partial Assignment and Assumption of Amended and Restated Development Lease with AVE BUILDING EF, LLC, a Florida limited liability company, ("**AVE Building EF**") dated as of September 4, 2014 and recorded on September 5, 2014 in Official Records Book 29297, Page 3378 of the Public Records (the "**AVE EF Assignment**") pursuant to which Ave assigned to AVE Building EF all of Ave's right, title and leasehold interest in and to the Lease (with respect to the assigned premises described in the AVE EF Assignment (the "**EF Assigned Premises**") and to the EF Assigned Premises as of September 4, 2014, and AVE Building EF assumed all of the terms, conditions, agreements and covenants and obligations of Ave in and under the Lease (with respect to the EF Assigned Premises) and to the EF Assigned Premises;

WHEREAS, Ave previously entered into that certain Partial Assignment and Assumption of Amended and Restated Development Lease with AVE BUILDING J, LLC, a Florida limited liability company, ("**AVE Building J**") dated as of September 4, 2014 and recorded on September 5, 2014 in Official Records Book 29298, Page 718 of the Public Records and rerecorded on February 24, 2015 in

Official Records Book 29513, Page 524 of the Public Records to correct the legal description thereto (the "**AVE J Assignment**") pursuant to which Ave assigned to AVE Building J all of Ave's right, title and leasehold interest in and to the Lease (with respect to the assigned premises described in the AVE J Assignment (the "**J Assigned Premises**") and to the J Assigned Premises as of September 4, 2014, and AVE Building J assumed all of the terms, conditions, agreements and covenants and obligations of Ave in and under the Lease (with respect to the J Assigned Premises) and to the J Assigned Premises;

WHEREAS, Ave previously entered into that certain Partial Assignment and Assumption of Amended and Restated Development Lease with AVE AIRSIDE, LLC, a Florida limited liability company, ("**AVE Airside**") dated as of February 20, 2015 and recorded on February 25, 2015, in Official Records Book 29514, Page 2869 of the Public Records (the "**AVE Airside Assignment**") pursuant to which Ave assigned to AVE Airside all of Ave's right, title and leasehold interest in and to the Lease (with respect to the assigned premises described in the AVE Airside Assignment (the "**Airside Assigned Premises**") and to the Airside Assigned Premises as of February 20, 2015, and AVE Airside assumed all of the terms, conditions, agreements and covenants and obligations of Ave in and under the Lease (with respect to the Airside Assigned Premises) and to the Airside Assigned Premises;

WHEREAS, Ave previously entered into that certain Partial Assignment and Assumption of Amended and Restated Development Lease with AVE BUILDING B1, LLC, a Florida limited liability company, ("**AVE B1**") dated as of November 17, 2014 and recorded on February 25, 2015, in Official Records Book 29515, Page 2092 of the Public Records (the "**AVE B1 Assignment**") pursuant to which Ave assigned to AVE B1 all of Ave's right, title and leasehold interest in and to the Lease (with respect to the assigned premises described in the AVE B1 Assignment (the "**B1 Assigned Premises**") and to the B1 Assigned Premises as of November 17, 2014, and AVE B1 assumed all of the terms, conditions, agreements and covenants and obligations of Ave in and under the Lease (with respect to the B1 Assigned Premises) and to the B1 Assigned Premises;

WHEREAS, Ave previously entered into that certain Partial Assignment and Assumption of Amended and Restated Development Lease with AVE BUILDING B3, LLC, a Florida limited liability company, ("**AVE B3**") recorded on February 25, 2015, in Official Records Book 29515, Page 3674 of the Public Records (the "**AVE B3 Assignment**") pursuant to which Ave assigned to AVE B3 all of Ave's right, title and leasehold interest in and to the Lease (with respect to the assigned premises described in the AVE B3 Assignment (the "**B3 Assigned Premises**") and to the B3 Assigned Premises as of November 17, 2014, and AVE B3 assumed all of the terms, conditions, agreements and covenants and obligations of Ave in and under the Lease (with respect to the B3 Assigned Premises) and to the B3 Assigned Premises;

WHEREAS, Ave previously entered into that certain Partial Assignment and Assumption of Amended and Restated Development Lease with AVE BUILDING I, LLC, a Florida limited liability company, ("**AVE Building I**") dated as of May 1, 2015 and recorded on May 21, 2015 in Official Records Book 29625, Page 2426 of the Public Records (the "**AVE I Assignment**") pursuant to which Ave assigned to AVE Building I all of Ave's right, title and leasehold interest in and to the Lease (with respect to the assigned premises described in the AVE I Assignment (the "**I Assigned Premises**") and to the I Assigned Premises as of May 1, 2015, and AVE Building I assumed all of the terms, conditions, agreements and covenants and obligations of Ave in and under the Lease (with respect to the I Assigned Premises) and to the I Assigned Premises;

WHEREAS, Ave previously entered into that certain Partial Assignment and Assumption of Amended and Restated Development Lease with AVE BUILDING GH, LLC, a Florida limited liability company, (“**AVE Building GH**”) dated as of May 1, 2015 and recorded on May 21, 2015 in Official Records Book 29625, Page 4589 of the Public Records (the “**AVE GH Assignment**”) pursuant to which Ave assigned to AVE Building GH all of Ave’s right, title and leasehold interest in and to the Lease (with respect to the assigned premises described in the AVE GH Assignment (the “**GH Assigned Premises**”) and to the GH Assigned Premises as of May 1, 2015, and AVE Building GH assumed all of the terms, conditions, agreements and covenants and obligations of Ave in and under the Lease (with respect to the GH Assigned Premises) and to the GH Assigned Premises;

WHEREAS, Ave previously entered into that certain Partial Assignment and Assumption of Amended and Restated Development Lease with AVE BUILDING KP, LLC, a Florida limited liability company, (“**AVE Building KP**”) dated as of May 1, 2015 and recorded on May 21, 2015 in Official Records Book 29626, Page 1295 of the Public Records (the “**AVE KP Assignment**”) pursuant to which Ave assigned to AVE Building KP all of Ave’s right, title and leasehold interest in and to the Lease (with respect to the assigned premises described in the AVE KP Assignment (the “**KP Assigned Premises**”) and to the KP Assigned Premises as of May 1, 2015, and AVE Building KP assumed all of the terms, conditions, agreements and covenants and obligations of Ave in and under the Lease (with respect to the KP Assigned Premises) and to the KP Assigned Premises;

WHEREAS, Ave previously entered into that certain Partial Assignment and Assumption of Amended and Restated Development Lease with AVE BUILDING M, LLC, a Florida limited liability company, (“**AVE Building M**”) dated as of May 1, 2015 and recorded on May 21, 2015 in Official Records Book 29626, Page 2343 of the Public Records (the “**AVE M Assignment**”) pursuant to which Ave assigned to AVE Building M all of Ave’s right, title and leasehold interest in and to the Lease (with respect to the assigned premises described in the AVE M Assignment (the “**M Assigned Premises**”) and to the M Assigned Premises as of May 1, 2015, and AVE Building M assumed all of the terms, conditions, agreements and covenants and obligations of Ave in and under the Lease (with respect to the M Assigned Premises) and to the M Assigned Premises;

[WHEREAS, Ave previously entered into that certain Partial Assignment and Assumption of Amended and Restated Development Lease with AVE BUILDING L, LLC, a Florida limited liability company, (“**AVE Building L**”) dated as of _____, 2018 and recorded on _____, 2018 in Official Records Book _____, Page _____ of the Public Records (the “**AVE L Assignment**”) pursuant to which Ave assigned to AVE Building L all of Ave’s right, title and leasehold interest in and to the Lease (with respect to the assigned premises described in the AVE L Assignment (the “**L Assigned Premises**”) and to the L Assigned Premises as of _____ 2018, and AVE Building L assumed all of the terms, conditions, agreements and covenants and obligations of Ave in and under the Lease (with respect to the L Assigned Premises) and to the L Assigned Premises;

WHEREAS, Ave previously entered into that certain Partial Assignment and Assumption of Amended and Restated Development Lease with AVE BUILDING A, LLC, a Florida limited liability company, (“**AVE Building A**”) dated as of _____, 2018 and recorded on _____, 2018 in Official Records Book _____, Page _____ of the Public Records (the “**AVE A Assignment**”) pursuant to which Ave assigned to AVE Building A all of Ave’s right, title and leasehold interest in and to the Lease (with respect to the assigned premises described in the AVE A Assignment (the “**A Assigned Premises**”) and to the A Assigned Premises as of _____ 2018, and AVE Building A assumed

all of the terms, conditions, agreements and covenants and obligations of Ave in and under the Lease (with respect to the A Assigned Premises) and to the A Assigned Premises

WHEREAS, Ave previously entered into that certain Partial Assignment and Assumption of Amended and Restated Development Lease with AVE BUILDING A-1, LLC, a Florida limited liability company, ("**AVE Building A1**") dated as of _____, 2018 and recorded on _____, 2018 in Official Records Book _____, Page _____ of the Public Records (the "**AVE A1 Assignment**") pursuant to which Ave assigned to AVE Building A1 all of Ave's right, title and leasehold interest in and to the Lease (with respect to the assigned premises described in the AVE A1 Assignment (the "**A1 Assigned Premises**") and to the A1 Assigned Premises as of _____ 2018, and AVE Building A1 assumed all of the terms, conditions, agreements and covenants and obligations of Ave in and under the Lease (with respect to the A1 Assigned Premises) and to the A1 Assigned Premises;

WHEREAS, Ave previously entered into that certain Partial Assignment and Assumption of Amended and Restated Development Lease with AVE BUILDING A-2, LLC, a Florida limited liability company, ("**AVE Building A2**") dated as of _____, 2018 and recorded on _____, 2018 in Official Records Book _____, Page _____ of the Public Records (the "**AVE A2 Assignment**") pursuant to which Ave assigned to AVE Building A2 all of Ave's right, title and leasehold interest in and to the Lease (with respect to the assigned premises described in the AVE A2 Assignment (the "**A2 Assigned Premises**") and to the A2 Assigned Premises as of _____ 2018, and AVE Building A2 assumed all of the terms, conditions, agreements and covenants and obligations of Ave in and under the Lease (with respect to the A2 Assigned Premises) and to the A2 Assigned Premises;

WHEREAS, Ave previously entered into that certain Partial Assignment and Assumption of Amended and Restated Development Lease with AVE BUILDING C LLC, a Florida limited liability company, ("**AVE Building C**") dated as of _____, 2018 and recorded on _____, 2018 in Official Records Book _____, Page _____ of the Public Records (the "**AVE C Assignment**") pursuant to which Ave assigned to AVE Building C all of Ave's right, title and leasehold interest in and to the Lease (with respect to the assigned premises described in the AVE C Assignment (the "**C Assigned Premises**") and to the C Assigned Premises as of _____ 2018, and AVE Building C assumed all of the terms, conditions, agreements and covenants and obligations of Ave in and under the Lease (with respect to the C Assigned Premises) and to the C Assigned Premises;]

WHEREAS, Assignor desires pursuant to Section 23 of the Lease to assign all of Assignor's right, title and leasehold interest in, and only in, those portions of the Original Premises consisting of [_____ Premises], as is legally described on **Exhibit A** attached hereto, together with the non-exclusive rights to use the common areas applicable thereto, subject to the terms of the Lease (the "**Assigned Premises**"), and Assignee desires to assume all of Assignor's right, title and leasehold interest in the Assigned Premises; and

WHEREAS, the Lessor has consented to this Assignment as evidenced by the "**Lessor Consent**" attached hereto.

NOW THEREFORE, in consideration of the sum of ten dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign unto Assignee, all of Assignor's right, title and leasehold interest in and to the Lease with respect to the

Assigned Premises and Assignee hereby assumes all of Assignor's right, title and leasehold interest in and to the Lease (with respect to the Assigned Premises), all subject to the terms set forth herein.

1. **Lease Assignment and Assumption.** Effective as of the Assignment Effective Date, Assignor hereby assigns to Assignee all of Assignor's right, title and leasehold interest in and to the Lease (with respect to the Assigned Premises) and to the Assigned Premises. Effective as of the Assignment Effective Date, Assignee hereby accepts the assignment herein and expressly assumes all of the terms, conditions, agreements and covenants and obligations of Assignor in and under the Lease (with respect to the Assigned Premises) and to the Assigned Premises accruing after the Effective Date. Assignee acknowledges that Assignor has paid to Lessor a security deposit in the amount of \$ _____ as of the Assignment Effective Date (the "**Security Deposit**"). As of the Assignment Effective Date, Assignor is hereby assigning to Assignee \$ _____ of the Security Deposit ("**Assignee's Security Deposit**"), which represents Assignee's proportionate share of the Security Deposit for the Assigned Premises.
2. **Excluded Premises.** This Assignment to Assignee does not include any of Assignor's rights, title and leasehold interest to any portion of the Original Premises, other than the Assigned Premises. Notwithstanding the foregoing sentence, from and after the Assignment Effective Date, Assignor shall be hereby deemed to have granted to Assignee (and shall hereafter cooperate with Assignee in confirming, documenting and executing) such utility and access licenses and easements across any portion of the Original Premises as shall be reasonable or necessary to allow Assignee (a) ingress and egress to the Assigned Premises, (b) such utilities as are reasonably necessary for the operation of the Assigned Premises, and (c) continuation of any licenses, easements and utilities existing as of the Assignment Effective Date across the common areas of the Original Premises for the benefit of the parcels of land making up the Assigned Premises, as more particularly described in that certain Reciprocal License Agreement executed by Assignor, Assignee and the other assignees of the assignments described in the Recitals above.
3. **Lease.** Assignee hereby assumes performance of and agrees to perform all of the terms, obligations, covenants and conditions on the part of the "Lessee" to be kept, observed and performed under the Lease to the extent, and only to the extent, such terms, obligations, covenants and conditions relate to the Assigned Premises and accrue after the Effective Date. The terms and conditions of the Lease, as amended from time to time (but only to the extent that same relate to the Assigned Premises and accrue after the Effective Date), are hereby incorporated herein by this reference thereto so that, except to the extent that they are modified by the provisions of this Assignment, each and every term, covenant and condition of the Lease (to the extent the same relate to the Assigned Premises and accrue after the Effective Date) binding Assignor, as Lessee under the Lease, and inuring to the benefit of Lessor under the Lease, shall, in respect of this Assignment, bind Assignee and inure to the benefit of Lessor, with the same force and effect as if such terms, covenants and conditions were completely set forth in this Assignment; provided, no further amendments or modifications to the Lease shall be effective with respect to the Assigned Premises without the written consent of Assignee.

4. **Notice.** The address for notice of Assignee pursuant to Section 32.2.2 of the Lease shall be as follows:

c/o _____, LLC

Street, Suite _____

Attn: _____
Facsimile: _____
Email: _____

with a copy to:

Blvd, Suite _____

Attention: _____, Esq.
Facsimile: _____

5. **Interpretation, Amendment and Modification.** This Assignment shall be interpreted under the laws of the State of Florida. The recitals to this Assignment are true and correct and are hereby incorporated in this Assignment by reference. The section captions are for the convenient reference of the parties only and are not intended to and shall not be deemed to modify the interpretation of the sections from that which is stated in the text of the sections. This Assignment contains the entire agreement between the parties and all prior negotiations or agreements, whether oral or written, are superseded and merged herein. If any provision of this Assignment or its application to any person or circumstance shall be declared invalid or unenforceable, the remaining provisions of this Assignment, or the application of such provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby and each provision shall be valid and enforceable to the extent permitted by law. This Assignment may not be changed or amended except by a writing duly authorized and executed by the party against whom enforcement is sought.
6. **Miscellaneous.** All provisions contained in this Assignment shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and assigns of Assignor and Assignee. Promptly upon request from time to time of the other party, each party shall do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged or delivered, to or at the direction of such party, all further acts, transfers, assignments, powers and other documents and instruments as may be so requested to give effect to the transactions contemplated hereby. In the event of any litigation arising hereunder, the non-prevailing party shall pay to the substantially prevailing party all of the substantially prevailing party's reasonable attorneys' fees and court costs, through all trial and appellate levels. This Assignment may be executed in any number of counterparts and delivered via facsimile, each of which when executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date set forth above.

Signed, sealed and delivered in the presence of:

ASSIGNOR:

[] LLC, a Florida limited liability company

By: Ernesto Cambo, Manager

Print Name:

Print Name:

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this day of , 2018 by Ernesto Cambo, as Manager of [] LLC, a Florida limited liability company, on behalf of said company and who is personally known to me.

Notary Public, State of Florida
My Commission Expires:

Signed, sealed and delivered in
the presence of:

ASSIGNEE:

[_____], LLC, a Florida
limited liability company

By: _____
Ernesto Cambo, Manager

Print Name:

Print Name:

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018
by Ernesto Cambo, as Manager of [_____] LLC , a Florida limited liability
company, on behalf of said company and who is personally known to me.

Notary Public, State of Florida
My Commission Expires:

[Continued on Next Page]

LESSOR CONSENT

The foregoing PARTIAL ASSIGNMENT AND ASSUMPTION OF AMENDED AND RESTATED DEVELOPMENT LEASE is hereby approved and consented to, subject to the Assignor's continued obligation to comply with all of the terms of the Lease with respect to the ___ Assigned Premises.

Signed, sealed and delivered in the presence of:

LESSOR:

Miami-Dade County, by and through its
Miami-Dade Aviation Department

By: _____

Name:

Title:

Print Name:

Print name:

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

SS

The foregoing instrument was acknowledged before me this ___ day of _____, 2018 by _____, as _____, Miami-Dade Aviation Department, on behalf of Miami-Dade County. He/she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC
State of Florida at Large

My Commission Expires:

EXHIBIT D

ROADWAY EXCLUSIONS LEGAL DESCRIPTIONS AND DEPICTIONS

LEGAL DESCRIPTION:

Tract "A", AVE, according to the Plat thereof, as recorded in Plat Book 170, at Page 84, of the Public Records of Miami-Dade County, Florida;

TOGETHER WITH

A portion of Tracts 5, 6, 7 and 8, Blain Acres, according to the Plat thereof, as recorded in Plat Book 24, at Page 9, all of the Public Records of Miami Dade County, Florida, being more particularly described as follows:

BEGIN at the most Southerly Southeast corner of Tract "A", of AVE, according to the Plat thereof, as recorded in Plat Book 170, at Page 84, of the Public Records of Miami-Dade County, Florida; thence run North $03^{\circ}22'04''$ West, along an Easterly line of Tract "A" of the said plat of AVE, for a distance of 900.45 feet to a point of intersection with a Southerly line of Tract "A", of the said plat of AVE; thence run North $86^{\circ}43'35''$ East, along a Southerly line of Tract "A" of the said plat of AVE, for a distance of 1665.50 feet to the most Easterly Southeast corner of Tract "A", of the said plat of AVE; thence run South $03^{\circ}21'24''$ East, along the Southerly prolongation of the East line of Tract "A" of the said plat of AVE, for a distance of 787.85 feet to a point of intersection with the Southeasterly line of that certain parcel described in Exhibit "A" to the Memorandum of Lease, recorded in Official Records Book 25616 at Page 2155, of the Public Records of Miami-Dade County, Florida; thence run South $47^{\circ}17'07''$ West for a distance of 15.97 feet to a point; thence run South $86^{\circ}38'28''$ West for a distance of 245.17 feet to a point; thence run South $60^{\circ}14'55''$ West for a distance of 224.96 feet to a point; thence run South $86^{\circ}38'28''$ West for a distance of 1206.30 feet to the Point of Beginning (the last mentioned 4 courses being coincident with the Southeasterly and Southerly line of that certain parcel described in Exhibit "A" to the Memorandum of Lease, recorded in Official Records Book 25616 at Page 2155, of the Public Records of Miami-Dade County, Florida);

LESS (Lease Parcels C, EF, GH, I and J)

Commence at the Northwest corner of Section 19, Township 52 South, Range 41 East, Miami-Dade County, Florida; thence run South $02^{\circ}49'03''$ East along the West Line of the Northwest 1/4 of said Section 19 for a distance of 44.01 feet; thence run North $87^{\circ}10'57''$ East for a distance of 100.00 feet to a point on the East Right of Way Line of NW 57th Avenue (Red Road) as shown on the State of Florida State Road Department Right of Way Map, Section 87630-2602, as recorded in Road Plat Book 112 at Page 7 of the Public Records of Miami-Dade County, Florida, said point being the Northwest corner of Tract "A", of the said plat of AVE and the POINT OF BEGINNING of the parcel hereinafter described; thence run South $02^{\circ}49'03''$ East, along said East Right of Way Line of NW 57th Avenue, for a distance of 1478.17 feet; thence continue South $02^{\circ}49'03''$ East, along said East Right of Way Line of NW 57th Avenue, for a distance of 101.41 to a point herein after referred to as POINT 1; thence run North $86^{\circ}37'56''$ East for a distance of $86^{\circ}37'56''$ East for a distance of 2131.87 feet to a point of intersection with the Northeasterly line of that certain parcel of land described in Exhibit "A" to the Memorandum of Lease, recorded in Official Records Book 25616 at Page 2155 of the Public Records of Miami-Dade County, Florida, the same being the Northeasterly line of Tract "A" of the said plat of AVE; thence

run North 58°28'53" West, along the said Northeasterly line, for a distance of 1865.82 feet to a point; thence run North 32°47'33" West along the said Northeasterly line, for a distance of 196.09 feet to a point; thence run North 58°28'53" West along the said Northeasterly line, for a distance of 597.17 feet to the Point of Beginning;

AND LESS (Lease Parcels B1 and B3)

Commence at the aforementioned POINT 1; thence run South 02°49'03" East, along the East Right of Way Line of NW 57th Avenue, the same being the West line of Tract "A" of the said plat of AVE, for a distance of 46.37 feet to the POINT OF BEGINNING of the parcel hereinafter described; thence continue South 02°49'03", along said East Right of Way Line of NW 57th Avenue, for a distance of 822.97 feet to a point; thence run North 86°37'56" East, for a distance of 266.60 feet to a point (the last mentioned 2 courses being coincident with the boundary line of Tract "A" of the said plat of AVE); thence run North 03°22'04" West for a distance of 791.76 feet to a point of curvature with a circular curve concave to the Southwest, having a radius of 52.50 feet, thence along said curve to the left for an arc distance of 36.76 feet and through a central angle of 40°07'06" to a point of compound curvature with a circular curve concave to the Southwest, having a radius of 47.00 feet, thence along said curve to the left for an arc distance of 40.92 feet and through a central angle of 49°52'54" to a point of tangency, said point herein after referred to as POINT 2; thence run South 86°37'56" West for a distance of 177.58 feet to a point of curvature with a circular curve concave to the South, having a radius of 37.50 feet, thence along said curve to the left for an arc distance of 39.98 feet and through a central angle of 61°05'32" to the Point of Beginning;

AND LESS (Lease Parcels N and O)

Commence at the aforementioned POINT 2; thence run North 86°37'56" East for a distance of 115.36 feet to a point; thence run South 03°22'04" East for a distance of 4.00 feet to the POINT OF BEGINNING of the parcel hereinafter described; thence run North 86°37'56" East for a distance of 296.11 feet to a point; thence run North 03°22'06" West for a distance of 2.50 feet to a point; thence run North 86°37'56" East for a distance of 359.93 feet to a point herein after referred to as POINT 3, said point being a point of curvature with a curve concave to the Southwest having a radius of 50.00 feet; thence along said curve to the right for an arc distance of 78.55 feet and through a central angle of 90°00'32", to a point of tangency; thence run South 03°21'32" East for a distance of 1,058.10 feet to a point of curvature with a curve concave to the Northwest having a radius of 50.00 feet, thence along said curve to the right, run along an arc distance of 78.61 feet and through a central angle of 90°05'07", to a point of tangency; thence run South 86°43'35" West for a distance of 657.23 feet to a point of curvature with a curve concave to the Northeast having a radius of 28.00 feet; thence along said curve to the right for an arc distance of 22.50 feet and through a central angle of 46°02'27" to a point of tangency; thence run North 47°13'58" West for a distance of 13.25 feet to a point of curvature with a curve concave to the Northeast having a radius of 28.00 feet; thence Northwesterly along the arc of said curve to the right for an arc distance of 21.44 feet, through a central angle of 43°51'54" to a point of tangency; thence run North 03°22'04" West for a distance of 1,081.18 feet to a point of curvature with a curve concave to the Southeast having a radius of 28.00 feet, thence along said curve to the right for an arc distance of 26.20 feet, through a central angle of 53°37'06" to a point of tangency; thence run North 50°15'02" East for a distance of 13.12 feet to a point of curvature with a curve concave to the Southeast having a radius of 28.00 feet; thence Northeasterly along the arc of said curve to the right for an arc distance of 17.78 feet, through a central angle of 36°22'54" to the Point of Beginning;

AND LESS (Lease Parcels KP and M)

Commence at the aforementioned POINT 3; thence run North 86°37'56" East for a distance of 118.45 feet to a point; thence run South 03°22'04" East for a distance of 2.50 feet to the POINT OF BEGINNING of the parcel hereinafter described; thence continue North 86°37'56" East for a distance of 290.66 feet to a point; thence run South 03°21'32" East for a distance of 17.00 feet to a point; thence run South 86°37'56" West for a distance of 712.51 feet to a point of curvature with a curve concave to the South having a radius of 49.50 feet; thence Easterly along the arc of said curve to the right for an arc distance of 30.14 feet, through a central angle of 34°53'11" to a point of tangency; thence run South 58°28'53" East for a distance of 107.61 feet to a point of curvature with a curve concave to the to the Southwest having a radius of 100.00 feet; thence Southeasterly along the arc of said curve to the right for an arc distance of 96.21 feet, through a central angle of 55°07'29" to a point of tangency; thence run South 03°21'24" East for a distance of 941.14 feet to a point of curvature with a curve concave to the Northwest having a radius of 49.50 feet; thence Southwesterly along the arc of said curve to the right for an arc distance of 77.83 feet, through a central angle of 90°04'59" to a point of tangency; thence run South 86°43'35" West for a distance of 1101.49 feet to a point of curvature with a curve concave to the Northeast having a radius of 50.00 feet; thence Northwesterly along the arc of said curve to the right for an arc distance of 78.47 feet, through a central angle of 89°54'53" to a point of tangency; thence run North 03°21'32" West for a distance of 1072.63 feet to a point of curvature with a curve concave to the Southeast having a radius of 28.00 feet; thence Northeasterly along the arc of said curve to the right for an arc distance of 26.24 feet, through a central angle of 53°41'42" to a point of tangency; thence run North 50°20'10" East for a distance of 12.97 feet to a point of curvature with a curve concave to the Southeast having a radius of 28.00 feet; thence Northeasterly along the arc of said curve to the right for an arc distance of 17.74 feet, through a central angle of 36°17'46" to the Point of Beginning;

AND LESS (Lease Parcels A, A1, and A2)

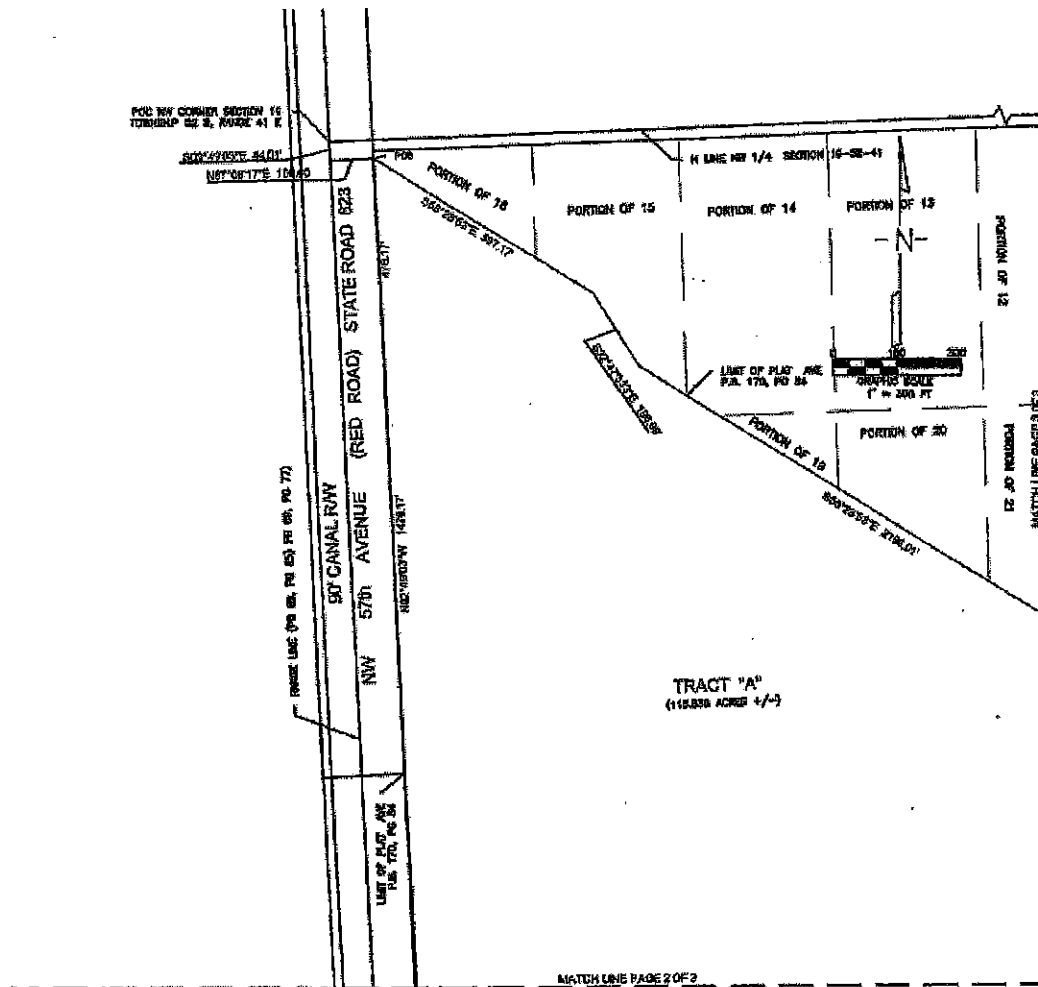
Commence at the Southwest corner of Tract "A", of the said plat of AVE; thence run North 02°49'03" West, along the East Right of Way Line of NW 57th Avenue, the same being the West line of Tract "A" of the said plat of AVE, for a distance of 42.00 feet to the POINT OF BEGINNING of the parcel hereinafter described; thence run North 86°38'28" East, along a line which lies 42.00 feet North of and parallel with the Southerly line of that certain parcel of land described in Exhibit "A" to the Memorandum of Lease, recorded in Official Records Book 25616 at Page 2155 of the Public Records of Miami-Dade County, Florida, the same being the South line of Tract "A" of the said plat of AVE, for a distance of 255.13 feet to a point; thence run North 03°22'04" West for a distance of 838.76 feet to a point herein after referred to as POINT 4; thence run South 83°01'58" West for a distance of 28.92 feet to a point; thence run South 87°11'54" West for a distance of 198.20 feet to a point of curvature with a curve concave to the Southwest, having a radius of 45.00 feet; thence run Southwesterly along said curve for an arc distance of 70.70 feet though a central angle of 90°00'57" to a point of tangency with the East Right of Way Line of NW 57th Avenue; thence run South 02°49'03" East, along said East Right of Way Line of NW 57th Avenue, for a distance of 373.60 feet to a point; thence run North 88°04'34" East, for a distance of 25.00 feet to a point; thence run South 02°49'03" East, along said East Right of Way Line of NW 57th Avenue, for a distance of 420.10 feet to the Point of Beginning(the last mentioned 3 courses being coincident with the West line of Tract "A" of the said plat of AVE);

AND LESS (Lease Parcel L, and the USPS Lease Parcel)

Commence at the aforementioned POINT 4; thence run North 83°01'58" East for a distance of 25.05 feet to the POINT OF BEGINNING of the parcel hereinafter described; thence continue North 83°01'58" East for a distance of 56.95 feet to a point; thence run North 86°43'35" East for a distance of 313.95 feet to a point of intersection with an Easterly line of Tract "A" of the said plat of AVE; thence run North 03°22'04" West, along an Easterly line of Tract "A" of the said plat of AVE, for a distance of 15.00 feet to the intersection of an Easterly and Southerly line of Tract "A", of the said plat of AVE; thence run North 86°43'35" East, along a Southerly line of Southerly line of Tract "A" of the said plat of AVE, for a distance of 1535.05 feet to a point of curvature with a curve concave to the Southwest having a radius of 59.50 feet; thence Southeasterly along said curve to the right for an arc distance of 75.20 feet and through a central angle of 72°24'51", to a point of compound curvature with a circular curve concave to the West and having a radius of 319.50 feet; thence Southerly along said curve to the right for an arc distance of 97.60 feet and through a central angle of 17°30'10", to a point of tangency; thence run South 03°21'24" East for a distance of 488.97 feet to a point of curvature with a curve concave to the Northwest having a radius of 129.50 feet; thence Southwesterly along the arc of said curve to the right for an arc distance of 203.41 feet, through a central angle of 89°59'52" to a point of tangency; thence run South 86°38'28" West for a distance of 31.92 feet to a point of curvature with a curve concave to the South having a radius of 320.00 feet; thence Westerly along the arc of said curve to the left for an arc distance of 90.42 feet, through a central angle of 16°11'22" to a point of tangency; thence run South 70°27'06" West for a distance of 273.32 feet to a point of curvature with a curve concave to the North having a radius of 280.00 feet; thence Westerly along the arc of said curve to the right for an arc distance of 79.12 feet, through a central angle of 16°11'22" to a point of tangency; thence run South 86°38'28" West for a distance of 1385.93 feet to a point; thence run North 03°22'04" West for a distance of 840.34 feet to the Point of Beginning.

All as shown in the following Exhibit A.

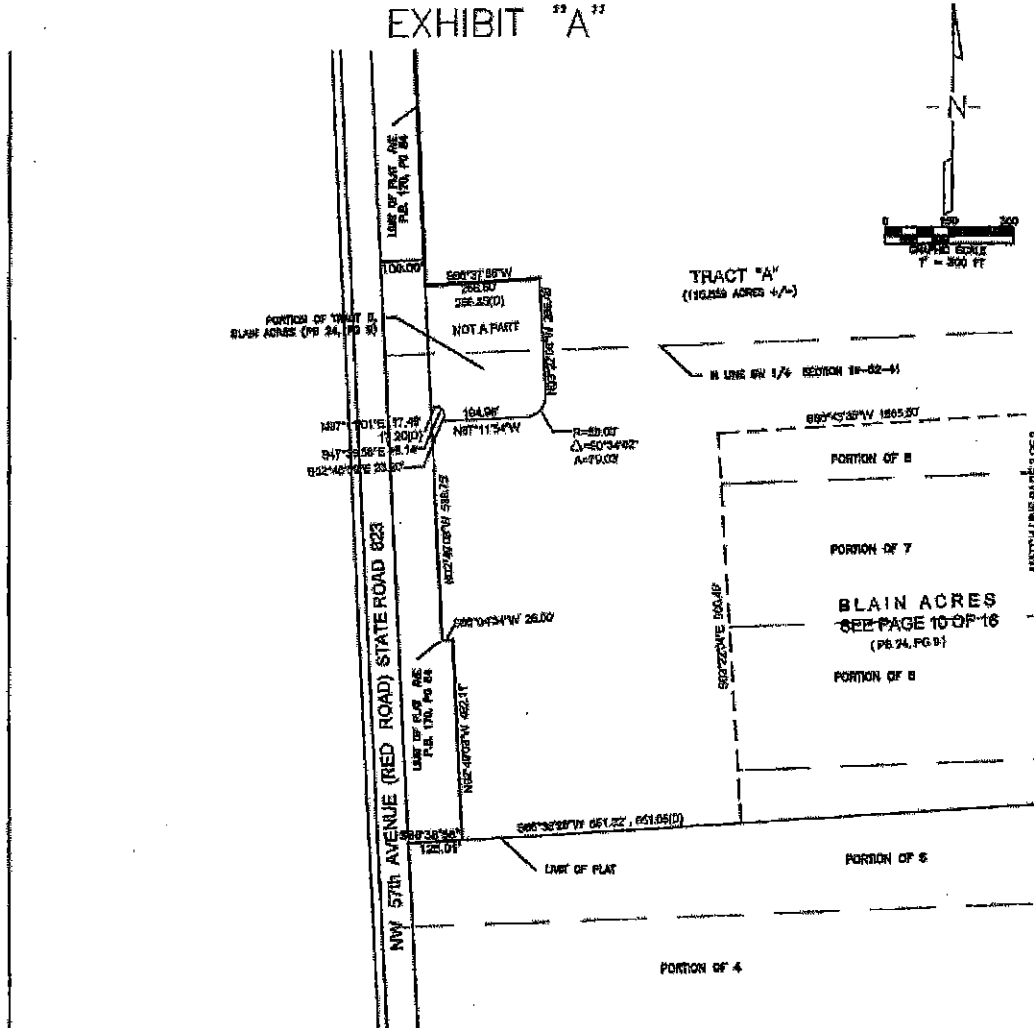
EXHIBIT "A"



SKETCH TO ACCOMPANY LEGAL DESCRIPTION ROAD NETWORK AND LANDSCAPE AREAS PORTIONS OF TRACT A, AVE (PB 170, PG 84) AND TRACTS 5, 6, 7 AND 8, BLAIN ACRES (PB 24, PG 9)	E.R. BROWNELL & ASSOCIATES, INC LAND SURVEYORS - CONSULTING ENGINEERS 2525 SW 27th AVE MIAMI, FL 33133 (305)860-3888	
	DR. BY :FN	DATE :5-10-18
JOB #56817CC	SCALE:1"=300'	SM-2764

THIS DOCUMENT CONSISTS OF MULTIPLE PAGES AND IS NOT COMPLETE UNLESS ATTACHED TO THE OTHER CERTIFICATE OF AUTHORIZATION: LB761 PAGE 7 of 16

EXHIBIT "A"

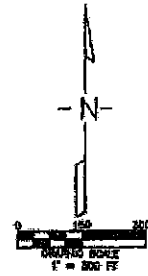
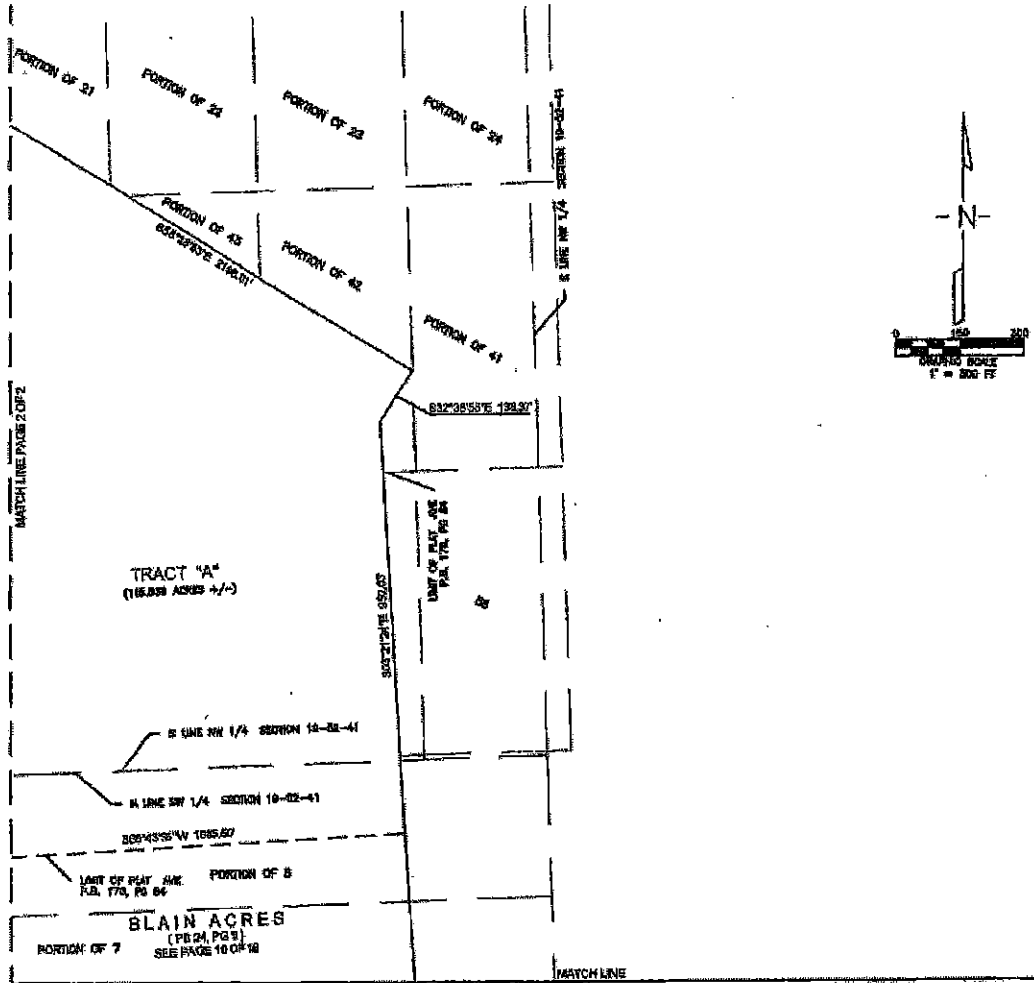


SKETCH TO ACCOMPANY LEGAL DESCRIPTION ROAD NETWORK AND LANDSCAPE AREAS PORTIONS OF TRACT A, AVE (PB 170, PG 84) AND TRACTS 6, 7 AND 8, BLAIN ACRES (PB 24, PG 9)	E.R. BROWNELL & ASSOCIATES, INC. LAND SURVEYORS - CONSULTING ENGINEERS 2525 SW 27th AVE MIAMI, FL 33135 (305)860-3866	
	DR. BY :FN JOB #568170C	DATE :5-10-18 SCALE: 1"=300' SK.# SM-2764

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444

EXHIBIT "A"



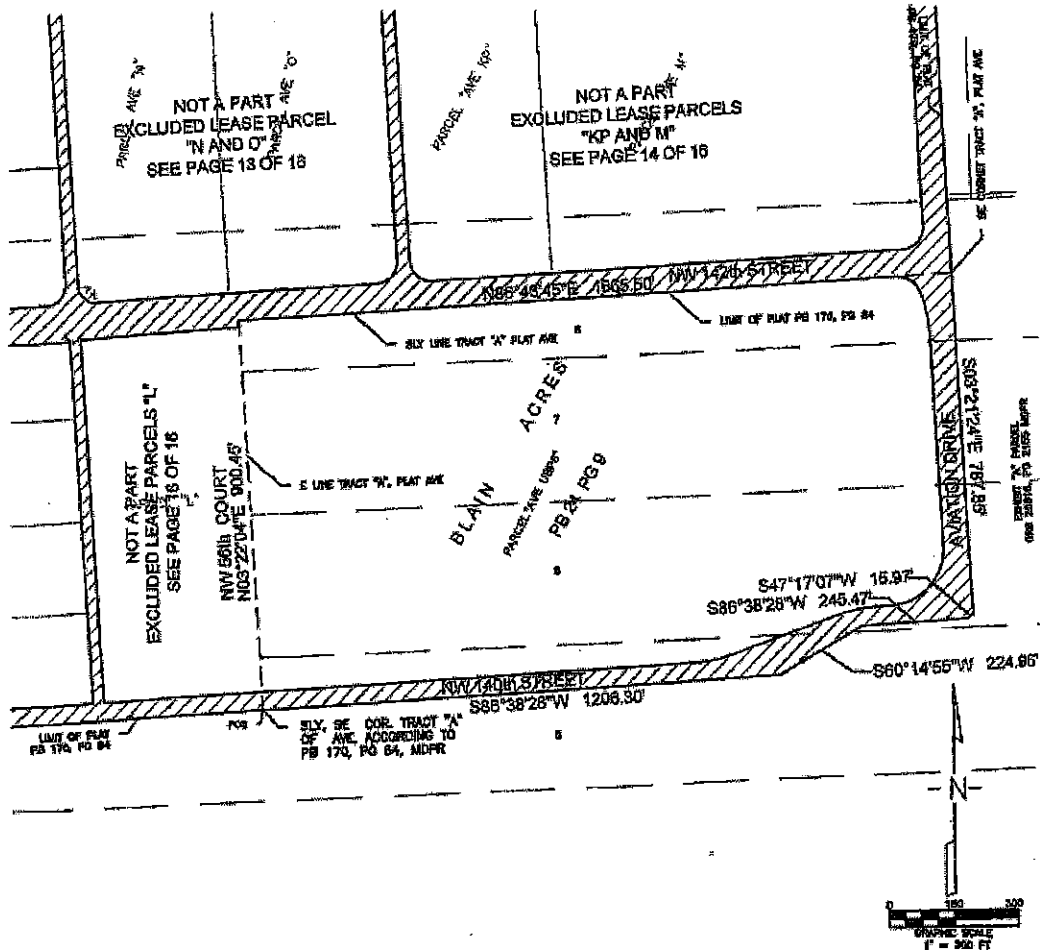
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DR. BY :FN	DATE :5-16-18	SK.#	
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PAGE 9 of 16

EXHIBIT "A"



SKETCH TO ACCOMPANY LEGAL DESCRIPTION
 ROAD NETWORK AND LANDSCAPE AREAS
 PORTIONS OF TRACT A, AVE (PB 170, PG 84)
 AND TRACTS B, 6, 7 AND 8, BLAIN ACRES
 (PB 24, PG 9)

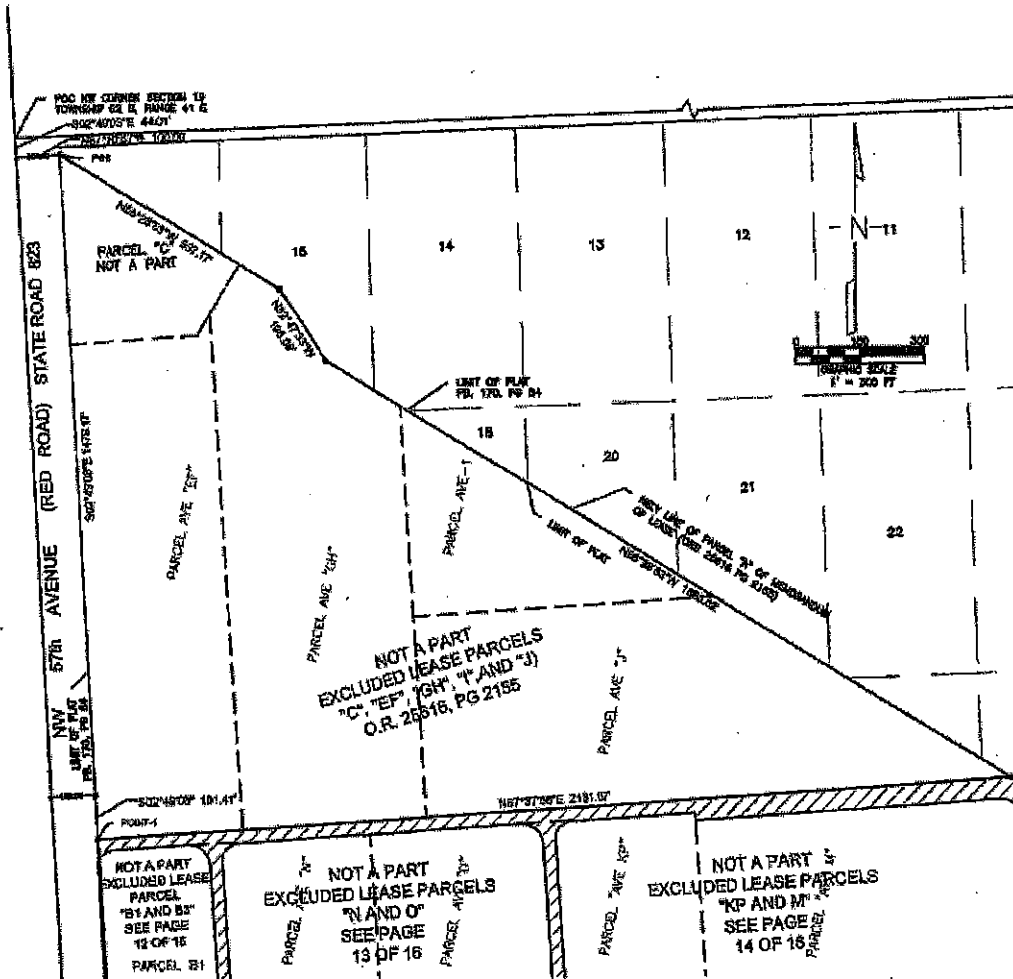
E.R. BROWNELL & ASSOCIATES, INC
 LAND SURVEYORS - CONSULTING ENGINEERS
 2525 SW 27th AVE MIAMI, FL 33133 (305)880-3866
 DR. BY: JFN DATE: 5-10-18 SK.#
 JOB #56817CC SCALE: 1" = 200' SM-2764

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CERTIFICATE OF AUTHORIZATION: 18761

PAGE 10 of 16

EXHIBIT "A"



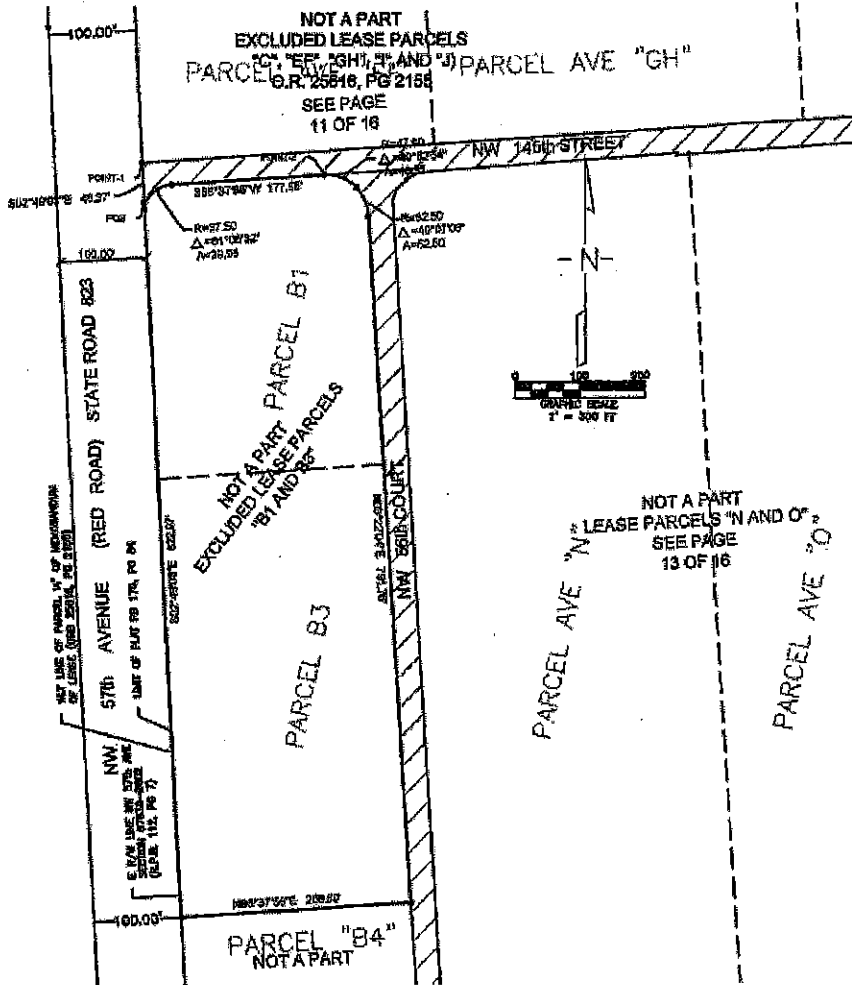
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DR. BY : FN	DATE : 5-10-16	SK.#	
JOB #56817CC	SCALE: 1"=300'	SM-2764	

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AND IS NOT COMPLETE UNLESS ATTACHED TO THE OTHER

CERTIFICATE OF AUTHORIZATION: LB761

PAGE 11 of 16

EXHIBIT "A"

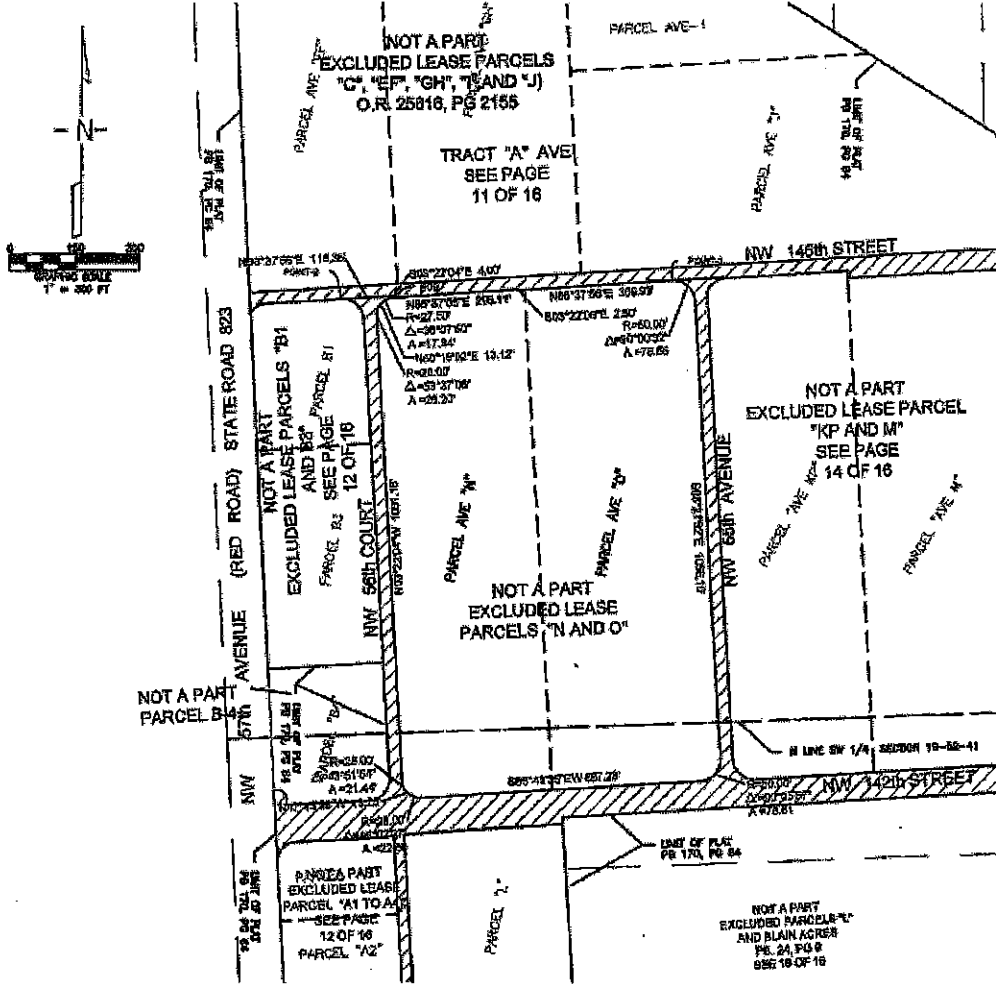


SKETCH TO ACCOMPANY LEGAL DESCRIPTION ROAD NETWORK AND LANDSCAPE AREAS PORTIONS OF TRACT A, AVE (PB 170, PG 84) AND TRACTS 5, 6, 7 AND 8, BLAIN ACRES (PB 24, PG 8)	E.R. BROWNELL & ASSOCIATES, INC LAND SURVEYORS - CONSULTING ENGINEERS 2525 SW 27th AVE MIAMI, FL 33133 (305)880-3888	
	DR. BY :FN	DATE :5-10-16 SK.#
	JOB #56817CC	SCALE:1" = 200 SM-2764

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CERTIFICATE OF AUTHORIZATION: LB781

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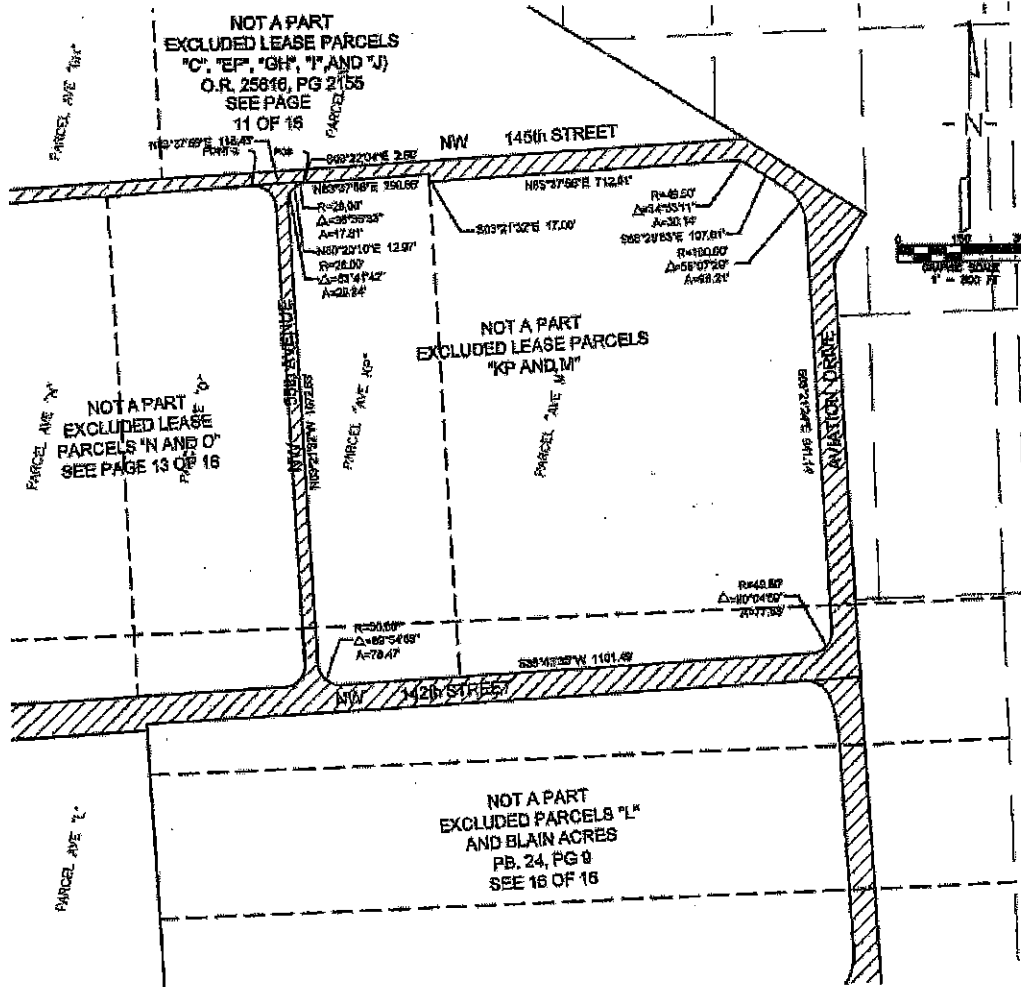


SKETCH TO ACCOMPANY LEGAL DESCRIPTION ROAD NETWORK AND LANDSCAPE AREAS PORTIONS OF TRACT A, AVE (PB 170, PG 84) AND TRACTS 5, 6, 7 AND 8, BLAIN ACRES (PB 24, PG 9)	E.R. BROWNELL & ASSOCIATES, INC LAND SURVEYORS - CONSULTING ENGINEERS 2525 SW 27th AVE MIAMI, FL 33133 (305)880-3888	
	DR. BY :FN	DATE :5-10-16
JOB #56817CC	SCALE:1" = 200'	SM-2764

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CERTIFICATE OF AUTHORIZATION: LB761

EXHIBIT "A"

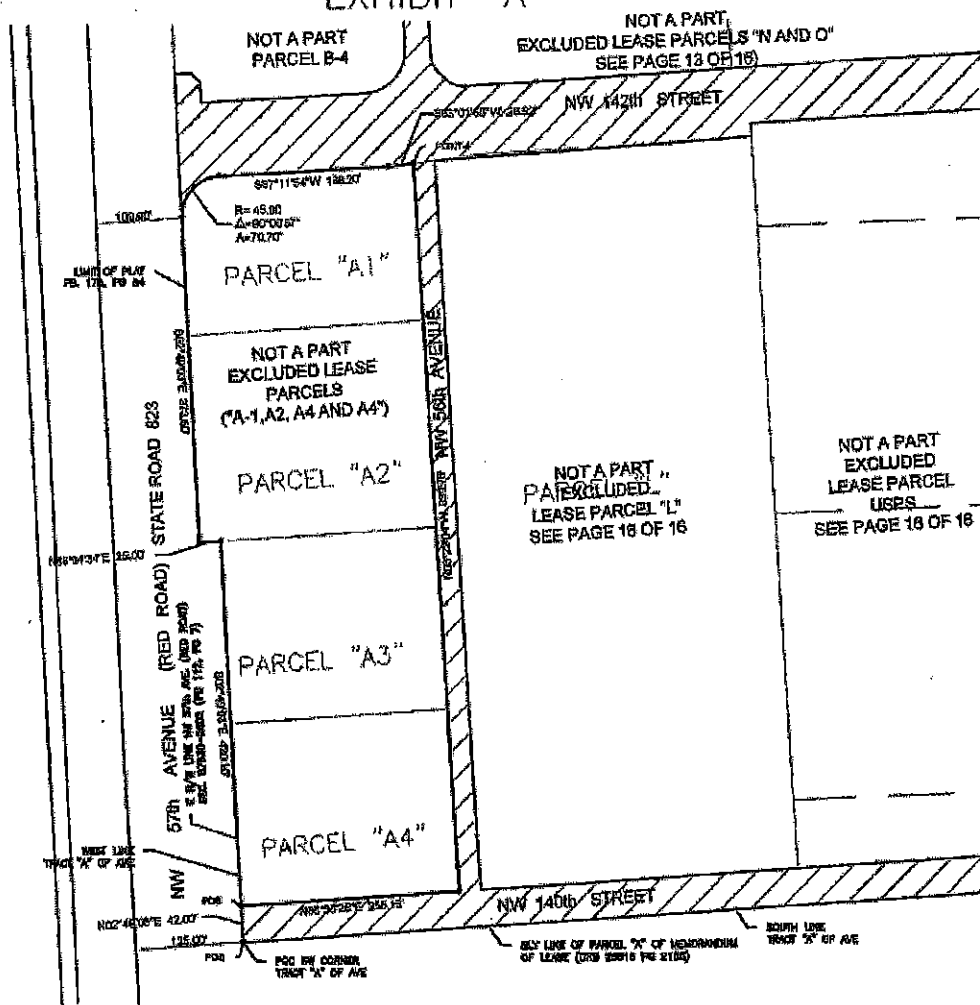


SKETCH TO ACCOMPANY LEGAL DESCRIPTION ROAD NETWORK AND LANDSCAPE AREAS PORTIONS OF TRACT A, AVE (PB 170, PG 84) AND TRACTS 5, 6, 7 AND 8, BLAIN ACRES (PB 24, PG 9)	E.R. BROWNELL & ASSOCIATES, INC LAND SURVEYORS - CONSULTING ENGINEERS 2525 SW 27th AVE MIAMI, FL 33133 (305)860-3888		
	DR. BY : FN	DATE : 5-10-16	SK.#
	JOB #56817CC	SCALE: 1" = 200'	SM-2764

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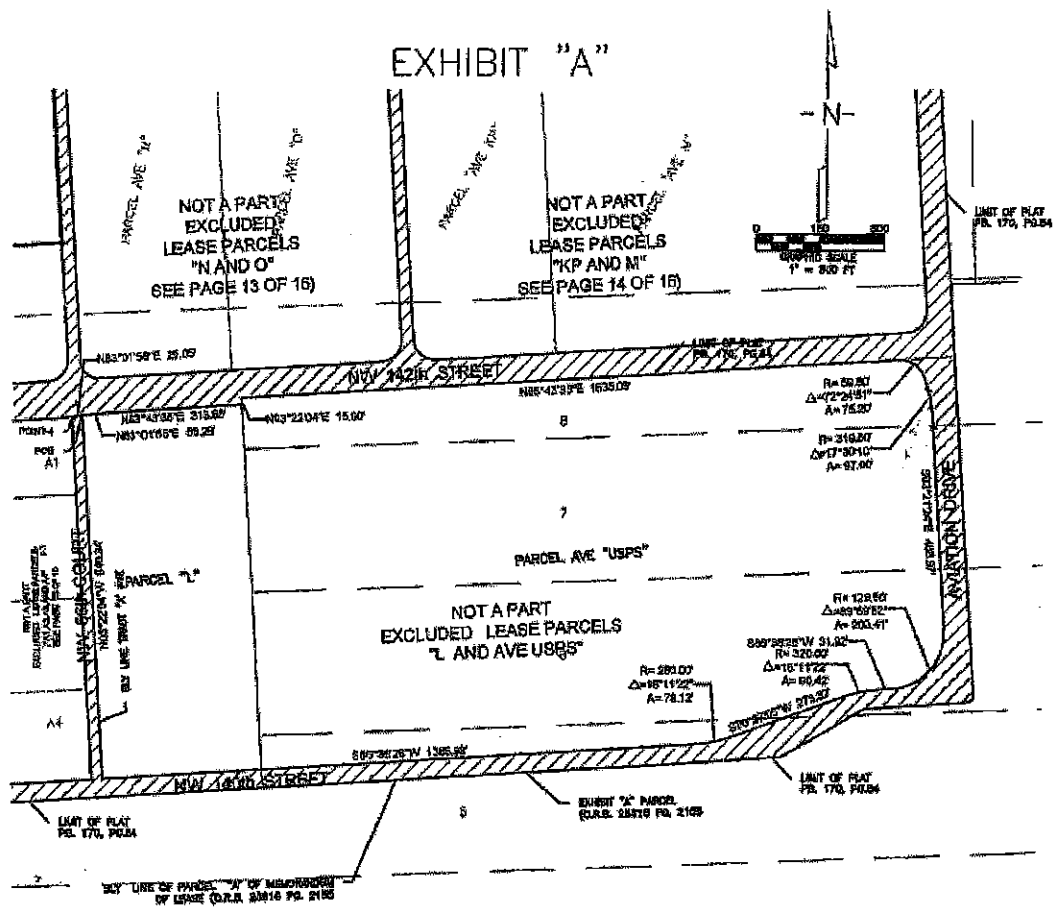
EXHIBIT "A"



SKETCH TO ACCOMPANY LEGAL DESCRIPTION ROAD NETWORK AND LANDSCAPE AREAS PORTIONS OF TRACT A, AVE (PB 170, PG 84) AND TRACTS 5, 6, 7 AND 8, BLAIN ACRES (PB 24, PG 8)	E.R. BROWNELL & ASSOCIATES, INC LAND SURVEYORS - CONSULTING ENGINEERS 2525 SW 27th AVE MIAMI, FL 33133 (305)860-3666
DR. BY : FN	DATE : 5-10-16
JOB # 56817CC	SCALE: 1" = 200'
SK.# SM-2764	

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EXHIBIT "A"



SKETCH TO ACCOMPANY LEGAL DESCRIPTION ROAD NETWORK AND LANDSCAPE AREAS PORTIONS OF TRACT A, AVE (PB 170, PG 84) AND TRACTS 5, 6, 7 AND B, BLAIN ACRES (PB 24, PG 9)	E.R. BROWNELL & ASSOCIATES, INC LAND SURVEYORS - CONSULTING ENGINEERS 2525 SW 27th AVE MIAMI, FL 33133 (305)860-3868
DR. BY : FN	DATE : 5-10-16
JOB # 56817CC	SCALE : 1" = 200'
SK. # SM-2764	

THIS DOCUMENT CONSISTS OF MULTIPLE PAGES AND IS NOT COMPLETE UNLESS ATTACHED TO THE OTHER CERTIFICATE OF AUTHORIZATION: L8761

EXHIBIT E

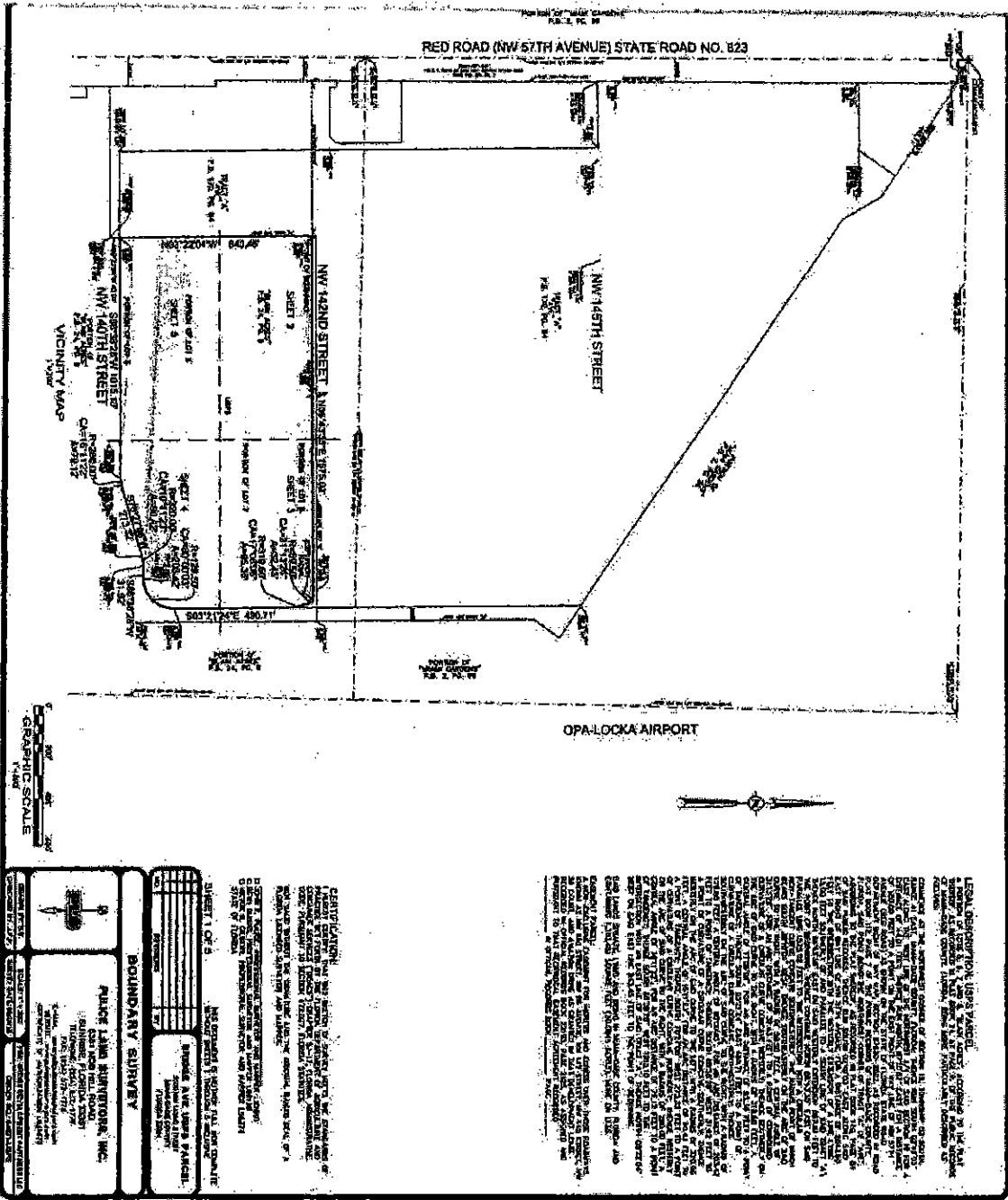
ROADWAY MAINTENANCE STANDARD SPECIFICATIONS

The Miami-Dade County Department of Transportation and Public Works Standards and Specifications Parts 1, 2 and 3, and/or the then-current Manual of Uniform Minimum Standards for Design, Construction and Maintenance for streets and highways of the Florida Department of Transportation design standards and standard specifications

EXHIBIT F

INTENTIONALLY OMITTED

Exhibit G-1 Aviation Parcel II (USPS Parcel)



LEGAL DESCRIPTION: A certain portion of the parcel known as Aviation Parcel II, located in the City of Opa-Locka, Dade County, Florida, and more particularly described as follows: ...

GENERAL NOTES: The boundaries of this parcel are shown as they exist on the ground. The survey was made by the Florida Department of Transportation and the Florida Department of Transportation is not responsible for the accuracy of the survey. The survey was made by the Florida Department of Transportation and the Florida Department of Transportation is not responsible for the accuracy of the survey. ...

BOUNDARY SURVEY

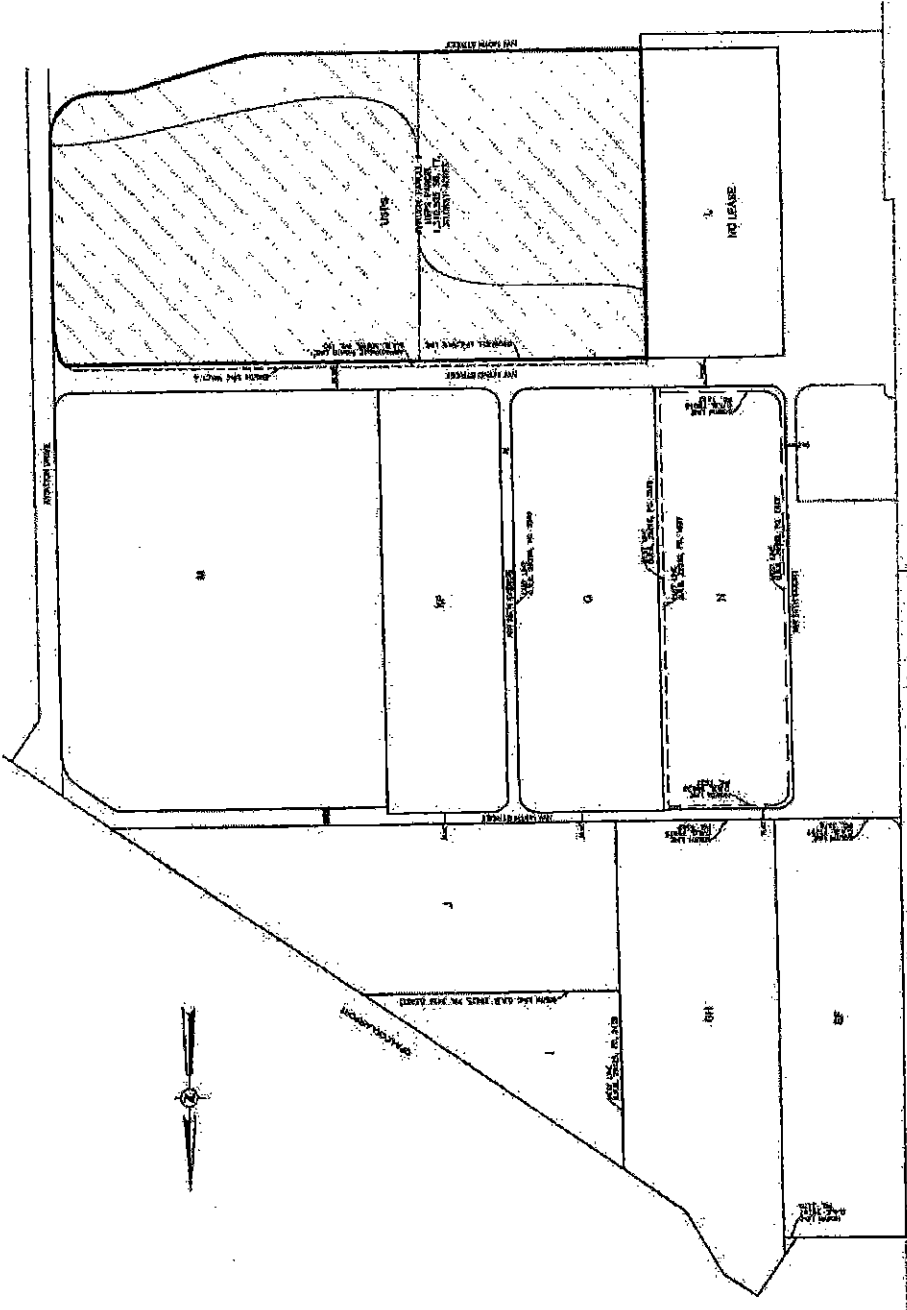
PLANNED LAND SURVEYING, INC.
11111 NW 142nd Street
Miami, Florida 33187
Telephone: (305) 251-1234
Fax: (305) 251-1235
www.plannedland.com

PROJECT: Aviation Parcel II (USPS Parcel)

DATE: 10/15/2003

BY: [Signature]

EXHIBIT G-1*



100 DOWNTOWN PL. SEASIDE, FL 32162
 BIRDIE AVE PARCELS
 SHEET 3 OF 3

PARCEL SKETCH

MULLEN ENGINEERING, INC.
 100 DOWNTOWN PL. SEASIDE, FL 32162
 PHONE: (407) 394-1177
 FAX: (407) 394-1178
 WWW.MULLENENGINEERING.COM

SCALE: 1" = 100'
 DRAWN BY: J.P.P.
 CHECKED BY: J.P.P.

DATE: 08/15/2008

GRAPHIC SCALE
 0 50 100 150 200
 FEET

THIS SKETCH IS FOR INFORMATION ONLY AND DOES NOT REPRESENT A CONTRACT. IT IS SUBJECT TO THE TERMS AND CONDITIONS OF THE CONTRACT AND THE SURVEYING RECORDS.

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EXHIBIT G-2
PRODUCT LIST

NAPCS Product List for NAICS 4881:
Support Services for Air Transportation

NAICS Code	Product Code	Product Description	NAICS Code	Product Code	Product Description
4881	1	Air transportation support services	488111	488119	488190
4881	1.1	X	488111		
4881	1.1.1		488111		
4881	1.1.2		488111		
4881	1.1.9		488111		

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NAPCS Product List for NAICS 4881:
Support Services for Air Transportation

NAICS Code	NAICS Description	Product Code	Product Description	Excludes
4881	1.2	X	Fixed-base-operator (FBO) services	<p>Providing a bundle of support services for small, private aircraft, which are usually not operating as a scheduled airline. These services are typically offered by a Fixed-Base Operator (FBO) establishment, often operating within a larger airport, typically on a membership, subscription, or contract basis. The bundle typically includes aircraft parking or hangar storage or both; refueling service (but not provision of fuel); flight planning and weather information; assistance in the loading and unloading passengers, baggage and crew; assistance in aircraft turn-arounds and pre-flight checks; arrangement of ground transportation and accommodation; handling and arrangement of regulatory paperwork; as well as use of conference rooms and lounge facilities, often including showers, kitchenettes, and entertainment equipment.</p> <p>Excludes:</p> <ul style="list-style-type: none"> • landing services for the larger airport hosting the FBO, are in product 1.3.2.1, Airport landing services. • parking space provided by airports on a fee-for-service basis is included in product 1.3, Airport operation and administration services.
488119				

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NAPCS Product List for NAICS 4881:
Support Services for Air Transportation

NAICS Code	NAICS Description	Product Code	Product Description	NAICS 4881 Description	NAICS 4881 Description	NAICS 4881 Description	NAICS 4881 Description	NAICS 4881 Description	NAICS 4881 Description
4881	1.3	X	Airport operation and administration services	Providing administration of airports or providing services essential to airport operations on a fee or contract basis.	Includes: • allowing aircraft to take off and land. • providing parking services for aircraft. • providing aircraft operators with access to airport facilities, such as loading bridges, gates, and baggage handling facilities. • maintenance of baggage handling facilities. • aircraft de-icing service. • runway maintenance service, including cleaning and snow removal.	Excludes: • rental and leasing of non-residential space is in the products under 9.1, Rental and leasing of non-residential space in buildings or other facilities. • security guard services, including air passenger screening. • providing transportation on a contract basis for air passengers or for airline and airport employees and contractors.	Continued below.	488119 488190	Wales Industries Providing the Products
4881	1.3 Cont'd								

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NAPCS Product List for NAICS 4881:
Support Services for Air Transportation

NAICS Code	NAICS Description	Product Code	Product Description	NAICS Code	NAICS Description
4881	1.3.1	X	Airport operation services	488119	488190
			Providing services essential to the operation of an airport, on a contract basis.		
			Includes:		
			• ramp services for aircraft such as refueling (except providing of fuel), loading and unloading of baggage, draining of lavatories, resupply of materials, etc.		
			• cleaning, snowplowing, or clearing of runways.		
			• de-icing services for planes or runways.		
			• ground direction of aircraft.		
			Excludes:		
			• loading and unloading of air cargo is in the products under 4, Handling of goods.		
4881	1.3.2	X	Airport administration services	488119	
			Providing administration of airport facilities and access to those facilities by aircraft operators and their passengers. Revenue for this product is composed of fees charged by airports to aircraft operators or their passengers for the use of airport facilities.		
			Includes:		
			• landing services.		
			• providing parking services for aircraft.		
			• passenger facility services.		
			• rental of gate, counter, and baggage claim and handling space.		
			• maintenance of baggage handling facilities.		
4881	1.3.2.1	X	Airport landing services	488119	
			Administering landing facilities of the airport and granting permission for aircraft to land at an airport.		

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NAPCS Product List for NAICS 4881:
Support Services for Air Transportation

Industry Subject Area	NAICS Code	NAICS Title	Definition	NAICS Industry Producing the Product
4881	1.3.2.2	X Parking services for aircraft	Providing space for the parking of aircraft, when not in use. Service may be provided in an enclosed hangar, or as a tie-down in a non-enclosed space. Excludes: • parking services for aircraft bundled with other fixed-base operator services, often on a membership or subscription basis, are in product 1.2, Fixed-base operator services.	488119
4881	1.3.2.3	X Airport passenger facility services	Administering the passenger terminal facilities of an airport and granting permission for aircraft operators and their passengers to use those facilities.	488119
4881	1.3.2.9	X Other airport administration services	Other fee-based administration services provided by airports.	488119
4881	1.3.2.9.1	X Rental of gate space	Renting or leasing of space for the docking of transportation vehicles, including facilities for the embarking and disembarking of passengers. Service is most commonly conducted for the rental and leasing of gates at airports.	488119 488210 488310 488490
4881	1.3.2.9.2	X Rental of counter space	Renting or leasing of counter space for the checking-in of passengers, collecting baggage, and the selling of tickets.	488119 488210 488310 488491
4881	1.3.2.9.3	X Rental of baggage claim and baggage handling space	Renting or leasing of space for passenger baggage claim areas, including rental of space for baggage handling operations.	488119 488210 488310 488491

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NAPCS Product List for NAICS 4881:
Support Services for Air Transportation

EXHIBIT G-2
PRODUCT LIST

NAICS Code	NAICS Description	Product Code	Product Description	NAICS Code	NAICS Description	Product Code	Product Description
4881	Other air transportation support services	2	Providing other air transportation support services such as management and operation of private aircraft, and repositioning of aircraft.	488119	Other air transportation support services	713990	481211 488119 713990
4881	Private aircraft management services	2.1	Providing management of a private aircraft on behalf of a client. A private aircraft is one that is not used regularly for common-carrier transportation. Service usually includes administration of insurance, hangar arrangement, fuel service, spare parts supply, operating equipment supply, maintenance and repair, and other day-to-day aspects of aircraft ownership. May include arrangement of rentals and charters of the aircraft when not in use. Excludes: • providing management services bundled with operation services, such as piloting, cabin service, and flight-planning, is in product 2.2, Private aircraft management and operation services.	488119	Private aircraft management services	713990	481211 488119 713990
4881	Private aircraft operations services	2.2	Providing management and operation of a private aircraft on behalf of a client. A private aircraft is one that is not used regularly for common-carrier transportation. Service includes handling flight-planning, piloting, cabin service, insurance, hangarage, maintenance and repair, accounting, and other administrative and day-to-day aspects of owning and operating the aircraft. May also include arrangement of rentals and charters of the aircraft when not in use by the owner. Excludes: • services provided to airlines. • providing management services separately from operation services is in product 2.1, Private aircraft management services. • maintenance and repair services sold separately are in products under 3, Maintenance and repair and related services for aircraft.	488119	Private aircraft operations services	713990	481211 488119 713990

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NAPCS Product List for NAICS 4881:
Support Services for Air Transportation

NAICS Code	NAICS Title	NAICS Description	NAICS Definition	NAICS Excludes
4881	2.9	X	Other air transportation support services, nec.	Providing air transportation support services, not elsewhere classified. Includes repositioning services (moving a transportation vehicle, empty of passengers or goods, under its own power from one location to another, especially over long distances. Examples: delivering an aircraft from the builder to the user, ferrying an aircraft from one base of operation to another.)
4881	3	X	Maintenance and repair services for aircraft	Providing maintenance and repair services, including installation of replacement parts, for aircraft. Includes: • parts bundled with maintenance and repair services. • washing, cleaning, testing, and inspection services for aircraft. Excludes: • maintenance and repair services bundled with rental and leasing of aircraft. • maintenance and repair services bundled with management and operation services for aircraft in product 2.2, Private aircraft management and operations services. • goods rebuilt by the selling establishment and sold separately are in product 9.2.1, Rebuilt engines, motors and components for aircraft. • retailing of parts sold separately are in product 9.10, Reselling services for merchandise, retail. Subset of product 9.6 on Transportation of Goods list.

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NAPCS Product List for NAICS 4881:
Support Services for Air Transportation

NAICS Code	NAICS Title	Product Code	Product Description	NAICS Title	Product Code
4881	3.1	X	Maintenance and repair services for aircraft	Providing maintenance and repair services (except washing, testing, and inspection services), including installation of replacement parts, for aircraft.	481111 481112 481211 481212 488190
				Includes: • parts bundled with maintenance and repair services.	
				Excludes: • maintenance and repair services bundled with rental and leasing of aircraft. • cleaning services for aircraft are in product 3.2, Washing and cleaning services for aircraft. • regulatory safety inspection and testing services for aircraft are in product 3.3, Regulatory safety testing and inspection services for aircraft. • goods rebuilt by the selling establishment and sold separately are in product 9.21, Rebuilt engines, motors and components for aircraft. • retailing of parts sold separately are in product 9.10, Reselling services for merchandise, retail.	
4881	3.2	X	Washing and cleaning services for aircraft	Washing the exterior and cleaning the interior of aircraft. Includes fumigation of aircraft holds.	481111 481112 481211 481212 488119 488190
				Excludes: • de-icing of aircraft is in product 1.3.1, Airport operation services.	
4881	3.2.1	X	Washing services for aircraft	Washing the exterior of aircraft	481111 481112 481211 481212 488119 488190
				Excludes: • de-icing of aircraft is in product 1.3.1, Airport operation services.	
4881	3.2.2	X	Cleaning services for aircraft	Cleaning the interior of an aircraft. Includes fumigation of aircraft holds.	488119 561720

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NAPCS Product List for NAICS 4881:
Support Services for Air Transportation

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Industry Group	NAICS Code	Product Code	Product Description	NAICS Industry Group	Product Code
4881	3.3	X	Regulatory safety testing and inspection services for aircraft	488111 481112 481211 481212 488190	
4881	4	X	Handling services for goods	484121 484122 484220 484230 486110 486210 486910 486990 488991 488999 492110 493110 493120 493130 493190 541614 561910	

Providing safety testing and inspections to meet aircraft regulatory requirements.

Providing handling services for goods transported as freight, including loading and unloading of trucks, railcars, aircraft, and vessels, etc., stevedoring, and wharfrage. Includes transferring freight from a vessel, railcar, truck, or aircraft to another vehicle. Includes services preparing freight for onward transportation, such as stuffing and destuffing of containers.

Includes:

- loading or unloading of passenger luggage from buses, trains, planes, and ships, etc.
- transferring intermodal containers from one mode of transport to another as well as stacking and stevedoring services for intermodal containers.
- loading or unloading of goods into or from intermodal containers is classified as a handling service according to the type of good being packed or unpacked.
- minimal-distance transfers of goods around transportation terminals.
- cross-docking of goods.

Excludes:

- handling services provided as part of a bundled warehousing or freight transportation arrangement service.
- handling of goods bundled with storage service.
- portering of personal baggage for passengers is in product 9.12, Portering or skycap services.
- transportation of goods; transport of goods by air transporters is in product 9.17, Transportation of goods by air transporters.

Same as product 3 on 4882 list.

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PRODUCT LIST

NAPCS Product List for NAICS 4881:
Support Services for Air Transportation

NAICS Code	NAICS Title	Product Code	Product Description	Product Title
4881	4.1	X	<p>Handling services for climate-controlled goods</p> <p>Includes:</p> <ul style="list-style-type: none"> loading or unloading of goods into or from intermodal containers equipped with climate controls. minimal-distance transfers around transportation terminals of climate-controlled goods. cross-docking of climate-controlled goods. <p>Excludes:</p> <ul style="list-style-type: none"> transferring intermodal containers containing climate-controlled goods from one mode of transport to another as well as stacking and stevedoring services for such. loading or unloading of goods into or from intermodal containers provided as part of a bundled warehousing or freight transportation arrangement service. <p>Same as product 3.3 on 4882 list.</p>	<p>484220 484230</p> <p>488119 488210</p> <p>488310 488320</p> <p>488490 488991</p> <p>493110 493120</p> <p>561910</p>
4881	4.2	X	<p>Handling services for boxed, palletized, and other packed goods, except climate-controlled</p> <p>Includes:</p> <ul style="list-style-type: none"> loading or unloading of boxed, palletized, and other packed goods (not climate-controlled) into or from intermodal containers. minimal-distance transfers of boxed or palletized (but not climate-controlled) goods around transportation terminals. cross-docking of boxed or palletized (but not climate-controlled) goods. <p>Excludes:</p> <ul style="list-style-type: none"> transferring intermodal containers containing box, palletized, and other packed goods from one mode of transport to another as well as stacking and stevedoring services for such. loading or unloading of goods into or from intermodal containers provided as part of a bundled warehousing or freight transportation arrangement service. <p>Same as product 3.4 on 4882 list.</p>	<p>484121 484122</p> <p>488119 488210</p> <p>488310 488320</p> <p>488490 488991</p> <p>493110 493120</p> <p>561910</p>

NAPCS Product List for NAICS 4881:
Support Services for Air Transportation

NAICS Code	NAICS Description	Product Code	Product Description	Product List
4881	4.3	X	Handling services for automobiles	<p>484220 484230 488210 488310 488320 488490 493190</p> <p>Includes: • loading or unloading of automobiles into or from intermodal containers.</p> <p>Excludes: • transferring intermodal containers containing automobiles from one mode of transport to another as well as stacking and stevedoring services for such. • loading or unloading of automobiles into or from intermodal containers provided as part of a bundled warehousing or freight transportation arrangement service.</p> <p>Same as product 3.6 on 4882 list.</p>
4881	4.4	X	Handling services for project cargo	<p>484220 484230 488119 488210 488310 488320 488490 493110 493190</p> <p>Includes: • minimal-distance transfers of large goods around transportation terminals. • cross-docking of large goods. • loading or unloading of project cargo into or from intermodal containers.</p> <p>Excludes: • transferring intermodal containers containing project cargo from one mode of transport to another as well as stacking and stevedoring services for such. • loading or unloading of project cargo into or from intermodal containers provided as part of a bundled warehousing or freight transportation arrangement service.</p> <p>Same as product 3.7 on 4882 list.</p>

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NAPCS Product List for NAICS 4881:
Support Services for Air Transportation

NAICS Subject Code	NAICS Title	NAICS Definition	NAICS Product Code
4881	4.9	<p>Handling services for other cargo</p> <p>X</p> <p>Includes:</p> <ul style="list-style-type: none"> loading or unloading of passenger luggage from buses, trains, planes, and ships, etc. loading or unloading of livestock and other cargo into or from intermodal containers. <p>Excludes:</p> <ul style="list-style-type: none"> transferring intermodal containers containing livestock and other cargo from one mode of transport to another as well as stacking and stevedoring services for such. loading or unloading of luggage, livestock, and other cargo into or from intermodal containers provided as part of a bundled warehousing or freight transportation arrangement service. <p>Same as product 3.9 on 4882 list.</p>	<p>484220 484230</p> <p>488119 488210</p> <p>488310 488320</p> <p>488991 493110</p> <p>493120 493130</p> <p>493190 561910</p>
4881	9	Related products	4881 others

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NAPCS Product List for NAICS 4881:
Support Services for Air Transportation

NAICS Code	NAICS Description	Product Code	Product Description
4881	Rental of non-residential space in buildings or other facilities	X	<p>Renting or leasing buildings, or space within buildings or other facilities, for non-residential uses such as office space, industrial space, retail stores, or food service.</p> <p>Includes:</p> <ul style="list-style-type: none"> • renting or leasing sites on a "concession" basis for such purposes as selling merchandise or meals at entertainment and sports venues. • renting space for meetings, conventions, weddings, parties, and similar events. • renting or leasing self-storage space. • renting or leasing engineering works and structures. <p>Excludes:</p> <ul style="list-style-type: none"> • renting and leasing land is in product 9.4, Rental of land for non-residential use. • providing a location for the placement of coin-operated and self-service machines such as vending machines, video games, and children's mechanical rides is in product 9.2, Hosting of vending machines, video games, and other non-gambling self-service machines. • providing space to host gambling machines is in product 9.3, Hosting of self-service gambling machines. • providing a location for the display of advertising messages on transit buildings and vehicles is in product 9.6, Leased display advertising media space, transit. • renting and leasing parking spaces is in product 9.5, Parking services. <p>Same as product 1.3 on 531 list.</p>
482111			483112
483114			485111
485112			485113
485119			485210
487110			487210
487990			488119
488210			488310
488490			531120

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PRODUCT LIST

NAPCS Product List for NAICS 4881:
Support Services for Air Transportation

NAICS Code	NAICS Description	NAICS Excludes	NAICS Includes
4881	9.1.1	<p>Rental of office and professional space</p> <p>X</p>	<p>Renting or leasing buildings, or space within buildings or other facilities, for office and professional uses.</p> <p>Excludes:</p> <ul style="list-style-type: none"> • renting space for meetings, conventions and similar events is in product 9.1.9, Rental of other non-residential space in buildings or other facilities. • renting and leasing parking spaces is in product 9.5, Parking services. <p>Same as product 1.3.1 on 531 list.</p>
4881	9.1.2	<p>Rental of commercial space</p> <p>X</p>	<p>Renting or leasing buildings, or space within buildings or other facilities, for retail selling of merchandise or rendering services (e.g., food and beverage preparation, movie houses, banks, and beauty salons, etc.).</p> <p>Includes:</p> <ul style="list-style-type: none"> • renting or leasing sites on a "concession" basis at entertainment, sports venues and other facilities. • renting or leasing retail space and restaurant space in hotel and office building lobbies. <p>Excludes:</p> <ul style="list-style-type: none"> • providing a location for the placement of coin-operated and self-service machines such as vending machines, video games, and children's mechanical rides. <p>Same as product 1.3.2 on 531 list.</p>

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NAPCS Product List for NAICS 4881:
Support Services for Air Transportation

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PRODUCT LIST

NAICS Code	Product	NAICS Code	Product
4881	9.1.9	488111	483112
		483114	485111
		485112	485113
		485119	485210
		487110	487210
		487990	488119
		488210	488310
		488490	531120
4881	9.2 (9.9.1)	488119	488190
			713990

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NAPCS Product List for NAICS 4881:
Support Services for Air Transportation

Industry Subsector	NAICS Code	NAICS Description	NAICS Code	NAICS Description
4881	9.3 (9.9.2)	9.3 (9.9.2)	X	<p>Hosting of self-service gambling machines</p> <p>Providing a location for the placement of self-service gambling machines such as slot machines and video lottery terminals, for a fee or commission paid by the owners or lessors of the machines. Machines are typically operated by coins, small bills, or payment card.</p> <p>Excludes:</p> <ul style="list-style-type: none"> • providing a location for the placement of coin-operated and self-service non-gambling machines such as vending machines, video games, and children's mechanical rides is in product 9.2, Hosting of vending machines, video games, and other non-gambling self-service machines. • operating coin-operated gambling machines such as slot machines and video lottery terminals. <p>Same as product 1.7 on 7132 list.</p>

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NAPCS Product List for NAICS 4881:
Support Services for Air Transportation

NAICS Code	Product Code	Product Name	Product Description	NAICS Industry Group	Product Name	Product Description
4881	9.4	Rental of land for non-residential use		488119	Rental of land for non-residential uses.	
	X				Includes:	
	X				• renting or leasing property with buildings or other structures if the value of the land is greater than the value of the structures.	
	X				• leasing the right to exploit inland surface waters for recreational or other purposes, including fishing.	
	X				• renting or leasing land for agricultural, industrial, and commercial uses.	
	X				• renting or leasing air-space above land for nonresidential uses.	
	X				Excludes:	
	X				• renting and leasing non-residential buildings and other facilities, including engineering structures, classified in product 9.1, Rental of non-residential space in buildings or other facilities.	
	X				• rents, royalties or other payments paid for the right to explore for, or exploit deposits of minerals or fossil fuels.	
	X				• providing a location for the placement outdoors of coin-operated machines such as children's mechanical rides is in product 9.2, Hosing of vending machines, video games, and other non-gambling self-service machines.	
	X				• renting and leasing parking spaces is in product 9.5, Parking services.	
	X				Same as product 1.1.2 on 531 list.	

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NAPCS Product List for NAICS 4881:
Support Services for Air Transportation

NAICS Code	NAICS Description	Product Code	Product Description	NAICS 4881 Description	Product Code	Product Description
4881	Support services for air transportation	9.5	X	Parking services	488119 812930	Providing parking for automobiles, motorcycles, and bicycles, both on-streets and off-streets. Includes: • providing space only as well as providing space bundled with an automobile parking service ("valet service") • residence parking space, such as parking service provided in apartment parking lots and garages. • covered or uncovered parking space. Excludes: • rental of lock-up garages or garage premises for vehicles by the month or year. Same as product 1 on 81293 list.
4881	Support services for air transportation	9.6	X	Leased display advertising media space, transit	488119 541850	Leasing display advertising media space affixed to moving vehicles, or positioned in the common areas of transit stations, terminal and airports. Includes: • display space in bus stations, train stations, subway stations, and airports; exterior & interior bus panels; interior & exterior subway and rail advertising; truckside panels, and taxi panels, etc. • installation, maintenance and removal of the advertising substrate. Excludes: • leasing display advertising media space on bus shelters or other fixtures outside of an airport or bus, subway, or rail station. Same as product 1.2 on 54185 list.

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PRODUCT LIST

NAPCS Product List for NAICS 4881:
Support Services for Air Transportation

NAICS Code	NAICS Description	Product Code	Product Description	Notes
4881	9.7	X	Rental of baggage carts	Renting use of baggage carts, typically while in an airport or train station. Subset of product 1.7 on 81299 list.
4881	9.8	X	Short-term communication access services	Providing or arranging access to telecommunications and Internet services for individuals such as passengers, hotel guests, hospital patients, and Internet café clients, using wired or wireless connections. May include access to computers, printers, copiers, scanners, and Fax machines. Excludes: • providing or arranging access to entertainment services. • providing dedicated support services for business communications.
4881	9.10	X	Reselling services for merchandise, retail	Retailing of merchandise purchased on own account for resale or sold on a fee or commission basis for others. Includes reselling of apparel, memorabilia, publications, prepackaged foods and beverages, and other merchandise. Also includes vending machine sales. Revenue for this product includes the gross margin, fees, and commissions earned on sales. Same as product 15.1 on 711 list.

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EXHIBIT G-2
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NAPCS Product List for NAICS 4881:
Support Services for Air Transportation

NAICS Code	NAICS Description	NAICS Definition	NAICS Inclusions	NAICS Exclusions
4881	9.10.1	Reselling services for fuel, retail	X	<p>Retailing of fuel for engines, such as gasoline and diesel fuel, purchased on own account for resale or sold on a fee or commission basis for others. Revenue for this product includes the gross margin, fees, and commissions earned on sales, as well as any charges for the "refueling service" itself.</p> <p>Excludes:</p> <ul style="list-style-type: none"> refueling services bundled with other fixed-base operator services, often on a membership or subscription basis, is in product 1.2, Fixed-base operator services. <p>Same as product 2.1.1 on 487 list.</p>
4881	9.10.2	Reselling services for packaged food and beverages, retail	X	<p>Retailing of packaged food and beverage purchased on own account for resale or sold on a fee or commission basis for others. Includes vending machine sales. Revenue for this product includes the gross margin, fees, and commissions earned on sales.</p> <p>Same as product 15.1.2 on 711 list.</p>
4881	9.10.9	Reselling services for merchandise, except packaged food and beverages and fuel, retail	X	<p>Retailing of merchandise (except packaged food and beverages and fuel) purchased on own account for resale or sold on a fee or commission basis for others. Includes vending machine sales. Revenue for this product includes the gross margin, fees, and commissions earned on sales.</p> <p>Same as product 8.18.3 on 485 list.</p>

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NAPCS Product List for NAICS 4881:
Support Services for Air Transportation

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NAICS Code	Product Code	Product Description	Notes	NAICS Code	Product Code	Product Description	Notes
4881	9.11	Merchandise licensing, domestic and international	<p>Granting permission for the commercial use of trademarked property (names, symbols, and logos, etc.) that is implicitly or explicitly protected as industrial property owned or controlled by the licensor, on merchandise (such as T-shirts, hats, pens, mugs, toys, etc.) owned by other economic entities.</p> <p>Same as product 10.1 on 711 list.</p>	488119	488190		
4881	9.12	Portering or skycap services	<p>Handling and moving a passenger's personal baggage, usually between transportation modes, such as between ground transportation and check-in for air transportation.</p>	488119	488190	812990	
4881	9.13	Scheduled passenger transportation by air	<p>Providing passenger transportation by air from one point to a different point, on a flight operated on a regular basis according to a published timetable.</p> <p>Includes:</p> <ul style="list-style-type: none"> • one-way, round trip, open jaw, or other routes. • revenue earned from sale of loyalty program miles or points to third parties. • charges for excess baggage fees, special baggage handling fees, change fees, cancellation fees, call center fees, and other incidental charges paid by passenger to complete the trip. • air transportation sold directly to passengers or through intermediaries such as travel agencies or through airline network agreements. • air transportation provided under contract to third-party payers. • air transportation sold to other passenger transportation providers (airlines and bus companies, etc.) or to tour operators for resale. <p>Continued below.</p>	481111	481211	488119	488119

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PRODUCT LIST

NAPCS Product List for NAICS 4881:
Support Services for Air Transportation

NAICS Industries Product	United States	NAICS Industries Product
4881	9.13 Cont'd	<p>Excludes:</p> <ul style="list-style-type: none"> • reservation service or booking service for an airline flight. • providing passenger transportation from one point to another in chartered aircraft is in product 9.14. <p>Non-scheduled (Chartered) passenger transportation by air:</p> <ul style="list-style-type: none"> • providing same day-return sightseeing trips by air is in product 9.15, Sightseeing services by air, not bundled with prepared meals, entertainment or accommodation. • leasing of an aircraft with operator to an air carrier, as an input for providing passenger transportation service, is in product 9.23, Rental of aircraft with crew for air carrier use ("Wet Leasing"). <p>Same as product 1 on 4811 list.</p>
4881	9.14	<p>Providing passenger transportation by air from one point to another point on an itinerary designed by the client, except according to a regular schedule. Service may be sold on a per-hour or negotiated basis at time of service, or may be executed on the basis of pre-sold block hours. The service provides the rental or leasing of a complete aircraft and crew for the transportation of passengers and accompanying baggage, equipment, and supplies.</p> <p>Includes:</p> <ul style="list-style-type: none"> • positioning fees, "deadhead" fees, lay-over fees, and pilot stand-by and layover fees. • on-board catering, on-board telecommunications arrangement, and other services (e.g., post-trip arrangement of ground transportation and accommodation) bundled with the air transportation service. • non-scheduled passenger transportation by helicopters and fixed-wing aircraft. • non-scheduled passenger transportation by fixed-wing aircraft. <p>Continued below.</p>

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NAPCS Product List for NAICS 4881:
Support Services for Air Transportation

Industry Subject Area	NAICS Code	National Product Code	NAICS Code	Description
4881	9.14 Cont'd	United States	4881	<p>Excludes:</p> <ul style="list-style-type: none"> • providing scheduled air passenger transportation is in product 9.13, Scheduled passenger transportation by air. • providing same day-return sightseeing transportation by air is in product 9.15, Sightseeing services by air, not bundled with prepared meals, entertainment or accommodation. • providing tour packages with non-scheduled air transportation bundled with overnight accommodations is classified in Packaged tours, except cruises. • providing air ambulance services is in product 9.16, Specialty flying services. • transporting smokejumpers by air is in product 9.16, Specialty flying services. • transporting passengers by air for participatory recreation activities (e.g., skydiving) is classified in Recreational services, air-based. • serving food on-board a chartered aircraft, when not bundled with the transportation service, is classified in Meals and beverages, prepared and served or dispensed, for immediate consumption. • retailing of packaged food and beverages sold separately is in product 9.10.2, Reselling services for packaged food and beverages, retail <p>Same as product 1 on 4812 (passenger) list.</p>

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NAPCS Product List for NAICS 4881:
Support Services for Air Transportation

NAICS Code	NAICS Description	NAICS Definition	NAICS Product
4881	9.15	<p>Sightseeing services by air, not bundled with prepared meals, entertainment or accommodation</p> <p>X</p>	<p>481111 481211 481219 487990 488119</p>
4881	9.15 Cont'd	<p>Providing passenger transportation by air, primarily for sightseeing pleasures (the enjoyment of views, scenery, or ambience) but not including prepared meals, entertainment, or accommodation. Service is generally characterized by round-trip transportation to the point of origin and may include commentary, admissions to attractions, guided visits, and pre- or post-trip transportation. Service may be scheduled or chartered.</p> <p>Includes:</p> <ul style="list-style-type: none"> sightseeing by motorized airplane, helicopter, glider and hot air balloon. <p>Excludes:</p> <ul style="list-style-type: none"> sightseeing by air bundled with prepared meals and/or entertainment. providing tour packages with scheduled or non-scheduled transportation by air bundled with overnight accommodations. sightseeing by air involving client-powered transportation or sporting activities in which the client participates (e.g., hang gliding and skydiving). <p>Continued below.</p>	
		<p>• providing non-scheduled air passenger transportation from one point to another by chartered aircraft is in products under 9.14. Nonscheduled (Chartered) passenger transportation by air.</p> <p>• providing scheduled air passenger transportation is in product 9.13. Scheduled passenger transportation by air.</p> <p>• retailing of packaged food and beverages sold separately is in product 9.10. Reselling services for merchandise, retail.</p> <p>Same as product 1.4.1 on 487 list.</p>	

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NAPCS Product List for NAICS 4881:
Support Services for Air Transportation

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PRODUCT LIST

NAICS Code	NAICS Description	NAICS Product Code	NAICS Product Description
4881	9.16	X	Specialty flying services
			Providing use of an aircraft with crew, except for transportation, sightseeing, or recreational services. Includes a variety of services not primary to Sector 48-49 of NAICS that require use of aircraft with specialized equipment and crew with specialized skills.
			Same as product 2.3 on 4812 (passenger) list.
			115112 115310 481211 481212 481219 487990 488119 512110 541370 541922 541990 611520 611620 621910 711510 713990
4881	9.17	X	Transportation of goods by air transporters
			Transportation of goods from one point to another by air transporters.
			Same as product 3.4 on 4811 list.
			481111 481112 481211 481212 481219 488119 488190 492110
4881	9.18	X	Private aircraft consulting services
			Providing advice and guidance to non-airline companies regarding private aircraft. A private aircraft is one that is not used regularly for common-carrier transportation. Includes providing advice and guidance regarding purchasing of aircraft, sale of existing aircraft, fractional ownership of aircraft programs, management programs, and maintenance services. Service may include arrangement of test flights, inspections, and representation in purchase negotiations.
			Excludes: • advice and guidance to airlines.
			481211 488119 541690

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NAPCS Product List for NAICS 4881:
Support Services for Air Transportation

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NAICS Code	Product Code	Description	NAICS Industries Producing the Product
4881	9.19	X Pilot training services, private	4881219 488119 611512 713990
		Providing instructional programs and courses that prepare individuals to fly aircraft for personal use, and qualify individuals to sit for the pilot's license examination.	
		Excludes: • commercial pilot and flight crew training. Same as product 1.4.7.1 on 61 list.	
4881	9.20	X Rental of aircraft without pilot, except dry leasing	488119 481211 481219 5324
		Renting or leasing an aircraft for own-operation.	
		Excludes: • rental of aircraft without crew to airlines ("dry leasing"). Subset of product 1.1.1 on 5324 list.	
4881	9.21	X Rebuilt engines, motors and components for aircraft	33641 481111 481112 481211 481212 488190
		Engines, motors, and components for aircraft that have been rebuilt by the selling establishment.	
		Excludes: • rebuilt goods bundled with repair and maintenance services, classified in product 3.1, Maintenance and repair services for aircraft. Same as product 3.9.9 on 4811 (passenger) list.	

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NAPCS Product List for NAICS 4881:
Support Services for Air Transportation

NAICS Product Code	NAICS Product Title	NAICS Product Description	NAICS Product Code	NAICS Product Title	NAICS Product Description
4881	9.22	Rental of aircraft with crew for air carrier use ("Wet Leasing")	48111	481112	Renting or leasing of aircraft by one air carrier to another air carrier, along with pilot and crew, maintenance, and insurance for the operation of the aircraft. Excludes: • chartering of aircraft for passenger transportation in product 9.14, Non-scheduled (Chartered) passenger transportation by air. • chartering of aircraft for goods transportation in product 9.17, Transportation of goods by air. • air passenger transportation conducted in the livery of another marketing carrier, using that carrier's gate and check-in facilities and the master flight number of the other carrier, is included in the product 9.13, Scheduled passenger transportation by air. • renting and leasing aircraft without crew to air carriers ("dry leasing"). Same as product 2 on 48111 (passenger) list.
4881	9.23	Transportation concessions	4881	488119	Providing the rights to provide ground transportation services of a certain type from a transportation hub. Service is typically offered as an exclusive taxi concession, exclusive limousine or private car concession, or both, from an airport. May include designated space for vehicles to park or wait for passengers. Includes: • concessions to shuttle services, operating by or on behalf of off-site hotels or car rentals.
4881	9.99	Other related products	4881	others	Other related products provided by establishments classified in NAICS 4881. Includes: • local, fixed-route passenger transportation by road.

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YEAR:	AVE DEVELOPMENT SCHEDULE				
	2019	2020	2021	2023	2024
Airside	\$ 25,000,000	\$ 11,000,000			
Hotel(AVE BLDG A)	\$ 7,000,000	\$ 7,000,000			
B2, A4		\$ 3,000,000			
C				\$ 2,000,000	
GH	\$ 9,221,100	\$ 3,951,900			
M	\$ 2,908,800	\$ 20,361,600	\$ 5,817,600		
KP	\$ 1,536,200	\$ 10,753,400	\$ 3,072,400		
L	\$ 6,255,200	\$ 2,680,800			

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This instrument prepared by and
after recording return to:

Akerman LLP
One SE Third Avenue, 25th Floor
Miami, Florida 33131
Attention: Sue Zablouil

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

RECIPROCAL LICENSE AGREEMENT

This RECIPROCAL LICENSE AGREEMENT (this "RLA") is made as of _____, 2018 (the "Effective Date") by and among (i) AVE, LLC, a Florida limited liability company ("Ave"); AVE BUILDING A, LLC, a Florida limited liability company ("Ave A"); AVE BUILDING A1, LLC, a Florida limited liability company ("Ave A1"); AVE BUILDING A2, LLC, a Florida limited liability company ("Ave A2"); AVE BUILDING B1, LLC, a Florida limited liability company ("Ave B1"); AVE BUILDING B3, LLC, a Florida limited liability company ("Ave B3"); AVE BUILDING B4, LLC, a Florida limited liability company ("Ave B4"); AVE BUILDING C, LLC, a Florida limited liability company ("Ave C"); and AVE AIRSIDE, LLC, a Florida limited liability company ("Ave Airside"); (ii) BRIDGE AVE GH, LLC, a Florida limited liability company ("Bridge GH"); BRIDGE AVE KP, LLC, a Florida limited liability company ("Bridge KP"); BRIDGE AVE L, LLC, a Florida limited liability company ("Bridge L"); BRIDGE AVE M, LLC, a Florida limited liability company ("Bridge M"); and (iii) EGMR Ave USPS, LLC, a Delaware limited liability company ("EGMR USPS"), EGMR Ave N, LLC, a Delaware limited liability company ("EGMR N"), EGMR Ave O, LLC, a Delaware limited liability company ("EGMR O"), EGMR Ave EF, LLC, a Delaware limited liability company ("EGMR EF"), EGMR Ave J, LLC, a Delaware limited liability company ("EGMR J"), and EGMR Ave I, LLC, a Delaware limited liability company ("EGMR I").

RECITALS

A. Miami-Dade County, Florida, by and through the Miami-Dade County Aviation Department ("MDAD"), as lessor, and Ave, as lessee, entered into that certain Amended and Restated Development Lease dated as of February 19, 2007 ("Amended and Restated Development Lease"), as amended by that certain First Amendment to Amended and Restated Development Lease dated _____, 2018 ("First Amendment," and the Amended and Restated Development Lease, as amended by the First Amendment, together with any subsequent amendments thereto from time to time, herein collectively, the "Development Lease"), pursuant to which Ave leased from MDAD certain premises consisting of approximately 178 acres of real property located at the Opa Locka Executive Airport as set forth on Exhibit A-1 attached hereto

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(the "Property"), all of which is commonly referred to as the "Ave Aviation and Commerce Center."

B. Ave entered into that certain Partial Assignment and Assumption of Amended and Restated Development Lease with Ave USPS, LLC dated as of September 25, 2012 and recorded on January 30, 2013 in Official Records Book 28465, Page 4225 of the public records of Miami-Dade County, Florida (the "Public Records"), which in turn entered into that certain [Partial Assignment and Assumption of Amended and Restated Development Lease] with EGMR USPS dated as of _____, _____ and recorded on _____, _____ in Official Records Book _____, Page _____ of the Public Records (the "EGMR USPS Assignment") pursuant to which Ave USPS, LLC assigned to EGMR USPS all of Ave USPS, LLC's right, title and leasehold interest in and to the Development Lease (with respect to the "EGMR USPS Property" set forth on Exhibit A-2 attached hereto) and to the EGMR USPS Property, and EGMR USPS assumed all of the terms, conditions, agreements and covenants and obligations of Ave USPS in and under the Development Lease with respect to the EGMR USPS Property and to the EGMR USPS Property.

C. Ave entered into that certain Partial Assignment and Assumption of Amended and Restated Development Lease with Ave N, LLC dated as of February 11, 2014 and recorded on February 13, 2014 in Official Records Book 29030, Page 1637 of the Public Records, which in turn entered into that certain [Partial Assignment and Assumption of Amended and Restated Development Lease] with EGMR N dated as of _____, _____ and recorded on _____, _____ in Official Records Book _____, Page _____ of the Public Records (the "EGMR N Assignment") pursuant to which Ave N, LLC assigned to EGMR N all of Ave N, LLC's right, title and leasehold interest in and to the Development Lease (with respect to the "EGMR N Property" set forth on Exhibit A-3 attached hereto) and to the EGMR N Property, and EGMR N assumed all of the terms, conditions, agreements and covenants and obligations of Ave N in and under the Development Lease with respect to the EGMR N Property and to the EGMR N Property.

D. Ave entered into that certain Partial Assignment and Assumption of Amended and Restated Development Lease with Ave O, LLC dated as of August 29, 2014 and recorded on September 4, 2014 in Official Records Book 29296, Page 3589 of the Public Records, which in turn entered into that certain [Partial Assignment and Assumption of Amended and Restated Development Lease] with EGMR O dated as of _____, _____ and recorded on _____, _____ in Official Records Book _____, Page _____ of the Public Records (the "EGMR O Assignment") pursuant to which Ave O, LLC assigned to EGMR O all of Ave O, LLC's right, title and leasehold interest in and to the Development Lease (with respect to the "EGMR O Property" set forth on Exhibit A-4 attached hereto) and to the EGMR O Property, and EGMR O assumed all of the terms, conditions, agreements and covenants and obligations of Ave O in and under the Development Lease with respect to the EGMR O Property and to the EGMR O Property.

E. Ave entered into that certain Partial Assignment and Assumption of Amended and Restated Development Lease with Ave EF, LLC dated as of September 4, 2014 and recorded on September 5, 2014 in Official Records Book 29297, Page 3378 of the Public Records, which in

turn entered into that certain [Partial Assignment and Assumption of Amended and Restated Development Lease] with EGMR EF dated as of _____, _____ and recorded on _____, _____ in Official Records Book _____, Page _____ of the Public Records (the "EGMR EF Assignment") pursuant to which Ave EF, LLC assigned to EGMR EF all of Ave EF, LLC's right, title and leasehold interest in and to the Development Lease (with respect to the "EGMR EF Property" set forth on Exhibit A-5 attached hereto) and to the EGMR EF Property, and EGMR EF assumed all of the terms, conditions, agreements and covenants and obligations of Ave EF, LLC in and under the Development Lease with respect to the EGMR EF Property and to the EGMR EF Property.

F. Ave entered into that certain Partial Assignment and Assumption of Amended and Restated Development Lease with Ave J, LLC dated as of September 4, 2014 and recorded on September 5, 2014 in Official Records Book 29298, Page 718 of the Public Records and re-recorded on February 24, 2015 in Official Records Book 29513, Page 524 of the Public Records to correct the legal description thereto, which in turn entered into that certain [Partial Assignment and Assumption of Amended and Restated Development Lease] with EGMR J dated as of _____, _____ and recorded on _____, _____ in Official Records Book _____, Page _____ of the Public Records (the "EGMR J Assignment") pursuant to which Ave J, LLC assigned to EGMR J all of Ave J, LLC's right, title and leasehold interest in and to the Development Lease (with respect to the "EGMR J Property" set forth on Exhibit A-6 attached hereto) and to the EGMR J Property, and EGMR J assumed all of the terms, conditions, agreements and covenants and obligations of Ave J, LLC in and under the Development Lease with respect to the EGMR J Property and to the EGMR J Property.

G. Ave entered into that certain Partial Assignment and Assumption of Amended and Restated Development Lease with Ave GH, LLC dated as of May 1, 2015 and recorded on May 21, 2015 in Official Records Book 29625, Page 4589 of the Public Records, which in turn entered into that certain [Partial Assignment and Assumption of Amended and Restated Development Lease] with Bridge GH dated as of _____, _____ and recorded on _____, _____ in Official Records Book _____, Page _____ of the Public Records (the "Bridge GH Assignment") pursuant to which Ave GH, LLC assigned to Bridge GH all of Ave GH, LLC's right, title and leasehold interest in and to the Development Lease (with respect to the "Bridge GH Property" set forth on Exhibit A-7 attached hereto) and to the Bridge GH Property, and Bridge GH assumed all of the terms, conditions, agreements and covenants and obligations of Ave GH, LLC in and under the Development Lease with respect to the Bridge GH Property and to the Bridge GH Property.

H. Ave entered into that certain Partial Assignment and Assumption of Amended and Restated Development Lease with Ave I, LLC dated as of May 1, 2015 and recorded on May 21, 2015 in Official Records Book 29625, Page 2426 of the Public Records, which in turn entered into that certain [Partial Assignment and Assumption of Amended and Restated Development Lease] with EGMR I dated as of _____, _____ and recorded on _____, _____ in Official Records Book _____, Page _____ of the Public Records (the "EGMR I Assignment") pursuant to which Ave I, LLC assigned to EGMR I all of Ave I, LLC's right, title and leasehold interest in and to the Development Lease (with respect to the "EGMR I Property" set forth on Exhibit A-8 attached hereto) and to the EGMR I Property, and EGMR I assumed all of the terms,

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conditions, agreements and covenants and obligations of Ave I, LLC in and under the Development Lease with respect to the EGMR I Property and to the EGMR I Property.

I. Ave entered into that certain Partial Assignment and Assumption of Amended and Restated Development Lease with Ave KP, LLC dated as of May 1, 2015 and recorded on May 21, 2015 in Official Records Book 29626, Page 1295 of the Public Records, which in turn entered into that certain [Partial Assignment and Assumption of Amended and Restated Development Lease] with Bridge KP dated as of _____, _____ and recorded on _____, _____ in Official Records Book _____, Page _____ of the Public Records (the "Bridge KP Assignment") pursuant to which Ave indirectly assigned to Bridge KP all of Ave KP, LLC's right, title and leasehold interest in and to the Development Lease (with respect to the "Bridge KP Property" set forth on Exhibit A-9 attached hereto) and to the Bridge KP Property, and Bridge KP assumed all of the terms, conditions, agreements and covenants and obligations of Ave KP, LLC in and under the Development Lease (with respect to the Bridge KP Property) and to the Bridge KP Property.

J. Ave contemporaneously herewith entered into that certain Partial Assignment and Assumption of Amended and Restated Development Lease with Ave L, LLC dated as of _____, 2018 and recorded on _____, 2018 in Official Records Book _____, Page _____ of the Public Records, which in turn entered into that certain [Partial Assignment and Assumption of Amended and Restated Development Lease] with Bridge L dated as of _____, _____ and recorded on _____, _____ in Official Records Book _____, Page _____ of the Public Records (the "Bridge L Assignment") pursuant to which Ave L, LLC assigned to Bridge L all of Ave L, LLC's right, title and leasehold interest in and to the Development Lease (with respect to the "Bridge L Property" set forth on Exhibit A-10 attached hereto) and to the Bridge L Property, and Bridge L assumed all of the terms, conditions, agreements and covenants and obligations of Ave L, LLC in and under the Development Lease (with respect to the Bridge L Property) and to the Bridge L Property.

K. Ave entered into that certain Partial Assignment and Assumption of Amended and Restated Development Lease with Ave M, LLC dated as of May 1, 2015 and recorded on May 21, 2015 in Official Records Book 29626, Page 2343 of the Public Records, which in turn entered into that certain [Partial Assignment and Assumption of Amended and Restated Development Lease] with Bridge M dated as of _____, _____ and recorded on _____, _____ in Official Records Book _____, Page _____ of the Public Records (the "Bridge M Assignment") pursuant to which Ave M, LLC assigned to Bridge M all of Ave M, LLC's right, title and leasehold interest in and to the Development Lease (with respect to the "Bridge M Property" set forth on Exhibit A-11 attached hereto) and to the Bridge M, and Bridge M assumed all of the terms, conditions, agreements and covenants and obligations of Ave M, LLC in and under the Development Lease (with respect to the Bridge M Property) and to the Bridge M Property.

L. Ave entered into (a) that certain Partial Assignment and Assumption of Amended and Restated Development Lease with Ave B4, dated as of April 16, 2014 and recorded on August 29, 2014 in Official Records Book 29291, Page 1047 of the Public Records (the "Ave B4 Assignment") pursuant to which Ave assigned to Ave B4 all of Ave's right, title and leasehold interest in and to the Development Lease (with respect to the "Ave B4 Property" set forth on Exhibit A-12 attached hereto) and to the Ave B4 Property as of April 16, 2014, and Ave B4

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assumed all of the terms, conditions, agreements and covenants and obligations of Ave in and under the Development Lease (with respect to the Ave B4 Property) and to the Ave B4 Property; (b) that certain Partial Assignment and Assumption of Amended and Restated Development Lease with Ave B1, dated as of November 17, 2014 and recorded on February 25, 2015 in Official Records Book 29515, Page 2092 of the Public Records (the "Ave B1 Assignment") pursuant to which Ave assigned to Ave B1 all of Ave's right, title and leasehold interest in and to the Development Lease (with respect to the "Ave B1 Property" set forth on Exhibit A-13 attached hereto) and to the Ave B1 Property as of November 17, 2014, and Ave B1 assumed all of the terms, conditions, agreements and covenants and obligations of Ave in and under the Development Lease (with respect to the Ave B1 Property) and to the Ave B1 Property; and (c) that certain Partial Assignment and Assumption of Amended and Restated Development Lease with Ave B3, dated as of November 17, 2014 and recorded on February 25, 2015 in Official Records Book 29515, Page 3674 of the Public Records (the "Ave B3 Assignment") pursuant to which Ave assigned to Ave B3 all of Ave's right, title and leasehold interest in and to the Development Lease (with respect to the "Ave B3 Property" set forth on Exhibit A-14 attached hereto) and to the Ave B3 Property as of November 17, 2014, and Ave B3 assumed all of the terms, conditions, agreements and covenants and obligations of Ave in and under the Development Lease (with respect to the Ave B3 Property) and to the Ave B3 Property.

M. Ave entered into that certain Partial Assignment and Assumption of Amended and Restated Development Lease with Ave Airside, dated as of February 20, 2015 and recorded on February 25, 2015 in Official Records Book 29514, Page 2869 of the Public Records (the "Ave Airside Assignment") pursuant to which Ave assigned to Ave Airside, all of Ave's right, title and leasehold interest in and to the Development Lease (with respect to the "Ave Airside Property" set forth on Exhibit A-15 attached hereto) and to the applicable Ave Airside Property as of February 20, 2015 and Ave Airside assumed all of the terms, conditions, agreements and covenants and obligations of Ave in and under the Development Lease (with respect to the Ave Airside Property) and to the Ave Airside Property.

N. Ave contemporaneously herewith entered into that certain (i) Partial Assignment and Assumption of Amended and Restated Development Lease with Ave A dated as of _____, 2018 and recorded on _____, 2018 in Official Records Book _____, Page _____ of the Public Records (the "Ave A Assignment") pursuant to which Ave assigned to Ave A all of Ave's right, title and leasehold interest in and to the Development Lease (with respect to the "Ave A Property" set forth on Exhibit A-16 attached hereto) and to the Ave A Property as of the date thereof, and Ave A assumed all of the terms, conditions, agreements and covenants and obligations of Ave in and under the Development Lease (with respect to the Ave A Property) and to the Ave A Property, (ii) Partial Assignment and Assumption of Amended and Restated Development Lease with Ave A1 dated as of _____, 2018 and recorded on _____, 2018 in Official Records Book _____, Page _____ of the Public Records (the "Ave A1 Assignment") pursuant to which Ave assigned to Ave A1 all of Ave's right, title and leasehold interest in and to the Development Lease (with respect to the "Ave A1 Property" set forth on Exhibit A-17 attached hereto) and to the Ave A1 Property as of the date thereof, and Ave A1 assumed all of the terms, conditions, agreements and covenants and obligations of Ave in and under the Development Lease (with respect to the Ave A1 Property) and to the Ave A1 Property, (iii) Partial Assignment and Assumption of Amended and Restated Development Lease with Ave A2 dated as of _____,

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2018 and recorded on _____, 2018 in Official Records Book _____, Page _____ of the Public Records (the "Ave A2 Assignment") pursuant to which Ave assigned to Ave A2 all of Ave's right, title and leasehold interest in and to the Development Lease (with respect to the "Ave A2 Property" set forth on Exhibit A-18 attached hereto) and to the Ave A2 Property as of the date thereof, and Ave A2 assumed all of the terms, conditions, agreements and covenants and obligations of Ave in and under the Development Lease (with respect to the Ave A2 Property) and to the Ave A2 Property, and (iv) Partial Assignment and Assumption of Amended and Restated Development Lease with Ave C dated as of _____, 2018 and recorded on _____, 2018 in Official Records Book _____, Page _____ of the Public Records (the "Ave C Assignment") pursuant to which Ave assigned to Ave C all of Ave's right, title and leasehold interest in and to the Development Lease (with respect to the "Ave C Property" set forth on Exhibit A-19 attached hereto) and to the Ave C Property as of the date thereof, and Ave C assumed all of the terms, conditions, agreements and covenants and obligations of Ave in and under the Development Lease (with respect to the Ave C Property) and to the Ave C Property.

O. The EGMR USPS Assignment, EGMR N Assignment, EGMR O Assignment, EGMR EF Assignment, EGMR J Assignment, Bridge GH Assignment, EGMR I Assignment, Bridge KP Assignment, Bridge L Assignment, Bridge M Assignment, Ave A Assignment, Ave A1 Assignment, Ave A2 Assignment, Ave C Assignment, Ave B4 Assignment, Ave B1 Assignment, Ave B3 Assignment, Ave Airside Assignment, together with any other assignment under the Development Lease, are sometimes collectively referred to herein as the "Assignments".

O. The Parties (as hereinafter defined) desire to enter into this RLA to fix and establish the rights, licenses, and obligations to which the Property shall be subject as it is developed, used, improved, leased and conveyed.

NOW, THEREFORE, the Parties hereby declare, establish and state that all of their right, title and interest in and to the Property shall henceforth be held, operated, assigned and conveyed subject to the rights and obligations set forth in this RLA and same shall run with title to the Property.

1. Recitals. The foregoing recitals are true and correct and, by this reference, are hereby incorporated into this RLA.

2. Definitions. The terms and phrases set forth below, as used in this RLA, shall have the following meanings:

a. "Ave Parties" shall mean Ave, Ave A, Ave A1, Ave A2, Ave B1, Ave B3, Ave B4, Ave C and Ave Airside.

b. "Ave Property" shall mean the Property less those portions of the Property set forth in Exhibits A-2 through A-19.

c. "Bridge Parties" shall mean Bridge GH, Bridge KP, Bridge L and Bridge M.

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d. **"Dedicate"** or **"Dedication"** shall mean the partial release of the Development Lease with respect to the License Areas and/or License Facilities and/or the conveyance to or dedication of certain improvements and/or easements or licenses for the use of and or to such License Areas and/or License Facilities to MDAD or other applicable governmental entity for purposes of making them available to the public and/or all of the Owners as contemplated in this RLA.

e. **"EGMR Parties"** shall mean EGMR USPS, EGMR N, EGMR O, EGMR EF, EGMR J, and EGMR I.

f. **"Emergency"** shall mean a situation or condition involving imminent injury to persons and/or imminent and material damage to property, and/or imminent threats to the environment. **"Emergency"** shall also include for purposes of Section 13, the specified events described in Section 13.d. below

g. **"Force Majeure"** Force Majeure shall mean interruption caused by repairs (other than repairs that are caused by or are the responsibility of the Party declaring Force Majeure) war, hostilities, revolution, civil commotion, strike, lock-out, labor controversies, inability to obtain fuel, power or parts, accidents, breakdowns, catastrophes, national or local emergencies, epidemic, fire, wind, flood or because of any law, order, proclamation, regulation or ordinance of any government or of any subdivision thereof or because of any act of God or any other cause of similar nature beyond the reasonable control of the Party or Performing Owner affected; provided that written notice of such Force Majeure is given by the affected Party or Performing Owner to the unaffected Party or Performing Owner as applicable within ten (10) days of the beginning of said Force Majeure. Should any Party or the Performing Owner be prevented from fulfilling their contractual obligations by a state of Force Majeure lasting continuously for a period of six (6) months, the affected Parties and the Performing Owner as applicable, shall consult with each other regarding the future implementation of this RLA taking into account such expected continuation of the Force Majeure event. The foregoing Force Majeure provisions and any reference to Force Majeure in this RLA are inapplicable to any payments of money when due under this RLA.

h. **"Institutional First Mortgagee"** shall mean any person or entity owning a Mortgage (as hereinafter defined), which, in the ordinary course of business, makes, purchases, guarantees, or insures mortgage loans or acquires an interest in any such loan. An Institutional First Mortgagee may include, but is not limited to, banks, savings and loan associations, insurance companies, union pension funds authorized to lend money by the State of Florida, an agency of the United States or any other governmental authority, a mortgage investment trust or a real estate investment trust, an institutional investor such as an umbrella partnership or other entity of which a real estate investment trust is the majority owner, a conduit or securitization trust or similar investment entity, an entity that qualifies as a "REMIC" under the IRS Code or other public or private investment entity (in each case whether acting as principal or agent), a brokerage or investment banking organization (in each case whether acting individually or in a fiduciary or representative (such as an agency) capacity), an employees' welfare, benefit, pension or retirement fund, a finance company principally engaged in the origination of commercial mortgage loans or any financing related subsidiary of a Fortune 500 company.

i. **"Mortgage"** shall mean any bona fide mortgage covering all or any portion of a Parcel.

j. **"Owner(s)", "Party" or "Parties"** shall mean and refer to the holder of the leasehold interest under the Development Lease to any Parcel, but excluding those persons or entities holding an interest in any Parcel merely as security for the performance of an obligation; provided, however, that if any person holding an interest in any Parcel as security for the performance of an obligation obtains the underlying leasehold interest to such Parcel through foreclosure or conveyance in lieu thereof, then such person or entity shall at that time be deemed to be an "Owner" for purposes of this RLA. In cases where there is more than one person or entity holding said leasehold interest to a Parcel, then all of such persons or entities shall collectively constitute the "Owner" of said Parcel. On the effective date of this RLA, the Owners are the Ave Parties, the Bridge Parties and the EGMR Parties.

k. **"Parcel(s)"** shall mean and refer to the respective leasehold estates established by the Development Lease and the Assignments in (i) the Ave Property, the Ave A Property, the Ave A1 Property, the Ave A2 Property, the Ave B1 Property, the Ave B3 Property, the Ave B4 Property, the Ave C Property, the Ave Airside Property, the EGMR EF Property, the Bridge GH Property, the EGMR I Property, the EGMR J Property, the Bridge KP Property, the Bridge L Property, the Bridge M Property, the EGMR N Property, the EGMR O Property, the EGMR USPS Property, and (ii) any portion of the Property depicted as a separate lot or parcel on a plat or other lot split or legal subdivision request in the future approved by Miami-Dade County.

3. **Grant of Licenses.** The licenses described in Sections 3.a. through 3.c. below are hereinafter referred to as the **"Licenses."** The portions of the Property subject to the Licenses, as depicted or described on Exhibits B-1, B-2 (together with the Off-site Drainage License Areas as described in Section 3.b. below), and B-3 hereto, are hereinafter referred to as the **"License Areas,"** and all facilities constructed on or in connection with the Licenses and such License Areas are hereinafter referred to as the **"License Facilities."** Each Parcel, in its capacity as a Parcel burdened by a License, may sometimes hereinafter be referred to as a **"Burdened Parcel."** Each Parcel, in its capacity as a Parcel benefited by an License, may sometimes hereinafter be referred to as a **"Benefited Parcel."** Notwithstanding the foregoing, the grant of the Licenses set forth herein and any other rights under or obligations under this RLA are only to the extent of the Parties' respective leasehold interests in, under and pursuant to the Development Lease, as amended from time to time. Notwithstanding anything to the contrary in this RLA, it is the Parties intent that the Licenses herein granted, declared and established shall not be subject to the doctrine of merger and that such Licenses shall not be terminated or merged as the result of any Party owning or leasing at any time during the term of this RLA both the Benefitted Parcel and Burdened Parcel subject to or benefited by such License.

a. **Access License.** The Ave Parties (and each of the other Owners to the extent of each other Owner's leasehold interests from time to time if any in the Access License Areas (as hereinafter defined)) hereby grant, declare, and establish in favor of each of the Owners, including any Owner acting in the capacity of the Performing Owner (as defined in Section 5 below), for such Owner's and Performing Owner's use and the use by its employees, agents, contractors and invitees, including its respective subtenants and their respective employees, agents

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and invitees, a perpetual, non-exclusive license ("**Access License**") into, out of, on, over and across those portions of the Property graphically depicted and/or legally described on **Exhibit B-1** hereto (the "**Access License Areas**"), which are, or are proposed to be used for, roads, driveways, service lanes, sidewalks, and entrances/exits ("**Access Facilities**") as and to the extent reasonably necessary to provide vehicular access (but not parking) from, to and between each of the Parcels and the right-of-way of NW 57th Avenue (Red Road) and pedestrian access between the Parcels, but in no event shall any Owners, their employees, agents, customers and invitees have access rights to the Ave Airside Property other than Ave Airside, except as expressly approved by the Federal Aviation Administration, MDAD and any subtenant on the Airside Property directly impacted by such access (collectively, the "**Ave Airside Access Restriction**"). The Access License rights granted herein shall be subject to all rules and regulations pertaining to traffic control (the "**Traffic Control Rules**") as may be implemented from time to time by MDAD after any applicable Dedication of the Access License Area and/or Access License Facilities as hereinafter provided. Prior to any such Dedication, the Access License rights granted herein shall be subject to all Burdened Owner Access Control Rules (described below). After the Dedication of a particular Access License Area and/or Access Licenses Facilities, any Traffic Control Rules adopted by MDAD with respect to the Dedicated Access License Area and/or Access Licenses Facilities shall apply to the use thereof and shall control in the event of a conflict with any Burdened Owner Access Control Rules. The Ave Parties have, to the best of their actual knowledge, located and installed the existing Access Facilities in compliance with all Laws (as hereinafter defined) and the Development Lease. Any future Access Facilities will be located and installed in compliance with all Laws and the Development Lease. Subject to the Ave Airside Access Restriction, the Access License shall include the right, but not the obligation, in favor of each Owner including any Owner acting in the capacity of the Performing Owner to enter upon the Access License Areas to (i) construct any additional Access Facilities approved pursuant to this RLA including but not limited to the provisions of **Section 4.e.** below, and the Development Lease, or (ii) so long as and to the extent the Access License Areas and/or Access Facilities are not Dedicated as public roadways and accepted for maintenance by MDAD pursuant to **Section 4.b.** below, to maintain, repair and replace such Access Facilities in accordance with this RLA including but not limited to the provisions of **Section 4.e.** below, in the event that the Party and/or Performing Owner obligated to maintain, repair and replace the same pursuant to this RLA fails to do so, and to temporarily enter upon portions of the Burdened Parcel immediately adjacent to the Access License Area to the extent reasonably necessary to perform such maintenance, repair or replacement. All access to a Burdened Parcel permitted hereunder shall be subject to reasonable rules with respect to advance notice, hours of access and security procedures for use of the Access License as may be implemented from time to time by the Owner of the Burdened Parcel, all of which rules shall be applied uniformly to all users of the Access Facilities located on the Burdened Parcel other than the Owner of the Access Facilities on its Parcel and its employees, agents, invitees, and contractors. (collectively, the "**Burdened Owner Access Control Rules**") Notwithstanding anything contained herein to the contrary, to the extent that the Access Facilities or a portion thereof are Dedicated pursuant to **Section 4.b.** below to MDAD and accepted for maintenance by MDAD, then, upon such Dedication and acceptance for maintenance by MDAD, the Access License pertaining to such portion of the Access Facilities shall automatically terminate.

b. Drainage License. The Parties hereby grant, declare, and establish in favor of each of the Owners including any Owner acting in the capacity of the Performing Owner, for such Owner's and Performing Owner's, as applicable, use and the use by its employees, agents, contractors and invitees including its respective subtenants and their respective employees, agents and invitees, a perpetual, non-exclusive license ("Drainage License") upon, under, over and across those portions of the Property established, designated, granted or reserved for drainage and graphically depicted and/or legally described on Exhibit B-2 hereto ("On-site Drainage License Areas"), and, to the extent permissible under any applicable Laws with respect to use of the same, upon, under, over and across any off-site drainage areas ("Off-site Drainage License Areas") established pursuant to Section 11.9.1 of the Development Lease (the On-Site Drainage License Areas and the Off-site Drainage License Areas herein referred to collectively as the "Drainage License Areas"), which are, or are proposed to be, used for swales, storm water conveyance lines, conduits, pipes and other improvements necessary for the conveyance of storm water generated by the applicable Parcel(s) ("Drainage Facilities"), provided the foregoing Drainage License is subject to the Ave Airside Access Restriction. The Ave Parties have, to the best of their actual knowledge, located and installed the existing Drainage Facilities located on the On-site Drainage License Areas and any Drainage Facilities installed by the Ave Parties on the Off-site Drainage License Areas in compliance with all Laws (as hereinafter defined) and the Development Lease. Any future Drainage Facilities will be located and installed in compliance with all Laws and the Development Lease. Subject to the Ave Airside Access Restriction, and to the terms of the Development Lease with respect to the use of the Off-Site Drainage License Areas, the Drainage License shall include the right, but not the obligation, in favor of each Owner including any Owner acting in the capacity of the Performing Owner to enter upon the Drainage License Areas to (i) construct any additional Drainage Facilities approved pursuant to this RLA, including but not limited to the provisions of Section 4.e. below, and the Development Lease, or (ii) so long as and to the extent the Drainage License Areas and/or Drainage Facilities are not Dedicated and accepted for maintenance by MDAD pursuant to Section 4.b. below, to maintain, repair and replace any Drainage Facilities in accordance with this RLA in the event that the Performing Owner or the Owner of the Burdened Parcel, upon which such Drainage Facilities are located, as applicable, fails to maintain, repair or replace the same as required pursuant to this RLA, and to temporarily enter upon portions of the Burdened Parcel immediately adjacent to the Drainage License Areas to the extent reasonably necessary to perform such construction, maintenance, repair or replacement, subject to reasonable rules with respect to advance notice, hours of access and security procedures for use of the Drainage License as may be implemented from time to time by the Owner of the Burdened Parcel, all of which rules shall be applied uniformly to all users of the Drainage Facilities located on the Burdened Parcel other than the Owner of the Drainage Facilities on its Parcel and its employees, agents, invitees, and contractors. After Dedication of particular Drainage Facilities, any rules adopted by the Owner of the Burdened Parcel for the applicable Drainage License Areas shall be subject to any MDAD adopted rules with respect to the use of such Dedicated Drainage Facilities, and the MDAD rules with respect to such Dedicated Drainage Facilities shall control in the event of a conflict with any Owner adopted rules with respect to the same.

c. Utility License. The Parties hereby grant, declare, and establish in favor of each of the Owners including any Owner acting in the capacity of the Performing Owner, for such Owner's and Performing Owner's, as applicable, use and the use by its employees, agents,

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contractors and invitees including its respective subtenants and their respective employees, agents and invitees, a perpetual, non-exclusive utility license ("Utility License") upon, under, over and across those portions of the Property graphically depicted and/or legally described on Exhibit B-3 hereto (the "Utility License Areas"), which are, or are proposed to be, used for potable water lines, sanitary sewer lines, water sprinkler system lines, telephone and electrical conduits or systems, cable, gas mains and the like (the "Utility Facilities") reasonably necessary or desirable for development of the Parcels in conformity with the requirements set forth in the Development Lease. The Ave Parties have, to the best of their actual knowledge, located and installed the existing Utility Facilities in compliance with all Laws (as hereinafter defined) and the Development Lease. Any future Utility Facilities will be located and installed in compliance with all Laws and the Development Lease. The Utility Facilities shall not be deemed to include facilities installed by an Owner to allow for the connection of utility services to the improvements constructed or to be constructed by said Owner upon its Parcel. Subject to the Ave Airside Access Restriction, the Utility License shall include the right, but not the obligation, in favor of each Owner including any Owner acting in the capacity of the Performing Owner to enter upon the Utility License Areas to (i) construct any additional Utility Facilities approved pursuant to this RLA, including but not limited to the provisions of Section 4.e. below, and the Development Lease, or (ii) so long as and to the extent the Utility License Areas and/or Utility Facilities are not Dedicated and accepted for maintenance by MDAD pursuant to Section 4.b. below, to maintain, repair and replace any Utility Facilities in accordance with this RLA in the event that the Performing Owner or the Owner of the Burdened Parcel upon which such Utility Facilities are located, as applicable, fails to maintain, repair or replace the same as required pursuant to this RLA, and to temporarily enter upon portions of the Burdened Parcel immediately adjacent to the Utility License Areas to the extent reasonably necessary to perform such construction, maintenance, repair or replacement, subject to reasonable rules with respect to advance notice, hours of access and security procedures for use of the Utility License as may be implemented from time to time by the Owner of the Burdened Parcel, all of which rules shall be applied uniformly to all users of the Utility Facilities located on the Burdened Parcel other than the Owner of the Utility Facilities on its Parcel and its employees, agents, invitees, and contractor. After Dedication of particular Utility Facilities, any rules adopted by the Owner of the Burdened Parcel for the applicable Utility License Areas shall be subject to any MDAD adopted rules with respect to the use of such Dedicated Utility Facilities, and the MDAD rules with respect to such Dedicated Utility Facilities shall control in the event of a conflict with any Owner adopted rules with respect to the same.

d. Relocation of Licenses; Legal Descriptions. The Owner(s) of the Benefitted Parcels shall not unreasonably withhold its/their consent to the reasonable relocation of License Areas and License Facilities located on the Burdened Parcel(s) at the request and sole expense of the Owner(s) of the Burdened Parcel(s), so long as the use thereof for access, drainage or utility purposes, as applicable, is/are not unreasonably interrupted or interfered with. In such case, the Parties shall use good faith and commercially reasonable efforts to agree on specific metes and bounds legal descriptions and shall evidence their agreement by entering into a modification to this RLA and recording same in the Public Records.

e. Additional License Facilities. To the extent any additional Licenses Facilities and/or upgrades to the existing License Facilities are approved by the Owner(s) who will

benefit from the same or to the extent any additional License Facilities and/or upgrades to the existing License Facilities, are required by MDAD or other applicable governmental authorities after the effective date of this RLA, all of the Owner(s) that will benefit from or are required to provide such additional License Facilities by MDAD or other applicable governmental authorities, shall reasonably cooperate to determine where, when and how the additional License Facilities will be paid for, located, installed and maintained; provided that (i) such additional License Facilities shall not materially and adversely affect any Owner of a Burdened Parcel that is not otherwise expressly required by this Agreement to provide such additional License Facilities without the express prior written consent of the Owner of such Burdened Parcel, which consent may be withheld in the sole discretion of such Owner, and (ii) the Owner of the Burdened Parcel shall not be required to pay or contribute to the costs of such additional or upgraded License Facilities unless it otherwise is an approving Owner as contemplated in the first sentence of this Section. Without limiting the foregoing, to the extent the additional License Facilities and/or upgrades to the existing License Facilities are required solely as a result of the development of a particular Parcel, the Owner of such Parcel shall be solely responsible for the cost thereof.

f. Interference with the License Facilities. Except as expressly provided otherwise in this RLA, no Owner may obstruct or interfere with the License Facilities in any way except: (a) to the extent reasonably necessary for repair, replacement and maintenance, traffic regulation and control and to prevent a Dedication thereof or the accrual of any rights to any other person therein; or (b) in the event of an Emergency, in which event the obstruction or interference may only be to such extent, and for such duration, as is reasonably necessary to address such Emergency.

4. Maintenance, Repair and Replacement of License Facilities.

a. Responsibility. Subject to the terms of this RLA, the Performing Owner (as hereinafter defined) shall maintain or cause to be maintained the License Facilities and License Areas and replace the License Facilities as required from time to time in accordance with normal and customary maintenance and replacement standards, in a neat, clean, attractive, and safe condition, and in compliance with the Development Lease and any and all applicable governmental rules and regulations, subject to the payment by the other Owners (collectively, the "Non-Performing Owners") of their share of the cost of such repairs, maintenance and replacement as hereinafter provided. Maintenance shall include, without limitation, maintaining and repairing all of the License Facilities and License Areas, including but not limited to repairing and maintaining all Access Facilities and Access License Areas, Drainage Facilities and Drainage License Areas, Utility Facilities and Utility License Areas, all sidewalks, medians and the surface of the roadway areas, periodically sweeping all road areas to the extent necessary to maintain the same in a clean, safe and orderly condition and in accordance with all applicable Roadway Maintenance Standards described in Exhibit E of the First Amendment, maintaining appropriate lighting fixtures for the roadways, maintaining marking, directional signs, lines and striping as needed, maintaining landscaping, mowing grass, maintaining signage in good condition and repair, maintaining utilities, and maintaining lift stations, all as located within any of the License Facilities and License Areas, and all as provided for in Section 4.c. below, all in good condition and repair, and performing any and all such other duties as are necessary to maintain such License Facilities and License Areas in a clean, safe and orderly condition and to meet the requirements of

the Development Lease with respect to the maintenance, repair and replacement thereof, including, without limitation, Section 16 thereof. Such maintenance, repair and replacement shall be performed in a manner which minimizes disruption of, or interference with, the use and enjoyment of the Licenses by the Owners and their employees, agents, and invitees. Notwithstanding the foregoing, (i) each Owner will (A) be solely responsible for, and promptly repair, any damage to the Property and/or the other Owner's Parcel, caused by such Owner and/or its employees and agents, including, but not limited to, any damage resulting from the exercise of the maintenance rights and obligations of such Owner provided herein, (B) be solely responsible for, and promptly perform, any repairs or maintenance that are the result of the defective installation of the applicable License Facilities by or on behalf of such Owner, and (C) be solely responsible for providing any warranty, guaranty, bond or letter of credit required in connection with the installation, maintenance and/or monitoring of any License Facilities installed by such Owner, and (ii) no Owner shall be responsible for the repair, maintenance or replacement of any License Area or License Facilities if, and to the extent, the ownership thereof has been Dedicated to MDAD and accepted for maintenance pursuant to Section 4.b. below. Notwithstanding anything to the contrary contained herein, unless otherwise agreed to in writing by all of the Owners upon whose Parcels such lift stations or sewer lines comprising part of the License Facilities and License Areas are located, all of such lift stations or sewer lines shall remain private and shall not be Dedicated (the "Lift Station Dedication Restriction"). The shared maintenance costs by the Owners under this RLA shall include the costs incurred by the Performing Owner to maintain any insurance required of the Performing Owner under the RLA or otherwise reasonably obtained by the Performing Owner in connection with the Performing Owner in carrying out its responsibilities as the Performing Owner under this RLA. The foregoing rights and obligations with respect to maintenance, repair and replacement are subject to the Ave Airside Access Restriction.

b. Public Dedication. It is the intent of the Parties to have the License Facilities and License Areas, to the extent applicable (subject to the Lift Station Dedication Restriction), Dedicated to MDAD, subject in such case to the Owners' reserved rights under the Development Lease, the Assignments, and this RLA to use such License Area and License Facilities as contemplated by this RLA, promptly after construction or installation of the License Facilities located thereon and accepted for repair, maintenance, and/or replacement by MDAD to the extent MDAD will agree if at all to accept the same for repair, maintenance, and/or replacement. Notwithstanding anything herein to the contrary, upon any such Dedication to MDAD and MDAD's acceptance of the same for repair, maintenance, and/or replacement, no Owner, including the Performing Owner, shall be responsible for the repair, maintenance or replacement of such License Areas and/or License Facilities so Dedicated to the extent MDAD accepts repair, maintenance and/or replacement responsibility for the same. Any references to MDAD in this Section 4.b. shall include any other governmental or quasi-governmental entity that accepts such Dedication of such License Area and/or License Facilities and accepts maintenance responsibility therefore.

Subject to the rights of Owners, including the Performing Owner, set forth in the preceding paragraph, Ave shall have a unilateral right to Dedicate for public use all License Areas and License Facilities located within an Access License Area, a Drainage License Area and/or Utility License Area, excluding all lift stations, and no Owner or Parcel shall be subject to any cost,

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conditions, proffers, or liabilities, nor shall there be any Material Adverse Effect (as defined in Section 8.a. below), as a consequence thereof except for the payment of customary County fees and charges applicable to other property owners who make similar dedications. Each Owner shall reasonably cooperate, and agrees to execute any and all further instruments and documents and take all such actions as may be reasonably required, in connection with the Dedication of said License Areas and License Facilities as described herein.

Without limiting the foregoing, it is understood and agreed that the Ave Parties will promptly and diligently pursue, using commercially reasonable efforts (but without any obligation to spend monies or incur any expense), the Dedication of the Access Areas and Access Facilities as described herein to MDAD.

c. Lift Stations: Maintenance and Construction. All lift stations constructed upon the Parcels shall be maintained and cost shared as provided for in Section 4.a. above. As to the construction of any future lift stations required by any Party for its development, such Party shall be responsible, at its sole cost and expense, to construct such lift station(s), provided such Party shall give the other Parties the opportunity to utilize such new lift station(s), subject to such the other Parties' paying its pro rata share of the construction and design of such new lift station(s) based on the total site area of all Parcels using the lift station compared to such other Parties' site areas using the lift station, and otherwise subject to the provisions of this RLA, including Section 3.e. above.

d. License Facilities Warranties. Notwithstanding anything to the contrary contained herein, to the extent any maintenance, repair or replacement of any portion of any License Facilities constructed by any Party, is covered by a constructor, vendor, installer, or manufacturer warranty, such Party shall take all required steps to file a claim under such warranty upon the written request of any other Party or of the Performing Owner. The Party benefitted by the initial warranty shall use commercially reasonable efforts (without any obligation to expend monies or incur any expense) to ensure that such warranty remains in effect for the full warranty period or in lieu thereof may assign such warranty to the Performing Owner for the benefit of all of the Owners and the Performing Owner. The Performing Owner may require any maintenance, repairs or replacement of the License Facilities covered by such warranties to be made by the constructor, vendor, installer or manufacturer providing such warranty prior to the Performing Owner taking any maintenance, repair or replacement actions with respect to such warranted matter with respect to the License Facilities.

e. Performance of Work. The Performing Owner shall obtain, or cause to be obtained, all permits and approvals from applicable governmental authorities necessary to perform the repair, maintenance and replacement obligations set forth herein. If required in connection therewith, the Performing Owner shall obtain, or cause to be obtained, all plans, drawings, and specifications for such work, which plans, drawings, and specifications will be subject to the approval of the Non-Performing Owners, which approval shall not be unreasonably withheld, conditioned, or delayed. If the cost of any such work (including costs and expenses of obtaining the permits, approvals, plans and specifications, if any) is estimated to exceed \$5,000.00, the Performing Owner shall put such work out to open bid to at least two (2) (unless a majority of the Non-Performing Owners agree to a lesser number, and for purposes of this sentence, a "majority

of Non-Performing Owners" means Non-Performing Owners, which, in the aggregate, are responsible for at least two-third (2/3rd) of the repair and maintenance costs in accordance with the percentage cost share allocations in accordance with the Pro Rata Share Schedule described in **Section 5** below) contractors properly licensed and qualified to perform such work. The bid request shall include itemized budgets for all hard and soft costs associated with the work plus a contingency of 10%. Prior to award, the Performing Owner shall submit the lowest qualified bid, in a form that lists the costs and quantities of all items relating to the work (i.e., the unit prices therefor and the number of units required), to the Non-Performing Owners for approval. The Performing Owner shall disclose all bids to the Non-Performing Owners. Any Non-Performing Owner may elect to solicit additional bids from similarly licensed and qualified contractors utilizing the Performing Owner's bid package for such purpose, provided the failure of the Non-Performing Owner to submit any such additional bids within ten (10) days after the Performing Owner has delivered its lowest qualified bid shall be deemed a waiver of such Non-Performing Owner's right to solicit additional bids or right to object to the Performing Owner's low bid for the work. If the Non-Performing Owner timely obtains a bid that is at least five percent (5%) less than the Performing Owner's lowest qualified bid, then the lowest qualifying bid obtained by such Non-Performing Owner shall be deemed approved by all of the Owners. The Performing Owner shall thereafter be authorized to enter into a contract with the approved bidder for the work within ten (10) days after the bid has been approved or deemed approved for the performance of the work. Approval by the Non-Performing Owners shall be required for any changes orders which would increase any line item in the qualified bid by more than the lesser of (x) five percent (5%) and (y) \$5,000, in the aggregate, provided that no such approval shall be unreasonably withheld or required for change orders necessary to prevent or abate an Emergency or to comply with directives or changes to the work required by any of the applicable governmental authorities. If an Owner (the "**Delayed Owner**") is unable (or can reasonably be expected to be unable) to obtain utility service, building permits or certificates of occupancy due to the failure of the Performing Owner to perform its obligations hereunder, if the Delayed Owner will be in breach of any lease(s) of its Parcel, or if the Parcel of the Delayed Owner becomes subject to a notice of violation from an applicable governmental authority arising from the action or inaction of the Performing Owner, then the Delayed Owner may give notice to the Performing Owner that the Delayed Owner intends to undertake such performance or cure the violation unless the Performing Owner commences performance of the necessary work within five (5) business days from such notice and thereafter diligently proceeds to completion. If the Performing Owner does not perform or cure such violation within the five (5) business day period, or if the Performing Owner timely commences such performance or cure and thereafter fails to diligently pursue such performance or cure, then the Delayed Owner may perform such work in accordance with the self help remedy provisions of **Section 13.e.** below. Any work contemplated herein with respect to the Access Areas and/or Access Facilities may, if required under the First Amendment, be required to be completed in accordance with Florida Statutes and the Metropolitan Dade County Code then in effect, including without limitation, requirements related to public advertising and bidding of the work, small business participation, wage floors, public records, bonding, and all other such requirements.

f. Payment of Costs by Non-Performing Owners. The Performing Owner shall submit to the Non-Performing Owners on a calendar month basis, applications for payment describing the work which has been so performed, together with an invoice for payment of any

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applicable Performing Owner's Management Fee or any Third Party Management Fee as described in Section 5 below, and, for replacement of License Facilities, only certified by a licensed civil engineer or architect that to his/her knowledge the work has been performed substantially in accordance with the required plans and applicable laws and, if applicable, the percentage of completed work, together with construction lien waivers for all labor, suppliers, materialmen, contractors and subcontractors to the extent included in the prior application for payment (including, without limitation, waivers from all engineers and other potential lienors), and the Non-Performing Owners shall make payments to the Performing Owner equal to such Non-Performing Owner's Share in accordance with the Pro Rata Share Schedule as described in Section 5 below) of the amount then due and payable in connection with such work (accounting for a 10% retainage to be provided for in the applicable contract). For the avoidance of doubt, only an application for payment describing the work shall be required for maintenance and repair at the Property. The Non-Performing Owners shall pay such amount within ten (10) days of receipt of the above mentioned items. The Performing Owner shall use its reasonable efforts to submit each application for payment to the Non-Performing Owners within twenty-five (25) days after the end of the period to which such application for payment relates. Upon receipt of payment from the Non-Performing Owners, the Performing Owner shall pay the entire progress payment then due to the appropriate contractor(s). If any payment is not received within ten (10) days from the date an application for payment is delivered by the Performing Owner, then if and only to the extent that the Performing Owner has expended its own funds to make the applicable payments, the Performing Owner entitled to receive such payment will also be entitled to interest on any portion not timely paid by a Non-Performing Owner at a rate per annum equal to twelve percent (12%) (the "Default Rate").

g. As Built Drawings. The Performing Owner (or any Owner exercising the self-help remedies under Section 13.c. below) shall have the right to require that any Owner that has constructed any License Facilities, provide the Performing Owner (or any Owner exercising the self-help remedies under Section 13.c. below), with copies of any applicable as built drawings, plans and specifications, operating manuals that such Owner has in its possession, and as to the Performing Owner, the Performing Owner shall have been provided with the same at least ten (10) business days prior to the Performing Owner becoming obligated to maintain, repair, and replace any such applicable License Facilities.

5. Performing Owner. The Performing Owner shall be an Owner approved in writing by a majority of the Owners (such term "**majority of the Owners**" in this sentence meaning the approval of the Owners, which, in the aggregate, are responsible for at least two-third (2/3rd) of the repair and maintenance costs in accordance with the Pro Rata Share Schedule described below) to act in the capacity of the Performing Owner, and in accordance therewith the Owners have selected[_____]to be the initial Performing Owner. The Performing Owner shall be entitled to charge a reasonable management fee to the extent Performing Owner performs or manages the work itself (rather than hiring a third party consultant to do so). The Parties agree that the Performing Owner's management fee (the "**Performing Owner's Management Fee**") to perform such services and work contemplated herein shall be equal to five percent (5%) of the cost of such work approved or deemed approved as provided in Section 4.e above. The Performing Owner's Management Fee shall be paid in monthly installments to the Performing Owner pursuant to Section 4.f. above. If the Performing Owner elects to engage a third party consultant (the "**Third**

Party Manager") and/or contractor to manage and/or to perform any such work on behalf of the Performing Owner, the Performing Owner's selection of such Third Party Manager and/or contractor shall be in compliance with the bidding and contracting provisions of Section 4 .e. above. The Third Party Manager will be entitled to charge a management fee consist with industry standards and approved as part the bidding and contracting provisions of Section 4 .e. above (the "Third Party Management Fee"). Any such Third Party Manger and/or contractor shall be subject to replacement in the same manner as provided in this Section 5 as to the replacement of the Performing Owner. In the event (a) any of the applicable governmental authorities has legally issued a stop work notice to the Performing Owner and/or its contractor that remains in effect for more than ten (10) business days, alleging violations of the terms and conditions of the permits and approvals issued by the applicable governmental authorities for construction of any work, (b) the Performing Owner has elected to stop any work for more than ten (10) consecutive business days or fails, for ten (10) business days after notice from one or more Non-Performing Owners, to continuously and diligently prosecute that work to completion (unless such delay is caused by Force Majeure), or (c) in the event the Performing Owner is otherwise in material breach of this RLA beyond any applicable cure period or is in default under an agreement with any of the applicable governmental authorities related to any work (provided such default is not related to the actions or inactions of the Non-Performing Owner), then the Non-Performing Owners may, by written notice to Performing Owner signed by (or approved in writing) a majority of the Non-Performing Owners, elect to replace the Performing Owner with one of the Non-Performing Owners, in which case the original Performing Owner will, immediately upon request, transfer and assign any permits, approvals and contracts required in connection with the work to the new Performing Owner and for purposes of this sentence, a "majority of Non-Performing Owners" means Non-Performing Owners, which, in the aggregate, are responsible for at least two-third (2/3rd) of the repair and maintenance costs in accordance with the percentage cost share allocations as described on Exhibit C hereto (the "Pro Rata Share Schedule").

6. Rights Reserved and Use of License Rights.

a. Reserved Rights. Owners shall have the right to use the License Areas located on their own Parcels, or grant other parties the right to utilize such License Areas located on their own Parcel, for any purpose not inconsistent with the full use and enjoyment of the rights granted herein in favor of the beneficiaries of the Licenses. Moreover, each of the Owners reserves all rights in and to its respective portion of the Property not specifically granted hereby, including, without limitation, the right to construct, install, maintain and operate therein or thereon electrical, telephone, gas, drainage and other facilities, to construct, install, maintain and operate therein or thereon fencing, walls or other security improvements and the exercise of any other right or use which does not unreasonably interfere with the rights herein granted hereunder.

b. Use Limitations. The Licenses granted herein are non-exclusive in nature and are subject to all matters of record. Except as otherwise provided in this RLA, the use of the Licenses by the Owners, including the Performing Owner, and their respective employees, agents, and invitees shall be (i) at the sole risk of such Owners and users, and (ii) limited to the function for which the improvements and/or facilities within the applicable License Area were designed and constructed, as contemplated by this RLA and the final, as-built plans and specifications for such improvements and/or facilities approved by MDAD and/or any other applicable governmental

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authorities. Moreover, the Licenses shall be used and enjoyed by each Owner, including the Performing Owner, and their employees, agents, and invitees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Owner(s) or its/their employees, agents, and invitees at any time conducted on its Parcel, including, without limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith. Each of the Owners will be solely responsible for obtaining, maintaining and strictly complying with all permits and approvals required in connection with, or otherwise applicable to, the use of the Licenses. Moreover, the Licenses shall be utilized in accordance with all Laws, and each Owner, including the Performing Owner, will use commercially reasonable efforts to insure that the use of the Licenses by its employees, agents, and invitees will be strictly in accordance with all Laws. As used herein and in this Agreement, "Law" or "Laws" means all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen and unforeseen, ordinary or extraordinary, that now or at any time hereafter may be applicable to the Parcels or the Property or any parts thereof.

7. Construction. Subject to the requirements of **Section 3.e.** hereof with respect to the cooperation and approval of additional License Facilities and subject to the Ave Airside Access Restriction, each Owner, including the Performing Owner, utilizing a License to construct, install, maintain, repair or replace License Facilities from time to time shall be obligated to give the Owner of the affected portion of the Property and the Performing Owner, if applicable, at least ten (10) business days prior written notice of its intention to enter upon the affected portion of the Property for purposes of exercising this license rights, except in an Emergency in connection with which the Owner, including the Performing Owner, exercising such license rights shall be obligated to provide only such advance notice as is reasonably practicable under such Emergency, and each Owner, including the Performing Owner, utilizing or exercising such license rights shall also restore the affected portion of the Property, including the existing License Facilities, to materially the same condition existing prior to such work, allowing, of course, for the presence of the License Facilities so constructed or installed, and such work shall only be done at such times and in such manner so as not to unreasonably interfere with the use of the Parcels, including the existing License Facilities, provided the advance notice provisions shall not apply to the Performing Owner performing regularly scheduled maintenance of the then existing License Facilities, provided the Performing Owner shall keep all Owners informed of the Performing Owner's schedule for regularly occurring maintenance of the License Areas and the License Facilities. Once commenced, any construction undertaken in reliance upon a License granted herein shall be diligently prosecuted to completion so as to minimize any interference with the business of the other Owner(s) and its/their employees, agents, and invitees. In the case of the Drainage Facilities and/or Utility Facilities, once the work is complete, no permanent building, structures, or other improvements (excluding pavement/asphalt for sidewalks and roadways) inconsistent with the use and enjoyment of the related Licenses shall be placed over or permitted to interfere with such Drainage Facilities and/or Utility Facilities. No right or privilege of any Owner, including the Performing Owner, to enter upon the Parcel of another Owner shall permit or empower such Owner, including the Performing Owner, to encumber the Parcel of another Owner with liens for unpaid work, labor, supplies or materials. No Owner, including the Performing Owner, shall suffer or permit any lien to be filed against any Parcel of another Owner and, in the

event of any such lien attaching, such Owner, including the Performing Owner, shall immediately have same removed. If any Owner, including the Performing Owner, causes or allows any liens to be filed against any Parcel of another Owner, and, thereafter, fails to remove same within ten (10) days of such Owner's actual notice that said lien has been filed, then the Owner of the Parcel subjected to such lien, at its election, may pay and satisfy the same, or transfer same to other security, and in such event the Owner, including the Performing Owner, responsible for such lien arising shall reimburse to the Owner of such Parcel, within ten (10) days after demand, any and all sums so paid, including interest at the rate of twelve percent (12%) per annum or the highest rate permitted by law, whichever is less, accruing from the date of payment by the Owner of such Parcel of the lien amount and including all reasonable costs and expenses incurred by the Owner of such Parcel in connection therewith or in connection with enforcing this provision, including reasonable attorneys', paralegals' and other professionals' fees incurred, whether before trial, at trial or upon any appeal. Notwithstanding anything in the foregoing to the contrary, the terms and provisions of this Section are not intended, and shall not be construed, to limit any of the remedies available under any other Section of this RLA or under applicable Law.

8. Obligations with Respect to the Parcels.

a. Maintenance and Compliance with Law. Subject to the provisions of **Section 4.a.**, each Owner shall maintain, or cause to be maintained, the improvements on its Parcel consistent with the standards of other similar mixed use business parks and the requirements of the Development Lease, including, without limitation, **Section 16** thereof, and comply with all Laws applicable to its Parcel if, and to the extent, non-compliance by such Owner would (X) subject any other Owner to criminal or civil liability, or result in the imposition of any fines or penalties against any other Owner, (Y) would cause another Owner to be in default under the Development Lease or the suspension or revocation of any certificate of occupancy issued to any other Owner, and/or (Z) would otherwise materially and adversely affect any other Owner's right to develop or utilize its Parcel, in accordance with the Master Plan (as hereinafter defined) and/or utilize the Licenses granted to such Owner in this RLA (each, a "Material Adverse Effect"). Notwithstanding the foregoing, an Owner will not be in default under the provisions of this **Section 8.a.** for failure to perform the required maintenance with respect to any improvements to a Parcel that are, as of the Effective Date hereof, owned by a subtenant (as opposed to the Owner) so long as Owner uses commercially reasonable efforts to timely commence and diligently pursue the enforcement of the provisions of the sublease applicable to such breach, if any.

b. Development Obligations. Each Owner of a Parcel will develop, or cause to be developed and operated, its Parcel(s) strictly in accordance with the Development Lease, and the Ave Master Site Plan for the Ave Aviation and Commerce Center attached hereto as **Exhibit D**, and subject to such updates from time to time of the Ave Master Site Plan pursuant to the Development Lease (the "Master Plan") and other land use, zoning and related requirements under applicable Laws (collectively, the "Land Use Regulations") and shall timely satisfy any and all development obligations and thresholds applicable thereto. No Owner shall (i) make, consent to, seek or request any changes to the Land Use Regulations, or (ii) use or develop, or allow the use or development of, its Parcel(s), which, in any case, would (A) result in a default under the Development Lease or the suspension or revocation of any certificate of occupancy issued to any other Owner, and/or (B) otherwise materially and adversely affect any other Owner's

right to lease, develop or utilize its Parcel in accordance with the Master Plan, the Assignments, and/or the Licenses granted to such Owner in this RLA, without the prior written consent of the Owner(s). Each Owner shall reasonably cooperate, and agrees to execute any and all further instruments and documents and take all such actions as may be reasonably required, in connection with the pursuit of permits and approvals required for the development of the Parcels in accordance herewith; provided that such cooperation shall be at no cost to such Owner nor shall such Owner be obligated to incur any liability in connection with such cooperation, nor shall such cooperation result or potentially result in any material and adverse effect on such Owner or any Parcel it leases.

c. Duties under the Development Lease. Each Owner shall be responsible for complying with all obligations and restrictions under the Development Lease with respect to such Owner's Parcel, including, without limitation, to timely begin and complete any matter on the Development Schedule designated for its respective Parcel pursuant to the Development Lease. Although the Development Lease provides that a default by one Owner with respect to its Parcel will not trigger a default by another Owner with respect to its Parcel, in the event an Owner fails to so comply, and such non-compliance triggers a default on another Owner's Parcel or such a default is imminent, then, subject to the provisions of Section 13.c hereof, such other Owner or Owners shall have the right, but not the obligation, to perform the required actions on behalf of the non-performing Owner, in which case the non-performing Owner shall reimburse said Owner or Owners for the costs and expenses incurred within ten (10) business days after demand. Any amounts owing by an Owner pursuant to this paragraph and not paid in a timely manner shall bear interest from the date due at the rate of twelve percent (12%) per annum or the highest rate permitted by law, whichever is less. Notwithstanding any other provision in the Development Lease or this RLA to the contrary, the Ave Parties hereby agree to make any and all required payments pursuant to Section 11.5 and Section 11.6 of the Development Lease with respect to any development anywhere on the Property.

9. Casualty and Condemnation. In the event all or any exterior portion of any building on a Parcel is (i) damaged or destroyed by fire or other casualty (whether insured or not), or (ii) taken or damaged as a result of the exercise of the power of eminent domain or any transfer in lieu thereof, the Owner of such Parcel shall, at its option, restore or cause to be restored the remaining exterior portion of such building or, in lieu thereof, shall remove or cause to be removed the damaged exterior portion of such building together with all rubble and debris related thereto promptly following receipt of the insurance proceeds or condemnation awards, if any, and governmental permits or approvals, if required, provided that any debris or rubble shall be removed in all events within one hundred eighty (180) days of the occurrence of such casualty or taking. All building areas on which buildings are not reconstructed following a casualty or condemnation shall be graded or caused to be graded by the Owner thereof to the level of the adjoining property and in such a manner as not to adversely affect the drainage of the Property or any portion thereof, shall be covered by one inch asphalt, dust cap, seeded, sodded or covered by some other form of dust palliative, and shall be kept weed free and clean at the sole cost and expense of the Owner of such Parcel until buildings are reconstructed thereon. Notwithstanding the foregoing, (i) in the event of any damage to or destruction of all or a portion of the License Facilities on any Parcel that serves any other Parcel, the Owner of such Burdened Parcel and any Owner of a Parcel that uses such Burdened Parcel shall pay its pro rata share of any costs and

expenses to repair, restore and rebuild such License Facilities to materially the same condition prior to such damage or destruction (or with such changes as shall not conflict with the purposes of this RLA) and in all events within one hundred eighty (180) days of the occurrence of such casualty, and (ii) an Owner will not be in default under the provisions of this Section 9 for failure to repair or restore any improvements to a Parcel that are, as of the Effective Date hereof, owned by a subtenant (as opposed to the Owner) so long as Owner uses commercially reasonable efforts to timely commence and diligently pursue enforcement of the provisions of the sublease applicable to such breach, if any. In the event any Owner does not timely complete any repairs required of the Owner under this Section 9, then the Performing Owner may undertake to complete the same after giving the applicable Owner not less than sixty (60) days written notice of the Performing Owner's intent to complete the same at the cost and expense of such Owner, such cost and expense to be actual, reasonable, and out-of-pocket expenses.

10. Insurance: Taxes and Indemnification.

a. Insurance. Prior to entry onto the Parcel of an Owner by any employee, agent or independent contractor of another Owner or of the Performing Owner to engage in construction, maintenance, repair, or replacement work, the Owner or Performing Owner who desires entry shall deliver evidence of (1) commercial general liability insurance covering bodily injury, including death, property damage, and contractual liability with limits of at least Five Million Dollars (\$5,000,000) per occurrence, which amount shall be increased annually during the term of this RLA by the amount of increase in the Consumer Price Index (CPI-U, US City Average, All Items) for such year (rounded to the nearest increment of \$100,000 or other commercially reasonable increment if specific coverage amounts are not generally commercially available), (2) automobile liability insurance with limits of at least One Million Dollars (\$1,000,000) per accident covering owned, non-owned, and hired vehicles, and (3) statutory workers compensation insurance. Acceptable evidence includes an Acord form of Certificate of Insurance and (with the exception of workers compensation) will include an endorsement naming the Owner, and Institutional First Mortgagee (if any) of the affected Parcel, as well as the Performing Owner, as additional insureds thereunder on a primary and non-contributory basis. Notwithstanding anything contained in the foregoing to the contrary, the Owners and Performing Owner may elect to satisfy the foregoing insurance requirements by a combination of primary and umbrella policies, or by self-insured retention so long as such party maintains a net worth of not less than Fifty Million and No/100 Dollars (\$50,000,000.00). The Owners and Performing Owner shall each provide the other Owners and Performing Owner with a certificate evidencing the coverage required to be maintained by such Owner hereunder for as long as such construction, maintenance, repair or replacement work is ongoing. Insurance policies required hereby shall be purchased from companies authorized to do business in Florida and having an AM Best Rating of A-VII or better.

b. Taxes and Assessments. Each Owner shall pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Parcel. In the event that ad valorem taxes are assessed against one or more Parcels, and the affected Parcels share the same folio number, the Owners of such Parcels shall (i) cooperate with one another to cause the affected Parcels to be given separate folio numbers and (ii) each such Owner shall pay or cause to be paid, before any penalty may be imposed, such taxes assessed against the

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shared folio number as follows: (A) any taxes assessed against the land shall be shared in accordance with the relative acreage of the Parcels and (B) any taxes assessed against the non-exempt improvements shall be shared in accordance with the relative square footage of the assessable improvements on each Parcel.

c. Indemnification. Subject to Section 29, below, each Owner hereto shall, at all times, indemnify, save, defend, and keep the other Owners and the Performing Owner free and harmless from and against (A) any and all claims or liabilities for actual and direct losses, liabilities, damages, judgments, costs and expenses by or on behalf of any person, firm, corporation or governmental authority arising from (i) the construction, maintenance, use, possession, operation or management of its Parcel(s) or activities by such Owner, its employees and agents, or (ii) the use, exercise or enjoyment by such Owner, its employees and agents of any License, and (B) any loss, cost or liability resulting from any breach, violation or non-performance of any covenant, condition or agreement in this RLA set forth and contained on the part of such Owner to be fulfilled, kept, observed and performed, and (C) all costs, reasonable attorneys' fees, expenses and liabilities arising therefrom. In no event shall any Owner be obligated to indemnify any other Owner or the Performing Owner for any willful or negligent act of such other Owner or the Performing Owner or be obligated for consequential, special, punitive, incidental or similar damages. The indemnity and hold harmless contained herein will include indemnity from and against any and all liability, fines, suits, demands, costs and expenses of any kind or nature (including, without limitation, reasonable attorneys' fees and disbursements) incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof. If any claim, action or proceeding is made or brought against an indemnified Owner or Performing Owner hereunder, then the indemnifying Owner, upon demand by the indemnified Owner or Performing Owner and at the indemnifying Owner's sole cost and expense, will resist or defend such claim, action or proceeding in the indemnified Owner's or Performing Owner name, if necessary, by such attorneys as the indemnified Owner or the Performing Owner will approve (such approval not to be unreasonably withheld); provided, however, the indemnified Owner or Performing Owner may retain its own attorneys to defend or assist in defending any claim, action or proceeding and the indemnified Owner will pay the fees and disbursements of such attorneys. Notwithstanding the foregoing or anything contained in this RLA to the contrary, each Owner and the Performing Owner, each on behalf of itself and its employees, agents, customers and invitees (to the greatest extent legally possible), hereby waives any and all rights of recovery, claim, action or cause of action against each other Owner and the Performing Owner and their respective agents, officers and employees, for any loss or damage that may occur to, on or about the Property, or any personal property of such party therein, by reason of fire, the elements, or any other cause to the extent covered by the terms of the insurance policies referred to herein (or would have been covered if an Owner or Performing Owner (i) had obtained such insurance or (ii) did not choose to self-insure), regardless of cause or origin, including negligence of the party causing the loss or damage.

11. Hazardous Wastes. Subject to Section 29 below, each of the Owners severally shall indemnify each other and hold each other and the Performing Owner (but in no event shall such indemnifying Owner be obligated to indemnify or hold harmless any other person or entity under this Section 11) harmless from and against any and all losses, liabilities (including strict liability unless same is caused by a person or entity other than the indemnifying party or the

indemnifying party's tenants, licensees, contractors, agents, employees, officers, directors, partners or invitees), damages, suits, proceedings, injuries, expenses, and costs including, without limitation, reasonable attorney's fees (incurred at trial, on appeal or otherwise), including any settlement or judgment or claims, incurred or suffered by the indemnified party, or asserted against the indemnified party by any person or entity or governmental agency, for, with respect to, or as a direct or indirect result of any acts or omissions of such indemnifying Owner or such indemnifying Owner's tenants, licensees, contractors, agents, employees, officers, directors, partners or invitees, which (i) result in the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Substance (as hereinafter defined) from the Parcel leased by the indemnifying party upon, within, over or under the indemnified Owner's Parcel and (ii) arise out of, result from, or occur during and/or relate to the indemnifying Owner's ownership, lease, and/or operation of the indemnifying Owner's Parcel, provided, however, in no event shall any Owner be obligated to indemnify any other Owner or the Performing Owner for (i) any willful or negligent act of such other Owner or Performing Owner, (ii) consequential, special, punitive, incidental or similar damages, or (iii) any loss, cost or damage resulting from Hazardous Substances in existence prior to the time that such indemnifying Owner acquires its leasehold interest in its Parcel. For purposes of this REA, the term "**Hazardous Substances**" shall mean and include petroleum and those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency ("EPA") and the list of toxic pollutants designated by Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability (including strict liability) or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereinafter in effect, including the Comprehensive Environmental Response, Compensation and Liability Act, the Superfund Amendment and Reauthorization Act, the Resource Conservation Recovery Act, the Federal Water Pollution Control Act, the Federal Environmental Pesticides Act, the Clean Water Act, any so called federal, state or local "Superfund" or "Superlien" statute.

12. No Termination upon Default. It is expressly agreed between the parties hereto that no breach of this RLA shall entitle any Owner to cancel, rescind or otherwise to terminate this RLA, but such limitation shall not affect in any manner, any other rights or remedies which such Owner or Performing Owner may have hereunder by reason of any breach of this RLA. The Licenses granted by this RLA and the requirements, acknowledgements, obligations and rights herein contained shall run with the leasehold and subleasehold interests granted through and under the Development Lease and shall inure to the benefit of, and be binding upon, the Parties hereto and their respective heirs, successors and assigns, including, any subsequent Owner(s) of all or any part of the Property whose leasehold or subleasehold title is acquired by foreclosure, trustee's sale, or otherwise, and all persons claiming under them.

13. Defaults and Remedies.

a. Default. Except as expressly limited by this RLA, including but not limited to the provisions of **Section 29** below, in the event of a failure by an Owner or the Performing Owner to comply with any of the covenants, obligations, promises or requirements set forth in this RLA, any other Owner or the Performing Owner shall be entitled to pursue and enforce against the defaulting Owner or Performing Owner, as applicable, all remedies or rights specified in this RLA.

or that may also otherwise be available at law or in equity, including, but not limited to, specific performance; provided, however, in no event shall any Owner or the Performing Owner be responsible for any consequential, punitive, incidental or similar damages. The failure to enforce any of the terms or provisions of this RLA, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior to or subsequent thereto, and the pursuit by a Party or by the Performing Owner of any one remedy shall not operate as an election of remedies prohibiting the pursuit of other remedies established by this RLA.

b. Notice and Opportunity to Cure. Notwithstanding anything in the foregoing to the contrary, a "Default" with respect to any obligations hereunder shall be deemed to exist only in the event that the defaulting Owner or the Performing Owner, as applicable, is delivered written notice specifically describing the nature of the alleged failure by the defaulting Owner or the Performing Owner, as applicable, under this RLA, and only in the event that the defaulting Owner or the Performing Owner, as applicable, has not cured such failure within fifteen (15) business days of its receipt of such written notice, or within three (3) business days (or sooner in the event of an Emergency as alleged in a written notice) of its receipt of such written notice if such written notice alleges that such breach involves any material and adverse disruption of access to, or the business operations on, the Parcel(s) owned by the Owner declaring the Default.

c. Self-Help. In addition to all other remedies provided above, any non-defaulting Owner or the Performing Owner may, upon delivery of a second notice in accordance with this Section 13 to the defaulting Owner indicating that such non-defaulting Owner or the Performing Owner will exercise self-help if such Default is not cured (i) within two (2) business days of receipt of such second notice as to any Default that materially and adversely affects any other Owner's ability to use its Parcel or the Licenses granted to such Owner in this RLA or that materially and adversely affects the Performing Owner's ability to maintain, repair and replace the License Facilities and License Areas as called for in this RLA, or (ii) within ten (10) days with respect to any other Default, elect itself to cure the Default, in which case all costs and expenses reasonably incurred in connection with curing the Default shall be reimbursed by the defaulting Owner to the non-defaulting Owner or the Performing Owner that undertakes such cure within ten (10) days of receipt of written notice requesting same; provided, however, a second notice shall not be required in the case of an Emergency, and provided if the Performing Owner or another non-defaulting Owner also undertake to notice and exercise such self help remedy for the same default as noticed by another non-defaulting Owner to the defaulting Owner, then the Performing Owner and the other non-defaulting Owners noticing such default and electing to exercise such self-help remedies, shall coordinate their self-help efforts to cure the same so that a unified self-help action can be undertaken to the maximum extent reasonably possible. The notice requesting reimbursement shall include an affidavit attesting to the fact that the Default has been cured, together with copies of all invoices for expenses incurred in curing the Default. Any amounts owing by an Owner pursuant to this paragraph and not paid in a timely manner shall bear interest from the date due at the rate of twelve percent (12%) per annum or the highest rate permitted by law, whichever is less.

d. Emergency. For the avoidance of doubt, the uprooting or displacement of all or part of a tree onto a road such that traffic or use of a portion of the road is impeded or the

placement of other debris on any portion of a road such that traffic or use of a portion of the road is impeded shall be deemed an Emergency for the purposes of this Section 13.

e. Lien Rights.

i. Claim of Lien. Any claim for reimbursement, including interest as aforesaid, and all costs and expenses including reasonable attorneys' fees awarded to any Owner or the Performing Owner in enforcing any payment in any suit or proceeding under this RLA shall be assessed against the defaulting Owner in favor of the prevailing party and shall constitute a lien (the "Assessment Lien") against the Parcel of the defaulting Owner until paid, effective upon the recording of a notice of lien (the "Notice of Assessment Lien") with respect thereto in the Office of the County Recorder of Miami-Dade County, Florida. Said Notice of Assessment Lien must recite a good and sufficient legal description of the defaulting Parcel, the name and address of record of the Owner of the defaulting Parcel, the amount claimed (which may, at the Assessment Lien holder's option, include interest on the unpaid claim at the rate of twelve percent (12%) per annum or the highest rate permitted by law, whichever is less, plus reasonable attorneys' fees and expenses of collection in connection with the debt secured by said lien), and the address of the Assessment Lien holder. Provided, however, that any such Assessment Lien shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, (ii) all liens recorded in the Office of the County Recorder of Miami-Dade County, Florida prior to the date of recordation of said Notice of Assessment Lien, and (iii) all leases entered into, whether or not recorded, prior to the date of recordation of said Notice of Assessment Lien. All liens recorded subsequent to the recordation of the Notice of Assessment Lien described herein shall be junior and subordinate to the Assessment Lien. Upon the timely curing by the defaulting Owner of any default for which a Notice of Assessment Lien was recorded, the party recording same shall record an appropriate release of such Notice of Assessment Lien and Assessment Lien. No Owner may waive or otherwise escape liability for the Assessment Lien provided for herein by abandonment of such Owner's Parcel.

ii. Notice of Assessment Lien. No action will be brought to enforce any Assessment Lien herein unless at least thirty (30) days have expired following the date a Notice of Assessment Lien is deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the defaulting Parcel, and the Notice of Assessment Lien has been recorded in the Public Records of Miami-Dade County.

iii. Foreclosure Sale. The Assessment Lien set forth herein is limited to the leasehold interest of the Owner in a Parcel and such Assessment Lien may be foreclosed as to such leasehold interest only (but not as to any fee simple reversionary interest of MDAD in the Property and the Parcels), subject to the rights of mortgagees under Section 23 below. The Assessment Lien holder will have the power to bid (including a credit bid in the amount of the Assessment Lien) on the Parcel at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

iv. Curing of Default. Upon the timely curing of any default for which an Assessment Lien was filed, the Assessment Lien holder will record an appropriate release of the Assessment Lien upon payment by the defaulting Owner of a reasonable fee, to be determined by

the Assessment Lien holder, but not to exceed Two Hundred Fifty Dollars (\$250.00), to cover the cost of preparing and recording such release.

v. Cumulative Remedies. The Assessment Lien and the rights to foreclosure and sale thereunder will be in addition to and not in substitution for all other rights and remedies which the Assessment Lien holder and its assigns may have hereunder and under law, including a suit to recover a money judgment for unpaid claims (including any deficiency after the foreclosure sale), as above provided.

14. Attorneys' Fees. In the event of any dispute hereunder or of any action to interpret or enforce this RLA, any provision hereof or any matter arising hereunder, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, reasonable attorney (in-house and outside counsel), paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, in any bankruptcy case or proceeding, before trial, at trial or on any re-hearing or appeal.

15. Governing Law/Venue. This RLA shall be governed by and construed under the laws of the State of Florida. Venue for any action arising out of this RLA shall be Miami-Dade County, Florida.

16. Notices. Any notices permitted or required hereunder shall be in writing and shall be deemed duly given as of the date and time the same are received at the addressee's address set forth below, whether same are personally delivered, transmitted electronically (e.g., telecopier or electronic mail), mailed by United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, delivered by Express Mail or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

To any Ave Party: c/o CPF Investment Group, LLC
14350 NW 56th Court, Suite 118
Miami, Florida 33054
Attention: Ernesto Cambo
Telephone: 305-685-5695
Email: ecam@cpfinv.com

With a copy to: Akerman LLP
One SE Third Avenue, 25th Floor
Miami, Florida 33131
Attention: Dana A. Clayton, Sue Zabloudil and Robert A. Leapley Jr.
Fax: 305-374-5095
Email: danaclayton@akerman.com
sue.zabloudil@akerman.com
robert.leapley@akerman.com

To any Bridge Party: c/o Bridge Development Partners, LLC

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350 West Hubbard Street, Suite 430
Chicago, Illinois 60654
Attention: Steven Poulos and Kevin Carroll
Fax: 855-834-2502 and 305-675-8009
Email: spoulos@bridgedev.com
kcarroll@bridgedev.com

With a copy to: White & Case, LLP
200/South Biscayne Boulevard
Miami, Florida 33131-2352
Attention: Steven J. Vainder
Fax: 305-358-5744
Email: svainder@whitecase.com

To EGMR Parties: New Tower Trust Company
7315 Wisconsin Avenue, Suite 350W
Bethesda, Maryland 20814
Attention: President
Fax: 240-235-9961

With a copy to: c/o Bentall Kennedy
U.S. Limited Partnership
30 South Wacker Drive, Suite 1250
Chicago, Illinois 60606
Attention: David Nielsen
Fax: 312-596-9123
Email: dnielsen@bentallkennedy.com

With a copy to: Seyfarth Shaw LLP
975 F Street, N.W.
Washington, DC 20004
Attention: Ron Gart
Fax: 202-828-5320
Email: rgart@seyfarth.com

or to any other address hereafter designated by any of the parties, from time to time, in writing and otherwise in the manner set forth herein for giving notice.

17. Time. Time is of the essence of this RLA, provided if any date for performance or delivery under this RLA falls on a Saturday, Sunday or a legal holiday declared by the federal government then such date for performance or delivery shall automatically be extended to the next business day.

18. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver of the breach of any provision of this RLA shall be construed as a waiver of any preceding or succeeding breach of the same or any other provision of this RLA.

19. Paragraph Headings. The paragraph and sub-paragraph headings as herein used are for convenience or reference only and shall not be deemed to vary the content of this RLA or the covenants, agreements, representations and warranties herein set forth or limit the provisions or scope of any paragraph herein.

20. Severability. This RLA is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this RLA or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this RLA and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

21. Inconsistent Provisions. In the event of a conflict or inconsistency between the terms and provisions of this RLA and those set forth in the Development Lease, the terms and provisions of the Development Lease shall control.

22. Counterparts. This RLA may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute and be the same instrument. Faxed or PDF signatures to this RLA shall have the same force and effect as originals.

23. Rights Regarding Leasehold Mortgages.

a. Right to Mortgage. Any Owner may encumber its Parcel with a leasehold Mortgage but may not encumber the fee simple reversionary interest of MDAD in the Property and the Parcels. A breach of any of the provisions of this RLA will not affect or impair the lien of any bona fide Mortgage made in good faith and for value encumbering any Parcel. It is intended that any loan to facilitate the resale of any Parcel after foreclosure is a loan made in good faith and for value and entitled to all of the rights and protections afforded to other Institutional First Mortgagees.

b. Priority of Mortgage Lien. All liens created by this RLA subsequent to the lien created by any bona fide Mortgage given to any Institutional First Mortgagee shall be subordinate to such Mortgage lien. Any Institutional First Mortgagee who comes into possession of a Parcel pursuant to the remedies provided in the Mortgage or pursuant to an assignment of lease in lieu of foreclosure of the leasehold interest will take title to the leasehold interest in the Parcel free of any claims for unpaid charges, including any Assessment Lien, against such Parcel which accrue after the lien created by such Mortgage but prior to the time such Institutional First Mortgagee came into title to the leasehold interest in the Parcel (and the lien of any such claim will be extinguished as to such Institutional First Mortgagee, and its successors and assigns), but such claim will remain the responsibility of the former Owner. It is specifically understood, however, that an Institutional First Mortgagee is liable for all such claims arising during the actual period of time the Institutional First Mortgagee holds title to the leasehold interest in a Parcel.

c. Notice of Default and Right to Cure.

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i. Copies of any notices with respect to an event of default, including, but not limited to, a Notice of Assessment Lien, under the RLA shall be delivered to the Institutional First Mortgagee of such defaulting Owner (at the Institutional First Mortgagee's address provided in the notice provision of the Mortgage of record). The Party claiming such default shall use commercially reasonable efforts to deliver such notice to the Institutional First Mortgagee at the same time as the notice given to the defaulting Owner. Any notice of default shall state the nature of the default and shall specify the amount of the payment that is claimed to be in default, if any. Said Institutional First Mortgagee shall also be given, by the initiating Party of such proceeding or dispute, prompt (x) notice of any arbitration or other proceeding or dispute involving the defaulting Owner and (y) notice, and a copy, of any award or decision made in such arbitration or other proceeding.

ii. Notwithstanding anything to the contrary contained in the RLA, the Institutional First Mortgagee of the defaulting Owner shall have the right, but not the obligation, without thereby assuming Owner's obligations under the RLA (except for an Owner's obligations first arising after completion of a foreclosure of its security interest in, or other remedy giving the first mortgagee possession of, the leasehold interest in the Parcel), to cure any such default within the later of (a) thirty (30) days after the date of such notice, or (b) the last day of the cure period available to Owner under the terms of the RLA; *provided, however*, that if a non-monetary default cannot reasonably be cured by Institutional First Mortgagee within such thirty (30) day period, Institutional First Mortgagee shall have such additional period of time as shall be reasonably necessary to cure such non-monetary default so long as Institutional First Mortgagee commences such curative measures within such thirty (30) day period and thereafter proceeds diligently to complete such curative measures (including but not limited to taking possession of the Parcel if necessary to effect such cure); and provided, further, that no additional cure period shall be made available to a First Mortgagee in the instance of an emergency alleged by the Owner providing notice of default or if such written notice alleges that such breach involves any material and adverse disruption of access to, or the business operations on, the Parcel(s) owned by the Owner declaring the "Default".

iii. Notwithstanding the fact that subsection (ii) above, affords an Institutional First Mortgagee additional time to cure an Owner's defaults under the RLA, no such extension or other compliance with the requirements of this RLA is intended to be, nor shall it be deemed to be, (1) a waiver by any of the Parties of any particular or future default by such Owner under the RLA, (2) a waiver of the requirement of timely compliance with all of such Owner's obligations under the RLA, nor (3) a modification of the time periods set forth in the RLA for such Owner's compliance with its obligations thereunder (it being understood and agreed, however, that such cure rights afforded Institutional First Mortgagee are intended to, and do, modify the Parties' remedial and/or enforcement rights with respect to such defaults in the limited manner expressly provided for herein).

24. Successors and Assigns. This RLA will be binding upon, and inure to the benefit of, the Owners and their respective successors and assigns.

25. No Joint Venture or Partnership. The Owners intend that the relationship created under this RLA be solely that of contracting Owners. Nothing herein is intended to create a joint venture or partnership or landlord-tenant relationship among the Owners.

26. Construction. This RLA has been negotiated and prepared "at arm's length" between the Owners, each adequately represented by legal counsel of its choice and shall not be more strictly construed against one party than against the other.

27. Further Assurances. The Owners, for themselves and their successors and assigns, agree to execute any and all further instruments and documents and take all such action as may be reasonably required to effectuate the terms, provisions and intent of this RLA.

28. Estoppel Certificates. The Owners agree, within ten (10) days after written request by the other Party, to execute, acknowledge and deliver an estoppel certificate stating whether or not this RLA has been modified or amended, and if so, identifying and describing any said modification or amendment and whether such Party has knowledge of any default hereunder by the other Party and, if so, specify the nature of said default or claim, and to the extent then known by the Party, the amounts of any contributions or assessments then currently payable hereunder and the dates through which such payments have been made, and such other matters as may be reasonably requested.

29. Limitation of Liability. Notwithstanding anything contained herein or elsewhere in this RLA to the contrary, the liability of each the Owners under this RLA or arising in connection herewith shall be limited to the leasehold interest of such Owner in its Parcel. Under no circumstances shall any present or future investor, partner, officer, member, manager, agent, or employee of any Owner have any liability for the performance of such Owner's obligations under this RLA. In connection with the Performing Owner carrying out of the Performing Owner's rights and obligations as the Performing Owner under this RLA, the Performing Owner shall have no personal liability unless the Performing Owner is grossly negligent or commits willful misconduct or violates the provisions of Section 7 prohibiting the placement of liens. Under no circumstances shall any present or future investor, partner, officer, member, manager, agent, or employee of the Performing Owner have any liability for the performance of such Performing Owner's obligations under this RLA.

30. WAIVER OF JURY TRIAL. THE OWNERS HEREBY EACH WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM INSTITUTED BY ANY PARTY AGAINST ANOTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS RLA OR THE LICENSES GRANTED HEREUNDER.

31. RLA Amendments. This RLA may not be amended or modified without the prior written consent of all then record Owners of all Parcels within the Property subject hereto, which consent shall not be unreasonably withheld, conditioned or delayed.

[INTENTIONALLY BLANK - SIGNATURES BEGIN ON NEXT PAGE]

EXHIBIT I
RECIPROCAL LICENSE AGREEMENT

IN WITNESS WHEREOF, the Parties have duly executed this REA as of the day and year first written above.

AVE PARTIES:

Signed, sealed and delivered in the presence of:

- AVE, LLC**, a Florida limited liability company
- AVE BUILDING A, LLC**, a Florida limited liability company
- AVE BUILDING A1, LLC**, a Florida limited liability company
- AVE BUILDING A2, LLC**, a Florida limited liability company
- AVE BUILDING C, LLC**, a Florida limited liability company
- AVE BUILDING B1, LLC**, a Florida limited liability company
- AVE BUILDING B3, LLC**, a Florida limited liability company
- AVE BUILDING B4, LLC**, a Florida limited liability company
- AVE AIRSIDE, LLC**, a Florida limited liability company

Print Name: _____

Print Name: _____

By: _____
Name: Ernesto Cambo
Title: Manager

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me on _____, 2018, by Ernesto Cambo, as Manager of the above listed limited liability companies. Said person (check one) is personally known to me or produced _____ as identification.

Print Name: _____
Notary Public, State of Florida

EXHIBIT I
RECIPROCAL LICENSE AGREEMENT

Commission No.: _____
My Commission Expires: _____

EXHIBIT I
RECIPROCAL LICENSE AGREEMENT

BRIDGE PARTIES:

Signed, sealed and delivered in the presence of:

BRIDGE AVE GH, LLC, a Florida limited liability company
BRIDGE AVE KP, LLC, a Florida limited liability company
BRIDGE AVE L, LLC, a Florida limited liability company
BRIDGE AVE M, LLC, a Florida limited liability company

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me on _____, 2018, by _____, as _____ of the above limited liability companies. Said person (check one) [] is personally known to me or [] produced _____ as identification.

Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

EXHIBIT I
RECIPROCAL LICENSE AGREEMENT

EGMR PARTIES:

Signed, sealed and delivered in the presence of:

- EGMR AVE USPS, LLC, a Delaware limited liability company
- EGMR AVE N, LLC, a Delaware limited liability company
- EGMR AVE O, LLC, a Delaware limited liability company
- EGMR AVE EF, LLC, a Delaware limited liability company
- EGMR AVE J, LLC, a Delaware limited liability company
- EGMR AVE I, LLC, a Delaware limited liability company

Print Name: _____

Print Name: _____

By: _____
Name:
Title:

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me on _____, 2018, by _____, as _____ of the above limited liability company. Said person (check one) [] is personally known to me or [] produced _____ as identification.

Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

CONSENT AND JOINDER

The undersigned, as lessor under the Amended and Restated Development Lease dated as of February 19, 2007, as may be amended from time to time, hereby consents to and joins the above Reciprocal License Agreement.

Witnesses:

**BOARD OF COUNTY COMMISSIONERS OF
MIAMI-DADE COUNTY, FLORIDA**

Print Name: _____

By: _____
Name:
Title: County Manager

Print Name: _____

ATTEST:

By: _____
Name:
Title: Clerk

EXHIBIT I
RECIPROCAL LICENSE AGREEMENT

EXHIBIT "A-1"

(Property)

Portions of MIAMI GARDENS, according to the Plat thereof, recorded in Plat Book 2, at Page 96, lying in Section 19, Township 52 South, Range 41 East and portions of Lots 6, 7 and 8, BLAIN ACRES, according to the Plat thereof, recorded in Plat Book 24, at Page 9, all of the Public Records of Miami-Dade County, Florida, and being more particularly described as follows:

Commence at the Northwest corner of Section 19, Township 52 South, Range 41 East; thence run South 00 degrees 33 minutes 01 seconds West along the West line of the Northwest $\frac{1}{4}$ of said Section 19 for 44.01 feet; thence run South 89 degrees 26 minutes 59 seconds East for 100.00 feet to a point on the East right of way line of NW 57th Avenue (Red Road) as shown on the State of Florida State Road Department Right of Way map, Section 87630-2602, as recorded in Road Plat Book 112, at Page 7 of the Public Records of Miami-Dade County, Florida, said point also being the Point of Beginning; thence run South 55 degrees 06 minutes 49 seconds East for 597.17 feet; thence run South 29 degrees 25 minutes 29 seconds East for 196.09 feet; thence run South 55 degrees 06 minutes 49 seconds East for 3630.20 feet; thence run South 50 degrees 39 minutes 11 seconds West for 1642.92 feet; thence run North 89 degrees 59 minutes 28 seconds West for 245.17 feet; thence run South 63 degrees 36 minutes 59 seconds West for 224.96 feet; thence run North 89 degrees 59 minutes 28 seconds West for 1857.34 feet; thence run North 00 degrees 33 minutes 05 seconds East along the line 125 feet Easterly of, as measured at right angles to, the West line of the Southwest $\frac{1}{4}$ of said Section 19, said line also being the East right of way line of NW 57th Avenue (Red Road), as shown on the Florida Department of Transportation Right of Way Map for Gratigny Parkway, Section 87008-2504, Sheet 3 of 10, for 462.11 feet; thence run North 88 degrees 33 minutes 22 seconds West along the last described right of way line for 25.00 feet; thence run North 00 degrees 33 minutes 05 seconds East along a line 100 feet easterly of, as measured at right angles to, the West line of the Southwest $\frac{1}{4}$ of said Section 19, said line also being the East right of way line of NW 57th Avenue (Red Road) as shown on the previously described Plat Book 112, at Page 7, for 661.91 feet; thence run North 00 degrees 32 minutes 07 seconds East along a line 100 feet Easterly of, as measured at right angles to, the West line of the Northwest $\frac{1}{4}$ of said Section 19 and along the last described right of way line for 1127.28 feet; thence run North 00 degrees 33 minutes 01 seconds East along a line 100 feet easterly of, as measured at right angles to, the West line of the Northwest $\frac{1}{4}$ of said Section 19 and along the last described right of way line for 1478.17 feet to the Point of Beginning.

EXHIBIT I
RECIPROCAL LICENSE AGREEMENT

EXHIBIT "A-2"

(MEPT USPS Property)

A PORTION OF LOTS 5, 6, 7 AND 8, "BLAIN ACRES", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 24, AT PAGE 9, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 52 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE RUN SOUTH 02°49'03" EAST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 19 FOR A DISTANCE OF 44.01 FEET; THENCE RUN NORTH 87°10'57" EAST FOR A DISTANCE OF 100.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF NW 57TH AVENUE (RED ROAD) AS SHOWN ON THE STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT OF WAY MAP, SECTION 87630-2602, AS RECORDED IN ROAD PLAT BOOK 112, PAGE 7 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID POINT BEING THE NORTHWEST CORNER OF TRACT "A" OF "AVE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 170, PAGE 84 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 02°49'03" EAST, ALONG SAID EAST RIGHT OF WAY LINE OF NW 57TH AVENUE, FOR A DISTANCE OF 2843.60 FEET TO THE INTERSECTION WITH THE WESTERLY EXTENSION OF A LINE LYING 15.00 FEET SOUTHERLY OF AND PARALLEL TO A SOUTH LINE OF SAID TRACT "A"; THENCE NORTH 86°43'35" EAST ON SAID WESTERLY EXTENSION 667.81 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 86°43'35" EAST ON SAID PARALLEL LINE 1575.06 FEET TO THE INTERSECTION WITH A CIRCULAR NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, THE RADIUS POINT OF WHICH BEARS SOUTH 38°19'04" WEST; THENCE SOUTHEASTERLY ON THE ARC OF SAID CURVE TO THE RIGHT, WITH A RADIUS OF 59.50 FEET, A CENTRAL ANGLE OF 31°13'26", FOR AN ARC DISTANCE OF 32.43 FEET TO A POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE CONCAVE WESTERLY; THENCE SOUTHERLY ON THE ARC OF SAID CURVE TO THE RIGHT, WITH A RADIUS OF 319.50 FEET, A CENTRAL ANGLE OF 17°06'06", FOR AN ARC DISTANCE OF 95.36 FEET TO A POINT OF TANGENCY; THENCE SOUTH 03°21'24" EAST 490.71 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHWESTERLY; THENCE SOUTHWESTERLY ON THE ARC OF SAID CURVE TO THE RIGHT, WITH A RADIUS OF 129.50 FEET, A CENTRAL ANGLE OF 90°00'03", FOR AN ARC DISTANCE OF 203.42 FEET TO A POINT OF TANGENCY; THENCE SOUTH 86°38'28" WEST 31.96 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE SOUTHERLY; THENCE WESTERLY ON THE ARC OF SAID CURVE TO THE LEFT, WITH A RADIUS OF 320.00 FEET, A CENTRAL ANGLE OF 16°11'23", FOR AN ARC DISTANCE OF 90.42 FEET TO A POINT OF TANGENCY; THENCE SOUTH 70°27'06" WEST 273.32 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHERLY; THENCE WESTERLY ON THE ARC OF SAID CURVE TO THE RIGHT, WITH A RADIUS OF 280.00 FEET, A CENTRAL ANGLE OF 16°11'22", FOR AN ARC DISTANCE OF 79.12 FEET TO A POINT OF TANGENCY; THENCE SOUTH 86°38'28" WEST 1015.10 FEET TO THE INTERSECTION WITH AN EAST LINE OF SAID TRACT "A"; THENCE NORTH 03°22'04" WEST ON SAID EAST LINE 843.45 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A-3"

(MEPT N Property)

A PARCEL OF LAND LYING WITHIN THE WEST 1/2 OF SECTION 19, TOWNSHIP 52 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING A PORTION OF TRACT "A", AVE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 170, AT PAGE 84, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 52 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE RUN SOUTH 02°49'03" EAST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 19 FOR A DISTANCE OF 44.01 FEET; THENCE RUN NORTH 87°10'57" EAST FOR A DISTANCE OF 100.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF NW 57TH AVENUE (RED ROAD) AS SHOWN ON THE STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT OF WAY MAP, SECTION 87630-2602, AS RECORDED IN ROAD PLAT BOOK 112 AT PAGE 7 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID POINT BEING THE NORTHWEST CORNER OF TRACT "A" OF THE SAID PLAT OF "AVE"; THENCE RUN SOUTH 02°49'03" EAST, ALONG SAID EAST RIGHT OF WAY LINE OF NW 57TH AVENUE, FOR A DISTANCE OF 1478.17 FEET; THENCE CONTINUE SOUTH 02°49'03" EAST, ALONG SAID EAST RIGHT OF WAY LINE OF NW 57TH AVENUE, FOR A DISTANCE OF 132.41 FEET TO A POINT; THENCE RUN NORTH 86°37'56" EAST FOR A DISTANCE OF 325.62 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREINAFTER DESCRIBED; THENCE CONTINUE NORTH 86°37'56" EAST FOR A DISTANCE OF 296.11 FEET TO A POINT; THENCE RUN NORTH 03°22'06" WEST FOR A DISTANCE OF 2.50 FEET TO A POINT; THENCE RUN NORTH 86°37'56" EAST FOR A DISTANCE OF 14.50 FEET TO A POINT; THENCE RUN SOUTH 03°22'06" EAST FOR A DISTANCE OF 1,157.53 FEET TO A POINT; THENCE RUN SOUTH 86°43'35" WEST FOR A DISTANCE OF 312.05 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 28.00 FEET, THENCE ALONG SAID CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 22.50 FEET AND THROUGH A CENTRAL ANGLE OF 46°02'27" TO A POINT OF TANGENCY; THENCE RUN NORTH 47°13'58" WEST FOR A DISTANCE OF 13.25 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 28.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 21.44 FEET, THROUGH A CENTRAL ANGLE OF 43°52'20" TO A POINT OF TANGENCY; THENCE RUN NORTH 03°22'04" WEST FOR A DISTANCE OF 1,081.18 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 28.00 FEET; THENCE ALONG SAID CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 26.20 FEET, THROUGH A CENTRAL ANGLE OF 53°36'45" TO A POINT OF TANGENCY; THENCE RUN NORTH 50°15'02" EAST FOR A DISTANCE OF 13.12 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 28.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 17.78 FEET, THROUGH A CENTRAL ANGLE OF 36°22'58" TO THE POINT OF BEGINNING.

EXHIBIT "A-4"

(MEPT O Property)

A PARCEL OF LAND LYING WITHIN THE WEST 1/2 OF SECTION 19, TOWNSHIP 52 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING A PORTION OF TRACT "A", "AVE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 170, AT PAGE 84, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 19, TOWNSHIP 52 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE RUN SOUTH 02°49'03" EAST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 19 FOR A DISTANCE OF 44.01 FEET; THENCE RUN NORTH 87°10'57" EAST FOR A DISTANCE OF 100.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF NW 57TH AVENUE (RED ROAD) AS SHOWN ON THE STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT OF WAY MAP, SECTION 87630-2602, AS RECORDED IN ROAD PLAT BOOK 112 AT PAGE 7 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID POINT BEING THE MOST NORTHERLY NORTHWEST CORNER OF SAID TRACT "A" OF "AVE"; THENCE RUN SOUTH 02°49'03" EAST, ALONG SAID EAST RIGHT OF WAY LINE OF NW 57TH AVENUE AND ON THE WEST LINE OF SAID TRACT "A" FOR A DISTANCE OF 1478.17 FEET; THENCE CONTINUE SOUTH 02°49'03" EAST, ALONG SAID EAST RIGHT OF WAY LINE OF NW 57TH AVENUE, FOR A DISTANCE OF 132.41 FEET TO A POINT; THENCE RUN NORTH 86°37'56" EAST FOR A DISTANCE OF 621.73 FEET TO A POINT; THENCE RUN NORTH 03°22'06" WEST FOR A DISTANCE OF 2.50 FEET TO A POINT; THENCE RUN NORTH 86°37'56" EAST FOR A DISTANCE OF 14.50 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREINAFTER DESCRIBED; THENCE CONTINUE NORTH 86°37'56" EAST FOR A DISTANCE OF 345.43 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 50.00 FEET; THENCE ALONG SAID CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 78.55 FEET AND THROUGH A CENTRAL ANGLE OF 90°00'32", TO A POINT OF TANGENCY; THENCE RUN SOUTH 03°21'32" EAST FOR A DISTANCE OF 1,058.10 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 50.00 FEET, THENCE ALONG SAID CURVE TO THE RIGHT, FOR AN ARC DISTANCE OF 78.61 FEET AND THROUGH A CENTRAL ANGLE OF 90°05'07", TO A POINT OF TANGENCY; THENCE RUN SOUTH 86°43'35" WEST FOR A DISTANCE OF 345.17 FEET TO A POINT; THENCE RUN NORTH 03°22'06" WEST FOR A DISTANCE OF 1,157.53 FEET TO THE POINT OF BEGINNING.

EXHIBIT I
RECIPROCAL LICENSE AGREEMENT

EXHIBIT "A-5"

(MEPT EF Property)

A PARCEL OF LAND LYING WITHIN THE WEST 1/2 OF SECTION 19, TOWNSHIP 52 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING A PORTION OF TRACT "A", AVE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 170, AT PAGE 84, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 52 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE RUN SOUTH 02°49'03" EAST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 19 FOR A DISTANCE OF 44.01 FEET; THENCE RUN NORTH 87°10'57" EAST FOR A DISTANCE OF 100.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF NW 57TH AVENUE (RED ROAD) AS SHOWN ON THE STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT OF WAY MAP, SECTION 87630-2602, AS RECORDED IN ROAD PLAT BOOK 112 AT PAGE 7 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID POINT BEING THE NORTHWEST CORNER OF TRACT "A" OF THE SAID PLAT OF "AVE"; THENCE RUN SOUTH 02°49'03" EAST, ALONG SAID EAST RIGHT OF WAY LINE OF NW 57TH AVENUE, FOR A DISTANCE OF 436.13 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREINAFTER DESCRIBED; THENCE CONTINUE SOUTH 02°49'03" EAST, ALONG SAID EAST RIGHT OF WAY LINE OF NW 57TH AVENUE, FOR A DISTANCE OF 1042.04 FEET; THENCE CONTINUE SOUTH 02°49'03" EAST, ALONG SAID EAST RIGHT OF WAY LINE OF NW 57TH AVENUE, FOR A DISTANCE OF 101.41 FEET TO A POINT; THENCE RUN NORTH 86°37'56" EAST FOR A DISTANCE OF 339.83 FEET TO A POINT; THENCE RUN NORTH 03°22'04" WEST FOR A DISTANCE OF 1191.73 FEET TO A POINT; THENCE RUN SOUTH 31°31'07" WEST FOR A DISTANCE OF 58.92 FEET TO A POINT; THENCE RUN SOUTH 86°37'56" WEST FOR A DISTANCE OF 295.15 FEET TO THE POINT OF BEGINNING.

EXHIBIT I
RECIPROCAL LICENSE AGREEMENT

EXHIBIT "A-6"

(MEPT J Property)

A PARCEL OF LAND LYING WITHIN THE WEST 1/2 OF SECTION 19, TOWNSHIP 52 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING A PORTION OF TRACT "A", AVE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 170, AT PAGE 84, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 52 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE RUN SOUTH 02°49'03" EAST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 19 FOR A DISTANCE OF 44.01 FEET; THENCE RUN NORTH 87°10'57" EAST FOR A DISTANCE OF 100.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF NW 57TH AVENUE (RED ROAD) AS SHOWN ON THE STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT OF WAY MAP, SECTION 87630-2602, AS RECORDED IN ROAD PLAT BOOK 112 AT PAGE 7 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID POINT BEING THE NORTHWEST CORNER OF TRACT "A" OF THE SAID PLAT OF "AVE"; THENCE RUN SOUTH 02°49'03" EAST, ALONG SAID EAST RIGHT OF WAY LINE OF NW 57TH AVENUE, FOR A DISTANCE OF 1478.17 FEET; THENCE CONTINUE SOUTH 02°49'03" EAST, ALONG SAID EAST RIGHT OF WAY LINE OF NW 57TH AVENUE, FOR A DISTANCE OF 101.41 FEET TO A POINT; THENCE RUN NORTH 86°37'56" EAST FOR A DISTANCE OF 769.82 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREINAFTER DESCRIBED; THENCE CONTINUE NORTH 86°37'56" EAST FOR A DISTANCE OF 1362.05 FEET TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN EXHIBIT "A" TO THE MEMORANDUM OF LEASE, RECORDED IN OFFICIAL RECORDS BOOK 25616 AT PAGE 2155 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE RUN NORTH 58°28'53" WEST, ALONG THE SAID NORTHEASTERLY LINE, FOR A DISTANCE OF 809.51 FEET TO A POINT; THENCE RUN SOUTH 86°37'56" WEST FOR A DISTANCE OF 698.02 FEET TO A POINT; THENCE RUN SOUTH 03°22'04" EAST FOR A DISTANCE OF 463.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT I
RECIPROCAL LICENSE AGREEMENT

EXHIBIT "A-7"

(Bridge GH Property)

A parcel of land lying within the West 1/2 of Section 19, Township 52 South, Range 41 East, Miami-Dade County, Florida, being a portion of Tract "A", AVE, according to the Plat thereof, as recorded in Plat Book 170, at Page 84, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Section 19, Township 52 South, Range 41 East, Miami-Dade County, Florida; thence run South $02^{\circ}49'03''$ East along the West Line of the Northwest 1/4 of said Section 19 for a distance of 44.01 feet; thence run North $87^{\circ}10'57''$ East for a distance of 100.00 feet to a point on the East Right of Way Line of NW 57th Avenue (Red Road) as shown on the State of Florida State Road Department Right of Way Map, Section 87630-2602, as recorded in Road Plat Book 112 at Page 7 of the Public Records of Miami-Dade County, Florida, said point being the Northwest corner of Tract "A", of the said plat of AVE; thence run South $02^{\circ}49'03''$ East, along said East Right of Way Line of NW 57th Avenue, for a distance of 1478.17 feet; thence continue South $02^{\circ}49'03''$ East, along said East Right of Way Line of NW 57th Avenue, for a distance of 101.41 feet to a point; thence run North $86^{\circ}37'56''$ East for a distance of 339.83 feet to the POINT OF BEGINNING of the parcel hereinafter described; thence continue North $86^{\circ}37'56''$ East for a distance of 429.99 feet to a point; thence run North $03^{\circ}22'04''$ West for a distance of 949.70 feet to a point of intersection with the Northeasterly line of that certain parcel of land described in Exhibit "A" to the Memorandum of Lease, recorded in Official Records Book 25616 at Page 2155 of the Public Records of Miami-Dade County, Florida; thence run North $58^{\circ}28'53''$ West, along the aforementioned Northeasterly line of the lands described in the said Memorandum of Lease, for a distance of 205.37 feet to a point; thence run North $32^{\circ}47'33''$ West along the said Northeasterly line, for a distance of 196.09 feet to a point; thence run North $58^{\circ}28'53''$ West along the said Northeasterly line, for a distance of 109.06 feet to a point; thence run South $31^{\circ}31'07''$ West for a distance of 132.41 feet to a point; thence run South $03^{\circ}22'04''$ East for a distance of 1191.73 feet to the POINT OF BEGINNING

EXHIBIT I
RECIPROCAL LICENSE AGREEMENT

EXHIBIT "A-8"

(MEPT I Property)

A PARCEL OF LAND LYING WITHIN THE WEST 1/2 OF SECTION 19, TOWNSHIP 52 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING A PORTION OF TRACT "A", "AVE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 170, AT PAGE 84, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 19, TOWNSHIP 52 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE RUN SOUTH 02°49'03" EAST ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 19 FOR A DISTANCE OF 44.01 FEET; THENCE RUN NORTH 87°10'57" EAST FOR A DISTANCE OF 100.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF NW 57TH AVENUE (RED ROAD) AS SHOWN ON THE STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT OF WAY MAP, SECTION 87630-2602, AS RECORDED IN ROAD PLAT BOOK 112 AT PAGE 7 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID POINT BEING THE MOST NORTHERLY NORTHWEST CORNER OF SAID TRACT "A" OF "AVE"; THENCE RUN SOUTH 02°49'03" EAST, ALONG SAID EAST RIGHT OF WAY LINE OF NW 57TH AVENUE AND ON THE WEST LINE OF SAID TRACT "A" FOR A DISTANCE OF 1478.17 FEET; THENCE CONTINUE SOUTH 02°49'03" EAST, ALONG SAID EAST RIGHT OF WAY LINE OF NW 57TH AVENUE, FOR A DISTANCE OF 101.41 FEET TO A POINT; THENCE RUN NORTH 86°37'56" EAST FOR A DISTANCE OF 769.82 FEET TO A POINT; THENCE RUN NORTH 03°22'04" WEST FOR A DISTANCE OF 463.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREINAFTER DESCRIBED; THENCE CONTINUE NORTH 03°22'04" WEST FOR A DISTANCE OF 486.70 FEET TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN EXHIBIT "A" TO THE MEMORANDUM OF LEASE, RECORDED IN OFFICIAL RECORDS BOOK 25616 AT PAGE 2155 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE RUN SOUTH 58°28'53" EAST, ALONG THE AFOREMENTIONED NORTHEASTERLY LINE OF THE LANDS DESCRIBED IN THE SAID MEMORANDUM OF LEASE, FOR A DISTANCE OF 850.95 FEET TO A POINT; THENCE RUN SOUTH 86°37'56" WEST FOR A DISTANCE OF 698.02 FEET TO THE POINT OF BEGINNING.

EXHIBIT I
RECIPROCAL LICENSE AGREEMENT

EXHIBIT "A-9"

(Bridge KP Property)

A parcel of land lying within the West 1/2 of Section 19, Township 52 South, Range 41 East, Miami-Dade County, Florida, being a portion of Tract "A", AVE, according to the Plat thereof, as recorded in Plat Book 170, at Page 84, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Section 19, Township 52 South, Range 41 East, Miami-Dade County, Florida; thence run South $02^{\circ}49'03''$ East along the West Line of the Northwest 1/4 of said Section 19 for a distance of 44.01 feet; thence run North $87^{\circ}10'57''$ East for a distance of 100.00 feet to a point on the East Right of Way Line of NW 57th Avenue (Red Road) as shown on the State of Florida State Road Department Right of Way Map, Section 87630-2602, as recorded in Road Plat Book 112 at Page 7 of the Public Records of Miami-Dade County, Florida; thence run South $02^{\circ}49'03''$ East, along said East Right of Way Line of NW 57th Avenue, for a distance of 1478.17 feet; thence continue South $02^{\circ}49'03''$ East, along said East Right of Way Line of NW 57th Avenue, for a distance of 132.41 feet to a point; thence run North $86^{\circ}37'56''$ East for a distance of 1100.12 feet to the POINT OF BEGINNING of the parcel hereinafter described; thence continue North $86^{\circ}37'56''$ East for a distance of 290.66 feet to a point; thence run South $03^{\circ}21'32''$ East for a distance of 1158.77 feet to a point; thence run South $86^{\circ}43'35''$ West for a distance of 279.18 feet to a point of curvature with a curve concave to the Northeast having a radius of 50.00 feet; thence Northwesterly along the arc of said curve to the right for an arc distance of 78.47 feet, through a central angle of $89^{\circ}54'53''$ to a point of tangency; thence run North $03^{\circ}21'32''$ West for a distance of 1072.63 feet to a point of curvature with a curve concave to the Southeast having a radius of 28.00 feet; thence Northeasterly along the arc of said curve to the right for an arc distance of 26.24 feet, through a central angle of $53^{\circ}41'42''$ to a point of tangency; thence run North $50^{\circ}20'10''$ East for a distance of 12.97 feet to a point of curvature with a curve concave to the Southeast having a radius of 28.00 feet; thence Northeasterly along the arc of said curve to the right for an arc distance of 17.74 feet, through a central angle of $36^{\circ}17'46''$ to the POINT OF BEGINNING.

EXHIBIT I
RECIPROCAL LICENSE AGREEMENT

EXHIBIT "A-10"

(Bridge L Property)

A PORTION OF TRACT "A" OF "AVE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 170, PAGE 84, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID TRACT "A"; THENCE NORTH 03°22'04" WEST ON AN EAST LINE OF SAID TRACT "A" 42.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 03°22'04" WEST ON SAID EAST LINE 843.45 FEET TO THE INTERSECTION WITH A LINE 15.00 FEET SOUTH OF AND PARALLEL WITH THE WESTERLY EXTENSION OF A SOUTH LINE OF SAID TRACT "A"; THENCE SOUTH 86°43'35" WEST ON SAID PARALLEL LINE 314.52 FEET; THENCE SOUTH 83°01'58" WEST 54.50 FEET TO THE INTERSECTION WITH A LINE 368.91 FEET WESTERLY OF AND PARALLEL WITH THE AFOREMENTIONED EAST LINE OF TRACT "A"; THENCE SOUTH 03°22'04" EAST ON SAID PARALLEL LINE 840.49 FEET TO THE INTERSECTION WITH A LINE 42.00 FEET NORTH OF AND PARALLEL WITH THE MOST SOUTHERLY SOUTH LINE OF SAID TRACT "A"; THENCE NORTH 86°38'28" EAST ON SAID PARALLEL LINE 368.91 FEET TO THE POINT OF BEGINNING.

EXHIBIT I
RECIPROCAL LICENSE AGREEMENT

EXHIBIT "A-11"

(Bridge M Property)

A parcel of land lying within the West 1/2 of Section 19, Township 52 South, Range 41 East, Miami-Dade County, Florida, being a portion of Tract "A", AVE, according to the Plat thereof, as recorded in Plat Book 170, at Page 84, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Section 19, Township 52 South, Range 41 East, Miami-Dade County, Florida; thence run South 02°49'03" East along the West Line of the Northwest 1/4 of said Section 19 for a distance of 44.01 feet; thence run North 87°10'57" East for a distance of 100.00 feet to a point on the East Right of Way Line of NW 57th Avenue (Red Road) as shown on the State of Florida State Road Department Right of Way Map, Section 87630-2602, as recorded in Road Plat Book 112 at Page 7 of the Public Records of Miami-Dade County, Florida; said point being the most northerly Northwest corner of said Tract "A" of "AVE", thence run South 02°49'03" East, along said East Right of Way Line of NW 57th Avenue, and on the west line of said Tract "A" for a distance of 1478.17 feet; thence continue South 02°49'03" East, along said East Right of Way Line of NW 57th Avenue, for a distance of 132.41 feet to a point; thence run North 86°37'56" East for a distance of 1390.78 feet to a point; thence run South 03°21'32" East for a distance of 17.00 feet to the POINT OF BEGINNING of the parcel hereinafter described; thence continue South 03°21'32" East for a distance of 1141.77 feet to a point; thence run North 86°43'35" East for a distance of 822.31 feet to a point of curvature with a curve concave to the Northwest having a radius of 49.50 feet; thence Northeasterly along the arc of said curve to the left for an arc distance of 77.83 feet, through a central angle of 90°04'59" to a point of tangency; thence run North 03°21'24" West for a distance of 941.14 feet to a point of curvature with a curve concave to the Southwest having a radius of 100.00 feet; thence Northwesterly along the arc of said curve to the left for an arc distance of 96.21 feet, through a central angle of 55°07'27" to a point of tangency; thence run North 58°28'53" West for a distance of 107.61 feet to a point of curvature with a curve concave to the South having a radius of 49.50 feet; thence Westerly along the arc of said curve to the left for an arc distance of 30.14 feet, through a central angle of 34°53'12" to a point of tangency; thence run South 86°37'56" West for a distance of 712.51 feet the POINT OF BEGINNING.

EXHIBIT "A-12"

(Ave B4 Property)

A portion of Lot 49, MIAMI GARDENS, according to the plat thereof, as recorded in Plat Book 2 at Page 96, lying in Section 19, Township 52 South, Range 41 East and a portion of Lot 8, BLAIN ACRES, according to the Plat thereof, as recorded in Plat Book 24, at Page 9, all of the Public Records of Miami-Dade County, Florida, lying in the West 1/2, of Section 19, Township 52 South, Range 41 East being more particularly described as follows:

Commence at the Northwest corner of Section 19, Township 52 South, Range 41 East; thence run South 02°49'03" East along the West Line of the Northwest 1/4 of said Section 19 for a distance of 44.01 feet; thence run North 87°10'57" East for a distance of 100.00 feet to a point on the East Right of Way Line of NW 57th Avenue (Red Road) as shown on the State of Florida State Road Department Right of Way Map, Section 87630-2602, as recorded in Road Plat Book 112 at Page 7 of the Public Records of Dade County, Florida, thence run South 02°49'03" East, along said East Right of Way Line of NW 57th Avenue, for a distance of 1478.17 feet to a point; thence run South 02°49'57" East (South 02°49'03" East calculated), along said East Right of Way Line of NW 57th Avenue, for a distance of 970.75 feet to the Point of Beginning; thence continue South 02°49'57" East (South 02°49'03" East calculated), along said East Right of Way Line of NW 57th Avenue, for a distance of 156.53 feet to a point; thence run South 02°48'59" East (South 02°49'03" East calculated), for a distance of 123.16 feet to a point; thence run North 87°11'01" East for a distance of 17.20 feet (17.49 feet calculated) to a point; thence run South 47°39'58" East for a distance of 16.14 feet to a point; thence run South 02°48'59" East for a distance of 23.20 feet to a point; thence run North 87°11'54" East for a distance of 190.26 feet to a point of intersection with the curve concave to the Northwest, having a radius of 50.00 feet, thence along said curve to the left for an arc distance of 79.03 feet and though a central angle of 90°34'02" to a point of tangency; thence run North 03°22'08" West, for a distance of 266.48 feet to a point; thence run South 86°37'56" West for a distance of 266.35 feet (266.60 feet calculated) to the Point of Beginning;

LESS:

A portion of Lot 49, MIAMI GARDENS, according to the plat thereof, as recorded in Plat Book 2 at Page 96, lying in Section 19, Township 52 South, Range 41 East and a portion of Lot 8, BLAIN ACRES, according to the Plat thereof, as recorded in Plat Book 24, at Page 9, all of the Public Records of Miami-Dade County, Florida, lying in the West 1/2, of Section 19, Township 52 South, Range 41 East being more particularly described as follows:

Commence at the Northwest corner of Section 19, Township 52 South, Range 41 East; thence run South 02°49'03" East along the West Line of the Northwest 1/4 of said Section 19 for a distance of 44.01 feet; thence run North 87°10'57" East for a distance of 100.00 feet to a point on the East Right of Way Line of NW 57th Avenue (Red Road) as shown on the State of Florida State Road Department, now known as Florida Department of Transportation, Right of Way Map, Section 87630-2602, as recorded in Road Plat Book 112 at Page 7 of the Public Records of Miami Dade County, Florida, thence run South 02°49'03" East, along said East Right of Way Line of NW 57th Avenue, for a distance of 1478.17 feet to a point; thence run South 02°49'57" East (South 02°49'03" East calculated), along said East Right of Way Line of NW 57th Avenue, for a distance of 970.75 feet to the Point of Beginning; thence continue South 02°49'57" East (South 02°49'03" East calculated), along said East Right of Way Line of NW 57th Avenue, for a distance of 26.51 feet to the Northwesterly corner of that certain Perpetual Easement, recorded in Official Records Book 28008 at Page 4661 of the Public Records of Miami-Dade County, Florida; thence continue South 02°49'57" East (South 02°49'03" East calculated), along said East Right of Way Line of NW 57th Avenue, for a distance of 130.02 feet to a point; thence run South 02°48'59"

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East (South $02^{\circ}49'03''$ East calculated), along said Right of Way Line of NW 57th Avenue, for a distance of 66.98 feet (66.95 feet calculated) to the most Southerly corner of the aforementioned Perpetual Easement; thence run North $10^{\circ}41'04''$ East, along the Southeasterly line of the said Perpetual Easement, for a distance of 51.42 feet (51.40 feet calculated) to a point; thence run North $02^{\circ}49'57''$ West (North $02^{\circ}49'03''$ West calculated) along the Easterly line of the said Perpetual Easement, for a distance of 147.00 feet to the Northeasterly corner of the said Perpetual Easement; thence continue North $02^{\circ}49'57''$ West (North $02^{\circ}49'03''$ West calculated) for a distance of 26.62 feet to a point, thence run South $86^{\circ}37'56''$ West for a distance of 12.00 feet to the Point of Beginning.

EXHIBIT I
RECIPROCAL LICENSE AGREEMENT

EXHIBIT "A-13"

(Ave B1 Property)

A parcel of land lying within the West 1/2 of Section 19, Township 52 South, Range 41 East, Miami-Dade County, Florida, being a portion of Tract "A", AVE, according to the Plat thereof, as recorded in Plat Book 170, at Page 84, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Section 19, Township 52 South, Range 41 East, Miami-Dade County, Florida; thence run South $02^{\circ}49'03''$ East along the West Line of the Northwest 1/4 of said Section 19 for a distance of 44.01 feet; thence run North $87^{\circ}10'57''$ East for a distance of 100.00 feet to a point on the East Right of Way Line of NW 57th Avenue (Red Road) as shown on the State of Florida State Road Department Right of Way Map, Section 87630-2602, as recorded in Road Plat Book 112 at Page 7 of the Public Records of Miami-Dade County, Florida, said point being the Northwest corner of Tract "A", of the said plat of AVE; thence run South $02^{\circ}49'03''$ East, along said East Right of Way Line of NW 57th Avenue, for a distance of 1478.17 feet; thence continue South $02^{\circ}49'03''$ East, along said East Right of Way Line of NW 57th Avenue, for a distance of 147.78 feet to the POINT OF BEGINNING of the parcel hereinafter described; thence continue South $02^{\circ}49'03''$, along said East Right of Way Line of NW 57th Avenue, for a distance of 317.64 feet to a point; thence run North $86^{\circ}37'56''$ East, for a distance of 261.75 feet to a point; thence run North $03^{\circ}22'04''$ West for a distance of 286.46 feet to a point of curvature with a circular curve concave to the Southwest, having a radius of 52.50 feet, thence along said curve to the left for an arc distance of 36.76 feet and though a central angle of $40^{\circ}07'06''$ to a point of compound curvature with a circular curve concave to the Southwest, having a radius of 47.00 feet, thence along said curve to the left for an arc distance of 40.92 feet and though a central angle of $49^{\circ}52'54''$ to a point of tangency; thence run South $86^{\circ}37'56''$ West for a distance of 177.58 feet to a point of curvature with a circular curve concave to the South, having a radius of 37.50 feet, thence along said curve to the left for an arc distance of 39.98 feet and though a central angle of $61^{\circ}05'32''$ to the Point of Beginning.

EXHIBIT I
RECIPROCAL LICENSE AGREEMENT

EXHIBIT "A-14"

(Ave B3 Property)

A parcel of land lying within the West 1/2 of Section 19, Township 52 South, Range 41 East, Miami-Dade County, Florida, being a portion of Tract "A", AVE, according to the Plat thereof, as recorded in Plat Book 170, at Page 84, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Section 19, Township 52 South, Range 41 East, Miami-Dade County, Florida; thence run South $02^{\circ}49'03''$ East along the West Line of the Northwest 1/4 of said Section 19 for a distance of 44.01 feet; thence run North $87^{\circ}10'57''$ East for a distance of 100.00 feet to a point on the East Right of Way Line of NW 57th Avenue (Red Road) as shown on the State of Florida State Road Department Right of Way Map, Section 87630-2602, as recorded in Road Plat Book 112 at Page 7 of the Public Records of Miami-Dade County, Florida, said point being the Northwest corner of Tract "A", of the said plat of AVE; thence run South $02^{\circ}49'03''$ East, along said East Right of Way Line of NW 57th Avenue, for a distance of 1478.17 feet; thence continue South $02^{\circ}49'03''$ East, along said East Right of Way Line of NW 57th Avenue, for a distance of 465.42 feet to the POINT OF BEGINNING of the parcel hereinafter described; thence continue South $02^{\circ}49'03''$, along said East Right of Way Line of NW 57th Avenue, for a distance of 505.33 feet to a point; thence run North $86^{\circ}37'56''$ East, for a distance of 266.60 feet to a point; thence run North $03^{\circ}22'04''$ West for a distance of 505.30 feet to a point; thence run South $86^{\circ}37'56''$ West for a distance of 261.75 feet to the Point of Beginning.

EXHIBIT I
RECIPROCAL LICENSE AGREEMENT

EXHIBIT "A-15"

(Ave Airside Property)

Portions of MIAMI GARDENS, according to the plat thereof, as recorded in Plat Book 2 at Page 96, lying in Section 19, Township 52 South, Range 41 East, Miami-Dade County, Florida together with portions of Lots 6, 7 and 8, BLAIN ACRES, according to the Plat thereof, as recorded in Plat Book 24, at Page 9, all of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Section 19, Township 52 South, Range 41 East, Miami-Dade County, Florida; thence run South $02^{\circ}49'03''$ East along the West Line of the Northwest $1/4$ of said Section 19 for a distance of 44.01 feet; thence run North $87^{\circ}10'57''$ East for a distance of 100.00 feet to a point on the East Right of Way Line of NW 57th Avenue (Red Road) as shown on the State of Florida State Road Department Right of Way Map, Section 87630-2602, as recorded in Road Plat Book 112 at Page 7, of the Public Records of Miami-Dade County, Florida, said point being the Northwest corner of Tract "A", AVE, according to the plat thereof, recorded in Plat Book 170, at Page 84; thence run South $58^{\circ}28'53''$ East for a distance of 597.17 feet to a point; thence run South $32^{\circ}47'33''$ East for a distance of 196.09 feet to a point; thence run South $58^{\circ}28'53''$ East for a distance of 2,196.01 feet to the most Easterly Northeast corner of said Tract "A", AVE and the Point of Beginning of the parcel herein after described (the last mentioned 3 courses being coincident with the Northeasterly line of the aforementioned Tract "A", AVE); thence continue South $58^{\circ}28'53''$ East for a distance of 1,434.19 feet to a point; thence run South $47^{\circ}17'07''$ West for a distance of 1,626.95 feet to a point (the last mentioned 2 courses being coincident with the Northeasterly and Southeasterly line of that certain parcel described in Exhibit "A" to the Memorandum of Lease, recorded in Official Records Book 25616 at Page 2155, of the Public Records of Miami-Dade County, Florida); thence run North $03^{\circ}21'24''$ West, for a distance of 787.85 feet to the most Easterly Southeast corner of said Tract "A", AVE; thence continue North $03^{\circ}21'24''$ West, for a distance of 952.03 feet to a point; thence run North $32^{\circ}38'58''$ East, for a distance of 138.37 feet to the POINT OF BEGINNING (the last mentioned 2 courses being coincident with the Easterly line of the aforementioned Tract "A", AVE).

EXHIBIT I
RECIPROCAL LICENSE AGREEMENT

EXHIBIT "A-16"

(Ave A Property)

A parcel of land lying within the West 1/2 of Section 19, Township 52 South, Range 41 East, Miami-Dade County, Florida, being a portion of Tract "A", AVE, according to the Plat thereof, as recorded in Plat Book 170, at Page 84, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Section 19, Township 52 South, Range 41 East, Miami-Dade County, Florida; thence run South 02°49'03" East along the West Line of the Northwest 1/4 of said Section 19 for a distance of 44.01 feet; thence run North 87°10'57" East for a distance of 100.00 feet to a point on the East Right of Way Line of NW 57th Avenue (Red Road) as shown on the State of Florida State Road Department Right of Way Map, Section 87630-2602, as recorded in Road Plat Book 112 at Page 7 of the Public Records of Miami-Dade County, Florida, said point being the Northwest corner of Tract "A", of the said plat of AVE; thence run South 02°49'03" East, along said East Right of Way Line of NW 57th Avenue, for a distance of 1478.17 feet to a point; thence continue South 02°49'03" East, along said East Right of Way Line of NW 57th Avenue, for a distance of 1789.19 feet to a point; thence run North 88°04'34" East, for a distance of 25.00 feet to the POINT OF BEGINNING of the parcel hereinafter described; thence run South 02°49'03" East, along the East Right of Way Line of NW 57th Avenue as shown on Gratigny Parkway Right of Way Map, Sec 87008-2507, said East Right of Way line of NW 57th Avenue also being over a line 125 feet East of and parallel with the West line of Section 19-52-41, for a distance of 420.10 feet to a point; thence run North 86°38'28" East, along a line which lies 42.00 feet North of and parallel with the Southerly line of that certain parcel of land described in Exhibit "A" to the Memorandum of Lease, recorded in Official Records Book 25616 at Page 2155 of the Public Records of Miami-Dade County, Florida, for a distance of 255.13 feet to a point; thence run North 03°22'04" West for a distance of 420.12 feet to a point; thence run South 86°37'56" West for a distance of 251.10 feet to the Point of Beginning. Said Parcel lying being and located in Miami-Dade County, Florida.

EXHIBIT I
RECIPROCAL LICENSE AGREEMENT

EXHIBIT "A-17"

(Ave A1 Property)

A parcel of land lying within the West 1/2 of Section 19, Township 52 South, Range 41 East, Miami-Dade County, Florida, being a portion of Tract "A", AVE, according to the Plat thereof, as recorded in Plat Book 170, at Page 84, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Section 19, Township 52 South, Range 41 East, Miami-Dade County, Florida; thence run South $02^{\circ}49'03''$ East along the West Line of the Northwest 1/4 of said Section 19 for a distance of 44.01 feet; thence run North $87^{\circ}10'57''$ East for a distance of 100.00 feet to a point on the East Right of Way Line of NW 57th Avenue (Red Road) as shown on the State of Florida State Road Department Right of Way Map, Section 87630-2602, as recorded in Road Plat Book 112 at Page 7 of the Public Records of Miami-Dade County, Florida, said point being the Northwest corner of Tract "A", of the said plat of AVE; thence run South $02^{\circ}49'03''$ East, along said East Right of Way Line of NW 57th Avenue, for a distance of 1478.17 feet to a point; thence continue South $02^{\circ}49'03''$ East, along said East Right of Way Line of NW 57th Avenue, for a distance of 1415.59 feet to the POINT OF BEGINNING of the parcel hereinafter described; thence continue South $02^{\circ}49'03''$ East, along said East Right of Way Line of NW 57th Avenue, for a distance of 135.43 feet to a point; thence run North $86^{\circ}37'56''$ East, for a distance of 273.80 feet to a point; thence run North $03^{\circ}22'04''$ West for a distance of 179.85 feet to a point; thence run South $83^{\circ}01'58''$ West for a distance of 28.92 feet to a point; thence run South $87^{\circ}11'54''$ West for a distance of 198.20 feet to a point of curvature with a curve concave to the Southwest, having a radius of 45.00 feet; thence run Southwesterly along said curve for an arc distance of 70.70 feet through a central angle of $90^{\circ}00'57''$ to the Point of Beginning.

EXHIBIT I
RECIPROCAL LICENSE AGREEMENT

EXHIBIT "A-18"

(Ave A2 Property)

A parcel of land lying within the West 1/2 of Section 19, Township 52 South, Range 41 East, Miami-Dade County, Florida, being a portion of Tract "A", AVE, according to the Plat thereof, as recorded in Plat Book 170, at Page 84, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Section 19, Township 52 South, Range 41 East, Miami-Dade County, Florida; thence run South 02°49'03" East along the West Line of the Northwest 1/4 of said Section 19 for a distance of 44.01 feet; thence run North 87°10'57" East for a distance of 100.00 feet to a point on the East Right of Way Line of NW 57th Avenue (Red Road) as shown on the State of Florida State Road Department Right of Way Map, Section 87630-2602, as recorded in Road Plat Book 112 at Page 7 of the Public Records of Miami-Dade County, Florida, said point being the Northwest corner of Tract "A", of the said plat of AVE; thence run South 02°49'03" East, along said East Right of Way Line of NW 57th Avenue, for a distance of 1478.17 feet to a point; thence continue South 02°49'03" East, along said East Right of Way Line of NW 57th Avenue, for a distance of 1551.02 feet to the POINT OF BEGINNING of the parcel hereinafter described; thence continue South 02°49'03" East, along said East Right of Way Line of NW 57th Avenue, for a distance of 238.17 feet to a point; thence run North 88°04'34" East, for a distance of 25.00 feet to a point; thence run North 86°37'56" East, for a distance of 251.10 feet to a point; thence run North 03°22'04" West for a distance of 238.79 feet to a point; thence run South 86°37'56" West for a distance of 273.80 feet to the Point of Beginning.

EXHIBIT I
RECIPROCAL LICENSE AGREEMENT

EXHIBIT "A-19"

(Ave C Property)

A parcel of land lying within the West 1/2 of Section 19, Township 52 South, Range 41 East, Miami-Dade County, Florida, being a portion of Tract "A", AVE, according to the Plat thereof, as recorded in Plat Book 170, at Page 84, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Section 19, Township 52 South, Range 41 East, Miami-Dade County, Florida; thence run South 02°49'03" East along the West Line of the Northwest 1/4 of said Section 19 for a distance of 44.01 feet; thence run North 87°10'57" East for a distance of 100.00 feet to a point on the East Right of Way Line of NW 57th Avenue (Red Road) as shown on the State of Florida State Road Department Right of Way Map, Section 87630-2602, as recorded in Road Plat Book 112 at Page 7 of the Public Records of Miami-Dade County, Florida, said point being the Northwest corner of Tract "A", of the said plat of AVE and the POINT OF BEGINNING of the parcel hereinafter described; thence run South 02°49'03" East, along said East Right of Way Line of NW 57th Avenue, for a distance of 436.13 feet to a point; thence run North 86°37'56" East for a distance of 295.15 feet to a point; thence run North 31°31'07" East for a distance of 191.32 feet to a point of intersection with the Northeasterly line of that certain parcel of land described in Exhibit "A" to the Memorandum of Lease, recorded in Official Records Book 25616 at Page 2155 of the Public Records of Miami-Dade County, Florida; thence run North 58°28'53" West, along the said Northeasterly line, for a distance of 488.10 feet to the POINT OF BEGINNING.

EXHIBIT I
RECIPROCAL LICENSE AGREEMENT

EXHIBIT "B-1"
(Access License Areas)

ROADS

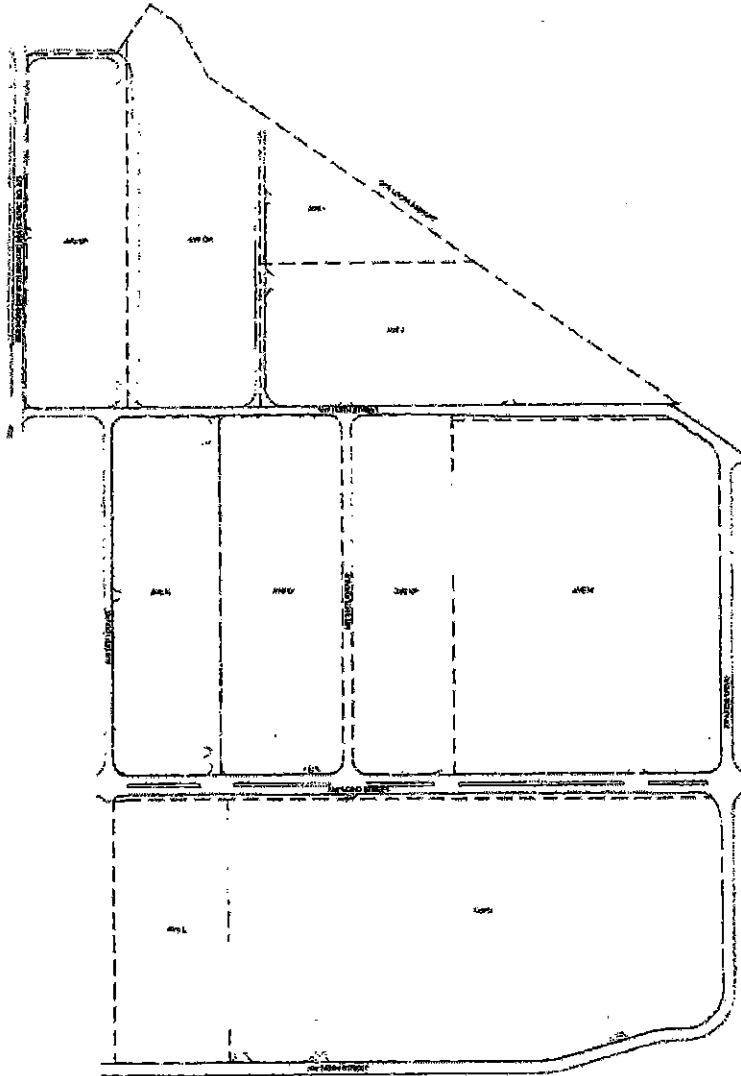
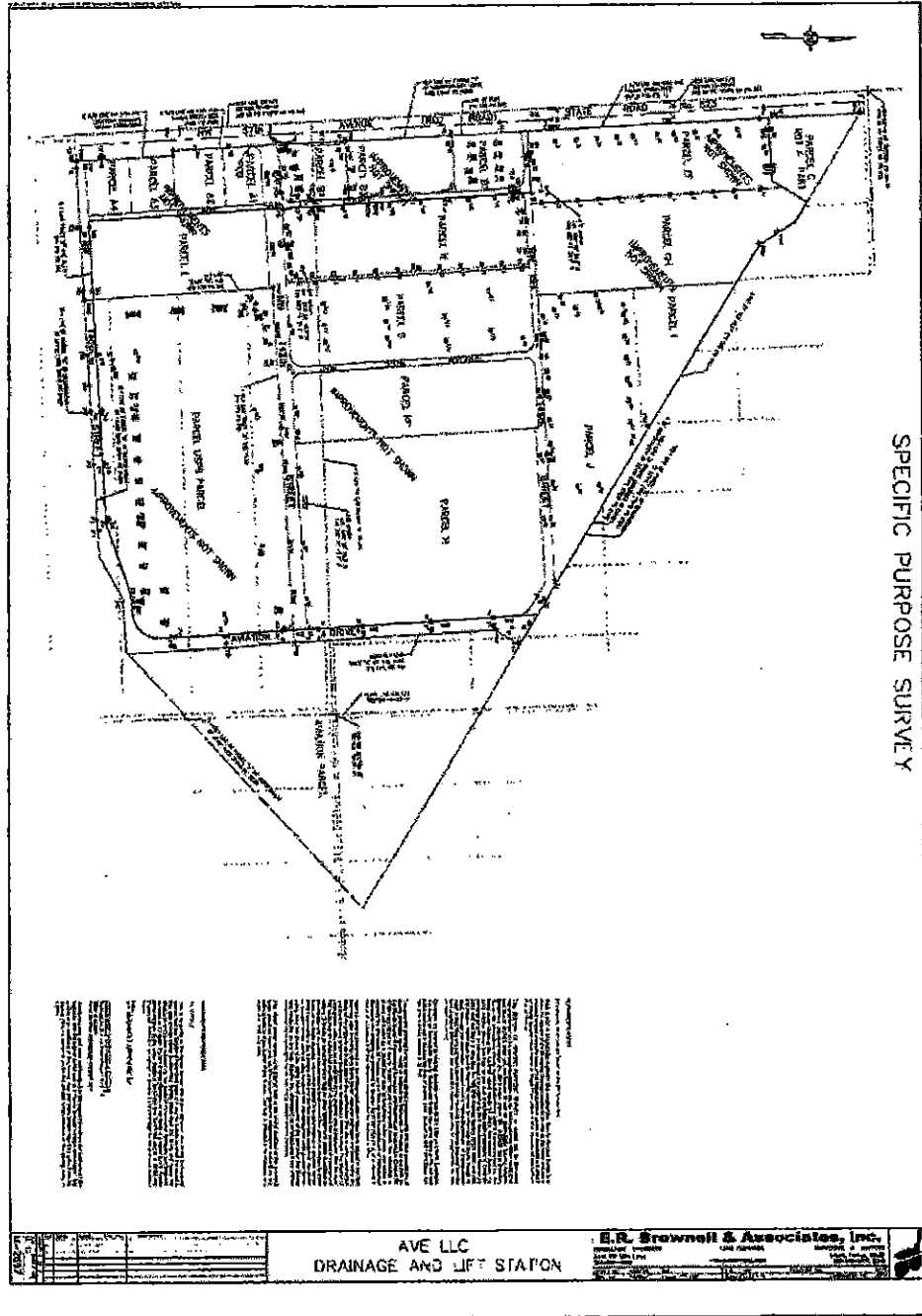


EXHIBIT I
RECIPROCAL LICENSE AGREEMENT

EXHIBIT "B-2"

(On-site Drainage License Areas)

DRAINAGE



SPECIFIC PURPOSE SURVEY

EXHIBIT I
RECIPROCAL LICENSE AGREEMENT

EXHIBIT "B-3"

(Utility License Areas)

UTILITIES

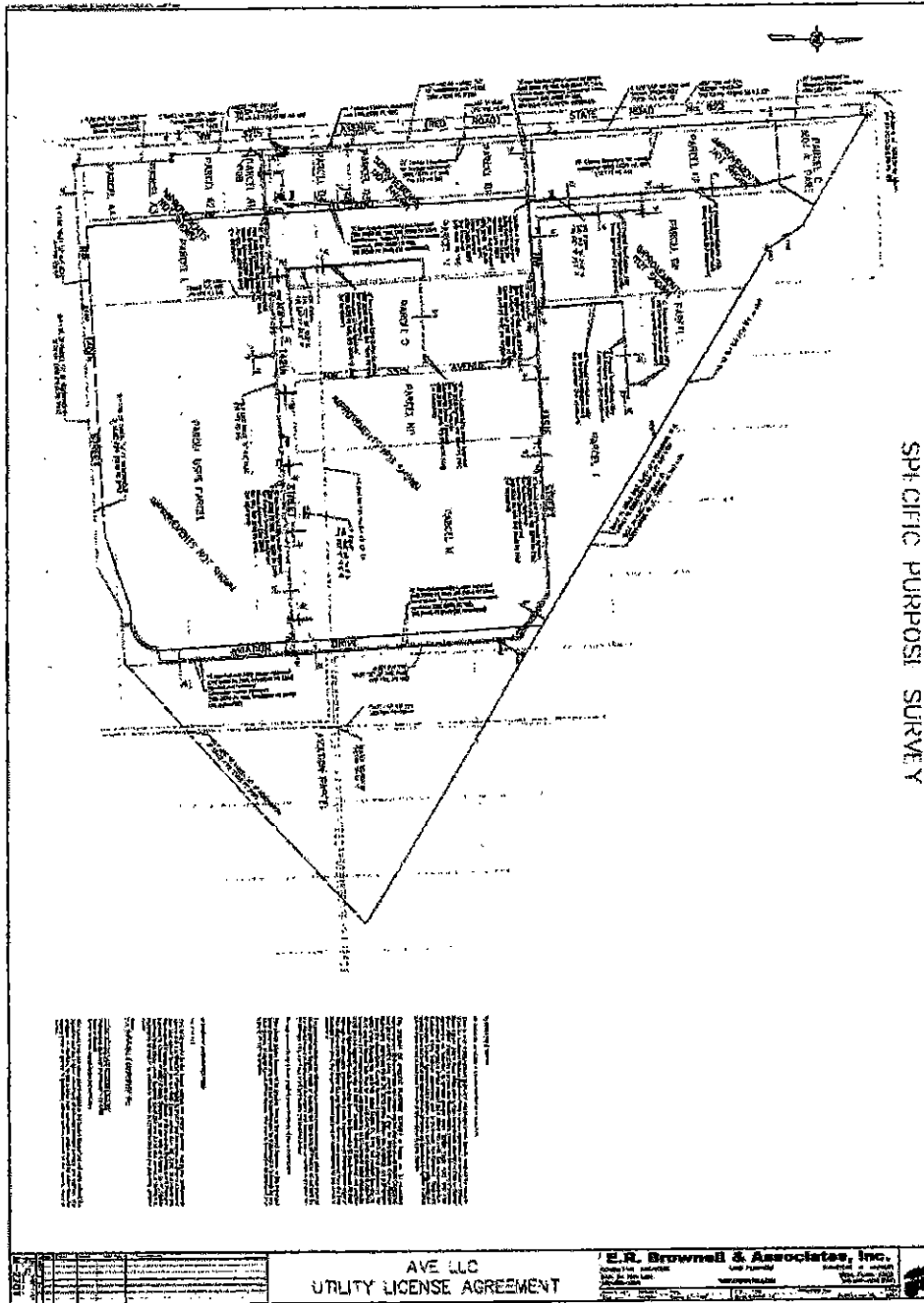


EXHIBIT I
 RECIPROCAL LICENSE AGREEMENT

EXHIBIT "C"

PRO RATA SHARE Schedule

AVE REA - Cost Sharing Formula

Category	Overall Allocation
Retail	15%
Airside	5%
Industrial	80%

Parcel	Area (SF)	Area (Acres)	Proportionate Share
A/A1/A2	220,331	5.06	5.65%
B1	85,840	1.97	2.20%
B3	138,339	3.18	3.55%
B4	79,596	1.83	2.04%
C	60,413	1.39	1.55%
Subtotal - Retail	594,519	13.42	15.00%
N	386,040	8.86	5.71%
O	473,850	10.88	7.01%
KP	488,063	11.20	7.23%
M	935,884	21.03	13.56%
EF	383,015	8.73	5.67%
GH	488,801	11.22	7.24%
I	169,921	3.90	2.52%
J	476,960	10.95	7.06%
L	312,037	7.16	4.62%
USPS	1,309,414	30.06	19.38%
Subtotal - Industrial	5,403,985	124.06	85.00%
Airside	1,238,536	28.46	5.00%
Total	7,228,038	165.93	100.00%

EXHIBIT "D"

(Master Plan)

AVE MASTER SITE PLAN

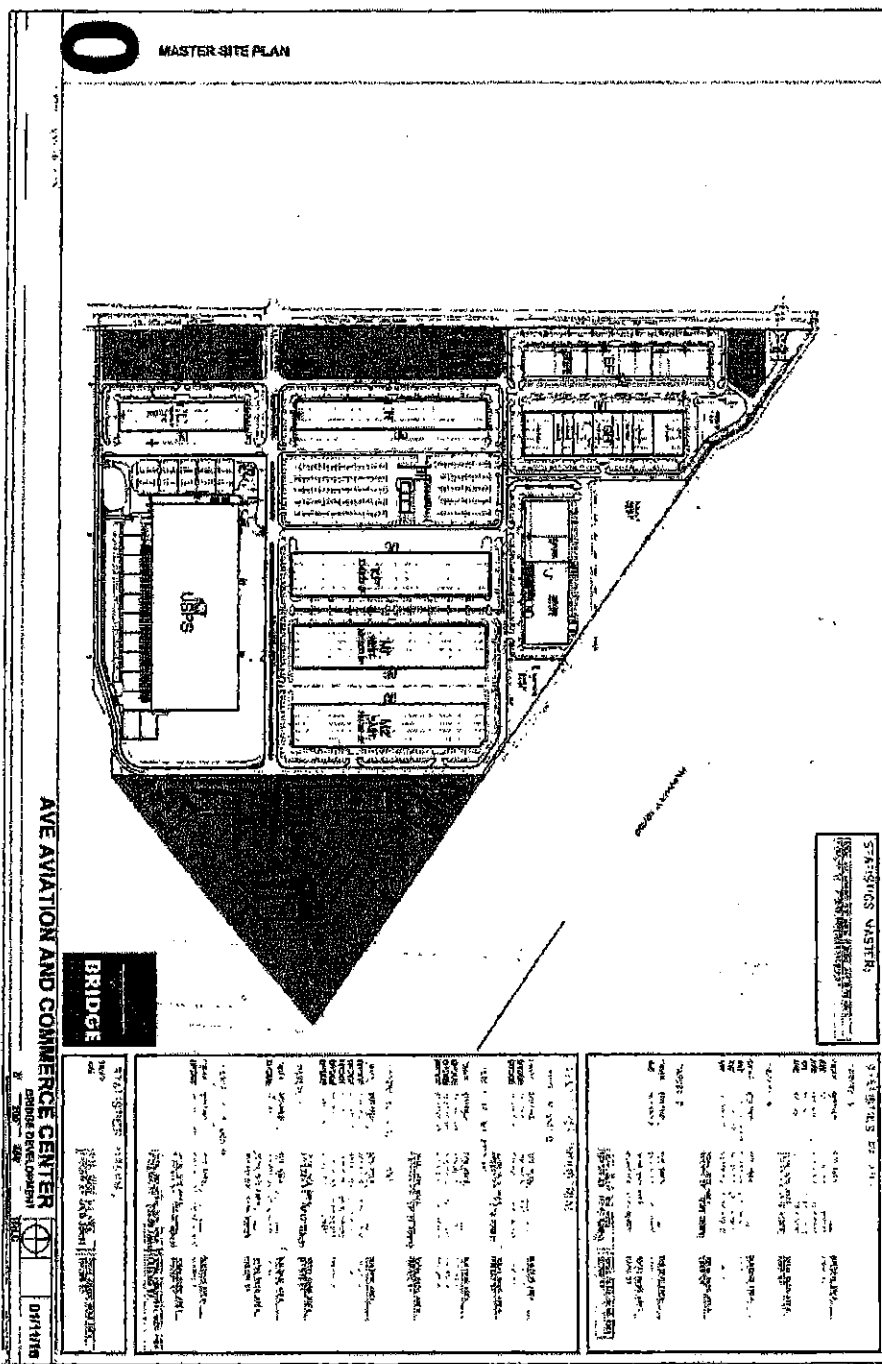


EXHIBIT J

BRIDGE/EGMR ASSIGNEES

Ave Building GH will assign its lease to Bridge Ave GH, LLC
Ave Building KP will assign its lease to Bridge Building KP
Ave Building L will assign its lease to Bridge Building L
Ave Building M will assign its lease to Bridge Building M
Ave Building USPS will assign its lease to EGMR Ave USPS LLC
Ave Building N will assign its lease to EGMR Ave N LLC
Ave Building O will assign its lease to EGMR Ave O LLC
Ave Building EF will assign its lease to EGMR Ave EF LLC
Ave Building J will assign its lease to EGMR Ave J LLC
Ave Building I will assign its lease to EGMR Ave I LLC



Economic Development Fund
Building Better Communities
General Obligation Bond Program

EDF General Project Overview

Opa-Locka Executive Airport
AVE Aviation & Commerce Center

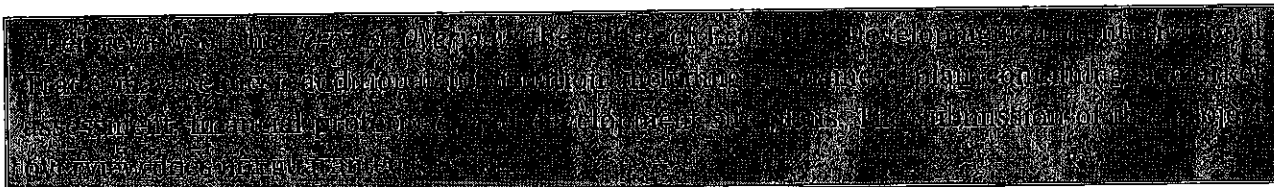
Project Title

AVE Airside, LLC

Name of Business

November 16, 2011

Date Submitted



J.A. Ojeda, Jr.,
Executive Director

Office of Economic Development & International Trade
STEPHEN P. CLARK CENTER, 111 N.W. 1st STREET, SUITE 2200
MIAMI, FLORIDA 33128

Telephone (305) 375-1254 Fax (305) 679-7895
www.miamidade.gov/oedit





ECONOMIC DEVELOPMENT, GENERAL PROJECT OVERVIEW



1. BUSINESS INFORMATION

A. Name of Business Unit: AVE Airside, LLC [Ave Airside, LLC, is the sublessee pursuant to that certain Sublease Agreement with its affiliate, AVE, LLC, as sublessor, dated as of March 1, 2010. AVE, LLC is the lessee, pursuant to that certain Amended and Restated Development Lease with Miami-Dade County, by and through the Miami-Dade County Aviation Department, as lessor, dated as of February 19, 2007.]

B. Mailing Address of Lessee: 14350 NW 56th Court, Suite 108
Miami Florida 33054
City State Zip Code

C. Primary Contact Person of Parent Company (if applicable): Ernesto Cambo

D. Title: Manager
Mailing Address: 14350 NW 56th Court, Suite 108
Miami Florida 33054
City State Zip Code

Telephone: 305-460-6262 Fax: 305-460-6263
Email: ecambo@cpfinv.com Website: www.avemiami.com

E. Federal Employer Identification Number: 20-4428193
F. Unemployment Compensation Number: N/A
G. Florida Sales Tax Registration Number: Not yet available /required
H. What is the business's tax year? (ex: Jan 1 to Dec 31): January 1 to December 31
I. Is this business an active and duly registered for-profit Florida corporation?
Yes [X] No [] If no, please explain: N/A

Indicate ownership status: (Note: Responding to this question is voluntary and not required. The County does not use this information as a factor in determining the award of County funds or contracts.) Check all that apply.
Minority Owned Business [X] Woman Owned Business [] Privately Owned Business [X]
Publicly Owned Business [] None []

Is this business an active and duly registered not-for-profit 501(C)(3) Florida corporation?
Yes [] No [X]

J. Will the business requesting grant funds own or lease the property where the project will be located?
Own [] Lease [X] (Note: Provide a copy of the deed showing ownership or a copy of the lease.) A copy of the Sublease and Lease described in Item 1.A. above are attached hereto as Exhibit A.

K. If the business will own the property, is or will the property be encumbered by any mortgage and if so provide the balance of the mortgage(s). In connection with the construction of the improvements (as more particularly described in the plans submitted with this Application as Exhibit C - note: copies of the full-size plans and copies on CD have been submitted to the Office of Economic Development & International Trade) to be located on the aviation airside parcel of the Ave Aviation and Commerce Center project, referred to in the Lease as Aviation Parcel I (a/k/a AVE Airside), AVE Airside, LLC will obtain financing from a third party lender in the amount of approximately \$27,500,000 (hereinafter referred to as the

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ECONOMIC DEVELOPMENT, GENERAL PROJECT OVERVIEW



"Construction Loan"). The \$10,000,000 grant being requested pursuant to this Application will be used for construction of infrastructure improvements (as more particularly described in the plans submitted with this Application on Exhibit C) and as a result, the Construction Loan reduced by \$10,000,000 of the grant amount. The Lender for the Construction Loan will require a leasehold mortgage on Aviation Parcel I as collateral for the Construction Loan.

2. PROJECT OVERVIEW

A. Which of the following best describes this business¹:

- Options for business description: New business unit, Existing business, or Developer building new construction for Banyan Air Services, Inc. (checked). Includes details about job creation: 150 jobs overall, 3,000 permanent jobs, and 500 construction jobs.

B. How many individuals are employed at all Florida locations? (FTE²) 250

C. Are any jobs being transferred from other Florida locations? Yes No If yes, how many jobs and from where? N/A

Why are these jobs being transferred? N/A

D. Project Location Information:

(i) What is the project's proposed location address:

14350 NW 56th Court - Aviation Parcel I
Street Address
Miami Florida 33054
City State Zip Code

(ii) What is the project's current location address (if different):

See Above
Street Address
See Above
City State Zip Code

(iii) Is the project location within a current or proposed Brownfield site / area?

Yes No If yes, attach a copy of the official document designating the Brownfield area.

(iv) Is the project location in an Enterprise Zone, Empowerment Zone or a Targeted Urban Area as defined in Section 30A-129(2) of the Miami-Dade County, FL Code of Ordinances?

Yes No If yes, which zone? Federal Empowerment Zone, State Enterprise Zone.

1 Must be a separate business unit or reporting unit of a business unit that is or will be registered with the State of Florida for unemployment compensation purposes.

2 An FTE or "full-time equivalent" job implies at least 35 hours of paid work per week per employment position.



E. Give a full description of this proposed project. (Not to exceed 500 words. Be specific.)
AVE, LLC leases 178 acres pursuant to an Amended and Restated Development Lease with Miami-Dade County, Florida, by and through the Miami Dade Aviation Department, dated as of February 19, 2007, to develop and operate the Ave Aviation & Commerce Center business park. AVE, LLC, subleases the Aviation Parcel I area of the project to AVE Airside, LLC pursuant to that certain Sublease dated March 10, 2010. The purpose of this grant is to construct the infrastructure that will allow the construction by AVE Airside, LLC of a 142,000 square foot terminal building and multiple executive airport hangars on the air-side parcel of the Ave Aviation & Commerce Center Project. See Project Overview attached as Exhibit B for additional details.

F. Explain how this proposed project will spur economic development, attract new businesses to Miami-Dade County and create jobs.

As part of the ongoing development of the Opa-Locka Executive Airport, the Ave Aviation & Commerce Center Project has already had a positive economic impact on the community and the County. Presently, this Project houses, the United States Postal Service's first class distribution facility (478,000 square feet) that has resulted in approximately 600 additional permanent jobs; a 151,000 square foot first class industrial-office building for approximately 13 small business units ranging from 6,000 to 30,000 square feet that is 100% leased and is home to approximately 100 employees. Additionally, AVE, LLC is in the process of commencing construction of the retail portion of the Project that will house many well-reputed retailers, including Racetrac and Subway. Additionally, the construction of the air-side improvements and the services provided by Banyan Air Services, Inc. at the Opa-Locka Executive Airport will be attractive to new and existing businesses.

G. Provide a complete project line item budget, including estimated cost, sources and uses of funds, a detailed description of project elements, and the portion of the project proposing to utilize Economic Development Fund grants. (EDF grants can only be used for public infrastructure.) See Project Overview attached as Exhibit B for details.

H. What proportion of gross operating revenues from this project are anticipated to represent sales to customers located outside of Miami-Dade County? (If sales are not a reasonable measure, use another basis for measure and provide explanation below.)

25-50 % Explain, if necessary: Banyan Air Services, Inc.'s customer base varies from customers that are located in Miami-Dade County and customers that are outside of Miami-Dade County. It is anticipated that this facility will attract new customers, provide additional resources to existing customers and be utilized by customers in and outside of Miami-Dade County, thereby and that gross revenues received by Banyan Air Services, Inc. will result from services to both those in and out of Miami-Dade County, Florida.



3. JOB AND WAGE OVERVIEW

A. How many new FTE jobs are to be created as part of this project? What are the initial average wage and benefits?

Occupation	Avg. Wage	Avg. Benefits	2010	2011	2012	2013	2014	2015	2016
Prof., Scientist	\$	\$	N/A						
Research Tech.			N/A						
Senior Mgmt	\$80,000	\$20,000	N/A	1					
Admin. Support	\$40,000	\$10,000	N/A	7	3				
Production Wrkrs	\$37,500	\$9,400	N/A	15	5				
Other*	\$60,000	\$15,000	N/A	60	60				

*Other includes operators of various business in hangars, including charter operators with positions including pilots, dispatch, administration, sales, technicians, executive.

Jobs created, continued

Occupation	2010	2011	2012	2013	2014	2015	2016	2017	2018
Prof., Scientist									
Research Tech.									
Senior Mgmt									
Admin. Support									
Production Wrkrs									
Other									

B. What employee benefits are included above? (e.g. health insurance, 401(k) contributions, vacation and sick leave, etc.) Health insurance, 401(k) contributions, vacation, sick leave, workers' compensation, holiday leave, disability compensation, payroll taxes.

C. If this is an existing business located in Miami-Dade, then how many jobs are expected to be retained as part of this project? (Jobs in jeopardy of leaving Miami-Dade should only be included here.) N/A (Note: EDF grants cannot be used solely for the purpose of retaining existing jobs.)

D. What is the business' principal industry classification code? (Use North American Industry Classification System - NAICS.):

i. Primary NAICS: Other Airport Operations

ii. Primary SIC: Airports Fields & Terminal Services

iii. Description: Transportation; Aircraft fueling and maintenance service.

If more than one NAICS code applies, then provide a breakdown of the project's primary business activities:

NAICS Code	Percentage	Wage
	%	\$
	%	\$
	%	\$



4. CAPITAL INVESTMENT OVERVIEW

- A. Describe the capital investment in real and personal property** (Examples: construction of new facility; remodeling of facility; upgrading, replacing, or buying new equipment. Do not include the value of land purchased for construction of a new building but include architect, engineering and design costs): The Banyan Aviation Facility will involve construction of approximately 142,000 square feet of aviation hangars, including a 17,5000 square foot terminal building. It is expected to generate 500 construction jobs and 150 full time aviation jobs with an anticipated direct economic impact of \$60 Million over the next decade. Additionally, the Banyan Aviation Facility FBO is anticipated to generate an estimated \$1.75 Million in gas/fuel fees and surcharges to Miami-Dade County over the next ten years, plus an estimated \$2.37 Million in ground rent due over the next ten years to Miami-Dade County. In addition, the non-airside infrastructure improvements, including the extension of NW 145th Street is expected to activate construction, leasing and operations of an additional 28 acres of land at the Ave Aviation & Commerce Center Project, which will result in the construction of an additional 560,000 square feet of aviation-related improvements that will house approximately 500 employees from area companies, with a direct economic impact of approximately \$200 Million over the next decade. In addition, the infrastructure will activate three construction cycles which will generate an additional 400-500 construction jobs each, totaling an estimated 1,200-1,500 temporary construction jobs over the next 48 months, which is expected to lead to an additional amount of approximately \$4.75 Million in ground rent to Miami-Dade County over the next ten years.
- B. List the anticipated amount (thousands of dollars) and type of major capital investment to be made by/has already been made/or originated by the applicant in connection with this project:** (Attach separate schedule if investment will be made over more than five years)

Banyan Aviation Project	Year 2007	Year 2011-12
Land	\$2,700,000	
New Construction (excl. public infrastructure)	N/A	\$17,800,000
Building Renovations	N/A	N/A
Manufacturing Equipment	N/A	N/A
R & D Equipment	N/A	N/A
Other Equipment (computer equipment, office furniture, etc)	N/A	\$50,000
Total Capital Investment	\$2,700,000	\$17,850,000

(Continued on Next Page)



ECONOMIC DEVELOPMENT, GENERAL PROJECT OVERVIEW



AVE Aviation & Commerce Center Project (Excluding Banyan Aviation Project Above)	Year 2006	Year 2007-10	Year 2012
Land	\$15,100,000	N/A	N/A
New Construction (excl. public infrastructure)	N/A	\$71,400,000	\$2,000,000
Building Renovations	N/A	N/A	\$500,000
Manufacturing Equipment	N/A	N/A	N/A
R & D Equipment	N/A	N/A	N/A
Other Equipment (computer equipment, office furniture, etc)	N/A	\$125,000	N/A
Total Capital Investment	\$15,100,000*	\$71,525,000*	\$2,500,000

*Total Capital Investment made to date.

- C. What is the estimated square footage of the new or expanded facility? 142,000 square feet
- D. What is the deadline to make the location decision (date)? Lease Agreement with Banyan Air Services, Inc. is subject to approval of this grant. Accordingly, an expedited response is requested.
- E. What is the anticipated date that construction will begin? Within 15 days after approval of grant and Construction Loan.
- F. What is the anticipated construction completion date? December 1, 2012
(If this project is being built in phases, then provide a commencement and completion date for each phase.)
- G. What is the anticipated date that operations will commence? December 1, 2012
- H. Submit documentation demonstrating financial capacity and financial commitments using other non-County sources to complete the project. Project will be funded by equity contribution from AVE, LLC. Contact Jamie A. Boet, Vice President, J.P. Morgan, 270 Park Avenue, New York New York 10017; 212-464-1775; jaimeaboet@jpmorgan.com for reference.

5. PUBLIC INFRASTRUCTURE NEEDS

- A. Describe the type of public infrastructure investment needed. Water, sewer, roadways, light poles, taxiways, aprons, electricity, drainage, all as contemplated under the Amended and Restated Development Lease.
- B. What is the total anticipated cost of public infrastructure needed for this project? \$10,000,000
- C. EDF grants will be disbursed only after the public infrastructure investments are complete and negotiated performance benchmarks are met. Describe the business's capacity to finance the public infrastructure costs. Project will be funded by equity contribution from AVE, LLC. Contact Jamie A. Boet, Vice President, J.P. Morgan, 270 Park Avenue, New York New York 10017; 212-464-1775; jaimeaboet@jpmorgan.com for reference. Additionally, AVE, LLC has already invested approximately \$12,300,000 in infrastructure related improvements at the Ave Aviation & Commerce Center Project.

6. ECONOMIC IMPACT AND CORPORATE RESPONSIBILITY

- A. Provide a brief synopsis of any special economic impacts/benefits the project is expected to stimulate in the community, the County, and the rest of South Florida. Include the impacts on indicators such as unemployment rate, poverty rate, and per capita income, if these have been estimated. Banyan Air Services, Inc. intends to create approximately 150 jobs. Overall the Ave Aviation & Commerce Center Project is expected to attract approximately 3,000 permanent jobs



ECONOMIC DEVELOPMENT, GENERAL PROJECT OVERVIEW



and create 500 construction jobs during each construction cycle. It is anticipated that the services provided by Banyan Air Services, Inc. and its customer base will positively impact the profitability of the Opa-Locka Executive Airport and revenues to Miami-Dade County via fuel surcharges, airport fees and ground rent.

- B. Will business operations being supported with an Economic Development Fund grant establish a plan for maximizing the employment of persons with family incomes less than 80% of the County's median household income...
C. Will the business operations be conducted in LEED certified (or equivalent energy efficiency rating system) buildings?
D. List and explain any criminal or civil fines or penalties or ongoing investigations or debarments...
E. Is the company current with all its state, local and federal taxes?
F. Provide any additional information you wish considered as part of this review of your request for incentives or items that may provide supplementary background information on your project or company.

7. SIGNATURES

Application Completed By:

Signature

Ernesto Cambo

Name

Manager

Title

AVE Airside, LLC

Company

14350 NW 56th Ct, #108, Miami, FL 33054

Address

305-460-6261

Phone number

305-460-6263

Fax Number

ecambo@cpfinv.com

Email Address

November 15, 2011



ECONOMIC DEVELOPMENT, GENERAL PROJECT OVERVIEW



To the best of my knowledge, the information included in this application is accurate.

Signature (Authorized Company Officer)
REQUIRED

Ernesto Cambo
Name

Manager
Title

AVE Airside, LLC
Company

14350 NW 56th Ct. #108, Miami, FL 33054
Address

305-460-6261
Phone number

305-460-6263
Fax Number

ecambo@cpfinv.com
Email Address

November 15, 2011
Date