

**Date:** January 21, 2010

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

**From:** George M. Burgess   
County Manager

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

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

**Resolution No. R-13-10**

**RECOMMENDATION**

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

**BACKGROUND**

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

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

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

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

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

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

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

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

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

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

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

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

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



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Assistant County Manager

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

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**RECOMMENDATION**

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

**SCOPE**

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

**FISCAL IMPACT/FUNDING SOURCE**

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

**TRACK RECORD/MONITOR**

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

**COMPLIANCE DATA**

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

**BACKGROUND**

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

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

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

**PROJECT:** Retail Concession Program, Package 5

**PROJECT NO.** RFP No. MDAD-05-05

**PROJECT LOCATION:** Miami International Airport

**COMPANY NAME:** Air Sun JV

**TERM OF AGREEMENT:** The operational term will commence upon the termination of the interim term as defined in the Agreement and expire on the last day of the eighth year thereafter unless sooner terminated.

**OPTION(S) TO RENEW:** At the sole discretion of the County, the initial eight-year operational term may be extended for a maximum of one two-year term provided the extension is mutually agreed to by the County and the concessionaire in writing.

**RECOMMENDED MODIFICATION:** Amend Lease and Concession Agreement Sub-article 3.01, Minimum Annual Guarantee, to require payment of the lesser of a percentage fee or the MAG payments for the first year and to start that year on the day of beneficial occupancy rather than the lease effective date.

**CONTRACT MEASURES:** Voluntary

**CONTRACT MEASURES ACHIEVED AT AWARD:** 30% Airport Concession Disadvantaged Business Enterprises (ACDBE) goal.

**CURRENT ACDBE FIRMS:** Corliss Stone – Littles LLC (JV Partner)

**CONTRACT MEASURE ACHIEVED TO DATE:** 30% of gross revenues (\$256,082.00)

**COMPANY PRINCIPALS:** Joint Venture with Sunglass Hut Trading, LLC and Corliss Stone-Littles, LLC

**GENDER, ETHNICITY & OWNERSHIP BREAKDOWN:** Majority White Male Owned

**COMPANY LOCATION:** 4000 Luxottica Place  
Mason, OH 45040

**HOW LONG IN BUSINESS:** Three and a half years

**PREVIOUS AGREEMENTS WITH THE COUNTY WITHIN THE PAST FIVE (5) YEARS:** None

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

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

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**RECOMMENDATION**

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

**SCOPE**

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

**FISCAL IMPACT/FUNDING SOURCE**

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

**TRACK RECORD/MONITOR**

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

**COMPLIANCE DATA**

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

**BACKGROUND**

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

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

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

**PROJECT:** Foodservice Concessions - RFP 01-05 Package Two

**PROJECT NO.:** RFP No. MDAD-01-05

**PROJECT LOCATION:** Miami International Airport

**COMPANY NAME:** Areas USA, Inc., now known as Areas USA, MIA, LLC

**TERM OF AGREEMENT:** The operational term will commence upon the termination of the interim term as defined in the Agreement and expire on the last day of the eighth year thereafter unless sooner terminated.

**OPTIONS TO RENEW:** At the sole discretion of MDAD, the initial eight-year term may be extended for two separate one-year terms provided each extension is mutually agreed to by MDAD and the concessionaire in writing.

**RECOMMENDED MODIFICATION:** Amend Lease and Concession Agreement Sub-article 3.01, Minimum Annual Guarantee, to require payment of the lesser of a percentage fee or the MAG payments for the first year and to start that year on the day of beneficial occupancy rather than the lease effective date. Also amend Sub-article 3.06, Annual Rental, to provide that concessionaire shall not be required to pay annual rent for specified South Terminal locations until the first anniversary date of beneficial occupancy for the location(s).

**CONTRACT MEASURE:** 32% Airport Concession Disadvantaged Business Enterprise (ACDBE) goal.

**CONTRACT MEASURES ACHIEVED AT AWARD:** 34.4%

**CURRENT ACDBE FIRMS:**

Caribbean Airport Cuisine, Inc.	9.0%
WC Robinson & Associates, Inc	7.4%
*Gateway Concessions Inc. JV	8.0%
*DP Administration Inc.	10.0%

\*AREAS USA build-out and management operations were delayed due to MIA construction delays; ACDBE participation was severely affected by the economic down-turn, as a result **DP Administration Inc.** and **Gateway Concessions Inc.** will not participate as originally proposed. AREAS USA has made assurances to MDAD that ACDBE participants will increase with the opening of large Food Court locations in North Terminal (2011).

**CONTRACT MEASURE ACHIEVED TO DATE:** 16.4% of gross revenues (\$676,053.00)

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

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

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**RECOMMENDATION**

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

**SCOPE**

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

**FISCAL IMPACT/FUNDING SOURCE**

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

**TRACK RECORD/MONITOR**

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

**COMPLIANCE DATA**

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

**BACKGROUND**

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

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

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

**PROJECT:** Retail Concession Program – Package Six

**PROJECT NO.** RFP No. MDAD-05-05

**PROJECT LOCATION:** Miami International Airport

**COMPANY NAME:** Brookstone Stores, Inc.

**TERM OF AGREEMENT:** The operational term will commence upon the termination of the interim term as defined in the Agreement and expire on the last day of the eighth year thereafter unless sooner terminated.

**OPTION(S) TO RENEW:** At the sole discretion of the County, the initial eight-year operational term may be extended for a maximum of one two-year term provided the extension is mutually agreed to by the County and the concessionaire in writing.

**RECOMMENDED MODIFICATION:** Amend Lease and Concession Agreement Sub-article 3.01, Minimum Annual Guarantee, to require payment of the lesser of a percentage fee or the MAG payments for the first year and to start that year on the day of beneficial occupancy rather than the lease effective date.

**CONTRACT MEASURE:** Voluntary

**CONTRACT MEASURE ACHIEVED AT AWARD:** Firm elected not to provide ACDBE participation

**CONTRACT MEASURE ACHIEVED TO DATE:** N/A

**COMPANY PRINCIPALS:** George Sutherland                      Thomas F. Moynihan  
Robert W. Fusco                              Philip Roizin  
Jonathan D. Cohen

**GENDER, ETHNICITY & OWNERSHIP BREAKDOWN:** 100% of stock is owned by Brookstone Company, Inc.

**COMPANY LOCATION:** One Innovation Way  
Merrimack, NH 03054

**HOW LONG IN BUSINESS:** Fourteen years

**PREVIOUS AGREEMENTS WITH THE COUNTY WITHIN THE PAST FIVE (5) YEARS:** None

**LIVING WAGE:** Not Applicable

**INSPECTOR GENERAL:** Provisions included in the agreement

**FUNDING SOURCE:** This is a revenue-generating agreement

**USER AGENCY:** Miami-Dade Aviation Department

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

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**RECOMMENDATION**

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

**SCOPE**

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

**FISCAL IMPACT/FUNDING SOURCE**

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

**TRACK RECORD/MONITOR**

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

**COMPLIANCE DATA**

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

**BACKGROUND**

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

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

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

**PROJECT:** Foodservice Concessions RFP 01-05 Package One

**PROJECT NO.:** RFP No. MDAD-01-05

**PROJECT LOCATION:** Miami International Airport

**COMPANY NAME:** Concessions Miami, LLC (RFP 01-05 Package One)

**TERM OF AGREEMENT:** The operational term will commence upon the termination of the interim term as defined in the Agreement and expire on the last day of the eighth year thereafter unless sooner terminated.

**OPTIONS TO RENEW:** At the sole discretion of MDAD, the initial eight-year term may be extended for two separate one-year terms provided each extension is mutually agreed to by the Department and the Concessionaire in writing.

**RECOMMENDED MODIFICATION:** Amend Lease and Concession Agreement Sub-article 3.01, Minimum Annual Guarantee, to require payment of the lesser of a percentage fee or the MAG payments for the first year and to start that year on the day of beneficial occupancy rather than the lease effective date. Also amend Sub-article 3.06, Annual Rental, to provide that concessionaire shall not be required to pay annual rent for specified South Terminal locations until the first anniversary date of beneficial occupancy for the location(s).

**CONTRACT MEASURE:** 32% Airport Concession Disadvantaged Business Enterprise (ACDBE) goal.

**CONTRACT MEASURES ACHIEVED AT AWARD:** 60.4%

**CURRENT ACDBE FIRMS:**

Las Vegas Restaurant II Corp.	37.4%
Phillips Concessions, LLC	16.8%
Arriaza Bakery Inc.	6.2%

**CONTRACT MEASURE ACHIEVED TO DATE:** 44.91% of gross revenues (\$333,781,781.95)

**COMPANY PRINCIPALS:** Anthony Joseph, President  
Irina Vilarino, Vice President  
Eric Hilton, Secretary  
Milton Castillo, Treasurer

**GENDER, ETHNICITY AND OWNERSHIP BREAKDOWN:**

<u>Limited Liability Company</u>	
Concessions Miami, LLC	60%
Las Vegas Restaurant II Corp.	40%

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

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

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**RECOMMENDATION**

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

**SCOPE**

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

**FISCAL IMPACT/FUNDING SOURCE**

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

**TRACK RECORD/MONITOR**

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

**COMPLIANCE DATA**

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

**BACKGROUND**

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

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

**PROJECT:** Duty-and-Tax-Free Concession

**PROJECT LOCATION:** Miami International Airport

**TERM OF CONTRACT:** Nine years

**OPTIONS TO RENEW:** Two one-year terms by mutual agreement of the parties

**RECOMMENDED MODIFICATION:** Amend Lease and Concession Agreement Sub-article 3.01, Minimum Annual Guarantee to require payment of the lesser of the percentage fee or the MAG for the first year and to start that year on the day of beneficial occupancy rather than the lease effective date. Also amend Sub-article 3.06, Annual Rental, to provide that concessionaire shall not be required to pay annual rent for specified South Terminal locations until the first anniversary date of beneficial occupancy for the location(s).

**CONTRACT MEASURE:** 30% Airport Concession Disadvantaged Business Enterprise (ACDBE) goal.

**CONTRACT MEASURE ACHIEVED AT AWARD:** 30%

**CURRENT ACDBE FIRMS:**

Concourse Concessions, Inc.	20%
Siboney Wine & Spirits Merchants	10%

**CONTRACT MEASURE ACHIEVED TO DATE:** 30% of gross revenues (\$5,648,310.49)

**COMPANY NAME:** Duty Free Americas Miami, LLC

**COMPANY PRINCIPALS:** Simon Falic  
Jerome Falic  
Leon Falic  
Bettye Dixon  
Jaime Alonso

**GENDER, ETHNICITY & OWNERSHIP BREAKDOWN:** Limited Liability Company  
Duty Free Americas Airports, Inc., 70%  
Concourse Concessions, Inc., 20%  
Siboney Wine & Spirits Merchants, 10%

**COMPANY LOCATION:** 6100 Hollywood Blvd.  
Hollywood, FL 33024

**HOW LONG IN BUSINESS:** Four-and-a-half years

**PREVIOUS AGREEMENTS  
WITH THE COUNTY IN LAST  
FIVE (5) YEARS:**

None

**LIVING WAGE:**

Not Applicable

**INSPECTOR GENERAL:**

Provisions included in the agreement

**FUNDING SOURCE:**

This is a revenue-generating agreement

**USER AGENCY:**

Miami-Dade Aviation Department

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

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**RECOMMENDATION**

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

**SCOPE**

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

**FISCAL IMPACT/FUNDING SOURCE**

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

**TRACK RECORD/MONITOR**

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

**COMPLIANCE DATA**

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

**BACKGROUND**

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

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

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

**PROJECT:** Retail Concession Program – Package One

**PROJECT NO.** RFP No. MDAD-05-05

**PROJECT LOCATION:** Miami International Airport

**COMPANY NAME:** Faber, Coe & Gregg of Florida, Inc., operating as Faber MIA LLC.

**TERM OF AGREEMENT:** The operational term will commence upon the termination of the interim term as defined in the Agreement and expire on the last day of the eighth year thereafter unless sooner terminated.

**OPTION(S) TO RENEW:** At the sole discretion of the County, the initial eight-year operational term may be extended for a maximum of one two-year term provided the extension is mutually agreed to by the County and the concessionaire in writing.

**RECOMMENDED MODIFICATION:** Amend Lease and Concession Agreement Sub-article 3.01, Minimum Annual Guarantee, to require payment of the lesser of the percentage fee or the MAG for the first year and to start that year on the day of beneficial occupancy rather than the lease effective date.

**CONTRACT MEASURE:** 30% Airport Concession Disadvantaged Business Enterprise (ACDBE) goal.

**CONTRACT MEASURE ACHIEVED AT AWARD** 37%\*

**CURRENT ACDBE FIRMS:**

Corliss Stone – Littles LLC (L'Occitane 35% JVP)	2%
Taxco Sterling, Inc	11%
Arriaza Bakery, Inc	21%

\*Puryear had 3% participation, but is no longer part of this agreement. Faber anticipates re-allocating the 3% among the remaining ACDBE firms.

**CONTRACT MEASURE ACHIEVED TO DATE:** 13% of gross revenues (\$121,793.00)

**COMPANY PRINCIPALS:** Charles Finkelstein  
Gary Lindstrom  
Burton Friedman

**GENDER, ETHNICITY & OWNERSHIP BREAKDOWN:** White Male

**COMPANY LOCATION:** 550 Meadowlands Parkway  
Secaucus, NJ 07094

**HOW LONG IN BUSINESS:** Over 47 years

**PREVIOUS AGREEMENTS  
WITH THE COUNTY WITHIN  
THE PAST FIVE (5) YEARS:**

None

**LIVING WAGE:**

Not Applicable

**INSPECTOR GENERAL:**

Provisions included in the agreement

**FUNDING SOURCE:**

This is a revenue-generating agreement

**USER AGENCY:**

Miami-Dade Aviation Department

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

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**RECOMMENDATION**

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

**SCOPE**

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

**FISCAL IMPACT/FUNDING SOURCE**

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

**TRACK RECORD/MONITOR**

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

**COMPLIANCE DATA**

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

**BACKGROUND**

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

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

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

**PROJECT:** Bookstore Café Specialty Retail

**PROJECT NO.** RFP No. MDAD-01-07

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**PROJECT LOCATION:** Miami International Airport

**COMPANY NAME:** Host International, Inc.

**TERM OF AGREEMENT:** The operational term will commence upon the termination of the interim term as defined in the Agreement and expire on the last day of the eighth year thereafter unless sooner terminated.

**OPTION(S) TO RENEW:** At the sole discretion of the County, the initial eight-year operational term may be extended for a maximum of one two-year term provided the extension is mutually agreed to by the County and the Concessionaire in writing.

**RECOMMENDED MODIFICATION:** Amend Lease and Concession Agreement Sub-article 3.01, Minimum Annual Guarantee to require payment of the lesser of the percentage fee or the MAG for the first year and to start that year on the day of beneficial occupancy rather than the lease effective date

**CONTRACT MEASURE:** Voluntary

**CONTRACT MEASURE ACHIEVED AT AWARD:** 30% of gross revenues

**CURRENT ACDBE FIRMS:** Master Concessionaire (Joint Venture)

**CONTRACT MEASURE ACHIEVED TO DATE:** N/A, Location opened September 2, 2009

**COMPANY PRINCIPALS:** Charles E. Powers  
Laura A. Babin  
Bernard N. Brown

**GENDER, ETHNICITY & OWNERSHIP BREAKDOWN:** White Male/Female

**COMPANY LOCATION:** 6905 Rockledge Drive  
Bethesda, MD 20817

**HOW LONG IN BUSINESS:** Twenty-seven years

**PREVIOUS AGREEMENTS WITH THE COUNTY WITHIN THE PAST FIVE (5) YEARS:** Two (2) Lease and Concession agreements: one (1) for Retail (News & Gifts) and one (1) for Food & Beverage services

**LIVING WAGE:** Not Applicable

**INSPECTOR GENERAL:** Provisions included in the agreement

**FUNDING SOURCE:** This is a revenue-generating agreement

**USER AGENCY:** Miami-Dade Aviation Department

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

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**RECOMMENDATION**

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

**SCOPE**

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

**FISCAL IMPACT/FUNDING SOURCE**

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

**TRACK RECORD/MONITOR**

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

**COMPLIANCE DATA**

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

**BACKGROUND**

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

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

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

**PROJECT:** Retail Concession Program – Package Eight

**PROJECT NO.** RFP No MDAD-05-05

**PROJECT LOCATION:** Miami International Airport

**COMPANY NAME:** Miami Concepts formerly known as Miami-To-Go, Inc.

**TERM OF AGREEMENT:** The operational term will commence upon the termination of the interim term as defined in the Agreement and expire on the last day of the eighth year thereafter unless sooner terminated.

**OPTION(S) TO RENEW:** At the sole discretion of the County, the initial eight-year operational term may be extended for a maximum of one two-year term provided the extension is mutually agreed to by the County and the concessionaire in writing.

**RECOMMENDED MODIFICATION:** In addition to the name change, amend Lease and Concession Agreement Sub-article 3.01, Minimum Annual Guarantee, to require payment of the lesser of a percentage fee or the MAG payments for the first year and to start that year on the day of beneficial occupancy rather than the lease effective date.

**ACDBE GOAL:** Voluntary

**CONTRACT MEASURE ACHIEVED AT AWARD:** Miami-To-Go, Inc. is 100% ACDBE

**CONTRACT MEASURE ACHIEVED TO DATE:** Miami-To-Go, Inc., as 51%\* ACDBE (\$1,105,984.98)  
 \*The corporate structure has changed. Originally MTG was 100% owner; however, this amendment includes a company change such that now MTG only owns part of the new company Miami Concepts LLC, but is majority owner at 51%.

**COMPANY PRINCIPAL:** Carole Ann Taylor

**GENDER, ETHNICITY & OWNERSHIP BREAKDOWN:** Miami-To-Go, Inc. 51%  
 Café Britt Corporation 49%

**COMPANY LOCATION:** 1717 North Bayshore Drive, Suite 2456  
 Miami, FL 33132

**HOW LONG IN BUSINESS:** LLC since March 17, 2008

**PREVIOUS AGREEMENTS WITH THE COUNTY WITHIN THE PAST FIVE (5) YEARS:** One Joint Venture agreement in duty-and-tax-free operations

**LIVING WAGE:** Not Applicable

**INSPECTOR GENERAL:**

Provisions included in the agreement

**FUNDING SOURCE:**

This is a revenue-generating agreement

**USER AGENCY:**

Miami-Dade Aviation Department

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

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**RECOMMENDATION**

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

**SCOPE**

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

**FISCAL IMPACT/FUNDING SOURCE**

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

**TRACK RECORD/MONITOR**

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

**COMPLIANCE DATA**

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

**BACKGROUND**

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

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

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

**PROJECT:** Foreign Currency Exchange & Business Center at MIA

**PROJECT NO.** RFP No. MDAD-10-06

**PROJECT LOCATION:** Miami International Airport

**COMPANY NAME:** Lenlyn Ltd. D/B/A ICE Currency Services USA

**TERM OF AGREEMENT:** Five years

**OPTION(S) TO RENEW:** The initial five-year term of the Agreement may be extended for a maximum of one two-year term provided the extension is mutually agreed to by the County and the Concessionaire in writing.

**RECOMMENDED MODIFICATION:** MDAD recommends adjusting the Annual Rental, in order to assist ICE with certain accommodations relative to the occupancy costs incurred by the Concessionaire. These actions will be mutually beneficial to both parties by allowing the Concessionaire to re-invest freed up capital back into their respective operations and maintain a high level of service to the traveling public.

**CONTRACT MEASURE:** Twenty percent (20%) Airport Concession Disadvantaged Business Enterprises (ACDBE) goal.

**CONTRACT MEASURE ACHIEVED AT AWARD:** 20%

**CURRENT ACDBE FIRMS:** Universal Cambios Inc.

**CONTRACT MEASURE ACHIEVED TO DATE:** 31% (\$789,779.00)

**COMPANY PRINCIPAL:** Kurush Sarkari, Global Operations Director  
Ramon Ortega, Company Secretary

**GENDER, ETHNICITY & OWNERSHIP BREAKDOWN:** 100% Male Non-Hispanic

**COMPANY LOCATION:** 6151 W. Century Blvd., Suite 1108  
Los Angeles, CA 90045

**HOW LONG IN BUSINESS:** 25 years

**PREVIOUS AGREEMENTS WITH THE COUNTY WITHIN THE PAST FIVE (5) YEARS:** One agreement - MDAD 1995-2008

**LIVING WAGE:** Not Applicable

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

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

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**RECOMMENDATION**

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

**SCOPE**

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

**FISCAL IMPACT/FUNDING SOURCE**

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

**TRACK RECORD/MONITOR**

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

**COMPLIANCE DATA**

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

**BACKGROUND**

The Retail Concession Program RFP No. MDAD-05-05 was advertised with an issue date of November 21, 2005, for qualified firms to propose for the opportunity of financing, designing, constructing, leasing, managing, and maintaining quality retail locations and/or operating them (depending on whether the proposer submitted as a developer or concessionaire) within the North and South Terminals and concourses at Miami International Airport. The RFP contained eight packages, with a total of 27 locations. Package seven was set aside for a small business with a one-location concept of fashion apparel and accessories. MIAP was the only proposer to submit a proposal for package seven.

The selection committee met and reviewed the proposals submitted for this package, and MIAP was the top-ranked proposer. The award recommendation for MIAP was then forwarded and approved by the Board of County Commissioners on July 18, 2006, under Resolution No. 905-06.

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

**PROJECT:** Retail Concession Program – Package 7

**PROJECT NO.** RFP No. MDAD-05-05

**PROJECT LOCATION:** Miami International Airport

**COMPANY NAME:** Miami International Airport Pharmacy, Inc. (Miami International Airport Pharmacy, Inc., is owned by Bijoux Turner Retail LLC which is owned by Bijoux Turner, LLC.)

**TERM OF AGREEMENT:** The operational term will commence upon the termination of the interim term as defined in the Agreement and expire on the last day of the eighth year thereafter unless sooner terminated.

**OPTION(S) TO RENEW:** At the sole discretion of the County, the initial eight-year operational term may be extended for a maximum of one two-year term provided the extension is mutually agreed to by the County and the concessionaire in writing.

**RECOMMENDED MODIFICATION:** Amend Lease and Concession Agreement Sub-article 3.01, Minimum Annual Guarantee, to require payment of the lesser of a percentage fee or the MAG payments for the first year and to start that year on the day of beneficial occupancy rather than the lease effective date.

**CONTRACT MEASURE:** Voluntary

**CONTRACT MEASURE ACHIEVED AT AWARD:** Firm participated as an ACDBE

**CONTRACT MEASURE ACHIEVED TO DATE:** 100% (\$1,234,085.90)

**COMPANY PRINCIPAL:** Rosa Turner (Owner)  
Gabriel Bottazzi  
Lowell M. Rush

**GENDER, ETHNICITY & OWNERSHIP BREAKDOWN:** Hispanic Female

**COMPANY LOCATION:** 6950 N.W. 77<sup>th</sup> Court  
Miami, FL 33166

**HOW LONG IN BUSINESS:** 51 years

**PREVIOUS AGREEMENTS WITH THE COUNTY WITHIN THE PAST FIVE (5) YEARS:** One lease and concession agreement in North Terminal

**LIVING WAGE:** Not Applicable

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

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

---

**RECOMMENDATION**

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

**SCOPE**

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

**FISCAL IMPACT/FUNDING SOURCE**

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

**TRACK RECORD/MONITOR**

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

**COMPLIANCE DATA**

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

**BACKGROUND**

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

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

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

**PROJECT:** Retail Concession Program – Package 3

**PROJECT NO.** RFP No. MDAD-05-05

**PROJECT LOCATION:** Miami International Airport

**COMPANY NAME:** Navarro at MIA, LLC.

**TERM OF AGREEMENT:** The operational term will commence upon the termination of the interim term as defined in the Agreement and expire on the last day of the eighth year thereafter unless sooner terminated.

**OPTION(S) TO RENEW:** At the sole discretion of the County, the initial eight-year operational term may be extended for a maximum of one two-year term provided the extension is mutually agreed to by the County and the concessionaire in writing.

**RECOMMENDED MODIFICATION:** Amend Lease and Concession Agreement Sub-article 3.01, Minimum Annual Guarantee, to require payment of the lesser of a percentage fee or the MAG payments for the first year and to start that year on the day of beneficial occupancy rather than the lease effective date.

**CONTRACT MEASURE:** Voluntary

**CONTRACT MEASURE ACHIEVED AT AWARD:** Firm elected not to provide ACDBE participation

**CONTRACT MEASURE ACHIEVED TO DATE:** N/A

**COMPANY PRINCIPALS:** Jorge Rico  
Marcio Cabrera  
Marcel L. Navarro  
Gabriel L. Navarro  
Juan M. Ortiz

**GENDER, ETHNICITY & OWNERSHIP BREAKDOWN:** Majority Hispanic Male Owned

**COMPANY LOCATION:** 9400 N.W. 104<sup>th</sup> Street  
Medley, FL 33178

**HOW LONG IN BUSINESS:** Since December 1, 2002, as Navarro at MIA, Inc., and as Navarro at MIA, LLC, since January 8, 2007

**PREVIOUS AGREEMENTS WITH THE COUNTY WITHIN THE PAST FIVE (5) YEARS:** None

**LIVING WAGE:** Not Applicable

**INSPECTOR GENERAL:** Provisions included in the agreement

**FUNDING SOURCE:**

This is a revenue-generating agreement

**USER AGENCY:**

Miami-Dade Aviation Department

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

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**RECOMMENDATION**

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

**SCOPE**

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

**FISCAL IMPACT/FUNDING SOURCE**

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

**TRACK RECORD/MONITOR**

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

**COMPLIANCE DATA**

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

**BACKGROUND**

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

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

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

**PROJECT:** Retail Concession Program – Package Two

**PROJECT NO.** RFP No. MDAD-05-05

**PROJECT LOCATION:** Miami International Airport

**COMPANY NAME:** Host International, Inc.

**TERM OF AGREEMENT:** The operational term will commence upon the termination of the interim term as defined in the Agreement and expire on the last day of the eighth year thereafter unless sooner terminated.

**OPTION(S) TO RENEW:** At the sole discretion of the County, the initial eight-year operational term may be extended for a maximum of one two-year term provided the extension is mutually agreed to by the County and the concessionaire in writing.

**RECOMMENDED MODIFICATION:** Amend Lease and Concession Agreement Sub-article 3.01, Minimum Annual Guarantee, to require payment of the lesser of a percentage fee or the MAG payments for the first year and to start that year on the day of beneficial occupancy rather than the lease effective date.

**CONTRACT MEASURE:** 30% Airport Concession Disadvantaged Business Enterprise (ACDBE) goal.

**CONTRACT MEASURE ACHIEVED AT AWARD:** 49.2%

**CURRENT ACDBE FIRMS:**

Master Concessionaire, LLC	21.8%
Little Havana To Go, LLC	6.6%
ILJ Miami, LLC	20.8%

**CONTRACT MEASURE ACHIEVED TO DATE:** 21% of gross revenues (\$2,057,519.73)

**COMPANY PRINCIPALS:** Elie W. Maalouf  
Mark T. Ratych  
Charles E. Powers  
Laura A. Babin  
Bernard N. Brown

**GENDER, ETHNICITY & OWNERSHIP BREAKDOWN:** White Male/Female

**COMPANY LOCATION:** 6905 Rockledge Drive  
Bethesda, MD 20817

**HOW LONG IN BUSINESS:** Over 27 years

**PREVIOUS AGREEMENTS  
WITH THE COUNTY WITHIN  
THE PAST FIVE (5) YEARS:**

Two (2) Lease and Concession agreements: one (1) for Bookstore/Specialty Cafe and one (1) for Food & Beverage services

**LIVING WAGE:**

Not Applicable

**INSPECTOR GENERAL:**

Provisions included in the agreement

**FUNDING SOURCE:**

This is a revenue-generating agreement

**USER AGENCY:**

Miami-Dade Aviation Department



# MEMORANDUM

(Revised)

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

DATE: January 21, 2010

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

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

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_\_, 3/5's \_\_\_\_\_, unanimous \_\_\_\_\_) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(A)(1)(C)  
1-21-10

RESOLUTION NO. R-13-10

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

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

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

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

**Resolution No. R-13-10**

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

Page No. 2

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

The foregoing resolution was offered by Commissioner **Barbara J. Jordan**, who moved its adoption. The motion was seconded by Commissioner **Dennis C. Moss** and upon being put to a vote, the vote was as follows:

	Dennis C. Moss, Chairman	<b>aye</b>	
	Jose "Pepe" Diaz, Vice-Chairman	<b>absent</b>	
Bruno A. Barreiro	<b>aye</b>	Audrey M. Edmonson	<b>aye</b>
Carlos A. Gimenez	<b>absent</b>	Sally A. Heyman	<b>aye</b>
Barbara J. Jordan	<b>aye</b>	Joe A. Martinez	<b>aye</b>
Dorrian D. Rolle	<b>aye</b>	Natacha Seijas	<b>aye</b>
Katy Sorenson	<b>aye</b>	Rebeca Sosa	<b>aye</b>
Sen. Javier D. Souto	<b>absent</b>		

The Chairperson thereupon declared the resolution duly passed and adopted this 21<sup>st</sup> day of January, 2010. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK



By: **DIANE COLLINS**  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

David M. Murray

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

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

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

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

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

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

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

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

**Example for the Adjusted MAG calculation:**

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

<b><u>Location</u></b>	<b><u>First Year Gross Revenues</u></b>	<b><u>Category Percentage Rent</u></b>
H1234	\$900,000	10%

ADJUSTED MAG = 10% X \$900,000 = \$90,000.

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

**CONCESSIONAIRE**

AirSun Joint Venture

(Legal Name of Corporation)

Surpass Hot Trading LLC,

By: Managing Member

Authorized Officer - Signature

Steve Benton

By: Steve Benton  
Name: Vice President

(Type Name & Title)

ATTEST:

Secretary William Griffiths

(Signature and Seal)

**William Griffiths**  
**Assistant Secretary**

(Type Name & Title)

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

By: \_\_\_\_\_

Mayor

Attest: Harvey Ruvin, Clerk

By: \_\_\_\_\_

Deputy Clerk

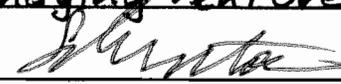
Approved for Form  
and Legal Sufficiency

Roy Wood

Assistant County Attorney

**RELEASE**

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

Air Sun, J.V.  
By: Sunglass Hut Trading LLC  
Managing Venture  
By:   
**Steve Benton**  
**Vice President**

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

This sworn statement is submitted for:

PROJECT TITLE Modification of Lease and Concession Agreement

PROJECT NUMBER NO Z-003175

COUNTY OF Dade

STATE OF Florida

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

That he/she is the duly authorized representative of

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

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

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

hereinafter referred to as the contracting Entity being its

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

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

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

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

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

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

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

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

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

1

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

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

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

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

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

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

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

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

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

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

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

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**CRIMINAL RECORD AFFIDAVIT  
PURSUANT TO SECTION 2\_8.6 OF THE  
MIAMI\_ DADE COUNTY CODE**

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

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

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

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

---

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

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

**PART I**

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

AIR SUN

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4000 LUXOTTICA PLACE

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MASON, OH 45040

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

N/A

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

N/A

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

N/A

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

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

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

Southlake, TX 76092

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

N/A

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

N/A

**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY  
PART II EMPLOYMENT DISCLOSURE**

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

Yes       No

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

Yes       No

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

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

NA & AN  
are  
grouped  
as one:

White:	<u>1609</u> Males	<u>2605</u> Females
Asian:	<u>231</u> Males	<u>393</u> Females
Black:	<u>394</u> Males	<u>707</u> Females
Native American:	<u>17</u> Males	<u>28</u> Females
Hispanics:	<u>556</u> Males	<u>951</u> Females
Alaskan Natives:	<u>    </u> Males	<u>    </u> Females
Hawaiian/Pacific Island	<u>1</u> Males	<u>3</u> Females
Two or more Races	<u>1</u> Males	<u>1</u> Females
Not Applicable	<u>58</u> Males	<u>93</u> Females

**\*See explanation below  
(ADD EXTRA SHEETS IF NEEDED)**

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

\*Air Sun is a joint venture composed of:  
(1) Sunglass Hut Trading LLC: Above  
(2) Corliss Stone-Littles, LLC:

White:	<u>4</u> Males	<u>10</u> Females
Asian:	<u>0</u> Males	<u>1</u> Females
Black:	<u>7</u> Males	<u>4</u> Females
Native American:	<u>0</u> Males	<u>0</u> Females
Hispanics:	<u>1</u> Males	<u>4</u> Females
Alaskan Natives:	<u>0</u> Males	<u>0</u> Females
_____	_____ Males	_____ Females
_____	_____ Males	_____ Females

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DISCLOSURE OF OWNERSHIP AFFIDAVIT  
PART II (Cont'd)

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

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

(1)

\_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ %

Name of Dept.  
& Summary of  
Services  
Performed \_\_\_\_\_  
N/A \_\_\_\_\_  
\_\_\_\_\_

Litigation  
Arising out  
of Contract \_\_\_\_\_  
\_\_\_\_\_

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(2)

\_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ %

Name of Dept.  
& Summary of  
Services  
Performed \_\_\_\_\_  
N/A \_\_\_\_\_  
\_\_\_\_\_

Litigation  
Arising out  
of Contract \_\_\_\_\_  
\_\_\_\_\_

DISCLOSURE OF OWNERSHIP AFFIDAVIT  
PART II (Cont'd)

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

(3)

\_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ %

Name of Dept.       N/A        
& Summary  
of Services  
Performed \_\_\_\_\_  
\_\_\_\_\_

Litigation  
Arising out  
of Contract \_\_\_\_\_  
\_\_\_\_\_

=====  
(4)

\_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ %

Name of Dept.       N/A        
& Summary  
of Services  
Performed \_\_\_\_\_  
\_\_\_\_\_

Litigation  
Arising out  
of Contract \_\_\_\_\_  
\_\_\_\_\_

=====  
(ADD EXTRA SHEET(S) IF NEEDED.)

**DISCLOSURE OF OWNERSHIP AFFIDAVIT  
PART III**

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

B. 1. Has the Entity ever done business under another name or with another firm? NO

If yes, attach separate sheet(s) listing same information as in parts I, II and III of this affidavit.

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

If yes, attach separate sheet(s) Listing same information as in Parts I, II and III of this affidavit.

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

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

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

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

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

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

**DISABILITY NONDISCRIMINATION  
PURSUANT TO COUNTY RESOLUTION NOS. R\_182\_OO AND R-385-95,**

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

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

---

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

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

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

---

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

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

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

---

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

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

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

---

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

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

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

---

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

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

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

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

---

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

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

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

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

*[Handwritten Signature]*

(Signature of Authorized Representative)

Title Vice President of Real Estate  
Sunglass Hut Trading, LLC

Date June 18, 2009

STATE OF: OHIO

COUNTY OF: WARREN

The above certifications/verifications were acknowledged before me this 18 day of June, 2009.

by STEVE BENTON

(Authorized Representative)

of Sunglass Hut Trading, LLC

(Name of Corporation, partnership, etc.)

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

*[Handwritten Signature]*

(Signature of Notary)

Christine Osborne

(Print Name)



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

Notary Commission Number: \_\_\_\_\_

My Commission Expires: 4-30-11

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

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

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

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

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

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

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

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

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

**ATTEST:**  
Secretary [Signature]  
(Signature and Seal)

Kirk Weiss, General Counsel  
(Type Name & Title)

Approved for Form  
and Legal Sufficiency  
[Signature]  
Assistant County Attorney

**CONCESSIONAIRE**

Areas USA MIA, LLC  
(Legal Name of Corporation)

By: [Signature]  
Authorized Officer - Signature

Name: Francesco Balli

\_\_\_\_\_  
Francesco Balli/Vice President of Finance

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

By: \_\_\_\_\_  
Mayor

Attest: Harvey Ruvin, Clerk

By: \_\_\_\_\_  
Deputy Clerk

**Example for the Adjusted MAG calculation:**

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

<u>Location</u>	<u>First Year Gross Revenues</u>	<u>Category Percentage Rent</u>
H1234	\$900,000	10%

**ADJUSTED MAG** = 10% X \$900,000 = \$90,000.

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

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

**RELEASE**

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

  
\_\_\_\_\_  
Areas USA



Areas

RECEIVED

June 18, 2009

JUN 19 2009

Via FedEx

Manager  
Commercial Operations

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

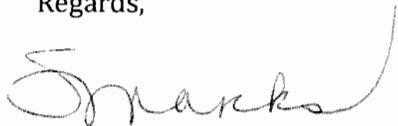
**RE: Areas USA MIA, LLC and Miami-Dade International Airport, Single Execution Affidavits, (the "Affidavits")**

Dear Mr. Songer,

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

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

Regards,



Susan Marks  
Contracts Compliance Officer

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

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

This sworn statement is submitted for:

PROJECT TITLE \_\_\_\_\_

PROJECT NUMBER MSAD0104

COUNTY OF DADE

STATE OF FLORIDA

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

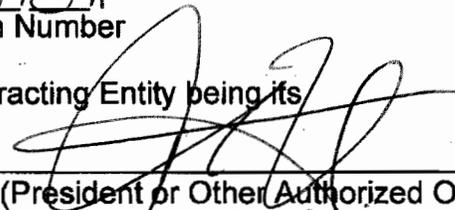
That he/she is the duly authorized representative of

AREAS USA MIA, LLC  
(Name of Entity)

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

216-11911310184  
Federal Employment Identification Number

hereinafter referred to as the contracting Entity being its

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**PART I**

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

AREAS USAMMA, LLC  
5301 BLUE LAGOON DRWE, SUITE 690  
MIAMI, FLORIDA 33126

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

<u>XAVIER KABELL</u> <u>CEO</u>	<u>MARK ZITT</u> <u>VP OPERATIONS</u>
<u>EDUARDO URIBE</u> <u>VP DEVELOPMENT</u>	<u>5301 BLUE LAGOON DR, STE 690</u>
<u>FRANCESCO BALU</u> <u>VP FINANCE</u>	<u>MIAMI, FLA 33126</u>

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

XAVIER KABELL  
\_\_\_\_\_  
\_\_\_\_\_

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

AREAS, S.A. 100%  
\_\_\_\_\_  
\_\_\_\_\_

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

N/A

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

N/A

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

N/A

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**DISCLOSURE OF OWNERSHIP AFFIDAVIT  
PART II (Cont'd)**

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

<b>CONTRACT DATE</b>	<b>DOLLAR AMOUNT OF ORIG.CONTRACT</b>	<b>FINAL AMT. OF CONTRACT</b>	<b>PERCENTAGE DIFFERENTIAL</b>
----------------------	---------------------------------------	-------------------------------	--------------------------------

(1)

\_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ %

**Name of Dept. & Summary of Services Performed**

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

**Litigation Arising out of Contract**

N/A

(2)

\_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ %

**Name of Dept. & Summary of Services Performed**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Litigation Arising out of Contract**

\_\_\_\_\_  
\_\_\_\_\_

**DISCLOSURE OF OWNERSHIP AFFIDAVIT  
PART II (Cont'd)**

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

=====

(3)

\_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ %

Name of Dept.  
& Summary  
of Services  
Performed

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Litigation  
Arising out  
of Contract

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

===== (4)

\_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ %

Name of Dept.

\_\_\_\_\_

& Summary  
of Services  
Performed

\_\_\_\_\_  
\_\_\_\_\_

Litigation  
Arising out  
of Contract

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

=====

(ADD EXTRA SHEET(S) IF NEEDED.)

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**DISCLOSURE OF OWNERSHIP AFFIDAVIT  
PART III**

- A. How long has Entity been in business? 1/11/2008
- B. 1. Has the Entity ever done business under another name or with another firm? NO  
If yes, attach separate sheet(s) listing same information as in parts I, II and III of this affidavit.
2. Have the principals of the Entity ever done business under another name or with another firm? YES - SEE ATTACHED SPREADSHEET  
If yes, attach separate sheet(s) Listing same information as in Parts I, II and III of this affidavit.
- 

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

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

- has a current Affirmative Action Plan and Procurement Policy, as required by Section 2-8.1.5 of the Code, processed and approved for filing with the Miami-Dade County Department of Business Development (DBD) under the file No. \_\_\_\_\_ and the expiration date of \_\_\_\_\_.
- had annual gross revenues in excess of \$5,000,000 for the previous year and does not have a current Affirmative Action Plan and Procurement Policy as required by Section 2-8.1.5 of the Code, processed and approved for filing with the County DBD. I will contact DBD at 305-375-3111 regarding this condition of award requirement.
- had annual gross revenues less than \$5,000,000.00 for the previous year; therefore Section 2-8.1.5 of the Code is not applicable.
- has a Board of Directors which is representative of the population make-up of the nation and are exempt from the requirements of Section 2-8.1.5 of the Code. I will contact DBD at 305-375-3111 in order to submit the required exemption request.
-

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

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

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

---

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

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

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

---

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

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

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

---

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

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

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

---

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

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

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

---

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

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

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

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

---

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

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

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

---

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

[Signature]  
(Signature of Authorized Representative)

Title VP of FINANCE

Date 06/08/09

STATE OF:

COUNTY OF:

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

by [Signature]  
(Authorized Representative)

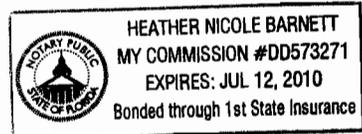
of AREAS USA MTA, LLC  
(Name of Corporation, Partnership, etc.)

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

[Signature]  
(Signature of Notary)

Heather Nicole Barnett  
(Print Name)

Notary Stamp or Seal:



Notary Commission Number: DD573271

My Commission Expires: July 12, 2010

**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY  
PART II  
EMPLOYMENT DISCLOSURE**

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

Yes  No

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

Yes  No

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

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

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

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

Part 2/No. 3 ~  
Provide a current  
breakdown (number  
of persons) of your  
firm's work force and  
ownership as to race,  
national origin and  
gender.

Part 2/No. 1 - Does your firm have a collective bargaining agreement with its employees? Part 2/No. 2 - Does your firm provide paid health care benefits for its employees? Part 1 No. 5 - agreement with its employees? Males Females  
MALE 73 FEMALE 90 NOT SPECIFIED 3

Entity Name	State of Operations	Federal Employer Tax Identification Number (FEIN)	Part 1 No. 2 List Officers	Part 1 No. 3	Part 1 No. 4	Part 1 No. 5 - agreement with its employees?	Part 2/No. 1 - Does your firm have a collective bargaining agreement with its employees?	Part 2/No. 2 - Does your firm provide paid health care benefits for its employees?	Males	Females	NOT SPECIFIED	List all Contracts in effect with Miami-Dade County during the last (5) years	
Areas USA Atlanta, LLC	Georgia	26-2635521	Xavier Rabell (CEO) Eduardo Uribe (VP Dev) Francisco Balli (VP Finance) Mark Taitt (VP of Operations) David Flaherty (VP of Retail)	Xavier Rabell	Areas, S.A. 100%	N/A	NO	Yes	MALE	4 FEMALE	10 NOT SPECIFIED	0	None
Areas USA BOS, LLC	Massachusetts	26-1913263	Eduardo Uribe (VP Dev) Francisco Balli (VP Finance) Mark Taitt (VP of Operations) Xavier Rabell (CEO)	Xavier Rabell	Areas, S.A. 100%	N/A	NO	Yes	MALE	4 FEMALE	10 NOT SPECIFIED	0	None
Areas USA DCA Retail, LLC	District of Columbia	N/A	Eduardo Uribe (VP Dev) Francisco Balli (VP Finance) Mark Taitt (VP of Operations) David Flaherty (VP of Retail)	Xavier Rabell	Areas, S.A. 100%	N/A	NO	Yes	MALE	12 FEMALE	22 NOT SPECIFIED	2	None
Areas USA DD, LLC	Delaware	26-1913228	Eduardo Uribe (VP Dev) Francisco Balli (VP Finance) Mark Taitt (VP of Operations) David Flaherty (VP of Retail)	Xavier Rabell	Areas, S.A. 100%	N/A	NO	Yes	MALE	52 FEMALE	23 NOT SPECIFIED	7	None
Areas USA DTW, LLC	Michigan	26-1913178	Eduardo Uribe (VP Dev) Francisco Balli (VP Finance) Mark Taitt (VP of Operations)	Xavier Rabell	Areas, S.A. 100%	N/A	NO	Yes	MALE	52 FEMALE	23 NOT SPECIFIED	7	None

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

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

79

Books & Books  
were originally  
contracted with  
Areas Usa, Inc. ad  
it's interests were  
assigned to Areas  
USA MIA, LLC

Jose Gabriel Martin  
Eduardo Uribe (VP Dev)  
Xavier Rabell (CEO)  
Gonsal Artigot  
Francesco Balli (VP of Finance)

Jose  
Gabriel  
Martin

Areas, S.A.  
100%

20-3841699

Florida

Areas USA, Inc.

Yes

NO

N/A

80

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

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

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

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

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

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

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

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

**Example for the Adjusted MAG calculation:**

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

<b><u>Location</u></b>	<b><u>First Year Gross Revenues</u></b>	<b><u>Category Percentage Rent</u></b>
H1234	\$900,000	10%

**ADJUSTED MAG** = 10% X \$900,000 = \$90,000.

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

**CONCESSIONAIRE**

Brookstone Stores, Inc.  
(Legal Name of Corporation)

By: [Signature]  
Authorized Officer - Signature

Name: Thomas F. Moynihan  
Vice President

\_\_\_\_\_  
(Type Name & Title)

ATTEST: [Signature]  
Treasurer (Signature and Seal)

R. W. Fusco, Treasurer  
\_\_\_\_\_  
(Type Name & Title)

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

By: \_\_\_\_\_  
Mayor

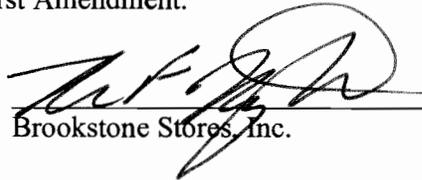
Attest: Harvey Ruvin, Clerk

By: \_\_\_\_\_  
Deputy Clerk

Approved for Form  
and Legal Sufficiency  
[Signature]  
Assistant County Attorney

**RELEASE**

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

  
Brookstone Stores, Inc.

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

This sworn statement is submitted for:

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

PROJECT NUMBER RFP No. MDAD-05-05

COUNTY OF Hillsborough

STATE OF New Hampshire

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

That he/she is the duly authorized representative of

Brookstone Stores, Inc.

\_\_\_\_\_  
(Name of Entity)

One Innovation Way  
Merrimack, NH 03054-4873

\_\_\_\_\_  
(Address of Entity)

02-0482513

\_\_\_\_\_  
Federal Employment Identification Number

hereinafter referred to as the contracting Entity being its

Vice President

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

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

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

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

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

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

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

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

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

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

**X**

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

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

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

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

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

\_\_\_\_\_The person or affiliate has not been placed on the convicted vendor list.

---

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

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

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

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

---

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

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

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

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

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

---

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

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

**PART I**

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

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

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

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

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

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

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

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

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

N/A \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

N/A \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

N/A \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY  
PART II  
EMPLOYMENT DISCLOSURE**

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

Yes  No

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

For full-time associates

Yes  No

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

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

\*Brookstone records combine Native American & Native Alaskan

\* Post Office Box addresses not acceptable.

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

**DISCLOSURE OF OWNERSHIP AFFIDAVIT  
PART II (Cont'd)**

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

<b>CONTRACT DATE</b>	<b>DOLLAR AMOUNT OF ORIG.CONTRACT</b>	<b>FINAL AMT. OF CONTRACT</b>	<b>PERCENTAGE DIFFERENTIAL</b>
----------------------	---------------------------------------	-------------------------------	--------------------------------

(1)

\_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ %

Name of Dept.  
& Summary  
of Services  
Performed

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Litigation  
Arising out  
of Contract

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

=====

(2)

\_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ %

Name of Dept.  
& Summary  
of Services  
Performed

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Litigation  
Arising out  
of Contract

\_\_\_\_\_  
\_\_\_\_\_

**DISCLOSURE OF OWNERSHIP AFFIDAVIT  
PART II (Cont'd)**

<b>CONTRACT DATE</b>	<b>DOLLAR AMOUNT OF ORIG.CONTRACT</b>	<b>FINAL AMT. OF CONTRACT</b>	<b>PERCENTAGE DIFFERENTIAL</b>
----------------------	---------------------------------------	-------------------------------	--------------------------------

(3)

\_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ %

Name of Dept. \_\_\_\_\_  
& Summary of Services Performed \_\_\_\_\_

Litigation Arising out of Contract \_\_\_\_\_

===== (4)

\_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ %

Name of Dept. \_\_\_\_\_  
& Summary of Services Performed \_\_\_\_\_

Litigation Arising out of Contract \_\_\_\_\_

=====

(ADD EXTRA SHEET(S) IF NEEDED.)

**DISCLOSURE OF OWNERSHIP AFFIDAVIT  
PART III**

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

B. 1. Has the Entity ever done business under another name or with another firm?  No

If yes, attach separate sheet(s) listing same information as in parts I, II and III of this affidavit.

2. Have the principals of the Entity ever done business under another name or with another firm?  No

If yes, attach separate sheet(s) Listing same information as in Parts I, II and III of this affidavit.

---

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

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

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

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

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

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

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

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

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

---

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

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

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

---

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

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

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

---

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

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

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

---

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

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

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

---

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

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

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

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

---

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

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

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

---

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

*Thomas F. Moynihan*  
(Signature of Authorized Representative)  
Thomas F. Moynihan  
Title Vice President  
Date June 12, 2009

STATE OF: NEW HAMPSHIRE  
COUNTY OF: HILLSBOROUGH

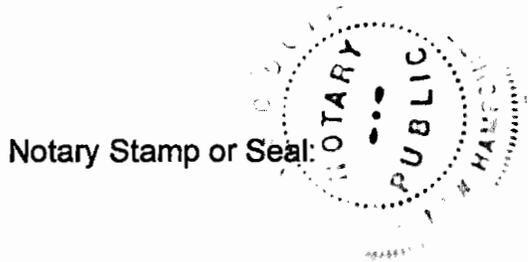
The above certifications/verifications were acknowledged before me this 12th day of June, 2009

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

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

*Lianne C. Dionne*  
(Signature of Notary)

LIANNE C. DIONNE  
(Print Name)



Notary Commission Number: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

**Example for the Adjusted MAG calculation:**

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

<u>Location</u>	<u>First Year Gross Revenues</u>	<u>Category Percentage Rent</u>
H1234	\$900,000	10%

**ADJUSTED MAG** = 10% X \$900,000 = \$90,000.

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

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

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

ATTEST:  
Secretary

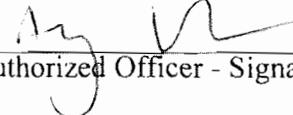
  
(Signature and Seal)

Carmen VILARINO, Secretary  
(Type Name & Title)

**CONCESSIONAIRE**

Concessions Miami, LLC

(Legal Name of Corporation)

By:   
Authorized Officer - Signature

Name: Anthony Joseph

President

(Type Name & Title)

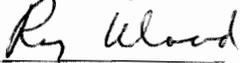
**BOARD OF COUNTY COMMISSIONERS  
MIAMI-DADE COUNTY, FLORIDA**

By: \_\_\_\_\_  
Mayor

Attest: Harvey Ruvlin, Clerk

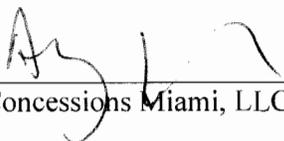
By: \_\_\_\_\_  
Deputy Clerk

Approved for Form  
and Legal Sufficiency

  
Assistant County Attorney

**RELEASE**

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

  
\_\_\_\_\_  
Concessions Miami, LLC

CONCESSIONS



INTERNATIONAL

June 18, 2009

**(VIA Overnight Mail)**

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

**Re: *Single Execution Affidavits***

Dear Mr. Songer:

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Sylvia Ross'.

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

cc: Tammie Moore

Enclosure: 1

103

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

This sworn statement is submitted for:

PROJECT TITLE North/South Foodservice Concessions Miami International Airport

PROJECT NUMBER MDAD 01-05 Package 1

COUNTY OF Miami Dade

STATE OF Florida

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

That he/she is the duly authorized representative of

Concessions Miami, LLC

(Name of Entity)

566 Wells Street, SW, Atlanta, Georgia 30312

(Address of Entity)

2 / 0 - 2 / 6 / 6 / 1 / 3 / 7 / 1  
Federal Employment Identification Number

hereinafter referred to as the contracting Entity being its

President

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

---

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

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

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

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

---

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

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

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

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

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

---

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

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

**PART I**

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

\_\_\_\_\_  
Concessions Miami, LLC  
\_\_\_\_\_  
566 Wells Street, SW  
\_\_\_\_\_  
Atlanta, Georgia 30312  
\_\_\_\_\_

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

Following are the Officers of the Limited Liability Company:

\_\_\_\_\_  
President: Anthony Joseph - 566 Wells Street, Atlanta, Ga. 30312  
\_\_\_\_\_  
Vice-Pres: Irina Vilarino - 566 Wells Street, Atlanta, Ga. 30312  
Secretary: Eric Hilton - 566 Wells Street, Atlanta, Ga. 30312

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

\_\_\_\_\_  
N/A  
\_\_\_\_\_  
\_\_\_\_\_

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

Following are Members of the Limited Liability Company:

\_\_\_\_\_  
Concessions International, LLC 60%  
\_\_\_\_\_  
Las Vegas Restaurant II, Corp 40%  
\_\_\_\_\_

(Limited Liability Company)

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

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

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

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

N/A

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

N/A

**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY  
PART II  
EMPLOYMENT DISCLOSURE**

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

Yes  No

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

Yes  No

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

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

Owners:

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

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

(ADD EXTRA SHEETS IF NEEDED)

\* Post Office Box addresses not acceptable.

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

**DISCLOSURE OF OWNERSHIP AFFIDAVIT  
PART II (Cont'd)**

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

<b>CONTRACT DATE</b>	<b>DOLLAR AMOUNT OF ORIG.CONTRACT</b>	<b>FINAL AMT. OF CONTRACT</b>	<b>PERCENTAGE DIFFERENTIAL</b>
----------------------	---------------------------------------	-------------------------------	--------------------------------

(1)

Feb. 9, 2006	\$ 900,000	\$ N/A	N/A %
Name of Dept. & Summary of Services Performed	Minimum Annual Guarantee Concessions Miami, LLC is the provider of food & beverages services in the North & South Terminals at Miami International Airport.		

Litigation Arising out of Contract	N/A		
------------------------------------	-----	--	--

(2)

	\$ _____	\$ _____	_____ %
Name of Dept. & Summary of Services Performed	N/A		

Litigation Arising out of Contract			
------------------------------------	--	--	--

**DISCLOSURE OF OWNERSHIP AFFIDAVIT  
PART II (Cont'd)**

<b>CONTRACT DATE</b>	<b>DOLLAR AMOUNT OF ORIG.CONTRACT</b>	<b>FINAL AMT. OF CONTRACT</b>	<b>PERCENTAGE DIFFERENTIAL</b>
----------------------	---------------------------------------	-------------------------------	--------------------------------

(3)

\_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ %

Name of Dept. \_\_\_\_\_  
& Summary of Services Performed \_\_\_\_\_  
N/A

Litigation Arising out of Contract \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

===== (4)

\_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ %

Name of Dept. \_\_\_\_\_  
& Summary of Services Performed \_\_\_\_\_  
N/A

Litigation Arising out of Contract \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

=====

(ADD EXTRA SHEET(S) IF NEEDED.)

**DISCLOSURE OF OWNERSHIP AFFIDAVIT  
PART III**

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

B. 1. Has the Entity ever done business under another name or with another firm?

NO

If yes, attach separate sheet(s) listing same information as in parts I, II and III of this affidavit.

2. Have the principals of the Entity ever done business under another name or with another firm?

Yes, the Members of Concessions Miami, LLC are Concessions International, LLC and Las Vegas Restaurant II, Corp, but neither has done business with Miami-Dade County.

If yes, attach separate sheet(s) Listing same information as in Parts I, II and III of this affidavit.

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

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

- has a current Affirmative Action Plan and Procurement Policy, as required by Section 2-8.1.5 of the Code, processed and approved for filing with the Miami-Dade County Department of Business Development (DBD) under the file No. \_\_\_\_\_ and the expiration date of \_\_\_\_\_.
- had annual gross revenues in excess of \$5,000,000 for the previous year and does not have a current Affirmative Action Plan and Procurement Policy as required by Section 2-8.1.5 of the Code, processed and approved for filing with the County DBD. I will contact DBD at 305-375-3111 regarding this condition of award requirement.
- had annual gross revenues less than \$5,000,000.00 for the previous year; therefore Section 2-8.1.5 of the Code is not applicable.
- has a Board of Directors which is representative of the population make-up of the nation and are exempt from the requirements of Section 2-8.1.5 of the Code. I will contact DBD at 305-375-3111 in order to submit the required exemption request.

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

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

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

---

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

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

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

---

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

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

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

---

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

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

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

---

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

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

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

---

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

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

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

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

---

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

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

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

---

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

[Signature]  
(Signature of Authorized Representative)

Title President

Date June 9, 2009

STATE OF: GEORGIA

COUNTY OF: NEWTON

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

by R. Anthony Joseph  
(Authorized Representative)  
of Concessions Miami, LLC  
(Name of Corporation, Partnership, etc.)

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

[Signature]  
(Signature of Notary)

Notary Stamp or Seal:

Tammie Scarver  
(Print Name)

Notary Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_  
**TAMMIE SCARVER**  
Notary Public, Newton County, GA  
My Commission Expires Aug. 9, 2010

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

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

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

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

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

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

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

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

**Example for the Adjusted MAG calculation:**

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

<u>Location</u>	<u>First Year Gross Revenues</u>	<u>Category Percentage Rent</u>
H1234	\$900,000	10%

**ADJUSTED MAG** = 10% X \$900,000 = \$90,000.

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

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

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

**CONCESSIONAIRE**

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

By: [Signature]  
Authorized Officer - Signature

ATTEST:  
Secretary [Signature]  
(Signature and Seal)

David Taney - General Counsel  
(Type Name & Title)

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

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

By: \_\_\_\_\_  
Mayor

Attest: Harvey Ruvin, Clerk

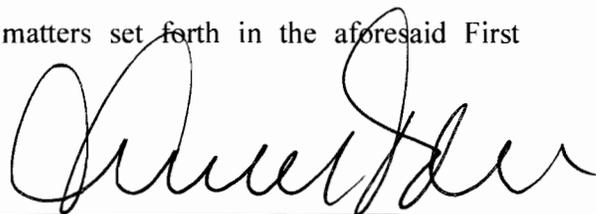
By: \_\_\_\_\_  
Deputy Clerk

Approved for Form  
and Legal Sufficiency

[Signature]  
Assistant County Attorney

**RELEASE**

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



Duty Free Americas Miami LLC

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

This sworn statement is submitted for:

PROJECT TITLE Non-Exclusive Duty and Tax Free Concession

PROJECT NUMBER MDAD-03-04

COUNTY OF Miami-Dade

STATE OF Florida

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

That he/she is the duly authorized representative of

Duty Free Americas Miami, LLC

(Name of Entity)

6100 Hollywood Blvd, Hollywood, FL 33024

(Address of Entity)

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

hereinafter referred to as the contracting Entity being its

Managing Member

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

---

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

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

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

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

---

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

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

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

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

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

---

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

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

**PART I**

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

Duty Free Americas Miami, LLC

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6100 Hollywood Blvd, Hollywood, FL 33024

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

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

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

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

Duty Free Americas, Airports, Inc. 6100 Hollywood Blvd, Hollywood, FL 33024 70%

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Concourse Concessions, Inc. 880 Park View Drive North, El Segundo, CA 90245 20%

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Siboney Wine & Spirits Merchants 10802 SW 75 Terrace, Miami, FL 33173 10%

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

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

Simon Falic 6100 Hollywood Blvd, Hollywood FL 33024

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Jerome Falic 6100 Hollywood Blvd, Hollywood, FL 33024

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Leon Falic, 6100 Hollywood Blvd, Hollywood, FL 33024

---

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

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Jaime Alonso 10802 SW 75 Terrace, Miami, FL 33173

**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY  
PART II  
EMPLOYMENT DISCLOSURE**

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

Yes  No

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

Yes  No

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

White:	241	<b>Males</b>	361	<b>Females</b>
Asian:	85	<b>Males</b>	113	<b>Females</b>
Black:	114	<b>Males</b>	146	<b>Females</b>
Native American:	12	<b>Males</b>	14	<b>Females</b>
Hispanics:	500	<b>Males</b>	642	<b>Females</b>
Alaskan Natives:	0	<b>Males</b>	0	<b>Females</b>
Two or More Races :	14	<b>Males</b>	14	<b>Females</b>
_____ :		<b>Males</b>		<b>Females</b>

(ADD EXTRA SHEETS IF NEEDED)

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

**DISCLOSURE OF OWNERSHIP AFFIDAVIT  
PART II (Cont'd)**

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

<b>CONTRACT DATE</b>	<b>DOLLAR AMOUNT OF ORIG.CONTRACT</b>	<b>FINAL AMT. OF CONTRACT</b>	<b>PERCENTAGE DIFFERENTIAL</b>
----------------------	---------------------------------------	-------------------------------	--------------------------------

(1) Jan 1, 2006	\$20,000,000 annual	\$20,000,000 annual	0 %
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Name of Dept. & Summary of Services Performed: AVIATION  
Retail Concession -- Duty Free

Litigation Arising out of Contract: NONE

(2) --	\$ --	\$ --	%
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Name of Dept. & Summary of Services Performed:

Litigation Arising out of Contract:

**DISCLOSURE OF OWNERSHIP AFFIDAVIT  
PART II (Cont'd)**

<b>CONTRACT DATE</b>	<b>DOLLAR AMOUNT OF ORIG.CONTRACT</b>	<b>FINAL AMT. OF CONTRACT</b>	<b>PERCENTAGE DIFFERENTIAL</b>
----------------------	---------------------------------------	-------------------------------	--------------------------------

(3)

---	\$ --	\$	%
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Name of Dept. & Summary of Services Performed

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Litigation Arising out of Contract

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===== (4)

---	\$ --	\$	%
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Name of Dept. & Summary of Services Performed

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Litigation Arising out of Contract

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(ADD EXTRA SHEET(S) IF NEEDED.)

**DISCLOSURE OF OWNERSHIP AFFIDAVIT  
PART III**

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

B. 1. Has the Entity ever done business under another name or with another firm? No

If yes, attach separate sheet(s) listing same information as in parts I, II and III of this affidavit.

2. Have the principals of the Entity ever done business under another name or with another firm? Yes

If yes, attach separate sheet(s) Listing same information as in Parts I, II and III of this affidavit.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

---

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

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

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

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

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

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

---

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

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

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

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

---

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

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

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

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

*[Handwritten Signature]*

(Signature of Authorized Representative)

Title Managing Member

Date July 15, 2009

STATE OF:

COUNTY OF:

The above certifications/verifications were acknowledged before me this 15 day of JULY, 2009,

by Simon Falic,

(Authorized Representative)

of Duty Free Americas Miami, LLC,

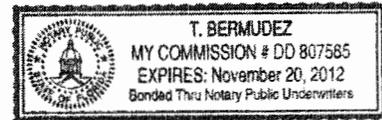
(Name of Corporation, Partnership, etc.)

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

*[Handwritten Signature]*  
(Signature of Notary)

Terecita Bermudez  
(Print Name)

Notary Stamp or Seal:



Notary Commission Number: DD 807585

My Commission Expires: November 20, 2012

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

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

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

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

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

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

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

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

**Example for the Adjusted MAG calculation:**

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

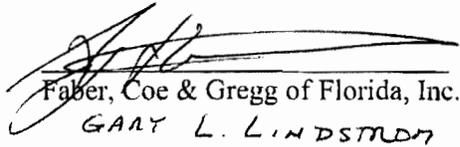
<b><u>Location</u></b>	<b><u>First Year Gross Revenues</u></b>	<b><u>Category Percentage Rent</u></b>
H1234	\$900,000	10%

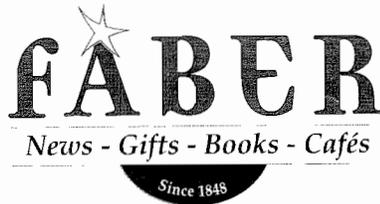
**ADJUSTED MAG** = 10% X \$900,000 = \$90,000.



**RELEASE**

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

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



RECEIVED

JUN 11 2009

Manager  
Commercial Operations

VIA: Hand Delivered

June 9, 2009

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

**RE: Affidavits for the First Amendment to Lease.**

Dear Adrian:

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

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

Respectfully,

Charles Finkelstein  
President

CDF/m  
Enclosure

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

This sworn statement is submitted for:

Retail Concession Program at  
PROJECT TITLE Miami International Airport

PROJECT NUMBER MDAD-05-05

COUNTY OF Hudson

STATE OF New Jersey

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

That he/she is the duly authorized representative of

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

(Name of Entity)

550 Meadowlands Parkway, Secaucus, NJ 07109

(Address of Entity)

1 / 3 - 1 / 9 / 4 / 0 / 1 / 3 / 9  
Federal Employment Identification Number

hereinafter referred to as the contracting Entity being its

President

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

---

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

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

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

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

---

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

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

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

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

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

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

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

**PART I**

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

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

550 Meadowlands Parkway

Secaucus, NJ 07094

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

<u>Charles Finkelstein</u>	<u>President</u>	<u>550 Meadowlands Parkway Secaucus, NJ 07094</u>
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<u>Gary Lindstrom</u>	<u>VP Development</u>	<u>550 Meadowlands Parkway Secaucus, NJ 07094</u>
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<u>Burton Friedman</u>	<u>CFO</u>	<u>550 Meadowlands Parkway Secaucus, NJ 07094</u>
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3. If the transaction is with a Corporation\*\*, provide the full legal name and business address\* for each director. This disclosure requirement does not apply to publicly traded corporations.

<u>Charles Finkelstein</u>	<u>550 Meadowlands Parkway Secaucus, NJ 07094</u>
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4. If the transaction is with a Corporation\*\*, provide the full legal name and business address\* for each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock and state the percentage. This disclosure requirement does not apply to publicly traded corporations.

<u>Faber, Coe &amp; Gregg, Inc.</u>	<u>100%</u>
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550 Meadowlands Parkway

Secaucus, NJ 07094

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

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

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

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**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY  
PART II  
EMPLOYMENT DISCLOSURE**

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

Yes  No

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

Yes  No

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

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

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

(ADD EXTRA SHEETS IF NEEDED)

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

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

**DISCLOSURE OF OWNERSHIP AFFIDAVIT  
PART II (Cont'd)**

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

<b>CONTRACT DATE</b>	<b>DOLLAR AMOUNT OF ORIG.CONTRACT</b>	<b>FINAL AMT. OF CONTRACT</b>	<b>PERCENTAGE DIFFERENTIAL</b>
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(1)

Lease 11/10/2006	\$ 1,000,000. MAG	\$ _____	_____ %
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Name of Dept.  
& Summary  
of Services  
Performed

Commerical Operations Division

Retail Operations

Litigation  
Arising out  
of Contract

(2)

_____	\$ _____	\$ _____	_____ %
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Name of Dept.  
& Summary  
of Services  
Performed

Litigation  
Arising out  
of Contract

**DISCLOSURE OF OWNERSHIP AFFIDAVIT  
PART II (Cont'd)**

<b>CONTRACT DATE</b>	<b>DOLLAR AMOUNT OF ORIG.CONTRACT</b>	<b>FINAL AMT. OF CONTRACT</b>	<b>PERCENTAGE DIFFERENTIAL</b>
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(3)

\_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ %

Name of Dept. \_\_\_\_\_  
& Summary of Services Performed \_\_\_\_\_

Litigation Arising out of Contract \_\_\_\_\_  
\_\_\_\_\_

===== (4)

\_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ %

Name of Dept. \_\_\_\_\_  
& Summary of Services Performed \_\_\_\_\_

Litigation Arising out of Contract \_\_\_\_\_  
\_\_\_\_\_

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(ADD EXTRA SHEET(S) IF NEEDED.)

**DISCLOSURE OF OWNERSHIP AFFIDAVIT  
PART III**

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

B. 1. Has the Entity ever done business under another name or with another firm? NO

If yes, attach separate sheet(s) listing same information as in parts I, II and III of this affidavit.

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

If yes, attach separate sheet(s) Listing same information as in Parts I, II and III of this affidavit.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

---

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

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

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

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

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

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

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

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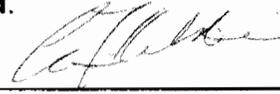
**CODE OF BUSINESS ETHICS AFFIDAVIT  
PURSUANT TO SECTION 2-8.1(i)  
OF THE MIAMI-DADE COUNTY CODE**

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

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

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



(Signature of Authorized Representative)  
Charles Finkelstein

Title President

Date 06/09/09

STATE OF: New Jersey

COUNTY OF: Hudson

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

by Charles Finkelstein,  
(Authorized Representative)

of Faber, Coe & Gregg of Florida, Inc. operating as Faber MIA LLC,  
(Name of Corporation, Partnership, etc.)

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

  
(Signature of Notary)

Notary Stamp or Seal:

Ronald S. Fronzak  
(Print Name)

Notary Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

**Example for the Adjusted MAG calculation:**

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

<b><u>Location</u></b>	<b><u>First Year Gross Revenues</u></b>	<b><u>Category Percentage Rent</u></b>
H1234	\$900,000	10%

**ADJUSTED MAG** = 10% X \$900,000 = \$90,000.

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

**CONCESSIONAIRE**

Host International, Inc.  
(Legal Name of Corporation)

By: *Brian J. Gallant*  
Authorized Officer - Signature

Name: **BRIAN J. GALLANT**  
**Vice President**

\_\_\_\_\_  
(Type Name & Title)

**ATTEST:**  
Secretary

*Laura A. Babin*  
(Signature and Seal)

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

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

By: \_\_\_\_\_  
Mayor

Attest: Harvey Ruvin, Clerk

By: \_\_\_\_\_  
Deputy Clerk

Approved for Form  
and Legal Sufficiency

*Ray Wood*  
Assistant County Attorney

**RELEASE**

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

  
\_\_\_\_\_  
Host International Inc.

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

This sworn statement is submitted for:

PROJECT TITLE Retail Concession Program

PROJECT NUMBER MDAD-05-05

COUNTY OF Miami-Dade

STATE OF Florida

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

That he/she is the duly authorized representative of

Host International, Inc.

(Name of Entity)

6905 Rockledge Drive, Bethesda, Maryland 20817

(Address of Entity)

5 / 2 - 1 / 2 / 4 / 2 / 3 / 3 / 4  
Federal Employment Identification Number

hereinafter referred to as the contracting Entity being its

Vice President

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

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

*(Item 1-7)*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**PART I**

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

Host International, Inc.

6905 Rockledge Drive

Bethesda, Maryland 20817

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

See attached.

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

See attached.

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

HMSHost Corporation - 100%

6905 Rockledge Drive

Bethesda, Maryland 20817

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

N/A

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

N/A

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

N/A

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## Directors / Officers / Shareholders Report

Host International, Inc.

<b>Director's Name</b>	<b>Position</b>	<b>Address</b>	<b>%</b>
Elie W. Maalouf	Director	HMSHost 6905 Rockledge Drive Bethesda, MD 20817	0
Mark T. Ratych	Director	HMSHost 6905 Rockledge Drive Bethesda, MD 20817	0

<b>Officer's Name</b>	<b>Position</b>	<b>Address</b>	<b>%</b>
Laura A. Babin	Secretary	HMSHost 6905 Rockledge Drive Bethesda, MD 20817	0
Bernard N. Brown	Vice President	HMSHost 6905 Rockledge Drive Bethesda, MD 20817	0
Elie W. Maalouf	President & Chief Executive Officer	HMSHost 6905 Rockledge Drive Bethesda, MD 20817	0
Charles E. Powers	Vice President	HMSHost 6905 Rockledge Drive Bethesda, MD 20817	0
Mark T. Ratych	Treasurer	HMSHost 6905 Rockledge Drive Bethesda, MD 20817	0
Sadye C. Sanders	Assistant Secretary	HMSHost 6905 Rockledge Drive Bethesda, MD 20817	0

<b>Principal Shareholders</b>	<b>Position</b>	<b>Address</b>	<b>%</b>
HMSHost Corporation		HMSHost 6905 Rockledge Drive Bethesda, MD 20817	100

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**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY  
PART II  
EMPLOYMENT DISCLOSURE**

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

Host International, Inc. has a collective bargaining agreement for our Food and Beverage employees.

Yes  No

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

Yes  No

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

White:	<u>2059</u>	Males	<u>3075</u>	Females
Asian:	<u>1107</u>	Males	<u>1749</u>	Females
Black:	<u>1925</u>	Males	<u>3533</u>	Females
Native American:	<u>****</u>	Males	<u>****</u>	Females
Hispanics:	<u>1694</u>	Males	<u>2360</u>	Females
Alaskan Natives:	<u>****</u>	Males	<u>****</u>	Females
*** Native Americans/Alaskan Natives:	<u>45</u>	Males	<u>64</u>	Females
Native Hawaiian/ Other Pac Island:	<u>43</u>	Males	<u>97</u>	Females

(ADD EXTRA SHEETS IF NEEDED)

\* Post Office Box addresses not acceptable.

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

\*\*\* The Ethnicity breakdown of Host International, Inc. employees is for the State of Florida.

**DISCLOSURE OF OWNERSHIP AFFIDAVIT  
PART II (Cont'd)**

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

<b>CONTRACT DATE</b>	<b>DOLLAR AMOUNT OF ORIG.CONTRACT</b>	<b>FINAL AMT. OF CONTRACT</b>	<b>PERCENTAGE DIFFERENTIAL</b>
----------------------	---------------------------------------	-------------------------------	--------------------------------

(1)

_____	\$ _____	\$ _____	_____ %
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Name of Dept.  
& Summary  
of Services  
Performed

See attached.

Litigation  
Arising out  
of Contract

(2)

_____	\$ _____	\$ _____	_____ %
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Name of Dept.  
& Summary  
of Services  
Performed

Litigation  
Arising out  
of Contract

**DISCLOSURE OF OWNERSHIP AFFIDAVIT  
PART II (Cont'd)**

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

\_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ %

Name of Dept. \_\_\_\_\_  
& Summary  
of Services  
Performed \_\_\_\_\_

Litigation  
Arising out  
of Contract \_\_\_\_\_  
\_\_\_\_\_

===== (4)

\_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ %

Name of Dept. \_\_\_\_\_  
& Summary  
of Services  
Performed \_\_\_\_\_

Litigation  
Arising out  
of Contract \_\_\_\_\_  
\_\_\_\_\_

=====

(ADD EXTRA SHEET(S) IF NEEDED.)

## DISCLOSURE OF OWNERSHIP AFFIDAVIT PART II

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

Contract Date	Dollar Amount of Original Contract	Final Amt. of Contract	Percentage Differential
(1)			
April, 1998	<u>N/A- Host is a concession provider at Miami International Airport and does not contract services to the County.</u>	<u>N/A</u>	<u>N/A</u>
Name of Dept. and Summary of Services Performed	<u>MDAD. Host provides Food &amp; Beverage concessions at Miami International Airport and pays Miami-Dade sales-based rentals</u>		
Litigation Arising out of Contract	<u>The Proposer has no pending or previous substantive legal action that would affect its ability to fulfill its contractual requirements with landlords and third parties</u>		

Contract Date	Dollar Amount of Original Contract	Final Amt. of Contract	Percentage Differential
(2)			
June, 2006	<u>N/A- Host is a concession provider at Miami International Airport and does not contract services to the County.</u>	<u>N/A</u>	<u>N/A</u>
Name of Dept. and Summary of Services Performed	<u>MDAD. Host provides Retail concessions at Miami International Airport and pays Miami-Dade sales-based rentals</u>		
Litigation Arising out of Contract	<u>The Proposer has no pending or previous substantive legal action that would affect its ability to fulfill its contractual requirements with landlords and third parties</u>		

Contract Date	Dollar Amount of Original Contract	Final Amt. of Contract	Percentage Differential
(3) March, 2008	<u>N/A- Host is a concession provider at Miami International Airport and does not contract services to the County.</u>	<u>N/A</u>	<u>N/A</u>
Name of Dept. and Summary of Services Performed	<u>MDAD. Host provides Retail concessions at Miami International Airport and pays Miami-Dade sales-based rentals</u>		
Litigation Arising out of Contract	<u>The Proposer has no pending or previous substantive legal action that would affect its ability to fulfill its contractual requirements with landlords and third parties</u>		

**DISCLOSURE OF OWNERSHIP AFFIDAVIT  
PART III**

A. How long has Entity been in business? Since December 1981

B. 1. Has the Entity ever done business under another name or with another firm? No\*

If yes, attach separate sheet(s) listing same information as in parts I, II and III of this affidavit.

2. Have the principals of the Entity ever done business under another name or with another firm? No

If yes, attach separate sheet(s) Listing same information as in Parts I, II and III of this affidavit.

---

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

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

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

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

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

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

---

\* - Host International, Inc. operates in multiple airports and as such has multiple joint ventures partners and subsidiaries. Additional information is available upon request.

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

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

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

---

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

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

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

---

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

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

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

---

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

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

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

---

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

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

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

---

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

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

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

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

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

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

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

---

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

*Stephen E. Douglas*  
(Signature of Authorized Representative)

Title Vice President

Date June 11, 2009

STATE OF: Maryland

COUNTY OF: Montgomery

The above certifications/verifications were acknowledged before me this 11<sup>th</sup> day of June, 2009,

by Stephen E. Douglas  
(Authorized Representative)

of Host International, Inc.  
(Name of Corporation, Partnership, etc.)

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

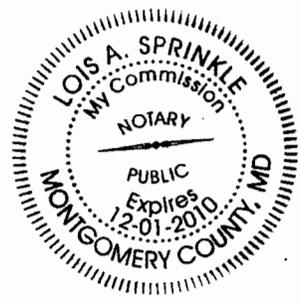
*Lois A. Sprinkle*  
(Signature of Notary)

Lois A. Sprinkle  
(Print Name)

Notary Commission Number:                     

My Commission Expires: 12/01/10

Notary Stamp or Seal:



**FIRST AMENDMENT TO  
LEASE AND CONCESSION AGREEMENT FOR  
MIAMI CONCEPTS LLC  
AT MIAMI INTERNATIONAL AIRPORT**

THIS FIRST AMENDMENT to the Lease and Concession Agreement for the Retail Concession Program (the "First Amendment") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between Miami-Dade County acting by and through its Aviation Department ("County" or "MDAD") and Miami Concepts LLC ("Concessionaire"), formerly known as Miami To Go, Inc; and

WHEREAS, by Resolution No. R-1105-06, passed and adopted October 10, 2006, the Board of County Commissioners of Miami-Dade County, Florida authorized a Non-Exclusive Lease and Concession Agreement for concession services under the Retail Concession Program at Miami International Airport; and

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

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

WHEREAS, the Aviation Department desires to recognize the name change for Miami-To-Go as follows: Miami Concepts LLC; and

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

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

Commencing upon Beneficial Occupancy of South Terminal Location J2400, Concessionaire shall pay the lesser of the Minimum Annual Guarantee (MAG) or the assigned retail category percentage fee (as determined by Sub-Article 3.05) of Gross Revenues in lieu of the MAG until the first anniversary date of Beneficial Occupancy for the South Terminal Location. On that anniversary date the Concessionaire shall commence payment of the Adjusted MAG. The Adjusted MAG is derived by taking the aggregate of the monthly percentage performance payments made during the first year of operation. Notwithstanding anything to the contrary contained in Sub-Articles 3.03, 3.04 and 3.11, or in any other Sub-Article this MAG adjustment applies only to the South Terminal concession location of the Concessionaire.

**Example for the Adjusted MAG calculation:**

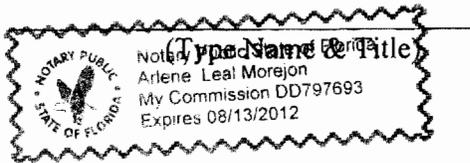
Commencing upon First Anniversary of Date of Beneficial Occupancy of each South Terminal Location:

<b><u>Location</u></b>	<b><u>First Year Gross Revenues</u></b>	<b><u>Category Percentage Rent</u></b>
H1234	\$900,000	10%

**ADJUSTED MAG** = 10% X \$900,000 = \$90,000.

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

ATTEST: Arlene Leal Morajon  
Secretary (Signature and Seal)



**CONCESSIONAIRE**

Miami Concepts LLC  
(Legal Name of Corporation)

By: Carol Ann Taylor  
Authorized Officer - Signature

Name: Carol Ann Taylor  
President  
(Type Name & Title)

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

By: \_\_\_\_\_  
Mayor

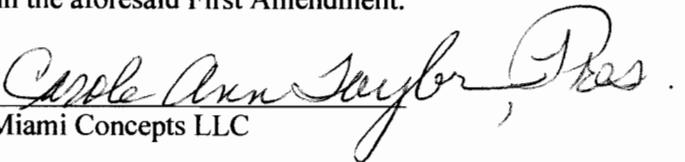
Attest: Harvey Ruvim, Clerk

By: \_\_\_\_\_  
Deputy Clerk

Approved for Form  
and Legal Sufficiency  
[Signature]  
Assistant County Attorney

**RELEASE**

In consideration of the approval and full execution of the First Amendment to the Lease and Concession Agreement, which original agreement was by and between Miami Concepts LLC. ("Concessionaire") and Miami-Dade County ("County") and was authorized by Resolution No. R-1105-06 adopted by the County Commission on October 10, 2006; Concessionaire does hereby release and forever discharge County and all of its officers and employees from any and all actions, claims, causes of actions, or debts related to or arising out of concessionaire's construction activities or related to any lack of passenger traffic, or otherwise related to or caused by the issues or matters set forth in the aforesaid First Amendment.

  
Miami Concepts LLC

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

This sworn statement is submitted for:

PROJECT TITLE Retail Concessions Program  
PROJECT NUMBER RFP 05-05  
COUNTY OF Miami-Dade  
STATE OF Florida

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

That he/she is the duly authorized representative of

Miami Concepts LLC  
(Name of Entity)

3785 N.W. 82 Avenue, #109, Doral, FL 33166  
(Address of Entity)

313-112101161314  
Federal Employment Identification Number

hereinafter referred to as the contracting Entity being its

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list.

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

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

prohibited from entering into any contract with the County during the period for which they have been debarred. Debarment may also constitute grounds for termination of any existing County contract. It is the Entity's responsibility to ascertain this information before submitting the Qualification Statement.

  X   The Entity affirms under oath that neither the Entity, its officers, principals, directors, stockholders, or affiliates, nor its Subcontractor/ Subconsultant have been debarred by the County.

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**CRIMINAL RECORD AFFIDAVIT  
PURSUANT TO SECTION 2-8.6 OF THE  
MIAMI-DADE COUNTY CODE**

Pursuant to Section 2-8.6 of the Code, the Entity must disclose, at the time the submission, if the Entity or any of its officers, directors, or executives have been convicted of a felony during the past (10) years. Failure to disclose such conviction may result in the debarment of the Entity who knowingly fails to make the required disclosure or to falsify information.

Indicate below if the above named Entity, as of the date of submission:

  X   has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

       has been convicted of a felony during the past ten (10) years, or as of the date of submission, has an officer, director or executive who has been convicted of a felony during the past ten (10) years.

---

**DISCLOSURE OF OWNERSHIP AFFIDAVIT  
PURSUANT TO SECTION 2-8.1  
OF THE MIAMI-DADE COUNTY CODE**

I hereby declare that the information given herein and in the documents attached hereto are true and correct.

**PART I**

1. The full legal name and business address of the person or Entity transacting business with the County is:

Miami Concepts LLC  
3785 N.W. 82 Avenue, # 109  
Doral, FL 33166

2. If the transaction is with a Corporation, provide the full legal name and business address and title for each officer. This disclosure requirement does not apply to publicly traded corporations.

N/A

3. If the transaction is with a Corporation, provide the full legal name and business address for each director. This disclosure requirement does not apply to publicly traded corporations.

N/A

4. If the transaction is with a <sup>LLC</sup> Corporation, provide the full legal name and business address for each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock and state the percentage. This disclosure requirement does not apply to publicly traded corporations.

Miami To Go, Inc., 1717 N. Bayshore Dr. #2456 Miami FL 33132 51%  
Cafe Britt Corporation, 3785 NW 82 Ave, #109, Doral, FL 33166 49%

LLC

5. If the transaction is with a Partnership or joint venture, provide the full legal name and address for each partner or joint venture member.

Miami To Go, Inc. 1717 N. Bayshore Dr. #2456, Miami FL 33132  
Cafe Britt Corporation, 3785 NW 82 Ave, #109, Doral, FL 33166

6. If the transaction is with a Trust, provide the full legal name and address for each trustee and each beneficiary.

N/A

7. The full legal name and business addresses of any other individuals (other than stockholders owning less than five percent (5%) of the stock, subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the transaction with the County are:

N/A

**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY  
PART II  
EMPLOYMENT DISCLOSURE**

1. Does your firm have a collective bargaining agreement with its employees?

Yes  No

2. Does your firm provide paid health care benefits for its employees?

Yes  No

3. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:

White:	<u>2</u>	Males	_____	Females
Asian:	_____	Males	_____	Females
Black:	_____	Males	<u>1</u>	Females
Native American:	_____	Males	_____	Females
Hispanics:	<u>4</u>	Males	<u>10</u>	Females
Alaskan Natives:	_____	Males	_____	Females
_____:	_____	Males	_____	Females
_____:	_____	Males	_____	Females

(ADD EXTRA SHEETS IF NEEDED)

\* **Post Office Box addresses not acceptable.**

\*\* **If a Joint Venture, list this information for each member of the Joint Venture**

**DISCLOSURE OF OWNERSHIP AFFIDAVIT  
PART II (Cont'd)**

**LIST ALL CONTRACTS IN EFFECT WITH MIAMI-DADE COUNTY DURING THE  
LAST FIVE (5) YEARS:**

<b>CONTRACT DATE</b>	<b>DOLLAR AMOUNT OF ORIG.CONTRACT</b>	<b>FINAL AMT. OF CONTRACT</b>	<b>PERCENTAGE DIFFERENTIAL</b>
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(1)

_____	\$ <u>215312</u>	\$ _____	_____ %
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Name of Dept.  
& Summary  
of Services  
Performed

MDAD-05-05, Package 8  
2 Retail locations at Miami International  
Airport

Litigation  
Arising out  
of Contract

N/A

(2)

_____	\$ _____	\$ _____	_____ %
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Name of Dept.  
& Summary  
of Services  
Performed

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Litigation  
Arising out  
of Contract

\_\_\_\_\_  
\_\_\_\_\_

**DISCLOSURE OF OWNERSHIP AFFIDAVIT  
PART II (Cont'd)**

<b>CONTRACT DATE</b>	<b>DOLLAR AMOUNT OF ORIG.CONTRACT</b>	<b>FINAL AMT. OF CONTRACT</b>	<b>PERCENTAGE DIFFERENTIAL</b>
----------------------	---------------------------------------	-------------------------------	--------------------------------

(3)

_____	\$ _____	\$ _____	_____ %
-------	----------	----------	---------

Name of Dept. & Summary of Services Performed \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Litigation Arising out of Contract \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

===== (4)

_____	\$ _____	\$ _____	_____ %
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Name of Dept. \_\_\_\_\_  
 \_\_\_\_\_  
 & Summary of Services Performed \_\_\_\_\_  
 \_\_\_\_\_

Litigation Arising out of Contract \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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(ADD EXTRA SHEET(S) IF NEEDED.)

**DISCLOSURE OF OWNERSHIP AFFIDAVIT  
PART III**

A. How long has Entity been in business? 3/17/08

B. 1. Has the Entity ever done business under another name or with another firm? N/A

If yes, attach separate sheet(s) listing same information as in parts I, II and III of this affidavit.

2. Have the principals of the Entity ever done business under another name or with another firm? Yes (see Miami ToGo, Inc. affidavit)  
If yes, attach separate sheet(s) Listing same information as in Parts I, II and III of this affidavit.

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**AFFIRMATIVE ACTION PLAN/PROCUREMENT  
POLICY AFFIDAVIT PURSUANT TO SECTION 2-8.1.5  
OF THE MIAMI-DADE COUNTY CODE**

I, being duly first sworn, hereby state that the Respondent for this contract:

has a current Affirmative Action Plan and Procurement Policy, as required by Section 2-8.1.5 of the Code, processed and approved for filing with the Miami-Dade County Department of Business Development (DBD) under the file No. \_\_\_\_\_ and the expiration date of \_\_\_\_\_.

had annual gross revenues in excess of \$5,000,000 for the previous year and does not have a current Affirmative Action Plan and Procurement Policy as required by Section 2-8.1.5 of the Code, processed and approved for filing with the County DBD. I will contact DBD at 305-375-3111 regarding this condition of award requirement.

had annual gross revenues less than \$5,000,000.00 for the previous year; therefore Section 2-8.1.5 of the Code is not applicable.

has a Board of Directors which is representative of the population make-up of the nation and are exempt from the requirements of Section 2-8.1.5 of the Code. I will contact DBD at 305-375-3111 in order to submit the required exemption request.

**DISABILITY NONDISCRIMINATION  
PURSUANT TO COUNTY RESOLUTION NOS. R-182-00 AND R-385-95,**

Pursuant to County Resolution No. R-182-00, amending Resolution No. R-385-95, the Entity shall, as a condition of award, provide written certification that the firm is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act, the Fair Housing Act, nor any other laws prohibiting discrimination on the basis of disability. Any post-award violation of these Acts may result in the contract being declared void. If any certifying Respondent or their affiliate is found in violation of the Acts, the County will conduct no further business with such attesting firm. Any violation of this Resolution may result in debarment.

  X   The Entity affirms under oath that the Entity is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act, the Fair Housing Act, nor any other laws prohibiting discrimination on the basis of disability.

---

**FAMILY LEAVE  
PURSUANT TO COUNTY RESOLUTION NO. R-183-00**

Pursuant to County Resolution No. R-183-00, the Entity shall, as a condition of award, provide written certification that the firm provides family leave to their employees as required by the County's family leave policy. Failure to comply with the requirements of this Resolution may result in debarment.

  X   The Entity affirms under oath that the Entity is in compliance with the County's family leave requirements.

---

**DOMESTIC LEAVE  
PURSUANT TO COUNTY RESOLUTION NO. R-185-00**

Pursuant to County Resolution No. R-185-00, the Entity shall, as a condition of award, provide written certification that the firm is in compliance with the County's domestic leave policy. Failure to comply with the requirements of this Resolution may result in the contract being declared void, the contract being terminated, and/or the firm being debarred. The obligation to provide domestic leave to their employees shall be a contractual obligation.

X The Entity affirms under oath that the Entity is in compliance with the County's domestic leave policy.

---

**CURRENTLY DUE FEES OR TAXES,  
PURSUANT TO SECTION 2-8.1 (c)  
OF THE MIAMI-DADE COUNTY CODE**

Pursuant to Section 2-8.1(c) of the Code, the Entity shall verify that all delinquent and currently due fees or taxes - including but not limited to real and property taxes, utility taxes and occupational licenses - collected in the normal course by the County Tax Collector, as well as County issued parking tickets for vehicles registered in the name of the Entity, have been paid. Failure to comply with this requirement may result in debarment.

X The Entity affirms under oath that the Entity does not have any County delinquent and currently due fees or taxes, or parking tickets for vehicles registered in the name of the Entity.

---

**DRUG FREE WORK PLACE  
PURSUANT TO SECTION 2-8.1.2 (b)  
OF THE MIAMI-DADE COUNTY CODE**

Pursuant to Section 2-8.1.2 (b) of the Code, no person or entity shall be awarded or receive a County contract for public improvements unless such person or entity certifies that it will provide a drug free workplace. Failure to comply with this policy may result in debarment for those persons or entities that knowingly violate this policy or falsify information.

X The Entity affirms under oath that it will comply with the County's drug free workplace requirements.

---

**CURRENT IN COUNTY OBLIGATIONS AFFIDAVIT  
PURSUANT TO SECTION 2-8.1(h)  
OF THE MIAMI-DADE COUNTY CODE**

Pursuant to Section 2-8.1(h) of the Code, no individual or entity shall be allowed to receive any additional County contracts, if it is in arrears in any payment under a contract, promissory note or other loan document with the County, or any of its agencies or instrumentalities, including the Public Health Trust, either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the Code,

until either the arrearage has been paid in full or the County has agreed in writing to a payment schedule. Failure to meet the terms and conditions of any obligation or repayment schedule with the County shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

X The Entity affirms under oath that the Entity is current in its obligations to the County.

---

**CODE OF BUSINESS ETHICS AFFIDAVIT  
PURSUANT TO SECTION 2-8.1(i)  
OF THE MIAMI-DADE COUNTY CODE**

Pursuant to Section 2-8.1(i) of the Code, each person or entity that seeks to do business with the County shall adopt a Code of Business Ethics ("Ethics Code") and shall, prior to the execution of any contract between the Entity and the County, submit an affidavit stating that the Entity has adopted an Ethics Code that complies with the requirements of Section 2-8.1(i) of the Code. An entity failing to submit the required affidavit shall be ineligible for contract award.

X The Entity affirms under oath that the Entity has adopted an Ethics Code that complies with the requirements of Section 2-8.1(i) of the Code.

---

This single execution shall have the same force and effect as if each of the above affidavits had been individually executed.

Quale Ann Taylor  
(Signature of Authorized Representative)

Title President

Date 7/31/09

STATE OF:

COUNTY OF:

The above certifications/verifications were acknowledged before me this 31 day of July, 2009

by Quale Ann Taylor  
(Authorized Representative)

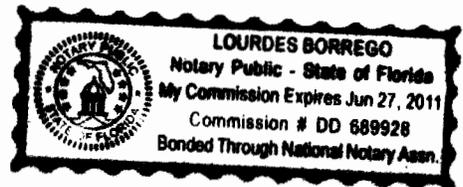
of MIAMI CONCEPTS LLC  
(Name of Corporation, Partnership, etc.)

who is personally known to me or has produced as identification and who did/did not take an oath.

Loures Borrego  
(Signature of Notary)

Loures Borrego  
(Print Name)

Notary Stamp or Seal:



Notary Commission Number: DD689926

My Commission Expires: June 27, 2011



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## Detail by Entity Name

### Florida Limited Liability Company

MIAMI CONCEPTS, LLC

### Filing Information

**Document Number** L08000006184  
**FEI/EIN Number** 331201634  
**Date Filed** 01/17/2008  
**State** FL  
**Status** ACTIVE  
**Last Event** LC AMENDMENT  
**Event Date Filed** 03/14/2008  
**Event Effective Date** NONE

### Principal Address

3785 N.W. 82ND AVENUE, #109  
DORAL FL 33166

### Mailing Address

3785 N.W. 82ND AVENUE, #109  
DORAL FL 33166

### Registered Agent Name & Address

ARCACCOUNTING AND BUSINESS SOLUTIONS, INC.  
3785 N.W. 82ND AVENUE, #109  
DORAL FL 33166 US

### Manager/Member Detail

#### **Name & Address**

Title MGR

AGUILAR, NAYID  
3785 N.W. 82ND AVENUE, #109  
DORAL FL 33166

Title MGR

TAYLOR, CAROLE ANN  
3785 N.W. 82ND AVENUE, #109  
DORAL FL 33166

### Annual Reports

**Report Year Filed Date**  
2009 04/01/2009

### Document Images

04/01/2009 -- ANNUAL REPORT

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[01/17/2008 -- Florida Limited Liability](#)

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**2009 LIMITED LIABILITY COMPANY ANNUAL REPORT**

**FILED  
Apr 01, 2009  
Secretary of State**

DOCUMENT# L08000006184

Entity Name: MIAMI CONCEPTS, LLC

**Current Principal Place of Business:**

3785 N.W. 82ND AVENUE, #109  
DORAL, FL 33166

**New Principal Place of Business:**

**Current Mailing Address:**

3785 N.W. 82ND AVENUE, #109  
DORAL, FL 33166

**New Mailing Address:**

FEI Number: 33-1201634      FEI Number Applied For ( )      FEI Number Not Applicable ( )      Certificate of Status Desired ( )

**Name and Address of Current Registered Agent:**

ARCAACCOUNTING AND BUSINESS SOLUTIONS, INC.  
3785 N.W. 82ND AVENUE, #109  
DORAL, FL 33166      US

**Name and Address of New Registered Agent:**

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: \_\_\_\_\_

Electronic Signature of Registered Agent

\_\_\_\_\_ Date

**MANAGING MEMBERS/MANAGERS:**

Title: MGR      ( ) Delete  
Name: AGUILAR, NAYID  
Address: 3785 N.W. 82ND AVENUE, #109  
City-St-Zip: DORAL, FL 33166

Title: MGR      ( ) Delete  
Name: TAYLOR, CAROLE ANN  
Address: 3785 N.W. 82ND AVENUE, #109  
City-St-Zip: DORAL, FL 33166

**ADDITIONS/CHANGES:**

Title:      ( ) Change ( ) Addition  
Name:  
Address:  
City-St-Zip:

Title:      ( ) Change ( ) Addition  
Name:  
Address:  
City-St-Zip:

I hereby certify that the information supplied with this filing does not qualify for the exemption stated in Chapter 119, Florida Statutes. I further certify that the information indicated on this report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 608, Florida Statutes.

SIGNATURE: NAYID AGUILAR

MGR

04/01/2009

Electronic Signature of Signing Managing Member, Manager, or Authorized Representative / Date

195



March 11, 2008

Mr. Adrian Songer  
Property Manager  
Commercial Operations  
Miami Dade Aviation Department  
P.O. Box 025504  
Miami, FL 33102-5504

Re: Assignment of the Lease and Concession Agreement by and between Miami Dade County, Florida and Miami To Go, Inc. Concessionaire for Retail Concession Program at Miami International Airport (Package 8) (the "Lease")

Dear Mr. Songer,

In connection with the above referenced matter, this letter is to inform you that Miami Concepts, LLC ("Miami Concepts") is a Florida Limited Liability Company, whose member and membership interests consists of the following entities and percentages: Miami To Go, Inc. (51% membership interest) and Café Britt Corp (49% membership interest).

In addition, Miami To Go acknowledges and agrees the following:

1. Miami To Go, Inc. is aware that the Retail Concession Program RFP No. MDAD-05-05 contained eight (8) packages and that Miami To Go, Inc. was awarded Package 8. Miami To Go, Inc. is also aware that the concept for Package 8 was "Gift Specialty Shop." Miami To Go, Inc. acknowledges and agrees that upon the assignment of the above referenced Lease to Miami Concepts LLC, the concept category "Gift Specialty Shop" will remain the same and unchanged.
2. Miami To Go, Inc. shall provide to the Miami Dade Aviation Department a list of the products and merchandise that will be offered to the public. This list shall be provided to the Miami Dade Aviation Department prior to the opening of the stores to the public.

1717 NORTH BAYSHORE DRIVE  
SUITE 2700  
MIAMI, FLORIDA 33132  
TEL: 305 381 7884  
FAX: 305 381 8085  
TOLL FREE-1 888 MIAMI TO GO  
e-mail miami to go@aol.com

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## **DESCRIPTION OF ROLES AND RESPONSIBILITIES OF MEMBERS OF MIAMI CONCEPTS, LLC**

### **A. MIAMI TO GO, INC.'S ROLE AND RESPONSIBILITIES**

MTG is responsible for performing, managing, and supervising the following activities with its own forces: (i) manage all recruitment, hiring and firing of the Company's General Manager and Store Supervisors who will be responsible for the Company's store employees and the day-to-day operations of the stores; (ii) Carole Ann Taylor (CAT) shall serve as President of the Company, and MTG will contribute its expertise to the overall management of the Company's business under the Concession Agreement; (iii) MTG shall be the Company's representative and spokesman with the Miami Dade Aviation Department and other Miami Dade County and local, state, and federal government agencies as well as professional organizations; (iv) procure local artists, vendors, and service providers; (v) identify and approve new vendors and new lines of merchandise; (vi) supervise and oversee the Performance Standards required to ensure the value of the Miami To Go Brand as described in the License Agreement; (vii) responsible for Airport compliance reporting and monthly utilization reporting; (viii) approve all marketing, advertising, and collateral materials; (ix) CAT is a co-signatory for the issuance of checks over \$5000 on the Miami Concepts disbursement bank account(s) and any check written for a transaction outside the Company's day-to-day normal operations in excess of \$5000 in a calendar year; and (x) ensure that staff maintain all displays in the Package 8 stores in accordance with the Standards and Specifications.

### **B. CAFÉ BRITT'S ROLE AND RESPONSIBILITIES**

Café Britt shall provide the following management, operational, and supply services to the Company: (i) manufacture, produce and deliver inventory for sale; (ii) provide products, supplies, equipment, fixtures, furnishings, signage, uniforms, paper goods, and materials required for the operation of the Package 8 stores; (iii) vendor negotiations, inventory purchasing, distribution, and management; (iv) inventory and supply stock taking, receiving, and warehousing; (v) logistics, freight, delivery, transportation, and clearance of inventory and supplies; (vi) product placement, visual merchandise and display, space planning, and shop layout; (vii) provide business manuals, methods and instructions (the "Standards and Specifications") to operate, preserve, maintain, and enhance the value of Miami Concepts LLC's and MTG's names, trademarks, reputation and goodwill.

MIAMI CONCEPTS LLC  
 LIST OF MEMBERS, CAPITAL  
 CONTRIBUTIONS, NUMBER OF UNITS,  
 AND PERCENTAGE INTEREST

Name and Address	Initial Capital Contribution	Number of Units	Overall Percentage Interest
	_____	_____	_____
Miami To Go, Inc. Address: 1717 North Bayshore Drive Suite 2456 Miami, FL 33132	\$150,000.00	51	51%
Café Britt Corp Address: 3785 N.W. 82 Avenue Suite 109 Miami, FL 33166	\$144,117.64	49	49%
	<b>*Total: \$294,117.64</b>	<b>Total: 100</b>	<b>Total: 100%</b>

\*Miami Concepts LLC will borrow \$1,500,000.00 of Working Capital from Café Britt

Attached is a description of the roles and responsibilities of the members of Miami Concepts LLC. Please do not hesitate to contact me in the event you need additional information.

Sincerely,



Carole Ann Taylor

President and CEO

cc: Pablo Vargas, Member, Miami Concepts LLC

Nayid Aguilar, Member, Miami Concepts LLC

2

RECEIVED

FEB 7 - 2008

Commercial Operations

**UNANIMOUS WRITTEN CONSENT  
OF THE MEMBERS AND MANAGERS OF  
MIAMI CONCEPTS, LLC.**

The undersigned, constituting all of the members and managers of Miami Concepts, LLC., a Florida limited liability company, (the "Company"), do hereby waive all notice of time, place and purpose of meeting and do hereby consent in writing to take the following actions and adopt the following resolutions:

**MANAGEMENT STRUCTURE**

**RESOLVED** that the Company shall have two (2) Managers; and

**FURTHER RESOLVED** that Nayid Aguilar and Lilliam Parra are hereby appointed as the Managers of the Company; and

**FURTHER RESOLVED** that the following individuals are hereby appointed to serve in the offices set forth after their respective names:

Carole Ann Taylor	President
Jorge Jimenez	Vice President
Marlina Salas	Treasurer
Pablo Vargas	Secretary

**OPERATIONAL MATTERS**

**RESOLVED**, that the Managers of the Company are each authorized, empowered, and directed to procure all corporate books, stock ledgers, and books of account required by law or appropriate in connection with the business of the Company; and

**RESOLVED**, that the Managers of the Company are each authorized, empowered, and directed to pay all fees and expenses incident to and arising out of the organization of the Company and to reimburse any person who has made disbursements therefor; and

**RESOLVED**, that the Managers of the Company are each authorized, in the name and on behalf of the Company, to establish accounts with the financial institutions as the officer shall deem necessary and desirable and that the accounts be established in accordance with and governed by the general rules and regulations of the financial institutions; and further

**RESOLVED**, that the Managers of the Company are authorized, empowered, and directed, in the name and on behalf of the Company, to take additional action and to execute and deliver additional agreements, documents, and instruments as any of them may deem necessary or appropriate to implement the provisions of the foregoing resolutions, the authority for the taking of the action and the execution and delivery of the agreements, documents, and instruments to be conclusively evidenced thereby.

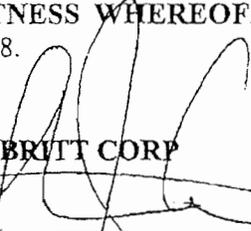
*[Handwritten signatures and scribbles]*

2

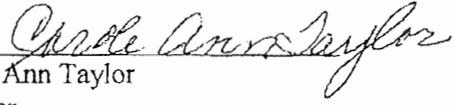
**RESOLVED** that this written consent may be executed in counterpart originals and delivered by facsimile, and shall have, when taken together, the same effect as if all signatures were contained in a signal original copy of this written consent.

**IN WITNESS WHEREOF**, the undersigned have made this Consent effective as of January 30, 2008.

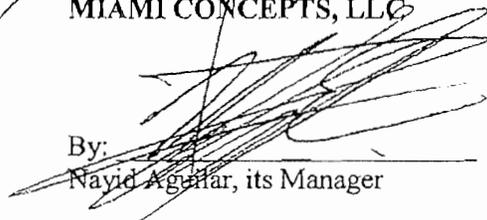
**CAFÉ BRITT CORP**

By:   
Steve Aronson  
Member

**MIAMI TO GO, INC.**

By:   
Carole Ann Taylor  
Member

**MIAMI CONCEPTS, LLC**

By:   
Nayid Aguilar, its Manager

3



January 31, 2008

Dr. Patricia A. Ryan  
División Director  
Commercial Operations  
Miami Dade Aviation Department  
P.O. Box 025504  
Miami, FL 33102-5504

Dear Dr. Ryan,

Pursuant to Article 9, Assignment and Ownership, of the Lease and Concession Agreement, dated October 10, 2006, by and between Miami-Dade County, Florida and Miami To Go, Inc for Package 8 of RFP No. MDAD-05-05, I am writing to request that Miami Dade County Aviation Department grant Miami To Go, Inc. permission to assign the lease to Miami Concepts, LLC at closing. Miami Concepts LLC is a newly formed limited liability company whose members consist of Miami To Go, Inc. and Café Britt Corporation (see attached State of Florida certification).

As per our prior discussions I affirm that Miami Concepts LLC is a small business enterprise and is under the \$6.5 million small business revenue designation. Miami To Go, Inc. will continue to have a strong, active presence in the operation of the two locations in the aforementioned package. We are mindful of the fact that the basis of this award for two gift specialty stores, providing local, unique gifts, was in part contingent upon Miami To Go's local participation as well as its ability to provide a local theme and identity to the traveling public. Miami Concepts LLC will continue the theme that Miami To Go, Inc.'s business was built upon and adhere to the concept under which the contract was awarded with no major changes. Café Britt Corporation has twice been designated by the Moodie Report as having the best airport destination merchandise store in the world. They are presently operating local themed airport destination stores in Costa Rica, Chile and Peru.

Most importantly I want to assure you and MDAD that this request will in no way imperil our timetable to open the stores.  
I thank you for your timely response and assistance.

Sincerely,

Carole Ann Taylor  
President & CEO  
cc: Adrian Songer

**RECEIVED**

FEB 5 - 2008

Commercial Operations

1717 NORTH BAYSHORE DRIVE  
SUITE 2700  
MIAMI, FLORIDA 33132  
TEL: 305 381 7884  
FAX: 305 381 8085  
TOLL FREE-1 888 MIAMI TO GO  
e-mail miami to go@aol.com

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# State of Florida



## Department of State

I certify from the records of this office that MIAMI CONCEPTS, LLC, is a limited liability company organized under the laws of the State of Florida, filed on January 17, 2008.

The document number of this company is L08000006184.

I further certify that said company has paid all fees due this office through December 31, 2008, and its status is active.

Authentication Code: 008A00004021-011808-L08000006184-1/1

**RECEIVED**

FEB 5 - 2008

Commercial Operations



Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Eighteenth day of January, 2008

Kurt S. Browning  
Secretary of State

**FIRST AMENDMENT TO  
LEASE AND CONCESSION AGREEMENT FOR  
FOREIGN CURRENCY EXCHANGE AND BUSINESS CENTER  
AT MIAMI INTERNATIONAL AIRPORT**

THIS FIRST AMENDMENT to the Lease and Concession Agreement for Foreign Currency Exchange and Business Center (the "First Amendment") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between Miami-Dade County acting by and through its Aviation Department ("County" or "MDAD") and Lenlyn LTD DBA ICE Currency Services USA ("Concessionaire").

WHEREAS, by Resolution No. R-1296-07, passed and adopted December 4, 2007, the Board of County Commissioners of Miami-Dade County, Florida authorized a Non-Exclusive Lease and Concession Agreement for Foreign Currency Exchange and Business Center Concession Services at Miami International Airport.

WHEREAS, the Aviation Department recognizes the construction and passenger traffic issues encountered by the Concessionaire in its implementation of the Department's South Terminal Concessions Program.

WHEREAS, the Aviation Department desires to make certain accommodations relative to the occupancy costs incurred by the Concessionaire in order to insure the continued presence of a Concessions Program for the traveling public.

NOW THEREFORE, in consideration of the premises, and terms and conditions of the Lease and Concession Agreement, the parties to this First Amendment agree as follows:

Add as third paragraph to Sub-Article 3.06 ANNUAL RENT as follows:

Commencing on the Beneficial Occupancy, Concessionaire shall not be required to pay annual rent for South Terminal Locations H20336 and J2355, until the first anniversary date of Beneficial Occupancy for each South Terminal Location. On that date the Concessionaire shall commence payment of the annual rent. Notwithstanding anything to the contrary contained in Sub-Article 3.06, or in any other Sub-Article, this rent abatement applies only to the South Terminal concession locations of the Concessionaire.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Agreement the date and year first above written.

CONCESSIONAIRE

ATTEST  
Secretary

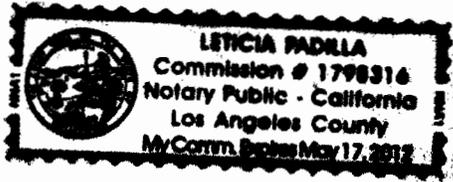
*Leticia Padilla*  
(Signature and Seal)

LENLYN LTD  
(Legal Name of Corporation)

By: *[Signature]*  
Authorized Officer - Signature

LETICIA PADILLA NOTARY PUBLIC  
(Type Name & Title)

Name: RAMON ORTEGA  
SECRETARY  
(Type Name & Title)



BOARD OF COUNTY COMMISSIONERS  
MIAMI-DADE COUNTY, FLORIDA

By: \_\_\_\_\_  
Mayor

Attest: Harvey Ruvin, Clerk

By: \_\_\_\_\_  
Deputy Clerk

Approved for Form  
and Legal Sufficiency

*[Signature]*  
Assistant County Attorney

**RELEASE**

In consideration of the approval and full execution of the First Amendment to the Lease and Concession Agreement, which original agreement was by and between Lenlyn LTD DBA Ice Currency Services USA. ("Concessionaire") and Miami-Dade County ("County") and was authorized by Resolution No. R-1296-07 adopted by the County Commission on December 4, 2007; Concessionaire does hereby release and forever discharge County and all of its officers and employees from any and all actions, claims, causes of actions, or debts related to or arising out of concessionaire's construction activities or related to any lack of passenger traffic, or otherwise related to or caused by the issues or matters set forth in the aforesaid First Amendment.

 **BHARAT SWANI VP OPERATIONS**  
Lenlyn LTD DBA Ice Currency Services USA

**MIAMI-DADE COUNTY**  
**MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION AFFIDAVITS**

PROJECT TITLE Foreign Currency Exchange & Business Center at MIA

PROJECT NUMBER Z-004192

COUNTY OF Miami-Dade

STATE OF Florida

Before me the undersigned authority appeared Ramon Ortega (Print Name), who is personally known to me or who has provided as identification and who (did or did not) take an oath, and who stated:

That he/she is the duly authorized representative of

Lenlyn Ltd. Dba ICE Currency Services USA  
(Name of Entity)

6151 W. Century Blvd. Suite 1108, Los Angeles CA 90045  
(Address of Entity)

9 / 5 - 3 / 9 / 1 / 9 / 4 / 0 / 0  
Federal Employment Identification Number

hereinafter referred to as the Entity being its

\_\_\_\_\_  
Authorized Officer  
(Sole Proprietor)(Partner)(President or Other Authorized Officer)

and as such has full authority to make these affidavits and say as follows.

**PUBLIC ENTITY CRIMES  
SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES**

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation."

2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means "a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere."

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

"1 A predecessor or successor of a person convicted of a public entity crime;  
or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate."

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means "any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity."

5. The statement which is marked below is true in relation to the Entity submitting this sworn statement. **[Please indicate which statement applies.]**

**PUBLIC ENTITY CRIMES  
SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES (Cont'd)**

Neither the Entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, nor any affiliate of the Entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The Entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, or an affiliate of the Entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. **[Please indicate which additional statement applies.]**

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **[Please attach a copy of the final order.]**

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **[Please attach a copy of the final order.]**

The person or affiliate has been placed on the convicted vendor list. **[Please describe any action taken by or pending with the Florida Department of General Services.]**

**DEBARMENT DISCLOSURE AFFIDAVIT  
PURSUANT TO SECTIONS 10-38 AND 2-8.4.1  
OF THE MIAMI-DADE COUNTY CODE**

Section 10-38 of the Code relates to the debarment of any individual or other legal entity from County work. The Debarment Disclosure Affidavit requires the Entity to affirm, under oath, that neither the Entity, its officers, principals, directors, shareholders owning or controlling more than ten percent (10%) or more of the stock, partners, affiliates, as defined in the Code, nor its

subcontractors/subconsultants, have been debarred by the County. Any individual or Entity listed above that has been debarred by the County is prohibited from entering into any contract with the County during the period for which they have been debarred. Debarment may also constitute grounds for termination of any existing County contract. It is the Entity's responsibility to ascertain this information before submitting the Qualification Statement.

The Entity affirms under oath that neither the Entity, its officers, principals, directors, shareholders owning or controlling more than ten percent (10%) or more of the stock, or affiliates, nor its Subcontractor/Subconsultant have been debarred by the County.

---

**CRIMINAL RECORD AFFIDAVIT  
PURSUANT TO SECTION 2-8.6 OF THE  
MIAMI-DADE COUNTY CODE**

Pursuant to Section 2-8.6 of the Code, the Entity must disclose, at the time the submission, if the Entity or any of its officers, directors, or executives have been convicted of a felony during the past (10) years. Failure to disclose such conviction may result in the debarment of the Entity who knowingly fails to make the required disclosure or to falsify information.

Indicate below if the above named Entity, as of the date of submission:

has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

\_\_\_\_\_ has been convicted of a felony during the past ten (10) years, or as of the date of submission, has an officer, director or executive who has been convicted of a felony during the past ten (10) years.

---

**DISCLOSURE OF OWNERSHIP AFFIDAVIT  
PURSUANT TO SECTION 2-8.1  
OF THE MIAMI-DADE COUNTY CODE**

I hereby declare that the information given herein and in the documents attached hereto are true and correct.

**PART I**

1. The full legal name and business address\* of the person or Entity transacting business with the County is:

**Lenlyn Ltd. Dba ICE Currency Services USA  
6151 W. Century Blvd. Suite 1108  
Los Angeles CA 90045**

2. If the transaction is with a Corporation\*\*, provide the full legal name and business address\* and title for each officer. This disclosure requirement does not apply to publicly traded corporations, however please indicate here whether the Entity is a publicly traded corporation.

**Kurush Sarkari, Global Operations Director**

Lenlyn Ltd. Dba ICE Currency Services USA, 6151 W. Century Blvd. Suite 1108  
Los Angeles CA 90045

**Ramon Ortega, Company Secretary**

Lenlyn Ltd. Dba ICE Currency Services USA, 6151 W. Century Blvd. Suite 1108  
Los Angeles CA 90045

3. If the transaction is with a Corporation\*\*, provide the full legal name and business address\* for each director. This disclosure requirement does not apply to publicly traded corporations.

Name	Business Address
F G Tejani	Albany Court Yard, 48-48 Piccadilly London W1J OLR UK
N G Tejani	Albany Court Yard, 48-48 Piccadilly London W1J OLR UK
Z G Tejani	Albany Court Yard, 48-48 Piccadilly London W1J OLR UK
H G Tejani	Albany Court Yard, 48-48 Piccadilly London W1J OLR UK
T E Johnson	Albany Court Yard, 48-48 Piccadilly London W1J OLR UK
K P Sarkari	6151 W. Century Blvd. Suite 1108 Los Angeles CA 90045 USA

**DISCLOSURE OF OWNERSHIP AFFIDAVIT  
PART I (cont'd)**

4. If the transaction is with a Corporation\*\*, provide the full legal name and business address\* for each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock and state the percentage. This disclosure requirement does not apply to publicly traded corporations.

Name	Business Address	% of Ownership
G D Tejani	Albany Court Yard, 48-48 Piccadilly London W1J OLR UK	20%
N G Tejani	Albany Court Yard, 48-48 Piccadilly London W1J OLR UK	20%
F G Tejani	Albany Court Yard, 48-48 Piccadilly London W1J OLR UK	20%
H G Tejani	Albany Court Yard, 48-48 Piccadilly London W1J OLR UK	20%
Z G Tejani	Albany Court Yard, 48-48 Piccadilly London W1J OLR UK	20%

5. If the transaction is with a Partnership or joint venture, provide the full legal name and address for each partner or joint venture member.

N/A

6. If the transaction is with a trust, provide the full legal name and address for each trustee and each beneficiary of the trust.

N/A

7. The full legal name and business addresses\* of any other individuals (other than stockholders owning less than five percent (5%) of the stock, subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the transaction with the County are:

N/A

**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY  
PART I (cont'd)**

1. Does your firm have a collective bargaining agreement with its employees?

Yes  No

2. Does your firm provide paid health care benefits for its employees?

Yes  No

3. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:

White:	1	Males	9	Females
Asian:	8	Males	31	Females
Black:	4	Males	16	Females
Native American:	0	Males	0	Females
Hispanics:	8	Males	25	Females
Alaskan Natives:	_____	Males	_____	Females
Hawaiian/Pacific Islander Native:	<u>  4  </u>	Males	<u>  4  </u>	Females
_____:	_____	Males	_____	Females

(ADD EXTRA SHEETS IF NEEDED)

- \* Post Office Box addresses not acceptable.
- \*\* If a Joint Venture, list this information for each member of the Joint Venture

**DISCLOSURE OF OWNERSHIP AFFIDAVIT  
PART II**

**LIST ALL CONTRACTS IN EFFECT WITH MIAMI-DADE COUNTY DURING  
THE LAST FIVE (5) YEARS:**

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
------------------	-----------------------------------	---------------------------	----------------------------

=====

(1)

<u>from 1995 to 2008</u>	<u>\$ 1,7000,000</u>	<u>\$ 1,7000,000</u>	<u>0 %</u>
------------------------------	----------------------	----------------------	------------

Name of Dept.  
& Summary  
of Services  
Performed

Miami Dade Aviation Department  
Foreign Currency Exchange Services

Litigation  
Arising out  
of Contract

No litigation

(2)

<u>Feb 2008</u>	<u>\$ 2,400,580</u>	<u>\$ 2,400,580</u>	<u>0 %</u>
-----------------	---------------------	---------------------	------------

Name of Dept.  
& Summary  
of Services  
Performed

Miami Dade Aviation Department  
Foreign Currency Exchange Services

Litigation  
Arising out  
of Contract

No litigation

**DISCLOSURE OF OWNERSHIP AFFIDAVIT  
PART II (Cont'd)**

<b>CONTRACT DATE</b>	<b>DOLLAR AMOUNT OF ORIG.CONTRACT</b>	<b>FINAL AMT. OF CONTRACT</b>	<b>PERCENTAGE DIFFERENTIAL</b>
----------------------	---------------------------------------	-------------------------------	--------------------------------

=====

(3)

\_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ %

Name of Dept.  
& Summary  
of Services  
Performed

\_\_\_\_\_  
\_\_\_\_\_

Litigation  
Arising out  
of Contract

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(4)

\_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ %

Name of Dept.  
& Summary  
of Services  
Performed

\_\_\_\_\_  
\_\_\_\_\_

Litigation  
Arising out  
of Contract

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

=====

(ADD EXTRA SHEET(S) IF NEEDED.)

**DISCLOSURE OF OWNERSHIP AFFIDAVIT  
PART III**

A. How long has Entity been in business?      25 years

B. 1. Has the Entity ever done business under another name or with another firm?

\_\_\_\_\_ N/A \_\_\_\_\_

If yes, attach separate sheet(s) listing same information as in parts I, II and III of this affidavit.

---

B. 2. Has the Principals of the Entity ever done business under another name or with another firm?

\_\_\_\_\_ N/A \_\_\_\_\_

If yes, attach separate sheet(s) listing same information as in parts I, II and III of this affidavit

---

**AFFIRMATIVE ACTION PLAN/PROCUREMENT  
POLICY AFFIDAVIT PURSUANT TO SECTION 2-8.1.5  
OF THE MIAMI-DADE COUNTY CODE**

I, being duly first sworn, hereby state that the Respondent for this contract:

- ✓ has a current Affirmative Action Plan and Procurement Policy, as required by Section 2-8.1.5 of the Code , processed and approved for filing with the Miami-Dade County Department of Business Development (DBD) under the file No. 5813 and the expiration date of February 29, 2008.

**Renewal has been filed on 9 June 2009**

- had annual gross revenues in excess of \$5,000,000 for the previous year and does not have a current Affirmative Action Plan and Procurement Policy as required by Section 2-8.1.5 of the Code, processed and approved for filing with the County DBD. I will contact DBD at 305-375-3111 regarding this condition of award requirement.
- had annual gross revenues less than \$5,000,000.00 for the previous year; therefore Section 2-8.1.5 of the Code is not applicable.
- has a Board of Directors which is representative of the population make-up of the nation and are exempt from the requirements of Section 2-8.1.5 of the Code. I will contact DBD at 305-375-3111 in order to submit the required exemption request.

**DISABILITY NONDISCRIMINATION  
PURSUANT TO COUNTY RESOLUTION NOS. R-182-00 AND R-385-95,**

Pursuant to County Resolution No. R-182-00, amending Resolution No. R-385-95, the Entity shall, as a condition of award, provide written certification that the firm is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act, the Fair Housing Act, nor any other laws prohibiting discrimination on the basis of disability. Any post-award violation of these Acts may result in the contract being declared void. If any certifying Respondent or their affiliate is found in violation of the Acts, the County will conduct no further business with such attesting firm. Any violation of this Resolution may result in debarment.

  X   The Entity affirms under oath that the Entity is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act, the Fair Housing Act, nor any other laws prohibiting discrimination on the basis of disability.

---

**FAMILY LEAVE  
PURSUANT TO COUNTY RESOLUTION NO. R-183-00**

Pursuant to County Resolution No. R-183-00, the Entity shall, as a condition of award, provide written certification that the firm provides family leave to their employees as required by the County's family leave policy. Failure to comply with the requirements of this Resolution may result in debarment.

  X   The Entity affirms under oath that the Entity is in compliance with the County's family leave requirements.

---

**DOMESTIC LEAVE  
PURSUANT TO COUNTY RESOLUTION NO. R-185-00**

Pursuant to County Resolution No. R-185-00, the Entity shall, as a condition of award, provide written certification that the firm is in compliance with the County's domestic leave policy. Failure to comply with the requirements of this Resolution may result in the contract being declared void, the contract being terminated, and/or the firm being debarred. The obligation to provide domestic leave to their employees shall be a contractual obligation.

X   The Entity affirms under oath that the Entity is in compliance with the County's domestic leave policy.

---

**CURRENTLY DUE FEES OR TAXES,  
PURSUANT TO SECTION 2-8.1 (c)  
OF THE MIAMI-DADE COUNTY CODE**

Pursuant to Section 2-8.1(c) of the Code, the Entity shall verify that all delinquent and currently due fees or taxes - including but not limited to real and property taxes, utility taxes and occupational licenses - collected in the normal course by the County Tax Collector, as well as County issued parking tickets for vehicles registered in the name of the Entity, have been paid. Failure to comply with this requirement may result in debarment.

  X   The Entity affirms under oath that the Entity does not have any County delinquent and currently due fees or taxes, or parking tickets for vehicles registered in the name of the Entity.

---

**DRUG FREE WORK PLACE  
PURSUANT TO SECTION 2-8.1.2 (b)  
OF THE MIAMI-DADE COUNTY CODE**

Pursuant to Section 2-8.1.2 (b) of the Code, no person or entity shall be awarded or receive a County contract for public improvements unless such person or entity certifies that it will provide a drug free workplace. Failure to comply with this policy may result in debarment for those persons or entities that knowingly violate this policy or falsify information.

  X   The Entity affirms under oath that it will comply with the County's drug free workplace requirements.

---

**CURRENT IN COUNTY OBLIGATIONS AFFIDAVIT  
PURSUANT TO SECTION 2-8.1(h)  
OF THE MIAMI-DADE COUNTY CODE**

Pursuant to Section 2-8.1(h) of the Code, no individual or entity shall be allowed to receive any additional County contracts, if it is in arrears in any payment under a contract, promissory note or other loan document with the County, or any of its agencies or instrumentalities, including the Public Health Trust, either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the Code,

until either the arrearage has been paid in full or the County has agreed in writing to a payment schedule. Failure to meet the terms and conditions of any obligation or repayment schedule with the County shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

  X   The Entity affirms under oath that the Entity is current in its obligations to the County.

---

**CODE OF BUSINESS ETHICS AFFIDAVIT  
PURSUANT TO SECTION 2-8.1(i)  
OF THE MIAMI-DADE COUNTY CODE**

Pursuant to Section 2-8.1(i) of the Code, each person or entity that seeks to do business with the County shall adopt a Code of Business Ethics ("Ethics Code") and shall, prior to the execution of any contract between the Entity and the County, submit an affidavit stating that the Entity has adopted an Ethics Code that complies with the requirements of Section 2-8.1(i) of the Code. An entity failing to submit the required affidavit shall be ineligible for contract award.

  X   The Entity affirms under oath that the Entity has adopted an Ethics Code that complies with the requirements of Section 2-8.1(i) of the Code.

---

This single execution shall have the same force and effect as if each of the above affidavits had been individually executed.

Ramon Ortega

(Signature of Authorized Representative)

Title SECRETARY

Date JUNE 9, 2009

STATE OF: CALIFORNIA

COUNTY OF: LOS ANGELES

The above certifications/verifications were acknowledged before me this ninth day of JUNE, 2009.

by RAMON ORTEGA  
(Authorized Representative)

of LENLYN LTD  
(Name of Corporation, Partnership, etc.)

who is personally known to me or has produced as identification and who did/did not take an oath.

Hugo Gomez  
(Signature of Notary)

Notary Stamp or Seal:

HUGO GOMEZ  
(Print Name)

Notary Commission Number: SE # 1602558

My Commission Expires: SEP. 11, 2009



# Convicted Vendor List

Section 287.133(3)(d), Florida Statutes, provides that the Department of Management Services shall maintain a list of the names and addresses of those who have been disqualified from participating in the public contracting process under this section.

The list includes:

**Placed on list: September 27, 2006**

White Construction Company, Inc.  
P. O. Box 790  
US Hwy 19 North  
Chiefland, Florida 32626

*NOT IN LIST*  
*PHS*

**Placed on list: April 15, 2008**

Warren H. Newell  
Address Unknown

**Placed on list: April 28, 2008**

Calhoun Enterprises of Central Florida Inc.  
886 South Dillard Street, Suite B  
Winter Garden, FL 34787

**Placed on list: April 28, 2008**

Dawn Michelle Calhoun  
606 Spice Trader Way, Apt. C  
Orlando, FL 32818

**Placed on list: April 28, 2008**

Robert Lee Calhoun  
215 Rheine Road NW  
Palm Bay, FL 32907

**Placed on list: June 3, 2008**

Michael Kenneth Behrens  
Address Unknown

07/13/2009

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# Suspended Vendor List

The following vendors have been removed from the Vendor List pursuant to Rule 60A-1.006, F.A.C.

Revised August 13, 2007

*NOT IN LIST*

*DJS*

<b>Vendor Number</b>	<b>Vendor Name/Address</b>
F953278704	9008 Group, Inc. dba Act-1 Group 1999 West 190th Street Torrance, CA 90504
F351778876 001	A & M Distributing 2008 W. Lincoln Highway, Suite 499 Merryville, IN 46410-5337
F581209815 001	AAE Office Machines & Supplies 553 2nd Avenue Daytona Beach, FL 32114-3174
F650268537	ABC Computers, Inc. 1901 N.W. 82 Ave. Miami, FL 33126
F59207683 011	Advanced Data Products 48 Miracle Mile Miami, FL 33134-5404
F592570833 001	Alex Distributors, Inc. 4360 E 10th Lane Hialeah, FL 33013-2527
F592731140 001	All Florida Contract Carpets, Inc.
F592731140 002	3702 Northwest Passage
F592731140 003	Tallahassee, Florida 32303
F592731140 004	
F592731140 005	
F592731140 006	
F383055757 001	American Bid Consultants P.O. Box 251054 W. Bloomfield, MI 48325
F592630367	American Telecommunications Services Corp. 2812 Kelly Park Rd. Apopka, FL 32712
F590471160 001	Anderson Surgical Supply P.O. Box 1228 Tampa, FL 33601-1228
F720825843 001	Annette's Set 2640 Hodges Street Lake Charles, LA 70601-7312

*223*

F650750100	Answerthink 1001 Brickell Bay Drive, Suite 3000 Miami, FL 33131
F592908324 001	Bill Bryan Jeep Eagle, Inc. 4800 N Highway 19A Mt. Dora, FL 32757
F592236217 001	Bill Thomas Chevrolet, Inc. P.O. Box 5708 Tallahassee, FL 32314
XXXXXX9444 001	B & J Supplies 502 NW 57th Street #243 Gainesville, FL 32607-1608
F221901316 001	Bori Enterprises 463 Main Street Crosswicks, NJ 08515
F591766966 001	Bratton Machinery Supply 1015 Commercial Street Tallahassee, FL 32304
F943184303	Broadvision, Inc. Five Concourse Parkway Atlanta, GA 30328
F592217925 001	C & S Dist. of America, Inc. P.O. Box 1056 Orange Park, FL 32067-1056
F381263910 001	Canton China & Equipment Co. 6309 Mack Avenue Detroit, MI 48207-2399
XXXXXX6961	CEC PC Consulting 22846 Cypress Trail Drive Lutz, FL 33549
F501779929 001	Columbia Press P.O. Box 5756 Orlando, FL 32805
F541945793	Digital Paper Corporation 201 N. Union Street, Suite 140 Alexandria, VA 22314
F591353708 001	Dimmit Chevrolet, Inc. P.O. Box 14759 Clearwater, FL 34629-4759
F592418890 001	Diversified Distributors, Jax 1241 Haines Street
F221900211 001	D R L Associates Broad Street Yardville, NJ 08620
F650143937 001	Ebonys Food Co., Inc.

1260 NE 159th Street  
North Miami Beach, FL 33162

Enterprise Training Solutions  
410 Saw Mill River Road  
Ardsley, NY 10502

Federal Pharamacal Corp.  
16600 NW 54th Avenue  
Miami Lakes, FL 33014-6115

Florida Printing Services, Inc.  
3541 Fowler Street  
Fort Myers, FL 33901-0997

Florida Specialty Paint Co.  
4517 Appleton Avenue  
Jacksonville, FL 32210-2031

Forever Lawn & Landscaping Service  
P.O. Box 93161  
Lakeland, FL33804

Godwin's Business Machines, Inc.  
213 E Brevard Street  
Tallahassee, FL 32301-1223

Government Services Ind., Inc.  
5565 W Flagler Street  
Miami, FL 33134-1065

Hamilton Uniforms, Inc  
Main Street & Chesterfield Road  
Crosswicks, NJ 08515

Hernandez Office Supp. & Equip. Corp.  
300 NW 27th Avenue  
Miami, FL 33125-3031

Hill Engineering Co.  
P.O. Box 2517  
Pensacola, FL 32513-2517

Hose Products, Inc.  
1411 SW 12th Avenue  
Pompano Beach, FL 33069-4725

International Plastics, Inc.  
8 Tulip Street  
Greenville, SC 29609-3723

International Technology Consultants  
14900 North Road  
Loxahatchee, FL 33470

International Trade & Barter, Inc.  
2876 NW 72nd Avenue  
Miami, FL 33122-1310

Interwoven Inc.

F133954395

F590941263 001

F591620522 001

F591708508 001

XXXXXX4887

F592336186 001

F592843153 001

F221914532 001

F591885810 001

F591377357 001

F592203557 001

F570468351 001

F411845368

F592639976 001

F943221352

3525 Piedmont Road  
Atlanta, GA 30305-1530

Jefferies Food Company  
1100 Talleyrand Avenue  
Jacksonville, FL 32206-6048

Jensen Fire Protection Co.1  
1432-2 Parkshore Circle  
Fort Meyers, FL 33901

Johnny Jones Smoke House  
P.O. Box 581321  
Miami, FL 33136

Karroll's, Inc.  
1410 South Clinton Street  
Chicago, IL 60607

Kirkland Meat Packing Co.  
1101 Bulls Bay Road  
Jacksonville, FL 32220-2500

KMT Sales, Inc.  
2655 W 76th Street  
Hialeah, FL 33016

Leta Laboratories, Inc.  
6 Regent Lane  
Deerfield, IL 60015

Long Office Supply Co.  
P.O. Box 012021  
Miami, FL 33101

Long Office Supply Co.  
P.O. Box 012021  
Miami, FL 33136-4191

M Johnson & Associate  
445 NE 94th Street  
Miami, FL 33138

Mackall Printing Service, Inc.  
5558 Spring Park Rd.  
Jacksonville, FL 32216-5549

Merrick International, Inc.  
18120 NW 16th Street  
Miami, FL 33169-4115

Mid South Telecom, Inc.  
414 N. Brevard Avenue  
Arcadia, FL 33821-4504

Midwest Communications Corp.  
8875 NW 23rd Street  
Miami, FL 33172-2490

Mitchell Printing

F590308175 001  
XXXXXX5567 001  
F592416853 001  
F361306952 001  
XXXXXX9083 001  
F650032156 001  
F362952689 001  
F650089236 001  
F590336431 001  
F650419893  
F592045422 001  
F592018093 001  
F592518865 001  
F550333452 001  
F592218537 002

	1184B Capital CircleNE Tallahassee, FL 32301-3519
F210721356 001	National Elec. Computer Supplies 3034 Winter Lake Road Lakeland, FL 33803-9707
F650380627 001	N & M Export 8010 SW 152nd Avenue #210 Miami, FL 33193
XXXXXX5689 001	Omnitek Mechanical Serv., Inc. 739 California Street Tallahassee, FL 32304-2019
	PharmChem, Inc. 4600 N. Beach Street Haltom City, TX 76180
F133429155	Philips Consumer Electronics 64 Perimeter Center East Atlanta, GA 30346
F592295498 001	Phone World, Inc. 1952 Congress AvenueSouth West Palm Beach, FL 33406-6674
F591313977 001	Roger Whitley Chevrolet, Inc. 12300 North Florida Avenue Tampa, FL 33612
F583472488	RR Donnelley Logistics (Momentum Logistics)
F592818091 001	Saint Andrew Industries, Ind. P.O. Box 1311 Panama City, FL. 32402-1311
F593053930 001	Shelbys Gourmet Foods P.O. Box 1173 Orange Park, FL 32067
F591549387 001	Southeastern Bus Sales 4357 Phillips Highway Jacksonville, FL 32207-6731
F590951783 001	Southern Gun Distributors, Inc. 13490 NW 45th Avenue Opa Locka, FL 33054-4492
F630800063 001	Southern Bio Systems Dev. Corp. P.O. Box 9070 Prattville, AL 36067-0870
F592686769 002	Southern Communication 275 North Jefferson Street, Suite 208 Monticello, FL 32344-1936
F590802448 001	Stewart Warner Alemite Sales Co. 5281 Edgewood Court Jacksonville, FL 32205-3601

F541217835 001	Summit Textile 10910H Southlake Court Richmond, VA 23236-3914
F592686769 001	Tabco Enterprises 275 North Jefferson Street #213 Monticello, FL 32344-1936
F591462592 001	Tab of Tallahassee St et al, Inc. ** 1408 Capital Circle NE #1 Tallahassee, FL 32308-6258
F592336378 001	The Shoe Affair 107 West College Avenue Tallahassee, FL 32301-7707
F591481749 001	Tracy Lane Stationers, Inc. 4208 West Cypress Street Tampa, FL 33607-4133
F592232117 001	Tropabest, Inc. 12300 Automobile Boulevard Clearwater, FL 34622-4437
F591109490 002	Tropicana Business Forms 2801 NW 35th Street Miami, FL 33142-5270
F592584335 001	USR/Solutions, Inc. 1622 Talpeco Road Tallahassee, FL 32303-2944
F752559785	VCon, Inc. 207 West Jules Verne Way Cary, NC 27511
XXXXXX9066	Velocity Express Southeast, Inc.
F593642031	WeTrain Technologies 1650 Summit Lake Dr. Tallahassee, FL 32317
F590517380 001	Wright & Seaton, Inc. 251 Royal Calm Way Palm Beach, FL 33480

**\*\* (Note) \*\***

Not to be confused with:  
 Tab Products of NE Florida  
 1019 Rosselle Street  
 Jacksonville, FL 32204  
 (904)355-3300  
 Manager/Owner: Candy Boebeck

07/13/2009

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- > State/Country Code Descriptions

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- > Administration
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#### Search Results for Parties Excluded by

Exact Name : Ienlyn Ltd  
SSN/TIN

As of 13-Jul-2009 2:34 PM EDT

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### Reports

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- > Recent Updates
- > Dashboard

### Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates

### Contact Information

- > Email: [support@epls.gov](mailto:support@epls.gov)  
[episccomments@epls.gov](mailto:episccomments@epls.gov)
- > Phone: 1-866-GSA-EPLS  
1-866-472-3757



### Search - Current Exclusions

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### EPLS Search Results

#### Search Results for Parties Excluded by

Exact Name : lenlyn  
SSN/TIN

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- > [Multiple Names](#)
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### Contact Information

- > **Email:** [support@epls.gov](mailto:support@epls.gov)  
[eplscomments@epls.gov](mailto:eplscomments@epls.gov)
- > **Phone:** 1-866-GSA-EPLS  
1-866-472-3757

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## Detail by Entity Name

### Foreign Profit Corporation

LENLYN LIMITED, INC.

### Filing Information

**Document Number** P30557  
**FEI/EIN Number** 953919400  
**Date Filed** 08/15/1990  
**State** OC  
**Status** ACTIVE  
**Last Event** EVENT CONVERTED TO NOTES  
**Event Date Filed** 10/09/1990  
**Event Effective Date** NONE

### Principal Address

MIAMI INTERNATIONAL AIRPORT  
SECOND LEVEL CONCOURSE E  
MIAMI FL 33122 US

Changed 03/27/1995

### Mailing Address

LENLYN LIMITED  
PO BOX 92192  
LOS ANGELES CA 90009 US

Changed 02/14/2000

### Registered Agent Name & Address

SHAH, BHARAT  
MIAMI INTERNATIONAL AIRPORT  
CONCOURSE E 2ND FLOOR  
MIAMI FL 33122 US

Name Changed: 02/14/2000

Address Changed: 11/16/2001

### Officer/Director Detail

#### **Name & Address**

Title CEO

SARKARI, KURUSH

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6151 W. CENTURY BOULEVARD SUITE 1108  
LOS ANGELES CA 90045

Title CS

ORTEGA, RAMON  
6151 W. CENTURY BLVD. SUITE 1108  
LOS ANGELES CA 90045

## Annual Reports

### Report Year Filed Date

2006	04/05/2006
2007	01/24/2007
2008	03/05/2008

## Document Images

<a href="#">03/05/2008 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/24/2007 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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<a href="#">02/11/2002 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">11/16/2001 -- Reg. Agent Change</a>	<a href="#">View image in PDF format</a>
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<a href="#">04/18/1996 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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**2008 FOR PROFIT CORPORATION ANNUAL REPORT**

**FILED  
Mar 05, 2008  
Secretary of State**

DOCUMENT# P30557

Entity Name: LENLYN LIMITED, INC.

**Current Principal Place of Business:**

MIAMI INTERNATIONAL AIRPORT  
SECOND LEVEL CONCOURSE E  
MIAMI, FL 33122 US

**New Principal Place of Business:**

**Current Mailing Address:**

LENLYN LIMITED  
PO BOX 92192  
LOS ANGELES, CA 90009 US

**New Mailing Address:**

FEI Number: 95-3919400    FEI Number Applied For ( )    FEI Number Not Applicable ( )    Certificate of Status Desired (X)

**Name and Address of Current Registered Agent:**

SHAH, BHARAT  
MIAMI INTERNATIONAL AIRPORT  
CONCOURSE E 2ND FLOOR  
MIAMI, FL 33122 US

**Name and Address of New Registered Agent:**

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: \_\_\_\_\_

Electronic Signature of Registered Agent

\_\_\_\_\_ Date

Election Campaign Financing Trust Fund Contribution ( ).

**OFFICERS AND DIRECTORS:**

Title: CEO ( ) Delete  
Name: SARKARI, KURUSH  
Address: 6151 W. CENTURY BOULEVARD SUITE 1108  
City-St-Zip: LOS ANGELES, CA 90045

Title: CS ( ) Delete  
Name: ORTEGA, RAMON  
Address: 6151 W. CENTURY BLVD. SUITE 1108  
City-St-Zip: LOS ANGELES, CA 90045

**ADDITIONS/CHANGES TO OFFICERS AND DIRECTORS:**

Title: ( ) Change ( ) Addition  
Name:  
Address:  
City-St-Zip:

Title: ( ) Change ( ) Addition  
Name:  
Address:  
City-St-Zip:

I hereby certify that the information supplied with this filing does not qualify for the exemption stated in Chapter 119, Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with an address, with all other like empowered.

SIGNATURE: RAMON ORTEGA

CS

03/05/2008

Electronic Signature of Signing Officer or Director

\_\_\_\_\_ Date

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**FIRST AMENDMENT TO  
LEASE AND CONCESSION AGREEMENT FOR  
MIAMI INTERNATIONAL AIRPORT PHARMACY, INC  
AT MIAMI INTERNATIONAL AIRPORT**

THIS FIRST AMENDMENT to the Lease and Concession Agreement for the Retail Concession Program (the "First Amendment") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between Miami-Dade County acting by and through its Aviation Department ("County" or "MDAD") and Miami International Airport Pharmacy, Inc. ("Concessionaire"); and

WHEREAS, by Resolution No. R-905-06, passed and adopted July 18, 2006, the Board of County Commissioners of Miami-Dade County, Florida authorized a Non-Exclusive Lease and Concession Agreement for concession services under the Retail Concession Program at Miami International Airport; and

WHEREAS, the Aviation Department recognizes the construction and passenger traffic issues encountered by the Concessionaire in its implementation of the Department's South Terminal Concessions Program; and

WHEREAS, the Aviation Department desires to make certain accommodations relative to the occupancy costs incurred by the Concessionaire in order to insure the continued presence of a Concessions Program for the traveling public; and

NOW THEREFORE, in consideration of the premises, and terms and conditions of the Lease and Concession Agreement, the parties to this First Amendment agree as follows:

Add as seventh paragraph to Sub-Article 3.01 MINIMUM ANNUAL GUARANTEE as follows:

Commencing upon Beneficial Occupancy of South Terminal Location J2318, Concessionaire shall pay the lesser of the Minimum Annual Guarantee (MAG) or the assigned retail category percentage fee (as determined by Sub-Article 3.05) of Gross Revenues in lieu of the MAG until the first anniversary date of Beneficial Occupancy for the South Terminal Location. On that anniversary date the Concessionaire shall commence payment of the Adjusted MAG. The Adjusted MAG is derived by taking the aggregate of the monthly percentage performance payments made during the first year of operation. Notwithstanding anything to the contrary contained in Sub-Articles 3.03, 3.04 and 3.11, or in any other Sub-Article this MAG adjustment applies only to the South Terminal concession location of the Concessionaire.

**Example for the Adjusted MAG calculation:**

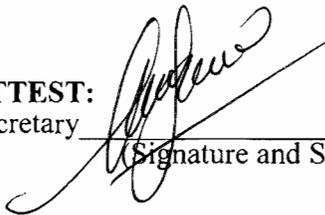
Commencing upon First Anniversary of Date of Beneficial Occupancy of each South Terminal Location:

<b><u>Location</u></b>	<b><u>First Year Gross Revenues</u></b>	<b><u>Category Percentage Rent</u></b>
H1234	\$900,000	10%

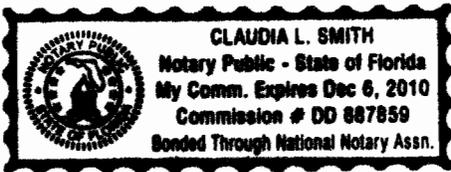
**ADJUSTED MAG** = 10% X \$900,000 = \$90,000.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Lease and Concession Agreement the date and year first above written.

ATTEST:  
Secretary

  
\_\_\_\_\_  
(Signature and Seal)

CLAUDIA L. SMITH  
(Type Name & Title)



Approved for Form  
and Legal Sufficiency

  
\_\_\_\_\_  
Assistant County Attorney

**CONCESSIONAIRE**

MIAMI INTERNATIONAL AIRPORT PHARMACY, INC  
(Legal Name of Corporation)

By:   
\_\_\_\_\_  
Authorized Officer - Signature

Name: Lowell M. Rosh  
VP/CFO  
\_\_\_\_\_  
(Type Name & Title)

**BOARD OF COUNTY COMMISSIONERS  
MIAMI-DADE COUNTY, FLORIDA**

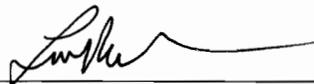
By: \_\_\_\_\_  
Mayor

Attest: Harvey Ruvin, Clerk

By: \_\_\_\_\_  
Deputy Clerk

**RELEASE**

In consideration of the approval and full execution of the First Amendment to the Lease and Concession Agreement, which original agreement was by and between Miami International Airport Pharmacy, Inc. ("Concessionaire") and Miami-Dade County ("County") and was authorized by Resolution No. R-905-06 adopted by the County Commission on July 18, 2006; Concessionaire does hereby release and forever discharge County and all of its officers and employees from any and all actions, claims, causes of actions, or debts related to or arising out of concessionaire's construction activities or related to any lack of passenger traffic, or otherwise related to or caused by the issues or matters set forth in the aforesaid First Amendment.

A handwritten signature in black ink, appearing to be "L. M. ...", written over a horizontal line.

Miami International Airport Pharmacy, Inc.

**MIAMI-DADE COUNTY**  
**MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION AFFIDAVITS**

This sworn statement is submitted for:

PROJECT TITLE MIA SPACE # j 2318 SOUTH TERMINAL MIAMI, FL.

PROJECT NUMBER JOB 200803

COUNTY OF DADE

STATE OF FLORIDA

Before me the undersigned authority appeared \_\_\_\_\_ (Print Name), who is personally known to me or who has provided as identification and who (did or did not) take an oath, and who stated:

That he/she is the duly authorized representative of

Miami International Airport Pharmacy, Inc.  
(Name of Entity)

6950 NW 77<sup>th</sup> Court, Miami, FL 33166  
(Address of Entity)

519-0181519161814  
Federal Employment Identification Number

hereinafter referred to as the contracting Entity being its

Vice President & Chief Financial Officer  
(Sole Proprietor)(Partner)(President or Other Authorized Officer)

and as such has full authority to make these affidavits and say as follows.

**PUBLIC ENTITY CRIMES  
SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES**

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

- 1 A predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

5. The statement which is marked below is true in relation to the Entity submitting this sworn statement. **[Please Indicate which statement applies.]**

**PUBLIC ENTITY CRIMES  
SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES (Cont'd)**

Neither the Entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, nor any affiliate of the Entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The Entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, or an affiliate of the Entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. **[Please indicate which additional statement applies.]**

\_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **[Please attach a copy of the final order.]**

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **[Please attach a copy of the final order.]**

\_\_\_\_\_ The person or affiliate has been placed on the convicted vendor list. **[Please describe any action taken by or pending with the Florida Department of General Services.]**

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list.

---

**DEBARMENT DISCLOSURE AFFIDAVIT  
PURSUANT TO SECTIONS 10-38 AND 2-8.4.1  
OF THE MIAMI-DADE COUNTY CODE**

Section 10-38 of the Code relates to the debarment of any individual or other legal entity from County work. The Debarment Disclosure Affidavit requires the Entity to affirm, under oath, that neither the Entity, its officers, principals, directors, shareholders owning or controlling more than ten percent (10%) or more of the stock, partners, affiliates, as defined in the Code, nor its subcontractors/subconsultants, have been debarred by the County. Any individual or Entity listed above that has been debarred by the County is

prohibited from entering into any contract with the County during the period for which they have been debarred. Debarment may also constitute grounds for termination of any existing County contract. It is the Entity's responsibility to ascertain this information before submitting the Qualification Statement.

  X   The Entity affirms under oath that neither the Entity, its officers, principals, directors, stockholders, or affiliates, nor its Subcontractor/ Subconsultant have been debarred by the County.

---

**CRIMINAL RECORD AFFIDAVIT  
PURSUANT TO SECTION 2-8.6 OF THE  
MIAMI-DADE COUNTY CODE**

Pursuant to Section 2-8.6 of the Code, the Entity must disclose, at the time the submission, if the Entity or any of its officers, directors, or executives have been convicted of a felony during the past (10) years. Failure to disclose such conviction may result in the debarment of the Entity who knowingly fails to make the required disclosure or to falsify information.

Indicate below if the above named Entity, as of the date of submission:

  X   has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

       has been convicted of a felony during the past ten (10) years, or as of the date of submission, has an officer, director or executive who has been convicted of a felony during the past ten (10) years.

---

**DISCLOSURE OF OWNERSHIP AFFIDAVIT  
PURSUANT TO SECTION 2-8.1  
OF THE MIAMI-DADE COUNTY CODE**

I hereby declare that the information given herein and in the documents attached hereto are true and correct.

**PART I**

1. The full legal name and business address\* of the person or Entity transacting business with the County is:

Miami International Airport Pharmacy, Inc.  
6950 NW 77<sup>th</sup> Court, Miami, FL 33166  
Attention: Lowell Rush

2. If the transaction is with a Corporation\*\*, provide the full legal name and business address\* and title for each officer. This disclosure requirement does not apply to publicly traded corporations.

Gabriel Bottazzi President  
Lowell M. Rush VP/CFO  
6950 NW 77<sup>th</sup> Court, Miami, FL 33166

3. If the transaction is with a Corporation\*\*, provide the full legal name and business address\* for each director. This disclosure requirement does not apply to publicly traded corporations.

Gabriel Bottazzi  
6950 NW 77<sup>th</sup> Court, Miami, FL 33166

4. If the transaction is with a Corporation\*\*, provide the full legal name and business address\* for each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock and state the percentage. This disclosure requirement does not apply to publicly traded corporations. ✓

100% of Miami International Airport Pharmacy, Inc. is owned  
by Bijoux Terner Retail LLC, which in turn is 100% owned  
by Bijoux Terner, LLC.

5. If the transaction is with a Partnership or joint venture, provide the full legal name and address for each partner or joint venture member.

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6. If the transaction is with a Trust, provide the full legal name and address for each trustee and each beneficiary.

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7. The full legal name and business addresses\* of any other individuals (other than stockholders owning less than five percent (5%) of the stock, subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the transaction with the County are:

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**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY  
PART II  
EMPLOYMENT DISCLOSURE**

1. Does your firm have a collective bargaining agreement with its employees?

Yes  No

2. Does your firm provide paid health care benefits for its employees?

Yes  No

3. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:

White:	_____	Males	_____	Females
Asian:	_____	Males	_____	Females
Black:	_____	Males	<u>2</u>	Females
Native American:	_____	Males	_____	Females
Hispanics:	_____	Males	<u>7</u>	Females
Alaskan Natives:	_____	Males	_____	Females
_____:	_____	Males	_____	Females
_____:	_____	Males	_____	Females

(ADD EXTRA SHEETS IF NEEDED)

\* **Post Office Box addresses not acceptable.**

\*\* **If a Joint Venture, list this information for each member of the Joint Venture**

**DISCLOSURE OF OWNERSHIP AFFIDAVIT  
PART II (Cont'd)**

**LIST ALL CONTRACTS IN EFFECT WITH MIAMI-DADE COUNTY DURING THE  
LAST FIVE (5) YEARS:**

<b>CONTRACT DATE</b>	<b>DOLLAR AMOUNT OF ORIG.CONTRACT</b>	<b>FINAL AMT. OF CONTRACT</b>	<b>PERCENTAGE DIFFERENTIAL</b>
--------------------------	---	-----------------------------------	------------------------------------

=====

(1)

\_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ %

Name of Dept.  
& Summary  
of Services  
Performed

*N/A*

Litigation  
Arising out  
of Contract

=====

(2)

\_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ %

Name of Dept.  
& Summary  
of Services  
Performed

*N/A*

Litigation  
Arising out  
of Contract

**DISCLOSURE OF OWNERSHIP AFFIDAVIT  
PART II (Cont'd)**

<b>CONTRACT DATE</b>	<b>DOLLAR AMOUNT OF ORIG.CONTRACT</b>	<b>FINAL AMT. OF CONTRACT</b>	<b>PERCENTAGE DIFFERENTIAL</b>
----------------------	---------------------------------------	-------------------------------	--------------------------------

(3)

_____	\$ _____	\$ _____	_____ %
-------	----------	----------	---------

Name of Dept. & Summary of Services Performed \_\_\_\_\_ *N/A*

Litigation Arising out of Contract \_\_\_\_\_

===== (4)

_____	\$ _____	\$ _____	_____ %
-------	----------	----------	---------

Name of Dept. & Summary of Services Performed \_\_\_\_\_ *N/A*

Litigation Arising out of Contract \_\_\_\_\_

=====

(ADD EXTRA SHEET(S) IF NEEDED.)



**DISABILITY NONDISCRIMINATION  
PURSUANT TO COUNTY RESOLUTION NOS. R-182-00 AND R-385-95,**

Pursuant to County Resolution No. R-182-00, amending Resolution No. R-385-95, the Entity shall, as a condition of award, provide written certification that the firm is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act, the Fair Housing Act, nor any other laws prohibiting discrimination on the basis of disability. Any post-award violation of these Acts may result in the contract being declared void. If any certifying Respondent or their affiliate is found in violation of the Acts, the County will conduct no further business with such attesting firm. Any violation of this Resolution may result in debarment.

X The Entity affirms under oath that the Entity is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act, the Fair Housing Act, nor any other laws prohibiting discrimination on the basis of disability.

---

**FAMILY LEAVE  
PURSUANT TO COUNTY RESOLUTION NO. R-183-00**

Pursuant to County Resolution No. R-183-00, the Entity shall, as a condition of award, provide written certification that the firm provides family leave to their employees as required by the County's family leave policy. Failure to comply with the requirements of this Resolution may result in debarment.

X The Entity affirms under oath that the Entity is in compliance with the County's family leave requirements.

---

**DOMESTIC LEAVE  
PURSUANT TO COUNTY RESOLUTION NO. R-185-00**

Pursuant to County Resolution No. R-185-00, the Entity shall, as a condition of award, provide written certification that the firm is in compliance with the County's domestic leave policy. Failure to comply with the requirements of this Resolution may result in the contract being declared void, the contract being terminated, and/or the firm being debarred. The obligation to provide domestic leave to their employees shall be a contractual obligation.

X   The Entity affirms under oath that the Entity is in compliance with the County's domestic leave policy.

---

**CURRENTLY DUE FEES OR TAXES,  
PURSUANT TO SECTION 2-8.1 (c)  
OF THE MIAMI-DADE COUNTY CODE**

Pursuant to Section 2-8.1(c) of the Code, the Entity shall verify that all delinquent and currently due fees or taxes - including but not limited to real and property taxes, utility taxes and occupational licenses - collected in the normal course by the County Tax Collector, as well as County issued parking tickets for vehicles registered in the name of the Entity, have been paid. Failure to comply with this requirement may result in debarment.

  X   The Entity affirms under oath that the Entity does not have any County delinquent and currently due fees or taxes, or parking tickets for vehicles registered in the name of the Entity.

---

**DRUG FREE WORK PLACE  
PURSUANT TO SECTION 2-8.1.2 (b)  
OF THE MIAMI-DADE COUNTY CODE**

Pursuant to Section 2-8.1.2 (b) of the Code, no person or entity shall be awarded or receive a County contract for public improvements unless such person or entity certifies that it will provide a drug free workplace. Failure to comply with this policy may result in debarment for those persons or entities that knowingly violate this policy or falsify information.

  X   The Entity affirms under oath that it will comply with the County's drug free workplace requirements.

---

**CURRENT IN COUNTY OBLIGATIONS AFFIDAVIT  
PURSUANT TO SECTION 2-8.1(h)  
OF THE MIAMI-DADE COUNTY CODE**

Pursuant to Section 2-8.1(h) of the Code, no individual or entity shall be allowed to receive any additional County contracts, if it is in arrears in any payment under a contract, promissory note or other loan document with the County, or any of its agencies or instrumentalities, including the Public Health Trust, either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the Code,

until either the arrearage has been paid in full or the County has agreed in writing to a payment schedule. Failure to meet the terms and conditions of any obligation or repayment schedule with the County shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

X The Entity affirms under oath that the Entity is current in its obligations to the County.

---

**CODE OF BUSINESS ETHICS AFFIDAVIT  
PURSUANT TO SECTION 2-8.1(i)  
OF THE MIAMI-DADE COUNTY CODE**

Pursuant to Section 2-8.1(i) of the Code, each person or entity that seeks to do business with the County shall adopt a Code of Business Ethics ("Ethics Code") and shall, prior to the execution of any contract between the Entity and the County, submit an affidavit stating that the Entity has adopted an Ethics Code that complies with the requirements of Section 2-8.1(i) of the Code. An entity failing to submit the required affidavit shall be ineligible for contract award.

X The Entity affirms under oath that the Entity has adopted an Ethics Code that complies with the requirements of Section 2-8.1(i) of the Code.

---

This single execution shall have the same force and effect as if each of the above affidavits had been individually executed.

[Signature]  
(Signature of Authorized Representative)

Title VP/CFO

Date 6/19/09

STATE OF: FL

COUNTY OF: Miami-Dade

The above certifications/verifications were acknowledged before me this 9 day of June, 2009.

by Lowell M. Rush  
(Authorized Representative)

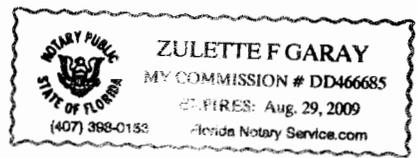
of 1  
(Name of Corporation, Partnership, etc.)

who is personally known to me or has produced as identification and who did/did not take an oath.

[Signature]  
(Signature of Notary)

Zulette F. Garay  
(Print Name)

Notary Stamp or Seal:



Notary Commission Number: DD466685

My Commission Expires: 8/29/09

**FIRST AMENDMENT TO  
LEASE AND CONCESSION AGREEMENT FOR  
NAVARRO AT MIA, LLC  
AT MIAMI INTERNATIONAL AIRPORT**

THIS FIRST AMENDMENT to the Lease and Concession Agreement for the Retail Concession Program (the "First Amendment") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between Miami-Dade County acting by and through its Aviation Department ("County" or "MDAD") and Navarro At MIA, LLC formerly known as Navarro At MIA, Inc. ("Concessionaire"); and

WHEREAS, by Resolution No. R-902-06, passed and adopted July 18, 2006, the Board of County Commissioners of Miami-Dade County, Florida authorized a Non-Exclusive Lease and Concession Agreement for concession services under the Retail Concession Program at Miami International Airport; and

WHEREAS, the Aviation Department recognizes the construction and passenger traffic issues encountered by the Concessionaire in its implementation of the Department's South Terminal Concessions Program; and

WHEREAS, the name of Navarro of MIA, Inc. has been changed to Navarro of MIA, LLC; and

WHEREAS, the Aviation Department desires to make certain accommodations relative to the occupancy costs incurred by the Concessionaire in order to insure the continued presence of a Concessions Program for the traveling public; and

NOW THEREFORE, in consideration of the premises, and terms and conditions of the Lease and Concession Agreement, the parties to this First Amendment agree as follows:

Add as seventh paragraph to Sub-Article 3.01 MINIMUM ANNUAL GUARANTEE as follows:

Commencing upon Beneficial Occupancy of South Terminal Location H20632, Concessionaire shall pay the lesser of the Minimum Annual Guarantee (MAG) or the assigned concession category percentage fee (as determined by Sub-Article 3.05) of Gross Revenues in lieu of the MAG until the first anniversary date of Beneficial Occupancy for each South Terminal Location. On that date the Concessionaire shall commence payment of the Adjusted MAG. The Adjusted MAG is derived by taking the aggregate of the monthly percentage performance payments made during the first year of operation. Notwithstanding anything to the contrary contained in Sub-Articles 3.03, 3.04 and 3.11, or in any other Sub-Article this MAG adjustment applies only to the South Terminal concession locations of the Concessionaire.

**Example for the Adjusted MAG calculation:**

Commencing upon First Anniversary of Date of Beneficial Occupancy of each Location:

<u>Location</u>	<u>First Year Gross Revenues</u>	<u>Category Percentage Rent</u>
H1234	\$900,000	10%

**ADJUSTED MAG** = 10% X \$900,000 = \$90,000.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Lease and Concession Agreement the date and year first above written.

ATTEST:  
Secretary

*Paul J. Aleman*  
(Signature and Seal)

*Barbara M. Aleman, Lease*  
*and* (Type Name & Title)  
*Contract Administrator*

Approved for Form  
and Legal Sufficiency

*Ros Wood*  
Assistant County Attorney

**CONCESSIONAIRE**

*Navarro At Miami, LLC*  
(Legal Name of Corporation)

By: *[Signature]*  
Authorized Officer - Signature

Name: *Juan M. Ortiz*  
*Chief Financial Officer*  
(Type Name & Title)

**BOARD OF COUNTY COMMISSIONERS  
MIAMI-DADE COUNTY, FLORIDA**

By: \_\_\_\_\_  
Mayor

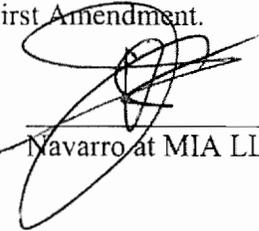
Attest: Harvey Ruvin, Clerk

By: \_\_\_\_\_  
Deputy Clerk

255

**RELEASE**

In consideration of the approval and full execution of the First Amendment to the Lease and Concession Agreement, which original agreement was by and between Navarro at MIA, LLC. ("Concessionaire") and Miami-Dade County ("County") and was authorized by Resolution No. R-902-06 adopted by the County Commission on July 18, 2006; Concessionaire does hereby release and forever discharge County and all of its officers and employees from any and all actions, claims, causes of actions, or debts related to or arising out of concessionaire's construction activities or related to any lack of passenger traffic, or otherwise related to or caused by the issues or matters set forth in the aforesaid First Amendment.

  
\_\_\_\_\_  
Navarro at MIA LLC.



**Store Support Center and Administrative Offices**

June 15, 2009

**Adrian Songer, Property Manager**  
**Miami-Dade Aviation Department**  
**Commercial Operations Division**  
**P.O. Box 025504**  
**Miami, FL 33102-5504**

[asonger@miami-airport.com](mailto:asonger@miami-airport.com)

**RE: NAVARRO AT MIA, LLC.**

Dear Mr. Songer,

Enclosed herein please find the "*Affidavit of Ownership*" sent to us electronically Jun 6, 2009 to be filled out, signed and sent back for your files.

Should you have any questions or require additional information, please feel free to contact me directly at (305) 636-7790 or email: [baleman@navarro.com](mailto:baleman@navarro.com).

Regards,

**NAVARRO DISCOUNT PHARMACIES, LLC.**

By

  
\_\_\_\_\_  
Barbara M. Aleman  
Lease and Contract Administrator

/ba

Cc:

Encl: As Stated.

**RECEIVED**

JUN 17 2009

Manager  
Commercial Operations

257

**MIAMI-DADE COUNTY**  
**MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION AFFIDAVITS**

This sworn statement is submitted for:

PROJECT TITLE RETAIL CONCESSION PROGRAM

PROJECT NUMBER RFP NO. MDAD-05-05

COUNTY OF MIAMI - DADE COUNTY

STATE OF FLORIDA

Before me the undersigned authority appeared JUAN M. ORTIZ (Print Name), who is personally known to me or who has provided as identification and who (did or did not) take an oath, and who stated:

That he/she is the duly authorized representative of

NAVARRO AT MIA, LLC.

(Name of Entity)

9400 NW 104th Street

(Address of Entity)

2 / 2 - 3 / 8 / 8 / 8 / 7 / 2 / 6  
Federal Employment Identification Number

hereinafter referred to as the contracting Entity being its

CHIEF FINANCIAL OFFICER

(Sole Proprietor)(Partner)(President or Other Authorized Officer)

and as such has full authority to make these affidavits and say as follows.

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**PUBLIC ENTITY CRIMES  
SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES**

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

- 1 A predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

5. The statement which is marked below is true in relation to the Entity submitting this sworn statement. **[Please indicate which statement applies.]**

259

**PUBLIC ENTITY CRIMES  
SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES (Cont'd)**

Neither the Entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, nor any affiliate of the Entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The Entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, or an affiliate of the Entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. **[Please indicate which additional statement applies.]**

\_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **[Please attach a copy of the final order.]**

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **[Please attach a copy of the final order.]**

\_\_\_\_\_ The person or affiliate has been placed on the convicted vendor list. **[Please describe any action taken by or pending with the Florida Department of General Services.]**

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list.

---

**DEBARMENT DISCLOSURE AFFIDAVIT  
PURSUANT TO SECTIONS 10-38 AND 2-8.4.1  
OF THE MIAMI-DADE COUNTY CODE**

Section 10-38 of the Code relates to the debarment of any individual or other legal entity from County work. The Debarment Disclosure Affidavit requires the Entity to affirm, under oath, that neither the Entity, its officers, principals, directors, shareholders owning or controlling more than ten percent (10%) or more of the stock, partners, affiliates, as defined in the Code, nor its subcontractors/subconsultants, have been debarred by the County. Any individual or Entity listed above that has been debarred by the County is

prohibited from entering into any contract with the County during the period for which they have been debarred. Debarment may also constitute grounds for termination of any existing County contract. It is the Entity's responsibility to ascertain this information before submitting the Qualification Statement.

  x   The Entity affirms under oath that neither the Entity, its officers, principals, directors, stockholders, or affiliates, nor its Subcontractor/ Subconsultant have been debarred by the County.

---

**CRIMINAL RECORD AFFIDAVIT  
PURSUANT TO SECTION 2-8.6 OF THE  
MIAMI-DADE COUNTY CODE**

Pursuant to Section 2-8.6 of the Code, the Entity must disclose, at the time the submission, if the Entity or any of its officers, directors, or executives have been convicted of a felony during the past (10) years. Failure to disclose such conviction may result in the debarment of the Entity who knowingly fails to make the required disclosure or to falsify information.

Indicate below if the above named Entity, as of the date of submission:

  x   has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

       has been convicted of a felony during the past ten (10) years, or as of the date of submission, has an officer, director or executive who has been convicted of a felony during the past ten (10) years.

---

**DISCLOSURE OF OWNERSHIP AFFIDAVIT  
PURSUANT TO SECTION 2-8.1  
OF THE MIAMI-DADE COUNTY CODE**

I hereby declare that the information given herein and in the documents attached hereto are true and correct.

**PART I**

1. The full legal name and business address\* of the person or Entity transacting business with the County is:

          NAVARRO AT MIAMI, LLC.          

          9400 NW 104th Street          

          Medley, FL 33178          

2. If the transaction is with a Corporation\*\*, provide the full legal name and business address\* and title for each officer. This disclosure requirement does not apply to publicly traded corporations.

          MARCIO CABRERA, CHIEF EXECUTIVE OFFICER          

          JUAN M. ORTIZ, CHIEF FINANCIAL OFFICER          

          9400 NW 104th St., Medley, FL 33178          

3. If the transaction is with a Corporation\*\*, provide the full legal name and business address\* for each director. This disclosure requirement does not apply to publicly traded corporations.

          SEE SCHEDULE NO. 1 TO APPENDIX "J"          

\_\_\_\_\_

\_\_\_\_\_

4. If the transaction is with a Corporation\*\*, provide the full legal name and business address\* for each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock and state the percentage. This disclosure requirement does not apply to publicly traded corporations.

          NAVARRO DISCOUNT PHARMACIES, LLC., (100%)          

\_\_\_\_\_

\_\_\_\_\_

5. If the transaction is with a Partnership or joint venture, provide the full legal name and address for each partner or joint venture member.

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. If the transaction is with a Trust, provide the full legal name and address for each trustee and each beneficiary.

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. The full legal name and business addresses of any other individuals (other than stockholders owning less than five percent (5%) of the stock, subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the transaction with the County are:

NONE  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY  
PART II  
EMPLOYMENT DISCLOSURE**

1. Does your firm have a collective bargaining agreement with its employees?

Yes  No

2. Does your firm provide paid health care benefits for its employees?

Yes  No

3. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:

White:	<u>10</u>	Males	<u>5</u>	Females
Asian:	<u>3</u>	Males	<u>0</u>	Females
Black:	<u>1</u>	Males	<u>3</u>	Females
Native American:	<u>      </u>	Males	<u>      </u>	Females
Hispanics:	<u>464</u>	Males	<u>1008</u>	Females
Alaskan Natives:	<u>      </u>	Males	<u>      </u>	Females
<u>      </u> :	<u>      </u>	Males	<u>      </u>	Females
<u>      </u> :	<u>      </u>	Males	<u>      </u>	Females

SEE ATTACHED SCHEDULES NO. 1 AND 2  
(ADD EXTRA SHEETS IF NEEDED)

- \* **Post Office Box addresses not acceptable.**
- \*\* **If a Joint Venture, list this information for each member of the Joint Venture**

**DISCLOSURE OF OWNERSHIP AFFIDAVIT  
PART II (Cont'd)**

**LIST ALL CONTRACTS IN EFFECT WITH MIAMI-DADE COUNTY DURING THE  
LAST FIVE (5) YEARS:**

<b>CONTRACT DATE</b>	<b>DOLLAR AMOUNT OF ORIG.CONTRACT</b>	<b>FINAL AMT. OF CONTRACT</b>	<b>PERCENTAGE DIFFERENTIAL</b>
----------------------	---------------------------------------	-------------------------------	--------------------------------

(1)

<u>AUG 1, 2006</u>	<u>\$ 120,000.00</u>	<u>\$ 120,000.00</u>	<u>      </u> %
--------------------	----------------------	----------------------	-----------------

Name of Dept.  
& Summary  
of Services  
Performed

M-Dade County Aviation Dept  
Lease Agreement for Airport Concessionaire

Litigation  
Arising out  
of Contract

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2)

_____	\$ _____	\$ _____	_____ %
-------	----------	----------	---------

Name of Dept.  
& Summary  
of Services  
Performed

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Litigation  
Arising out  
of Contract

\_\_\_\_\_  
\_\_\_\_\_

**DISCLOSURE OF OWNERSHIP AFFIDAVIT  
PART II (Cont'd)**

<b>CONTRACT DATE</b>	<b>DOLLAR AMOUNT OF ORIG.CONTRACT</b>	<b>FINAL AMT. OF CONTRACT</b>	<b>PERCENTAGE DIFFERENTIAL</b>
----------------------	---------------------------------------	-------------------------------	--------------------------------

(3)

_____	\$ _____	\$ _____	_____ %
-------	----------	----------	---------

Name of Dept. & Summary of Services Performed \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Litigation Arising out of Contract \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

===== (4)

_____	\$ _____	\$ _____	_____ %
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Name of Dept. & Summary of Services Performed \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Litigation Arising out of Contract \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

=====

(ADD EXTRA SHEET(S) IF NEEDED.)

**DISCLOSURE OF OWNERSHIP AFFIDAVIT  
PART III**

- A. How long has Entity been in business? AS NAVARRO AT MIA, INC.,  
SINCE DECEMBER 01, 2002
- B. 1. Has the Entity ever done business under another name or with another firm? UNDER CERT. OF CONVERSION, AS NAVARRO AT MIA, LLC.,  
If yes, attach separate sheet(s) SINCE JANUARY 08, 2007  
listing same information as in parts I, II and III of this affidavit.
2. Have the principals of the Entity ever done business under another name or with another firm? NAVARRO DISCOUNT PHARMACIES, LLC  
If yes, attach separate sheet(s)  
Listing same information as in Parts I, II and III of this affidavit.

---

**AFFIRMATIVE ACTION PLAN/PROCUREMENT  
POLICY AFFIDAVIT PURSUANT TO SECTION 2-8.1.5  
OF THE MIAMI-DADE COUNTY CODE**

I, being duly first sworn, hereby state that the Respondent for this contract:

- has a current Affirmative Action Plan and Procurement Policy, as required by Section 2-8.1.5 of the Code, processed and approved for filing with the Miami-Dade County Department of Business Development (DBD) under the file No. \_\_\_\_\_ and the expiration date of \_\_\_\_\_.
- had annual gross revenues in excess of \$5,000,000 for the previous year and does not have a current Affirmative Action Plan and Procurement Policy as required by Section 2-8.1.5 of the Code, processed and approved for filing with the County DBD. I will contact DBD at 305-375-3111 regarding this condition of award requirement.
- had annual gross revenues less than \$5,000,000.00 for the previous year; therefore Section 2-8.1.5 of the Code is not applicable.
- has a Board of Directors which is representative of the population make-up of the nation and are exempt from the requirements of Section 2-8.1.5 of the Code. I will contact DBD at 305-375-3111 in order to submit the required exemption request.

**DISABILITY NONDISCRIMINATION  
PURSUANT TO COUNTY RESOLUTION NOS. R-182-00 AND R-385-95,**

Pursuant to County Resolution No. R-182-00, amending Resolution No. R-385-95, the Entity shall, as a condition of award, provide written certification that the firm is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act, the Fair Housing Act, nor any other laws prohibiting discrimination on the basis of disability. Any post-award violation of these Acts may result in the contract being declared void. If any certifying Respondent or their affiliate is found in violation of the Acts, the County will conduct no further business with such attesting firm. Any violation of this Resolution may result in debarment.

  X   The Entity affirms under oath that the Entity is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act, the Fair Housing Act, nor any other laws prohibiting discrimination on the basis of disability.

---

**FAMILY LEAVE  
PURSUANT TO COUNTY RESOLUTION NO. R-183-00**

Pursuant to County Resolution No. R-183-00, the Entity shall, as a condition of award, provide written certification that the firm provides family leave to their employees as required by the County's family leave policy. Failure to comply with the requirements of this Resolution may result in debarment.

  X   The Entity affirms under oath that the Entity is in compliance with the County's family leave requirements.

---

**DOMESTIC LEAVE  
PURSUANT TO COUNTY RESOLUTION NO. R-185-00**

Pursuant to County Resolution No. R-185-00, the Entity shall, as a condition of award, provide written certification that the firm is in compliance with the County's domestic leave policy. Failure to comply with the requirements of this Resolution may result in the contract being declared void, the contract being terminated, and/or the firm being debarred. The obligation to provide domestic leave to their employees shall be a contractual obligation.

X   The Entity affirms under oath that the Entity is in compliance with the County's domestic leave policy.

---

**CURRENTLY DUE FEES OR TAXES,  
PURSUANT TO SECTION 2-8.1 (c)  
OF THE MIAMI-DADE COUNTY CODE**

Pursuant to Section 2-8.1(c) of the Code, the Entity shall verify that all delinquent and currently due fees or taxes - including but not limited to real and property taxes, utility taxes and occupational licenses - collected in the normal course by the County Tax Collector, as well as County issued parking tickets for vehicles registered in the name of the Entity, have been paid. Failure to comply with this requirement may result in debarment.

  X   The Entity affirms under oath that the Entity does not have any County delinquent and currently due fees or taxes, or parking tickets for vehicles registered in the name of the Entity.

---

**DRUG FREE WORK PLACE  
PURSUANT TO SECTION 2-8.1.2 (b)  
OF THE MIAMI-DADE COUNTY CODE**

Pursuant to Section 2-8.1.2 (b) of the Code, no person or entity shall be awarded or receive a County contract for public improvements unless such person or entity certifies that it will provide a drug free workplace. Failure to comply with this policy may result in debarment for those persons or entities that knowingly violate this policy or falsify information.

  X   The Entity affirms under oath that it will comply with the County's drug free workplace requirements.

---

**CURRENT IN COUNTY OBLIGATIONS AFFIDAVIT  
PURSUANT TO SECTION 2-8.1(h)  
OF THE MIAMI-DADE COUNTY CODE**

Pursuant to Section 2-8.1(h) of the Code, no individual or entity shall be allowed to receive any additional County contracts, if it is in arrears in any payment under a contract, promissory note or other loan document with the County, or any of its agencies or instrumentalities, including the Public Health Trust, either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the Code,

until either the arrearage has been paid in full or the County has agreed in writing to a payment schedule. Failure to meet the terms and conditions of any obligation or repayment schedule with the County shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

  X   The Entity affirms under oath that the Entity is current in its obligations to the County.

---

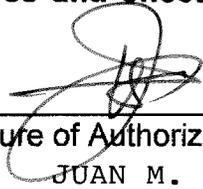
**CODE OF BUSINESS ETHICS AFFIDAVIT  
PURSUANT TO SECTION 2-8.1(I)  
OF THE MIAMI-DADE COUNTY CODE**

Pursuant to Section 2-8.1(i) of the Code, each person or entity that seeks to do business with the County shall adopt a Code of Business Ethics ("Ethics Code") and shall, prior to the execution of any contract between the Entity and the County, submit an affidavit stating that the Entity has adopted an Ethics Code that complies with the requirements of Section 2-8.1(i) of the Code. An entity failing to submit the required affidavit shall be ineligible for contract award.

  X   The Entity affirms under oath that the Entity has adopted an Ethics Code that complies with the requirements of Section 2-8.1(i) of the Code.

---

**This single execution shall have the same force and effect as if each of the above affidavits had been individually executed.**

  
\_\_\_\_\_  
(Signature of Authorized Representative)

JUAN M. ORTIZ

Title CHIEF FINANCIAL OFFICER

Date JUNE 15, 2009

STATE OF: FLORIDA

COUNTY OF: MIAMI-DADE

The above certifications/verifications were acknowledged before me this 15th day of JUNE, 2009,

by Juan M. Ortiz

JUAN M. ORTIZ (Authorized Representative)

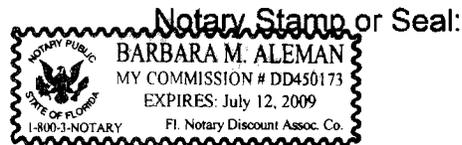
of NAVARRO AT MIA, LLC.

(Name of Corporation, Partnership, etc.)

who is personally known to me or has produced as identification and who did/did not take an oath.

  
\_\_\_\_\_  
(Signature of Notary)

BARBARA M. ALEMAM  
(Print Name)



Notary Commission Number: DD450173

My Commission Expires: July 12, 2009

**SCHEDULE NO. 1 (Page 1 of 2)**  
**TO APPENDIX "J"**  
**DISCLOSURE OF OWNERSHIP AFFIDAVIT**

**The Board of Directors of NAVARRO AT MIA, LLC., is comprised of:**

*Jorge Rico*  
9400 NW 104 Street  
Medley, FL 33178

*Marcio Cabrera*  
9400 NW 104 Street  
Medley, FL 33178

*Carlos Saldrigas*  
9400 NW 104 Street  
Medley, FL 33178

*Marcel Navarro*  
9400 NW 104 Street  
Medley, FL 33178

*Gabriel Navarro*  
9400 NW 104 Street  
Medley, FL 33178

**The Officers of NAVARRO AT MIA, LLC., are as follows:**

*Marcio Cabrera, Chief Executive Officer*  
9400 NW 104 Street  
Medley, FL 33178

*Juan M. Ortiz, Chief Financial Officer*  
9400 NW 104 Street  
Medley, FL 33178

***SCHEDULE NO. 1 (Page 2 of 2)***  
***TO APPENDIX "J"***  
***DISCLOSURE OF OWNERSHIP AFFIDAVIT***

**Information on Navarro Discount Pharmacies, LLC., and the parent of the Proposer.**

**The Board of Directors of Navarro Discount Pharmacies, LLC., is comprised of:**

*Jorge Rico*  
9400 NW 104 Street  
Medley, FL 33178

*Marcio Cabrera*  
9400 NW 104 Street  
Medley, FL 33178

*Carlos Saldrigas*  
9400 NW 104 Street  
Medley, FL 33178

*Marcel Navarro*  
9400 NW 104 Street  
Medley, FL 33178

*Gabriel Navarro*  
9400 NW 104 Street  
Medley, FL 33178

**The Officers of Navarro Discount Pharmacies, LLC., are:**

*Marcio Cabrera, Chief Executive Officer*  
9400 NW 104 Street  
Medley, FL 33178

*Juan M. Ortiz, Chief Financial Officer*  
9400 NW 104 Street  
Medley, FL 33178



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## Detail by Entity Name

### Florida Limited Liability Company

NAVARRO AT MIA, LLC

### Filing Information

**Document Number** L07000002430  
**FEI/EIN Number** 223888726  
**Date Filed** 01/08/2007  
**State** FL  
**Status** ACTIVE  
**Effective Date** 12/01/2002  
**Last Event** CONVERSION  
**Event Date Filed** 01/08/2007  
**Event Effective Date** NONE

### Principal Address

MIAMI INTERNATIONAL AIRPORT  
CONCOURSE J  
MIAMI FL 33142

Changed 02/20/2008

### Mailing Address

9400 N.W. 104 STREET  
MEDLEY FL 33178

Changed 02/20/2008

### Registered Agent Name & Address

NAVARRO DISCOUNT PHARMACIES, LLC  
9400 N.W. 104 STREET  
MEDLEY FL 33178

Name Changed: 02/20/2008

Address Changed: 02/20/2008

### Manager/Member Detail

#### **Name & Address**

Title MGR

NAVARRO DISCOUNT PHARMACIES, LLC  
9400 NW 104TH STREET  
MEDLEY FL 33178

### Annual Reports

#### **Report Year Filed Date**

2008 02/20/2008

274

2009 03/25/2009

## Document Images

<a href="#">03/25/2009 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">02/20/2008 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
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**Note:** This is not official record. See documents if question or conflict.

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**2009 LIMITED LIABILITY COMPANY ANNUAL REPORT**

**FILED  
Mar 25, 2009  
Secretary of State**

DOCUMENT# L07000002430

Entity Name: NAVARRO AT MIA, LLC

**Current Principal Place of Business:**

MIAMI INTERNATIONAL AIRPORT  
CONCOURSE J  
MIAMI, FL 33142

**New Principal Place of Business:**

**Current Mailing Address:**

9400 N.W. 104 STREET  
MEDLEY, FL 33178

**New Mailing Address:**

FEI Number: 22-3888726    FEI Number Applied For ( )    FEI Number Not Applicable ( )    Certificate of Status Desired ( )

**Name and Address of Current Registered Agent:**

NAVARRO DISCOUNT PHARMACIES, LLC  
9400 N.W. 104 STREET  
MEDLEY, FL 33178    US

**Name and Address of New Registered Agent:**

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: \_\_\_\_\_

Electronic Signature of Registered Agent

\_\_\_\_\_ Date

**MANAGING MEMBERS/MANAGERS:**

Title: MGR    ( ) Delete  
Name: NAVARRO DISCOUNT PHA, RMACIES, LLC  
Address: 9400 NW 104TH STREET  
City-St-Zip: MEDLEY, FL 33178

**ADDITIONS/CHANGES:**

Title:    ( ) Change ( ) Addition  
Name:  
Address:  
City-St-Zip:

I hereby certify that the information supplied with this filing does not qualify for the exemption stated in Chapter 119, Florida Statutes. I further certify that the information indicated on this report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 608, Florida Statutes.

SIGNATURE: JUAN ORTIZ

CFO

03/25/2009

Electronic Signature of Signing Managing Member, Manager, or Authorized Representative / Date

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**FIRST AMENDMENT TO  
LEASE AND CONCESSION AGREEMENT FOR  
HOST INTERNATIONAL, INC  
AT MIAMI INTERNATIONAL AIRPORT**

THIS FIRST AMENDMENT to the Lease and Concession Agreement for the Retail Concession Program (the "First Amendment") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between Miami-Dade County acting by and through its Aviation Department ("County" or "MDAD") and Host International, Inc. ("Concessionaire"); and

WHEREAS, by Resolution No. R-901-06, passed and adopted July 18, 2006, the Board of County Commissioners of Miami-Dade County, Florida authorized a Non-Exclusive Lease and Concession Agreement for concession services under the Retail Concession Program at Miami International Airport; and

WHEREAS, the Aviation Department recognizes the construction and passenger traffic issues encountered by the Concessionaire in its implementation of the Department's South Terminal Concessions Program; and

WHEREAS, the Aviation Department desires to make certain accommodations relative to the occupancy costs incurred by the Concessionaire in order to insure the continued presence of a Concessions Program for the traveling public; and

NOW THEREFORE, in consideration of the premises, and terms and conditions of the Lease and Concession Agreement, the parties to this First Amendment agree as follows:

Add as seventh paragraph to Sub-Article 3.01 MINIMUM ANNUAL GUARANTEE as follows:

Commencing upon Beneficial Occupancy of South Terminal Locations J2346, J2410, J2522, H20356, J2466, J2456, J2718, H20340, H20328 and H20370, Concessionaire shall pay the lesser of the Minimum Annual Guarantee (MAG) or the assigned retail category percentage fee (as determined by Sub-Article 3.05) of Gross Revenues in lieu of the MAG until the first anniversary date of Beneficial Occupancy for each South Terminal Location. On that anniversary date the Concessionaire shall commence payment of the Adjusted MAG. The Adjusted MAG is derived by taking the aggregate of the monthly percentage performance payments made during the first year of operation. Notwithstanding anything to the contrary contained in Sub-Articles 3.03, 3.04 and 3.11, or in any other Sub-Article this MAG adjustment applies only to the South Terminal concession locations of the Concessionaire.

**Example for the Adjusted MAG calculation:**

Commencing upon First Anniversary of Date of Beneficial Occupancy of each South Terminal Location:

<u>Location</u>	<u>First Year Gross Revenues</u>	<u>Category Percentage Rent</u>
H1234	\$900,000	10%

**ADJUSTED MAG** = 10% X \$900,000 = \$90,000.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Lease and Concession Agreement the date and year first above written.

**CONCESSIONAIRE**

Host International, Inc.  
(Legal Name of Corporation)

By: Brian J. Gallant  
Authorized Officer - Signature

Name: BRIAN J. GALLANT  
Vice President

\_\_\_\_\_  
(Type Name & Title)

**ATTEST:**  
Secretary Laura A. Babin  
(Signature and Seal)

Laura A. Babin  
Secretary  
(Type Name & Title)

**BOARD OF COUNTY COMMISSIONERS  
MIAMI-DADE COUNTY, FLORIDA**

By: \_\_\_\_\_  
Mayor

Attest: Harvey Ruvin, Clerk

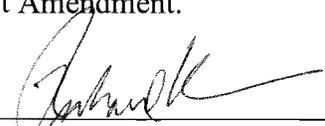
By: \_\_\_\_\_  
Deputy Clerk

Approved for Form  
and Legal Sufficiency

Ry Wood  
Assistant County Attorney

**RELEASE**

In consideration of the approval and full execution of the First Amendment to the Lease and Concession Agreement, which original agreement was by and between Host International, Inc. (“Concessionaire”) and Miami-Dade County (“County”) and was authorized by Resolution No. R-211-8 adopted by the County Commission on March 4, 2008; Concessionaire does hereby release and forever discharge County and all of its officers and employees from any and all actions, claims, causes of actions, or debts related to or arising out of concessionaire’s construction activities or related to any lack of passenger traffic, or otherwise related to or caused by the issues or matters set forth in the aforesaid First Amendment.

  
\_\_\_\_\_  
Host International Inc.

**MIAMI-DADE COUNTY**  
**MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION AFFIDAVITS**

This sworn statement is submitted for:

PROJECT TITLE Retail Concession Program

PROJECT NUMBER MDAD-05-05

COUNTY OF Miami-Dade

STATE OF Florida

Before me the undersigned authority appeared Stephen E. Douglas (Print Name), who is personally known to me or who has provided as identification and who (did or did not) take an oath, and who stated:

That he/she is the duly authorized representative of

Host International, Inc.

(Name of Entity)

6905 Rockledge Drive, Bethesda, Maryland 20817

(Address of Entity)

5 / 2 - 1 / 2 / 4 / 2 / 3 / 3 / 4  
Federal Employment Identification Number

hereinafter referred to as the contracting Entity being its

Vice President

(Sole Proprietor)(Partner)(President or Other Authorized Officer)

and as such has full authority to make these affidavits and say as follows.

(Item 1-12)  
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**PUBLIC ENTITY CRIMES  
SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES**

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

- 1 A predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

5. The statement which is marked below is true in relation to the Entity submitting this sworn statement. **[Please Indicate which statement applies.]**

**PUBLIC ENTITY CRIMES  
SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES (Cont'd)**

Neither the Entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, nor any affiliate of the Entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The Entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the Entity, or an affiliate of the Entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. **[Please indicate which additional statement applies.]**

\_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **[Please attach a copy of the final order.]**

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **[Please attach a copy of the final order.]**

\_\_\_\_\_ The person or affiliate has been placed on the convicted vendor list. **[Please describe any action taken by or pending with the Florida Department of General Services.]**

The person or affiliate has not been placed on the convicted vendor list.

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**DEBARMENT DISCLOSURE AFFIDAVIT  
PURSUANT TO SECTIONS 10-38 AND 2-8.4.1  
OF THE MIAMI-DADE COUNTY CODE**

Section 10-38 of the Code relates to the debarment of any individual or other legal entity from County work. The Debarment Disclosure Affidavit requires the Entity to affirm, under oath, that neither the Entity, its officers, principals, directors, shareholders owning or controlling more than ten percent (10%) or more of the stock, partners, affiliates, as defined in the Code, nor its subcontractors/subconsultants, have been debarred by the County. Any individual or Entity listed above that has been debarred by the County is

prohibited from entering into any contract with the County during the period for which they have been debarred. Debarment may also constitute grounds for termination of any existing County contract. It is the Entity's responsibility to ascertain this information before submitting the Qualification Statement.

  X   The Entity affirms under oath that neither the Entity, its officers, principals, directors, stockholders, or affiliates, nor its Subcontractor/ Subconsultant have been debarred by the County.

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**CRIMINAL RECORD AFFIDAVIT  
PURSUANT TO SECTION 2-8.6 OF THE  
MIAMI-DADE COUNTY CODE**

Pursuant to Section 2-8.6 of the Code, the Entity must disclose, at the time the submission, if the Entity or any of its officers, directors, or executives have been convicted of a felony during the past (10) years. Failure to disclose such conviction may result in the debarment of the Entity who knowingly fails to make the required disclosure or to falsify information.

Indicate below if the above named Entity, as of the date of submission:

  X   has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

       has been convicted of a felony during the past ten (10) years, or as of the date of submission, has an officer, director or executive who has been convicted of a felony during the past ten (10) years.

**DISCLOSURE OF OWNERSHIP AFFIDAVIT  
PURSUANT TO SECTION 2-8.1  
OF THE MIAMI-DADE COUNTY CODE**

I hereby declare that the information given herein and in the documents attached hereto are true and correct.

**PART I**

1. The full legal name and business address\* of the person or Entity transacting business with the County is:

\_\_\_\_\_  
Host International, Inc.  
\_\_\_\_\_  
6905 Rockledge Drive  
\_\_\_\_\_  
Bethesda, Maryland 20817  
\_\_\_\_\_

2. If the transaction is with a Corporation\*\*, provide the full legal name and business address\* and title for each officer. This disclosure requirement does not apply to publicly traded corporations.

\_\_\_\_\_  
See attached.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. If the transaction is with a Corporation\*\*, provide the full legal name and business address\* for each director. This disclosure requirement does not apply to publicly traded corporations.

\_\_\_\_\_  
See attached.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. If the transaction is with a Corporation\*\*, provide the full legal name and business address\* for each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock and state the percentage. This disclosure requirement does not apply to publicly traded corporations.

\_\_\_\_\_  
HMShost Corporation - 100%  
\_\_\_\_\_  
6905 Rockledge Drive  
\_\_\_\_\_  
Bethesda, Maryland 20817  
\_\_\_\_\_

5. If the transaction is with a Partnership or joint venture, provide the full legal name and address for each partner or joint venture member.

N/A

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6. If the transaction is with a Trust, provide the full legal name and address for each trustee and each beneficiary.

N/A

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7. The full legal name and business addresses of any other individuals (other than stockholders owning less than five percent (5%) of the stock, subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the transaction with the County are:

N/A

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## Directors / Officers / Shareholders Report

Host International, Inc.

<b>Director's Name</b>	<b>Position</b>	<b>Address</b>	<b>%</b>
Elie W. Maalouf	Director	HMSHost 6905 Rockledge Drive Bethesda, MD 20817	0
Mark T. Ratych	Director	HMSHost 6905 Rockledge Drive Bethesda, MD 20817	0

<b>Officer's Name</b>	<b>Position</b>	<b>Address</b>	<b>%</b>
Laura A. Babin	Secretary	HMSHost 6905 Rockledge Drive Bethesda, MD 20817	0
Bernard N. Brown	Vice President	HMSHost 6905 Rockledge Drive Bethesda, MD 20817	0
Elie W. Maalouf	President & Chief Executive Officer	HMSHost 6905 Rockledge Drive Bethesda, MD 20817	0
Charles E. Powers	Vice President	HMSHost 6905 Rockledge Drive Bethesda, MD 20817	0
Mark T. Ratych	Treasurer	HMSHost 6905 Rockledge Drive Bethesda, MD 20817	0
Sadye C. Sanders	Assistant Secretary	HMSHost 6905 Rockledge Drive Bethesda, MD 20817	0

<b>Principal Shareholders</b>	<b>Position</b>	<b>Address</b>	<b>%</b>
HMSHost Corporation		HMSHost 6905 Rockledge Drive Bethesda, MD 20817	100

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**DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY  
PART II  
EMPLOYMENT DISCLOSURE**

1. Does your firm have a collective bargaining agreement with its employees?

Host International, Inc. has a collective bargaining agreement for our Food and Beverage employees.

Yes  No

2. Does your firm provide paid health care benefits for its employees?

Yes  No

\*\*\* 3. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:

White:	<u>2059</u>	<b>Males</b>	<u>3075</u>	<b>Females</b>
Asian:	<u>1107</u>	<b>Males</b>	<u>1749</u>	<b>Females</b>
Black:	<u>1925</u>	<b>Males</b>	<u>3533</u>	<b>Females</b>
Native American:	<u>****</u>	<b>Males</b>	<u>****</u>	<b>Females</b>
Hispanics:	<u>1694</u>	<b>Males</b>	<u>2360</u>	<b>Females</b>
Alaskan Natives:	<u>****</u>	<b>Males</b>	<u>****</u>	<b>Females</b>
**** Native Americans/Alaskan Natives:	<u>45</u>	<b>Males</b>	<u>64</u>	<b>Females</b>
Native Hawaiian/ Other Pac Island:	<u>43</u>	<b>Males</b>	<u>97</u>	<b>Females</b>

(ADD EXTRA SHEETS IF NEEDED)

\* **Post Office Box addresses not acceptable.**

\*\* **If a Joint Venture, list this information for each member of the Joint Venture**

\*\*\* The Ethnicity breakdown of Host International, Inc. employees is for the State of Florida.

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**DISCLOSURE OF OWNERSHIP AFFIDAVIT  
PART II (Cont'd)**

**LIST ALL CONTRACTS IN EFFECT WITH MIAMI-DADE COUNTY DURING THE  
LAST FIVE (5) YEARS:**

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
------------------	-----------------------------------	---------------------------	----------------------------

(1)

\_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ %

Name of Dept.  
& Summary  
of Services  
Performed

See attached.

Litigation  
Arising out  
of Contract

(2)

\_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ %

Name of Dept.  
& Summary  
of Services  
Performed

Litigation  
Arising out  
of Contract

**DISCLOSURE OF OWNERSHIP AFFIDAVIT  
PART II (Cont'd)**

<b>CONTRACT DATE</b>	<b>DOLLAR AMOUNT OF ORIG.CONTRACT</b>	<b>FINAL AMT. OF CONTRACT</b>	<b>PERCENTAGE DIFFERENTIAL</b>
----------------------	---------------------------------------	-------------------------------	--------------------------------

(3)

_____	\$ _____	\$ _____	_____ %
-------	----------	----------	---------

Name of Dept. & Summary of Services Performed \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Litigation Arising out of Contract \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

===== (4)

_____	\$ _____	\$ _____	_____ %
-------	----------	----------	---------

Name of Dept. & Summary of Services Performed \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Litigation Arising out of Contract \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

=====

(ADD EXTRA SHEET(S) IF NEEDED.)

## DISCLOSURE OF OWNERSHIP AFFIDAVIT PART II

LIST ALL CONTRACTS IN EFFECT WITH MIAMI-DADE COUNTY DURING THE LAST FIVE (5) YEARS:

Contract Date	Dollar Amount of Original Contract	Final Amt. of Contract	Percentage Differential
(1)			
April, 1998	<u>N/A- Host is a concession provider at Miami International Airport and does not contract services to the County.</u>	N/A	N/A
Name of Dept. and Summary of Services Performed	<u>MDAD. Host provides Food &amp; Beverage concessions at Miami International Airport and pays Miami-Dade sales-based rentals</u>		
Litigation Arising out of Contract	<u>The Proposer has no pending or previous substantive legal action that would affect its ability to fulfill its contractual requirements with landlords and third parties</u>		
(2)			
June, 2006	<u>N/A- Host is a concession provider at Miami International Airport and does not contract services to the County.</u>	N/A	N/A
Name of Dept. and Summary of Services Performed	<u>MDAD. Host provides Retail concessions at Miami International Airport and pays Miami-Dade sales-based rentals</u>		
Litigation Arising out of Contract	<u>The Proposer has no pending or previous substantive legal action that would affect its ability to fulfill its contractual requirements with landlords and third parties</u>		

Contract Date	Dollar Amount of Original Contract	Final Amt. of Contract	Percentage Differential
(3) March, 2008	<u>N/A- Host is a concession provider at Miami International Airport and does not contract services to the County.</u>	<u>N/A</u>	<u>N/A</u>
Name of Dept. and Summary of Services Performed	<u>MDAD. Host provides Retail concessions at Miami International Airport and pays Miami-Dade sales-based rentals</u>		
Litigation Arising out of Contract	<u>The Proposer has no pending or previous substantive legal action that would affect its ability to fulfill its contractual requirements with landlords and third parties</u>		

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**DISCLOSURE OF OWNERSHIP AFFIDAVIT  
PART III**

A. How long has Entity been in business? Since December 1981

B. 1. Has the Entity ever done business under another name or with another firm? No\*

If yes, attach separate sheet(s) listing same information as in parts I, II and III of this affidavit.

2. Have the principals of the Entity ever done business under another name or with another firm? No

If yes, attach separate sheet(s) Listing same information as in Parts I, II and III of this affidavit.

---

**AFFIRMATIVE ACTION PLAN/PROCUREMENT  
POLICY AFFIDAVIT PURSUANT TO SECTION 2-8.1.5  
OF THE MIAMI-DADE COUNTY CODE**

I, being duly first sworn, hereby state that the Respondent for this contract:

has a current Affirmative Action Plan and Procurement Policy, as required by Section 2-8.1.5 of the Code, processed and approved for filing with the Miami-Dade County Department of Business Development (DBD) under the file No. \_\_\_\_\_ and the expiration date of \_\_\_\_\_.

had annual gross revenues in excess of \$5,000,000 for the previous year and does not have a current Affirmative Action Plan and Procurement Policy as required by Section 2-8.1.5 of the Code, processed and approved for filing with the County DBD. I will contact DBD at 305-375-3111 regarding this condition of award requirement.

had annual gross revenues less than \$5,000,000.00 for the previous year; therefore Section 2-8.1.5 of the Code is not applicable.

has a Board of Directors which is representative of the population make-up of the nation and are exempt from the requirements of Section 2-8.1.5 of the Code. I will contact DBD at 305-375-3111 in order to submit the required exemption request.

---

\* - Host International, Inc. operates in multiple airports and as such has multiple joint ventures partners and subsidiaries. Additional information is available upon request.

**DISABILITY NONDISCRIMINATION  
PURSUANT TO COUNTY RESOLUTION NOS. R-182-00 AND R-385-95,**

Pursuant to County Resolution No. R-182-00, amending Resolution No. R-385-95, the Entity shall, as a condition of award, provide written certification that the firm is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act, the Fair Housing Act, nor any other laws prohibiting discrimination on the basis of disability. Any post-award violation of these Acts may result in the contract being declared void. If any certifying Respondent or their affiliate is found in violation of the Acts, the County will conduct no further business with such attesting firm. Any violation of this Resolution may result in debarment.

  X   The Entity affirms under oath that the Entity is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act, the Fair Housing Act, nor any other laws prohibiting discrimination on the basis of disability.

---

**FAMILY LEAVE  
PURSUANT TO COUNTY RESOLUTION NO. R-183-00**

Pursuant to County Resolution No. R-183-00, the Entity shall, as a condition of award, provide written certification that the firm provides family leave to their employees as required by the County's family leave policy. Failure to comply with the requirements of this Resolution may result in debarment.

  X   The Entity affirms under oath that the Entity is in compliance with the County's family leave requirements.

---

**DOMESTIC LEAVE  
PURSUANT TO COUNTY RESOLUTION NO. R-185-00**

Pursuant to County Resolution No. R-185-00, the Entity shall, as a condition of award, provide written certification that the firm is in compliance with the County's domestic leave policy. Failure to comply with the requirements of this Resolution may result in the contract being declared void, the contract being terminated, and/or the firm being debarred. The obligation to provide domestic leave to their employees shall be a contractual obligation.

X   The Entity affirms under oath that the Entity is in compliance with the County's domestic leave policy.

---

**CURRENTLY DUE FEES OR TAXES,  
PURSUANT TO SECTION 2-8.1 (c)  
OF THE MIAMI-DADE COUNTY CODE**

Pursuant to Section 2-8.1(c) of the Code, the Entity shall verify that all delinquent and currently due fees or taxes - including but not limited to real and property taxes, utility taxes and occupational licenses - collected in the normal course by the County Tax Collector, as well as County issued parking tickets for vehicles registered in the name of the Entity, have been paid. Failure to comply with this requirement may result in debarment.

  X   The Entity affirms under oath that the Entity does not have any County delinquent and currently due fees or taxes, or parking tickets for vehicles registered in the name of the Entity.

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**DRUG FREE WORK PLACE  
PURSUANT TO SECTION 2-8.1.2 (b)  
OF THE MIAMI-DADE COUNTY CODE**

Pursuant to Section 2-8.1.2 (b) of the Code, no person or entity shall be awarded or receive a County contract for public improvements unless such person or entity certifies that it will provide a drug free workplace. Failure to comply with this policy may result in debarment for those persons or entities that knowingly violate this policy or falsify information.

  X   The Entity affirms under oath that it will comply with the County's drug free workplace requirements.

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**CURRENT IN COUNTY OBLIGATIONS AFFIDAVIT  
PURSUANT TO SECTION 2-8.1(h)  
OF THE MIAMI-DADE COUNTY CODE**

Pursuant to Section 2-8.1(h) of the Code, no individual or entity shall be allowed to receive any additional County contracts, if it is in arrears in any payment under a contract, promissory note or other loan document with the County, or any of its agencies or instrumentalities, including the Public Health Trust, either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the Code,

until either the arrearage has been paid in full or the County has agreed in writing to a payment schedule. Failure to meet the terms and conditions of any obligation or repayment schedule with the County shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

  X   The Entity affirms under oath that the Entity is current in its obligations to the County.

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**CODE OF BUSINESS ETHICS AFFIDAVIT  
PURSUANT TO SECTION 2-8.1(i)  
OF THE MIAMI-DADE COUNTY CODE**

Pursuant to Section 2-8.1(i) of the Code, each person or entity that seeks to do business with the County shall adopt a Code of Business Ethics ("Ethics Code") and shall, prior to the execution of any contract between the Entity and the County, submit an affidavit stating that the Entity has adopted an Ethics Code that complies with the requirements of Section 2-8.1(i) of the Code. An entity failing to submit the required affidavit shall be ineligible for contract award.

  X   The Entity affirms under oath that the Entity has adopted an Ethics Code that complies with the requirements of Section 2-8.1(i) of the Code.

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This single execution shall have the same force and effect as if each of the above affidavits had been individually executed.

[Signature]  
(Signature of Authorized Representative)

Title Vice President

Date June 11, 2009

STATE OF: Maryland

COUNTY OF: Montgomery

The above certifications/verifications were acknowledged before me this 11<sup>th</sup> day of June, 2009,

by Stephen E. Douglas  
(Authorized Representative)

of Host International, Inc.  
(Name of Corporation, Partnership, etc.)

who is personally known to me or has produced as identification and who did/did not take an oath.

[Signature]  
(Signature of Notary)

Lois A. Sprinkle  
(Print Name)

Notary Commission Number: \_\_\_\_\_

My Commission Expires: 12/01/10

Notary Stamp or Seal:

