MEMORANDUM

ASC
Agenda Item No. 3(A)

TO:	Honorable Chairman Anthony Rodriguez and Members, Board of County Commissioners	**DATE:**	June 8, 2026
FROM:	Geri Bonzon-Keenan County Attorney	**SUBJECT:**	Resolution approving, pursuant to section 125.35(1)(b)(1), Florida Statutes, development lease agreement ("agreement") between the County, as landlord, and MQ TMB Holdings, LLC**.** ("MQ TMB") as tenant and developer, for a 310,026 square foot parcel of land at Miami Executive Airport ("TMB") for a term of 25 years with one five-year renewal option, for the development of aviation hangar facilities, taxi lane and ancillary infrastructure, with a minimum investment of $7,000,000.00 and an estimated $6,372,695.00 in projected revenue due to the County over the initial term subject to satisfaction of conditions precedent; directing the County Mayor to seek approval from the traffic and consulting engineers and from the Federal Aviation Administration of the agreement; authorizing the County Mayor to execute the Lease, to take all actions necessary to effectuate same, and to exercise all rights conferred therein, including the termination rights; and directing the County Mayor to provide an executed copy of the Lease to the Property Appraiser's Office within 30 days of lease execution

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

for
Geri Bonzon-Keenan
County Attorney

GBK/ks

Memorandum

Date: July 21, 2026

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

Subject: Resolution Approving a Development Lease Agreement with MQ TMB Holdings, LLC at Miami Executive Airport

Executive Summary

To further advance the planned upgrades across Miami International Airport (MIA) and the General Aviation Airports (GAA), Miami-Dade County (County) has expanded its Modernization in Action (M.I.A.) Program from $9 billion to $12 billion. This enhanced investment supports a broader scope of improvements including upgrades to terminals, concourses, airfield infrastructure, parking facilities, and passenger amenities. As part of this initiative, and in alignment with the goals of MIA's Forward Flight Team, the Miami-Dade Aviation Department (MDAD) is proactively negotiating development lease agreements to support the expansion of aviation services and amenities at MIA and the GAAs, ensuring enhanced passenger experiences and greater operational efficiency.

This item recommends that the County enter into a Development Lease Agreement (DLA) with MQ TMB Holdings, LLC (MQ TMB) for the design, construction, financing, and maintenance of a fixed-base operator (FBO) terminal and associated facilities at Miami Executive Airport (TMB). Under the proposed terms, MQ TMB would lease and develop 310,026 square feet (SF) of airport property for a 25-year initial term, with one optional five-year extension. The development site is located north of the entrance road at SW 128 Street and east of SW 138 Avenue.

As part of the DLA, MQ TMB (a first-time leaseholder at TMB) is required to invest a minimum of $7,000,000.00 to design and construct a two-phased development that will be used by MQ TMB for aeronautical purposes, including a full-service FBO terminal, three (3) aircraft hangars, fuel facilities, concession areas, parking and storage, maintenance and repair, office space, a flight training school and all associated pavement and infrastructure necessary for the operation of the leasehold. The County will have ownership of all improvements upon completion of the project. MDAD estimates the County will receive a minimum of $4,307,695.00 in land rent revenues over the initial 25-year lease term, in addition to $2,065,000.00 in improvement rent, for a total of $6,372,695.00. The proposed improvements will help meet the expanding demand for high-quality general aviation facilities at TMB and facilitate the airport's future growth.

In MQ TMB's estimation, this DLA benefits the County by creating over 60 temporary construction jobs and more than 30 permanent jobs upon full staffing, with salaries ranging from $20.00 to $60.00 per hour, averaging approximately $70,000.00 annually to manage and operate the FBO terminal, aircraft hangars, and related facilities.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached DLA entitled: "Development Lease Agreement Between Miami-Dade County, Florida, as Lessor, and MQ

TMB Holdings, LLC, as Lessee, at Miami Executive Airport" between MQ TMB and the County for a period of 25 years with a one (1) five-year renewal option.

Because this DLA involves the lease of County-owned land, compliance with Implementing Order No. 8-4 (I.O. 8-4), which governs the sale, lease, and conveyance of County-owned property, is required. As such, all required due diligence under I.O. 8-4 was completed by the Administration and documented by MDAD in 'Attachment A' as attached to this memorandum. As part of this due diligence process, the Administration has satisfied the following requirements:

- Pursuant to Resolution No. 380-17, written notification was provided to the district commissioner for the property.
- Compliance with Section 2-10.4.2 of the County Code, requiring the value of the land to be leased, was confirmed in accordance with the Board-approved annual adjustment of MDAD's Rates and Charges. The land was valued at $2,000,000.00.
- Required documentation has been submitted to the Office of the Commission Auditor to conduct its review of MQ TMB and the DLA.

Implementation of this DLA is contingent upon the occurrence of the following conditions: 1) MDAD's receipt of the 707 Certificates from both the Traffic Engineers and the Consulting Engineers, determining that the improvements to be constructed meet the requirements of the Trust Agreement, and the filing thereof with the Clerk of the Board, and 2) review and approval from the Federal Aviation Administration (FAA). In the event that the FAA were to determine that the provisions of this DLA are inconsistent with federal requirements, MDAD, at its sole discretion, can either declare the DLA null and void or adjust the terms of the lease to meet such requirements, where MQ TMB shall respond no later than sixty (60) days from the date changes are provided by MDAD. Failure to address FAA regulatory concerns could impact MDAD's ability to receive federal and state grant funding for airport projects.

The DLA's Development Phases and Milestones

The DLA contains a 180-day "Due Diligence Period" (DDP) that begins on the commencement date of the DLA. During this time, MQ TMB has the right to conduct surveys, environmental, drainage, and other analyses to determine the suitability of the proposed development site for its intended purpose. If MQ TMB determines that the site is not adequate, it may terminate this DLA by providing written notice to the County anytime during the DDP. Additionally, this time period may end prior to its set expiration date if MQ TMB determines that the conditions of the development site are satisfactory. MQ TMB will conduct its due diligence while using the existing premises and will pay full land rent during the DDP as detailed under the Fiscal Impact section of this memorandum.

The development site will be designed and constructed in two (2) separate phases with an investment amount of $3,500,000.00 for each phase. The development schedule for each phase is summarized below.

1. The First Phase – the scope of work includes but is not limited to one (1) 30,000 SF aircraft storage hangar and a 15,000 SF aircraft storage hangar with associated office space, ramp and vehicle parking for all customers and employees of the leasehold, any necessary surveys, airside development such as Airside Operations Area (AOA) perimeter fencing, lighting and burying electrical lines, tree relocation, and security measures, safety and navigation aids and signage, and infrastructure, utilities and roadway improvements. Development milestone for this phase include:

a. Submit 100 percent of the development plans and specifications to MDAD for review no later than 9 months from the execution date of the DLA.
b. Submit MDAD-approved development plans to other governmental agencies (FAA, Zoning, etc.) for approval no later than 12 months from the execution date of the DLA.
c. Submit final approved plans for Permitting no later than 18 months from the execution date of the DLA.
d. Complete construction/achieve "Beneficial Occupancy" of Phase 1 within 36 months of the execution date of the DLA.

2. The Second Phase - the scope of work includes, but is not limited to, the construction of one (1) 30,000 SF hangar/building for an aviation school, maintenance, and training purposes, as well as one (1) FBO terminal to service the aircraft hangars. This also encompasses associated aircraft and vehicle pavement and office facilities, any necessary surveys, infrastructure, roadways, utilities, perimeter fencing, security measures, safety, and navigational aids.
   a. Submit 100 percent of the development plans and specifications to MDAD for review and approval no later than 24 months from the execution date of the DLA.
   b. Submit MDAD-approved development plans to other governmental agencies (FAA, Zoning, etc.) for approval no later than 30 months from the execution date of the DLA.
   c. Submit final approved plans for permitting no later than 36 months from the execution date of the DLA.
   d. Complete construction/achieve beneficial occupancy within 60 months from the execution date of the DLA.

Beneficial Occupancy is defined as the earliest of (i) the date on which substantial completion of the work associated with any improvements constructed and a Certificate of Occupancy (CO) or a Temporary Certificate of Occupancy (TCO) has been issued, or (ii) the date on which MQ TMB commences the use of any improvement for its intended use (with or without a TCO or CO), or (iii) the date on which substantial completion of the improvement would have occurred and on which the appropriate code enforcement agency would have issued a CO or Temporary CO but for the occurrence of delays caused by MQ TMB, all as determined in the sole reasonable discretion of the County.

Scope
TMB is in District 11, which is represented by Commissioner Roberto J. Gonzalez; however, the impact of this DLA is countywide as TMB is a regional asset.

Delegation of Authority
The County Mayor or County Mayor's designee has the authority to execute the DLA and the authority to (i) terminate the DLA if MQ TMB breaches any of the terms, covenants, and conditions, (ii) approve any assignment or subletting of the premises, or (iii) reduce acreage or the leasehold term for MQ TMB's failure to timely or completely construct the required improvements.

Fiscal Impact/Funding Source
There is a positive fiscal impact to the County as MQ TMB will pay the County rent at the established Fiscal Year 2026 rental rates, subject to annual adjustments. The Aviation Department estimates the County will receive a minimum of $4,307,695.00 in land rent revenues, as detailed below, over the

initial 25-year term, plus an additional $2,065,000.00 in improvement rent, for a total projected revenue of $6,372,695.00.

A. Land Rent
MQ TMB will pay the County $0.37 per square foot for 310,026 SF of land, totaling $9,559.14 per month (**$**114,709.62 annually), The rental rates for land will be evaluated and, if appropriate, adjusted on an annual basis by an independent appraiser under contract with MDAD and as approved by the Board as part of MDAD's Annual Rates and Charges as published. Rental rates are established by the Board as a part of the annual budget process and are subject to change each year following appraisals by the County's appraiser.

B. Amortization of Investment
For MQ TMB to amortize its investment, MQ TMB will not pay building or pavement rent on any improvements constructed during the initial 25-year term. After the end of the initial term, MQ TMB will proceed to pay the County building and pavement rent at rental rates then in effect as established by the Board.

C. Improvement Rent
In addition to the monthly rent payments, MQ TMB shall pay an Improvement Rent on an increasing scale. Beginning with the start of the 6th year of the DLA and extending to the end of the 11th year, MQ TMB shall pay (i) one percent (1%) of the value of the minimum development investment amount of $7,000,000.00 or $70,000.00 per year; (ii) beginning on the 12th year of the DLA and extending to the end of the 20th year, MQ TMB shall pay one point five percent (1.5%) of the value of the minimum development investment amount of $7,000,000.00 or $105,000.00 per year, (iii) beginning on the 21th year of the DLA and extending to the end of the 25th year, MQ TMB shall pay two percent (2%) of the value of the minimum development investment amount of $7,000,000.00, or $140,000.00 per year. It is estimated that the County will receive $2,065,000.00 in improvement rent over the 25-year initial term.

Track Record/Monitor
MDAD's Division Director for Real Estate Management, Michèle Raymond, will monitor the implementation of this DLA.

Background
MQ TMB is seeking Board approval of the attached 25-year DLA with one five-year renewal option to construct aviation-use facilities on 310,026 SF of land at TMB. Although MQ TMB is a first-time leaseholder at TMB, MQ TMB's is managed by two experienced professionals with complementary expertise in aviation and real estate development, positioning the company to execute a significant project at TMB. Ronald B. Sammy, founder and president of Quality Corporate Aircraft Services, brings over 35 years of aviation maintenance and operational leadership, ensuring adherence to safety and service standards. Miguel Mouriz, Manager of MQ TMB Holdings, combines aviation operational experience as founder of a Part 135 charter operation with over 20 years of real estate development expertise. Their combined leadership provides both technical and strategic oversight to advance TMB's infrastructure, support its aviation community, and deliver sustainable value.

With a minimum investment of $7,000,000.00, MQ TMB will design and construct an FBO terminal, two (2) 30,000-square-foot aircraft hangars and one (1) 15,000-square-foot-aircraft hangar to support its FBO operations. The project will include aircraft and vehicle pavement, dedicated office space, and

all necessary supporting infrastructure. This expansion will significantly increase TMB's maintenance and repair capacity, providing a clear benefit to the County.

As part of this DLA, MQ TMB will provide a "Community Benefit" designated through private agreements between MQ TMB Holdings and the George T. Baker Aviation Technical College, excluding government contracts, throughout the DLA's term. Annually, MQ TMB will donate $0.01 per gallon of fuel sold for the first five (5) years of the DLA. At the beginning of Year six (6), the donation will increase to $0.015 per gallon of aviation fuel sold for five (5) years. Beginning in Year eleven (11), the donation will further increase to $0.02 per gallon of aviation fuel sold and will continue for the term of the DLA.

Because TMB is a noise-sensitive airport due to its location, MQ TMB agrees to work with the FAA, the County, and MDAD's Noise Abatement Advisory Board (NAAB) to minimize any potential adverse impacts to surrounding communities, including noise impacts and to address complaints raised by NAAB members or members of the surrounding communities.

The attached new DLA reflects the negotiated terms and conditions between MQ TMB and the County, and includes among other things, all small business enterprise provisions applicable to architects and engineers in Section 2-10.4.01 of the Code of Miami-Dade County (Code); small business enterprise provisions applicable to construction activities under Section 10-33.02 of the Code; Art in Public Places under Section 2-11.15 of the Code; the "Little Davis-Bacon Ordinance" under Section 2-11.16 of the Code, Responsible Wages Ordinance under Section 2-11.16 of the Code; Residents First Training and Employment Program under Section 2-11.7; Employ Miami-Dade under Administrative Order (AO) 3-6; Responsible Wages and Benefits for County Construction Contracts - Implementing Order No. 3-24; Guidelines and Procedures for the Sale, Lease, and Conveyance of County Real Property - Implementing Order 8-4, and any other program of the County applicable to MQ TMB's activities, including the Department's Tenant Airport Construction Program in effect, as such procedures, programs, ordinances, or code provisions may be amended from time to time.

Throughout the 25-year lease period, MQ TMB will pay the applicable fair market rental rates for land, as established by the Board, as well as improvement rent. The proposed scope of work will generate a minimum of $6,372,695.00 in revenue to the County; as such, it is in the County's best interest to proceed with the attached DLA, subject to final FAA approval.

Jimmy Morales
Chief Operating Officer

Attachment A

Additional Information pursuant to IO 8-4

Lessee of the Premises:

MQ TMB HOLDINGS, LLC
1200 NW 57 AVENUE
Miami, FL 33126

MQ TMB Holdings, LLC was registered on April 10, 2024. The company currently has zero (0) employees but anticipates creating approximately ninety (90) new jobs. Of these positions, about sixty (60) will be construction-related roles at typical industry wage levels, while thirty (30) will be permanent full-time and part-time positions, with compensation ranging from $20 per hour to $60 per hour and averaging approximately $70,000 annually.

Premises (Description):

The Premises leased herein consist of the Land identified in the Survey attached hereto as Exhibit "A" +/-7.1 acres.

Use of Premises (Description):

The Lessee shall use the Premises leased only for the purposes specifically authorized below, in accordance with the designed and developed buildings and the uses set forth by the CO issued for each improvement, MDAD's Minimum Standards (Operational Directive No. OD 09-01) and Chapter 25 as may be established and amended from time to time.

Such services and uses may only be provided on the premises developed by the Lessee, provided that the services and uses are in compliance with Article 7 (Regulations, Licenses and Permits) of this agreement.

The Lessee shall use the premises for aeronautical purposes. Permitted uses are the following:

1. Full service Fixed Base Operations (FBO) facilities and services including hospitality areas (including concessions, food and beverage, news and gifts, vending and in-terminal advertising and branding) for customers, passengers and crew;
2. Aircraft parking and storage, tie-down, and ground handling;
3. Aircraft maintenance and repair;
4. Aviation office use;
5. Certificate Part 135, and Certificate Part 145 as well as uses incidental thereto, and otherwise permitted under applicable laws.
6. Operation of a flight and ground training school
7. Electrical Vehicle (EV) charging in the Parking Lot.
8. Maintain and operate a licensed Fuel Farm; and

Attachment A

Additional Information pursuant to IO 8-4

9. Maintenance Hangar with office support and shop space.

The Lessee shall use all hangars, and shall require all tenants to use hangars, in compliance with the Lessor's requirements as to proper hangar use, as such requirements may be modified, altered, or added to by the Lessor from time to time.

Prohibited Uses, Products and Services.

The Lessee agrees that the Premises shall be utilized solely for the uses permitted herein and for no other purpose whatsoever. The Lessee shall not provide any products or services that are not specifically authorized by this Lease or by the County. The Lessee further agrees that its customers shall only be permitted to park vehicles on the Premises while utilizing Lessee's services or facilities or while providing operations on the Premises.

Past Experience of Requestor:

MQ TMB Holdings' respective members have significant past experience in aviation, operations, and development at TMB as well as other locations. MQ TMB Holdings is guided by two accomplished professionals with complementary expertise in aviation operations, aircraft maintenance, and real estate development, creating a leadership team uniquely suited to deliver a transformative project at Miami Executive (Tamiami) Airport (TMB).

Ronald B. Sammy brings over 35 years of aviation maintenance and operational leadership, with a substantial portion of his career centered at TMB. He is the Owner, President, and Director of Quality Control of Quality Corporate Aircraft Services, Inc., which he founded at TMB in 2005. Under his leadership, the company has become one of South Florida's most respected business aviation maintenance providers. Mr. Sammy has directed complex maintenance programs for a broad range of aircraft, including Gulfstream, Dassault Falcon, Bombardier, Embraer, Cessna Citation, and Hawker Beechcraft. His facility at TMB performs scheduled and unscheduled inspections, avionics upgrades and installations, engine and component servicing, and pre-purchase inspections with detailed logbook research. Beyond his base operations, he has managed Aircraft on Ground (AOG) emergency response missions throughout Florida, the Caribbean, Central and South America, deploying teams internationally to minimize downtime for corporate operators. Mr. Sammy's FAA Airframe and Powerplant license, multiple manufacturer authorizations, and decades of direct oversight experience give him unmatched technical credibility and a proven ability to maintain the highest standards of safety, compliance, and customer service.

Miguel Mouriz, the second member and Manager of MQ TMB Holdings, adds a powerful combination of aviation operations and real estate development experience. He is the founder and owner of Bimini Bay Air Leasing, LLC dba MIA Jets, a Part 135 charter operation that has actively flown out of TMB for over five years. In this role, he has overseen aircraft acquisitions, FAA regulatory compliance, charter management, and customer service, giving him a practical operator's perspective on the needs and challenges of airport-based aviation businesses. Just as importantly, Mr. Mouriz has over two decades of experience as a real estate developer, successfully delivering residential, commercial, and mixed-use projects across South Florida. His development record demonstrates both creativity and discipline, with projects consistently

completed on time and aligned with long-term community and economic value. His ability to integrate aviation operations knowledge with real estate development strategy gives MQ TMB Holdings a unique edge in thoughtfully planning and executing projects that serve both the airport and the surrounding community.

Together, Mr. Sammy's technical and maintenance expertise and Mr. Mouriz's operational and development background create a leadership team that balances precision with vision. Their combined experience at Miami Executive Airport—as maintenance leader, charter operator, and developer—ensures that MQ TMB Holdings is exceptionally well-positioned to deliver a project that will enhance TMB's infrastructure, support its aviation community, and provide sustainable value for years to come.

Project Benefits:

- MQ TMB Holdings will allocate $0.01 per gallon of aviation fuel sold for the Community Benefit, excluding government contracts, for the first five years of our Lease.
- At the beginning of year six, the allocation for the Community Benefit will increase to $0.015 per gallon of aviation fuel sold, excluding government contracts, for five years.
- Beginning in year eleven, the Community Benefit will increase to $0.02 per gallon of aviation fuel sold, excluding government contracts, and will continue for the term of our Lease.

Improvements to Premises:

As authorized pursuant to Chapter 125.012(24), Florida Statutes, subject to the provisions of this Article, the Lessee, for its convenience, shall, design, construct and pay for such improvements to the Premises as shall be approved by the Lessor (as hereinafter provided), as shall be necessary to make the Premises suitable for Lessee's use and occupancy for the purposes and uses described, in accordance with all applicable FAA and County requirements and all building, fire and environmental codes and the Americans with Disabilities Act.

Lessee's Investment.

The Lessee agrees to invest not less than seven million dollars, ($7,000,000.00) in accordance with this article to design and construct improvements and infrastructure during the Development Phase of the Premises including new, state of the art hangars and ramp at MQ TMB Holdings that will ultimately be owned by Miami-Dade.

The Development Phase is to be completed in two (2) phases. For purposes of this agreement, Lessee's Improvements on the Premises shall be collectively referred to as the "Improvements." Expenditures that satisfy such minimum investment requirement shall be limited to actual expenditures made by Lessee that relate directly to the design and construction of the Improvements and infrastructure as reasonably determined by the Lessor, but as further described in Article 4.11 (Final and Approved Improvement Costs) below, specifically excluding (i) costs associated with the design, purchase and installation of personal property, and (ii) accounting, permanent financing fees, and legal fees.

Attachment A

Additional Information pursuant to IO 8-4

Due diligence.

Lessee shall have one hundred and eighty (180) days from the execution date to conduct all its due diligence activities including but not limited to environmental, drainage and other analyses of the Premises. Any reports received by the Lessee shall be provided to the Lessor within 180 days of the execution of this agreement.

Development Milestones.

Phase I

(a) Submit 100% Phase I development plans (Plans) as further described in Article 4.04 to MDAD for review and approval, no later than 9 months from the Execution Date.

(b) Submit MDAD approved Phase I development plans to other governmental agencies (FAA, Zoning etc.) for approval, no later than 12 months from the Execution Date.

(c) Submit final approved Phase I plans for Permitting, no later than 18 months from the Execution Date.

(d) Complete construction of Phase I within 36 months from the Execution Date.

(e) Contract Document 180 days status reports for the construction of their Improvements.

(f) Other milestones as listed in this Article 4 (Development and Improvements to Premises).

Phase II

(a) Submit 100% Phase II development plans (Plans) as further described in Article 4.04 to MDAD for review and approval, no later than 24 months from the Execution Date.

(b) Submit MDAD approved Phase II development plans to other governmental agencies (FAA, Zoning etc.) for approval, no later than 30 months from the Execution Date.

(c) Submit final approved plans for Permitting, no later than 36 months from the Execution Date.

(d) Complete construction within 60 months from the Execution Date.

(e) Contract Document 180 days status reports for the construction of their Improvements.

(f) Other milestones as listed in this Article 4 (Development and Improvements to Premises).

Attachment A

Additional Information pursuant to IO 8-4

The Lessee shall provide quarterly notarized status reports to the Lessor, with a copy to the Commission District 11 office in which the property lies, regarding compliance with each milestone set forth in a-f above as provided for in Implementing Orders (IO) 8-4 as may be amended from time to time.

Description of Improvements

The Lessee agrees that it shall construct, at its sole cost and expense, the following Improvements as shown on the Lessee's site plan.

Phase I

1. One (1) new 30,000 sq. ft. aircraft storage hangar building with office space, and 28' height door opening.
2. One (1) new 15,000 sq. ft aircraft storage hangar building with office space, and 28' height door opening.
3. One (1) associated ramp and vehicle parking for all customers and employees will be on leasehold premises.
4. Survey of the premises including all buildings and Taxi Lane.
5. Associated pavement, associated vehicle parking space together with employee and customer parking, and all associated infrastructure and Improvements necessary for the development of the Premises.
6. All roadways, driveways, turn lanes, intersection Improvements, electric, water and sewer Improvements, cable, drainage, lighting, demolition, removal or relocation of potential obstacles to Lessee and such other utilities necessary for the operation of the Premises, as determined in connection with the reviews required under article 4.03 (Design of Improvements).
7. Airside development including Airside Operations Area (AOA) perimeter fencing, the relocation or addition of light poles, burying electric lines, trimming vegetation, relocating trees, and security measures as required by the Lessor and any Improvements requested by the FAA and FDOT to enable the safe operation to, on and from the Premises.
8. All safety and navigational aids, markings and signage.
9. Any other infrastructure or development needed to accomplish the objectives of this Agreement, including any alterations or additions required by any authority having jurisdiction, including but not limited to the FAA.

Phase II

1. One (1) 30,000 SF New Hangar/Building for aviation use school/maintenance/training with ancillary uses.
2. One (1) FBO Terminal to service the aircraft hangars.
3. Survey of the premises including all buildings and Taxi Lane.

4. Associated pavement, associated vehicle parking space together with employee and customer parking, and all associated infrastructure and Improvements necessary for the development of the Premises.
5. All roadways, driveways, turn lanes, intersection Improvements, electric, water and sewer Improvements, cable, drainage, lighting, demolition, removal or relocation of potential obstacles to Lessee and such other utilities necessary for the operation of the premises.
6. Air operations, including Airside Operations Area (AOA) perimeter fencing, the relocation or addition of light poles, burying electric lines, trimming vegetation, relocating trees, and security measures as required by the Lessor and any Improvements requested by the FAA and FDOT to enable the safe operation to, on and from the Premises.
7. All safety and navigational aids, markings and signage.
8. Any other infrastructure or development needed to accomplish the objectives of this Agreement, including any alterations or additions required by any authority having jurisdiction, including but not limited to the FAA.

The Lessees shall not make any alterations or modifications to existing facilities without the advance written approval of MDAD. Because the Premises lies within the Urban Development Boundary, Lessees shall connect to the sanitary sewer system within 90 days of the effective date of this Agreement if the property is not currently connected. Development shall not commence until such a connection occurs.

Industrial Waste Facilities:

The Lessees shall be fully responsible for all industrial wastes exiting the Premises and in response thereto shall provide, operate, and maintain adequate facilities on the Premises for separating, neutralizing, and treating industrial waste and foreign materials and the proper disposal thereof, in accordance with applicable laws, rules and regulations.

Inspections:

MDAD and/or its designated representatives shall have the right, upon not less than twenty-four (24) hours advanced written notice to Lessees (except in emergencies), during normal working hours, to inspect the Premises to identify those items of maintenance, repair, replacement, modification, and refurbishment required of the Lessees or the County to keep the Premises in good order and condition. The Lessees shall perform all corrective work required of it, identified in such inspection(s) within thirty (30) days of receipt of written notice from MDAD. Trash and debris problems shall be corrected within twenty-four (24) hours following receipt of either oral or written notice from MDAD.

Utilities:

Unless the Premises are separately metered and billed directly to the Lessees by the utility company or included in the rental rates and the Lessees hereby agree to pay monthly, upon billing by MDAD, for utilities consumption in the Premises. This monthly charge will be based on a survey conducted by or on behalf of MDAD of the consumption by the Lessees and current nondiscriminatory rates charged others at the Airport. This monthly charge may also be adjusted and billed retroactively, from time to time, based on changes in

consumption and rates. Lessees shall pay for all other utilities used by it. In the event the Premises are metered and billed to MDAD, the Lessees shall pay for utility consumption based on the metered charge. The County shall have no obligation to provide utilities to the Premises other than those existing as of the effective date of this Agreement; provided if any utility is cut off or discontinued due to the willful misconduct of the County or MDAD, and such act(s) prevents Lessees from being able to use any portion of the Premises for more than twenty-four (24) hours, then the Monthly Rent payable hereunder shall be abated based on the area of the Premises Lessees do not use for the operation of their business on account of such utility interruption, on a per diem basis, until Lessee are able to resume business operations or such utility interference stops, whichever is earlier.

Third Party Mortgages:

Third-party mortgages, if applicable, shall be subordinate to the interest of the County, and all proceeds received from such mortgage loan shall be reinvested into the Premises.

Failure to Maintain:

The Lessees shall, at their sole cost and expense, perform or cause to be performed, services which will, always, keep the Premises and the adjacent non-leased aircraft ramp clean, neat, orderly, sanitary and presentable.

If it is determined by the Lessor that the Lessee has failed to properly clean, remove trash and debris, maintain, repair, replace and refurbish the Premises as required by this Article 5 (Maintenance and Repairs by Lessee), the Lessor shall provide to the Lessee a list of deficiencies, reflecting the amount of time to be reasonably allowed for the Lessee to correct same. If the Lessee fails to correct such deficiencies within the time allowed, the Lessor, in addition to its right to terminate upon the giving of notice pursuant to section 13.03, shall provide notice of intent to perform repairs or cleanup and may enter upon the Premises and perform all work, which, in the judgment of the Lessor, may be necessary and the Lessor shall add the cost of such work, plus 25% for administrative costs, to the rent due hereunder on the first day of the month following the date of such work, and such cost shall be and constitute a part of the rent. After receipt of the further notice of intent to perform repairs or cleanup from the Lessor, the Lessee shall not undertake performance of such repairs or cleanup without specific prior written authorization from the Lessor.

Proposed Rental Rates:

Rental rates are established by the BCC and are subject to change each year following appraisals by the County's appraiser.

Rent:

Ground Rent for the Premises shall begin on the Execution Date. Ground Rent for the first year will be capped at $114,709.62 ($9,559.14 per month) after which applicable appraised value applies. Full appraised value rent will commence 12 months from the Lease Execution Date.

Attachment A

Additional Information pursuant to IO 8-4

Building Rent

FMV building rent for the buildings and pavement constructed by the Lessee shall start at the beginning of the twenty fifth (25th) year of the Lease from the Execution Date, at the then-current rates established by appraisal and approved by the BCC.

The County reserves the right to modify such rates throughout the term of this Agreement in accordance with its then-current rental rate adjustment policies, and Lessee shall pay the FMV rental rates as so adjusted.

Improvement Rent

In addition to the regular rent, Improvement rent is the additional rent to be paid by the Lessee based on the capital investment by the Lessee. Improvement rent is calculated as follows: (i) beginning on the 6th year of the Lease, and extending to the end of the 11th year of the Lease, Lessee shall pay one percent (1.0%) of the value of the minimum development investment amount of $7,000,000.00 per year, to Lessor; (ii) beginning on the 12th year of the Lease, and extending to the 20th year of the Lease, Lessee shall pay one point five percent (1.5%) of the value of the minimum development investment amount of $7,000,000.00 per year, to Lessor; and (iii) beginning on the 21th year of the Lease to the end of the 25th year of the Lease, Lessee shall pay two percent (2%) of the value of the minimum development investment amount of $7,000,000.00 per year to Lessor payable in twelve (12) equal monthly installments and terminates upon commencement of regular building rent.

Attachment A

Additional Information pursuant to IO 8-4

Affidavits

MIAMI-DADE COUNTY SINGLE EXECUTION AFFIDAVIT AND DECLARATION FORM

Rev. August, 2019

Miami-Dade County requires each party desiring to enter into a contract with the County to (1) sign an affidavit as to certain matters and (2) make a declaration as to certain other matters. This form contains both an Affidavit form for matters requiring the entity to sign under oath and a Declaration form for matters requiring only an affirmation or declaration for other matters.

The Affidavit form and the matters covered by the Affidavit are in the first portion of this document. The Declaration form and the matters covered by the Declaration are in the last portion of this document.

(A). THE FOLLOWING MATTERS REQUIRE THE ENTITY TO SIGN AN AFFIDAVIT UNDER OATH:

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

STATE OR PROVINCE FLORIDA

COUNTRY UNITED STATES OF AMERICA

Before me the undersigned authority appeared MIGUEL MOURIZ (Print Name),

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

Identification and who did swear to the following:

That he or she is the duly authorized representative of

MQ TMB HOLDINGS, LLC

(Name of Entity)

1200 NW 57 AVENUE, MIAMI, FL 33126

(Address of Entity)

Notary Public State of Florida
Mariah Pappalettera
My Commission
HH 255184
Exp. 4/19/2026

__9_/_9__-__3_/_9__/_2__/_5__/_0__/_8__/__5_/___/

Federal Employment Identification Number

(hereinafter referred to as the contracting "entity"), and that he or she is the entity's

MANAGER AND MEMBER

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

That he or she has full authority to make this affidavit, and that the information given herein and the documents attached hereto are true and correct; and

That he or she says as follows.

I. OWNERSHIP DISCLOSURE AFFIDAVIT

Section 2-8.1(d) of the Code of Miami-Dade County requires the contracting entity to disclose under oath the following information.

☐ Check this box if the entity is a publicly-traded corporation which makes the entity exempt from the requirement of disclosing information in questions 1-9.

☒ Check this box and answer the following questions if the entity is not a publicly-traded corporation:

1. The full legal name and business address• of the person or entity (Contractor) contracting or transacting business with Miami-Dade County is:
MQ TMB HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY

2. If the contract or business transaction is with a Corporation••, provide the full legal name and business address• and title for each officer.
MIGUEL MOURIZ, 1200 NW 57 AVENUE, MIAMI, FL 33126, MANAGER AND MEMBER
RONALD SAMMY, 14150 SW 129th St. Miami, FL 33186, MEMBER

3. If the contract or business transaction is with a Corporation••, provide the full legal name and business address• for each director.
MIGUEL MOURIZ, 1200 NW 57 AVENUE, MIAMI, FL 33126, MANAGER AND MEMBER
RONALD SAMMY, 14150 SW 129th St. Miami, FL 33186, MEMBER

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

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

6. If a Corporate Joint Venture, list the names and titles of the Officers of the Corporate Members of the Joint Venture: N/A

(a) President:		(b) President:	
Vice-President:		Vice-President:	
Secretary:		Secretary:	
Treasurer:		Treasurer:	

7. If a Non-Corporate Partnership or Joint Venture, list the names of the Principals of the Non-Corporate Partnership or Joint Venture: N/A

(c) _____ (d) _____
(Name) (Name)

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

8. If the contract or business transaction is with an LLC, please complete the LLC Affidavit form and proceed to the next question.

9. The full legal name and business addresses* of any other individuals (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with Miami-Dade County are:
MIGUEL MOURIZ, 1200 NW 57 AVENUE, MIAMI, FL 33126, MANAGER AND MEMBER 50%

RONALD SAMMY, 14150 SW 129th St. Miami, FL 33186, MEMBER 50%

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

11. State whether the person or entity (Contractor) contracting or transacting business with Miami-Dade County provides health care benefits to its employees performing work under this Contract. (Yes/No): YES WE WILL HAVE HEALTHCARE BENEFITS FOR EMPLOYEES

12. Attach a list reflecting the current breakdown of the Contractor's work force and ownership as to race, national origin, and gender. MIGUEL MOURIZ, WHITE, HISPANIC, MALE
RONALD SAMMY, WEST INDIAN
TRINIDAD AND TOBAGO, MALE

(ADD EXTRA SHEETS IF NEEDED)

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

II. **EMPLOYMENT DRUG-FREEWORKPLACE CERTIFICATION (Section 2-8.1.2 of the Miami-Dade County Code)**

All persons and entities that contract with Miami-Dade County are required to certify that they will maintain a drug-free workplace and such persons and entities are required to provide notice to employees and to impose sanctions for drug violations occurring in the workplace.

In compliance with Ordinance No. 92-15 of the Code of Miami-Dade County, the above named firm is providing a drug-free workplace. A written statement to each employee shall inform the employee about:

1. Danger of drug abuse in the workplace.

2. The firms' policy of maintaining a drug-free environment at all workplaces.

3. Availability of drug counseling, rehabilitation and employee assistance programs.

4. Penalties that may be imposed upon employees for drug abuse violations.

The firm shall also require an employee to sign a statement, as a condition of employment that the employee will abide by the terms of the drug-free workplace policy and notify to employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such

conviction and impose appropriate personnel action against the employee up to and including termination. Firms may also comply with the County's Drug Free Workplace Certification where a person or entity is required to have a drug-free workplace policy by another local, state or federal agency, or maintains such of its own accord and such policy meets the intent of this ordinance.

☒ **Check this box if, pursuant to Section 2-8.1.2(e) of the Code of Miami-Dade County, the entity has read the aforementioned requirements and the entity is in compliance.**

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

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

IV. CODE OF BUSINESS ETHICS AFFIDAVIT

The contracting entity has adopted a Business Code of Ethics that complies with the requirements of Section 1 of Ordinance No. 01-96, codified as Section 2-8.1(i) of the Code of Miami-Dade County.

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

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

MQ TMB HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY
Full name of entity

By: _____ MANAGER 12/10/2024
Signature of Representative — Title — Date

MIGUEL MOURIZ
Print Name of Representative

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

STATE OR PROVINCE FLOIRIDA

COUNTRY UNITED STATES OF AMERICA

SUBSCRIBED AND SWORN TO (or affirmed) before me 10 day of DECEMBER, 20 24

by MIGUEL MOURIZ, of MQ TMB HOLDINGS LLC, who is personally
(Authorized Representative)

known to me or who has produced _____ as
(Type of Identification)

And who has taken an oath.

_____ HH255484
(Signature of Notary) (Notary Commission Number)

Notary Public – State or Country of MIAMI-DADE
(State/Country)

Notary Stamp or Seal:

Notary Public State of Florida
Mariah Pappalettera
My Commission
HH 255184
Exp. 4/19/2026

(B). **THE FOLLOWING MATTERS REQUIRE THE ENTITY TO MAKE A DECLARATION OR STATEMENT AS TO THE MATTER COVERED BY THIS DECLARATION FORM:**

1. FAMILY LEAVE PLAN DECLARATION (County Code Chap. 11A, Art V)

The entity hereby acknowledges the provisions of Section 11A-29 of the Miami-Dade County Code that requires each entity having more than fifty (50) employees working in Miami-Dade County to comply with the Family Leave ordinance set forth in Section 11A-29, and that Section 11A-29 provides that an employee who has worked for the above firm at least one year shall be entitled to 90 days family leave during any 24 month period for medical reasons, for the birth or adoption of a child, or for the care of a child, spouse or other close relative who has a serious health condition without risk of termination of employment or employer retaliation, among other things provided in such section. In addition, the entity declares that, if less than 50 are employed in Miami-Dade County by the entity at the time of execution of this Declaration, the entity will comply with the provisions of Section 11A-29 when it employs 50 or more employees in Miami-Dade County.

2. DISABILITY AND NONDISCRIMINATION DECLARATION

The entity is in compliance with, and agrees to continue to comply with, and assures that any subcontractor, or third party contractor under an agreement to which this Declaration applies, complies with, all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, providing programs and services, transportation, communications, access to facilities, renovations, and new construction:

The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions. The Rehabilitation Act of 1973, 29 U.S.C. Section 794; The Federal Transit Act, as amended, 42 U.S.C. Section 1612; The Fair Housing Act, as amended, 42 U.S.C. Section 3601-3631

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

The entity affirms its awareness of Section 2-8.6 of the Code of Miami-Dade County that requires the entity to disclose whether, during the past ten years, the entity or any officer, director or executive thereof has been convicted of a felony, and that such disclosure must be made at the time of bid or proposal submission, Any such applicable disclosure is attached to this Affidavit and Declaration form.

4. DECLARATION AS TO PUBLIC ENTITY CRIMES (Florida Statutes, § 287.133(3)(a)

The entity is aware of the provisions of Section 287.133 of the Florida Statutes that prohibits the entity from transacting business with the County if the entity or any affiliate, as defined in the statute, has been placed on the convicted vendor list following a conviction for a public entity crime.

As to Section 287.133, the entity understands that:

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

B. "Convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication

of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contender;

C. An "affiliate" as defined in Paragraph 287.133(1) (a), **Florida Statutes**, means:

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

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

5. **DECLARATION OF OWNERSHIP INTEREST IN PROPERTY TO BE LEASED.**

If this Affidavit and Declaration Form applies to property owned by the County to be leased to the entity, the entity declares its awareness of the obligation to identify the extent of the entity's ownership interest—if any—in the property to be leased to the entity. Any such ownership interest is reflected in a document attached to this Affidavit and Declaration Form.

6. **AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY**

☐ The entity has a current Affirmative Action Plan and/or Procurement Policy as required by Section 2- 8.1.5 of the Code; or

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

☒ The requirements of Section 2-8.1.5 are not applicable to the entity because the entity has annual gross revenues less than or equal to $5 million; or

☐ The contracting entity is a foreign air carrier as defined under federal law and has been granted an exemption under U.S. Department of Transportation Docket No. _____ to engage in air carrier service within the United States.

M & TMB HOLDINGS, LLC
Full name of Entity

Signature of Entity Representative

MIGUEL MAURIZ
Print Name of Entity Representative

AFFIRMATION

My name is MIGUEL MOURIZ and I acknowledge that I have been duly sworn to make this affirmation:

I hereby affirm that I am the President/Principal of MANAGER MQ TMB HOLDINGS LLC, and that I have full corporate authority to enter into and execute Lease Agreement No. _____ with Miami-Dade Aviation Department on behalf of _____.

MQ TMB HOLDINGS LLC

(Entity Name)

By: _____ Date: 12/10/2024

President /MANAGER

MIGUEL MOURIZ

Print Name

STATE OF: **Florida**

COUNTY OF: **Dade**

SUBSCRIBED AND SWORN TO (or affirmed) before me this 10 day of DECEMBER, 2024 by MIGUEL MOURIZ,

(Authorized Representative)

of MQ TMB HOLDINGS LLC, who is personally known to me or has produced _____ as

(Type of Identification)

and who did / did not take an oath.

_____ HH255184

(Signature of Notary) (Notary Commission Number)

Notary Public – State of FLORIDA Notary Stamp or Seal:

(State)

Notary Public State of Florida
Mariah Pappalettera
My Commission
HH 255184
Exp. 4/19/2026

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

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

Full name	Title(s)
MIGUEL MOURIZ	MANAGER AND MEMBER
RONALD SAMMY	MEMBER

hereby swear or affirm that :

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

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

Signature MIGUEL MOURIZ	MANAGER AND MEMBER **Title(s)**
Signature RONALD SAMMY	MEMBER **Title(s)**
Signature	**Title(s)**
Signature	**Title(s)**

Sworn to and subscribed before me this 10 **day of** DECEMBER, 2024 **(year) by** MIGUEL MOURIZ **(print name legibly), who is personally known to me or who has produced** _____ **(type of identification).**

_____ **(Signature of Notary Public)**

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

Notary Public State of Florida
Mariah Pappalettera
My Commission
HH 255184
Exp. 4/19/2026

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

Sworn to and subscribed before me this 10 **day of** DECEMBER, 2024 **(year) by** RONALD SAMMY **(print name legibly), who is personally known to me or who has produced** _____ **(type of identification).**

_____ **(Signature of Notary Public)**

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

Notary Public State of Florida
Mariah Pappalettera
My Commission
HH 255184
Exp. 4/19/2026

Attachment B

Community Benefit

Lessee:

MQ TMB HOLDINGS, LLC
1200 NW 57 AVENUE
Miami, FL 33126

Premises (Description):

The Premises leased herein consist of the Land identified in the Survey attached hereto as Exhibit "A" +/-7.1 acres.

Community Benefit (Description):

MQ TMB Holdings commitment to provide a "Community Benefit" as part of the new Lease. MQ TMB will donate $0.01 of every gallon of fuel sold (excluding government contracts) through private agreements between MQ TMB and George T. Baker Aviation Technical College, for the first five (5) years of our Lease. At the beginning of Year six (6), the donation will increase to $0.015 per gallon of aviation fuel sold (excluding government contracts) for five (5) years. Beginning in Year eleven (11), the donation will further increase to $0.02 per gallon of aviation fuel sold (excluding government contracts) and will continue for the term of the new Lease.

APPLICATION & QUESTIONNAIRE

1. Name of Applicant: MQ TMB HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY

2. Principal Office Address: 1200 NW 57 AVENUE, MIAMI, FL 33126

   Phone: (305) 213-2382 Fax: _____

3. Official Representative: NICHOLAS A MOURIZ

   Title: IN-HOUSE COUNSEL

   Address: 1200 NW 57 AVENUE, MIAMI, FL 33126

   Billing Address: 1200 NW 57 AVENUE, MIAMI, FL 33126

4. a. ☐ Individual ☐ Partnership ☒ LIMITED LIABILITY COMPANY Corporation

   If company is a corporation, is applicant a subsidiary? ☐ Yes ☒ No
   If yes, please provide name and address of Parent Corporation:
   N/A

   b. If applicant is a Corporation, complete the following:

   When Incorporated: 04/17/2024

   In what State: FLORIDA

   If not a Florida Corporation, date of registration with Florida Secretary of State along with name and address of Florida Registered Agent:
   N/A

   c. If Partnership, complete the following:

   Date or Organization: N/A

   General or Limited Partnership: N/A

Name and address of each Partner:

Name	General/Limited Partnership	Address
N/A		

(Attach a copy of: Partnership Agreement and if applicable, the certificate evidencing compliance with the Florida Fictitious Name Statute).

5. Bank References:

Bank	Address
INTERNATIONAL FINANCE BANK - ABEL IGLESIAS	777 SW 37th Ave, Miami, FL 33135
SEACOAST BANK - JAIME CASTANO	396 Alhambra Circle Ste 150, Coral Gables, FL 33134
FIRST BANK - ESTHER MARIA CREMADES	800 Waterford Way, Suite 800 Miami, Florida 33126
GROVE BANK AND TRUST - DAVID DIMURO	2701 South Bayshore Drive Miami, FL 33133

6. The Department reserves the right to request the financial statements of the corporation, partnership or individual making application for lease or contract. If the corporation or partnership is newly formed for the purpose of this lease or contract and not in business for a period of time greater than one year, the Department reserves the right to request the financial statements of stockholders of the corporation or the partners in a partnership of those holding more than 5% ownership interest in such partnership or corporation. In addition, the Department also reserves the right to review financial statements or any other material presented to a bonding company y for the purpose of obtaining a Performance Bond.

7. The Applicant(s) understands that the information contained in this Application and Questionnaire Form is to be relied upon by the County in its consideration for entering into lease or contract and such information is warranted by the Application(s) to be true. The undersigned agrees to furnish upon request any additional information as may be required by the County.

8. The Applicant(s) understands that the County has the right to verify the information submitted and to seek any additional information relating to the Applicant(s). The discovery of any misrepresentation, which, in the sole opinion of the County, materially affects the qualifications of the Applicant to perform under the lease or contract, without liability shall result in the County's withdrawal of its offer to enter into a lease or a contract.

9. The Applicant(s), if a corporation, must be authorized to do business in the State of Florida and must be incorporated under the laws of one of the States of the United States.

10. Please select the airport you are interest in:

☐	Miami International Airport	☐	Opa-locka Airport
☒	Kendall-Tamiami Airport	☐	Homestead Airport

11. Purpose of which applicant intends to use space:

FBO, FUEL FARM, MRO, HANGARS, TRAINING SCHOOL, OFFICES, AIRCRAFT MAINTENANCE AND REPAIR, FAR PART 135 OPERATIONS,

12. Type and amount of space needed (Offices, Warehouses, Ramps, Etc.)

SEVEN ACRE VACANT PROPERTY ON EAST SIDE OF KENDALL-TAMIAMI AIRPORT

13. Number of years of experience applicant has had in operation of similar business: SEE BELOW

14. Give the names, locations and dates operation of similar business conducted by applicant in the last 5-years. OTHER BUSINESSES CONDUCTED BY MEMBERS

Name of Company	Location	Type of Business	Date
QUALITY CORPORATE AIRCRAFT SERVICES, INC.	14150 SW 129th St. Miami, FL 33186	AIRPLANE MAINTENANCE/MECHANIC	19 YEARS
BIMINI BAY AIR LEASING, LLC	1200 NW 57 AVENUE, Miami, FL 33126	FAR 135 OPERATOR	6 YEARS
MIA JETS MANAGEMENT AND SALES, LLC	1200 NW 57 AVENUE, Miami, FL 33126	AIRCRAFT MANAGEMENT	2 YEARS
KEYSTONE HOLDINGS GROUP, LLC	1200 NW 57 AVENUE, Miami, FL 33126	REAL ESTATE DEVELOPER	20 YEARS

APPLICANT:

MQ TMB HOLDINGS, LLC

Name:

MIGUEL MOURIZ

Title: MANAGER

Signature:

NOTE: An Officer or Owner(s) must sign all questions or requests for information.

AFFIDAVIT OF MEMBERS, MANAGING MEMBERS, AND MANAGERS OF FLORIDA LIMITED LIABILITY COMPANY (LLC)

I MIGUEL MOURIZ, hereby swear or affirm that:

1. The following persons or entities constitute and are all of the Members, Managing Members, and Managers, of the Florida Limited Liability Company known as MQ TMB HOLDINGS, LLC
Address: 1200 NW 57 AVENUE,MIAMI, FL 33126
Federal Tax ID#: 99-3925085

Full Name (Including Middle)	Date of Birth	Address	Interest %
MIGUEL MOURIZ	09/03/1965	411 COSTANERA RD, CORAL GABLES, FL 33143	50%
RONALD BERNARD SAMMY	09/25/1960	15140 SW 164 TERRACE, MIAMI, FL 33187	50%

2. There are no Members, Managing Members or Managers of the aforesaid Florida Limited Liability Company other than the persons or entities set forth above.

3. There are no provisions in any Articles of Organization of the aforesaid Florida Limited Liability Company or in any operating agreement, written or oral, of the aforesaid Florida Limited Liability Company, which prohibit, restrict or limit in any way or in any manner the execution of a sublease agreement for the property located at Miami Executive Airport - KTBM, and to bind and obligate the aforesaid Florida Limited Liability Company as set forth in the foregoing instrument or document.

4. All of the provisions of this Affidavit shall be construed in accordance with the laws of the State of Florida.

Signed, sealed and delivered in the presence of:

Witness

Mariah Pappalettera
Print Name

Witness

MIGUEL MAURI
Print Name

Witness

Meenet Naos.
Print Name

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

I HEREBY CERTIFY, that on this 18 day of FEBRUARY, A.D. 2026 before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared _____, personally known to me, or proven by producing the following identification: _____ to be the Manager of MS FMB Holdings, LLC, a limited liability company existing under the laws of the State of Florida and in whose name the foregoing instrument is executed and that said officer severally acknowledged before me that she executed said instrument acting under the authority duly vested by said limited liability company freely and voluntary for the purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid, the day and year last aforesaid.

NOTARY SEAL/STAMP

Notary Public State of Florida
Mariah Pappalettera
My Commission
HH 255184
Exp. 4/19/2026

Notary Signature

Mariah Pappalettera
Printed Notary Name

Notary Public, State of FLORIDA

My commission expires: 04/19/2026

Commission/Serial No. HH 255184

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

MQ TMB HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . P

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

1200 NW 57 AVENUE

6 City, state, and ZIP code

MIAMI, FL 33126

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

9	9	–	3	9	2	5	0	8	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person [signature] Date 12/10/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Detail by Entity Name

Florida Limited Liability Company
MQ TMB HOLDINGS, LLC

Filing Information

Document Number	L24000181562
FEI/EIN Number	APPLIED FOR
Date Filed	04/17/2024
Effective Date	04/10/2024
State	FL
Status	ACTIVE

Principal Address

1200 NW 57TH AVENUE
MIAMI, FL 33126

Mailing Address

1200 NW 57TH AVENUE
MIAMI, FL 33126

Registered Agent Name & Address

MOURIZ, NICHOLAS A
1200 NW 57TH AVENUE
MIAMI, FL 33126

Authorized Person(s) Detail

Name & Address

Title MGR

MOURIZ, MIGUEL A
1200 NW 57TH AVENUE
MIAMI, FL 33126 UN

Annual Reports

Report Year	Filed Date
2025	04/22/2025

Document Images

04/22/2025 -- ANNUAL REPORT	View image in PDF format
04/17/2024 -- Florida Limited Liability	View image in PDF format

MEMORANDUM
(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: July 21, 2026

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No.

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**
_____	**Requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 votes (majority of membership) ____, CDMP 2/3 members present but not less than 7 votes (majority of membership) ____, CDMP 9 votes (2/3 membership) _____) to approve**
✓ _____	**Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor Agenda Item No.
Veto _____
Override _____

RESOLUTION NO. _____

RESOLUTION APPROVING, PURSUANT TO SECTION 125.35(1)(B)(1), FLORIDA STATUTES, DEVELOPMENT LEASE AGREEMENT ("AGREEMENT") BETWEEN THE COUNTY, AS LANDLORD, AND MQ TMB HOLDINGS, LLC. ("MQ TMB") AS TENANT AND DEVELOPER, FOR A 310,026 SQUARE FOOT PARCEL OF LAND AT MIAMI EXECUTIVE AIRPORT ("TMB") FOR A TERM OF 25 YEARS WITH ONE FIVE-YEAR RENEWAL OPTION, FOR THE DEVELOPMENT OF AVIATION HANGAR FACILITIES, TAXI LANE AND ANCILLARY INFRASTRUCTURE, WITH A MINIMUM INVESTMENT OF $7,000,000.00 AND AN ESTIMATED $6,372,695.00 IN PROJECTED REVENUE DUE TO THE COUNTY OVER THE INITIAL TERM SUBJECT TO SATISFACTION OF CONDITIONS PRECEDENT; DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO SEEK APPROVAL FROM THE TRAFFIC AND CONSULTING ENGINEERS AND FROM THE FEDERAL AVIATION ADMINISTRATION OF THE AGREEMENT; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE LEASE, TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME, AND TO EXERCISE ALL RIGHTS CONFERRED THEREIN, INCLUDING THE TERMINATION RIGHTS; AND DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO PROVIDE AN EXECUTED COPY OF THE LEASE TO THE PROPERTY APPRAISER'S OFFICE WITHIN 30 DAYS OF LEASE EXECUTION

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

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

Section 1. Subject to the satisfaction of the conditions precedent set forth in section 2 of this resolution, this Board approves the foregoing recital as if fully set forth herein and, pursuant

to section 125.35(1)(b)(1), Florida Statutes, a development lease agreement between the County, as landlord, and MQ TMB Holdings LLC. ("MQ TMB") as tenant and developer, for a 310,026 square foot parcel of land located at Miami Executive Airport ("TMB"), for a term of 25 years with one five-year renewal option, in substantially the form attached (the "Lease"), for the development of fixed-based operator (FBO) aviation hangar facility and ancillary infrastructure, with a minimum investment of $7,000,000.00 and an estimated $6,372,695.00 in rent and other revenue due to the County over the of the initial term of the Lease.

Section 2. This Board directs the County Mayor or County Mayor's designee to expeditiously seek the approval of: (a) the Miami-Dade Aviation Department's ("MDAD") traffic engineers and the consulting engineers for the improvements to be constructed by MQ TMB as required by section 707 of the Amended and Restated Trust Agreement for the Aviation Revenue Bonds; and (b) the Federal Aviation Administration, which approvals are referred to herein as the "conditions precedent." The satisfaction of the conditions precedent for subsection 2(a) shall be evidenced by a written certification from the MDAD's traffic engineers and consulting engineers. Subject to the satisfaction of the conditions precedent, this Board authorizes the County Mayor or County Mayor's Designee to execute the Lease for and on behalf of Miami-Dade County, to take all actions necessary to effectuate the Lease, and to exercise all rights conferred in the Lease, including the termination rights.

Section 3. This Board directs the County Mayor or County Mayor's Designee to provide an executed copy of the Lease to the Property Appraiser's Office in accordance with 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:

Anthony Rodriguez, Chairman
Kionne L. McGhee, Vice Chairman

Marleine Bastien	Juan Carlos Bermudez
Sen. René García	Oliver G. Gilbert, III
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Vicki L. Lopez
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 21st day of July, 2026. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. MRP

Monica Rizo Perez

Agreement No.
Customer No.

DEVELOPMENT SITE LEASE AGREEMENT
MIAMI-DADE COUNTY, FLORIDA
MIAMI EXECUTIVE AIRPORT

MIAMI-DADE COUNTY

and

MQ TMB HOLDINGS, LLC., OR MQ TMB

Agreement No.
Customer No.

Table of Contents

Article 1- Terms and Premises
Article 2- Use of Premises
Article 3- Rentals and Payments
Article 4- Development and Improvements to Premises
Article 5- Maintenance and Repairs by Lessee
Article 6- Maintenance by Lessor
Article 7- Regulations, Licenses and Permits
Article 8- Alteration of Premises and Erection of Signs
Article 9- Environmental Compliance
Article 10-Indemnification and Hold Harmless
Article 11-Assignment and Subletting and Conditions of Financing
Article 12-Insurance
Article 13-Termination
Article 14-Special Conditions
Article 15-Equal Employment Opportunity, Nondiscrimination and Affirmative Action
Article 16-Security and Special Provisions
Article 17-Employees
Article 18-Civil Actions
Article 19-Trust Agreement
Article 20-Other Provisions

Agreement No.
Customer No.

DEVELOPMENT LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY, FLORIDA, AS LESSOR, AND MQ TMB HOLDINGS, LLC, AS LESSEE, AT MIAMI EXECUTIVE AIRPORT

THIS DEVELOPMENT LEASE AGREEMENT ("Lease " or "Agreement") is made and entered into as of the _____ day of _____, 2026, (the "Execution Date"), by and between MIAMI-DADE COUNTY, through its Aviation Department ("MDAD", "Department", "Lessor" or "County"), and MQ TMB HOLDINGS, LLC, ("Lessee" or "MQ TMB") a Florida limited liability company authorized to do business in the State of Florida ("Lessee") MDAD and Lessee are jointly referred to as the "Parties."

W I T N E S S E T H

WHEREAS, the County is the owner of Miami Executive Airport (known as the "Airport" or "TMB") and operates it through MDAD), and

WHEREAS, Lessor and Lessee have agreed to enter into a new development lease agreement (DLA) at TMB, for Lessee's use of the Premises as shown on the attached Exhibit(s), and

WHEREAS, the Lessee acknowledges that all development activity must occur in strict compliance with requirements of the Federal Aviation Administration (FAA) and with all regulatory requirements of the State of Florida and the County, and that this Agreement is expressly subject to such regulatory reviews and acceptances in accordance with the provisions of this Agreement; and

NOW THEREFORE, for and in consideration of the foregoing premises, and of the mutual covenants and agreements contained herein, the Parties agree as follows:

ARTICLE 1
Term and Premises

1.01 Term:

(A) The Lessor hereby leases to the Lessee, and the Lessee leases from the Lessor, the premises as set forth in Article 1.02 ("Premises") for the purposes and uses set forth in Article 2 (Use of Premises) and Article 4 (Development and Improvements to Premises) for a lease Term of Twenty Five (25) years (the "Term"), subject to the conditions set forth below, beginning on the Execution Date. The Execution Date is ten (10) days after the date of the adoption of a resolution approving the Lease by the Miami-Dade County Board of County Commissioners (BCC) unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by BCC.

(B) The Lessee shall have the option to extend the Term by five (5) years by providing notice to MDAD in writing no later than 180 days prior to the expiration of the Term so long as all the following conditions are met:

i. Lessee has achieved the Date of Beneficial Occupancy for the Phase I Improvements as defined below within three (3) years of the Execution Date

ii. Lessee has achieved the Date of Beneficial Occupancy for the Phase II Improvements as defined below within five (5) years of the Execution Date; and

iii. all developments have been completed within five (5) years of the Execution Date;
iv. Lessee has invested at least seven million dollars ($7,000,000.00) in Improvements; and
v. Lessee is not in default at the time it seeks to exercise this Option and at the time that the additional five-year extension period is set to begin.

(C) Date of Beneficial Occupancy: The Date of Beneficial Occupancy (DBO) for the Improvements is defined to be the earliest of (i) the date on which substantial completion of the Improvement associated with any new Improvement on the Premises has occurred and the appropriate code enforcement agency has issued a Certificate of Occupancy (CO) or a Temporary Certificate of Occupancy (TCO) that enables the Lessee to occupy or utilize the Improvement in any manner for its intended use, (ii) the date on which the Lessee commences the use of any Improvement for its intended use (with or without a TCO or CO), or (iii) the date on which substantial completion of the Improvement would have occurred and on which the appropriate code enforcement agency would have issued a CO or TCO but for the occurrence of Lessee's delays, all as determined in the sole reasonable discretion of the County.

1.02 Premises:

The Premises leased herein consist of the Land identified in the attached Exhibit P and generally described in the following table:

Premises:

Exhibit	Description	Area (SF)
P	Raw land NE corner Aeronautical	310,026

The approximate boundaries and location of the Premises are outlined on the sketch attached as Exhibit P and incorporated herein by reference. The "Legal Description of the Property" as well as the precise number of square feet shall be determined by a survey prepared by the Lessee using a surveyor licensed in the State of Florida (the "Survey") within ninety (90) days of the Execution Date and shall thereafter be attached to this Lease as the updated and final Exhibit P.

1.03 Relocation and Modification of Premises:

The Premises are subject to relocation or modification on Airport property at the sole discretion of the Lessor and this Agreement may be administratively revised to reflect such relocation or modification upon at least 180 days advance written notice to the Lessee by the Lessor. Relocated space may not be similar in size, configuration, or location on the Airport to the Premises and may be subject to different rentals. The Lessee may accept the relocated or modified premises or may vacate the Premises within the notice period.

1.04 Suitability of Premises:

The Lessee acknowledges that (a) the Lessor has made no representations as to the Premises or the suitability of the Premises for the purposes of the Lessee, (b) the Lessor has no obligation to perform or cause to be performed any maintenance, repairs, renovations, cleanups, painting, or the like of the existing facilities on the leased Premises which are leased in an "as is" condition, (c) Lessee has made whatever site inspections it deems necessary so as to

be apprised of the conditions of the Premises, both above ground and below ground, and has made its own determination that the Premises are suitable for its intended use, and (d) Lessee has otherwise satisfied itself that the conditions of the Premises, and utilities in their current state, are satisfactory to the Lessee. The Lessee's obligation under this Agreement, such as in Article 7.03 (Permits & Licenses), to obtain all land use, construction, and operating permits and approvals required of the Lessee at the Lessee's sole cost and expense, shall not require the Lessor to take any action or perform any tasks within the Premises to enable the Lessee to obtain such permits and approvals, including, but not limited to, certificates of occupancy, which shall remain the Lessee's exclusive obligation to take or perform in order to obtain such permits and approvals. The Lessee further acknowledges that, by executing this Lease, the Lessee at its own cost, risk, and expense must make the necessary investments and all Improvements to the Premises, including all infrastructure Improvements and utilities services necessary for Lessee's construction and use of the Premises, to make the Premises suitable for the Lessee's use and to satisfy the County's building, life, safety, fire and occupancy requirements, and that the Lessor shall have no obligation to the Lessee to compensate or reimburse the Lessee for such cost, risk, expense, investment, and Improvements.

1.05 Title to Improvements; Standards of Construction; Demolition of Improvements at Termination:

Unless the Lessee's financing documents require otherwise (with the exception for the common use taxilane – see below), the Lessee shall have the option, to be exercised not later than sixty (60) days from the DBO, of (i) placing in the name of the Lessor its Improvements installed or constructed by the Lessee upon the Premises, free and clear of all liens and encumbrances, except for any financial interests or liens specifically approved by the Lessor under the loan documents as provided under Article 11.04(B) (Lessor Approval of Financing Documents), or (ii) retaining title to such Improvements in Lessee's name for the duration of the term of this Lease. For the Improvements, the Lessee shall use standards for its design and construction in accordance with this Agreement and, as approved by the Lessor, and must comply with all applicable building, fire, and life/safety codes, comply with the Lessor's requirements under Article 4 (Development and Improvements to the Premises) as to the useful life of the Improvement, and must remove any such Improvement upon termination of this Lease for any cause, unless the Lessor directs otherwise as to such Improvement.

1.06 Conditions of Lease

Review by FAA:

(A) This Agreement is subject to the review and approval by the Federal Aviation Administration (FAA). If the FAA indicates that any portion of this Agreement is not consistent with the requirements of federal law or grant assurances, or else raises an objection to any portion of this Agreement, the Lessor shall have the right in its sole discretion to either declare this Agreement to be null and void or else to change the terms of this Agreement so as to overcome the reasons for the FAA's statements or objections and submit to the Lessee this Agreement as so changed. In the latter event, the Lessee shall respond to such proposed changes promptly and in any case not later than sixty (60) days from the date the Lessor provides it to the Lessee. If the Lessee accepts such changes, the parties will execute a new Agreement as changed, subject again to FAA review. At any time following the FAA's initial review of this Agreement in which the FAA made statements or else raised concerns about the terms of the Agreement, the Lessor may determine that it is in the best interests of the County to lease the Premises to another party on terms that would be acceptable to the FAA, and upon such determination, whatever rights the Lessee may have hereunder shall cease upon the Lessee's receipt of such statement of determination. No compensation of any sort shall be payable to the Lessee in the event that (a) the Lessor declares this Agreement to be null and void, (b) the Lessor makes a

determination to lease the Premises to another party, or (c) the parties are unable to agree to the terms of a revised Agreement that will overcome the concerns raised by the FAA.

(B) In the event such notice is given prior to completion of construction of any Improvement to be terminated under the notice, the notice shall specify the effective date of termination and the Lessor shall have the option of requiring the Lessee to complete construction of the Improvement and to obtain a CO or requiring the Lessee to cease all construction activity as of the date set forth in the notice. The Lessee shall submit to the Lessor all construction costs incurred by the Lessee as of the effective date of termination. The determination of costs eligible for reimbursement to the Lessee shall be based on the calculation of approved Improvement costs as of the effective date of the notice as determined under Article 4.11 (Final and Approved Improvement Costs). Within sixty (60) days of the Lessor's acceptance of the approved costs, the Lessor shall pay the Lessee the amount of the approved Improvement costs, which the Lessee agrees shall be the Lessor's sole obligation under this Agreement to compensate the Lessee for termination of this Agreement at this stage.

(C) In the event such notice is given after completion of any Improvement, the notice shall provide the Lessee with a reasonable period of time to vacate the Improvement, which shall be not less than sixty (60) days after the Lessee's receipt of the notice. The Lessor shall be responsible for paying Lessee the fair market value of the Improvement, determined by a qualified appraiser selected and paid for by the Lessor. If the Lessee does not accept the appraised value of the Lessor's appraiser, the Lessee shall have the right to select and pay for its own appraiser. If Lessor does not accept the Lessee's appraised value determined by the Lessee's appraiser, the two appraisers shall select a third appraiser, whose costs shall be paid equally by the Lessor and the Lessee. Any appraiser selected hereunder must be a member of the Master Appraisal Institute or equivalent. All three appraised values shall be added together and divided by three to obtain the appraised value Lessor is required to pay the Lessee. The Lessor shall cause the Lessee to be paid the appraised value within sixty (60) days of determining the appraised value in accordance with this sub article, but the Lessor shall have no obligation to pay the Lessee any compensation for the land taken back by the Lessor. The Lessee agrees that such payment shall be the Lessor's sole obligation under this Agreement to compensate the Lessee for termination of this Agreement at this stage.

1.07 Review by Others:

This Agreement and the enforcement of each party's obligations hereunder are contingent upon Lessor's receipt of certificates under Section 707 of the Lessor's Restated and Amended Trust Agreement (the "707 Certificates") from both the Traffic Engineers and the Consulting Engineers determining that the Improvements to be constructed by Lessee meets the standards provided in Section 707.

1.08 Intentionally omitted

1.09 Early Termination for Airport Purposes:

(A) At any time during the term of this Agreement, if the Premises leased and developed hereunder are required for airport development purposes or any other purpose as determined by the Miami-Dade Aviation Department (MDAD) in its sole discretion, MDAD shall have the right to terminate this Agreement as to all or any portion of the Premises upon notice to the Lessee as provided herein.

(B) In the event such notice is given prior to completion of construction of any Improvement to be terminated under the notice, the notice shall specify the effective date of termination and the Lessor shall have the option of requiring the Lessee to complete construction of the Improvement and to obtain a CO or requiring the Lessee to cease all construction activity as of the date set forth in the notice. The Lessee shall submit to the Lessor all construction costs incurred by the Lessee as of the effective date of termination. The determination of costs eligible for reimbursement to the Lessee shall be based on the calculation of approved Improvement costs as of the effective date of the notice as determined under Article 4.11 (Final and Approved Improvement Costs). Within sixty (60) days of the Lessor's acceptance of the approved costs, the Lessor shall pay the Lessee the amount of the approved Improvement costs, which the Lessee agrees shall be the Lessor's sole obligation under this Agreement to compensate the Lessee for termination of this Agreement at this stage.

(C) In the event such notice is given after completion of any Improvement, the notice shall provide the Lessee with a reasonable period of time to vacate the Improvement, which shall be not less than sixty (60) days after the Lessee's receipt of the notice. The Lessor shall be responsible for paying Lessee the fair market value of the Improvement, determined by a qualified appraiser selected and paid for by the Lessor. If the Lessee does not accept the appraised value of the Lessor's appraiser, the Lessee shall have the right to select and pay for its own appraiser. If Lessor does not accept the Lessee's appraised value determined by the Lessee's appraiser, the two appraisers shall select a third appraiser, whose costs shall be paid equally by the Lessor and the Lessee. Any appraiser selected hereunder must be a member of the Master Appraisal Institute or equivalent. All three appraised values shall be added together and divided by three to obtain the appraised value Lessor is required to pay the Lessee. The Lessor shall cause the Lessee to be paid the appraised value within sixty (60) days of determining the appraised value in accordance with this sub article, but the Lessor shall have no obligation to pay the Lessee any compensation for the land taken back by the Lessor. The Lessee agrees that such payment shall be the Lessor's sole obligation under this Agreement to compensate the Lessee for termination of this Agreement at this stage. Nothing herein shall be construed to limit or waive Lessor's rights to condemn the Premises of this Agreement, or to effect same through eminent domain, or as otherwise may be provided for at law.

Pursuant to Implementing Order 8-4, the County reserves the right to terminate or suspend this Agreement if an emergency situation arises where the Premises is needed by the County for an emergency public purpose. During any such period, Lessee's rent obligations under this Agreement shall be suspended.

1.10 Easements

Nothing herein shall be construed as waiving or relinquishing any easements, or licenses, or other encumbrances currently burdening the Premises in favor of the County including but not limited to, easements or licenses issued by the Miami-Dade County Aviation Department for the benefit of any other County department or for the County generally. Lessee takes this lease subject to all such easements or other encumbrances, whether or not such easements or other rights have been disclosed by the County, and whether or not such easements or other encumbrances were known or knowable by Lessee in the exercise of its due diligence.

1.11 Due diligence:

Lessee shall have one hundred and eighty (180) days from the execution date to conduct all its due diligence activities including but not limited to environmental, drainage and other analyses of the Premises. Any reports received by the Lessee shall be provided to the Lessor within 180 days of the execution of this agreement (the "Due Diligence Phase").

i. During the Due Diligence Phase, Lessee shall have the ability to do, among other things consistent with the performance of due diligence, the following (collectively, the "Due Diligence Activities"):
   a. to conduct boundary and other surveys on the Premises.
   b. to conduct environmental site assessments on the Premises.
   c. to conduct stormwater drainage assessments on the Premises.
   d. to the extent authorized by any permit issued by the applicable Authority Having Jurisdiction ("AHJ") to conduct soil-borings on the Premises.

Lessee shall not have the right to conduct any business or begin development during the Due Diligence Phase.

ii. Mechanic's Materialmen's and other Liens. Lessee hereby agrees that it shall not permit any mechanic's materialmen's and/or any other lien to exist on the Premise as a result of its Due Diligence Activities or any other action undertaken by Lessee. Lessee shall immediately pay any judgment or decree rendered against it or the County in relationship with the Due Diligence Activities, with all costs and charges, and shall cause any such lien to be released off record without cost to the County. The provisions of this paragraph shall survive the termination of this Agreement.

iii. Lessee shall be responsible for all of its costs associated with such Due Diligence Activities.

iv. At any time during the Due Diligence Phase, Lessee shall have the right to terminate this Agreement by providing written notice to Lessor and, thereafter, shall have no further obligations except for the following: (1) those obligations that survive the termination of this Agreement, (2) to fully surrender the Premises and remove all personal property from the Premises within 60 (sixty) days after delivery of such notice of termination, (3) to pay Rent as specified in Section 3.01 through the date of Lessee's surrender of the Premises, which Rent shall be due no later than 30 (thirty) days after surrendering the Premises, (4) if applicable, to repair and restore any damage to the Premises caused by work performed by or on behalf of Lessee to the condition that existed as of the Execution Date, and (5) to the extent applicable, Lessee's termination obligations. The provisions of this paragraph shall survive the termination of this Agreement. In the event that Lessee exercises its right to terminate this Agreement during the Due Diligence Phase, County shall have no liability for any costs incurred by Lessee in connection with any Due Diligence Activities.

v. Lessee shall coordinate with Lessor prior to the commencement of any investigations, such that all Due Diligence Activities are done in a manner that does not unreasonably interfere with Lessor's use of the Airport or adversely affect Lessor's ownership of the Premises, including other tenants' use of their tenancies. Lessee shall not use the Premises or otherwise enter onto the Premises during the Due Diligence Phase for any purpose other than those set forth herein or approved by MDAD in writing.

vi. Regardless of whether Lessee exercises its right to terminate this Agreement during the Due Diligence Phase or proceed beyond the Due Diligence Phase, Lessee shall be required to provide the County with all third-party reports generated with respect to any and all conduct and activities relating to Lessee's performance of the Due Diligence Activities.

vii. Unless expressly stated otherwise in this Article, all general terms, conditions, and requirements set forth throughout the entirety of this Agreement, including the requirement to carry any insurance that would be applicable to the Due Diligence Activities as determined by the County's Risk Management Division, shall apply to Lessee during the Due Diligence Phase.

1.12 Community Benefit

The Lessee shall commit to the community benefits as defined in Attachment B.

ARTICLE 2
Use of Premises

2.01 General Privileges, Uses and Rights:

The Lessor hereby grants to the Lessee the following general privileges, uses and rights, all of which shall be subject to the terms, conditions and covenants hereinafter set forth or otherwise applicable to the Lessee's use of any portion of the Airport, and all of which shall be non-exclusive to the Airport:

(A) The Lessor grants to the Lessee, in common with all others desiring to use the Airport, and only to the extent necessary or reasonably desirable, so long as such use does not conflict with the Lessor's operation of the Airport, to carry out the rights granted the Lessee hereunder, the nonexclusive privilege to use the runways, taxiways, roads of egress and ingress, service roads and such other facilities and Improvements as may be now in existence or hereafter constructed for the use of persons lawfully using the Airport; provided, however, that such usage shall, to the extent not included as part of the Rent, be subject to the payment of nondiscriminatory fees and other charges established by the Lessor. Nothing herein contained shall grant to the Lessee the right to use any leasable space or area improved or unimproved which is leased to a third party, or which the Lessor has not leased herein to the Lessee.

Except as expressly set forth in this Section, nothing in this Lease shall be construed to grant or convey to Lessee the right to use any space or area improved or unimproved, which is leased to or under contractual control of a third party, or which the Lessor has not leased herein. Nothing in this Section shall be construed as providing access to MDAD's airfield facilities.

(B) The right of ingress to and egress from the leased Premises over and across public roadways serving the Airport for the Lessee, its agents and employees, patrons and invitees, suppliers of service and furnishers of material. Said right shall be subject to such laws, rules, regulations and orders and fees and charges as now or may hereafter have application at the Airport.

2.02 Use of Premises:

The Lessee shall use the Premises leased only for the purposes specifically authorized below, in accordance with the designed and developed buildings and the uses set forth by the CO issued for each Improvement, MDAD's Minimum Standards (Operational Directive No. OD 09-01) and Chapter 25 as may be established and amended from time to time.
Such services and uses may only be provided on the Premises developed by the Lessee, provided that the services and uses are in compliance with Article 7 (Regulations, Licenses and Permits) of this Agreement.

(A) The Lessee shall use the Premises for aeronautical purposes. Permitted uses are the following:

1. Full service Fixed Base Operations (FBO) facilities and services including hospitality areas (including concessions, food and beverage, news and gifts, vending and in-terminal advertising and branding) for customers, passengers and crew.
2. Aircraft parking and storage, tie-down, and ground handling.
3. Aircraft maintenance and repair.
4. Aviation office use.
5. Certificate Part 135, and Certificate Part 145 as well as uses incidental thereto, and otherwise permitted under applicable laws.
6. Operation of a flight and ground training school.
7. Electrical Vehicle (EV) Charging in the Parking Lot.
8. Maintain and operate a licensed Fuel Farm.
9. Maintenance Hangar with office support and shop space.

The Lessee shall use all hangars, and shall require all tenants to use hangars, in compliance with the Lessor's requirements as to proper hangar use, as such requirements may be modified, altered, or added to by the Lessor from time to time.

(B) Prohibited Uses, Products and Services. The Lessee agrees that the Premises shall be utilized solely for the uses permitted herein and for no other purpose whatsoever. The Lessee shall not provide any products or services that are not specifically authorized by this Lease or by the County. The Lessee further agrees that its customers shall only be permitted to park vehicles on the Premises while utilizing Lessee's services or facilities or while providing operations on the Premises.

2.03 Intentionally Left Blank

2.04 Non-Flyable Aircraft:

In no instance shall any non-flyable aircraft be parked or stored on the Premises for a period in excess of 60 consecutive days, without the prior written approval of the Lessor. After such 60-day period, the Lessee shall remove any non-flyable aircraft from the Premises within 15 days, when notified in writing by the Lessor to do so, unless such aircraft is then and there undergoing maintenance as authorized herein. Failure of the Lessee to remove non-flyable aircraft shall result in the Lessor declaring said aircraft derelict and subject to removal pursuant to Chapter 25-10.24 of the Miami-Dade County Code, as well as the Lessor's termination of this Agreement.

2.05 Lessee's Rights Not Exclusive:

Notwithstanding anything herein contained that may be, or that may appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Agreement are non-exclusive and the Lessor reserves the right to grant similar privileges and similar leases to other lessees on other parts of the airport and to take any and all actions (including the leasing of property for any lawful purpose) that the Lessor is permitted to take under federal, state, and local law pertaining to the airport on which the Premises herein are located.

2.06 Flight Operations:

(A) Lessee acknowledges that TMB is a noise sensitive airport and agrees to work with the FAA and County to ensure reasonable procedures are developed to minimize any potential adverse impacts to surrounding communities, including, but not limited, to noise impacts.

(B) Lessee shall timely address any complaints raised by members of the surrounding communities and shall notify the Department's Noise Abatement Office of any such complaints and Lessee's response.

(C) In addition to minimizing impacts to surrounding communities, Lessee shall coordinate with all authorities having jurisdiction including but not limited to the FAA and County to ensure that all airspace procedures developed for aircraft operations are consistent with MDAD's current operations, do not result in any reduction to TMB's airspace or airfield capacity or future development plans as set forth in the TMB's Airport Layout Plan (ALP) as of the date hereof.

2.07 Reporting of Fuel Sales:

Lessee shall, on a yearly basis, report the total gallonage of fuel sold to its customers, including but not limited to: i) fuel sold by Lessee, ii) fuel sold by any contractor of Lessee which is dispensed on Lessee's leasehold, and iii) fuel sold by any contractor of Lessee outside of Lessee's leasehold, but which is sold pursuant to a contractual arrangement between Lessee and such contractor. Lessee shall specify the types of fuel sold for each category (i.e., Jet-A vs. AvGas). This report shall be provided no later than February 1st for the preceding year.

ARTICLE 3
Rentals and Payments

3.01 Rent

As set forth more fully in Article 3.10 below, rental rates are established by the Miami-Dade County Board of County Commissioners (BCC) and are subject to change each year following appraisals by the County's appraiser. Lessee shall be responsible for paying rent as follows:

(A) Land Rent: As annual land rent (subject to change pursuant to Article 3.10 below), the Lessee shall pay to the County beginning on the Execution Date the sum of **$ 114,709.62** annually, to be prorated and payable in equal monthly installments of **$ 9,559.14** , plus applicable State sales tax in US funds, on the first day of each and every month, in advance and without billing, at the offices of the Lessor, as set forth in Article 3.12 (Methods of Payment). Said initial annual rent rental is computed as shown in Table 1 below, and is subject to annual appraisal changes and Lessee shall be responsible for paying rent in accordance therewith:

Table #1 Rent

Exhibit	Description	Area SF	Rate	Annual *	Monthly *
P	Land Area	310,026	$0.37	$ 114,709.62	$ 9,559.14
	TOTAL			**$ 114,709.62**	**$ 9,559.14**

* Plus, applicable State sales taxes, as required by law.

(B) Buildings and Pavement Developed by Lessee:

In recognition of its investment in the Improvements that it develops, which Improvements will be the property of the County at the end of the initial Term, Lessee shall not be required to pay building or pavement rent on the improvements that it develops during the initial Term. For any period that it occupies any of the improvements after the initial term, Lessee shall be responsible to pay to the County the monthly building and payment rental rates then in effect as established by the BCC, plus applicable State sales tax in US funds, on the first day of each and every month, in advance and without billing, at the offices of the Lessor, as set forth in Article 3.12 (Methods of Payment).

The County reserves the right to modify such rates throughout the term of this Agreement in accordance with its then-current rental rate adjustment policies, and Lessee shall pay the rental rates as so adjusted.

3.02 Improvement Rent

In addition to the regular rent as indicated above, beginning at the start of the (i) the 6th year of the Lease, and extending to the 11th year of the Lease, Lessee shall pay 1% of the value of the minimum development investment amount of $7,000,000.00 per year, to the Lessor; (ii) beginning on the 12th year of the Lease, and extending to the 20th year of the lease, Lessee shall pay 1.5% of the value of the minimum development investment amount of $7,000,000.00 per year, to the Lessor; and (iii) beginning on the 21st year of the Lease, and extending to the 25th year of the lease, Lessee shall pay 2% of the value of the minimum development investment amount of $7,000,000.00 per year, to the Lessor payable in twelve (12) equal monthly installments and terminates upon commencement of regular building rent.

3.03 Sales Taxes and Other County Charges:

The Lessee shall pay to the Lessor, in addition to the foregoing rents, all applicable State sales taxes as well as all federal, state or local taxes arising out of Lessee's use of the Premises, and all other charges imposed by the County on the Lessee's use of the Premises provided that such lessee charges are applicable to all similarly situated Lessee's at TMB.

3.04 Operational Fees and Charges:

The Lessor reserves the right to establish fees for the landing and parking of all or special classes of aircraft at the Airport. The Lessee, as a further consideration for this Agreement, shall be required, when directed in writing by the Lessor, to collect and promptly remit to the Lessor aviation fees and other aviation charges, approved by the County and payable to the Lessor. The method of collection and remittance of such fees and charges shall be as determined and directed by the Lessor in writing. A failure to collect and pay same shall constitute a default under Article 13.03 (Other Defaults) hereof. The Lessee shall be permitted to retain five percent of such fees and charges collected on behalf of the Lessor, which amount shall be considered as full and final payment to the Lessee for the cost of collecting and remitting the fees and charges and shall not be considered as part of gross revenues earned by Lessee.

Nothing contained in this Lease shall preclude the County from establishing other reasonable and non-discriminatory fees and charges applicable to all aircraft operating on County property using the Premises. Lessee expressly agrees to pay such fees and charges as if they were specifically included in this Lease. In the event Lessee engages in any activity or provides any service at the Airport for which other companies operating at the Airport pay a fee to County,

including the servicing and cleaning of aircraft at the Airport, Lessee shall pay to County fees equivalent to those paid by such other companies for engaging in such activities or providing such services.

3.05 Late Payment Charge:

In the event the Lessee fails to make any payments, as required to be paid under the provisions of this Agreement, within ten days after same shall become due, interest at the rates established from time to time by the BCC (currently set at 5% per month), shall accrue against the delinquent payment(s) from the original due date until the Lessor actually receives payment. The right of the Lessor to require payment of such interest and the obligation of the Lessee to pay same shall be in addition to and not in lieu of the rights of the Lessor to enforce other provisions herein, including termination of this Agreement, and to pursue other remedies provided by law.

3.06 Dishonored Check or Draft:

In the event that the Lessee delivers a dishonored check or draft to the Lessor in payment of any obligation arising under this Agreement, the Lessee shall incur and pay a service fee assessed in accordance with the Lessor's practice for dishonored checks plus penalties as may be imposed by law, such as Sections 832.08 and 125.0105, Florida Statutes, as such statutes may be amended or renumbered. Further, in such event, the Lessor may require that future payments required pursuant to this Agreement be made by cashier's check or other means acceptable to the Lessor.

3.07 Utilities:

The Lessee shall pay for all utilities it uses or is imposed on Lessee as a matter of law. The Lessor shall have no obligation to provide utilities to the Premises except to maintain or repair any utilities that may exist on the Premises as of the Execution Date of this Agreement.

3.08 Other Fees and Charges:

The Lessee acknowledges that the BCC has or may establish or direct the establishment, from time to time, of various fees and charges for the use of various facilities, equipment and services provided by the County. The Lessee shall pay, upon billing, for its use of such facilities, equipment and services those fees and charges, which are billed monthly. For other fees and charges which are based on usage, the Lessee shall, in writing, report its uses of applicable facilities, equipment and services and simultaneously pay the applicable fees and charges at such frequency and in such manner as may be prescribed by the Lessor. Notwithstanding the absence of any identification in this Agreement of charges to be paid by Lessee for its use of the Premises and the Airport, Lessee agrees to pay whatever charges are imposed by the County.

3.09 Security Deposit:

Prior to occupancy or use of any Improvement on the Premises, the Lessee shall pay to the Lessor an amount equal to two times the required total monthly rent for the land and Improvements as applicable, and as determined pursuant to Article 3.01 (Annual Rent) above, plus applicable State sales tax on such security deposit amount, as security for the payment of the Lessee's obligations hereunder. Said deposit shall be in addition to any rental payments required hereunder, and the Lessor shall be entitled to apply such payment to any debt of the Lessee to the Lessor that may then exist, as permitted by law, including but not limited to the rentals, fees, and charges imposed by the County hereunder or otherwise. In lieu of the security deposit being made in cash, the Lessor, in its sole discretion, may

authorize the Lessee to provide an irrevocable Letter of Credit, in a form approved by the Lessor, in like amount. The amount of the security deposit is subject to adjustment by the Lessor at any time there is a change in the annual or monthly rentals pursuant to the terms of this Agreement; provided further, that the Lessor shall have the right to demand an increase in the security deposit requirement of up to an additional four months rental to provide the Lessor with adequate assurance of the Lessee's payment of its obligations, which assurance is required because of the Lessee's defaults in the timely payment of rents, fees and charges due hereunder, or because the Lessor has reason to believe, based on published reports, that the Lessee's future ability to pay such rentals, fees and charges, on a timely basis, is in jeopardy.

3.10 Rental Rate Review:

(A) Annually as of October 1 of each year during the term of this Agreement, or such other date as may be established by the BCC, the rent applicable to the Premises as stated in Article 3 (Rentals and Payments) above shall be subject to review and adjustment in accordance with this lease and with the adjustment of rental rates for the Airport. Fair market value (FMV) rental rates established through appraisal and approved by the BCC for the premises may be adjusted by the Lessor effective on October 1 of each year of this Agreement.

(B) When such rental rate adjustments are established by the BCC or as directed by the Aviation Director pursuant to Resolution No. R-186-01 or any adjustment, this Agreement shall be deemed to have been administratively amended to incorporate the revised rental rates effective as of such effective date. Such revised rental rates shall be reflected herein by means of a letter between the Lessor and the Lessee. Payments for any retroactive rental adjustments shall be due upon billing to the Lessee by the Lessor and payable by the Lessee within thirty calendar days of same. Notwithstanding anything to the contrary provided herein, the adjustment of rental rates for the Premises shall be based on a non-discriminatory application of the rental rates for the entire Airport as adjusted by the BCC or according to annual changes pursuant to Article 3.01 (Annual Rent).

3.11 Double Rental:

In the event that the Lessee remains in possession of the Premises beyond the expiration or termination of this Agreement, the Lessee shall be bound by all of the terms and conditions of this Agreement to the same extent as if this Agreement were in full force and effect during the time beyond the expiration date of this Agreement. However, during any such possession of the Premises, as a holdover Lessee after the Lessor has demanded the return of the Premises, the Lessee shall be liable for double rentals for so long as the Lessee remains in possession after such demand, such rentals to be based upon the rental rates then applicable in whole or in part to the Premises.

3.12 Methods of Payment:

The Lessee shall pay, by any of the four methods described in this article, all rentals, fees and charges required by this Agreement:

By mail:

Miami-Dade County Aviation Department
Accounting Division
P.O. Box 526624

Miami, Florida 33152-6624

By hand delivery to the offices of the Lessor during normal working hours to the following:

Miami-Dade County Aviation Department
4200 N.W. 36 Street
Miami, Florida33166

By electronic funds transfer for immediate credit via wire transfer to:

Bank: Bank of America
Miami, Florida
ABA Number: 026009593
Swift Code Number: BofAUS3N (effective 11/18/06)
Account Name: Miami-Dade Aviation Department
Bank Account Number: 001180000120

Note: Transaction must include the Aviation Department invoice number(s) of charges to be paid.

By electronic funds transfer for next day credit via the ACH (Automatic Clearing House) to:

Bank: Bank of America
Miami, FL
ABA Number: 063100277
Account Number: Miami-Dade Aviation Department
Bank Account Number: 001180000120

Note: Transaction must include the Aviation Department invoice number(s) of charges to be paid.

3.13 Intentionally Left Blank

3.14 Intentionally Left Blank

3.15 Intentionally Left Blank

3.16 Intentionally Left Blank

3.17 **Reporting of Operations and Collection of Fees:**

(A) In the event County establishes any fees or charges applicable to the operation of the Lessee, at the Airport, the Lessee agrees to:

(1) Collect, on behalf of County, all applicable fees and charges (a schedule of the fees and charges shall be provided to the Lessee by County, whenever new fees or charges are established or existing fees and charges are revised); to record, in accordance with general industry practice, the receipt of such fees and charges and to remit the amount

that was collected, or should have been collected, less any percent retainage as may be authorized and approved by County. The fees and charges set forth in this Article, if any, shall not be collected from United States government military aircraft, unless the Lessee is otherwise advised in writing by County, or from the aircraft of commercial air transportation companies having agreements with County providing for direct payment to County of such fees and charges, as indicated on a listing or notice to be provided by County to the Lessee from time to time.

(2) Provide an accurate accounting to County of the fees and charges collected under this Article, in a form and detail reasonably satisfactory to County, on or before the twentieth (20th) day of the month following the month in which the fees and charges were collected or accrued, which accounting shall be certified by an authorized officer of the Lessee. The Lessee shall pay to County the total amount due to the County with the accounting, without demand, deduction or setoff.

(B) Any fees or charges established by County applicable to the Lessee, operations at the Airport shall be reasonable and applied in a nondiscriminatory manner to all similarly situated users and shall be commensurate with fees and charges imposed by comparable airports in the United States providing similar services as the Lessee. Notwithstanding the foregoing, Lessee acknowledges and agrees that, in the event County incurs additional costs as a result of the Lessee's operations at the Airport to provide services to the Lessee or comply with regulatory requirements applicable to the Lessee's operations, County may establish reasonable fees and charges for the purpose of recovering the costs incurred by County as a result of the Lessee's operation. County agrees to provide the Lessee with no less than sixty (60) days prior written notice of any new fees or charges.

3.18 Intentionally Left Blank

3.19 Audit by the Lessor:

In the event the Lessor establishes fees or charges applicable to Lessee's operations, the Lessor or its representative(s) may, at its sole cost and expense, perform audits of the Lessee's collection and payment of fees and charges collected on behalf of, and payable to, the Lessee hereunder. In order to facilitate the audit performed by Lessor, Lessee agrees to make suitable arrangements with the Certified Public Accountant who is responsible for preparing the annual report on behalf of the Lessee to make available to the Lessor's representative(s) any and all working papers relevant to the report prepared by the Certified Public Accountant. The Lessor or its representative(s) shall make available to the Lessee a copy of the audit prepared by or on behalf of the Lessor. The Lessee shall have sixty (60) days from receipt of the audit report from the Lessor its representative(s) to provide a written response to the Lessor regarding the audit report. The Lessee agrees that failure of the Lessee to submit a written response to the audit report in accordance with the requirements of this Section shall constitute acceptance of the audit report as issued.

ARTICLE 4
Development and Improvements to Premises

4.01 Improvements to Premises:

(A) As authorized pursuant to Chapter 125.012(24), Florida Statutes, subject to the provisions of this Article, the Lessee, for its convenience, shall, design, construct and pay for such Improvements to the Premises as shall be approved by the Lessor (as hereinafter provided), as shall be necessary to make the Premises suitable for Lessee's use and occupancy for the purposes and uses described in Article 2 (Use of Premises) hereof and as shown on Exhibit(s), in accordance with all applicable FAA and County requirements and all building, fire and environmental codes and the Americans with Disabilities Act.

(B) Lessee's Investment. The Lessee agrees to invest not less than seven (7) million dollars **($7,000,000.00)** in accordance with this article to design and construct Improvements and infrastructure on the Premises during the Development Phase of the Premises. The Development Phase is to be completed in two (2) phases. For purposes of this Article 4, Lessee's Improvements on the Premises shall be collectively referred to as the "**Improvements**." Expenditures that satisfy such minimum investment requirement shall be limited to actual expenditures made by Lessee that relate directly to the design and construction of the Improvements and infrastructure as reasonably determined by the Lessor, but as further described in Article 4.11 (Final and Approved Improvement Costs) below, specifically excluding (i) costs associated with the design, purchase and installation of personal property, and (ii) accounting, permanent financing fees, and legal fees.

4.02 The Project.

(A) Description – The Lessee agrees that Lessee will develop the Premises, in two phases, the Premises to construct a Fixed Base Operator facility and supporting infrastructure, to include, among other things, terminal space, new hangars, office space, aircraft parking and landside parking, fuel facilities, and outside leasehold infrastructure all as more particularly described below. Lessee's development obligations shall include the following Improvements in accordance with the site plan attached as Exhibit__, all to be developed at Lessee's sole cost and expense:

Phase I

1. One (1) Approximately 30,000 SF New aircraft storage hangar with associated office space (minimum door height shall be 28 feet).
2. One (1) New 15,000 SF aircraft storage hangar with associated office space (minimum door height shall be 28 feet).
3. One (1) Associated ramp and vehicle parking for all customers and employees will be on leasehold premises.
4. Survey of the Premises including all buildings and Taxi Lane.
5. Associated pavement, associated vehicle parking space together with employee and customer parking, and all associated infrastructure and Improvements necessary for the development of the Premises.
6. All roadways, driveways, turn lanes, intersection Improvements, electric, water and sewer Improvements, cable, drainage, lighting, demolition, removal or relocation of potential obstacles to Lessee and such other utilities necessary for the operation of the Premises, as determined in connection with the reviews required under article 4.03 (Design of Improvements).
7. Airside development including Airside Operations Area (AOA) perimeter fencing, the relocation or addition of light poles, burying electric lines, trimming vegetation, relocating trees, and security measures as

required by the Lessor and any Improvements requested by the FAA and FDOT to enable the safe operation to, on and from the Premises.

8. All safety and navigational aids, markings and signage.
9. Any other infrastructure or development needed to accomplish the objectives of this Agreement, including any alterations or additions required by any authority having jurisdiction, including but not limited to the FAA.

Phase I Development Milestones:

(a) No later than 9 months from the Execution Date, Lessee shall submit 100% Phase I development plans (Plans) as further described in Article 4.04 to MDAD for review and approval.

(b) No later than 12 months from the Execution Date, Lessee shall submit MDAD approved Phase I development plans to other governmental agencies (FAA, Zoning etc.) for approval.

(c) No later than 18 months from the Execution Date, Lessee shall submit final approved Phase I plans for Permitting.

(d) Complete construction of Phase I within 36 months from the Execution Date.

(e) Contract Document 180 days status reports for the construction of their Improvements.

(f) Other milestones as listed in this Article 4 (Development and Improvements to Premises).

Phase II

1. One (1) 30,000 SF New Hangar/Building for aviation use school/maintenance/training with ancillary uses.
2. One (1) FBO Terminal to service the aircraft hangars.
3. Survey of the premises including all buildings and Taxi Lane.
4. Associated pavement, associated vehicle parking space together with employee and customer parking, and all associated infrastructure and Improvements necessary for the development of the Premises.
5. All roadways, driveways, turn lanes, intersection Improvements, electric, water and sewer Improvements, cable, drainage, lighting, demolition, removal or relocation of potential obstacles to Lessee and such other utilities necessary for the operation of the premises.
6. Air operations, including Airside Operations Area (AOA) perimeter fencing, the relocation or addition of light poles, burying electric lines, trimming vegetation, relocating trees, and security measures as required by the Lessor and any Improvements requested by the FAA and FDOT to enable the safe operation to, on and from the Premises.
7. All safety and navigational aids, markings and signage.
8. Any other infrastructure or development needed to accomplish the objectives of this Agreement, including any alterations or additions required by any authority having jurisdiction, including but not limited to the FAA.

Phase II Development Milestones:

(a) No later than 24 months from the Execution Date, Lessee shall submit 100% Phase II development plans (Plans) as further described in Article 4.04 to MDAD for review and approval,

(b) No later than 30 months from the Execution Date, Lessee shall submit MDAD approved Phase II development plans to other governmental agencies (FAA, Zoning etc.) for approval,

(c) No later than 36 months from the Execution Date, submit final approved plans for Permitting,

(d) Complete construction within 60 months from the Execution Date.

(e) Contract Document 180 days status reports for the construction of their Improvements.

(f) Other milestones as listed in this Article 4 (Development and Improvements to Premises).

The Lessee shall provide quarterly notarized status reports to the Lessor, with a copy to the Commission District 11 office in which the property lies, regarding compliance with each milestone set forth in a-f above.

All of the foregoing shall collectively constitute the "Project" or the "Improvements."

(B) County Cooperation of Off Premises Improvement

The Lessor agrees to cooperate with the Lessee to facilitate any necessary off-site Improvements or work for infrastructure necessary to support the Project, including, without limitation, granting any temporary construction easements or licenses required to complete Improvements or work outside of the Premises on the Airport within areas under the control of the Lessor; provided, however, the Lessee shall use commercially reasonable efforts to minimize impacts on Airport operations. Furthermore, any Improvements or infrastructure shall not change the use, or utility, of the area where such Improvements or infrastructure will be located. Nothing in this paragraph shall be construed as requiring the Lessor to provide a temporary construction easement or license for off-premises storage of materials or equipment.

(C) Project Cost - The Lessee shall bear and be solely responsible for all costs arising out of the Project, including, but not limited to, the following:

1. All costs as described in Article 4.02 (Project) above.
2. Land use approvals, development fees, concurrency fees, and permit fees for the design, construction, and subsequent use of the Improvements and infrastructure.
3. Design and construction of the Improvements, including but not limited to utilities (which may include construction of water, sewer, or storm sewer facilities outside of the Premises if needed to connect the Premises to the County's utility infrastructure), roads, parking lots, landscaping, taxiways, and ramps on the Premises.
4. Financing, construction bonding and insurance, building permits, impact and concurrency fees, utility installations and/or hook-ups or other infrastructure for the Improvements, as may be required to make the Premises suitable for the use of the Improvements.
5. Any and all existing environmental conditions that exist on site and remediation of the site to a condition that

allows construction of the site as well as all necessary environmental approvals under the National Environmental Policy Act ("NEPA"), all of which Lessee assumes full responsibility for.

6. Any costs arising out of the review and approval of an amendment to the Airport Layout Plan (ALP).
7. Consultants, accountants, financing charges, legal fees, furnishings, equipment, and other personal property of the Lessee; and
8. All other direct or indirect costs associated with the approvals, design, construction, and financing of the Improvements, and their subsequent use.

(D) Additional Project Requirements - Outside Leasehold Infrastructure - Construction of Taxi Lane

1. To facilitate aircraft ingress and egress to and from the premises, Lessee commits itself to constructing a suitable Taxi Lane outside the boundary of the existing premises extending from the existing aircraft apron to connect to the new development. This Taxi Lane will be nonexclusive common use and become the property of MDAD for the use of Lessee and future aviation Lessees. During the lease negotiations, the Landlord and Lessee will discuss the method by which the Lessee will be reimbursed or credited for the construction of the Taxi Lane.
2. Please note that the cost of constructing the Taxi Lane will be an additional expense, separate from the investment allocated for the proposed development.
3. Development and construction of the Taxi Lane and other associated developments that will become the property of MDAD or used as common use areas will require that the Lessee Airport Construction-Reimbursement (TAC-R) rules and requirements be followed.
4. Lessee shall provide to Lessor for approval, within (30) days of the Execution Date, a detailed description, layout and Master Plan for the entire Project site located at TMB.
5. The Lessee shall provide Lessor within sixty (60) days of the Lease Execution Date, a traffic study to determine the impact of the additional traffic of the new development to be generated in the area
6. The Lessee shall be solely responsible for adhering to the drainage requirements of the most recent storm water master plan (dated April 21, 2022) and shall accommodate the required drainage within the boundaries of its. Premises and for all costs associated therewith.
7. Lessee shall provide any report(s) to Lessor within three hundred and sixty-five (365) days of the Execution Date pertaining to the current drainage plan and environmental requirements to verify the suitability of the Premises for Lessee's proposed development and the acceptability of this Lease to Lessee.

Lessee acknowledges that the Lessor shall have no maintenance responsibility for any of the Improvements, utilities and infrastructure to be constructed by Lessee. Lessee further acknowledges and agrees that Lessee shall be solely responsible for all maintenance responsibilities for all of the Improvements, utilities and infrastructure constructed by Lessee.

(E) All Improvements constructed or placed on the Premises, including, but not limited to, drainage and landscaping, shall be of and first-class design and construction; comply with all applicable governmental laws, regulations, rules, and orders; follow standard construction methods; and be constructed in accordance with applicable requirements of this Article. The Lessee shall have the right to make such additions, alterations and Improvements to the Premises, including, but not limited to, to the Project (as hereinafter defined), as may deem necessary for its operations hereunder, subject to Lessor's prior written consent, which consent shall not be unreasonably withheld, conditioned, delayed or denied.

4.03 Design of Improvements:

(A) Prior to the commencement of any construction of an Improvement on the Premises, Lessor and Lessee shall hold a pre-design meeting to be coordinated through the Lessor's Facilities Project Manager with the participation from all parties deemed by Lessor to be necessary for such meeting, for discussions regarding utilities, grading drainage, airside, security, existing as-built drawings, compliance with the Master Plan, and the terms of the Agreement and any other related item(s). Lessee acknowledges its obligation to assure that FAA approval is obtained, even though MDAD must be involved in such process, and that such FAA approval is communicated to Lessee in writing prior to the commencement of construction of each Improvement. The Lessee and its architect/engineer have the responsibility to ensure that the project design shall be in accordance with all applicable laws, codes, regulations, and other requirements of County, State and/or Federal authorities having jurisdiction over the construction of the Improvements by law or by contract with the County, including all then current requirements of the County as they relate to the Lessee's construction of non-reimbursable projects under Article 4.14 (Tenant Airport Construction Contracts). The Lessee shall be responsible for obtaining and confirming as-built drawings and information pertaining to the design of the facilities.

(B) Lessee acknowledges that before the County's Building Department may issue any permit for an Improvement on County-owned property, the Aviation Department must issue a "Letter of Concurrence" that constitutes the owner's authority (i.e. the County's authority) for the Lessee to apply for and obtain the building permit. The Lessor shall not be required to issue the Letter of Concurrence until such time as Lessee has complied with all obligations in this Agreement as to the design and construction of the Improvements, including compliance with the TAC-N procedures, submission of approved contract documents as that term is defined in (c)(i) below, and compliance with the regulatory provisions of the County's other departments having jurisdiction over the construction, such as, but not limited to, the Fire Department and the Regulatory and Economic Resources Management.

(C) As described in subsection (1) below, the Lessee shall submit to the Facilities Division of the Department the contract documents for each Improvement for the Lessor's review, modifications, and approval which shall be granted in Lessor's sole discretion acting reasonably. If the Lessor has requested changes on such contract documents, Lessee shall not go forward with the project until it has incorporated such changes in its contract documents and resubmitted them to the Lessor for confirmation that the changes in the contract documents have been made.

1. Unless Lessor requires submission of Plans and Specifications at other percentages of their completion, the Lessee shall submit to the Lessor ten (10) sets of the "Contract Documents" which are defined to consist of: (i) 100% complete plans and specifications; (ii) project schedule based upon calendar days without dates for the design, bid and construction, hereinafter referred to as "Lessee's Project Schedule"; and (iii) cost estimates for the Improvements, prepared by an architect/engineer registered in the State of Florida . "Plans and Specifications" is defined to mean the design, architectural, engineering, and construction plans for each component of the overall Project identifying and describing, in reasonable detail, all structural components, foundations, mechanical and electrical systems, materials, signage, design, colors of exterior paints, and other customary specifications. The term "Plans and Specifications" also includes a detailed master layout plan depicting the location and size of each individual improvement or component of the overall Project. The Lessor may from time-to-time request that other documents be submitted by Lessee as part of the contract documents for a particular Improvement, and Lessee shall comply with such request. Lessee acknowledges that failure to comply with Lessee's obligations to submit complete contract documents may delay the Lessor's review of the contract documents, which may cause Lessee to miss other design or

construction deadlines contained herein or desired by Lessee. The Lessee shall continue to be held responsible for meeting the deadlines contained herein and shall be subject to the Lessor's remedies specified herein for not meeting said deadlines. The Lessor shall in no way be held responsible for delays resulting from the failure of the Lessee to meet all submittal requirements contained herein.

2. Upon submission of the 100% Contract Documents to the Lessor for design review; the Lessor shall also review the plans for compliance with the following:

(a) Conformance with the Airport Master Plan (AMP), Comprehensive Master Development Plan (CDMP), and Airport Layout Plan (ALP), and has the approval of the FAA.

(b) Compliance with environmental requirements, utilities master plan, and storm water master plan, design standards manual (latest version), and permitting requirements.

(c) Compliance with Implementing Order (IO) 8-4 and BCC Resolution (Reso. R-129-22), during the development phase, the Lessee at its sole cost, is required to connect to the existing sanitary sewer system prior to the TCO or CO whichever occurs first.

3. The Lessor shall comment in writing on the contract documents within fourteen (14) calendar days of such submission. All comments by Lessor shall be incorporated into the contract documents unless Lessee may request reconsideration of any of Lessor's comments. Such request shall include documentation supporting the Lessee's position. The Lessor shall review the request for reconsideration and shall either approve or disapprove the request or alter its initial comments in light of the reconsideration. The determination of the Lessor at this time shall be final and binding upon the Lessee and accordingly shall be incorporated in the revised plan for final resubmittal. After the Lessor reviews the Plans and Specifications as submitted by the Lessee the Lessee may not make any material changes in the Plans and Specification or their scope without the Lessor's further review and approval, which shall not be unreasonably withheld or delayed. The Lessor's review of the Contract Documents for Lessee's design and compliance with all applicable codes and regulations does not constitute certification or warranty by the Lessor (a) as to the quality of the contract documents prepared by the Lessee's architect/engineer(s), (b) that the contract documents are free of design errors or omissions, or (c) that they are in compliance with applicable laws, codes, rules or regulations of the authorities having jurisdiction over the construction of the Improvements. Such review shall not be unreasonably withheld or delayed by the Lessor.

(D) If the Lessee fails to provide the complete contract documents for review to the Lessor or delays the start of the construction by more than 60 calendar days from the agreed upon project schedule, any reviews theretofore provided by the Lessor will become null and void and will require the Lessee's re-submission of the documents for the Lessor's review.

4.04 Development Schedule

The Improvements must be constructed in accordance with the Development Milestone deadlines stated in Article 4.02 above. Lessee must further ensure the following actions have been completed in time to allow it to meet the deadlines in 4.02 above:

Except as otherwise provided for herein, prior to constructing any Improvements on or alterations to the Premises (including, but not limited to, the Project), the Lessee, without cost to County, shall prepare detailed preliminary construction plans and specifications for the Improvements, including, but not limited to, a Layout Plan to be incorporated into the Airport Layout Plan or as a separate plan as required by the FAA, (hereinafter collectively referred to as the "Plans") in accordance with standards established by the Lessor and deliver the preliminary Plans to the Lessor for review, comment and adjustment.

Promptly following Lessor's approval of the Contract Documents but not more than one hundred and eighty (180) days thereafter, the Lessee shall finalize and enter into a contract(s) for the construction of the Improvements, in accordance with the terms and conditions of the approved Contract Documents and the development milestones set forth in Article 4.02. The Lessee shall cause the construction of the Improvements to be completed within the time periods set forth in Article 4.02, excluding any delays not within Lessee's reasonable control, unless an extension of such period is approved, in writing, by the Department, but notwithstanding any periods of time set forth in the contract documents and except for any extension of time granted by the Lessor, no later than sixty 60 months from the Execution Date for Phase I and Phase II. In no event shall any approval hereunder be unreasonably withheld, conditioned or delayed.

County reserves the right, in its sole and absolute discretion, to withhold approval of any Improvements within the Premises determined to be a potential hazard to air navigation by the Lessor, County and/or the FAA or which the Lessor, County and/or FAA determines, in their reasonable discretion, would affect the current or future Airport operations or development as set forth on the FAA-approved Airport Layout Plan or in the TMB Master Plan as of the date hereof or decrease Miami Executive Airport's airfield or airspace capacity.

The parties acknowledge that the Lessee has elected to pursue development of the Premises prior to the establishment of final design standards on airports by governmental agencies with jurisdiction over the Airport, including, but not limited to, the FAA and FDOT. The Lessee acknowledges and agrees that the Lessee shall be responsible, at Lessee's sole cost and expense, for any required Improvements, modifications or alterations required to be made to the Premises to ensure compliance with applicable design standards.

At least ten (10) days prior to commencing construction, Lessee shall comply with the following requirements:

(A) Lessee shall submit the following to the Lessor's Facilities Project Manager, who will be assigned to this Agreement:

1. A copy of the building permit(s);

2. All construction bonds including performance, payment, contract completion bonds or their substitute and Insurance Certificates required under Article 4.07 (Construction Bonds and Insurance Required), and Article 12 (Insurance).

3. Proof of the Pollution and Remediation Legal Liability Insurance required under Article 12; and;

4. Consents from Lessee's general contractor and architect to the assignment of Lessee's rights under its contracts with such parties to the County.

(B) Unless the Lessor directs otherwise, Lessee shall submit the following documents to the Department's Finance Manager:

1. A check made payable to the Lessor in the amount that represents one percent (1%) of the budgeted construction hard costs for reimbursement of Building Department fees pursuant to Article 7.05 together with a copy of the construction contract awarded to the lowest bidder or as negotiated. If the final construction hard costs are higher or lower than the budgeted amount, the difference shall be multiplied by 1% and shall either be paid by the Lessee to the Lessor if the resulting number is a positive amount in accordance with the time frame established under Article 4.10 herein or refunded to the Lessee by the Lessor if the resulting number is negative. Such fee shall be non-refundable. In addition, if Lessee obtains a building permit and allows the permit to expire prior to completion of the Improvements then Lessee shall be required to pay an additional one-half of one percent (½ of 1%) of the budgeted construction hard costs as administrative fees for plans processing reviews required by Building Department staff to issue a building permit. Such fee shall be non-refundable and shall be payable in addition to the 1% fee required pursuant to this Article 4.03(B) (1); and

2. Copy of Lessee Audit pursuant to Article 9.05.

(C) Lessee shall submit a copy of Lessee Financing Documents pursuant to Article 11.04 (B) to the Lessor's Assistant Director Business Retention and Development.

(D) Lessee shall not be authorized to begin construction until the above-listed items have been submitted to the Lessor. If Lessee begins construction prior to submission of the documents and fees in the required form and amounts, satisfactory to the Lessor, as required pursuant to this Article 4, Lessor shall be authorized to halt Lessee's construction activities without any liability to the County until such time as Lessee satisfies this requirement. In such event, no extensions of time shall be granted by the Lessor to Lessee. During construction, the Department's Project Manager or a designee will be permitted by Lessee to observe all aspects of the progress of the work.

4.05 Failure to Complete on a Timely Basis:

In the event Lessee fails to comply with the time requirements for the design and construction of the Improvements as specified above, the County in its sole direction shall have the right to:

A. Terminate this Agreement on thirty (30) days' notice in accordance with Article 13 (Termination).

B. Terminate Lessee's rights with respect to the construction of the Improvements or portions thereof and thereafter assume the obligations of Lessee under this Article 4 of the Agreement under an assignment by Lessee to Lessor of relevant contracts and permits, and complete the construction of the Improvements or portions thereof with the benefit of all bonds and other forms of security provided by Lessee; or

C. Reduce the Term by a period of five years with no option to extend and allow Lessee to complete construction; in the event the County elects this remedy, Lessee shall be allowed an additional 365 days to achieve DBO Improvements. In the event Lessee does not achieve DBO within such extended time frame, the County shall have the discretion to terminate the Lease as provided for in (1) and (2) above.

4.06 Intentionally Left Blank:

4.07 Construction Completion Documents:

Within thirty (30) days following the completion of construction of any Improvement for which a CO or TCO is issued; the Lessee shall furnish the following documents to the Lessor:

(A) Documents showing that the Improvement has met the requirements of the final inspection and that all permits have been closed out.

(B) Documents that Lessee has obtained lien waivers from the general contractor and all parties designated by the Lessor, along with any final affidavit of the general contractor required by Chapter 713, Florida Statutes.

(C) Certificate of Occupancy for the Improvement.

(D) Certification from the Lessee's architect that the Improvement has been completed in conformance with the approved Plans and Specification as well as all permits and applicable governmental requirements.

(E) At least one copy of an as-built survey of the area covered by the Improvement.

(F) All active Models (BIMs) shall be developed in accordance with the current version of the MDAD BIM Standards (Attached). Unless otherwise approved by the Miami-Dade Aviation Department, BIMs shall be compatible with the version of Revit and Navisworks (including all third-party applications) currently in use by MDAD, regardless of when the project began and provided in a format designated by the Department, including all pertinent shop and working drawings and such other as-built drawings as the Department may reasonably require; and

(G) Copies of all releases of contractor claims and liens.

4.08 Certain Construction Contract Terms:

All contracts entered into by the Lessee for the construction of the Improvements shall require completion of the Improvements within a specified time period following the execution of said contract(s) and shall contain, unless otherwise authorized by the Lessor, reasonable provisions for the payment of actual or liquidated damages in the event Lessee's contractor fails to complete the construction on time. The Lessee agrees that it will use it best efforts to take all necessary action available under such construction contract to enforce the timely completion of the work covered thereby. Further, as a standard construction practice, all such contracts shall contain provisions requiring the retention of 10% of contractor billings or such lesser percentage amount as may be approved by the Lessor. All contracts shall provide that the County is a third-party beneficiary thereof.

4.09 Assignment of Contract Documents to Lessor and Assumption of Construction of Improvements by County:

In the event that Lessee defaults and fails to cure within the applicable cure period and Lessor opts to terminate this Agreement, the Lessor may, at its discretion, assume the obligations of Lessee under this Article 4 of the Agreement and, in such case, Lessee's contracts and permits shall be assigned to Lessor so that Lessor can complete the

construction of the Improvements or portions thereof with the benefit of all bonds and other forms of security provided by Lessee hereunder. Lessor's use of any such bonds or security shall not diminish Lessee's liability to Lessor hereunder for failure to complete the Improvements in accordance with Lessee's obligations hereunder. Lessee's contract documents shall require all contractors or subcontractors to recognize the right by Lessor to have such contracts and permits assigned to Lessor.

4.10 Construction Bonds and Insurance Required: Insurance Company Rating:

(A) Lessee shall maintain, or cause to be maintained, the following construction bonding and insurance during the construction of the Improvements:

1. Prior to commencing any improvements, including construction, restoration, and/or repair to the Premises, including the purchase of supplies and/or materials from materialmen and suppliers, and/or before recommencing any such work or repair after a default or abandonment, Lessee shall obtain and deliver to the County, at Lessee's sole cost and expense, separate performance and payment bonds, satisfactory to the County and in all respects in accordance with section 255.05, Florida Statutes, in the full amount of the Improvements as reflected in the construction contract(s), to assure completion of contract work and payment of the costs thereof, free and clear of all claims, liens and encumbrances of subcontractors, laborers, mechanics, suppliers and material men ("Bond"). The required Bonds shall be written by or through, and shall be countersigned by, a licensed Florida agent of the surety insurer in accordance with Florida Statutes.

2. Prior to commencing any improvements, including construction, restoration, and/or repair to the Premises, including the purchase of supplies and/or materials from materialmen and suppliers, and/or before recommencing any such work or repair after a default or abandonment, Lessee shall obtain and deliver to the County, at Lessee's sole cost and expense, a contract completion Bond from the Lessee to the County as security for the completion of and payment for the construction of the Improvements free and clear of all claims of any nature whatsoever in the full amount of the cost of the contracts for construction of the approved Improvements and in all respects in accordance with section 255.05, Florida Statutes. In lieu of a contract completion Bond, the County may accept alternative security in accordance with the provisions of section 255.05, Florida Statutes to provide the Aviation Department with assurance that the Lessee will complete the Improvements. Each Bond required by subsections (1) and (2) shall comply with all applicable laws and the form substantially prescribed by Section 255.05, Florida Statutes, as amended, and in compliance with the applicable requirements of Section 255.05(1)(a) and (c), Section 255.05(3), and Section 255.05(6), and shall name Miami-Dade County, and the Lessee beneficiaries thereof, as joint obligees. Lessee shall be responsible for recording the bonds in the public records of Miami-Dade County, Florida, and providing notice to subcontractors and suppliers, as required by Section 255.05 of the Florida Statutes. Said payment and performance bonds shall be maintained in full force and effect for the duration of any construction and/or repair project.

3. Alternative Security. Alternatively to the Section 255.05 payment and performance Bond, Lessee may: (a) provide the County with an alternate form of security in the form permitted by section 255.05, Florida Statutes, to remain in place until evidence reasonably satisfactory to the County is submitted to demonstrate all contractors performing improvements on the Property have been paid and the improvements have obtained applicable certificates of completion and occupancy; (b)

require that each prime contractor hired by the Lessee to perform work or make improvements on the Premises shall provide a performance bond with a surety insurer authorized to conduct business in the State of Florida as a surety in an amount not less than 100% of the respective contract in a form acceptable to the County to ensure that the construction work shall be completed by the contractor or, on its default, the surety shall name Miami-Dade County as additional obligee and shall meet the specifications set forth below; and (c) require that each prime contractor hired by the Lessee to perform work or make improvements on the Premises shall provide a payment bond with a surety insurer authorized to conduct business in the State of Florida as a surety in an amount not less than 100% of its respective contract in a form acceptable to the County to secure the completion of such prime contractor's work free from all liens and claims of subcontractors, mechanics, laborers and materialmen under such prime contractor and shall name Miami-Dade County as additional obligee and payee. The Alternative Security and the bond shall comply with the requirements of Section 255.05, Florida Statutes, as amended.

If the Lessee provides the Alternative Security, the Lessee shall also comply with the following obligations:

i. Lessee shall obtain a conditional release of lien from each of its prime contractors at the time each progress payment is made.
ii. Lessee shall obtain an unconditional release of lien from each of its prime contractors within five (5) business days after payment is made.
iii. In the event Lessee's contractors claim non-payment, or fail to timely provide unconditional releases of lien within the timeframe stipulated under these terms, the Lessee reserves the right, but not the obligation to:
    a. reduce the amount in question from the cash deposit or security posted until the claim is liquidated; or
    b. appropriate funds for such payment from any cash deposit or security posted and make payment directly to the claimant.

In either of cases above, the Lessee shall within ten (10) business days of the County's notification deposit an amount equal to the reduced/disbursed amount in the County's escrow account or increase the Alternative Security to replenish the original amount of the cash deposit or security posted.

4. Completed Value Builders Risk and/or Installation Floater, issued in the name of the Lessee's contractor, the Lessee, and the County as their interest may appear, in amount(s) not less than 100% of the insurable value of the structural Improvements, covering perils on an "All Risks" basis including windstorm. Policies must clearly indicate that underground structures (if applicable) and materials being installed are covered.

5. Commercial General Liability Insurance as specified in Article 12 (Insurance) herein.

6. Workers Compensation as required by Florida Statutes.

7. Automobile Liability Insurance as specified in Article 12 (Insurance) herein

8. Pollution and Remediation Legal Liability insurance in an amount not less than $2,000,000

covering third party claims, remediation expenses, and legal defense expenses arising from on-site and off-site loss, or expense or claim related to the release or threatened release of Hazardous Materials at the Lessee's Premises.

(B) All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and rated no less than "A-"as to financial strength and no less than Class "VII" as to financial size, in accordance with the A.M. Best Company Insurance Guide, or its equivalent as approved by the MDAD Risk Management Division.

The Lessee shall furnish all required insurance certificates to the County for approval as may be required by the MDAD Risk Management. These certificates shall clearly indicate that the Lessee or its contractors have obtained insurance of the types, amounts and classifications required by these provisions. No material change or cancellation of the insurance shall be effective without a 30-day prior written notice to and approval by the MDAD Risk Management.

4.11 Final and Approved Improvements Costs:

(A) For purposes of verifying Lessee's expenditure of not less than seven million dollars ($7,000,000.00) in design and construction costs of the Improvements on the Premises, within ninety days of completion of construction of the Improvements, the Lessee shall submit to the Finance Division of the Department, a certified audit of the monies actually expended in the design and construction of the Improvements, including all infrastructure and utility facilities (collectively in this agreement, unless specifically stated otherwise, the Improvements), in accordance with the contract documents described above in Article 4.03 (Design of Improvements), prepared by an independent certified public accounting firm (Auditor) approved in advance by the Lessor, which approval shall not be unreasonably withheld, conditioned or delayed. The audit report shall provide a detailed list of all expenditures in the design and construction costs of the Improvements on the Premises. In accordance with Article 4.02 (The Project) and Article 4.11 (Final and Approved Improvement Costs), eligible costs for such Improvements are those costs for project management, any design costs paid by the Lessee which are not attributable to items considered to be non-reimbursable obligations of the Lessee, and construction in accordance with the contract documents and any changes thereto requested by the Lessee and approved by the Lessor, including the costs of required bonds and construction insurance approved Improvement costs. The Lessee shall be responsible for providing documentation of the Improvements on the Premises, including all construction approval documents signed by an approved architect American Institute of Architects (AIA) and financial documents, whereby the Auditor can validate all costs incurred on the Premises and render an opinion in the audit report. Lessor's failure to disapprove the audit submitted by Lessee as required in Article 4.11 within one hundred and twenty (120) days from the date of submission, shall constitute unconditional approval. In the event of any disputes between the Lessor and the Lessee as to whether certain costs are to be included in approved Improvements costs, said dispute(s) shall be submitted to the consulting engineers under the County's Trust Agreement, as defined in Article 19.01 (Incorporation of Trust Agreement by Reference) hereof. The decision of said Consulting Engineers shall be final and binding upon the parties hereto.

(B) Approved Improvements costs, subject to verification under the certified audit process described herein, shall include the actual expenditures as certified under the construction audit for architectural and engineering design, construction, site development, required bonds, construction and liability insurance, construction financing fees and interest, building permit, impact and concurrency fees, and the construction audit, but shall exclude the costs of any other consultant (unless otherwise approved in advance by the County), accountant fees, permanent financing fees or charges, legal fees whether arising out of construction claims or lawsuits or any other matter, interior decorations

(other than standard County approved finishes) special finishes, wall tile or other special wall finishes and coverings, construction photographs, special external and internal lighting and signage, and furniture and other personal property of the Lessee. In the event of any questions as to whether certain costs are to be included in the approved Improvements costs, the County through its consulting engineers shall make a determination and its decision shall be final.

4.12 Temporary Structures:

Trailers or temporary structures used for construction purposes but not for business purposes shall be allowed on the leased Premises during the period of construction of the Improvements subject to all required permitting. All trailers or temporary structures must comply with the Florida Building Code and must be removed prior to or upon the ending of construction. Copies of the building permits shall be submitted to the Department's Project Manager within ten (10) calendar days of issuance to Lessee.

4.13 Review of Construction:

During the construction of the Improvements, the Lessor or its designee shall have the right, but not the obligation, to periodically review the construction and to enter the Premises at reasonable times to inspect the construction for the purpose of ensuring conformity with the contract documents and any changes thereto requested by the Lessee and approved by the Lessor. Failure of the Lessor to make such review or inspection shall not impose any liability on Lessor or the County, nor constitute the Lessor's acceptance of the Improvement as being in accordance with the contract documents and the Lessee's obligations hereunder.

4.14 Tenant Airport Construction Contracts:

The Lessee and the County shall enter into a separate Tenant Airport Construction, Non-reimbursable (TAC-N) contract for the purpose of enabling Lessee to construct facilities or Improvements on the Premises or on the Airport deemed necessary or appropriate for Lessee's use on the Premises. Such contracts shall comply with the Department's TAC-N contract requirements under Article 8.01 (Alterations) and as such requirements may be amended by the Lessor from time to time.

4.15 Standards of Construction; Removal of Improvements at Termination:

The Lessee may construct all Improvements to the standards established by the Lessor from time to time or shall be entitled to use modified standards for its design and construction of Improvements that are to remain in Lessee's name, provided such modified standards for design and construction are first approved by Lessor. For Improvements that remain in the Lessee's name, under Article 4.01(B) (Lessee's Investment), the County may require Lessee to provide a Letter of Credit or alternative form of financing security acceptable to Lessor to assure that the Improvements will be demolished or removed at the termination of this Agreement for any reason. Such Letter of Credit or financing document shall be periodically adjusted, not less than annually, so as to reflect the estimated cost, as of December 31 of the year immediately preceding the year in which the adjustment is made, of demolition or removal of all Improvements on the Premises, whether such Improvements are completed or not.

Unless the parties have otherwise agreed, title to all Improvements made on or under the Premises by Lessee shall revert to the Lessor at the end of the Agreement. Buildings currently titled to the Lessor on the Premises shall remain at all times in the name of the Lessor. No later than the start of the 26th anniversary of the Lease, the Lessor shall

itself or through its consultant engineers inspect all Improvements to determine the soundness of same. No later than 25 years and six months from the Execution date Lessor shall issue to the Lessee a report on the condition of each Improvement to be in effect upon the turnover of each Improvement at the end of the lease. Lessor may require demolition of any or all Improvements.

ARTICLE 5
Maintenance and Repairs by Lessee

5.01 Cleaning:

The Lessee shall, at its sole cost and expense, perform or cause to be performed cleaning services which will at all times keep the Premises clean, neat, orderly, sanitary and presentable. During construction, Lessee shall keep the Premises, understanding that it is an active construction site, in a clean and orderly manner so as to ensure that there is no unreasonable accumulation of such trash, debris, scrap, materials or equipment existing at any time, and shall endeavor to maintain the construction site in a clean, neat, orderly and sanitary condition, with due consideration given to the nature of on-going construction activities. Notwithstanding, Lessee shall use best efforts to ensure that debris from such construction does not pose a hazard to aviation or otherwise pose a risk to aircraft operations and shall take all actions necessary to prevent or resolve such hazards or risks.

5.02 Removal of Trash:

The Lessee shall, at its sole cost and expense, remove or cause to be removed from the Premises all trash and refuse which might accumulate and arise from its use of the Premises and the business operations of the Lessee under this Agreement. Such trash and refuse shall be stored temporarily and disposed of in a manner approved by the Lessor. Further, Lessee shall use best efforts to ensure that trash and refuse does not pose a hazard to aviation or otherwise pose a risk to aircraft operations, and shall take all actions necessary to prevent or resolve such hazards or risks.

5.03 Maintenance and Repairs:

(A) Lessee shall repair and maintain in good condition the Premises and Improvements and alterations thereto, except for those items for which the Lessor is responsible pursuant to Article 6 (Maintenance by Lessor). Such repair and maintenance by the Lessee shall include but not be limited to, the maintenance and repair of the interior walls, interior paint, overhead and personnel doors, hangar doors, windows, equipment, protection bumpers, furnishings, skylights, fixtures, appurtenances, air conditioning systems, replacement of light bulbs, ballasts and tubes and the replacement of all broken glass, and shall repair all damage caused by the Lessee and its employees, agents, independent contractors, patrons, servants trespassers and invitees. Maintenance and repairs shall be of quality and class equal to or better than the original work to preserve the Premises in good order and condition. Such repair and maintenance by the Lessee shall include wildlife attractants mitigation, in accordance with FAA guidance and requirements, of any wet/dry pond area on the Premises, for the Term of the Agreement.

(B) Except as provided in Article 6.01, in no event shall the Lessor be responsible or liable for any maintenance or repair of any Improvement, fixture, equipment, structure, facility, alteration, or addition thereto on the Premises.

(C) Any injury or damage caused by the installation or removal of personal property of the Lessee shall be repaired so as to restore Improvements to their original state, except as such Improvements may have been altered

by the Lessee with the approval of the Lessor pursuant to Article 8.01 (Alteration of Premises and Erection Signs), and to quit and surrender up the Premises in the same good order and condition as it was at the Execution date of this Agreement and upon completion of construction of any Improvement, except for reasonable wear and tear and damage caused by an Act of God; provided however, that such return of the Premises and Improvements in the condition required under this Article 5.03 shall not relieve the Lessee of its obligations for damages to the Premises that may be specifically provided elsewhere in this Agreement.

5.04 Excavation of Land:

No excavation of any of the land shall be made, no soil or earth shall be removed from the Premises, and no well of any nature shall be dug, constructed or drilled on the Premises, except as may be required for environmental monitoring purposes, without the prior written approval by the Lessor. The Lessee shall obtain permission for excavation required for construction pursuant to Article 4 (Development and Improvements to Premises).

5.05 Water and Sewerage System:

Pursuant to Implementing Order (IO) 8-4 and BCC Resolution (Reso. R-129-22), during the development phase, the Lessee at its sole cost, is required to connect to the existing sanitary sewer system prior to the TCO or CO whichever occurs first.

Once connected, the Lessee shall operate and maintain, at its sole cost and expense, all the components of the water and sanitary systems within the boundaries of the Premises. The Lessee shall not make any alterations or modifications to these facilities without the advance written approval of the Lessor.

5.06 Industrial Waste Facilities:

The Lessee shall be fully responsible for all industrial wastes exiting or resulting from Lessee's operations on the Premises and in response thereto shall provide, operate and maintain adequate facilities on the Premises for separating, neutralizing and treating industrial wastes and foreign materials and the proper disposal thereof, in accordance with applicable laws, rules and regulations.

5.07 Grassed Areas and Shrubbery:

The Lessee shall mow the grassed areas and trim the shrubbery on the leasehold regularly so as to maintain the Premises in a neat, orderly and attractive condition. Any land areas not grassed or paved shall be stabilized by the Lessee and the Premises shall be so utilized that use of the same will not cause dust, debris or waste to be blown about or raised so as to be ingested by aircraft or otherwise interfere with or disturb the use or enjoyment of others of their Premises. All landscaping maintenance required hereunder shall be performed in accordance with landscape maintenance standards, as published from time to time by the Lessor.

5.08 Inspections:

The Lessor and/or its designated representatives shall have the right, during normal working hours, to inspect the Premises to identify those items of maintenance, repair, replacement, modification and refurbishment required of the Lessee to keep the Premises in good order and condition. The Lessee shall perform all corrective work required of it, identified in such inspection(s) within 30 days of receipt of written notice from the Lessor; provided, however that if

such corrective work cannot be reasonably accomplished within a 30-day period then the Lessee shall commence the corrective work within that 30 days' notice and diligently prosecute the same to completion. Failure to complete the corrective work as provided above, may result in the Lessor instituting the remedies set forth in Article 5.09 or may constitute a default pursuant to Article 13. Trash and debris problems shall be corrected within 24 hours following receipt of either oral or written notice from the Lessor. Failure of the Lessor to inspect as aforementioned shall not impose any liability on the Lessor.

5.09 Failure to Maintain:

If it is determined by the Lessor that the Lessee has failed to properly clean, remove trash and debris, maintain, repair, replace and refurbish the Premises as required by this Article 5 (Maintenance and Repairs by Lessee), the Lessor shall provide to the Lessee a list of deficiencies, reflecting the amount of time to be reasonably allowed for the Lessee to correct same. If the Lessee fails to correct such deficiencies within the time allowed, the Lessor, in addition to its right to terminate upon the giving of notice pursuant to section 13.03, shall provide notice of intent to perform repairs or cleanup and may enter upon the Premises and perform all work, which, in the judgment of the Lessor, may be necessary and the Lessor shall add the cost of such work, plus 25% for administrative costs, to the rent due hereunder on the first day of the month following the date of such work, and such cost shall be and constitute a part of the rent. Subsequent to receipt of the further notice of intent to perform repairs or cleanup from the Lessor, the Lessee shall not undertake performance of such repairs or cleanup without specific prior written authorization from the Lessor.

5.10 Building Recertification 30/40/50 Year:

The Lessee shall be responsible for the 30-year recertifications and any subsequent recertification thereafter required by law throughout the term of the lease.

ARTICLE 6
Maintenance by Lessor

6.01 Lessor Maintenance:

The Lessor shall maintain the existing water and storm water drainage facilities that lie outside the boundaries of the Premises.

6.02 Lessor's Limited Obligation for Other Maintenance:

Lessor shall have no obligation for maintenance or repair of any additional development facility, building, Improvement, or ground areas within the Premises.

6.03 Maintenance of Airport Facilities:

Throughout the term of this Agreement, the County shall maintain the Airport so that Lessee may make use of the Airport for the purposes stated in Article 2 (Use of Premises) and subject to Article 6.04 below.

6.04 County Maintenance Subject to Certain Conditions:

Such maintenance by the County may be subject to interruption caused by repairs, strikes, lockouts, labor controversies, inability to obtain, fuel, power or parts, accidents, breakdowns, catastrophes, national or local emergencies, acts of God, and other conditions beyond the control of the County. Upon any such happening, the Lessee shall have no claim for damages for the County's failure to furnish or to furnish in a timely manner any such maintenance; provided, however, that the Lessor, in its sole discretion, may provide a rent abatement for that portion of the Premises rendered unusable for the period of time that the County is unable to make the repairs required by Article 6.01(Lessor Maintenance). The County shall exercise reasonable diligence to remedy and/or cure any such interruptions; to the extent such interruptions are within the County's control.

ARTICLE 7
Regulations, Licenses and Permits

7.01 Rules and Regulations:

The Lessee shall comply with all Ordinances and requirements of (i) the County, including but not limited to Chapter 25 of the Code of Miami-Dade County, Administrative Orders, Operational Directives issued thereunder, and Miami-Dade County Implementing Order 04-125 and (ii) all additional laws, statutes, ordinances, regulations, requirements, and rules of the Federal, State and County Governments, and any and all plans and programs developed in compliance therewith, as all of the foregoing may be promulgated and amended from time to time, which may be applicable to its operations or activities under this Agreement, specifically including, without limiting the generality hereof, Federal air and safety laws and regulations and Federal, State and County environmental laws hazardous waste and materials and natural resources laws, local labor and wage requirements, regulations and permits.

The Lessee further agrees that the substance of this entire Article 7, inclusive of all sub-articles contained herein, shall be included in every sublease, contract, and other agreement, which the Lessee may enter into related to its operations and activities under this Agreement and that any such sublease, contract and other agreement shall specifically provide that "Miami-Dade County, Florida is a third-party beneficiary of this and related provisions." This provision shall not constitute a waiver of any other conditions of this Agreement prohibiting or limiting assignments, subletting, or subcontracting. This provision as to Lessee's liability hereunder shall survive the expiration or early termination of this Agreement.

The Lessee acknowledges that there are burrowing owls at TMB. There may be burrowing owls located on the leased premises as of the Effective Date. The Lessor shall mark the known location of the owls prior to the Lessee's use of the leased premises and the Lessee shall not disturb the owls' habitat(s) in the airport including those on the leased premises.

7.02 Violations of Rules and Regulations:

The Lessee agrees to pay on behalf of the County any penalty, assessment or fine, issued against the County, or to defend in the name of the County any claim, assessment or civil action, which may be presented or initiated by any agency or officer of the Federal, State or County governments, based in whole or substantial part upon a claim or allegation that the Lessee, its agents, employees or invitees, have, during the term of this Agreement or any extension hereof or any holdover period of occupancy of the Premises by the Lessee, violated any law, ordinance, regulation, rule or directive described in Sub-Article 7.01 (Rules and Regulations) above or any plan or program developed in

compliance therewith. This provision as to the Lessee's liability hereunder shall survive the expiration or early termination of this Agreement.

7.03 Permits and Licenses.

The Lessee expressly covenants, warrants and agrees that it at its sole cost and expense, shall be liable and responsible for obtaining, paying for, maintaining on a current basis, and fully complying with, any and all permits, licenses and other governmental authorizations, however designated, as may be required, at any time throughout the entire term of this Agreement, by any Federal, State, or County governmental entity or any judicial body having jurisdiction over the Lessee or the Lessee's operations and activities, for any activity of the Lessee conducted on the Premises and for any and all operations conducted by the Lessee, including insuring that all legal requirements, permits and licenses necessary for or resulting, directly or indirectly, from the Lessee's operations and activities on the Premises have been obtained and are being fully complied with. Such permits and licenses shall include, but not be limited to, a Certificate of Use and Occupancy and any required Industrial Waste or Operating Permits from the Miami-Dade County Regulatory and Economic Resources Department (RER). Prior to occupancy of the Premises and commencement of operations under this Agreement, the Lessee shall provide to the Lessor evidence that it has obtained the Certificate of Use and Occupancy and, as applicable, the appropriate operating Waste Permit(s). Upon written request of the Lessor, the Lessee shall provide to the Lessor copies of any permits and licenses, approvals and applications therefore, which the Lessor may request.

7.04 Penalties, Assessments and Fines.

The Lessee agrees to pay on behalf of the Lessor any penalty, assessment or fine issued against the Lessor, or to defend in the name of the Lessor any claim, assessment or civil action, which may be presented or initiated by any agency or officer of the Federal, State or County governments, based in whole or substantial part upon a claim or allegation that the Lessee, its agents, employees, invitees, or trespassers have violated any law, ordinance, regulation, rule or directive described in Article 7.01 (Rules and Regulations) above or any plan or program developed in compliance therewith.

7.05 Compliance with Responsible Wages and Benefits for County Construction Contracts (Implementing Order #3-24):

The Lessee is aware of the policy of Miami-Dade County that in all leases of County-owned land which provide for privately funded construction Improvements thereon whose construction costs are greater than or equal to $5 million dollars, or construction Improvements where any portion of which are financed by any federal, state or local governmental entity or by bonds issued by such entities, including the Industrial Development Authority (IDA), the Lessee shall include the requirements of the Responsible Wages Ordinance codified as Section 2-11.16 of the Miami-Dade County Code, as well as Implementing Order #3-24 in all applicable construction contracts. Lessee agrees to comply with all applicable provisions of such ordinance and implementing order.

7.06 Other Programs:

The Lessee is bound by the current terms of the County's Community Business Enterprise (CBE) Program applicable to architects and engineers under Section 2-10.4.01 of Miami-Dade County's Code, the Community Small Business Enterprise (CSBE) Program for construction activities under Section 10-33.02, the Living Wage Ordinance under Section 2-8.9, the Art in Public Places (AIPP) Program under Section 2-11.15, the ordinance referred to as the "Little

Davis-Bacon Ordinance" under Section 2-11.16, and any other program of the County made applicable to the Lessee's activities hereunder, as such programs, ordinances, or code provisions may be amended from time to time, Lessee agrees to comply with such applicable provisions as well as any Implementing Orders and other directives issued by the County relating to such Programs.

7.07 Art in Public Places:

Lessee is also required to comply with the Art in Public Places (APP) provisions of the Miami-Dade County Code and Administrative Order, as managed by the Miami-Dade County Department of Cultural Affairs (Department of Cultural Affairs) pursuant to Procedure 358 in the Miami-Dade County Procedures Manual (Procedures Manual). The Lessee/Developer shall transmit 1.5% of the Project costs for all development on County land (as outlined in the Procedures Manual) to the Miami-Dade Aviation Department to be deposited in the Aviation Art in Public Places Trust Account for the implementation of the APP program. The Lessee/Developer is required to work collaboratively with the Department of Cultural Affairs on the implementation of the APP program pursuant to the requirements of said program. The referenced documents can be accessed at:

https://library.municode.com/fl/miami_-_dade_county/codes/code_of_ordinances
http://www.miamidade.gov/ao/home.asp?Process=alphalist
http://intra.miamidade.gov/managementandbudget/library/procedures/358.pdf

ARTICLE 8
Alteration of Premises and Erection of Signs

8.01 Alterations:

The Lessee shall not alter the Premises in any manner whatsoever without the prior written approval of the Lessor. In the event the Lessee is given approval to make any alterations to the Premises, the Lessee shall fully comply with the terms and conditions of the approval document, the applicable Tenant Airport Construction (TAC) requirements either Non-reimbursable or Reimbursable as may be amended from time to time, of the Department's TAC Program in effect (inclusive of all applicable County programs), Article 7 (Regulations, Licenses and Permits), such programs may include, but shall not be limited to: (i) the County's Community Business Enterprise (CBE) Program applicable to architects and engineers under Section 2-10.4.01 of Miami-Dade County's Code; (ii) the Community Small Business Enterprise (CSBE) Program for construction activities under Section 10-33.02 of Miami-Dade County's Code; (iii) the Living Wage Ordinance under Section 2-8.9 of Miami-Dade County's Code; (iv) the Art in Public Places (AIPP) Program under Section 2-11.15 of Miami-Dade County's Code; (iv) the Responsible Wages Ordinance under Section 2-11.16 of Miami-Dade County's Code; (v) Residents First Training and Employment Program under Section 2-17 of Miami-Dade County's Code; (vi) Employ Miami-Dade under Administrative Order (AO) IO 3-63; and any other program of the County applicable to the Lessee's alteration activities hereunder, as such programs, ordinances, or code provisions may be amended from time to time.

The Lessee shall comply with such applicable provisions as well as any Administrative and/or Implementing Orders and other directives issued by the County relating to such programs. The Lessee's failure to do so shall constitute a default pursuant to Article 13.03 (Other Defaults) hereof. The Lessee shall be responsible for the removal of installed wiring and/or piping, equipment, and/or furnishings, and/or other personal property at the expiration or termination of this Agreement as may be required by the Lessor.

8.02 Removal of Alterations:

Any alterations pursuant to Article 8.01 (Alterations of Premises and Erection of Signs) above constructed or installed by the Lessee at its sole expense, including signage and telecommunications equipment, that can be removed from the premises and Improvements without materially damaging, altering, or altering the use of the premises and Improvements shall be considered the personal property of the Lessee and may be removed and or replaced by the Lessee in accordance with the TAC requirements at any time during the term. All other Improvements shall become a part of the Premises and Improvements and shall become the property of the County upon expiration of the Term, or the earlier termination of this Agreement; provided, however, that in the case of any Improvements which were constructed, installed, added or altered with proceeds of tax-exempt financing, such Improvements shall immediately vest in the County or the entity providing such financing, if the financing documents so provide, and shall be deemed to be the property of the County or such entity upon their construction, installation or other implementation, subject, however, to all of Lessee's rights under this Agreement. The Lessee hereby reserves the right to remove any item of a non-leased nature, including but not limited to personal property, at any time during the term and upon termination of the Agreement.

8.03 Signage:

The Lessee shall not erect, maintain or display any identifying signs or any advertising matter, of any type or kind which is visible to the public, without prior written approval of the Lessor. In the event the Lessor changes the graphics system for the identification of lessees at the Airport, the Lessee agrees, if required by the Lessor, to change, at its sole cost, any of its identification signs necessary to comply with such graphics system.

ARTICLE 9
Environmental Compliance

9.01 Definitions:

For purposes of this Agreement, the following additional definitions apply:

(A) "Baseline Environmental Conditions" means the presence or release of Hazardous Materials, at, on, under, or from the Premises prior to Lessee's Occupancy Date, the presence or release of which was not caused by the Lessee or the Lessee's agents, employees, contractors, invitees or trespassers. Solely for the purposes of this Agreement, it shall be presumed that the Baseline Environmental Conditions consist of the conditions identified in any existing (as of the date of this Agreement) Miami-Dade County maintained records, including contamination assessment reports and any other technical reports, data bases, remedial action plans, or the presence, discharge, disposal or release of any other Hazardous Materials originating prior to the Execution Date that comes to be located on the Premises and not caused by the County, the Lessee or the Lessee's agents, employees, contractors, invitees or trespassers.

(B) "Environmental Claim" means any investigative, enforcement, cleanup, removal, containment, remedial or other private, governmental or regulatory action at any time threatened, instituted or completed pursuant to any applicable environmental requirement, against Lessee with respect to its operations at Miami Executive Airport or against or with respect to its operations at Miami Executive Airport or against or with respect to the Premises or any condition, use or activity on the Premises (including any such action against County), and any claim at any time

threatened or made by any person against Lessee with respect to its operations at Miami Executive Airport or against or with respect to the Premises or any condition, use or activity on the Premises (including any such claim against County), relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or in any way arising in connection with any Hazardous Material or any applicable environmental requirement.

(C) "Environmental Law" means any applicable federal, state or local law, statute, ordinance, code, rule, or regulation, or license, authorization, decision, order, injunction, or decree, any of which may be issued by a judicial or regulatory body of competent jurisdiction, or rule of common law including, without limitation, actions in nuisance or trespass, and any judicial or agency interpretation of any of the foregoing, which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground or air or water or noise pollution or contamination, and underground or aboveground tanks) and shall include without limitation, the Solid Waste Disposal Act, 42 U.S.C. § 6901 *et seq.*; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C § 9601 *et seq.* ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Hazardous Materials Transportation Act 49 U.S.C. § 1801 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C.§ 1251 *et seq.*; the Clean Air Act 42 U.S.C. § 7401 *et seq.*; the Toxic Materials Control Act 15 U.S.C. § 2601 *et seq.*; the Safe Drinking Water Act, 42 U.S.C. § 300f *et seq.*; Chapters 403, 376 and 373, Florida Statutes; Chapters 24 and 25 of Miami-Dade County Code, and any other applicable local, state or federal environmental statutes, codes, or ordinances, and all rules, regulations, orders and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

(D) "Environmental Requirement" means any Environmental Law, or any agreement or restriction entered into or applicable by law (including but not limited to any condition or requirement imposed by any insurance or surety company), as the same now exists or may be changed or amended or come into effect in the future, which pertains to health, safety, any Hazardous Material, or the environment, including but not limited to ground or air or water or noise pollution or contamination, and underground or aboveground tanks.

(E) "Hazardous Material" means any substance, whether solid, liquid or gaseous, which is listed, defined or regulated as a hazardous substance, a hazardous waste or pesticide, or otherwise classified as hazardous or toxic, in or pursuant to any applicable Environmental Requirement; or which is or contains asbestos, radon, any polychlorinated biphenyl, urea formaldehyde foam insulation, explosive or radioactive material, or motor fuel or other petroleum hydrocarbons; or which causes or poses a threat to cause contamination or a nuisance on the Premises, any adjacent Premises or a hazard to the environment or to the health or safety of persons on the Premises or Other Airport Property.

(F) "Initial Construction Period" means for any lease which contemplates construction or renovation for Premises not previously occupied in whole or in part by the Lessee under this Agreement and/or any previous Agreement, a period of time not to exceed six (6) months commencing with the date on which the Lessee breaks ground on the Premises for construction of foundations or commences such renovation.

(G) "Occupancy Date" means the date the Lessee first entered, occupied or took possession of the Premises under any written or verbal agreement.

(H) "On" or "in" when used with respect to the Premises or any premises adjacent to the Premises, means "on, in, under, above or about."

(I) "Other Airport Property" means property on the Airport occupied or used by Lessee, or upon which Lessee performs operations, but which is not subject to a lease, sublease or other legal agreement governing the terms of Lessee's occupation, use or operations at such property.

(J) "Recognized Environmental Condition" shall have the meaning set forth in ASTM E 1527-05, Section 1.1.1, as such provision may be amended or superseded from time to time.

(K) "Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment.

(L) "Remediation" means any investigation, clean-up, removal action, remedial action, restoration, repair, response action, corrective action, monitoring, sampling and analysis, installation, reclamation, closure, or post-closure in connection with the suspected, threatened or actual release of Hazardous Materials.

(M) "Trespassers" means third parties who have entered the Premises and whose actions while on the Premises have resulted in Release of Hazardous Materials directly onto the Premises. Notwithstanding the foregoing, for purposes of this Agreement, Trespassers shall not include those third parties whose actions took place off of the Premises and which resulted in the presence of Hazardous Materials on the Premises due to the migration of Hazardous Materials from that off-Premises location.

9.02 Lessee's Acceptance of the Risks and Condition of Premises As-Is:

The Lessee agrees that the Premises shall be leased and delivered to the Lessee in its current "as-is/with all faults" condition. The Lessee hereby, warrants, covenants, agrees, and acknowledges that:

(A) Hazardous Materials may be present on the Premises and Other Airport Property.

(B) Under Article 9.05 (Lessee Audit) below, the Lessee is provided the opportunity to conduct an independent investigation of the Premises and the physical condition thereof, including the potential presence of any Hazardous Materials on or about the Premises. The Lessee's report on the investigation, if any such report shall be prepared shall be provided to the County. Whether the Lessee conducts such an investigation or not, the Lessee is willing to proceed with this Agreement notwithstanding the environmental conditions of the Premises and surrounding areas subject to the Lessee's right to terminate this Agreement as otherwise provided herein.

(C) Because of the possible presence of environmental contaminants on the Premises or other Airport property, the County has made no express, implied, or other representations of any kind with respect to the suitability or usability of the Premises or other Airport Property, or any Improvements appurtenant thereto, including, without limitation, the suitability or usability of any building materials, building systems, soils or groundwater conditions (due to the presence of Hazardous Materials in, on, under, or about the Premises or other Airport property), for the Lessee's proposed or intended use, and the Lessee has relied solely on the Lessee's own inspection and examination of such matters.

(D) The Lessee expressly assumes the risk that Hazardous Materials that are or may be present on the Premises at the Execution Date of this Agreement may affect the suitability or usability of the Premises for Lessee's proposed or intended use. Lessee agrees that, except for any other discharge, disposal or release of Hazardous Materials or violation of Environmental Requirements, caused by County, its agents, employees or contractors,

County shall have no responsibility or liability with respect to any Hazardous Materials on the Premises. Notwithstanding the foregoing, in no event shall the County be liable to the Lessee for damages relating to physical or personal injury, business interruptions relocation costs or any other cost (other than a cost for which the County is liable under this Article 9) resulting from the presence of Hazardous Materials on the Premises at any time during this Agreement.

9.03 Responsibilities for Hazardous Materials:

The Lessee agrees that Premises is being leased in its current "as-is/with all faults" condition in its entirety" and Lessor has no financial obligation or responsibility to offset any environmental remediation required to allow construction on site. Further, Lessee acknowledges that there may be drainage issues on site that Lessee will remediate at their own expense. Lessee hereby warrants, covenants, agrees and acknowledges that:

(A) Hazardous Materials may be present on the Premises and Other Airport Property.

(B) Under Article 9.05 below, Lessee is provided the opportunity to conduct an independent investigation of the Premises and the physical condition thereof, including the potential presence of any Hazardous Materials on or about the Premises. Whether Lessee has conducted such an investigation or not, Lessee is willing to proceed with this Agreement notwithstanding the environmental conditions of the premises or the properties surrounding the premises, subject to Lessee's right to terminate this Agreement as otherwise provided herein.

(C) Because of the possible presence of environmental contaminants on the Premises or other Airport property, County has made no express, implied, or other representations of any kind with respect to the suitability or usability of the Premises or other Airport Property, or any Improvements appurtenant thereto, including, without limitation, the suitability or usability of any building materials, building systems, soils or groundwater conditions (due to the presence of Hazardous Materials in, on, under, or about the Premises or other Airport property), for Lessee's proposed or intended use, and Lessee has relied solely on Lessee's own inspection and examination of such matters. For this reason, Lessee acknowledges that it shall not rely on any documents or reports that may be provided by the County.

(D) Lessee expressly assumes the risk that Hazardous Materials that are or may be present on the Premises at the Execution of this Agreement may affect the suitability or usability of the Premises for Lessee's proposed or intended use. Lessee agrees, County shall have no responsibility or liability with respect to any Hazardous Materials on the Premises. Notwithstanding the foregoing, in no event shall County be liable to Lessee for damages relating to physical or personal injury, business interruptions relocation costs or any other cost resulting from the presence of Hazardous Materials on the Premises at any time during this Agreement.

(E) Lessee accepts Premises "as is" and will be responsible for any and all costs associated with remediation efforts.

9.04 Intentionally Left Blank:

9.05 Lessee Audit:

The Lessee, at its sole cost and expense, may conduct an environmental inspection of the Premises (the "Lessee Audit"), through an independent environmental consultant approved in writing by County, such approval not to be unreasonably withheld or delayed. If the Lessee elects to conduct a Lessee Audit, it shall furnish County a copy of the Lessee Audit within thirty (30) days of Lessee's receipt of the Lessee Audit. The purpose of the Lessee Audit is to determine whether there are present on the Premises any Recognized Environmental Conditions not identified in any previous audits, or any contamination assessment reports or remedial action plans, to the extent any such documents exist. Within thirty (30) days of receipt of such Lessee Audit, the County shall notify the Lessee if it disputes the Recognized Environmental Conditions or the delineation of any subsurface conditions described in the Lessee Audit. If the Lessee Audit reveals any Recognized Environmental Conditions or delineates any subsurface contamination not disclosed in any contamination assessment reports, or remedial action plans, then, except to the extent that the Lessee previously occupied the Premises, the County, at its option, shall: (i) allow the Lessee to terminate the Agreement, without penalty, within sixty (60) days of receipt of such notice or dispute from the County; or (ii) allow the Lessee the ability to remediate all environmental conditions identified in the Lessee Audit. If the Lessee elects not to terminate, the Lessee's failure to terminate shall constitute a waiver of the Lessee's rights to terminate its obligations under this Agreement as to any findings in such Lessee Audit.

9.06 Environmental Maintenance of Premises:

The Lessee shall, at its sole cost and expense, keep, maintain and use the Premises, and operate within the Premises at all times, in compliance with all applicable Environmental Laws, and shall maintain the Premises in good and sanitary order, condition, and repair.

9.07 Lessee's Use of Hazardous Materials:

The Lessee shall submit a complete list of all Hazardous Materials which the Lessee currently intends to use on the Premises, during the term of the Agreement, which have been approved by the County, and the use, storage and transportation of which on or about the Premises shall not be subject to County's approval or objections. The Lessee shall not use, store, generate, treat, transport, or dispose of any Hazardous Material on the Premises or Other Airport Property without first providing the County thirty (30) days written notice prior to bringing such Hazardous Material upon the Premises. To the extent certain Hazardous Materials are needed to be used by the Lessee on a non-routine basis, such as for emergency repairs, the Lessee may provide such notice within twenty-four (24) hours of bringing such Hazardous Material upon the Premises. Notwithstanding the foregoing, County may object to the use of any previously-approved Hazardous Material should County reasonably determine that the continued use of the Hazardous Material by the Lessee presents a material increased risk of site contamination, damage or injury to persons, Premises, resources on or near the Premises of Other Airport Property, or noncompliance due to a change in regulation of such Hazardous Material under applicable Environmental Law. Upon County's objection, the Lessee shall immediately remove the Hazardous Material from the Premises or surrounding areas. This Article 9.07 shall not apply to Hazardous Materials which are not used, generated, treated or disposed of by the Lessee but which are otherwise transported by the Lessee solely in the course of the Lessee's business, such as cargo, and for which Lessee has no knowledge as to the identity of such Hazardous Materials prior to such transport. County's objection or failure to object to the use, storage, generation, treatment, transportation, or disposal of Hazardous Material under this paragraph, or the exclusion of certain Hazardous Materials under this paragraph, shall not limit or affect Lessee's obligations under this Agreement, including Lessee's duty to remedy or remove releases or threatened releases; to comply with applicable Environmental Law and/or Environmental Requirements relating to the use, storage,

generation, treatment, transportation, and/or disposal of any such Hazardous Materials; or to indemnify County against any harm or damage caused thereby. The Lessee shall promptly and completely answer periodic questionnaires from the County concerning the Lessee's practices regarding the generation, use, storage, and disposal of Hazardous Materials under this Agreement.

9.08 Entry by County:

(A) Notwithstanding any other right of entry granted to the County under this Agreement, and subject to the requirements set forth in Article 9.08(B), MDAD shall have the right, at its own expense and upon reasonable notice, to enter the Premises or to have consultants enter the Premises throughout the term of this Agreement for the purposes of: (1) determining whether the Premises are in conformity with applicable Environmental Law; (2) conducting an environmental review or investigation of the Premises; (3) determining whether the Lessee has complied with the applicable environmental requirements of this Agreement; (4) determining the corrective measures, if any, required of the Lessee to ensure the safe use, storage, and disposal of Hazardous Materials; or (5) removing Hazardous Materials (except to the extent used, stored, generated, treated, transported, or disposed of by the Lessee in compliance with applicable Environmental Requirements and the terms of this Agreement). Lessee agrees to provide access and reasonable assistance for such inspections. MDAD shall use its best efforts to reasonably minimize interruptions of business operations on the Premises.

(B) Such inspections may include, but are not limited to, entering the Premises or adjacent property with drill rigs or other machinery for the purpose of obtaining laboratory samples of environmental conditions or soil or groundwater conditions. The Lessee shall have the right to collect split samples of any samples collected by MDAD. MDAD shall not be limited in the number of such inspections during the term of this Agreement. MDAD will conduct such inspections during Lessee's normal business hours, however MDAD may conduct such inspections in other than normal business hours if the circumstances so require. For inspections conducted by MDAD, MDAD agrees to provide the Lessee with reasonable notice (not less than twenty-four (24) hours) prior to inspecting the Premises; provided however, that such notice period shall not apply under circumstances in which MDAD reasonably determines that there exists an immediate threat to the health, safety, or welfare of any persons. Based on the results of such inspections, should MDAD reasonably determine that Hazardous Materials have been released, discharged, stored, or used on the Premises in violation of the terms of this Agreement, the Lessee shall, in a timely manner, at its expense, remove such Hazardous Materials in a manner not inconsistent with applicable Environmental Law and otherwise comply with the reasonable recommendations of MDAD and any regulatory authorities related to the results of such inspections. The right granted to MDAD herein to inspect the Premises shall not create a duty on MDAD's part to inspect the Premises, nor liability of MDAD for the Lessee's use, storage, or disposal of Hazardous Materials, it being understood that the Lessee shall be solely responsible for all liability in connection therewith. MDAD shall provide the results of such inspections to the Lessee in a timely manner if requested to do so in writing. Nothing herein shall be construed to limit, restrain, impair or interfere with County's regulatory authority to conduct inspections and/or the manner in which it conducts such inspections. The Lessee shall not be liable or otherwise responsible for any property damage to the Premises or injury to any person caused by County, its agents or consultants during County's inspection under this Section 9.08.

9.09 Permits and Licenses:

The Lessee warrants that it will secure at the times required by issuing authorities all applicable permits or approvals that are required by any governmental authority having lawful jurisdiction to enable the Lessee to conduct its obligations under this Agreement. Upon written request, the Lessee shall provide to County copies of all permits,

licenses, certificates of occupancy, approvals, consent orders, or other authorizations issued to the Lessee under applicable Environmental Requirements, as they pertain to the Lessee's operations on or use of the Premises or Other Airport Property.

9.10 Notice of Discharge to County:

(A) In the event of: (i) the happening of any material event involving the spill, release, leak, seepage, discharge or clean-up of any Hazardous Material on the Premises or Other Airport Property in connection with the Lessee's operation thereon; or (ii) any written Environmental Claim affecting the Lessee from any person or entity resulting from the Lessee's use of the Premises or Other Airport Property, then the Lessee shall immediately notify the County orally within twenty-four (24) hours and in writing within three (3) business days of said notice. If the County is reasonably satisfied that the Lessee is not promptly commencing the response to either of such events, the County shall have the right but not the obligation to enter onto the Premises or to take such other actions as it shall deem reasonably necessary or advisable to clean up, remove, resolve or minimize the impact of or otherwise deal with any such Hazardous Material or Environmental Claim following receipt of any notice from any person or any entity having jurisdiction asserting the existence of any Hazardous Material or an Environmental Claim pertaining to the Premises, which if true, could result in an order, suit or other action against the County. If the Lessee is unable to resolve such action in a manner which results in no liability on the part of the County, all reasonable costs and expenses incurred by the County shall be deemed additional rent due the County under this Agreement and shall be payable by the Lessee upon demand.

(B) With regard to any reporting obligation arising out of the Lessee's operations or during the Agreement, Lessee shall timely notify the State of Florida Department of Environmental Protection, Miami-Dade County Department of Regulatory and Economic Resources, and the United States Environmental Protection Agency, as appropriate, with regard to any and all applicable reporting obligations while simultaneously providing written notice to County.

(C) Within sixty (60) days of the Execution Date, the Lessee shall submit to County an emergency action plan/contingency plan setting forth in detail Lessee's procedures for responding to spills, releases, or discharges of Hazardous Materials. The emergency action plan/contingency plan shall identify the Lessee's emergency response coordinator and the Lessee's emergency response contractor.

9.11 Reports to County:

For any year in which any Hazardous Materials have been used, generated, treated, stored, transported or otherwise been present on or in the Premises, (or on or in other Airport property for purposes related to the Lessee's operations on the Premises), the Lessee shall provide County with a written report listing: the Hazardous Materials which were present on the Premises or other Airport property; all releases of Hazardous Material that occurred or were discovered on the Premises or other Airport property and which were required to be reported to regulatory authorities under applicable Environmental Laws; all enforcement actions related to such Hazardous Materials, including all, consent agreements or other non-privileged documents relating to such enforcement actions during that time period. In addition, the Lessee shall provide the County with copies of any reports filed in accordance with the Emergency Planning and Community Right to Know Act (EPCRA) and shall make available for review upon request by the County copies of all manifests for hazardous wastes generated from operations on the Premises. The Lessee shall provide the report required under this section to the County by April 1 of each year for the preceding calendar year.

9.12 Periodic Environmental Audits:

Lessee shall establish and maintain, at its sole expense, a system to assure and monitor its continued compliance on the Premises with all applicable Environmental Laws, which system shall include, no less than once each year a detailed review of such compliance by such consultant or consultants as County may approve, which approval shall not be unreasonably withheld, delayed or conditioned. Alternatively, if the Aviation Department approves, which approval shall not be unreasonably withheld, delayed, or conditioned, such Environmental Audit may be conducted by Lessee's personnel but in either case Lessee shall provide County with a copy or summary of its report of its annual Environmental Audit, or another recognized format approved by County. If the Environmental Audit indicates any unresolved violation of any applicable Environmental Law and/or Environmental Requirements, Lessee shall, at the request of County, provide a detailed review of the status of any such violation within thirty (30) days of the County's request.

9.13 Remediation of Hazardous Material Releases:

(A) If the Lessee or Lessee's agents, employees, contractors, invitees or trespassers cause any Hazardous Materials to be released, discharged, or otherwise located on or about the Premises or Other Airport Property during the term of this Agreement ("Hazardous Material Release"), the Lessee shall promptly take all actions, at its sole expense and without abatement of rent, as are reasonable and necessary to return the affected portion of the Premises or Other Airport Property and any other affected soil or groundwater to their condition existing prior to the Hazardous Material Release in a manner not inconsistent with applicable Environmental Law. County shall have the right to approve all such remedial work, including, without limitation: (i) the selection of any contractor or consultant Lessee proposes to retain to investigate the nature or extent of such Hazardous Material Release or to perform any such remedial work; (ii) any reports or disclosure statements to be submitted to any governmental authorities prior to the submission of such materials; and (iii) any proposed remediation plan or any material revision thereto prior to submission to any governmental authorities. The County's approvals shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, County's prior consent shall be not be necessary if a Hazardous Material Release poses an immediate threat to the health, safety, or welfare of any persons and, despite Lessee's best efforts, it is not practicable to obtain County's consent before taking remedial action to abate such immediate threat, provided that: (a) Lessee shall notify County as soon as possible and shall thereafter obtain County's consent as otherwise provided in this paragraph; and (b) Lessee shall take only such action as may be necessary or appropriate to abate such immediate threat and shall otherwise comply with the provisions of this paragraph. In addition to any rights reserved by County in this Agreement, County shall have the right, but not the obligation, to participate with Lessee, Lessee's consultants and Lessee's contractors in any meetings with representatives of the governmental authorities and Lessee shall provide County reasonable notice of any such meetings. All remedial work shall be performed in compliance with all applicable Environmental Laws. The County's consent to any remedial activities undertaken by Lessee shall not be withheld so long as County reasonably determines that such activities will not cause any material adverse long-term or short-term effect on the Premises, or other adjoining property owned by County.

(B) To assist the Aviation Department in responding to Hazardous Materials spills in or Airport property reasonably close to the Premises used by Lessee, Lessee shall make Lessee's remediation equipment and personnel available for such emergency remediation activity. However, Lessee may provide such assistance only at the direct request of the Aviation Department and only if Lessee's remediation equipment is intended to be utilized for the Hazardous Material spill at issue and only if Lessee's personnel have been trained to respond to the Hazardous Material spill at issue. If Lessee is directed to perform any remedial work under this Article 9.14(B) for which it is later determined that Lessee is not responsible, the Aviation Department shall reimburse Lessee for all costs associated

with or arising out of Lessee's performance of such remedial work. Lessee shall cooperate with the Aviation Department in any subsequent effort by the Aviation Department to recover from the responsible parties all costs involved with the remediation effort that utilized Lessee's equipment and personnel. Lessee shall perform all such work in its own name in accordance with applicable laws. Lessee acknowledges that the County's regulatory power in this regard is independent of the County's contractual undertakings herein, and nothing herein shall affect the County's right in its regulatory capacity to impose its environmental rules, regulations, and authorities upon the Lessee in accordance with the law.

(C) In the event Lessee fails to perform its obligations in Article 9.13(A) above, and without waiving its rights hereunder, County may, at its option, perform such remedial work as described in Article 9.13(A) above, and thereafter seek reimbursement for the costs thereof. In accordance with this Article 9, Lessee shall permit County or its designated representative access to the Premises areas to perform such remedial activities.

(D) Whenever County has incurred costs described in this section as a result of the failure of Lessee to perform its obligations hereunder, Lessee shall, within thirty (30) days of receipt of notice thereof, reimburse County for all such expenses together with interest at the rate of 1 ½ % per month on the outstanding balance commencing on the thirty-first day following Lessee's receipt of such notice until the date of payment.

(E) To the extent of Lessee's responsibility under this Article and without limiting its obligations under any other paragraph of this Agreement, the Lessee shall be solely and completely responsible for responding to and complying with any administrative notice, order, request or demand, or any third party claim or demand relating to potential or actual Hazardous Materials contamination on the Premise. The Lessee's responsibility under this paragraph includes but is not limited to responding to such orders on behalf of County and defending against any assertion of County's financial responsibility or individual duty to perform under such orders. The Lessee shall assume, pursuant to the indemnity provision set forth in this Article 9, any liabilities or responsibilities which are assessed against County in any action described under this paragraph.

(F) In addition to the County's right to perform such remedial work and thereafter seek reimbursement from Lessee, County shall have the right to immediately terminate this Agreement should Lessee fail to promptly take all actions, at its sole expense and without abatement of rent, as are reasonable and necessary to return the affected portion of the Premises or Other Airport Property and any other affected soil or groundwater to their condition existing prior to the Hazardous Material Release in a manner not inconsistent with applicable Environmental Law.

9.14 Indemnity:

The Lessee shall indemnify, defend (with counsel reasonably satisfactory to County), and hold County, its directors, officers, employees, agents, assigns, and any successors to the County's interest in the Premises, harmless from and against any and all loss, cost, damage, expense (including reasonable attorneys' fees), claim, cause of action, judgment, penalty, fine, or liability, directly or indirectly, relating to or arising from the use, storage, release, discharge, handling, or presence of Hazardous Materials on, under, or about the Premises or Other Airport Property and caused by Lessee, Lessee's agents, employees, contractors, invitees or trespassers. This indemnification shall include without limitation: (a) personal injury claims; (b) the payment of liens; (c) diminution in the value of the Premises or Other Airport Property; (d) damages for the loss or restriction on use of the Premises or Other Airport Property; (e) sums paid in settlement of claims; (f) reasonable attorneys' fees, consulting fees, and expert fees, (g) the cost of any investigation of site conditions, and (h) the cost of any repair, cleanup, remedial, removal, or restoration work or detoxification if required by any governmental authorities or deemed necessary in County's reasonable judgment, but

shall not extend to such claims, payment, diminution, damages, sums, fess or costs to the extent caused (i) solely by an act of God or (ii) by the negligent or willful misconduct of the County, its officers, employees, contractors or agents. For any legal proceedings or actions initiated in connection with the Hazardous Materials Release, County shall have the right at its expense but not the obligation to join and participate in such proceedings or actions in which the County is a named party, and control that portion of the proceedings in which it is a named party. County may also negotiate, defend, approve, and appeal any action in which County is named as a party taken or issued by any applicable governmental authorities with regard to a Hazardous Materials Release; provided, however, claims for which Lessee may be liable pursuant to this Article 9.14 shall not be settled without Lessee's consent. Any costs or expenses incurred by County for which Lessee is responsible under this paragraph or for which the Lessee has indemnified the County: (i) shall be paid to County on demand, during the Term of this Agreement as additional rent; and (ii) from and after the expiration or earlier termination of the Agreement shall be reimbursed by Lessee on demand. Lessee's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Agreement and shall bind the Lessee's successors and assignees and inure to the benefit of the County's successors and assignees.

(A) This indemnity specifically includes the direct obligation of Lessee to perform at its sole cost and expense, any remedial or other activities required or ordered by court or agency having competent jurisdiction over the subject matter, or otherwise necessary to avoid or minimize injury or liability to any person, or to prevent the spread of Hazardous Materials.

(B) Lessee agrees, in order to minimize its obligations in this regard, to use best efforts to assist MDAD in responding to Hazardous Materials releases as more fully described in section 9.13.

9.15 Dispute Resolution:

County and Lessee agree that any dispute between them relating to this Article 9 will first be submitted, by written notice, to a designated representative of both County and Lessee who will meet at County's place of business or other mutually agreeable location, or by teleconference, and confer in an effort to resolve such dispute. Any decision of the representatives will be final and binding on the Parties. In the event the representatives are unable to resolve any dispute within ten (10) days after submission to them, either party may refer the dispute to mediation, or institute any other available legal or equitable proceeding in order to resolve the dispute.

9.16 Waiver and Release:

The Lessee, on behalf of itself and its heirs, successors and assigns, hereby waives, releases, acquits and forever discharges the County, its principals, officers, directors, employees, agents, representatives and any other person acting on behalf of the County, and the successors and assigns of any of the preceding, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which the Lessee or any its heirs, successors, or assigns now has or which may arise in the future on account of or in any way related to or in connection with any past, present or future physical characteristic or condition of the Premises, including, without limitation, any Hazardous Material, in at, on, under or related to the Premises, or any violation or potential violation of any Environmental Law applicable thereto; provided, however, this Article 9.16 shall not constitute a waiver or release of any obligation of the County under this Article 9. Lessee acknowledges that County would not enter into this Agreement without Lessee's agreement to the waiver and release provided herein.

9.17 Intentionally Left Blank

9.18 Surrender of Premises:

The Lessee shall surrender the Premises used by the Lessee to the County upon the expiration or earlier termination of this Agreement free of debris, waste, and Hazardous Materials used, stored, or disposed of by Lessee or its agents, employees, contractors, invitees or Trespassers, or otherwise discharged on the Premises or Other Airport Property for which Lessee is responsible during the term of this Agreement. The Premises shall be surrendered in a condition that complies with all applicable Environmental Requirements, and such other reasonable environmental requirements as may be imposed by County.

9.19 Breach:

Any breach by the Lessee of any provision of this Article 9, after notice and a reasonable opportunity for the Lessee to cure, shall constitute a default of the Agreement and shall entitle the County to exercise any and all remedies provided in the Agreement, or as otherwise permitted by law.

9.20 Survivability of Terms:

The terms and conditions of this Article 9, including the indemnity, waiver, and release, shall survive the termination of this Agreement.

9.21 Right to Regulate:

As provided for in Article 20 (Other Provisions) of this Agreement, nothing within this Article 9 (Environmental Compliance) shall be construed to waive or limit, restrain, impair or interfere with the County's regulatory authority.

9.22 No Payment Obligation: For the avoidance of doubt and notwithstanding any provision contained within this Agreement, Lessor shall have no obligation to pay for any environmental conditions which currently exist or which may arise in the future. All such obligations are solely the responsibility of the Lessee, unless Lessee exercises its right to terminate in accordance with this Article 8.

ARTICLE 10
Indemnification and Hold Harmless

The Lessee shall indemnify and hold harmless the Lessor and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Lessor or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of and under this Agreement by the Lessee or its employees, agents, servants, partners, principals, subcontractors, or trespassers. Lessee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Lessor, where applicable, including appellate proceedings, and shall pay costs, judgments and attorney's fees which may issue thereon. Lessee expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Lessee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Lessor or its officers, employees, agents and

instrumentalities as herein provided. The Lessor shall give to the Lessee reasonable notice of any such claims or actions. The provisions of this section shall survive the expiration or early termination of this Agreement.

ARTICLE 11
Assignment and Subletting and Conditions of Financing

11.01 Assignment and Transfer:

Except as provided in Article 11.03 (Subletting), the Lessee shall not, in any manner, assign, transfer, mortgage, pledge, hypothecate, encumber or otherwise convey an interest in this Agreement, or authorize others to exercise the rights granted to the Lessee herein, without the written approval of the Aviation Department. The Lessee may make a collateral assignment to a Lender or sell the stock of the business without prior approval of the Lessor. Lessee may also sell substantially all of its assets without prior approval of the Lessor, provided that (a) substantially all of the assets are sold, (b) the purchaser is a single entity that will continue substantially all of the operations permitted or required of Lessee hereunder, and (c) the purchaser meets the Lessor's requirements set forth in Article 11.04 (D) (5) (Transfer To A "Transferee" or "Successor Lessee") herein. In the event the Lender seeks provisions in the assignment affecting the interests or requiring certain actions by the Lessor, such provisions must be approved by the Lessor; however, such provisions shall not be unreasonably withheld or delayed by MDAD for so long as the Use of Premises as provided for in Article 2 (Use of Premises) remain the same and are assigned or transferred to an entity deemed by MDAD to be reputable and credit worthy meeting the Lessor requirements stated under Article 11.04 (D) (5) (Transfer To A "Transferee" or "Successor Lessee").

11.02 Assignment or Transfer Fee:

Transfer or Assignment Fee shall be two percent (2%) of gross consideration received by Lessee for the assignment for the first six (6) years of the Lease Term for all or any portion of the new Improvement; provided however, such Transfer or Assignment Fee shall not be assessed on transfers, subleases, or assignments to Affiliates of Lessee, or to Lessee's financing parties. For the purposes of this Lease, the term "Affiliate" means a business entity in which Lessee maintains a majority ownership (51%) or exercises 100% control. Upon the 6th anniversary of the Lease Execution Date, the Transfer or Assignment Fee shall no longer be in effect and Lessee shall pay Improvement Rent in accordance with Article 3 (Rentals and Payments).

11.03 Subletting:

The Lessee shall submit any subleases to the Lessor for approval, which shall not be unreasonably withheld. Any objection by the Lessor must be forwarded to the Lessee within 90 days of receipt of the sublease by the Department's Assistant Director for Business Management. Agreements between the Lessee and the owners or operators of aircraft who have tie down or hangar agreements that include office or shop space within the Lessee's facility where the tie down or hangar operation is located shall not be considered subleases for the purposes of this Article 11.03 (Subletting). Subleases shall be subject to the provisions of any applicable BCC Resolutions and Ordinances, as may be amended from time to time, which may describe conditions applicable to subleases or limit the rental to be charged to the sublease by the Lessee. The County shall have the right to audit the Lessee's compliance with such subleasing policy.

Further, any such subleases shall be subject to the same conditions, obligations and terms as set forth herein, including as a minimum, but not limited to, requirements for compliance with Airport Rules and Regulations and

applicable laws in payment of concession fees and indemnification of the County. Notwithstanding anything herein contained to the contrary, in the event of an approved sublease, the Lessee shall remain fully liable to the County for fulfilling all obligations, conditions and terms of this Agreement, throughout its entire term.

11.04 Conditions of Financing for Approved Improvement Costs:

(A) Financing of Improvements:

Lessee shall have the right from time to time, to mortgage or encumber their rights under this Lease, and the Improvements, in whole or in part, by leasehold mortgage(s) ("Leasehold Mortgage(s)") to provide funds required for the construction of the Improvements. No Leasehold Mortgage will extend to or be a lien or encumbrance upon Lessor's interest in any part of the Premises or in any right appurtenant to that interest. Moreover, any third-party mortgage shall be subordinate to the interest of the Lessor (Conditions of Financing for Approved Improvement Costs), and all proceeds received from the mortgage loan shall be reinvested into the Premises. Such secured financing shall solely secure debt of Lessee which is directly related to the Lease, Improvements, or applicable portion thereof. The Lease, Improvements, or applicable portion thereof may not be cross-collateralized or cross-defaulted with any other property, project, project component or other assets.

(B) Lessor Approval of Financing Documents:

The Lessor reserves the right to approve the documents memorialising any financing that the Lessee secures on the authority of Article 11.04 (Conditions of Financing for Approved Improvement Costs), which approval shall not be unreasonably withheld. The Lessee must submit for the Lessor's review and approval drafts of the financing documents in advance of the Lessee's execution of those documents or documentation verifying the Lessee's ability to self-finance the Improvements.

(C) Recording of Leasehold Mortgage:

Following the Lessee's execution of a Leasehold Mortgage, if applicable, Lessee shall furnish the Lessor (i) a duplicate original of the Leasehold Mortgage or a photocopy of the Leasehold Mortgage that the Clerk of the Circuit Court for Miami-Dade County, Florida has certified as being a true copy of the Leasehold Mortgage recorded among its real property records, and (ii) a written notice setting forth the name and address or the mortgagees or secured party (the "Leasehold Mortgagee") in whose favour Lessee executed the Leasehold Mortgage.

(D) Conditions Of Leasehold Mortgage:

Following the delivery of the documents in 11.04 (C) (Recording of Leasehold Mortgage) and continuing until the Leasehold Mortgagee releases the Leasehold Mortgage of record, the following provisions will apply:

1. **LESSOR TO GIVE NOTICE OF DEFAULT:** At the time that the Lessor gives the Lessee written notice of the occurrence of any default in respect of the performance of the Lessee's obligations under this Agreement, the Lessor shall simultaneously give the Leasehold Mortgagee a copy of that notice in a manner established for the delivery of notices in Article 20.07 (Notices) at the address for the Leasehold Mortgagee provided to the Lessor. No notice of default to the Lessee will be effective until the Lessor delivers the notice required by this Article 11.04(D) (1).

2. **LEASEHOLD MORTGAGEE'S RIGHT TO CURE DEFAULT.** The Leasehold Mortgagee may rectify a default on Lessee's part but has no obligation to do so. The Lessor will accept the Leasehold Mortgagee's performance of any of Lessee's obligations to the same extent as though the Lessee has performed. The Lessor may exercise a remedy available to it by reason of a default on Lessee's part only if Lessee and the Leasehold Mortgagee fail to rectify the default within (a) any time period specifically set forth in Article 13 (Termination) of the Lease for a cure of a particular default, or (b) if no such time period is set forth, then within 30 days after the date of the delivery of the notice required by virtue of Article 11.04(D)(1) above, or if a cure is not reasonably possible within such 30 day period, then within a period of time reasonably required to cure the default through the exercise of prompt, diligent and continuous effort.

3. **TERMINATION DELAYED DURING EXERCISE OF LEASEHOLD MORTGAGEE'S REMEDIES:** Even though a default has occurred and neither the Lessee nor the Mortgagee has provided for a cure within the times permitted by Article 11.04(D)(2) above, the Lessor will not terminate the Lease for a reasonable period of time, not to exceed one (1) year, from the date of termination provided in the Lessor's notice of default, if the Mortgagee is then making: (a) prompt, diligent and continuous efforts to gain possession of the Premises and to succeed to Lessee's interest in the Premises by means of a foreclosure or the exercise of any other remedy available to the Leasehold Mortgagee by virtue of Lessee's default in respect of any of its obligations under the terms of the Leasehold Mortgage, together with (b) the payment to the Lessor of all rent and charges due hereunder with respect to which Lessee becomes delinquent and (c) good faith efforts to rectify other defaults contemporaneously with the efforts to gain possession of the Premises.

4. **LEASEHOLD MORTGAGEE'S OPTION FOR ISSUANCE OF NEW LEASE.** Prior to the expiration of the one (1) year period provided above in Article 11.04(D)(3) above, the Leasehold Mortgagee must request the Lessor to execute and deliver a new lease for the Premises in favour of a successor Lessee meeting the criteria of Article 11.04(D)(5) (a Transfer to a "Transferee" or "Successor Lessee"). That new lease will have a term that coincides with what would have been the remainder of the Term had termination of this Agreement not occurred and will otherwise be on the same terms and conditions as those set forth in this Agreement. The new lease will also have the same priority as this Agreement with respect to any lien or other encumbrance affecting the Premises, including any fee mortgage. In order for the Lessor to be obligated to execute and deliver the new lease, the Leasehold Mortgagee must request the execution and delivery of the new lease by the delivery of written notice to the Lessor within one year after the termination of this Agreement occurs, and acknowledge and return the new lease to the County for execution on the Lessor's part within 20 days after the date on which the Lessor tenders the new lease to it for signature. Simultaneously with the delivery of the new lease, the Successor Lessee must also execute and deliver to the Lessor a written plan to rectify within a reasonable period of time any default that exists at that time in respect of any of Lessee's obligations under the terms of this Agreement, including, without limitation, any default that may exist in respect of Lessee's obligations arising under the terms of Article 9 (Environmental Compliance); that plan must set forth in reasonable detail the manner in which the Successor Lessee plans to rectify each default.

5. **TRANSFER TO A "TRANSFEREE" OR "SUCCESSOR LESSEE"**: A transfer of Lessee's interest in the Premises to the Leasehold Mortgagee, or a corporate nominee affiliated with the Leasehold Mortgagee (herein a "nominee"), or a purchaser at a foreclosure sale that occurs by virtue of the Leasehold Mortgagee's acceptance of a deed in lieu of foreclosure or the exercise of any remedy available to it under the terms of the Leasehold Mortgage (herein a "Transferee") will not constitute an assignment requiring the

Lessor's consent under the terms of Article 11.01 (Assignment and Transfer) above. The provisions of Article 2 (Use of Premises) will govern any use of the Premises that occurs prior to and after a transfer to the Transferee. The Transferee may make a subsequent transfer of Lessee's interest in the Premises only with the Lessor's prior written consent as provided in Article 11.01 (Assignment and Transfer). The Lessor will, however, consent to the subsequent transfer to a Successor Lessee or Lessees if the proposed successor or successors to the Lessee's interest would have been acceptable to the Lessor for the Premises in the reasonable exercise of the Lessor's judgment considering the successors experience, financial strength, history of meeting contractual obligations and intent to implement a business plan consistent with the Lessor's plan for operating the Airport. The parties agree that the Transferee will be subject to the termination provisions of Article 13 (Termination). After succeeding to Lessee's interest in the Premises, a Transferee that is not a Successor Lessee must use reasonable best efforts to find a Successor Lessee satisfying the criteria set forth above in this Article 11.04(D)(5), but in any event no later than one (1) year following the date of termination provided in Lessor's default notice. If no Successor Lessee or Lessees are found in such one (1) year period to occupy at least 50% of the Premises and Improvements, then all of the Lessee's, Leasehold Mortgagee's and Transferee's interests in the Premises, the Improvements, and this Lease shall terminate in their entirety, without any right of recovery or compensation from the Lessor.

6. **NO OBLIGATIONS OF TRANSFEREE; LESSOR'S RIGHT TO TERMINATE IF OBLIGATIONS NOT SATISFIED**: If a Transferee succeeds to Lessee's interest in the Premises by virtue of the Leasehold Mortgagee's acceptance of a deed in lieu of foreclosure or the exercise of any remedy available to the Leasehold Mortgagee under the terms of the Leasehold Mortgage, the Transferee and its successors and assigns will only have personal liability for the performance of those obligations incumbent upon Lessee under the terms of this Agreement that arise or accrue during the period between the time at which the Transferee succeeds to Lessee's interest in the Premises and the time at which it divests itself of that interest. The foregoing limitation will not preclude the Lessor from terminating this Agreement if the Transferee fails to rectify without cost to Lessor any default existing in respect of Lessee's obligations at the time the Transferee succeeds to Lessee's interest in the Premises, including, without limitation, any obligation arising under the terms of Article 9 (Environmental Compliance).

7. **NO AMENDMENT OF LEASE WITHOUT LEASEHOLD MORTGAGEE'S CONSENT**: Without the Leasehold Mortgagee's prior written consent, Lessee may not amend this Agreement, exercise any right available to it under the terms of this Agreement or at law to cancel this Agreement, or to voluntarily surrender possession of the Premises to the Lessorprovided, however, the foregoing restrictions will not apply to amendments for which express provision is made elsewhere in this Agreement, including, without limitation, those for which provision is made in Articles 1 (Terms and Premises), 3 (Rentals and Payments), 4 (Development and Improvements to Premises), 19 (Trust Agreement), and 20.13 (Severability). Without the Leasehold Mortgagee's prior written consent, the Lessor may not cancel this Agreement and accept a surrender of possession of the Premises except in the instances where the cancellation and acceptance of a surrender of possession of the Premises occurs in accordance with Article 13.06 (Actions at Termination) or in connection with the Lessor's exercise of its remedies following an occurrence of a default in the performance of any of Lessee's obligations. The Leasehold Mortgagee will not be bound by any amendment, cancellation or surrender that occurs in contravention of the foregoing provisions of this article.

8. **RIGHTS OF LEASEHOLD MORTGAGEE IN INSURED LOSSES**: The Leasehold Mortgagee will have the right to participate in the adjustment of any insured losses that becomes necessary by reason of damage or destruction occurring to the Improvements, as may be applicable, and the right to

supervise and control the receipt and disbursement of insurance proceeds to the extent provided in agreements among Lessee, Lessor, Leasehold Mortgagees and any party holding an interest with respect to the Premises; provided, however, that any distribution of insurance proceeds must comply with the requirements of Article 12 (Insurance) of this Agreement.

9. **RIGHTS OF LEASEHOLD MORTGAGEE IN CONDEMNATION:** If taking of any part of the Premises occurs, the Leasehold Mortgagee will have the right to participate in any condemnation proceedings or settlement discussions pertaining to the Lessee's interests hereunder and the right to supervise and control the receipt and disbursement of all condemnation awards arising from such interests to the extent provided in agreements among Lessee, Leasehold Mortgagee and any other party holding an interest with respect to the Premises. The Leasehold Mortgagee is entitled to receive and apply to the reduction of the indebtedness, the payment of which is secured by the lien of the Leasehold Mortgagee, any portion of a condemnation award arising from a taking of Lessee's interests not applied to the restoration of that portion of the Premises that remains following the taking to a complete architectural unit. After payment to the Lessor by the condemning authority of whatever compensation and damages are determined to be owing to the Lessor for Lessor's property interests in the Premises, and after the indebtedness the payment of which is secured by the lien of the Leasehold Mortgagee is discharged in full by an application of a condemnation award in accordance with the terms of the preceding sentence and after payment to the Lessee by the condemning authority of whatever compensation and damages are determined to be owing Lessee for Lessee's property interests in the Premises, the Lessor is entitled to receive any remaining portion of the condemnation award. If a partial taking of the Premises occurs, this Agreement will continue in effect with respect to that portion of the Premises not taken and, effective as of the earlier of the dates on which the condemning authority takes title to or possession of the part taken, the rent payable under the terms of this Agreement will be reduced in proportion to the reduction in the area of the Premises. If, however, the remaining portion of the Premises not taken cannot be adequately restored, repaired or reconstructed so as to constitute a complete architectural unit of substantially the same usefulness, design, construction and commercial feasibility as immediately before the taking, then Lessee may terminate this Agreement by delivering written notice to the Lessor by the date that is one hundred twenty (120) days after the day of the taking. Lessee's notice must specify the date the termination will become effective, which date will not be earlier than the date of such taking. If a termination occurs in accordance with the foregoing, Lessee shall pay and shall satisfy all rents and charges due and accrued hereunder up to such date of such termination and shall perform all of the obligations of Lessee hereunder to such date, and thereupon this Agreement and the Term shall cease and terminate. If a taking for a temporary period occurs, this Agreement will continue in full force and effect and the entire award payable in respect of that taking will be payable to Lessee, except for any portion sought by and attributable solely to Lessor's interest in the Premises, subject to provisions of any agreements among Lessee, the Leasehold Mortgagee and any Lessee holding an interest with respect to the Premises.

10. **LESSOR WAIVER OF RIGHT TO CERTAIN RENTALS:** During the entire Term hereof, Lessor will have no right, and expressly waives any right arising under applicable law, in and to the rentals that will become due to Lessee under the terms of any approved sublease of any part of the Improvements. Lessee may assign those rentals to the Leasehold Mortgagee without any consent or approval of the County. Nothing in this article shall (a) alter County's ownership of the Improvements in accordance with this Agreement, (b) alter Lessee's obligations to commence paying Lessor fair market rentals or other rentals on the Improvements as provided in Article 3 (Rentals and Payments) or (c) provide Lessee with any ownership claim to the Improvements or the rentals therefrom after the conclusion of the term of this lease.

11. **NON-MERGER OF FEE AND LEASEHOLD INTEREST:** Under no circumstances will the fee estate of the Lessor and the leasehold estate created by this Agreement, or any sublease created hereunder merge, even though owned by the same party, without the Leasehold Mortgagee's written consent.

(E) Estoppel Certificate:

Upon written request from time to time by the Lessee, a Leasehold Mortgagee, a prospective Leasehold Mortgagee, or a prospective assignee of Lessee's interest in the Premises, the Lessor shall execute and deliver to the requesting party an estoppel certificate in the form reasonably requested by the requesting party. In each such certificate, the Lessor shall certify, to the extent that it then has knowledge: (i) the amount of the monthly rent that Lessee is then obligated to pay under the terms of this Agreement and the date through which Lessee has paid that rent, (ii) that this Agreement is in full force and effect, (iii) the specific nature of any default that the Lessor knows to exist in respect of either party's performance of its respective obligations under the terms of this Agreement, and (iv) the specific nature of any defence or offset that the Lessor may assert in connection with any effort on Lessee's part to enforce any of the obligations the Lessor undertakes under the terms of this Agreement.

(F) Leasehold Mortgagee's Right To New Lease:

The provision of this Article 11 (Assignment and Subletting and Conditions of Financing) will survive the termination, rejection or disaffirmance of this Agreement and will continue in full force and effect thereafter to the same extent as if this Article 11 (Assignment and Subletting and Conditions of Financing) were a separate and independent contract made by the Lessor, Lessee, and the Leasehold Mortgagee. The Lessor's agreement set forth in this Article 11 (Assignment and Subletting and Conditions of Financing) to enter into a new lease with the Leasehold Mortgagee constitutes a separate agreement with the Lessor and the Leasehold Mortgagee. The Lessor agrees that the Leasehold Mortgagee shall be a third-party beneficiary to the terms of this Agreement, and that such third-party beneficiary status shall be unaffected by the rejection or disaffirmance of this Agreement in any bankruptcy proceeding by any party.

ARTICLE 12
Insurance

12.01 Insurance Required:

In addition to such insurance as may be required by law, the Lessee shall maintain, without lapse or material change, for so long as it occupies the Premises, the following insurance:

(A) Commercial General Liability Insurance:

Commencing on the Execution Date of this Lease by the Lessee and ending on the first to occur of the date of substantial completion of the Project as evidenced by a certificate of occupancy or the date the Lessee commences using the Premises (or any part thereof) for the conduct of its business (other than construction), the Lessee shall maintain Commercial General Liability/Airport Liability Insurance with limits of liability not less than Two Million Dollars ($2,000,000) each occurrence, including coverage for, but not limited to, Premises/Operations, Products/Completed Operations, Contractual Liability, Personal/Advertising Injury and Cross Liability. Commencing on the first to occur of the date of substantial completion of the Project as evidenced by a certificate of occupancy or the date the Lessee

commences using the Premises (or any part thereof) for the conduct of its business (other than construction), the Lessee shall maintain Commercial General Liability/Airport Liability Insurance with limits of liability not less than Ten Million Dollars ($10,000,000) each occurrence, including coverage for, but not limited to, Premises/Operations, Products/Completed Operations, Contractual Liability, Personal/Advertising Injury and Cross Liability.

(B) Automobile Liability Insurance:

The Lessee shall maintain Business Automobile Liability Insurance with limits of liability not less than One Million Dollars ($1,000,000) each occurrence for owned, non-owned and hired automobiles. If the Lessee transports fuel, the policy must include CA 99 48 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers Coverage Forms Endorsement or equivalent. In the event Tenant has no owned automobiles, Tenant shall maintain only Hired & Non-Owned Auto Liability Insurance. This coverage may be satisfied by way of endorsement to the Commercial General Liability policy, or a separate Business Auto Liability policy.

(C) Hangar keeper's Legal Liability:

Tenant shall maintain Hangar keeper's Legal Liability Insurance providing coverage for property damage to aircraft that are the property of others while in the care, custody, or control of Tenant (when such aircraft are not in flight), in an amount not less than Ten Million Dollars ($10,000,000) any one aircraft and Twenty Million Dollars ($20,000,000) any one occurrence.

(D) Pollution and Remediation Legal Liability Insurance:

To the extent required under Article 9.16 (Waiver and Release), in an amount not less than $2,000,000 covering third party claims, remediation expenses, and legal defense expenses arising from on-site and off-site loss, or expense or claim related to the release or threatened release of Hazardous Materials at the Lessee's Premises.

(E) Storage Tank Third-Party Liability and/or similar Environmental Impairment Liability.

If Tenant shall locate, upon the Premises, any storage tank subject to regulation or registration by the Florida Department of Environmental Protection, then Tenant shall maintain Third-Party Storage Tank Pollution Liability Insurance, or similar Environmental Impairment Liability Insurance at a minimum limit not less than One Million Dollars ($1,000,000) per occurrence at each location and Two Million Dollars ($2,000,000) annual aggregate at each location providing coverage for damages against, but not limited to, third-party liability, clean up, corrective action including assessment, remediation and defense costs. In the event the policy includes a self-insured retention or deductible in excess of One Hundred Thousand Dollars ($100,000), Tenant shall provide a copy of Tenant's most recent annual report or audited financial statements to County at County's request and County may reject or accept a higher self-insured retention or deductible based on Tenant's financial condition.

(F) Workers Compensation:

As required by Chapter 440, Florida Statutes.

(G) Builders Risk and Property Insurance:

The Lessee and/or its sublessee(s), at its (and/or their) sole cost and expense, throughout the term of this Agreement, shall keep the Improvements insured on an "All Risk" basis in an amount not less than 100% of the full replacement value of the Improvements against loss or damage (in excess of a reasonable per occurrence deductible amount, which shall be the responsibility of the Lessee) by fire, lightning, tornado, hurricane, windstorm, hail, flood, earthquake, explosion, riot, riot attending strike, civil commotion, vandalism and malicious mischief, sprinklers and sprinkler leakage, aircraft, vehicles and smoke, or any other casualty in an amount not less than 100% of the full replacement value of the Improvements to the extent such coverage is commercially available at commercially reasonable rates. The full replacement value of the Improvements shall be established as of the date each Improvement is constructed and a certificate of completion (or certificate of occupancy) for same is issued by the appropriate governing authority with jurisdiction over same and shall be re-established at intervals of not more than three (3) years thereafter, by the firm and professional property evaluators used by the County for establishing replacement values for County property. Any deficiency in the amount of proceeds from such property insurance resulting from a failure by the Lessee to re-establish the full replacement value of the Improvements shall be the sole responsibility of the Lessee.

(H) Business Interruption Insurance:

The Lessee at its sole cost and expense throughout the term of this Agreement shall maintain business interruption insurance at a minimum, in an amount sufficient to continue making land rental, and payments of taxes and insurance, during the rebuilding period as a result of damage to the Improvements.

All insurance policies required pursuant to the terms of this Agreement shall be issued in companies approved to do business under the laws of the State of Florida. Such companies must be rated no less than "A-" as to financial strength, and no less than "VII" as to financial size in accordance with the latest edition of "Best's Key Rating Guide", published by A.M. Best Company, Inc., or its equivalent, subject to approval of the MDAD's Risk Management Office.

12.02 Insurance Certificates Required:

Prior to the commencement of operations hereunder and annually thereafter, the Lessee shall furnish or cause to be furnished certificates of insurance to the Lessor which certificates shall clearly indicate that:

(A) The Lessee has obtained insurance in the types, amounts and classifications as required for strict compliance with this Article;

(B) The policy cancellation notification provisions specify at least 30 days advance written notice of cancellation to the County; and

(C) The County is named as an additional insured with respect to the Lessee's commercial general liability policies.

(D) The County is named as a loss payee with respect to the required builder's risk and property insurance provided by the Lessee.

(E) Business Auto Liability insurance prior to allowing vehicles on to the Premises; Hangar keeper's Legal

Liability and Workers' Compensation insurance on or before the Date of Beneficial Occupancy.

(F) Storage Tank Third-Party Liability/Environmental Impairment Liability insurance, if applicable to Tenant's operations, on or before the Date of Beneficial Occupancy On said insurance certificates, unless specifically shown to be excluded thereon, commercial general liability coverage shall include contractual liability, and notification of cancellation shall include notification of material changes in the policies.

The County reserves the right to require the Lessee to obtain and maintain such reasonably amended insurance coverage as it deems necessary or desirable, upon issuance of notice in writing to the Lessee, which notice shall automatically amend this Agreement effective 30 days after such notice.

12.03 Compliance:

Compliance with the requirements of this Article 12 (Insurance) shall not relieve the Lessee of its liability under any other portion of this Agreement or any other agreement between the County and the Lessee.

12.04 Right to Examine:

The Lessor reserves the right, upon reasonable notice, to examine the original or true copies of policies of insurance (including but not limited to binders, amendments, exclusions, riders and applications) to determine the true extent of coverage. The Lessee agrees to permit such inspection at the offices of the Lessor.

12.05 Personal Property:

Any personal property of the Lessee or of others placed in the Premises and Airport shall be at the sole risk of the Lessee or the owners thereof, and the County shall not be liable for any loss or damage, except to the extent such loss or damage was caused by the sole active negligence of the County, as limited by Section 768.28, Florida Statutes.

ARTICLE 13
Termination

13.01 Payment Defaults:

Failure of the Lessee to make all payments of rentals, fees, charges, or expenses required to be paid herein when due, including remediation expenses incurred by the County under section 9.13, shall constitute a default, and the Lessor may, at its option, terminate this Agreement after five (5) business days' notice in writing to the Lessee, unless the default is cured within the notice period.

13.02 Insurance Defaults:

The Lessor shall have the right, upon 15 calendar days written notice to the Lessee, to terminate this Agreement if the Lessee fails to provide evidence of insurance coverage in strict compliance with Article 12 (Insurance) hereof prior to commencement of operations, or fails to provide a renewal of said evidence upon its expiration; provided, however, that such termination shall not be effective if the Lessee provides the required evidence of insurance coverage within the notice or grace period.

13.03 Other Defaults:

The Lessor shall have the right, upon thirty (30) calendar days written notice to the Lessee, to terminate this Agreement upon the occurrence of any one or more of the following, unless the same shall have been corrected within such period, or, if correction cannot reasonably be completed within such 30-day period, the Lessee has commenced corrective steps within such 30-day period and diligently pursues same to completion:

(A) Failure of the Lessee to comply with any covenants of this Agreement, other than the covenants to pay rentals, fees, charges, or other expenses when due, and the covenants to provide required evidence of insurance coverage. This shall also include development schedule as indicated in Article 4 "Development and Improvements to Premises".

(B) The conduct of any business, the performance of any service, or the merchandising of any product or service not specifically authorized herein by the Lessee.

13.04 Habitual Default:

Notwithstanding the foregoing, in the event that the Lessee has frequently, regularly or repetitively defaulted in the performance of or breach any of the terms, covenants and conditions required herein, to be kept and performed by the Lessee, on three (3) occasions regardless of whether the Lessee has cured each individual condition of breach or default as provided above, the Lessee shall be determined by MDAD to be an "habitual violator". At the time that such determination is made, the Lessor shall issue to the Lessee a written notice, advising of such determination and citing the circumstances thereof. Such notice shall also advise the Lessee that there shall be no further notice or grace periods to correct any subsequent breach(s) or default(s) and that any subsequent breach or default, of whatever nature, taken with all previous breaches and defaults, shall be considered cumulative and collectively shall constitute a condition of non-curable default and grounds for immediate termination of this Agreement. In the event of any such subsequent breach or default, the County may terminate this Agreement upon the giving of written notice of termination to the Lessee, such termination to be effective upon the seventh (7th) day following the date of receipt thereof and all payments due hereunder shall be payable to said date, and the Lessee shall have no further rights hereunder. Immediately upon receipt of said termination, the Lessee shall discontinue its operations at the Airport and proceed to remove all its personal property in accordance with Sub-Article 13.06 (Actions at Termination) hereof.

13.05 Termination by Abandonment:

Abandonment, as used herein, is defined as voluntary vacating the premises with the intention of not returning. This Agreement shall be automatically terminated upon the abandonment by the Lessee of Premises or voluntary discontinuance of operations at the Airport for any period of time exceeding fifteen (15) consecutive calendar days without having provided notice of such discontinuation to the County and receiving approval from the County, which approval will not be unreasonably withheld, unless such abandonment or discontinuance has been caused by casualty or governmental order that prevent the Lessee's use of the Premises for the purposes authorized in Article 2.02 (Use of Premises) hereof. Such termination shall not relieve the Lessee of its rental payment obligation for the remaining term of the Agreement, nor does it constitute a waiver by the Lessor of its rights to recover damages for rental payments for the remaining term of the Agreement and loss of future rentals.

13.06 Actions at Termination:

(A) The Lessee shall vacate, quit, surrender up and deliver the Premises to the Lessor on or before the termination date of this Agreement, whether by lapse of time or otherwise. If title of the Improvements on the Premises are in the name of the Lessee at the time of Termination, and if directed by the Lessor, the Lessee shall demolish all Improvements on the Premises and remove all debris at its costs. Lessee shall conduct any required demolition in accordance with the code and regulatory requirements in effect at the time. If not directed to demolish the Improvements, Lessee shall surrender the Premises in the condition required under Article 5 (Maintenance and Repairs by Lessee) herein with all repairs for which the Lessee is responsible shall be completed prior to surrender and shall execute appropriate documents confirming that title to such Improvements in Lessee's name has been transferred to Lessor. In no event shall Lessor be required to pay any compensation or reimbursement to Lessee for such transfer of title. On or before the termination date of this Agreement, the Lessee shall remove all of its personal property from the Premises; provided, however, that if immediate termination occurs under Article 13.04 (Habitual Default), Lessee shall be allowed up to five calendar days from the receipt of notice of termination to remove such personal property.

(B) If, at or after the time of termination, the Lessor advises the Lessee that it has reason to believe that any hazardous substance or environmental contaminant has been released within the Premises or into the ground under the Premises, then the Lessee at its expense shall retain an approved environmental consultant to perform whatever environmental assessment may be required to determine the extent of such release. The Lessee shall comply with the recommendations and conclusions of such consultant regarding environmental clean-up efforts that may be required, and shall comply with any other clean-up requirements imposed on the Lessee by Federal, State or County laws, regulations or codes.

(C) In the event of termination for default, the Lessor shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the Agreement, the following amounts as damages: (1) the reasonable costs of re-entry and re-leasing including without limitation the cost of any clean up, alteration, repair, maintenance, refurbishment, removal of personal property and fixtures of the Lessee, or any other expense occasioned by failure of the Lessee to quit the Premises upon termination and to leave them in the required condition, any remodeling costs, attorney's fees, court costs, and expenses of litigation through all levels of legal proceedings; and (2) the loss of reasonable rental value from the date of default until a new tenant has been secured.

13.07 Lien Upon Personal Property:

In the event of termination for default, the Lessor shall have a lien upon all personal property of the Lessee located at Premises to secure the payment of any unpaid rentals, fees and charges accruing under the terms of this Agreement.

13.08 Right to Show Premises:

At any time within six months of the scheduled expiration date of this Agreement or any time after the Lessee has been given notice of termination or default, pursuant to Article 13 (Termination), the Lessor shall have the right to enter on the Premises for the purposes of showing the Premises to prospective lessee or users during regular business hours.

13.09 County Defaults:

This Agreement shall be subject to termination by the Lessee in the event of a default by the County in the performance of any material covenant or agreement herein required to be performed by the County and the failure of the County to remedy same within a reasonable period of time following receipt of written notice from the Lessee of such default.

13.10 Other Terminations:

This Agreement shall be subject to termination by the Lessor or the Lessee in the event of any one or more of the following:

(A) The permanent abandonment of the Airport.

(B) The lawful assumption by the United States Government or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part of parts thereof, in such a manner as to substantially restrict the Lessee from operating there from for a period in excess of ninety (90) consecutive days, provided that nothing contained herein shall be deemed to constitute a waiver by the Lessee of any right it may have against the United States for just compensation in the event of any such assumption.

(C) The issuance by any court of competent jurisdiction of any injunction in any way substantially preventing or restraining the use of the Airport, and the remaining in force of such injunction for a period in excess of ninety (90) days. In the event of termination for such reason, Lessee's exclusive remedy shall be termination or reinstatement of this lease by the County, at its sole discretion, for a period of time equal to the number of days that the injunction was in effect in excess of said ninety (90) days.

13.11 Termination or Suspension for Emergency Purposes:

In accordance with I.O. 8-4, this Agreement is subject to suspension or termination in the event that the Premises are needed by the County to meet a public emergency.

ARTICLE 14
Special Conditions

14.01 Quality of Services:

The Lessee shall furnish the services required and authorized, pursuant to Article 2 (Use of Premises) hereof, on a good, prompt and efficient basis and on a fair, equal and not unjustly discriminatory basis to all users thereof.

14.02 Nondiscriminatory Prices:

Pursuant to FAA grant assurance obligations, the County is required to inform Lessee that, for sales of products or services on the Premises or the subletting of any facilities as permitted by MDAD, Lessee shall charge fair, reasonable, customary and not unjustly discriminatory prices for each unit of sale or service or sublease; provided, however, that the Lessee may make reasonable, customary and nondiscriminatory discounts, rebates or similar types of price reductions to volume purchasers of the Lessee's services.

Lessee agrees that it will include in all contracts and subcontracts with its TMB contractors, subcontractors, service providers and suppliers an obligation by such parties to comply with all grant assurance obligations as set forth in the FAA's Airport Compliance Manual or any other applicable CFR, federal statute, or other FAA guidance or regulation.

14.03 County's Obligations:

The Lessee, in recognition of the County's obligation to ensure that users of the Airport charge fair, reasonable, customary and not unjustly discriminatory prices, pursuant to Section 22 of Part V of the Federal Aviation Administration's standard grant assurances, to enforce the provisions of Articles 14.01 (Quality of Services) and 14.02 (Nondiscriminatory Prices) above, agrees that the Lessor may, from time to time, promulgate standards, methods and procedures for and monitor and test the provision of services hereunder and may require the Lessee to provide copies of schedules of service charges and the bases for discounts, rebates and similar types of price reductions. Should the Lessor determine that the Lessee is not in compliance with the provisions of Articles 14.01 (Quality of Services) or 14.02 (Nondiscriminatory Prices) above, then the provisions of sections 13.03 and 13.04 shall apply

ARTICLE 15
Required FAA Clauses

The clauses set forth in this Article 15 and their enforcement are required by the FAA where they are applicable (as set forth below). All references to "Contractor" in this Article 15 shall mean the Lessee or, as the case may be, to any sublessees, transferees, successors, or assignees. All references to "Title of Sponsor" or "the Sponsor" shall mean the County or the Miami-Dade Aviation Department.

15.01 – NON-AIP CONTRACTS (LEASE AGREEMENTS & CONCESSIONS & AUA)

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor.

The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.

15.02 – Title VI List of Pertinent Nondiscrimination Acts and Authorities:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);



- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- To ensure compliance with Title VI, you must take reasonable steps to ensure that Limited English Proficiency (LEP) persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

15.03 – Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination

prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

15.04 – CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM:

This applies to agreements such as leases where a physical portion of the airport is transferred for use—for example a fuel farm, apron space, or a parking facility—and applies in all deeds, leases, licenses, permits, or similar instruments entered into by the Sponsor with other parties for all transfers of real property acquired or improved under the Airport Improvement Program.

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of the Airport Improvement Program grant assurances:

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
   1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, (***Title of Sponsor***) will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the (***Title of Sponsor***) will have the right to enter or re-enter the lands and facilities thereon, and the above-described lands and facilities will there upon revert to and vest in and become the absolute property of the (***Title of Sponsor***) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

15.05 – CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM:

This applies to agreements such as leases of concession space in a terminal and any deeds, leases, licenses, permits, or similar instruments entered into by the Sponsor with other parties for the construction or use of, or access to, space on, over, or under real property acquired or improved under the Airport Improvement Program.

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by (***Title of Sponsor***) pursuant to the provisions of the Airport Improvement Program grant assurances.

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, (***Title of Sponsor***) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, (***Title of Sponsor***) will there upon revert to and vest in and become the absolute property of (***Title of Sponsor***) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

15.06 – SOLICITATION REQUIRED LANGUAGE:

This section is required to be included in any bid solicitation advertisements, as may be required from time to time.

Title VI Solicitation Notice:

Miami-Dade County, through its Aviation Department, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award.

ARTICLE 16
Security and Special Provisions

16.01 Security:

The Lessee acknowledges and accepts full responsibility for (i) the security and protection of the Premises, any Improvements thereon, its equipment and property on the Airport and (ii) all breaches of federal and Lessor security requirements by Lessee's employees or those persons for whom Lessee has responsibility under Sub-Article 16.02, and (iii) control of access to the Airport Operations Area (AOA) or any Security Identification Display Area (SIDA) through the Premises by persons and vehicles. The Lessee fully understands and acknowledges that any security measures that are reasonably necessary for the protection of said Premises, equipment and property shall be the sole responsibility of the Lessee and shall involve no cost to the County. Lessee is responsible for compliance by its employees and all others for whom it is responsible with applicable security requirements relating to access, through Lessee's Premises, to the AOA/SIDA. All such security measures by the Lessee shall be in accordance with 49 CFR Part 1542 and the Airport Security Plan.

16.02 Security Identification Display Areas Access - Identification Badges:

The Lessee shall be responsible for (i) assuring that all of Lessee's employees, and all employees and persons of entities accessing the AOA/SIDA through the Premises on behalf of Lessee (collectively herein, the "SIDA Users"), have appropriate SIDA Identification Badges and comply with all federal and Lessor security requirements applicable to the Premises and SIDAs, (ii) immediately reporting to MDAD all lost or stolen ID badges of Lessee's employees and/or visitors' badges provided by Lessee, and (iii) immediately returning the ID badges of any of Lessee's

employees that are transferred from the Airport or terminated from the employ of the Lessee or upon termination of this Agreement. Each employee must complete the SIDA training program conducted by the Lessor, before an ID badge is issued. The Lessee shall pay, or cause to be paid, to the Lessor any fines or penalties imposed on Lessor for a violation of the security requirements set forth herein, as well as such nondiscriminatory charges, as may be established from time to time, for lost or stolen ID badges and those not returned to the Lessor in accordance with this Article. The Lessor shall have the right to require the Lessee to conduct background investigations and to furnish certain data on such employees before the issuance of ID badges, which data may include the fingerprinting of employee applicants for the badges.

16.03 AOA - Driver Training:

MDAD may, from time to time, issue regulations or procedures governing driving in the AOA, which regulations or procedures shall be a material component of this Agreement.

16.04 Alcohol and Drug Testing:

The Lessee acknowledges that the County, as a public agency sponsor under the provisions of the Airport and Airway Improvement Act of 1982, as amended (the "Act"), has the obligation to establish a drug free workplace and to establish policies and programs to ensure airport safety and security. The Lessee acknowledges that the Lessor, on behalf of the County, has the right to require users of the Airport (Lessee, Permittees, Licensees, etc.) to establish reasonable programs to further the achievement of the objectives described herein. Accordingly, the Lessee shall establish programs (1) for pre-employment alcohol and drug screening for all candidates for employment at the Airport who, will as a part of their duties, be present on the AOA operate a motor vehicle of any type on the AOA, or operate any equipment, motorized or not, on the AOA and (2) for the same or similar screening based upon a reasonable suspicion that an employee, while on duty on the AOA, may be under the influence of alcohol or drugs. Notwithstanding the above, the Lessee specifically acknowledges that the County, acting through the Lessor, has the right and obligation to deny access to the AOA and to withdraw AOA driving privileges from any person who it has a reasonable suspicion to believe is under the influence of alcohol or drugs.

16.05 Drug-Free Workplace Default:

The Lessee acknowledges it has provided to the County a Drug-Free Workplace Affidavit, certifying that it is providing a drug-free workplace for its employees, as required by County Ordinance No. 92-15, adopted on March 17, 1992 as amended from time to time ("Ordinance"). Based on the provisions of said Ordinance, the County shall have the right, upon 30 days written notice to the Lessee, to terminate this Agreement in the event the Lessee fails to provide, as of each anniversary of the Execution Date of this Agreement, the annual re-certification affidavit as required by the Ordinance; provided, however, that such termination shall not be effective if the Lessee submits the required Affidavit within the notice period.

Further, this Agreement shall be terminated upon not less than fifteen (15) calendar days written notice to the Lessee and without liability to the County, if the Lessor through the County Mayor or Mayor's designee determines any of the following:

A) That the Lessee has made a false certification in its execution of the Affidavit submitted or in its annual re-certification as required by the Ordinance.

B) That the Lessee has violated its original or renewal certification by failing to carry out any of the specific requirements of the Ordinance, other than the annual re-certification; or

C) That such a number of employees of the Lessee have been convicted of violations occurring in its workplace(s) as to indicate that the Lessee has failed to make a good faith effort to provide a drug-free workplace as required by the Ordinance.

16.06 Special Programs:

The Lessee shall ensure that all employees at the Airport so required participate in such safety, security and other training and instructional programs, as the Lessor or appropriate Federal agencies may from time to time require.

16.07 Vehicle Permit and Company Identification:

Motor vehicles and equipment of the Lessee operating on the AOA must have an official motor vehicle identification permit issued pursuant to the Miami-Dade County Code. In addition, company identification must be conspicuously displayed thereon.

16.08 Federal Agencies Right to Consent:

The Lessee understands and agrees that all persons entering and working in or around arriving international aircraft and facilities used by the various Federal Inspection Services agencies may be subject to the consent and approval of such agencies. Persons not approved or consented to by the Federal Inspection Services agencies shall not be employed by the Lessee in areas under the jurisdiction or control of such Federal Inspection agencies.

16.09 AOA - Right to Search:

(A) The Lessee agrees that its vehicles, cargo, goods and other personal property are subject to being searched when attempting to enter or leave and while on the AOA.

(B) It is further agreed that the Lessor has the right to prohibit an individual, agent or employee of the Lessee from entering the AOA based upon facts which would lead a person of reasonable prudence to believe that such individual might be inclined to engage in theft, cargo tampering, aircraft sabotage or other unlawful activities, including repeated failure to comply with MDAD's or the TSA/Federal agencies' SIDA/access control policies, rules and regulations. Any person denied access to the AOA or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a hearing before the Director of the Department or his authorized designee within a reasonable time. Prior to such hearing, the person denied access to the AOA shall be advised, in writing, of the reasons for such denial.

(C) The Lessee acknowledges and understands that these provisions are for the protection of all users of the AOA and are intended to reduce the incidence of thefts, cargo tampering, aircraft sabotage and other unlawful activities at the Airport.

16.10 Additional Security Requirements

Notwithstanding the specific provisions of this Article 16, County shall have the right to add to, amend or delete any portion hereof in order to meet reasonable security requirements of MDAD or of the Federal agencies having jurisdiction.

16.11 Compliance by Lessee's Contractors; Lessee's Responsibility for Security Failures.

Lessee agrees that it will include in all contracts and subcontracts with its TMB contractors, subcontractors, service providers and suppliers an obligation by such parties to comply with all security requirements applicable to their operations at the Airport. Lessee agrees that in addition to all remedies, penalties and sanctions that may be imposed by MDAD or the Federal government upon Lessee's contractors, subcontractors, service providers, suppliers and their individual employees for a violation of applicable security provisions, Lessee shall be responsible to the County for all such violations and shall indemnify and hold County harmless for all costs, fines and penalties arising therefrom, such costs to include reasonable attorneys' fees.

16.12 Right of Flight:

There is hereby reserved to the County, its successors and assigns, for the use and benefit of the County and the public, a right of flight for the passage of aircraft in the air space above the surface of the Premises herein leased. This public right of flight shall include the right to cause in said air space any noise inherent in the operation of any aircraft now known or hereafter used for navigation or flight through the said air space or landing at, taking off from, for operating on Miami Executive Airport.

16.13 Height Restrictions:

The Lessee expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the leased premises to such a height so as to comply with Federal Aviation Regulations, Part 77 and with the Code of Miami-Dade County, whichever is more restrictive. County expressly agrees for itself, its successors and assigns, to restrict the height of any new structures, objects of natural growth and other obstructions on the Airport within areas owned by, and under the exclusive control of, the County, which would infringe on the approved departure and arrival path to the Vertiports to be constructed on the Premises. Notwithstanding any provision of this Section to the contrary, the parties acknowledge and agree that nothing in this Section shall be construed as requiring County to modify or otherwise restrict the height of existing structures or Improvements in order to accommodate the Project or to modify Miami Executive Airport's current or future development plans as set forth in the FAA-approved Airport Layout Plan or MDAD Master Plan as of the date hereof.

ARTICLE 17
Employees

17.01 Control of Employees:

The Lessee shall properly control the actions of its employees at all times that said employees are working on the Airport, ensuring that they present a neat appearance and discharge their duties in a courteous and efficient manner and that they maintain a high standard of service to the public. Lessee agrees to properly instruct its employees on all security requirements applicable to their actions at the Airport and the remedies, penalties and sanctions that may

result from a failure to comply with such security requirements. Lessee acknowledges that any employee of Lessee failing to comply with applicable security requirements shall be individually subject to remedies, penalties and sanctions provided in security provisions then applicable to their actions and that such remedies may include, but not be limited to, arrest and incarceration following conviction at trial, administrative meetings and hearings, fines, compulsory remedial training, and temporary or permanent loss of access privileges at the Airport.

17.02 Intentionally Left Blank:

17.03 Lessee's Responsibility for Employee Violations:

In the event the Lessee is in default of the covenants in Sub-Articles 17.01 (Control of Employees) and 17.03 (Lessee's Responsibility for Employee Violations) for failure to properly control its employees or by permitting its employees to improperly use facilities provided by the County for the use and convenience of the traveling public, the Lessor shall have the right to require the Lessee to conduct an investigation into any claimed violation of the covenants; if such investigation substantiates a violation, Lessee agrees to administer appropriate discipline up to and including discharge of the offending employee. Lessee acknowledges that notwithstanding any such disciplinary action taken by Lessee, County shall have the right to revoke or suspend the ID badge of any such employee in the manner set forth in Sub-Article 16.02 (Security Identification Display Areas Access- Identification Badges).

ARTICLE 18
Civil Actions

18.01 Governing Law; Venue:

This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The venue of any action on this Agreement shall be laid in Miami-Dade County, Florida, and any action to determine the rights or obligations of the parties hereto shall be brought in the appropriate courts of the State of Florida.

18.02 Notice of Commencement of Civil Action:

In the event that the Lessor or the Lessee commences a civil action where such action is based in whole or in part on an alleged breach of this Agreement, the Lessor and the Lessee agree that service of process shall be made pursuant to the rules of civil procedure in the court in which the action has been filed.

In the event that the County or the Lessee commences a civil action where such action is based in whole or in part on an alleged breach of this Agreement, and if Lessee has complied with its obligation to appoint a Registered Office/Agent under Sub-Article 18.03, County shall effect any initial service of process upon Lessee through such Registered Office/Agent in compliance with applicable rules of civil procedure pertaining to the court in which the action is brought and Lessee shall effect any initial service of process upon County in the manner provided by state or federal law applicable to the court in which the action is brought. If Lessee has failed to comply with such obligation, then the County and the Lessee agree to waive the foregoing procedure for initial service of process and agree to submit themselves to the jurisdiction of the court in which the action has been filed whenever service has been made in the following manner:

(A) Upon the County: by Certified Mail, Return Receipt Requested, sent to (a) the party indicated in Sub-Article 20.07 (Notices) on behalf of the County and (b) with a copy to the County Attorney, Aviation Division, P.O. Box, P.O. Box 025504, Miami, FL 33102-5504.

(B) Upon the Lessee: by personal service or by Certified Mail, Return Receipt Requested, upon the party indicated in Sub-Article 20.07 (Notices) on behalf of the Lessee, with a copy to whatever attorney the Lessee has designated in writing, if any.

In the event that the County and/or the Lessee raise an objection to service of initial pleadings as provided for herein, and the trial court overrules such objection, the objecting party shall pay liquidated damages (attorney's fees) in the amount of $250.00 to plaintiff in such action, prior to answering the complaint.

18.03 Registered Office/Agent; Jurisdiction:

Notwithstanding the provisions of Article 18.02 (Notice of Commencement of Civil Action), and in addition thereto, the Lessee, if a corporation, shall designate a registered office and a registered agent, as required by Section 48.091, Florida Statutes, such designations to be filed with the Florida Department of State in accordance with Section 607.0501, Florida Statutes. If the Lessee is a natural person, Lessee and Lessee's personal representatives hereby submit themselves to the jurisdiction of the Courts of this State for any cause of action based in whole or in part on an alleged breach of this Agreement.

ARTICLE 19
Trust Agreement

19.01 Incorporation of Trust Agreement by Reference:

Notwithstanding any of the terms, provisions and conditions of this Agreement, it is understood and agreed by the parties hereto that the provisions of the Amended and Restated Trust Agreement dated as of the 15th day of December, 2002, by and between the County and the JPMorgan Chase Bank as Trustee and Wachovia National Bank as Co-Trustee, (the "Trust Agreement") which Trust Agreement is incorporated herein by reference thereto, shall prevail and govern in the event of any conflict or inconsistency with or ambiguity relating to the terms and conditions of this Agreement, including the rents, fees or charges required herein, and their modification or adjustment. A copy of the Trust Agreement is available for inspection in the offices of the Lessor during normal working hours or may be viewed by following the link below:
http://www.miami-airport.com/library/pdfdoc/Propertise/Amended%20and%20Restated%20Trust%20Agreement%202002.pdf

19.02 Adjustment of Terms and Conditions:

If, at any time during the term of this Agreement, a court or Federal Agency of competent jurisdiction shall determine that any of the terms and conditions of this Agreement, including the rentals, fees and charges required to be paid hereunder to the County by the Lessee or by other Lessees under other Agreements of the County for the Lease or use of facilities used for similar purposes, are unjustly discriminatory, the County shall have the right to modify such terms and conditions and to increase or otherwise adjust the rentals, fees and charges required to be paid under this Agreement in such a manner as the County shall determine is necessary and reasonable so that the rentals, fees and charges payable by the Lessee and others shall not thereafter be unjustly discriminatory to any user of like

facilities and shall not result in any violation of the Trust Agreement or in any deficiency in revenues necessary to comply with the covenants of the Trust Agreement. In the event the County has modified the terms and conditions of this Agreement, including any adjustment of the rentals, fees and charges required to be paid to the County pursuant to this provision, this Agreement shall be amended to incorporate such modification of the terms and conditions including the adjustment or rentals, fees and charges upon the issuance of written notice from the Lessor to the Lessee.

19.03. Modifications Caused by DOT Order.

To the extent required by federal law, if an action before the U.S. Department of Transportation results in a final, unappealed order compelling modification of a term of this Agreement, the parties shall make appropriate modifications to this Agreement so as to be in compliance with such order.

ARTICLE 20
Other Provisions

20.01 No Representation:

The County makes no representation, warranty, guarantee, or averment of any nature whatsoever concerning the physical condition of the Premises, and it is agreed that County will not be responsible for any loss, damage or costs which may be incurred by the Lessee by reason of any such physical condition.

20.02 Headings:

Any headings preceding the text of any articles, paragraphs or sections of this Agreement shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

20.03 Interference:

The Lessee further expressly agrees to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the Airport or otherwise constitute an airport hazard.

20.04 Authorized Uses Only:

The Lessee shall not use or permit the use of the Premises for any illegal or unauthorized purpose or for any purpose which would increase the premium rates paid by the County on, or invalidate, any insurance policies of the County or any policies of insurance written on behalf of the Lessee under this Agreement.

20.05 Binding Effect:

The terms, conditions and covenants of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. This provision shall not constitute a waiver of any conditions prohibiting assignment or subletting.

20.06 Subordination to Federal Requirements

(A) This Agreement shall be subordinate to the provisions of any existing or future agreements between the County and the United States of America relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. All provisions of this Agreement shall be subordinate to the right of the United States of America to lease or otherwise assume control over the Airport, or any part thereof, during time of war or national emergency for military or naval use and any provisions of this Agreement inconsistent with the provisions of such lease to, or assumption of control by, the United States of America shall be suspended.

(B) This Agreement shall be amended by the parties from time to time in order to comply with Federal laws or regulations as they may be enacted, issued or amended from time to time. The parties agree that nothing in this Agreement shall compel a party to comply with a provision that is then in violation of or conflict with Federal laws or regulations as they may be enacted, issued or amended from time to time.

20.07 Notices:

All notices required or permitted to be given under the terms and provisions of this Agreement by either party to the other shall be in writing and shall be hand delivered or sent by courier or other accepted overnight service, registered or certified mail, return receipt requested, to the parties as follows:

As to the Lessor:

Director,
Miami-Dade County Aviation Department
Post Office Box 025504
Miami, Florida 33102-5504

Finance Manager
Miami-Dade County Aviation Department
P.O. Box 025504
Miami, Florida, 33102-5504

As to the Lessee:

MQ TMB HOLDINGS, LLC
1200 NW 57 AVENUE
MIAMI, FL 33126

or to such other address as may hereafter be provided by the parties in writing. Notices by registered or certified mail shall be deemed received on the delivery date indicated by the U.S. Postal Service on the return receipt or courier or overnight service receipt. Hand delivered notices shall be deemed received by the Lessee when presented to the local management representative of the Lessee.

20.08 Rights Reserved:

Rights not specifically granted the Lessee by this Agreement are reserved to the County.

20.09 Rights of County at Airport:

The County shall have the absolute right, without limitation, to make any repairs, alterations and additions to any structures and facilities at the Airport. The County shall, in the exercise of such right, be free from any and all liability to the Lessee for business damages occasioned during the making of such repairs, alterations and additions, except those occasioned by the sole active negligence of the County, its employees, or agents.

20.10 Rights to be Exercised by the Lessor:

Wherever in this Agreement rights are reserved to the County; such rights may be exercised by the Lessor.

20.11 No Waiver:

There shall be no waiver of the right of either party to demand strict performance of any of the provisions, terms and covenants of this Agreement nor shall there be any waiver of any breach, default or non-performance hereof by either party, unless such waiver is explicitly made in writing by the other party. Any previous waiver or course of dealing shall not affect the right of either party to demand strict performance of the provisions, terms and covenants of this Agreement with respect to any subsequent event or occurrence of any subsequent breach, default or non-performance hereof by the other party.

20.12 Right to Regulate:

Nothing in this Agreement shall be construed to waive or limit the governmental authority of the County, as a political subdivision of the State of Florida, to regulate the Lessee or its operations. Notwithstanding any provision of this Agreement, nothing herein shall bind or obligate the County, the Zoning Appeals Board, the Building and Zoning Department (as it may be renamed from time to time), the Planning Department, or any department, board or agency of the County to agree to any specific request of the Lessee that is related in any way to the regulatory or quasi-judicial power of the County; and the County shall be released and held harmless by the Lessee from any liability, responsibility, claims, consequential damages or other damages, or losses resulting from the denial or withholding of such requests, provided, however, that this provision shall not preclude any appeal from County action wherein the sole remedy sought is reversible of the County's action .

20.13 Severability:

If any provision of this Agreement or the application thereof to either party to this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions of this Agreement which can be given effect without the invalid provision, and to this end, the provisions of this Agreement are severable.

20.14 Inspections:

The authorized employees and representatives of the County and of any applicable Federal or State agency having jurisdiction hereof shall have the right of access to the Premises at all reasonable times for the purposes of inspection



and testing to determine compliance with the provisions of this Agreement. This right of inspection and testing shall impose no duty on the County to inspect and shall impart no liability upon the County should it not make any such inspections.

20.15 Payment of Taxes:

The Lessee shall pay all taxes and other costs lawfully assessed against its leasehold interests in the Premises, its Improvements and its operations under this Agreement; provided, however, the Lessee shall not be deemed to be in default of its obligations hereunder for failure to pay such taxes pending the outcome of any legal proceedings instituted to determine the validity of such taxes. Failure to pay the taxes upon the adverse ultimate conclusion of such legal proceedings against the Lessee shall constitute a default.

20.16 Quiet Enjoyment of Others:

The Lessee shall control the actions of its employees, agents, invitees and those doing business with it, to not annoy, disturb or be offensive to others and to provide the service hereunder to not unreasonably create a nuisance or thing which may disturb the quiet enjoyment of any other users of the Airport.

20.17 Radon Disclosure:

In accordance with Section 404.056, Florida Statutes, the following disclosure is hereby made:

Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

20.18 Force Majeure:

The terms and conditions of the Agreement (with the exception of the obligation of the Lessee to pay the amounts required by the terms of this Agreement) shall be subject to "Force Majeure". Neither the County nor the Lessee shall be considered in default in the performance of its obligations hereunder, if such performance is prevented or delayed because of unforeseen circumstances due to war, hostilities, revolution, civil commotion, strike, lock-out, epidemic, fire, wind, flood, hurricane, tornado, lightning, wind damage, or because of any law, order, proclamation, regulation or ordinance of any government or of any subdivision thereof because of any Act of God or any other cause whether of similar or dissimilar nature beyond the reasonable control of the party affected, provided that notice of such force majeure is given by the affected party to the other within ten (10) days of the beginning of said force majeure. Should one or both of the parties be prevented from fulfilling their contractual obligation by a state of force majeure lasting continuously for a period of six (6) months, the parties shall consult with each other regarding the implementation of the Agreement. Notwithstanding the foregoing, the prevention or delay of performance caused by the coronavirus disease 2019 (COVID-19) shall in no way be deemed by Lessee as a condition subject to Force Majeure.

20.19 Destruction of Premises:

In the event the Premises shall be destroyed or so damaged or injured by fire, windstorm, flood or other casualty (and in each such event the Lessee was not at fault in whole or in part) during the life of this Agreement that the Premises

or any portion thereof are rendered untenantable, the County shall have the right, but not the obligation, to render said Premises or damaged portion thereof tenantable by repairs completed within a reasonable period of time.

(A) Total Destruction: In the event the County elects not to render the Premises tenantable, if destroyed or damaged in their entirety, the Lessee shall be so notified in writing by the Lessor, and this Agreement shall be deemed terminated as of the date of the casualty, with the Lessee being liable only for payment of rentals on a pro rata basis as to whatever portion(s) of the Premises which were tenantable and used by the Lessee following the casualty. In such event, the Lessor shall endeavor to find adequate replacement premises for the Lessee in existing facilities on the Airport.

(B) If the casualty was caused in whole or in part by the Lessee, its officers, employees, agents, contractors or trespassers, then the Lessee shall not have the right to terminate this Agreement and shall be responsible under other provisions of this Agreement for payment to the County of all damage to the Premises, plus the loss of rentals attributable to the damaged or destroyed premises.

(C) If the Premises, or any portion thereof, are damaged by fire, the elements or other casualty, Tenant shall promptly remove all loose debris resulting from such damage from the Premises that may result in foreign object debris and shall promptly take such actions as will place the Premises in an orderly condition for the safety of Persons entering upon the Premises pending restoration of the Premises to the condition existing prior to such damage. If Tenant fails to promptly comply with the provisions of this Section, County may take such measures as it reasonably deems necessary to render the Premises in a safe condition. Tenant agrees that Tenant shall fully assume and be liable to County for payment of any costs incurred by County, plus a twenty-five percent (25%) administrative overhead fee, which costs and administrative overhead fee, shall be due and payable to County within thirty (30) days from the date of written notice provided by County.

20.20 Quiet Enjoyment:

Subject to the terms of this Agreement, specifically including, but not limited to, environmental remediation steps to be taken under Article 9 (Environmental Compliance), the County's right and obligation to make certain repairs, alterations, and additions under Articles 6 (Maintenance by Lessor) and 20.09 (Rights of County at Airport), which, for purposes of this clause, includes any and all demolition, in whole or in part, of buildings and runways, and roadway systems on or off the Airport, and the reservation of easement rights to the airspace under Article 16.12 (Right of Flight), all of which provisions and others in this Agreement, the Lessee acknowledges may cause disruption and disturbance to the Lessee, and upon the observance by the Lessee of all the terms, provisions, covenants, and conditions imposed upon the Lessee hereunder, the Lessee shall peaceably and quietly hold and enjoy the Premises for the term of this Agreement; provided, however, that the County shall not be liable for any violation of this clause or for any disturbance or disruption in or to the Lessee's business, for acts or omissions of tenants, users of the Airport, third parties or when any department or agency of the County is acting in its governmental capacity or by Acts of God.

20.21 Interpretation of Agreement:

This Agreement is the result of negotiation between the parties hereto and has been typed/printed by one party for the convenience of both parties, and the parties covenant that this Agreement shall not be construed in favor of or against any of the parties hereto.

20.22 Entirety of Agreement:

The parties hereto agree that this Agreement sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except as may be specifically authorized herein or by written instrument executed by the parties hereto.

Agreement No.
Customer No.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials as of the date first above written.

BOARD OF COUNTY COMMISSIONERS
OF MIAMI-DADE COUNTY, FLORIDA

By: _____
County Mayor

ATTEST: Juan Fernandez-Barquin
Clerk of the Board and Comptroller

By: _____
Deputy Clerk

Date: _____
(SEAL)

MQ TMB HOLDINGS, LLC.

BY: _____
President

Miguel Moniz
Print Name

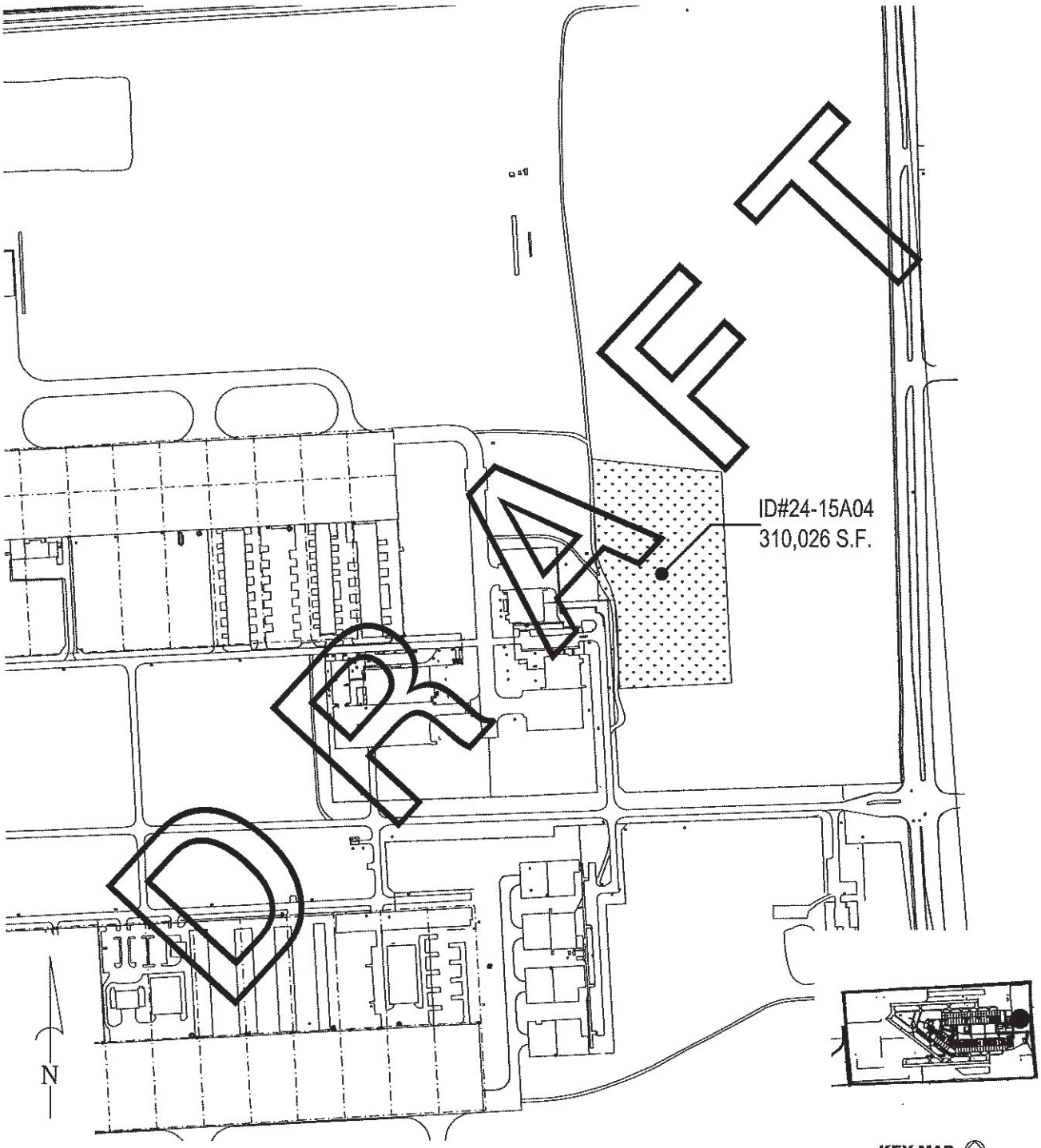
Date: 03/26/2026

ATTEST:

_____
Corporate Secretary

_____
Print Name

Approved as to form and Legal Sufficiency
Assistant County Attorney: _____
Date: _____



Airfield All

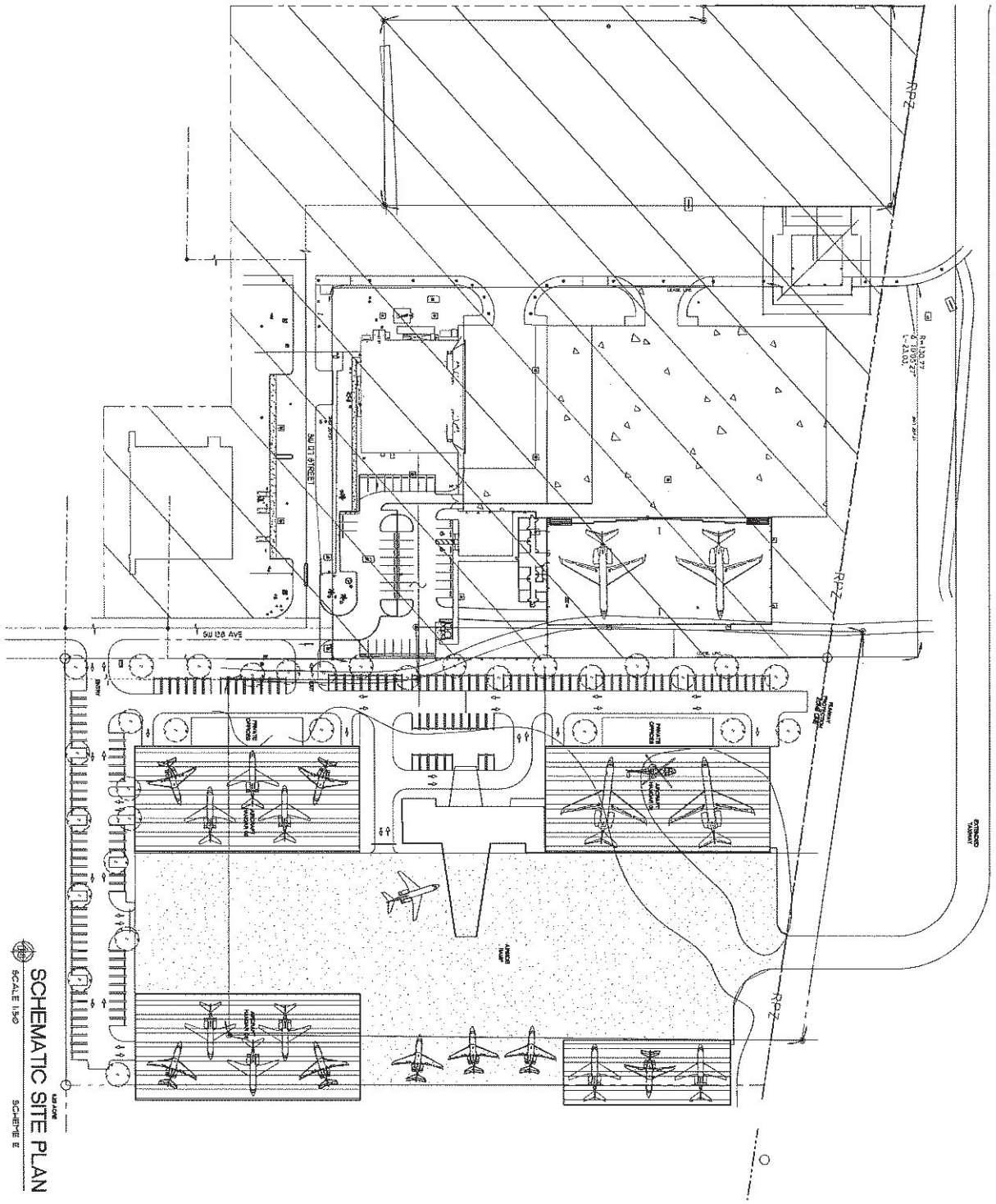
CODE:	SPACE CLASS	SQ. FT.
	Airside Land	310,026
		310,026

MIAMI DADE
AVIATION DEPARTMENT
KENDALL-TAMIAMI (TMB) AIRPORT

EXHIBIT P

MIAMI DADE AVIATION DEPARTMENT

SCALE: 1" = 500'	FILE #: 21251	DATE: 1/28/2026



SCHEMATIC SITE PLAN

SCALE 1:50

SCHEME E

DRAWN	AM
CHECKED	FRC
DATE	APR/24/24
SCALE	
JOB NO.	
SHEET NO.	A-01
OF SHEETS	

Stratos Station

PRIVATE AVIATION FBO

KENDALL– TAMIAMI AIRPORT

MIAMI-DADE COUNTY, FL

fred r. cardoso

ARCHITECT

FL #30313340

5830 SW 73 STREET • SOUTH MIAMI, FL 331434

• PH. (786) 547-2930

fred.cardoso55@gmail.com

Attachment B

Community Benefit

Lessee:

MQ TMB HOLDINGS, LLC
1200 NW 57 AVENUE
Miami, FL 33126

Premises (Description):

The Premises leased herein consist of the Land identified in the Survey attached hereto as Exhibit "A" +/-7.1 acres.

Community Benefit (Description):

MQ TMB Holdings commitment to provide a "Community Benefit" as part of the new Lease. MQ TMB will donate $0.01 of every gallon of fuel sold (excluding government contracts) through private agreements between MQ TMB and George T. Baker Aviation Technical College, for the first five (5) years of our Lease. At the beginning of Year six (6), the donation will increase to $0.015 per gallon of aviation fuel sold (excluding government contracts) for five (5) years. Beginning in Year eleven (11), the donation will further increase to $0.02 per gallon of aviation fuel sold (excluding government contracts) and will continue for the term of the new Lease.

EXHIBIT Y

TENANT AIRPORT CONSTRUCTION NON-REIMBURSABLE (TAC-N) PROJECTS

PURPOSE

To provide details for the initiation and management of a Tenant Airport Construction Program non-reimbursable project.

DEFINITIONS

FAA	Federal Aviation Administration
A/E	Tenant's State Registered Architect or Engineer responsible for the design of the project.
BCC	Board of County Commissioners
GSA	General Services Administration
MARC	Miscellaneous Asbestos Recovery Contract
MCC/TAC	Miscellaneous Construction Contract/Tenant Airport Construction
MDAD	Miami Dade Airport Aviation
NTP	Notice to Proceed
PM	Project Manager
TAC-N	Tenant Airport Construction Non-Reimbursable Project
Tenant	Business Partner, Lessee

GENERAL INFORMATION

Summary of Department Process for Design and Construction of TAC-N Projects

When an airport tenant wishes to improve or expand a leasehold area, the tenant must contact the MDAD Manager, Properties and Commercial Operations to discuss the proposed improvement or expansion. The Manager, Properties and Commercial Operations or designee determines whether the proposed design and construction will be a reimbursable or a non-reimbursable project.

If the determination is that the proposed design and construction are non-reimbursable, the tenant must submit a letter to MDAD requesting approval to design and construct the project, detailing the proposed construction and providing a proposed schedule and cost estimate.

The Manager, Properties and Commercial Operations or designee prepares a Quick Check Form and forwards it to the MDAD Manager, Planning, the MDAD Design Chief, the MDAD Manager, Maintenance Engineering, the MDAD Manager, Terminal Facilities, and others as appropriate, for review and approval. The following documents, at a minimum, are attached to the form:

- Tenant's Letter to MDAD requesting MDAD to approve the project shall include the following attachments:
- Conceptual drawings/sketches
- Completed Tenant Project Information Sheet providing the following information:
  - ✓ Project Name
  - ✓ Scope of Work (project description)
  - ✓ Project Cost (tenant's estimate) broken down between design and construction
  - ✓ Tenant's Name and Contact Person's name and telephone numbers
  - ✓ A/E of Record Name and Contact Person's name and telephone numbers
  - ✓ Contractor Name and Contact Person's name and telephone numbers
  - ✓ Verification that the Tenant has been instructed on insurance responsibilities and MDAD TAC-N procedures and requirements

The Manager, Planning ensures that the project is assigned a Project Number in accordance with Facilities Division Procedure FD1-020.

If the listed Managers or designees approve the Quick Check Form and the project does not require approval by the Miami-Dade Board of County Commissioners (BCC), the Manager, Properties and Commercial Operations issues a Concept Approval Letter to the tenant, advising the tenant to proceed with the project and addressing compliance with the MDAD Design Guidelines as applicable and compliance with the TAC-N design and construction procedures. The Manager, Properties and Commercial Operations forwards copies of the letter to the Assistant Aviation Director, Facilities Development, the Manager, Planning, and the MCC/TAC Chief, copying all attachments to the MCC/TAC Chief.

If the project requires approval by the Miami-Dade Board of County Commissioners (BCC), the Manager, Properties and Commercial Operations prepares the necessary documentation for presentation to the BCC requesting an amendment to the existing lease and to authorize the project.

Upon approval by the BCC, the Manager, Properties and Commercial Operations will send a letter, attaching copies of the executed lease amendment, the County Manager's memorandum, and the BCC resolution to the tenant advising the tenant to proceed with the project in accordance with the terms of the lease as approved by the BCC. The letter will constitute the Hand Off to the Facilities Division.

PROCEDURES for DESIGN and CONSTRUCTION

Upon receipt of the copy of the letter from Properties to the tenant, the MCC/TAC Chief shall prepare a New Project Memorandum providing details and requirements of the project and designating a TAC-N Project Manager.

1. The TAC-N Project Manager shall contact the tenant to review the design and construction process.
2. It is the responsibility of the tenant through its Architect/Engineer (A/E) and/or Contractor to:
   - Obtain copies of relevant as-built drawings from MDAD Technical Support Division (305-876-7057)
   - Verify field conditions, including but not limited to electrical, mechanical, HVAC, plumbing, water, sewer, structural, and connecting points for all utilities, HVAC, fire protection, and smoke evacuation systems.
   - Ensure that if the project is located at the MIA Terminal Complex, the design is in compliance with the MDAD Design Guidelines Manual (found at www.miami-airport.com). Exception: projects in the cargo areas and at the General Aviation Airports need only meet civil work Design Guidelines or as noted as per the terms of the lease.
   - Obtain an MDAD Miscellaneous Asbestos Recovery Contract Status Report for the project from MDAD Environmental Engineering Division (305-876-8326).
   - Coordinate schedules and locations for material deliveries to MIA with MDAD Landside Operations Division (305-876-7086).
   - Coordinate schedules and construction activities at MIA with MDAD Terminal Operations Division (305-876-7082).
   - Coordinate airside access at MIA with MDAD Airside Operations Division (305-876-7482).
   - Coordinate MIA identification badging and security orientation requirements with MDAD Safety and Security Operations Division (306-876-4028).
   - Coordinate utility information and issues, including shutdown procedures, with MDAD Maintenance Engineering (305-876-7477).

- Coordinate requirements and specific procedures for obtaining Miami-Dade Department of Environmental Resources Management (DERM) and Florida Department of Environmental Protection (DEP) permits and for dewatering, excavating, trenching, stockpiling, maintenance and disposal of contaminated material activities with the MDAD Environment and Airport Engineering Division (305-869-1063).

- Each sheet of the construction plans shall be identified with a title box that includes the following information:

PROPERTY OWNER:	MIAMI-DADE AVIATION DEPARTMENT
ADDRESS:	P.O. BOX 592075, MIAMI, FLORIDA 33159-2075
TAC-N PROJECT MANAGER:	
TAC-N PROJECT MANAGER PHONE:	FAX No.
PROJECT OWNER/ LESSEE:	
ADDRESS:	
TENANT PROJECT MANAGER:	
TENANT PROJECT MANAGER PHONE:	FAX No.

3. The TAC-N Project Manager shall determine at what design phase how many sets of construction documents shall be submitted for review.

4. The tenant or its A/E shall submit the required number of sets of documents to the TAC-N Project Manager.

5. The TAC-N Project Manager shall forward document sets to pre-determined reviewers. The documents shall be attached to a TAC-N Design Review Memorandum (Facilities Division Form FD3-061). The memorandum shall identify at what percent completion the drawings are and by what date review comments must be returned.

6. Concurrently to sending the review package the TAC-N Project Manager shall forward by email to the reviewers Chief a Design Review Transmittal (Facilities Division Form FD3-009), notifying them of the review process.

7. The TAC-N Project Manager shall submit the sets of Construction Documents to Consultants and MDAD staff for in-house Design Review. This process has a duration of fourteen (14) calendar days. The Reviewers will fax any issues/comments directly to the tenants' A/E of Record and to the TAC-N Project manager within (14) calendar days of receipt of the plans. The tenant or tenants' A/E shall confirm receipt of all Review Comments with the TAC-N Project Manager.

8. The TAC-N Project Manager shall ensure that comments and issues introduced by reviewers are discussed and resolved.

9. The tenant must submit for back-check, three sets of 100% construction documents with all reviewer-required changes incorporated. One of these sets must have the A/E of Record's signature and seal on every design sheet.

10. The 100% construction drawings submitted for back-check must be accompanied with notarized letter to the TAC-N Project Manager on the A/E's company's letterhead requesting a TAC-N Letter of Concurrence to be provided to the tenant (Facilities Division Form FD5-017). The A/E's letter must contain the following two paragraphs verbatim:

> This letter will serve as our request for the issuance of your TAC-N Letter of Concurrence for the above referenced project that will allow the tenant to apply for a Building Permit.

As the tenant's Architect/Engineer of Record, we have satisfied all comments and issues originating from the TAC-N Design Review process by means of revisions to the 100% Construction Documents. These revisions will produce a project in compliance with all MDAD and FAA requirements. Further, we realize that the final responsibility for the design and compliance with all applicable codes, standards, and ordinances rests solely with the tenant's Architect/Engineer of Record.

11. The TAC-N Project Manager shall advise the tenant of the Miami-Dade General Services Administration (GSA) Risk Management Division insurance requirements. Prior to the issuance of the MDAD Letter of Concurrence to the tenant, execution of contract documents by the tenant and its contractor, the tenant shall provide copies of all of the contractor's certificates of insurance to the TAC-N Project Manager who shall request MDAD Risk Management to review them. Upon satisfactory review and compliance with item thirteen (13) below, the MDAD Letter of Concurrence will be issued, unless there are more requirements as identified in item fourteen (14) below.

12. The TAC-N Project Manager shall review the submitted documents. The reviewers will be asked to sign a TAC-N Design Review 100% Back Check Form (Facilities Division Form FD3-062) indicating that their comments have been complied with and incorporated into the revised 100% final documents. It is the responsibility of the tenant's Consultants to obtain the reviewer's signature on the 100% back-check form.

13. For those TAC-N projects that require an amended Lease Agreement and as per the terms of the lease, the following documents must be submitted prior to the issuance of the Letter of Concurrence and prior to construction.

    a) Performance and Payment Bonds in compliance with the terms of the Lease

    b) Copy of the Building Permit

    c) The Environmental Insurance Policy as applicable.

    d) A check in the amount that represents 1% of the budgeted construction hard costs for reimbursement of MDAD Building Department fees.

    e) Contract completion bond as applicable.

    f) Insurance required.

14. Once all reviewers have signed the TAC-N Design Review 100% Back Check, the MCC/TAC Chief shall issue a Letter of Concurrence (Facilities Division Form FD5-017) enabling the tenant to apply for a building permit. **Absent the signature of the 100% back-check form indicating incorporation of the reviewer's comments in the back-check drawings, and all the requirements as listed in items twelve (12) thirteen (13) and fourteen (14), the Letter of Concurrence will not be issued.** The Letter of Concurrence will be valid for sixty (60) calendar days from date of issue. If the tenant or A/E of Record has not applied for a building permit within sixty (60) calendar days, a new Letter of Concurrence will have to be issued. The tenant must request the new Letter of Concurrence from the TAC-N Project Manager.

15. The tenant shall complete a Building Permit Application and submit it to the Miami-Dade Building Department Satellite Office on the First Floor of Miami International Airport Building 3030 (4331 NW 22 Street, Suite B-130, Miami FL 33159). The Letter of Concurrence, a copy of the Miscellaneous Asbestos Recovery Contract (MARC) report, if required, and two (2) signed and sealed permit sets of the project 100% construction documents must be attached to the application. The Satellite Office may be reached at 305-869-1081.

16. The tenant shall select a contractor to perform the work.

17. The TAC-N Project Manager shall complete a Wrap-Up Insurance Program Notification of Contract Award (Facilities Division Form FD5-031, if applicable) and forward it to the Wrap-Up Insurance Program Broker, the Manager, Properties and Commercial Operations, MDAD Risk Management, Thereafter the TAC-N Project Manager issues a Notice to Proceed.

18. Prior to commencement of construction, the tenant shall submit copies of the Construction Schedule, the Design and Construction Budget, and the Building Permit to the TAC-N Project Manager. The tenant must also provide any revisions to these documents to the TAC-N Project Manager as they are issued.

19. The TAC-N Project Manager shall determine, based on the complexity and magnitude of the project, if a pre-construction meeting should be held and if regularly scheduled construction meetings are required. If required, the frequency of construction meetings will be based on the complexity and duration of the project. The tenant's A/E and contractor, the TAC-N Project Manager, or designee, and others, as may be required, will attend the construction meetings.

20. The TAC-N Project Manager, or designee, shall periodically visit the jobsite. The permit set of drawings must be available on the construction site at all times.

21. Depending on a project's complexity, at project completion a walk-through may be scheduled and coordinated by the TAC-N Project Manager.

22. Unless otherwise agreed, the tenant must submit to the TAC-N Project Manager copies of the following documents at project completion:
    - Signed off Building Permit Inspection (within twenty-four hours of issue)
    - Certificate of Occupancy or Certificate of Completion (within twenty-four hours of issue)
    - Warranties, manuals, instructions, etc. for any equipment that will be maintained by MDAD
    - As-Built drawings (record drawings) on bond paper, signed and sealed by the tenant's Architect of Record within thirty (30) days from issue of the Certificate of Occupancy or Completion. Depending on the size or complexity of the project, the tenant may be requested to provide the as-builts as mylar drawings, 35mm aperture cards, or digital files.

23. When the Certificate of Occupancy has been issued and all As-Built Records have been transferred to MDAD Technical Support Division, the TAC-N Project Manager and tenant shall close the project.

COUNTY REQUIRED CONSTRUCTION CODES TENANT MUST ADHERE TO (IF APPLICABLE):

Sec. 2-11.15. - Works of art in public places:

Art in Public Places ("APP") provisions of the Miami-Dade County Code and Administrative Order, as managed by the Miami-Dade County Department of Cultural Affairs ("Department of Cultural Affairs") pursuant to Procedure 358 in the Miami-Dade County Procedures Manual ("Procedures Manual") provides that the Tenant/Developer shall transmit 1.5% of the Project costs for all development on County land (as outlined in the Procedures Manual) to the Miami-Dade Aviation Department to be deposited in the Aviation Art in Public Places Trust Account for the implementation of the APP program. The Tenant/Developer is required to work collaboratively with the Department of Cultural Affairs on the implementation of the APP program pursuant to the requirements of said program.

Sec. 2-11.16. - County construction contracts:
Lessee is aware of the policy of Miami-Dade County that in all leases of County-owned land which provide for privately funded construction improvements thereon whose construction costs are greater than or equal to $5 million dollars, or construction improvements where any portion of

which are financed by any federal, state or local governmental entity or by bonds issued by such entities, including the Industrial Development Authority (IDA), the Tenant shall include the requirements of the Responsible Wages Ordinance codified as Section 2-11.16 of the Miami-Dade County Code, as well as Implementing Order #3-24 in all applicable construction contracts. Lessee agrees to comply with all applicable provisions of such ordinance and implementing order.

Sec. 2-11.17. - Residents First Training and Employment Program:
In accordance with this section of the Miami-Dade County Code, all contractors/subcontractors of any tier performing on a contract for (i) the construction, demolition, alteration and/or repair of public buildings or public works valued in excess of $1,000,000 funded completely or partially by Miami-Dade County, or (ii) privately funded projects or leases valued in excess of $1,000,000 for the construction, demolition, alteration or repair of buildings or improvements located on County-owned land, and which are subject to Section 2-11.16 of the Code of Miami-Dade County shall comply with the requirements of the Resident First and Employment Program.

i. Prior to working on the project, all persons employed by the contractor/subcontractor to perform construction shall have completed, the OSHA 10 Hour safety training course established by the Occupational Safety & Health Administration of the United States Department of Labor. Such training does not need to be completed at the time of bidding but shall be completed prior to the date persons are employed on the project.

ii. The contractor/subcontractor will make its best reasonable efforts to promote employment opportunities for local residents and seek to achieve a project goal of having fifty-one percent (51%) of all Construction Labor hours performed by Miami-Dade County residents. To verify workers' residency, firms shall require each worker to produce a valid driver's license or other form of government-issued identification.

ASSOCIATED FORMS

1. Facilities Division Form FD3-009 Design Review Transmittal
2. Facilities Division Form FD3-061 TAC-N Design Review Memorandum
3. Facilities Division Form FD3-062 TAC-N 100% Back Check Sign-off Sheet
4. Facilities Division Form FD5-017 TAC-N Concurrence Letter
5. Facilities Division Form FD5-031 Wrap-Up Insurance Program Notification of Contract Award