

Memorandum



Date: June 5, 2018

To: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

Agenda Item No. 8(A)(3)

From: Carlos A. Gimenez
Mayor

Subject: Approval of 10-year Land Lease Agreement with AeroThrust Holdings, LLC

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached 10-year Land Lease Agreement with AeroThrust Holdings, LLC (AeroThrust) for aircraft maintenance, repair and overhaul operations at Miami International Airport (MIA).

This lease will have a positive economic impact on Miami-Dade County by ensuring that AeroThrust will continue to serve the MIA airline community and preserve the jobs of its 100-plus employees.

Scope

MIA is located primarily within District 6, which is represented by Commissioner Rebeca Sosa; however, the impact of this agenda item is countywide as MIA is a regional asset.

Delegated Authority

In accordance with Miami-Dade County Code Section 2-8.3, related to identifying delegation of Board authority, the County Mayor or the County Mayor's designee may exercise the rights of the County under the Lease Agreement, including the right to adjust the rental rate annually and to terminate the lease.

Fiscal Impact/Funding Source

This agreement will generate revenue for Miami-Dade Aviation Department (MDAD). AeroThrust will pay MDAD \$197,000.30 in annual land and pavement rent for approximately 2.3 acres for the first eight years, and thereafter pay land and pavement rent, plus improvement rent, in an amount based on the appraised value of Building 863. Both payments will be revised annually in keeping with the standard rent review policy at the airport.

Track Record/Monitor

AeroThrust is current on its basic payment under the prior lease agreement, but a recent audit showed that it has been occupying additional space in the building for storage purposes. MDAD and AeroThrust entered into a payment plan on April 5, 2018, that calls for AeroThrust to pay MDAD \$163,605.67 on April 9, 2018, which AeroThrust paid in a timely manner, and \$37,796.84 in 11 monthly payments thereafter to discharge this additional space rental payment obligation. The lease will be monitored by MDAD Assistant Director of Business Retention and Development Robert Warren.

Background

The current AeroThrust organization has operated an aircraft components Maintenance, Repair and Overhaul (MRO) operation out of Building 863 since 2010, employing approximately 151 full-time employees. The prior AeroThrust entity provided similar services for a number of years out of the same building. The current AeroThrust entity acquired the assets of its predecessor, the AeroThrust Corporation, through bankruptcy proceedings.

Building 863 is more than 40 years old and in extremely poor condition. As such, it has little economic value to the County. In addition, the building has received Notices of Violations from the Miami-Dade Fire Rescue (MDFR) Department for fire code violations and from the County's Unsafe Structures Board (USB) and therefore must be brought up to a standard that meets the 40-year recertification requirement by September 21, 2021.

MDAD determined that the cost of bringing Building 863 to a condition that would satisfy the fire code and the 40-year certification requirements (approximately \$4.5 million) would greatly exceed whatever present value the building may have. Because there are no other facilities or land available elsewhere at MIA for AeroThrust's operations, MDAD notified AeroThrust that if it desired to stay on as a tenant at MIA, it would have to either demolish and replace the buildings or renovate them to the proper standards. AeroThrust agreed to take control of the buildings and either demolish and rebuild or make necessary improvements at its own cost to meet MDFR and USB's requirements.

Control of the building will revert to the County on April 30, 2026, and AeroThrust will begin paying improvement rent on the buildings on May 1, 2026, based on the building's appraised fair market value at that time.

With this 10-year lease agreement, AeroThrust will be able to remain at MIA, no jobs will be lost, and the County will gain buildings that will be fully compliant with County Code requirements at AeroThrust's sole cost.



Jack Osterholt
Deputy Mayor

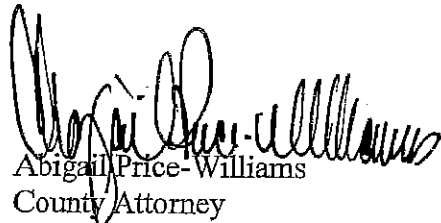


MEMORANDUM

(Revised)

TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

DATE: June 5, 2018

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(A)(3)

Please note any items checked.

- _____ "3-Day Rule" for committees applicable if raised
- _____ 6 weeks required between first reading and public hearing
- _____ 4 weeks notification to municipal officials required prior to public hearing
- _____ Decreases revenues or increases expenditures without balancing budget
- _____ Budget required
- _____ Statement of fiscal impact required
- _____ Statement of social equity required
- _____ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- _____ No committee review
- _____ Applicable legislation requires more than a majority vote (i.e., 2/3's _____, 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)(3)
6-5-18

RESOLUTION NO. _____

RESOLUTION APPROVING 10-YEAR LEASE AGREEMENT WITH AEROTHRUST HOLDINGS, LLC, FOR AN AIRCRAFT COMPONENTS MAINTENANCE, REPAIR AND OVERHAUL OPERATION AT MIAMI INTERNATIONAL AIRPORT FOR AN INITIAL ANNUAL LAND RENT OF \$197,000.30 AND IMPROVEMENT RENT AT APPRAISED MARKET RENTAL VALUE COMMENCING IN THE NINTH YEAR OF THE LEASE AFTER THE BUILDING IS REBUILT OR RENOVATED BY THE TENANT AT ITS COST; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME, PERFORM ALL ACTS NECESSARY TO EFFECTUATE SAME AND EXERCISE ALL PROVISIONS THEREIN, INCLUDING TERMINATION; AND DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO PROVIDE SAME TO THE COUNTY PROPERTY APPRAISER IN ACCORDANCE WITH RESOLUTION NO. R-791-14

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum and document, copies of which are incorporated herein by reference,

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

Section 1. Incorporates the foregoing recital as though fully set forth herein.

Section 2. Approves the attached 10-year lease agreement with AeroThrust Holdings, LLC (AeroThrust) for an aircraft components maintenance, repair and overhaul operation at Miami International Airport, for an initial annual land rent of \$197,000.30 based upon appraised market rent rate, and improvement rent commencing in the ninth year of the lease for the building thereon that will be based upon the appraised market rent rate. Aerothrust is required to rebuild or renovate the building at its sole cost and expense by no later than September 20, 2021 in order to comply with the terms of the lease agreement and requirements of the Unsafe Structures Board.

Section 3. Authorizes the County Mayor or County Mayor's designee to execute the lease agreement with Aerothrust, perform all acts necessary to effectuate same and exercise all provisions therein, including termination.

Section 4. Directs the County Mayor or County Mayor's designee to provide the lease agreement to the County Property Appraiser in accordance with Resolution No. R-791-14.

Section 5. Directs the County Mayor or County Mayor's designee to appoint staff to monitor compliance with the transactions approved herein.

The foregoing resolution was offered by Commissioner
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Esteban L. Bovo, Jr., Chairman	
Audrey M. Edmonson, Vice Chairwoman	
Daniella Levine Cava	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Joe A. Martinez	Jean Monestime
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
District 5 - Vacant	

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of June, 2018. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

APP for

Cynji A. Lee

LAND LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY, FLORIDA, AS LESSOR, AND AEROTHRUST HOLDINGS, LLC AS LESSEE, MIAMI INTERNATIONAL AIRPORT

THIS LAND LEASE AGREEMENT ("Agreement"), is made and entered into as of the 1st day of February, 2018 ("Effective Date"), by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida ("County") by and through its Aviation Department ("**MDAD**"), (**collectively the "Lessor" herein**) and **AEROTHRUST HOLDINGS, LLC.**, a Florida limited liability company, ("**Lessee**").

WHEREAS, Lessor owns and operates Miami International Airport through MDAD and makes available for lease an aviation facility on the north side of Miami International Airport ("**MIA**" or the "**Airport**") consisting of four separate buildings known as Buildings 861, 862, 862A, and 863; and

WHEREAS, when leasing such buildings, Lessor is acting in a proprietary capacity as owner and operator of the Airport, but Lessor is acting in its regulatory capacity to enforce the County's laws when it acts through departments such as the Fire Rescue Department ("**MDFR**") that is responsible for enforcing the County's fire code and life/safety provisions and the Department of Regulatory and Economic Resources ("**RER**") that is responsible for enforcing the County's Building Code and the 40-year building recertification requirement through RER's Unsafe Structures Board (the "**USB**"); and

WHEREAS, Lessee is currently a tenant in Building 863 (the "**Building**") and because of the Building's age and poor condition, such Building has no positive economic value to the County and should be demolished or, if not demolished, completely reconstructed so that the Building is placed in a condition that meets the County's 40-year Recertification requirement as enforced by the RER and USB and the County's life and safety requirements enforced by MDFR (herein collectively the "**Code Requirements**"); and

WHEREAS, MDFR has placed Notices of Violations on the Building indicating that fire code violations and life/safety violations have occurred within the Building and are continuing at this time;

WHEREAS, Lessee requested the County to enter into a land lease under which Lessee is allowed to demolish and then construct new facilities on the Premises, or, at Lessee's option, completely reconstruct the Building and associated common use areas

so that they are placed in a condition that meets the Code Requirements (the facilities resulting from the demolition or reconstruction work are collectively referred to herein as the ("**New Facilities**"); and

WHEREAS, Lessor and Lessee entered into a preliminary five-year lease agreement on September 19, 2017 for Lessee's use of the same Premises as are involved in this land lease, in which the parties acknowledged that such five-year lease would be superseded by a longer-term lease in order to further enable Lessee to enter into and complete the demolition or reconstruction work in accordance with the requirements of the RER, USB, and MDFR; and

WHEREAS, Lessee acknowledges that MDAD is acting on behalf of the County in its proprietary capacity for purposes of administering and enforcing the terms of both the preliminary five-year lease and this ten-year land lease, and that RER, USB, and MDFR have the regulatory power to enforce the Code Requirements upon Lessee regardless of the leasehold rights under this long-term Agreement; and

WHEREAS, Lessee further acknowledges that that portion of the Code Requirements that are enforced by MDFR are being done so in Lessee's case through a Consent Order previously entered into by Lessee and the MDFR; and

WHEREAS, Lessee further acknowledges that the Unsafe Structures Board has the authority under the Code to declare buildings such as Buildings 861, 862, 862A, and 863 to be unsafe structures and to order their closure or other actions taken despite the existence of this land lease between Lessor and Lessee, and that MDAD in its proprietary capacity has no legal ability to prevent such closure;

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

ARTICLE 1

Acceptance of Recitals; Term; Premises; Option to Demolish or Reconstruct

1.01 Acceptance of Recitals: Lessee acknowledges and accepts the foregoing Recitals which are hereby incorporated into and made a part of this Agreement.

1.02 Term:

(A) Effective as of 12:01 A.M. on February 1, 2018, Lessor hereby leases to the Lessee, and the Lessee hereby leases from Lessor, the land and pavement underlying or associated with the Building described in Article 1.03 (Premises) hereof, for the purposes and uses set forth in Article 2 (Use of Premises) hereof, for a term of ten (10) years, commencing on February 1, 2018 and terminating at 11:59 P.M. on January 31, 2028, unless sooner terminated as provided for in Article 1.08 or Article 13 herein.

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(B) As of 12:01 A.M. on February 1, 2018, this ten-year Land Lease Agreement ("Agreement") shall automatically go into effect and the prior five-year lease shall automatically cease and be of no further force and effect, except for any obligations of the parties that may have arisen prior to such date and time.

1.03 Premises: The Premises leased herein are the land and pavement located in the north side of the Airport that are associated with and lie under the Building (Building 863), and (ii) any New Facilities constructed by Lessee on the Premises (the "**Premises**"). Such land and pavement as well as the future New Facilities and portions thereof that are constructed by Lessee but not made part of the Premises as of identified dates are described on Exhibits A, B B-1, P and P-1, hereto attached.

1.04 Lessee's Demolition or Reconstruction of the Premises:

(A) Lessee hereby confirms its obligation to complete the New Facilities work necessary to comply in all respects with the Code Requirements applicable to the Buildings and the common areas identified on Exhibits A, B and B-1, dated July 1, 2017, even though such common areas will not be part of the Premises after their construction. All such New Facilities work shall be in compliance with MDAD's requirements including those stated in Article 4A. Lessee shall bear all costs of such work and Lessor shall have no obligation to compensate, pay for, or reimburse Lessee for such costs, no matter how much Lessee is required to expend in order to complete the New Facilities so as to comply with the Code Requirements for the Building and the common areas.

(B) All work required for the New Facilities will be performed under and in full compliance with Lessor's Tenant Airport Construction/Non-Reimbursable ("**TAC-N**") program, as such program may be amended from time to time, and with all provisions of the Code of Miami-Dade County, ordinances, programs, or policies applicable to the work, as such may be amended from time to time, and with all FAA requirements that may apply to the design and construction of the work and Lessee's use of the Premises hereunder.

(C) Lessee acknowledges and agrees that (i) Lessee has the sole obligation to complete the work associated with the New Facilities and their common areas by September 20, 2021 or such other date as may be mandated by the Unsafe Structures Board (the "USB") and the MDFR, so that the Building satisfies the Code Requirements, (ii) if Lessee fails to satisfy the requirements of the Unsafe Structures Board or the MDFR, such agency has the power to compel Lessee to vacate or not use the Building and that Lessee will not contest any such order that is then not under appeal, (iii) if the regulatory agency orders Building 863, or any portion thereof, to be vacated or not used for failure to comply with the Code Requirements, Lessor shall have the right either to terminate this Lease in its entirety or else in part as to any individual building or portion thereof subject to such order, (iv) if Lessee fails to comply with the Code Requirements for Building 863, Lessee will not contest an action by Lessor through MDAD to terminate this lease in its entirety or as to any building subject to the agency order, at MDAD's discretion, and to effect the eviction of Lessee from

Building 863; and (v) Lessee shall deliver to MDAD, in a condition compliant with the Code Requirements, all common or then-unused areas that are part of the New Facilities work by no later than the date Lessee completes the New Facilities.

(D) Lessee acknowledges that Lessor has not made any representation as to what work is required for the Building in order for Lessee to occupy and make use of them during the period of this Lease, and that Lessee is solely responsible for the work necessary to demolish the Building or otherwise satisfy the Code Requirements and enable Lessee to occupy and use the Building. Lessor shall have no responsibility or liability to Lessee for Lessee's failure or inability to obtain throughout the term of this Lease whatever documents may be required for Lessee's occupancy and use of the Building. If Lessee fails or is unable to obtain such documentation for the Building in the time required by RER, USB, and MDFR, Lessor may terminate this Agreement on thirty (30) days' notice and shall have no obligation to compensate or reimburse Lessee or its Lender for any improvements, upgrades, additions, or repairs to the Building that Lessee may have made. Lessor may thereafter either demolish the Building or complete the New Facilities work necessary to obtain the documentation necessary for any successor lessee to occupy and use the Building or any portions thereof, at MDAD's discretion. In such event, if Lessor demolishes the Building, Lessee shall reimburse Lessor for the costs of demolition and environmental compliance. If Lessor completes the New Facilities, Lessor may thereafter make use of the Building in whatever manner Lessor chooses, without further obligation to Lessee or its Lender through compensation, leasing the Building to Lessee or to any other party, or otherwise.

(E) Lessee acknowledges that its activities hereunder, including all work associated with the New Facilities and the work necessary to select, oversee, and pay at Lessee's cost all design and construction companies for such work associated with the New Facilities, will cause considerable inconvenience to Lessee, loss of work, and lowered productivity, all of which Lessee agrees to assume in order for Lessee's business to remain located on the Airport.

(F) Lessee shall be responsible for any obligation or liability that arises from Lessee's use of Building 863 under any prior written or oral lease or license governing Lessee's use of such building.

1.05 [Reserved]

1.06 Suitability of Premises: The Lessee acknowledges that (i) the Premises are currently in an aged and poor condition and are under various notices of violations advising that the premises may not be occupied beyond a stated date because of their failure to meet the Code Requirements, but nonetheless Lessee waives the unsatisfactory condition of the Premises including Building 863 reflected by the Notices of Violations, waives all other conditions of the Premises and the Building, and acknowledges that Buildings 863 is suitable for Lessee's proposed use conditioned upon Lessee's obligation to construct new buildings or reconstruct the Buildings to meet the Code Requirements, and (ii) the County has no obligation to perform, cause to be performed, or participate in the cost of any such work, repairs, clean-ups,

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environmental remediation, upgrades, additions, improvements, painting, landscaping, or other actions to comply with local law and Lessee's desired condition of the Building. The Lessee's obligation under this Agreement, such as but not limited to Article 6.01(B) (Permits and Licenses), to obtain all operating permits required of the Lessee, shall not require the County to take any action or perform any tasks within the Premises to enable the Lessee to obtain such permits or ultimately any certificates of occupancy for the New Facilities, which shall remain the Lessee's exclusive obligation to perform in order to obtain such permits.

1.07 [Reserved]

1.08 County Right to Terminate for Airport Development: The County shall have the right, at any time during the term of this Agreement, to terminate this Agreement upon not less than twelve (12) months advance written notice to the Lessee, if the Premises are needed by the County for Airport development projects as approved by the Board of County Commissioners. Such termination shall not entitle the Lessee to any relocation costs or substitute facilities on the Airport, and in no event shall the County be responsible to the Lessee for any costs, damages, expenses, moving costs, loss of revenues, business interruption damages, or the like, caused by or arising out of such termination, nor shall such termination be deemed an eminent domain taking for any purpose; provided, however, Lessor shall be obligated to pay Lessee any unamortized costs that were approved by Lessor under Article 4.A08 that are applicable to the New Facilities work necessary to build new buildings or else satisfy the Code Requirements.

1.09 [Reserved]

ARTICLE 2 Use of Premises

2.01 Authorized Use of Premises: The Lessee shall use the Premises for the following purposes only:

Maintenance and overhaul of Aircraft components (such as landing gears, Line Replaceable Units ("LRU"), and rotatable parts), aircraft engines, radios, instruments and components; and administration and administrative functions connected therewith. For the purposes of this agreement, LRU is defined as a component which can be readily changed on an aircraft during line maintenance operations such as a radio or electronic control module.

2.02 [Reserved]

2.03 Lessee Responsibility for Use of Premises by Customers and Third-parties: Lessee shall be responsible for assuring that all customers and third-parties using the Premises comply with security and other requirements imposed on users of the Airport by Lessor or federal agencies, and Lessee shall be responsible for collection of all fees

and other charges applicable to Lessee's customers and third-parties that use Lessor's airport facilities to access Lessee's Premises.

2.04 Use by Others of Non-leased or Leased Premises: Lessee shall provide reasonable access to any non-leased portion of the Premises that may be used by third-parties or Lessor.

ARTICLE 3

Rentals and Payments

3.01 Rental Payments:

A) Land Rent: Because the Buildings have no positive economic value to Lessor because of the Code Requirements, commencing February 1, 2018 and throughout the term of this Agreement, Lessee shall pay Lessor annual rent just for the land and pavement associated with the Premises, in the initial sum of \$197,000.30 payable in twelve monthly equal installments of \$16,416.69 in US funds, on the first day of each and every month in advance and without billing, at the offices of the department as set forth in article 3.06 (Methods of Payment). Said rental is computed as follows:

Exhibit	ID	Description	Area (SF)	Rate	Annual	Monthly
A	88631180	A/C Office	7,650			
A	98631165	A/C Engine Overhaul	26,066			
A	98631139	A/C Engine Overhaul	22,256			
A	108631120	Shipping/Receiving Area	6,722			
A	108631125	Shipping/Receiving Area	7,960			
A	98631130	A/C Shop/Storage	19,280			
B-1	10863250	NON A/C Storage	59,585			
B-1	10863235	NON A/C Storage	31,079			
P	25-12H05	Vehicle Pavement	5,297	\$ 0.45	\$ 2,383.65	\$ 198.64
P-1	14 - 12G22-23	Loading Platform Space	3,995	\$ 0.45	\$ 1,797.75	\$ 149.81
		Land	95,231	\$ 1.90	\$ 180,938.90	\$ 15,078.24
P-1	25-12G24	Landslide Vehicle Parking	18	\$ 660.00	\$ 11,880.00	\$ 990.00
		Total			\$ 197,000.30	\$ 16,416.69

Plus applicable State of Florida sales taxes

(B) Improvement Rent:

In consideration of Lessee's expending its funds for demolition of the existing Building and construction of either new facilities on the Premises or else reconstruction of the Building to satisfy the Code Requirements, Lessee shall be entitled to an eight-year period of time to amortize such costs and therefore shall not be required to pay any Improvement rent on the New Facilities as of the date Lessee begins the New Facilities

work but shall commence paying rent on the New Facilities as of February 1, 2026 and monthly thereafter for the duration of the remaining term of this Agreement. Such Improvement rent shall commence on February 1, 2026 regardless of delays in construction of the New Facilities for any reason or cause by any party. The amount of such Improvement rent as of February 1, 2026 shall be determined by Lessor in accordance with Lessor's standard appraisal practices, which shall reflect the condition of the New Facilities as of October 1, 2025 (the first date of the Lessor's 2025-2026 Fiscal Year) and as of the appraisal dates under Article 3.04 thereafter.

(C) Description and Rent for New Facilities after Completion:

(1) At any time following the completion of construction of the New Facilities, Lessor shall provide Lessee with a revised Table under Article 3.01(A) identifying the amount of land and pavement that are applicable to the Premises as of February 1, 2026 as well as the component portions of the New Facilities that will be part of the Premises as of February 1, 2026. Such revised Table shall identify the rents to be paid by Lessee for the land, pavement, and New Facilities as of such date until any of such rents are further revised under Article 3.04.

(2) Lessee acknowledges that (i) Lessee shall not be entitled to exclusively occupy any portion of the New Facilities that are not specifically identified in the new Table under Article 3.01(c)(1), including, but not limited to, any common areas applicable to the Premises, (ii) Lessor shall have the right to use or allow other parties to use such portions of the New Facilities not exclusively occupied by Lessee for whatever purpose Lessor allows, and (iii) Lessor shall be entitled to all rents and payments made to Lessor for the leasing, licensing, or use of the portions of the New Facilities by parties other than Lessee.

(D) Approved Improvement Costs: In order for Lessor to determine the cost of the New Facilities for purposes of Article 1.08, and for Lessor's records, Lessee shall submit the documents necessary for Lessor to determine the Approved Improvement Costs of either work under Article 4A.08.

3.02: [Reserved]

3.03 Security Deposit: Unless previously deposited with the County, within three (3) days after the date this Agreement is fully executed, Lessee will deposit with the County an amount equal to two times the required total monthly rentals that may be due under Article 3.01 above, plus applicable State sales tax thereon. The County will hold the Security Deposit as security for the payment of the Lessee's obligations hereunder. Said Security Deposit shall be in addition to any rental payments required hereunder, and the Department shall be entitled to apply such payment to any debt of the Lessee to the Department that may then exist, as permitted by law, including but not limited to the rent required hereunder. In lieu of the Security Deposit being made in cash, the Department, in its sole discretion, may authorize the Lessee to provide an irrevocable Letter of Credit, in a form provided by the Department, in like amount. The amount of the Security Deposit is subject to adjustment by the Department at any time

there is a change in the annual or monthly rentals pursuant to the terms of this Agreement; provided further, that the Department shall have the right to demand an increase in the Security Deposit requirement of up to an additional four months rental to provide the Department with adequate assurance of the Lessee's payment of its obligations, if such assurance is reasonably required because of the Lessee's defaults in the timely payment of rents, fees and charges due hereunder, or because the Department has reason to believe, based on published reports, that the Lessee's future ability to pay such rentals, fees and charges, on a timely basis, is in jeopardy.

3.04 Rental Rate Review: The rental rates stated in Article 3.01 above shall be subject to review and adjustment as set forth hereafter. Such adjustment is currently on an annual basis, but may change if the Lessor's Board of County Commissioners directs such a change to be made. When each such rental rate adjustment is approved by the Board of County Commissioners, and new or revised rental rates applicable in whole or in part to the Premises and to all other similarly situated tenants at the airport are established by said Board, the Department shall notify the Lessee in writing of such rates and this Agreement shall be considered and deemed to have been administratively amended to incorporate the revised rental rates effective as of such October 1 date. Payments for any retroactive rental adjustments shall be due upon billing by the Department and payable within ten (10) calendar days of same.

3.05 Double Rental: In the event that the Lessee remains in possession of the Premises beyond the expiration or termination of this Agreement, the Lessee shall be bound by all of the terms and conditions of this Agreement to the same extent as if this Agreement were in full force and effect during the time beyond the expiration date of this Agreement. However, during any such possession of the Premises as a holdover tenant after the County has demanded the return of the Premises, the Lessee shall be liable for double rentals for so long as the Lessee remains in possession after such demand, such rentals to be based upon the rental rates applicable from time to time in whole or in part to the Premises. The parties acknowledge that the Lessee was not a holdover tenant with respect to the Prior Lease.

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

By mail:

Miami-Dade County Aviation Department
Accounting Division
P.O. Box 526624
Miami, Florida 33152-6624

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

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Miami-Dade County Aviation Department
4200 N.W. 36 Street
Miami, Florida 33166

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

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

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

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

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

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

3.07 Late Payment Charge: In the event the Lessee fails to make any payments, as required to be paid under the provisions of this Agreement, within ten (10) days after same shall become due, interest at the rates established from time to time by the Board of County Commissioners of Miami-Dade County, Florida (currently set at 1½% per month), shall accrue against the delinquent payment(s) from the original due date until the Department actually receives payment. Such interest rate shall apply unless the Board of County Commissioners has established a different rate or a specific provision of federal or state law requires otherwise. The right of the County to require payment of such interest and the obligation of the Lessee to pay same shall be in addition to and not in lieu of the right of the County to enforce other provisions herein, including termination of this Agreement, and to pursue other remedies provided by law.

3.08 Dishonored Check or Draft: In the event that the Lessee delivers a dishonored check or draft to the County in payment of any obligation arising under the terms of this Agreement, the Lessee shall incur and pay a service fee of TWENTY-FIVE DOLLARS, if the face value of the dishonored check or draft is \$50.00 or less, THIRTY DOLLARS, if the face value of the dishonored check or draft is more than \$50.00 and less than \$300.00, or FORTY DOLLARS, if the face value of the dishonored check or draft is \$300.00 or more, or Five Percent of the face value of such dishonored check or

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draft, whichever is greater. Further, in such event, the Department may require that future payments required pursuant to this Agreement be made by cashier's check or other means acceptable to the Department.

3.09 Other Fees and Charges: The Lessee acknowledges that the Board of County Commissioners has or will establish or direct the establishment, from time to time, of various fees and charges for the use of various facilities, equipment and services provided by the County and not leased to or specifically provided to the Lessee hereunder, and procedures relating to the payment of same. The Lessee shall pay, upon billing, for its use of such facilities, equipment and services those fees and charges which are billed monthly. For other fees and charges which are based on usage, the Lessee shall, unless otherwise directed by the Department in writing, report its uses of applicable facilities, equipment and services and pay the applicable fees and charges at such frequency and in such manner as may be prescribed by the Department.

3.10 Utilities:

(A) Lessee acknowledges that the utilities serving the Premises are provided through common utility lines that provide utility services to various buildings in the vicinity of the Premises, and that the level of utility services are recorded through a common meter. Lessee agrees as part of its development activities under Article 4A to cause the electric and phone utility companies to provide separate meters for each such utility service and for each separate building within the New Facilities so that Lessee's utility usage for each of Lessee's buildings within the Premises is recorded by the separate meters. Lessee shall cause the separate meters to be installed in a building by no later than the date on which Lessee obtains a TCO or CO for that building, or such other date as may be approved by Lessor. Following installation of the separate utility meters, Lessee shall pay each utility company directly for Lessee's utility consumption in an amount that is required to be paid by the utility company, and Lessor shall have no further obligation to provide invoices for utility consumption or otherwise be responsible for the delivery of utility services, except to the extent provided in Article 5. Because it is not economically feasible to provide separate metering for water and sewer utilities, those systems shall remain unmodified.

(B) Until such time as Lessee causes the separate utility meters to be installed and Lessee starts making payments directly to the utility companies based on billings of the utility companies directly to the Lessee by the utility company, the Lessee hereby agrees to pay monthly, upon billing by the Department, for utility consumption in the Premises. This monthly charge will be based on a survey conducted by or on behalf of the Department of the utility consumption by the Lessee and/or current nondiscriminatory rates charged others at the Airport. This monthly charge may also be adjusted and billed retroactively, from time to time, based on the changes in consumption and rates. The Lessee shall pay for all utilities used by it. In the event the Premises are metered and billed to the Department, the Lessee shall pay for utility consumption based on the metered charge. The County shall have no obligation to provide utilities to the Premises other than those existing as of the effective date of this

Agreement.

3.11 [Reserved]

3.12 [Reserved]

3.13 [Reserved]

3.14 [Reserved]

3.15 [Reserved]

ARTICLE 4A

4A.01 Lessee's Work: Lessee shall design, construct, and pay for all work on the Premises as shall be necessary for the construction of the New Facilities following their demolition or following their reconstruction. All such work shall meet the Code Requirements and the Americans with Disabilities Act (herein collectively the "Improvements"), as well as make the Premises suitable for occupancy for the purposes and uses described in Article 2 hereof. Lessee must comply with the completion time requirements imposed by RER, MDFR, and any other agency having jurisdiction over the Buildings on the Premises. Lessee shall comply with Lessor's TAC-N requirements as such requirements may be changed for all tenants from time to time.

4A.02 Design of Improvements: As soon as possible, but in no event later than 120 days following the date of this Agreement, unless otherwise extended by the Department in writing, the Lessee shall submit to the Department, for its review and approval, disapproval or modification, detailed plans, specifications, contract documents and construction cost estimates for the New Facilities work or any portion thereof on a phased basis as may be approved by Lessor in writing, prepared by an architect or engineer registered in the State of Florida (the "**Approved Improvement Documents**"). All design and construction work shall be in compliance with Lessor's then-current design and construction standards.

4A.03 Construction of Improvements: Promptly following Lessor's approval of Lessee's final plans, specifications, and contract documents, Lessee shall commence the work necessary for the construction of the New Facilities. The Approved Improvements Documents shall reflect Lessee's compliance with the programs identified in Articles 4A-11 below, to the extent applicable. The Lessee shall cause the work to be completed within (i) the time period specified in the Approved Improvement Documents and Approved Contract Award, unless an extension of such period is approved, in writing, by the Department, and (ii) the time period required to satisfy the Code Requirements.

4A.04 Certain Construction Contract Terms: All contracts entered into by the Lessee for construction of the New Facilities shall require completion of such Buildings within a specified time period following the execution of said contracts. The Lessee

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agrees that it will use its best efforts to take all necessary action available under contracts applicable to such work to enforce the timely completion of the work covered thereby.

4A.05 Improvements Free and Clear of Liens: The Lessee agrees that any contract for reconstruction of the New Facilities or for the purchase of material to be used, or for work and labor to be performed thereon, shall be in writing and shall contain provisions to protect the County from the claims of any laborers, subcontractors or material men against the Premises or Improvements.

4A.06 Construction Bonds and Insurance Required: Lessee shall provide and maintain throughout the course of New Facilities work hereunder, or cause its contractors to so provide and maintain, the following insurance and bond coverage:

(A) A policy of completed value builder's risk insurance on an "All Risks" basis, in an amount not less than 100% of the full insurable value of the Improvements to be constructed. The policy shall be issued in the names of the County, the Lessee and the contractor(s) as their interests may appear.

(B) A policy of owner's protective liability insurance issued in the name of the County, as sole named insured, in an amount not less than \$5 million dollars combined single limit per occurrence for Bodily Injury and Property Damage. This policy must be endorsed to indicate that any premium, whether deposit or final, shall be the sole obligation of the contractor(s) or the Lessee.

(C) Separate performance and payment bonds in the full amount of the Improvements, to assure completion of contract work and payment of the costs thereof, free and clear of all claims, liens and encumbrances of subcontractors, laborers, mechanics, suppliers and material men, with the County and the Lessee named as dual obligees thereunder.

(D) A Demolition Bond or a financial instrument acceptable to Lessor in the full amount of the estimated cost of demolishing the building on the Premises in the event such demolition is made necessary either by Lessee's failure to complete the New Facilities work in the manner required by law, Lessee's abandonment of the New Facilities project, or Lessee's eviction as a result of regulatory action or action by Lessor under this Lease.

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4A.07 Completion Bond; As-Built Drawings: If required by Lessor, prior to the commencement of the New Facilities work or any phase thereof, the Lessee shall provide to the Department a contract completion bond or other assurance acceptable to the Lessor, as security for the completion of and payment for such work free and clear of all claims of any nature whatsoever in the full amount of the cost of the contracts for such work. Within 30 days following the completion of construction or reconstruction of the Improvements, the Lessee shall furnish to the Department, at the Lessee's expense, one complete set of computer produced drawing disc files (AUTOCAD) of the Record Drawings in the size and format required by the Department. The complete set of Record Drawings shall include all pertinent shop drawings as well as the Plans and Specifications as adjusted to accurately depict the "as-built" work. The Lessee shall also provide the County one copy of all maintenance manuals, pamphlets, charts, parts lists and specified spare parts, electrical and water meter numbers with sketches of their locations, operating instructions and other necessary documents required for all permanently installed materials, equipment, or machinery, as well as all applicable warranties, guarantees, copies of all releases of contractor liens and the appropriate Certificate of Occupancy.

4A.08 Approved Improvement Costs: For purposes of Article 1.08, and Lessor's records, Lessee's Approved Improvement Costs shall consist of eligible costs associated with Lessee's New Facilities work. Within ninety days of completion of the work, Lessee shall submit to the Department a certified audit of the monies actually expended by Lessee in the design and construction of the work in accordance with the Approved Improvement Documents, prepared by an independent certified public accounting firm, approved in advance by the Department ("Auditor"). The costs of design and construction, in accordance with the Approved Improvements Documents and any changes thereto requested by the Lessee and approved by the Department, including the costs of required bonds, construction insurance and the construction audit ("Approved Improvements Costs"), shall not include the costs of any other consultant unless otherwise approved in advance by the Department, or accountant fees and legal fees, and furniture and other personal property of the Lessee. Interest on construction financing by third-parties or Lessee's internal funds shall be reasonable and in the amount previously approved by Lessor. The cost of interior decorations, other than standard Department approved finishes, special finishes, wall tile or other special wall finishes and coverings, construction photographs and special external and internal lighting and signage shall not be included in Approved Improvement Costs, unless specifically approved in writing by the Department, upon the separate request of the Lessee. Approval of such decorations, finishes, lighting and signs as part of Approved Improvement Documents shall not constitute an approval of same for inclusion in Approved Improvement Costs. In the event of any disputes between the Department and the Lessee as to whether certain costs are to be included in Approved Improvement Costs, said dispute(s) shall be submitted to the Consulting Engineers named pursuant to the Trust Agreement, as defined in Article 19 hereof. The decision of said Consulting Engineers shall be final and binding upon the parties hereto.

4A.09 [Reserved]

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4A.10 Review of Construction: During the New Facilities work, the Department or its designee, as well as representatives of RER and MDFR, shall have the right to periodically inspect the construction to ensure conformity with the Approved Improvement Documents, and any changes thereto requested by the Lessee and approved by the Department.

4A.11 Compliance with County Requirements:

(A) The Lessee, for itself, its sublessees, successors in interest, assigns, and contractors (herein collectively for this Section 4A.11 the "Lessee") , as part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in, the use of the Premises and improvements hereunder, (2) that in the construction of any improvements on, over, or under the Premises hereunder, and the furnishing of services therein or thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee will use the Premises and improvements in compliance with all other requirements imposed by or pursuant to the List of Nondiscrimination Acts and Authorities attached hereto as Exhibit R-02.

(B) To the extent required by the then current terms of the County's programs, including but not limited to the Community Business Enterprise (CBE) Program applicable to architects and engineers under Section 2-10.4.01 of Miami-Dade County's Code, the Small Business Enterprise (SBE) Program for construction activities under Section 10-33.02, the Living Wage Ordinance under Section 2-8.9, the Art in Public Places (AIPP) Program under Section 2-11.15, the Responsible Wages Ordinance under Section 2-11.16, the Residents First Training and Employment Program under Section 2-11.17, Employ Miami-Dade Program under Implementing Order No. 3-63, the Community Workforce Program under Section 2-1701 and Implementing Order 3-3, and any other program of the County made applicable to the Lessee's activities hereunder, as such programs, ordinances, or code provisions may be amended from time to time, Lessee agrees to comply with such applicable provisions as well as any Administrative Orders and other directives issued by the County relating to such Programs.

ARTICLE 4

Maintenance and Repair by Lessee

4.01 Lessee Responsibility: Except to the extent provided in Articles 5, Lessee shall have, for the duration of this Lease, full responsibility for maintenance and repair of the Building (for as long as it is on the Premises), the entirety of the Premises, and all New Facilities constructed on the Premises.

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4.02 Cleaning and Removal of Trash:

(A) The Lessee shall, at its sole cost and expense, perform or cause to be performed, services which will at all times keep the Premises and, to the extent in Lessee's control, the adjacent non-leased aircraft ramp clean, neat, orderly, sanitary and presentable. Lessee's obligation as specified above with regard to the ramp areas will be discharged to the extent within Lessee's control; it being acknowledged that persons other than Lessee have access to and use of the ramp areas.

(B) The Lessee shall, at its sole cost and expense, remove from the Premises all trash and refuse which might accumulate and arise from its use of the Premises and the business operations of the Lessee under this Agreement. Such trash and refuse shall be disposed of only in the common use dumpsters provided by the Department or in such other manner approved by the Department.

4.03 Maintenance and Repairs: Except to the extent of Lessor's obligations under Article 5, Lessee shall be responsible for repair and maintenance of the entirety of the Premises for the duration of this Agreement. Such repair and maintenance shall include, but not be limited to, interior painting, all doors, floor coverings, air-conditioning systems, 400 Hertz unit, assigned pavement (landside and/or airside) within or appurtenant to the Premises as shown on attached exhibits, equipment, protection bumpers attached to building, furnishings, skylights, fixtures, appurtenances, replacement of light bulbs, ballasts and tubes and the replacement of all broken glass, and shall at all times be based on a standard of care reflecting prudent property management. Maintenance and repairs shall be in quality and class equal to or better than the original work to preserve the Premises in good order and condition, and will comply with MDAD's Design Guidelines where applicable. The Lessee shall repair all damage caused by the Lessee and its employees, agents, independent contractors, patrons, servants, invitees, or trespassers. Prior to or at termination of this Agreement, injury done by the installation or removal of furniture and personal property of the Lessee shall be repaired so as to restore the Premises to their original state or to the state the injured Premises were in as a result of approved alterations under Article 7.01, and to quit and surrender up the Premises in the same good order and condition as they were at the commencement of this Agreement or at the time of approved alteration, reasonable wear and tear and damage caused by an Act of God excepted; provided however, that such return of the Premises under this Article 4.03 shall not relieve the Lessee of its obligations for damages to the Premises during the term of this Agreement or as provided in Article 13.06 (C) or that may be specifically provided elsewhere in this Agreement.

4.04 Excavation of Land: No excavation of any of the land shall be made, no soil or earth shall be removed from the Premises, and no well of any nature shall be dug, constructed or drilled on the Premises, except as may be required for environmental monitoring purposes pursuant to Article 8 (Environmental Compliance).

4.05 Water and Sewerage System: The Lessee shall, at its sole cost and expense, operate and maintain all the components of the existing water, sanitary

sewerage and storm drainage facilities within the boundaries of the Premises. The Lessee shall not make any alterations or modifications to such facilities without the advance written approval of the Department.

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

4.07 Modifications or Access to Roof: The Lessee covenants that it shall not install, attach, suspend or in any manner modify the roof, its members or structures nor shall it permit any person to walk on the roof or its members without the prior written consent of the Department. In the event the Lessee violates this covenant, the County shall not have any responsibility for any damages to the property of the Lessee or others inside the leased Premises caused by rain or other hazard in any way related to the roof.

4.08 Grassed Areas and Shrubbery: The Lessee, at its sole cost and expense, shall be responsible for the maintenance of all landscaping, shrubbery and grassed areas on the leased premises, in accordance with the maintenance standards established by the Department. In accordance with such standards, the Lessee shall cause grassed areas and shrubbery to be mowed and trimmed regularly so as to maintain the Premises in a neat, orderly and attractive condition. Any land areas not grassed or paved shall be stabilized by the Lessee and the Premises shall be so utilized that use of the same will not cause dust, debris or waste to be blown about or raised so as to be ingested by aircraft or otherwise interfere with or disturb the use of enjoyment of others of their premises.

4.09 Loading Dock/Platform: If the Premises include a loading dock/platform, the Lessee shall keep such loading dock/platform clean and clear at all times and shall not use the loading dock/platform for the storage of cargo, equipment or any other materials.

4.10 Inspections: The Department and/or its designated representatives shall have the right, during normal working hours and with prior notice to Lessee, to inspect the Premises to identify those items of maintenance, repair, replacement, modification and refurbishment required of the Lessee or the County, pursuant to Article 5 (Maintenance by County), to keep the Premises in good order and condition. The Lessee shall perform all corrective work required of it, identified in such inspection(s) within thirty (30) days of receipt of written notice from the Department, or if such corrective work cannot reasonably be completed within such thirty (30) day period, Lessee shall commence such work within 30 days of receipt of written notice and complete such work as expeditiously thereafter as reasonably possible. Trash and debris problems shall be corrected within 24 hours following receipt of either oral or written notice from the Department.

4.11 Failure to Maintain: If it is determined by the Department that the Lessee has failed to properly clean, remove trash and refuse, maintain, repair, replace and refurbish the Premises as required by this Article 4 (Maintenance and Repair by Lessee), the Department shall provide to the Lessee a list of deficiencies, reflecting the amount of time to be reasonably allowed for the Lessee to correct same. If the Lessee fails to correct such deficiencies within the time allowed and has not registered an objection as to its obligation to do so, the Lessee shall be subject to fines and other action by the authorities having jurisdiction over the premises.

ARTICLE 5 Maintenance by Lessor

5.01 Lessor Responsibility: Except as set forth herein, the Lessor shall have no responsibility for maintenance or repair of any portion of the New Facilities that was reconstructed by Lessee.

5.02 Maintenance of Water, Sewer and Drainage Systems: The Lessor shall operate and maintain, in good condition, all components of the existing water, sanitary sewerage and storm water drainage facilities that lie outside the boundaries of the Premises.

5.03 Building Maintenance: Beginning on the date that Lessee commences paying Improvement Rent under Article 3.01(B), Lessor shall maintain, in good condition, the roof, exterior walls, and the structural support system for the New Facilities, except as to any portion of the roof, exterior walls, and the structural support system on which Lessee provided substantial work during the construction or reconstruction of the New Facilities. The decision as to whether "substantial work" was performed shall be determined by the Consulting Engineers under the Lessor's Amended and Restated Trust Agreement, whose decision shall be final.

5.04 No Maintenance of Doors or Windows; Maintenance of Common Areas:
The Lessor shall not maintain any doors, or any windows within or directly leading into the leased Premises. The Lessor shall maintain the common areas of the New Facilities constructed by Lessee in order to obtain a certificate of use, occupancy or completion but that are not part of the Premises as identified on Exhibits A, B and B-1 dated July 1, 2017.

5.05 Lessee Responsibility for Damaged Premises: If any of the facilities or portions of the Premises or New Facilities are damaged or destroyed by the operations or actions of the Lessee or parties identified in Article 9 for whom Lessee is liable, the Department shall require Lessee to make all necessary repairs or replacements within 30 days or be subject to fines and other action by the authorities having jurisdiction over the premises.

5.06 Lessor Maintenance Subject to Certain Conditions: Any maintenance by the Lessor may be subject to interruption caused by repairs, strikes, lockouts, labor controversies, inability to obtain fuel or power or parts, accidents, breakdowns,

catastrophes, national or local emergencies, acts of God, and other conditions beyond the control of the Lessor. Upon any such happening, the Lessee shall have no claim for damages for the Lessor's failure to furnish or to furnish in a timely manner any such maintenance; provided, however, that the Department, shall provide a rent abatement for that portion of the Premises rendered unusable for the period of time that the Lessor is unable to make the repairs required by Article 5.02 (Maintenance of Water, Sewer and Drainage Systems). The Lessor shall exercise reasonable diligence to remedy and/or cure any such interruptions to the extent such interruptions are within the Lessor's control.

ARTICLE 6

Regulations, Licenses and Permits

6.01 Rules and Regulations - General:

(A) (1) The Lessee shall comply with all Ordinances of the Lessor, including the Rules and Regulations of the Department, Chapter 25, Code of Miami-Dade Lessor, Florida, as the same may be amended from time to time, Operational Directives issued thereunder, all additional laws, statutes, ordinances, regulations and rules of the Federal, State and Lessor Governments, and any and all plans and programs developed in compliance therewith, which may be applicable to its operations or activities under this Agreement, specifically including, without limiting the generality hereof, Federal air and safety laws and regulations and Federal, State and County environmental laws.

(2) During the New Facilities work to be performed by Lessee hereunder, and at any time Lessee performs any work on the Premises, Lessee shall comply with all applicable design and construction requirements of MDAD, including, but not limited to, MDAD's Tenant Airport Construction (Reimbursable or Non-Reimbursable) requirements ("TAC"), as they may be amended from time to time. All design and construction work must be approved in advance by MDAD, to the extent set forth in such TAC requirements.

(B) Permits and Licenses:

(1) The Lessee, at its sole cost and expense, shall be liable and responsible for obtaining, paying for, maintaining on a current basis, and fully complying with, any and all permits, licenses and other governmental authorizations, however designated, as may be required, at any time throughout the entire term of this Agreement, by any Federal, State, or County governmental entity or any judicial body having jurisdiction over the Lessee or the Lessee's operations

and activities, for any activity of the Lessee conducted on the Premises and for any and all operations conducted by the Lessee, including insuring that all legal requirements, permits and licenses necessary for or resulting, directly or indirectly, from the Lessee's operations and activities on the Premises have been obtained and are being fully complied with.

(2) Such permits and licenses shall include, but not be limited to, a Certificate of Use and Occupancy and any required Industrial Waste or Operating Permits from Department of Regulatory and Economic Resources. At the inception of this Agreement, the Lessee shall provide to the Department evidence that it has obtained the Certificate of Use and Occupancy and, as applicable, the appropriate operating Waste Permit(s). Upon written request of the Department, the Lessee shall provide to the Department copies of any permits and licenses, and applications therefor, which the Department may request.

(C) Violations of Rules and Regulations: Subject to the County's obligations as confirmed in Article 8 (Environmental Compliance), Lessee agrees to pay on behalf of the County any penalty, assessment or fine issued against the County, or to defend in the name of the County any claim, assessment or civil action, which may be presented or initiated by any agency or officer of the Federal, State or County governments, based upon a claim or allegation that the Lessee, its agents, employees, invitees, or trespassers have violated any law, ordinance, regulation, rule or directive described in Article 6.01 above or any plan or program developed in compliance therewith. The Lessee further agrees that the substance of this Article 6.01 (Rules and Regulations - General) above shall be included in every sublease, contract and other agreement, which the Lessee may enter into related to its operations and activities under this Agreement and that any such sublease, contract and other agreement shall specifically provide that "Miami-Dade County, Florida is a third party beneficiary of this and related provisions." This provision shall not constitute a waiver of any other conditions of this Agreement prohibiting or limiting assignments, subletting or subcontracting.

6.02 Aircraft Noise Abatement Regulations Compliance: The Lessee hereby specifically acknowledges its awareness that the noise generated by aircraft, while on the ground and in flight, may cause annoyance to residential areas in proximity to the Airport and/or under or near flight corridors serving the Airport and that the County, as proprietor of the Airport, may, therefore, from time to time adopt certain lawful policies, procedures and/or regulations, not inconsistent with the Airport Noise and Capacity Act of 1990, unless otherwise approved by the Federal Aviation Administration, and not inconsistent with aircraft safety or the Lessee's rights hereunder, intended to abate the

effects of aircraft noise. Said policies, procedures and/or regulations may deal with, but are not necessarily limited to, nighttime engine run-ups, preferential runway usage, aircraft arrival and departure patterns, use of displaced runway thresholds, and the like. The Lessee specifically understands and agrees that a violation of such noise abatement policies, procedures and/or regulations may result in the arrest or citation of the offending party, with the imposition of fines, and that a violation of same shall constitute a material breach hereunder and may result in termination of this Agreement pursuant to the provisions hereof.

ARTICLE 7

Alteration of Premises and Erection of Signs

7.01 Alterations: The Lessee shall not alter the Premises including the New Facilities in any manner whatsoever without prior written approval of the Department. In the event the Lessee is given approval to make any alterations to the Premises, the Lessee shall fully comply with the terms and conditions of the approval document from the Department's Tenant Airport Construction Program in effect, and Article 6 (Regulations, Licenses and Permits). The Lessee's failure to do so shall constitute a default pursuant to Article 13.03 (Other Defaults) hereof.

7.02 Signage: The Lessee shall not erect, maintain or display any identifying signs or any advertising matter, of any type or kind which is visible to the public, on the exterior of any building within the Premises without Lessor's written approval. All signage within an existing building leading into the Premises shall require the advance written approval of the Department.

ARTICLE 8

Environmental Compliance

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

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

- (B) "Environmental Claim" means any investigative, enforcement, cleanup, removal, containment, remedial or other private, governmental or regulatory action at any time threatened, instituted or completed pursuant to any applicable Environmental Requirement, against Lessee with respect to its operations at Miami International Airport or against or with respect to the Premises or any condition, use or activity on the Premises (including any such action against County), and any claim at any time threatened or made by any person against Lessee with respect to its operations at Miami International Airport or against or with respect to the Premises or any condition, use or activity on the Premises (including any such claim against County), relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or in any way arising in connection with any Hazardous Material or any applicable Environmental Requirement.
- (C) "Environmental Law" means any applicable federal, state or local law, statute, ordinance, code, rule, or regulation, or license, authorization, decision, order, injunction, or decree, any of which may be issued by a judicial or regulatory body of competent jurisdiction, or rule of common law including, without limitation, actions in nuisance or trespass, and any judicial or agency interpretation of any of the foregoing, which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground or air or water or noise pollution or contamination, and underground or aboveground tanks) and shall include without limitation, the Solid Waste Disposal Act, 42 U.S.C. § 6901 *et seq.*; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C § 9601 *et seq.* ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Hazardous Materials Transportation Act 49 U.S.C. § 1801 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*; the Clean Air Act 42 U.S.C. § 7401 *et seq.*; the Toxic Materials Control Act 15 U.S.C. § 2601 *et seq.*; the Safe Drinking Water Act, 42 U.S.C. § 300f *et seq.*; Chapters 403, 376 and 373, Florida Statutes; Chapters 24 and 25 of Miami-Dade County Code, and any other applicable local, state or federal environmental statutes, codes, or ordinances, and all rules, regulations, orders and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.
- (D) "Environmental Requirement" means any Environmental Law, or any agreement or restriction entered into or applicable by law (including but not limited to any condition or requirement imposed by any insurance or surety company), as the same now exists or may be changed or amended or come into effect in the future, which pertains to health, safety, any Hazardous Material, or the environment, including but not limited to ground or air or water or noise pollution or contamination, and underground or aboveground tanks.

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With regard to any environmental agreements or restrictions entered into by MDAD, MDAD agrees to use reasonable efforts to apprise the Miami Airport Affairs Committee (the "MAAC"), which represents the interests of the airlines at the Airport, of any such agreements or restrictions and to obtain the MAAC's input into such items.

- (E) "Hazardous Material" means any substance, whether solid, liquid or gaseous, which is listed, defined or regulated as a hazardous substance, a hazardous waste or pesticide, or otherwise classified as hazardous or toxic, in or pursuant to any applicable Environmental Requirement; or which is or contains asbestos, radon, any polychlorinated biphenyl, urea formaldehyde foam insulation, explosive or radioactive material, or motor fuel or other petroleum hydrocarbons; or which causes or poses a threat to cause contamination or a nuisance on the Premises, any adjacent Premises or a hazard to the environment or to the health or safety of persons on the Premises or Other Airport Property.
- (F) "Initial Construction Period" means for any lease which contemplates construction or renovation for Premises not previously occupied in whole or in part by Lessee under this Agreement and/or any previous Agreement, a period of time not to exceed six (6) months commencing with the date on which Lessee breaks ground on the Premises for construction of foundations or commences such renovation.
- (G) "Occupancy Date" means the date Lessee first entered, occupied or took possession of the Premises under any written or verbal agreement.
- (H) "On" or "in" when used with respect to the Premises or any premises adjacent to the Premises, means "on, in, under, above or about."
- (I) "Other Airport Property" means property on the Airport occupied or used by Lessee, or upon which Lessee performs operations, but which is not subject to a lease, sublease or other legal agreement governing the terms of Lessee's occupation, use or operations at such property.
- (J) "Recognized Environmental Condition" shall have the meaning set forth in ASTM E 1527-05, Section 1.1.1, as such provision may be amended or superseded from time to time.
- (K) "Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment.
- (L) "Remediation" means any investigation, clean-up, removal action, remedial action, restoration, repair, response action, corrective action, monitoring, sampling and analysis, installation, reclamation, closure, or

post-closure in connection with the suspected, threatened or actual release of Hazardous Materials.

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

8.02 Lessee's Industrial Classification: Lessee represents and warrants to County that Lessee's Standard Industrial Classification ("SIC") code number, as published in the most recent SIC Manual from the United States Office of Management and Budget, and as used on Lessee's Federal Tax Return is _____.

8.03 Lessee's Acceptance of the Risks and Condition of Premises As-Is: Lessee agrees that the Premises shall be leased and delivered to Lessee in its current "as-is/with all faults" condition (but it is not intended by this provision that County be relieved from its duties expressly set forth in this Agreement or any other applicable agreement). Lessee hereby, warrants, covenants, agrees, and acknowledges that:

- (A) Hazardous Materials may be present on the Premises and Other Airport Property. The County is currently engaged in a significant environmental remediation program at MIA.
- (B) Under Article 8.06 below, Lessee is provided the opportunity to conduct an independent investigation of the Premises and the physical condition thereof, including the potential presence of any Hazardous Materials on or about the Premises. Lessee's report on the investigation, if any such report has been prepared, has been provided to the County and is listed in Exhibit K-03 attached to this Agreement. Whether Lessee has conducted such an investigation or not, Lessee is willing to proceed with this Agreement notwithstanding the environmental conditions of the premises or the properties surrounding the premises, subject to Lessee's right to terminate this Agreement as otherwise provided herein.
- (C) Because of the possible presence of environmental contaminants on the Premises or other Airport property, County has made no express, implied, or other representations of any kind with respect to the suitability or usability of the Premises or other Airport Property, or any improvements appurtenant thereto, including, without limitation, the suitability or usability of any building materials, building systems, soils or groundwater conditions (due to the presence of Hazardous Materials in, on, under, or about the Premises or other Airport property), for Lessee's proposed or

intended use, and Lessee has relied solely on Lessee's own inspection and examination of such matters.

- (D) Except as to County's obligations set forth in this Article or elsewhere in this Agreement, Lessee expressly assumes the risk that Hazardous Materials that are or may be present on the Premises at the commencement of this Agreement may affect the suitability or usability of the Premises for Lessee's proposed or intended use. Lessee agrees that, except to the extent of County's Remediation obligations provided in this Article 8, or any other discharge, disposal or release of Hazardous Materials or violation of Environmental Requirements, caused by County, its agents, employees or contractors and except with respect to Baseline Environmental Conditions, County shall have no responsibility or liability with respect to any Hazardous Materials on the Premises. Notwithstanding the foregoing, in no event shall County be liable to Lessee for damages relating to physical or personal injury, business interruptions relocation costs or any other cost (other than a cost for which County is liable under this Article 8) resulting from the presence of Hazardous Materials on the Premises at any time during this Agreement.

8.04 Responsibilities for Hazardous Materials:

- (A) Unless the parties agree otherwise in writing, the County shall conduct response actions mandated by existing Environmental Requirements applicable to the County for (i) Hazardous Materials disclosed in the Lessee Audit to the extent required by Article 8.06 and (ii) Baseline Environmental Conditions, provided however that:

1) To the extent this Agreement covers Premises not previously occupied by Lessee and if this Agreement contemplates construction or renovation by the Lessee, any Hazardous Material discovered during the Initial Construction Period as defined in Article 8.01(F), shall be presumed to be a Baseline Environmental Condition under this Agreement except to the extent the Aviation Department demonstrates to the satisfaction of Lessee by written notice setting forth the Aviation Department's explanation as to why the Hazardous Material originated from a discharge, disposal or release that was caused by Lessee, Lessee's agents, employees, contractors, invitees or Trespassers. Should Lessee determine that such a demonstration has not been made to Lessee's satisfaction, County may invoke the dispute resolution provision of 8.16. Until such time as the parties reach an agreement or such time as the dispute is otherwise resolved, responsibility for such Hazardous Material shall remain with the Aviation Department.

2) To the extent this Agreement covers premises previously occupied by Lessee, and except for Baseline Environmental Conditions, Remediation

of any Hazardous Material discovered on the Premises shall be the responsibility of the Lessee, except to the extent that Lessee demonstrates to the satisfaction of Aviation Department Management by written notice setting forth Lessee's explanation as to why the Hazardous Material originated from (1) a discharge, disposal or release outside of the Premises, unless such discharge, disposal or release was caused by Lessee, Lessee's agents, employees, contractors or invitees (2) a discharge, disposal or release of Hazardous Material on the Premises prior to the date upon which Lessee first occupied the premises and not caused by Lessee or Lessee's agents, employees, contractors or invitees; or (3) a discharge, disposal or release caused by the County, its agents, employees, contractors or any third party. Should the Aviation Department determine that such a demonstration has not been made to Aviation Department's satisfaction, Lessee may invoke the dispute resolution provision of 8.16. Until such time as the parties reach an agreement or such time as the dispute is otherwise resolved, responsibility for such Hazardous Material shall remain with Lessee.

- (B) County's responsibility for Remediation under this Article 8.04 shall be limited to the Recognized Environmental Conditions required to be remediated under applicable Environmental Requirements. If County is permitted to leave any Hazardous Material in place under applicable Environmental Requirements, County shall have the option of so doing, unless a governmental authority requires at any time the removal of Hazardous Materials for Lessee to be able to continue with construction or occupancy of the Premises. The County shall notify Lessee of any such decision to leave Hazardous Material in place.
- (C) (1) To the extent they exist, the County has made available to Lessee a listing of contamination assessment reports and remedial action plans regarding any soil and groundwater contamination at the Premises. Such list is found on Exhibit K-03 to this Agreement. The County may have already installed or may have plans to install remediation systems to clean up the contamination described in such reports to the extent they exist. Lessee agrees that during the term of the Agreement, County's authorized representatives shall have the right to enter the Premises in order to operate, inspect, maintain, relocate and replace any such installed systems. Without limiting the generality of the foregoing, the County shall have the right to: (a) install, use, monitor, remove (or, in connection with monitoring wells, abandon in place in accordance with applicable governmental regulations) soil borings, treatment systems, pumps, monitoring wells, and associated equipment; (b) construct, maintain, and ultimately remove various mechanical devices designed to aid in the monitoring and remediating effort; and (c) undertake such related activities as the Aviation Department or other governmental authorities may require or recommend, utilizing such methods as the Aviation Department or the applicable governmental authorities may elect in order to remediate the

contamination described in any such reports.

- (2) County shall utilize reasonable efforts to minimize any disturbance of the Lessee's use of the Premises caused by any Remediation it undertakes and shall provide Lessee prior written notice of such Remediation. Lessee agrees that it shall not unreasonably interfere with or obstruct such Remediation. County and Lessee each agree to take such action as may be reasonable to coordinate their operations so as to minimize any interference with the other party. If vehicles, equipment, or materials belonging to the Lessee have to be temporarily relocated to permit the Remediation to be performed, the Lessee will effect such relocation at no expense to the County. Attached to Exhibit K-03 is a site sketch of the Premises describing any existing or currently planned Remediation equipment and depicting the current and proposed future location of such equipment.
- (3) If Remediation equipment or materials need to be temporarily stored in a secure location on the Premises, the Lessee will provide reasonable storage inside the building on the Premises for such equipment and materials at no expense to the County, provided, however, that Lessee shall bear no liability and otherwise shall have no responsibility for any theft of and/or damage to such equipment or materials so stored, to the extent Lessee took reasonable measures to prevent, such theft and/or damage and such theft and/or damage was not caused by Lessee or Lessee's employees. To the extent that water and electrical service within the Premises are not metered and the Lessee does not pay for such services directly, the Lessee will provide the County with water and electrical service from the Premises in connection with the Remediation, without charge. The Lessee acknowledges the Remediation may be conducted at the locations depicted on the site sketch attached to Exhibit K-03 at any time during the term of the Agreement and may continue until such time as a no further action letter is obtained from the appropriate regulatory authorities.

8.05 Baseline Audit: The County has provided Lessee with a copy of an environmental audit of the Premises, conducted to identify any Recognized Environmental Conditions associated with the Premises, which audit may include analyses of soil and groundwater samples (the initial "Baseline Audit"). Except to the extent Lessee previously occupied the Premises, the County shall be responsible for any Recognized Environmental Conditions within the meaning of ASTM E 1527-05, or most recent version, disclosed by the Baseline Audit. Except to the extent Lessee previously occupied the Premises, Lessee may terminate this Agreement within sixty (60) days of receipt of the Baseline Audit if Lessee, in its sole discretion, determines that the Recognized Environmental Conditions disclosed in such Baseline Audit are unacceptable. To the extent Lessee previously occupied the Premises, Lessee, subject to its right to invoke the dispute resolution provision of 8.16, shall be responsible for all Recognized Environmental Conditions disclosed in the Baseline Audit, which are not

otherwise Baseline Environmental Conditions, unless Lessee demonstrates to the County's satisfaction that the Recognized Environmental Conditions originated from (1) a discharge, disposal or release outside of the Premises, unless such discharge, disposal or release was caused by Lessee, Lessee's agents employees, contractors or invitees or Trespassers; or (2) a discharge, disposal or release of Hazardous Material on the Premises prior to Lessee's first occupancy of the Premises and not caused by Lessee, Lessee's agents, employees, contractors or invitees.

8.06 Lessee Audit: Lessee, at its sole cost and expense, shall have the right to conduct, within sixty (60) days from the receipt of the Baseline Audit, an environmental inspection of the Premises (the "Lessee Audit"), through an independent environmental consultant approved in writing by County, such approval not to be unreasonably withheld or delayed. If Lessee elects to conduct a Lessee Audit, it shall furnish County a copy of the Lessee Audit within thirty (30) days of Lessee's receipt of the Lessee Audit. The purpose of the Lessee Audit is to determine whether there are present on the Premises any Recognized Environmental Conditions not identified in the Baseline Audit, any previous audits, or any contamination assessment reports or remedial action plans, to the extent any such documents exist. Within thirty (30) days of receipt of such Lessee Audit, the County shall notify Lessee if it disputes the Recognized Environmental Conditions or the delineation of any subsurface conditions described in the Lessee Audit. If the Lessee's Audit reveals any Recognized Environmental Conditions or delineates any subsurface contamination not disclosed in any contamination assessment reports, remedial action plans, or the Baseline Audit, and which are not otherwise considered Baseline Environmental Conditions under the terms of this Agreement, then, except to the extent that Lessee previously occupied the Premises, the County, at its option, shall: (i) allow Lessee to terminate the Agreement, without penalty, within sixty (60) days of receipt of such notice of dispute from the County; or (ii) notify Lessee that it has agreed to be responsible for such Recognized Environmental Conditions and delineated subsurface contamination to the same extent as the County is responsible for the Recognized Environmental Conditions and subsurface contamination disclosed in any contamination assessment reports, remedial action plans and the Baseline Audit. If the County allows Lessee to terminate the Agreement and Lessee elects not to terminate, Lessee's failure to terminate shall constitute a waiver of 1) Lessee's rights to terminate its obligations under this Agreement as to any findings in such Lessee Audit, except as to its right to cancel the lease on thirty (30) days' notice under Article 1.01 (B) and, 2) as provided in Article 8.04, any claim it may have against the County with respect either to Recognized Environmental Conditions and subsurface contamination disclosed in such Lessee Audit. To the extent the Lessee previously occupied the Premises, Lessee shall be responsible for all Recognized Environmental Conditions disclosed in the Lessee Audit that are not Baseline Environmental Conditions unless Lessee demonstrates to the satisfaction of Aviation Department Management by written notice setting forth Lessee's explanation why the Recognized Environmental Conditions originated from (1) a discharge, disposal or release outside of the Premises, unless such discharge, disposal or release was caused by Lessee, Lessee's agents, employees, contractors, or invitees; (2) a discharge, disposal or release of Hazardous Material on the Premises prior to the Occupancy Date and not caused by Lessee or Lessee's agents, employees, contractors or invitees ; or

(3) a discharge, disposal or release caused by County or third-party. Should the Aviation Department determine that such a demonstration has not been made to Aviation Department's satisfaction, Lessee may invoke the dispute resolution provision of 8.16 Until such time as the parties reach an agreement or until such time as the dispute is otherwise resolved, responsibility for such Recognized Environmental Condition shall remain with Lessee.

8.07 Environmental Maintenance of Premises: Except for the obligations of the County under this Article 8, Lessee shall, at its sole cost and expense, keep, maintain and use the Premises, and operate within the Premises at all times, in compliance with all applicable Environmental Laws, and shall maintain the Premises in good and sanitary order, condition, and repair.

8.08 Lessee's Use of Hazardous Materials: Exhibit K-08 is a complete list of all Hazardous Materials which Lessee currently intends to use on the Premises or Other Airport Property during the term of the Agreement which have been approved by the County, and the use, storage and transportation of which on or about the Premises shall not be subject to County's approval or objections. Except for those Hazardous Materials listed on Exhibit K-08, Lessee shall not use, store, generate, treat, transport, or dispose of any Hazardous Material on the Premises or Other Airport Property without first providing the County thirty (30) days written notice prior to bringing such Hazardous Material upon the premises. To the extent certain Hazardous Materials are needed to be used by Lessee on a non-routine basis, such as for emergency repairs, Lessee may provide such notice within twenty-four (24) hours of bringing such Hazardous Material upon the premises. Notwithstanding the foregoing, County may object to the use of any previously approved Hazardous Material should County reasonably determine that the continued use of the Hazardous Material by Lessee presents a material increased risk of site contamination, damage or injury to persons, Premises, resources on or near the Premises or Other Airport Property, or noncompliance due to a change in regulation of such Hazardous Material under applicable Environmental Law. Upon County's objection, Lessee shall immediately remove the Hazardous Material from the site. This section 8.08 shall not apply to Hazardous Materials which are not used, generated, treated or disposed of by Lessee but which are otherwise transported by Lessee solely in the course of Lessee's business, such as cargo operations, provided, however, Lessee shall remain responsible under Article 8.14 and 8.15 for such transported Hazardous Materials. County's objection or failure to object to the use, storage, generation, treatment, transportation, or disposal of Hazardous Material under this paragraph, or the exclusion of certain Hazardous Materials under this paragraph, shall not limit or affect Lessee's obligations under this Agreement, including Lessee's duty to remedy or remove releases or threatened releases; to comply with applicable Environmental Law and/or Environmental Requirements relating to the use, storage, generation, treatment, transportation, and/or disposal of any such Hazardous Materials; or to indemnify County against any harm or damage caused thereby. Lessee shall promptly and completely answer periodic questionnaires from the County concerning Lessee's practices regarding the generation, use, storage, and disposal of Hazardous Materials under this Agreement.

8.09 Entry by County:

- (A) Notwithstanding any other right of entry granted to County under this Agreement, and subject to the requirements set forth in Article 8.09(B), MDAD shall have the right, at its own expense and upon reasonable notice, to enter the Premises or to have consultants enter the Premises throughout the Term of this Agreement for the purposes of: (1) determining whether the Premises are in conformity with applicable Environmental Law; (2) conducting an environmental review or investigation of the Premises; (3) determining whether Lessee has complied with the applicable environmental requirements of this Agreement; (4) determining the corrective measures, if any, required of Lessee to ensure the safe use, storage, and disposal of Hazardous Materials; or (5) removing Hazardous Materials (except to the extent used, stored, generated, treated, transported, or disposed of by Lessee in compliance with applicable Environmental Requirements and the terms of this Agreement). Lessee agrees to provide access and reasonable assistance for such inspections. MDAD shall use its best efforts to reasonably minimize interruptions of business operations on the Premises.
- (B) Such inspections may include, but are not limited to, entering the Premises or adjacent property with drill rigs or other machinery for the purpose of obtaining laboratory samples of environmental conditions or soil or groundwater conditions. Lessee shall have the right to collect split samples of any samples collected by MDAD, MDAD shall not be limited in the number of such inspections during the Term of this Agreement MDAD will conduct such inspections during Lessee's normal business hours, but MDAD may conduct such inspections in other than normal business hours if the circumstances so require. For inspections conducted by MDAD, MDAD agrees to provide Lessee with reasonable notice (not less than twenty four (24) hours) prior to inspecting the Premises; provided however, that such notice period shall not apply under circumstances in which MDAD reasonably determines that there exists an immediate threat to the health, safety, or welfare of any persons. Based on the results of such inspections, should MDAD reasonably determine that Hazardous Materials have been released, discharged, stored, or used on the Premises in violation of the terms of this Agreement, Lessee shall, in a timely manner, at its expense, remove such Hazardous Materials in a manner not inconsistent with applicable Environmental Law and otherwise comply with the reasonable recommendations of MDAD and any regulatory authorities related to the results of such inspections. The right granted to MDAD herein to inspect the Premises shall not create a duty on MDAD's part to inspect the Premises, nor liability of MDAD for Lessee's use, storage, or disposal of Hazardous Materials, it being understood that Lessee shall be solely responsible for all liability in connection therewith. MDAD shall provide the results of such inspections to the Lessee in a timely manner if requested to do so in writing. Nothing herein shall be

construed to limit, restrain, impair or interfere with County's regulatory authority to conduct inspections and/or the manner in which it conducts such inspections. Lessee shall not be liable or otherwise responsible for any property damage to the Premises or injury to any person caused by County, its agents or consultants during County's inspection under this Section 8.09.

8.10 Permits and Licenses: The Lessee warrants that it will secure at the times required by issuing authorities all applicable permits or approvals that are required by any governmental authority having lawful jurisdiction to enable Lessee to conduct its obligations under this Agreement. Upon written request, Lessee shall provide to County copies of all permits, licenses, certificates of occupancy, approvals, consent orders, or other authorizations issued to Lessee under applicable Environmental Requirements, as they pertain to the Lessee's operations on or use of the Premises or Other Airport Property.

8.11 Notice of Discharge to County:

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

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

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

8.13 Periodic Environmental Audits: Lessee shall establish and maintain, at its sole expense, a system to assure and monitor its continued compliance on the Premises with all applicable Environmental Laws, which system shall include, no less than once each year a detailed review of such compliance (the "Environmental Audit") by such consultant or consultants as County may approve, which approval shall not be unreasonably withheld, delayed or conditioned. Alternatively, if the Aviation Department approves, which approval shall not be unreasonably withheld, delayed, or conditioned, such Environmental Audit may be conducted by Lessee's personnel but in either case Lessee shall provide County with a copy or summary of its report of its annual Environmental Audit, which shall be consistent with ASTM's "Practice for Environmental Regulatory Compliance Audits" which shall include in its scope the items listed in Exhibit K-13 hereto or other recognized format approved by County. If the Environmental Audit indicates any unresolved violation of any applicable Environmental Law and/or Environmental Requirements, Lessee shall, at the request of County, provide a detailed review of the status of any such violation within thirty (30) days of the County's request.

8.14 Remediation of Hazardous Material Releases: If Lessee or Lessee's agents, employees, contractors, invitees or trespassers cause any Hazardous Materials to be released, discharged, or otherwise located on or about the Premises or Other Airport Property during the term of this Agreement ("Hazardous Material Release"), Lessee shall promptly take all actions, at its sole expense and without abatement of rent, as are reasonable and necessary to return the affected portion of the Premises or Other Airport Property and any other affected soil or groundwater to their condition

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

8.15 Indemnity: Lessee shall indemnify, defend (with counsel reasonably satisfactory to County), and hold County, its directors, officers, employees, agents, assigns, and any successors to County's interest in the Premises, harmless from and against any and all loss, cost, damage, expense (including reasonable attorneys' fees), claim, cause of action, judgment, penalty, fine, or liability, directly or indirectly, relating to or arising from the use, storage, release, discharge, handling, or presence of Hazardous Materials on, under, or about the Premises or Other Airport Property and caused by Lessee, Lessee's agents, employees, contractors, invitees or Trespassers. This indemnification shall include without limitation: (a) personal injury claims; (b) the payment of liens; (c) diminution in the value of the Premises or Other Airport Property; (d) damages for the loss or restriction on use of the Premises or Other Airport Property; (e) sums paid in settlement of claims; (f) reasonable attorneys' fees, consulting fees, and expert fees, (g) the cost of any investigation of site conditions, and (h) the cost of any repair, cleanup, remedial, removal, or restoration work or detoxification if required by any governmental authorities or deemed necessary in County's reasonable judgment, but shall not extend to such claims, payment, diminution, damages, sums, fees or costs to the extent caused (i) solely by an act of God or (ii) by the negligent or willful misconduct of the County, its officers, employees, contractors or agents. For any legal proceedings or actions initiated in connection with the Hazardous Materials Release, County shall have the right at its expense but not the obligation to join and

participate in such proceedings or actions in which the County is a named party, and control that portion of the proceedings in which it is a named party. County may also negotiate, defend, approve, and appeal any action in which County is named as a party taken or issued by any applicable governmental authorities with regard to a Hazardous Materials Release; provided, however, claims for which Lessee may be liable pursuant to this Article 8.15 shall not be settled without Lessee's consent. Any costs or expenses incurred by County for which Lessee is responsible under this paragraph or for which Lessee has indemnified County: (i) shall be paid to County on demand, during the term of this Agreement as additional rent; and (ii) from and after the expiration or earlier termination of the Agreement shall be reimbursed by Lessee on demand. Lessee's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Agreement and shall bind Lessee's successors and assignees and inure to the benefit of County's successors and assignees. Notwithstanding any other provision of this Agreement, this section 8.15 does not apply to Baseline Environmental Conditions or a discharge, disposal or release caused by the County, its officers, employees, contractors or agents.

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

(B) In addition, because costs of Hazardous Materials discharges are passed on to airlines through the residual rate charging mechanism at Miami International Airport and the charges to Lessee will be increased to offset such costs. Lessee agrees in order to minimize its obligations in this regard to use best efforts to assist the Aviation Department in responding to Hazardous Materials spills in or Airport property reasonably close the Premises used by Lessee by making Lessee's remediation equipment and personnel available for such emergency remediation activity. However, Lessee may provide such assistance only at the direct request of the Aviation Department and only if Lessee's remediation equipment is intended to be utilized for the Hazardous Material spill at issue and only if Lessee's personnel have been trained to respond to the Hazardous Material spill at issue. If Lessee is directed to perform any remedial work under this Article 8.15(B) for which it is later determined that Lessee is not responsible, the Aviation Department shall reimburse Lessee for all costs associated with or arising out of Lessee's performance of such remedial work. Lessee shall cooperate with the Aviation Department in any subsequent effort by the Aviation Department to recover from the responsible parties all costs involved with the remediation effort that utilized Lessee's equipment and personnel. Lessee shall perform all such work in its own name in accordance with applicable laws. Lessee acknowledges that the County's regulatory power in this regard is independent of the County's contractual undertakings herein, and nothing herein shall affect the County's right in its regulatory capacity to impose its environmental rules, regulations, and authorities upon the Lessee in

accordance with the law.

- (C) In the event Lessee fails to perform its obligations in Article 8.15(A) above, and without waiving its rights hereunder, County may, at its option, perform such remedial work as described in Article 8.15(A) above, and thereafter seek reimbursement for the costs thereof. In accordance with this Article 8, Lessee shall permit County or its designated representative access to the Premises areas to perform such remedial activities.
- (D) Whenever County has incurred costs described in this section as a result of the failure of Lessee to perform its obligations hereunder, Lessee shall, within thirty (30) days of receipt of notice thereof, reimburse County for all such expenses together with interest at the rate of 1 ½ % per month on the outstanding balance commencing on the thirty-first date following Lessee's receipt of such notice until the date of payment.
- (E) To the extent of Lessee's responsibility under this Article and without limiting its obligations under any other paragraph of this Agreement, and except to the extent of County's responsibility for environmental conditions set forth in this Article 8, Lessee shall be solely and completely responsible for responding to and complying with any administrative notice, order, request or demand, or any third-party claim or demand relating to potential or actual Hazardous Materials contamination on the Premise. Lessee's responsibility under this paragraph includes but is not limited to responding to such orders on behalf of County and defending against any assertion of County's financial responsibility or individual duty to perform under such orders. Lessee shall assume, pursuant to the indemnity provision set forth in this Article 8, any liabilities or responsibilities which are assessed against County in any action described under this paragraph.

8.16 Dispute Resolution: County and Lessee agree that any dispute between them relating to this Article 8 will first be submitted, by written notice, to a designated representative of both County and Lessee who will meet at County's place of business or other mutually agreeable location, or by teleconference, and confer in an effort to resolve such dispute. Any decision of the representatives will be final and binding on the parties. In the event the representatives are unable to resolve any dispute within ten (10) days after submission to them, either party may refer the dispute to mediation, or institute any other available legal or equitable proceeding in order to resolve the dispute.

8.17 Waiver and Release: Lessee, on behalf of itself and its heirs, successors and assigns, hereby waives, releases, acquits and forever discharges County, its principals, officers, directors, employees, agents, representatives and any other person acting on behalf of the County, and the successors and assigns of any of the preceding, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which Lessee or any its heirs, successors, or assigns now has or which may arise in the future on account of or in any way related to or in connection

with any past, present or future physical characteristic or condition of the Premises, including, without limitation, any Hazardous Material in, at, on, under or related to the Premises, or any violation or potential violation of any Environmental Law applicable thereto; provided, however, this Article 8.17 shall not constitute a waiver or release of any obligation of County under this Article 8. Lessee acknowledges that County would not enter into this Agreement without Lessee's agreement to the waiver and release provided herein.

8.18 No Waiver of Rights Causes of Actions or Defenses. Notwithstanding any language in this Agreement, including without limitation Articles 8.03, 8.04, 8.05, 8.06, 8.14, 8.15 and 8.16, Lessee does not agree to waive or release any rights, causes of action or defenses it may have against Miami-Dade County or any other party related to allegations made by the County in (i) Case No. 01-8758 CA 25 which has been filed by the County in the Florida Circuit Court of the Eleventh Judicial Circuit, and (ii) a letter dated April 9, 2001, to Lessee and others (who are referred to as "responsible parties" or "RPs"). Nothing herein shall be construed to limit or expand upon any releases previously granted to or exchanged between the parties as a result of judgments or settlements obtained in proceedings between the parties, including, without limitation, settlements in bankruptcy or settlements entered under Case No. 01-8758 CA 25 which has been filed by the County in the Florida Circuit Court of the Eleventh Judicial Circuit.

8.19 Surrender of Premises: Lessee shall surrender the Premises used by Lessee to County upon the expiration or earlier termination of this Agreement free of debris, waste, and Hazardous Materials used, stored, or disposed of by Lessee or its agents, employees, contractors, invitees or Trespassers, or otherwise discharged on the Premises or Other Airport Property for which Lessee is responsible during the term of this Agreement. The Premises shall be surrendered in a condition that complies with all applicable Environmental Requirements, and such other reasonable environmental requirements as may be imposed by County. Lessee shall not be responsible under this section 8.19 to the extent of County's obligations under this Article 8.

8.20 Breach: Any breach by Lessee of any provision of this Article 8 shall, after notice and a reasonable opportunity for Lessee to cure, constitute a default of the Agreement and shall entitle County to exercise any and all remedies provided in the Agreement, or as otherwise permitted by law.

8.21 Survivability of Terms: the terms and conditions of this Article 8, including the indemnity, waiver, and release, shall survive the termination of this Agreement.

8.22 Right to Regulate: As provided for in Article 20.12 of this Agreement, nothing within this Article 8 shall be construed to waive or limit, restrain, impair or interfere with the County's regulatory authority.

ARTICLE 9

Indemnification and Hold Harmless; Release of County

(A) Lessee shall indemnify and hold harmless the County and its officers,

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

(B) Lessee releases and holds Lessor harmless for all actions taken by the RER, USB, and MDRF under the Code of Miami-Dade County in regard to the Buildings, common areas, and Premises.

ARTICLE 10 Assignment and Subletting

The Lessee shall not assign, transfer, pledge or otherwise encumber this Agreement, or sublet all or any portion of the Premises, or allow others to use the Premises without the express prior written consent of the Department. As a condition to approving a transaction, Lessor reserves the right to impose a Transfer Fee on any assignment or transfer of this Agreement.

ARTICLE 11 Insurance

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

- (A) Commercial General Liability Insurance on a comprehensive basis, including Contractual Liability, to cover the Lessee's Premises and Operations, in an amount not less than \$5,000,000 combined single limit per occurrence for bodily injury and property damage. The County must be shown as an additional insured with respect to this coverage
- (B) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used by the Lessee in connection with its operations under this Agreement in an amount not less than:

- (1) \$5,000,000 combined single limit per occurrence for bodily injury and property damage.
- (2) \$300,000 combined single limit per occurrence for bodily injury and property damage covering vehicles when being used by the Lessee off of the Air Operations Area ("AOA").
- (C) Pollution Legal Liability Insurance for Lessee's Premises and Other Airport Property in an amount not less than \$2,000,000 per occurrence covering site assessment, site clean-up, third party claims, including, but not limited to governmental claims, legal defense costs, charges and expenses arising from any on-site and off-site loss, damage, expense or claim related to the release or any threatened release of Hazardous Material.
- (D) Workers' Compensation as required by Chapter 440, Florida Statutes.

The insurance coverages required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Lessee under this Agreement. All insurance policies required pursuant to the terms of this Agreement shall be issued in companies approved to do business under the laws of the State of Florida. Such companies must be rated no less than "A-" as to management, and no less than "VII" as to strength in accordance with the latest edition of "Best's Insurance Guide", published by A.M. Best Company, Inc., or its equivalent, subject to approval of the County Risk Management Division.

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

- (A) The Lessee has obtained insurance in the types, amounts and classifications as required for strict compliance with this Article;
- (B) The policy cancellation notification provisions specify at least thirty (30) days advance written notice of cancellation to the County, except with respect to war and allied perils coverage which shall be seven (7) days or such lesser period as is customarily available; and
- (C) The County is named as an additional insured with respect to the Lessee's commercial general liability policies.

On said insurance certificates, unless specifically shown to be excluded thereon, commercial general liability coverage shall include contractual liability, and notification of cancellation shall include notification of material changes in the policies.

The County reserves the right to require the Lessee to provide such reasonably

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amended insurance coverage as it deems necessary or desirable, upon issuance of notice in writing to the Lessee, which notice shall automatically amend this Agreement effective thirty (30) days after such notice.

11.03 Compliance: Compliance with the requirements of this Article 11 (Insurance) shall not relieve the Lessee of its liability under any other portion of this Agreement or any other agreement between the County and the Lessee.

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

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

ARTICLE 12 Use of Public Facilities

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

ARTICLE 13 Termination

13.01 Payment Defaults: Failure of the Lessee to make all payments of rentals, fees and charges required to be paid herein when due shall constitute a default, and the County may, at its option terminate this Agreement after seven calendar days' notice in writing to the Lessee unless the default be cured within the notice period.

13.02 Insurance Defaults: The County shall have the right, upon seven calendar days written notice to the Lessee, to terminate this Agreement if the Lessee fails to provide evidence of insurance coverage in strict compliance with Article 11 hereof prior to commencement of operations, or fails to provide a renewal of said evidence upon its

expiration; provided, however, that such termination shall not be effective if the Lessee provides the required evidence of insurance coverage within the notice period.

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

(A) Failure of the Lessee to comply with any covenants of this Agreement, other than (i) the covenants to pay rentals, fees and charges when due and (ii) the covenants to provide required evidence of insurance coverage whose defaults are subject to Articles 13.01 and 13.02, respectively, or failure of the Lessee to construct new buildings in a timely manner or reconstruct the existing buildings in compliance with the Code Requirements within the time required by any agency having jurisdiction over the buildings on the Premises.

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

(C) Failure of the Lessee to comply with any Environmental Law or Environmental Requirement as those terms are defined in Article 8.01 of this Agreement, or failure of Lessee to comply with its renovation obligations required for the Premises to meet, within the required time period, the 40 year recertification requirement for Building 863.

Lessee acknowledges that (i) the RER, MDRF, or any other agency having jurisdiction over the buildings on the Premises may enforce its requirements against Lessee for Lessee's failure to comply with such requirements, and (ii) such enforcement remedies are in addition to Lessor's right to terminate this Agreement for the reasons stated herein and may justify the termination of this Agreement.

13.04 Habitual Default: Notwithstanding the foregoing, in the event that the Lessee has frequently, regularly or repetitively defaulted in the performance of or breached any of the terms, covenants and conditions required herein to be kept and performed by the Lessee, in the reasonable opinion of the County and regardless of whether the Lessee has cured each individual condition of breach or default as provided in Articles 13.01 (Payment Defaults), 13.02 (Insurance Defaults) and 13.03 (Other Defaults) hereinabove, the Lessee shall be determined by the Director to be an "habitual violator." At the time that such determination is made, the Department shall issue to the Lessee a written notice advising of such determination and citing the circumstances therefor. Such notice shall also advise Lessee that there shall be no further notice or grace periods to correct any subsequent breach(es) or default(s) and that any subsequent breach(es) or default(s), of whatever nature, taken with all previous

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breaches and defaults, shall be considered cumulative and, collectively, shall constitute a condition of noncurable default and grounds for immediate termination of this Agreement. In the event of any such subsequent breach or default, the County may cancel this Agreement upon the giving of written notice of termination to the Lessee, such termination to be effective upon the tenth day following the date of receipt thereof and all payments due hereunder shall be payable to said date, and the Lessee shall have no further rights hereunder.

13.05 Termination by Abandonment: This Agreement shall be automatically terminated upon the abandonment by the Lessee of the Premises or the voluntary discontinuance of operations at the Airport for any period of time exceeding fifteen (15) consecutive calendar days, unless such abandonment or discontinuance has been caused by strike, labor disturbance, acts of God, civil disturbance or governmental order that prevents the Lessee's use of the Premises for the purposes authorized in Article 2 (Use of Premises) hereof. Such termination shall not relieve the Lessee of its rental payment obligation for the remaining term of the agreement nor does it constitute a waiver by the Lessor of its rights to recover damages for rental payments for the remaining term of the agreement and loss of future rentals.

13.06 Actions at Termination:

(A) The Lessee shall vacate, quit, surrender up and deliver the Premises to the County on or before the termination date of this Agreement, whether by lapse of time or otherwise. The Lessee shall surrender the Premises in the condition required under Article 4.03 (Maintenance and Repairs) herein, reasonable wear and tear accepted. All repairs for which the Lessee is responsible shall be completed prior to surrender. The Lessee shall deliver to the Department all keys to the Premises upon surrender. On or before the termination date of this Agreement, except in the instance of termination pursuant to Article 13.05 (Termination for Abandonment), in which event the Lessee shall be allowed up to five (5) calendar days from date of termination, and provided that the Lessee is not in default in the payment of any rentals, fees or charges required to be paid herein, the Lessee shall remove all of its personal property from the Premises. Any personal property of the Lessee not removed in accordance with this Article may be removed by the Department for storage at the cost of the Lessee. Failure on the part of the Lessee to reclaim its personal property within thirty (30) days from the date of termination shall constitute a gratuitous transfer of title thereof to the County for whatever disposition is deemed to be in the best interest of the County.

(B) The Lessee shall, at its expense, take all actions required by Federal, State and local laws, regulations or codes to remove from the Premises any hazardous substance or environmental contaminant, whether stored in drums, or found in vats, containers, distribution pipe lines, or the like. All such substances and contaminants shall be removed by the Lessee in a manner approved and authorized by such Federal, State or local laws, regulations or codes.

(C) If the County advises the Lessee that it has reasonable grounds to believe that any hazardous substance or environmental contaminant has been released within

the Premises or into the ground under the Premises, during the term of this Agreement or during the terms of any prior leases between the Lessee and the County for the same or substantially the same Premises, then the Lessee at its expense shall retain an approved environmental consultant to perform whatever environmental assessment may be required to determine the extent of such release. The Lessee shall comply with the recommendations and conclusions, contingent upon County approval, of such consultant regarding environmental cleanup efforts that may be required, and shall comply with any other clean up requirements imposed on the Lessee by Federal, State or local law, regulations or codes.

13.07 Lien Upon Personal Property: In the event of termination for default or upon termination of this Agreement by its term, the County shall have a lien upon all personal property of the Lessee to secure the payment of any unpaid rentals, fees and charges accruing under the terms of this Agreement.

13.08 Right to Show Premises: At any time after the Lessee has been given notice of termination or default, pursuant to this Article 13 (Termination) or other applicable provisions of this Agreement, the County shall have the right to enter on the Premises for the purpose of showing the Premises to prospective tenants or users.

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

13.10 Other Terminations: This Agreement shall be subject to termination by the County or the Lessee in the event of any one or more of the following:

(A) The permanent abandonment of the Airport.

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

(C) The issuance by any court of competent jurisdiction of any injunction in any way substantially preventing or restraining the use of the Airport, and the remaining in force of such injunction for a period in excess of ninety (90) days.

ARTICLE 14 Special Conditions

14.01 Quality of Services: The Lessee shall furnish the services required and

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

14.02 Nondiscriminatory Prices: The Lessee shall charge fair, reasonable, customary and not unjustly discriminatory prices for each unit of sale or service; provided, however, that the Lessee may make reasonable, customary and nondiscriminatory discounts, rebates or similar types of price reductions to volume purchasers of the Lessee's services.

14.03 County's Obligations: The Lessee, in recognition of the County's obligation, pursuant to Section 22 of Part V of the Federal Aviation Administration's standard grant assurances, to enforce the provisions of Articles 14.01 (Quality of Service) and 14.02 (Nondiscriminatory Prices) above, agrees that the Department may, from time to time, promulgate standards, methods and procedures for and monitor and test the provision of services hereunder and may require the Lessee to provide copies of schedules of service charges and the bases for discounts, rebates and similar types of price reductions. Should the Department determine that the Lessee is not in compliance with the provisions of Articles 14.01 (Quality of Service) and 14.02 (Nondiscriminatory Prices) above, the first such occurrence shall be considered a curable default, pursuant to Article 13.03 (Other Defaults) hereof, and subsequent occurrence(s) shall be considered a material breach of this Agreement, entitling the County to the remedies provided in this Agreement or by law.

ARTICLE 15

Equal Employment Opportunity, Nondiscrimination and Affirmative Action

15.01 Equal Employment Opportunity: In accordance with Title 14 Code of Federal Regulation (CFR) Part 152 (Affirmative Action Employment Program), the Lessee shall not discriminate against any employee or applicant for employment because of age, sex, race, color, religion, marital status, place of birth or national origin, ancestry, in accordance with the Americans with Disabilities Act, discriminate against any otherwise qualified employees or applicants for employment with disabilities who can perform the essential functions of the job with or without reasonable accommodation. The Lessee shall take affirmative actions' to ensure that applicants are employed and that employees are treated during their employment without regard to age, sex, race, color, religion, marital status, place of birth or national origin, ancestry, or disability. Such actions include, but not limited to, the following: Employment, upgrading, transfer or demotion, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training including apprenticeship.

The Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this equal Employment Opportunity clause. The Lessee shall comply with all applicable provisions of the Civil Rights Act of 1964; Executive Order 11246 issued September 24, 1965, as amended by Executive Order 113155, revised Order No. 4 issued December 1, 1951, as amended, and the Americans with Disabilities Act. The

Age Discrimination in Employment Act effective June 12, 1968, Executive Order 13166 issued August 11, 2000, Improving Access to Services for persons with Limited English Proficiency (LEP), the rules, regulations and relevant orders of the Secretary of Labor, Florida Statutes § 112.041, §112.042, §112.043 and the Miami-Dade County Code, Section 11A1 through 13A1, Articles 3 and 4.

The Lessee shall assign responsibility to one of its officials to develop procedures that will assure that the policies of Equal Employment Opportunity and Affirmative Action are understood and implemented.

15.02 Nondiscriminatory Access to Premises: The Lessee, for itself, its sublessees, successors in interest, assigns, and contractors (herein collectively for this Section 15.02 the "Lessee") , as part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in, the use of the Premises and improvements hereunder, (2) that in the construction of any improvements on, over, or under the Premises hereunder, and the furnishing of services therein or thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that the Lessee will use the Premises and improvements in compliance with all other requirements imposed by or pursuant to the List of Nondiscrimination Acts and Authorities attached hereto as an Exhibit R-02.

15.03 Breach of Nondiscrimination Covenants: In the event it has been determined that the Lessee has breached any enforceable nondiscrimination covenants contained in Section 15.01 (Equal Employment Opportunity) and Section 15.02 (Nondiscriminatory Access to Premises) above, pursuant to the complaint procedures contained in the applicable Federal Regulations, and the Lessee fails to comply with the sanctions and/or remedies which have been prescribed, the County shall have the right to terminate this Agreement pursuant to the Termination of the Agreement section hereof.

15.04 Nondiscrimination: During the performance of this Agreement, the Lessee agrees as follows: The Lessee shall, in all solicitations or advertisements for employees placed by or on behalf of the Lessee, state that all qualified applicants will receive consideration for employment without regard to age, sex, race, color, religion, marital status, place of birth or national origin, ancestry physical handicap or disability. The Lessee shall furnish all information and reports required by Executive Order 11246 issued September 24, 1965, as amended by Executive Order 113155, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Lessee books, records, accounts by the County and Compliance Review Agencies for purposes of investigation to ascertain by the compliance with such rules, regulations, and orders. In the event of the Lessee's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, and orders, this Agreement may be canceled, terminated, or suspended in whole or in part in accordance with the Termination of Agreement section hereof and the Lessee may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive

Order 113155 and such sanctions as may be imposed and remedies invoked as provided in Executive Order 113155 and such sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 as amended or by rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

The Lessee will include Section 15.01 Equal Employment Opportunity and Section 15.02 Nondiscriminatory Access to Premises of this Article in the Lessee sub-contracts in excess of \$10,000.00, unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 issued September 24, 1965, as amended by Executive Order 113155, so that such provisions will be binding upon each sub-consultant. The Lessee shall take such action with respect to any sub-contract as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Lessee becomes involved in, or is threatened with, litigation with a sub-consultant as the result of such direction by the County or by the United States, the Lessee may request the United States to enter into such litigation to protect the interests of the United States.

15.05 Disability Nondiscrimination Affidavit: By entering into this Agreement with the County and signing the Disability Nondiscrimination Affidavit, the Lessee attests that this is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Lessee or any owner, subsidiary or other firm affiliated with or related to the Lessee is found by the responsible enforcement officer of the Courts or the County to be in violation of the Act or the Resolution, such violation shall render this Contract terminable in accordance with the Termination of Agreement section hereof. This Contract shall be void if the Lessee submits a false affidavit pursuant to this Resolution or the Lessee violated the Act or the Resolution during the term of this Contract, even if the Lessee was not in violation at the time it submitted its affidavit.

15.06 Affirmative Action/Nondiscrimination of Employment Promotion and Procurement Practices: (County Code Section 2-8.1.5): In accordance with the requirements of County Code Section 2-8.1.5, all firms with annual gross revenues in excess of \$5 million seeking to contract with Miami-Dade County shall, as a condition of award, have a written Affirmative Action Plan and Procurement Policy on file with the County's Department of Procurement Management. Said firms must also submit, as a part of their Lease to be filed with the Clerk of the Board, an appropriately completed and signed Affirmative Action Plan/Procurement Policy Affidavit.

Firms whose Boards of Directors are representative of the population make-up of the nation are exempt from this requirement and must submit, in writing, a detailed listing of their Boards of Directors, showing the race or ethnicity of each board member, to the County's Department of Procurement Management. Firms claiming exemption must submit, as part of their Lease to be filed with the Clerk of the Board, an appropriately completed and signed Exemption Affidavit in accordance with the County Code Section 2-8.1.5. These submittals shall be subject to periodic reviews to assure

that the entities do not discriminate in their employment and procurement practices against minorities and women/owned businesses.

It will be the responsibility of each firm to provide verification of their gross annual revenues to determine the requirement for compliance with the County Code Section. Those firms that do not exceed \$5 million annual gross revenues must clearly state so in their Lease.

ARTICLE 16 Security and Special Provisions

16.01 Security: The Lessee acknowledges and accepts full responsibility for (i) the security and protection of the Premises, any improvements thereon, its equipment and property on the Airport and (ii) all breaches of federal and Lessor security requirements by Lessee's employees or those persons for whom Lessee has responsibility under Article 16.02, and (iii) control of access to the AOA through the Premises by persons and vehicles. The Lessee fully understands and acknowledges that any security measures deemed necessary by the Lessee for the protection of said Premises, equipment and property shall be the sole responsibility of the Lessee and shall involve no cost to the County. Lessee is responsible for compliance by its employees and all others for whom it is responsible with applicable security requirements relating to access, through Lessee's Premises or otherwise, to the AOA or any Security Identification Display Area ("SIDA"). All such security measures by the Lessee shall be in accordance with FAR 107, 49 CFR Part 1542 and the Airport Security Plan.

16.02 Security Identification Display Areas Access - Identification Badges: The Lessee shall be responsible for (i) assuring that all of Lessee's employees, and all employees and persons of entities using the Premises or a SIDA on behalf of Lessee (collectively herein, the "SIDA Users"), have appropriate SIDA Identification Badges and comply with all federal and Lessor security requirements applicable to the Premises and SIDAs, (ii) immediately reporting to MDAD all lost or stolen ID badges of a SIDA User, and (iii) immediately returning the ID badges of any SIDA User that is transferred from the Airport or terminated from the employ of the Lessee or upon termination of this Agreement. Each employee must complete the SIDA training program conducted by the Department, before an ID badge is issued. The Lessee shall pay, or cause to be paid, to the Department any fines or penalties imposed on Lessor for a violation of the security requirements by a SIDA User as well as such nondiscriminatory charges, as may be established from time to time, for lost or stolen ID badges and those not returned to the Department in accordance with this Article. The Department shall have the right to require the Lessee to conduct background investigations and to furnish certain data on such employees before the issuance of ID badges, which data may include the fingerprinting of employee applicants for the badges. All such data shall be stored and maintained by County with appropriate data security measures in place.

16.03 Air Operations Area (AOA) - Driver Training: Before the Lessee shall permit any employee to operate a motor vehicle of any kind or type on the AOA, the

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Lessee shall require such employee to attend and successfully complete the AOA Driver Training Course conducted from time to time by the Department. The privilege of a person to operate a motor vehicle on the AOA may be withdrawn by the Department for any violation of AOA driving rules. Notwithstanding the above, the Lessee shall be responsible for ensuring that all such vehicle operators possess current, valid, appropriate Florida driver's licenses.

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

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

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

- (A) That the Lessee has made a false certification in its execution of the Affidavit submitted or in its annual re-certification as required by the Ordinance;
- (B) That the Lessee has violated its original or renewal certification by failing to carry out any of the specific requirements of the Ordinance, other than the annual re-certification; or

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

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

16.07 Vehicle Permit and Company Identification: Motor vehicles and equipment of the Lessee operating on the AOA must have an official motor vehicle identification permit issued pursuant to Operational Directives of the Department. In addition, company identification must be conspicuously displayed thereon.

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

16.09 AOA - Right to Search: The Lessee agrees that its vehicles, cargo, goods and other personal property are subject to being searched when attempting to enter or leave and while on the AOA. The Lessee further agrees that it shall not authorize any employee or agent to enter the AOA unless and until such employee or agent has executed a written consent-to-search form acceptable to the Department. Persons not executing such consent-to-search form shall not be employed by the Lessee at the Airport, in any job requiring access to the AOA.

It is further agreed that the Department has the right to prohibit an individual, agent or employee of the Lessee from entering the AOA based upon facts which would lead a person of reasonable prudence to believe that such individual might be inclined to engage in theft, cargo tampering, aircraft sabotage or other unlawful activities. Any person denied access to the AOA or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a hearing before the Director of the Department or his authorized designee within a reasonable time. Prior to such hearing, the person denied access to the AOA shall be advised, in writing, of the reasons for such denial.

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

16.10 Right of Flight: There is hereby reserved to the County, its successors

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and assigns, for the use and benefit of the County and the public, a right of flight for the passage of aircraft in the air space above the surface of the premises herein leased, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said air space for landing at, taking off from or operating on Miami International Airport.

16.11 Height Restrictions: The Lessee expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the leased premises to such a height so as to comply with Federal Aviation Regulations, Part 77 and with the Code of Miami-Dade County, whichever is more restrictive.

ARTICLE 17 Control of Employees

17.01 Control of Employees: Lessee shall properly control the actions of its employees at all times that said employees are working on the Airport, ensuring that they present a neat appearance and discharge their duties in a courteous and efficient manner and that they maintain a high standard of service to the public.

17.02 Lessee's Responsibility for Employee's Violations: In the event the Lessee is in default of the covenants of Article 17.01 (Control of Employees) for failure to properly control its employees or by permitting its employees to improperly use the facilities by the County, the Department shall have the right to require the Lessee to conduct an investigation into any claimed violation of the covenants; if such investigation substantiates a violation, Lessee agrees to administer the appropriate discipline up to and including discharge of the offending employee.

ARTICLE 18 Civil Actions

18.01 Governing Law; Venue: This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The venue of any action on this Agreement shall be laid in Miami-Dade County, Florida, and any action to determine the rights or obligations of the parties hereto shall be brought in the federal or state courts located in Miami-Dade County.

18.02 Notice of Commencement of Civil Action: In the event that the County or the Lessee commence a civil action where such action is based in whole or in part on an alleged breach of this Agreement, the County and the Lessee agree the service of process shall be made pursuant to the rules of Civil Procedure in the court in which the action has been filed.

18.03 Registered Office/Agent; Jurisdiction: Notwithstanding the provisions of Article 18.02 (Notice of Commencement of Civil Action), and in addition thereto, the Lessee, if a corporation, shall designate a registered office and a registered agent, as required by Section 48.091, Florida Statutes, such designations to be filed with the

Florida Department of State in accordance with Section 607.0501, Florida Statutes. If the Lessee is a natural person, he and his personal representative hereby submit themselves to the jurisdiction of the Courts of this State for any cause of action based in whole or in part on an alleged breach of this Agreement.

ARTICLE 19
Trust Agreement

19.01 Incorporation of Trust Agreement by Reference: Notwithstanding any of the terms, provisions and conditions of this Agreement, it is understood and agreed by the parties hereto that, to the extent of any inconsistency with or ambiguity relating to the terms and conditions of this Agreement, and the level of rents, fees or charges required hereunder and their periodic modification or adjustment as may be required by the Amended and Restated Trust Agreement dated as of December 15, 2002, by and among the County and the JP Morgan Chase Bank as Trustee and the Wachovia Bank, National Association as Co-trustee (the "Trust Agreement"), shall prevail and govern at all times during the term of this Agreement. Copies of the Trust Agreement are available for inspection in the offices of the Department during normal working hours.

19.02 Adjustment of Terms and Conditions: If, at any time during the term of this Agreement, a Federal agency or court of competent jurisdiction shall determine that any of the terms and conditions of this Agreement, including the rentals, fees and charges required to be paid hereunder to the County by the Lessee or by other Lessees under other Agreements of the County for the lease or use of facilities used for similar purposes, are unjustly discriminatory, the County shall have the right to modify such terms and conditions and to increase or otherwise adjust the rentals, fees and charges required to be paid under this Agreement in such a manner as the County shall determine is necessary and reasonable so that the rentals, fees and charges payable by the Lessee and others shall not thereafter be unjustly discriminatory to any user of like facilities and shall not result in any violation of the Trust Agreement or in any deficiency in revenues necessary to comply with the covenants of the Trust Agreement. In the event the County has modified the terms and conditions of this Agreement, including any adjustment of the rentals, fees and charges required to be paid to the County pursuant to this provision, this Agreement shall be amended to incorporate such modification of the terms and conditions including the adjustment of rentals, fees and charges upon the issuance of written notice from the Department to the Lessee.

19.03 Lessee Right to Terminate: In the event the terms and conditions of this Agreement, including the rentals, fees and charges payable hereunder, have been substantially modified pursuant to Article 19.02 (Adjustment of Terms and Conditions) above, the Lessee, at any time within one year following the effective date of such modification may terminate this Agreement by giving ninety (90) days written notice to the County, without liability by any party to any other party.

ARTICLE 20
Other Provisions

20.01 No Representation: The County makes no representation, warranty, guarantee, or averment of any nature whatsoever concerning the physical condition of the Premises, and it is agreed that the County will not be responsible for any loss, damage or costs which may be incurred by the Lessee by reason of any such physical condition, except as to costs agreed to be reimbursed by County under Article 5.06.

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

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

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

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

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

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

As to the County or Aviation Department:

Director
Miami-Dade County Aviation Department
Post Office Box 025504
Miami, Florida 33152-5504;

As to the Lessee:

Chief Executive Officer
AeroThrust Holdings, LLC
P.O. Box 522236
Miami, FL 33152;

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

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

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

20.10 Rights to be Exercised by Department: Wherever in this Agreement rights are reserved to the County, such rights may be exercised by the Department.

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

20.12 Right to Regulate: Nothing in this Agreement shall be construed to waive or limit the governmental authority of the County, as a political subdivision of the State of Florida, to regulate the Lessee or its operations. Notwithstanding any provision of this Agreement, nothing herein shall bind or obligate the County, the Zoning Appeals Board, the Building and Zoning Department (as it may be renamed from time to time), the Planning Department, or any department, board or agency of the County, to agree to any specific request of the Lessee that is related in any way to the regulatory or

quasi-judicial power of the County; and the County shall be released and held harmless by the Lessee from any liability, responsibility, claims, consequential damages or other damages, or losses resulting from the denial or withholding of such requests; provided, however, that this provision shall not preclude any appeal from County action wherein the sole remedy sought is reversible of the County's action or injunctive relief; nor shall it preclude any action based on the County's bad faith, capricious behavior or arbitrary action.

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

20.14 Inspections: The authorized employees and representatives of the County and of any applicable Federal or State agency having jurisdiction hereof shall have the right of access to the Premises at all reasonable times for the purposes of inspection and testing to determine compliance with the provisions of this Agreement. This right of inspection and testing shall impose no duty on the County to inspect and shall impart no liability upon the County should it not make any such inspections.

20.15 Payment of Taxes: The Lessee shall pay all taxes and other costs lawfully assessed against its leasehold interests in the Premises, its improvements and its operations under this Agreement; provided, however, the Lessee shall not be deemed to be in default of its obligations hereunder for failure to pay such taxes pending the outcome of any legal proceedings instituted to determine the validity of such taxes. Failure to pay the taxes upon the adverse ultimate conclusion of such legal proceedings against the Lessee shall constitute a default pursuant to Article 13.03 (Other Defaults).

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

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

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

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20.18 Destruction of Premises: In the event the Premises shall be destroyed or damaged or injured by fire, windstorm, flood or other casualty, Lessee shall have the following obligations, at the sole discretion of Lessor:

(A) Lessee at its sole cost shall cause the destroyed or damaged Premises to be promptly repaired or rebuilt to comply with the Code Requirements. Lessor in its sole discretion may agree that Lessee may repair or rebuild the Premises to a condition other than the original configuration, size, or function of the damaged or destroyed Premises. Lessee shall continue to be liable for payment of land and pavement rent while the repairs or rebuilding efforts are underway, and for payment of any portion of the Premises that Lessee is able to occupy; or

(B) If the damage or destruction is so great that repair or rebuilding is impracticable, or if the lease term remaining on this Agreement is not sufficient to reasonably allow the repair or rebuilding to occur or allow Lessee a reasonable period of time in which to make use of the repaired or rebuilt facility, Lessor may but is not required to allow Lessee to cause the remainder of the premises to be demolished and the land restored to a condition that allows new construction to occur in the future. This Agreement shall continue in effect until Lessor's Consulting Engineer determines that the land restoration work is completed, at which time this Agreement shall stand terminated except as to any liability that arose prior to the date of termination. Lessee shall continue to pay land and pavement rent until such termination date, as well as building rent for any portion of the Premises that is occupied by Lessee.

(C) Nothing in this Article 20.18 shall preclude Lessor from exercising whatever rights and remedies are provided by law against Lessee or Lessee's insurance carriers for such casualty.

20.19 Quiet Enjoyment: Subject to the terms of this Agreement, specifically including, but not limited to, environmental remediation steps to be taken under Article 8, the County's right and obligation to make certain repairs, alterations, and additions under Articles 5 (Maintenance by County) and 20.09 (Rights of County at Airport), which, for purposes of this clause, includes any and all demolition, in whole or in part, of buildings and runways, and roadway systems on or off the Airport, and the reservation of easement rights to the airspace under Article 16.10 (Right of Flight), all of which provisions and others in this Agreement, the Lessee acknowledges may cause disruption and disturbance to the Lessee, and upon the observance by the Lessee of all the terms, provisions, covenants, and conditions imposed upon the Lessee hereunder, the Lessee shall peaceably and quietly hold and enjoy the Premises for the term of this Agreement; provided, however, that the County shall not be liable for any violation of this clause or for any disturbance or disruption in or to the Lessee's business, for acts or omissions of tenants, users of the Airport, third-parties or when any department or agency of the County is acting in its governmental capacity or by Acts of God.

20.20 Interpretation of Agreement: This Agreement is the result of negotiation between the parties hereto and has been typed/printed by one party for the convenience of both parties, and the parties covenant that this Agreement shall not be

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construed in favor of or against any of the parties hereto.

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

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

BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA

By: _____
Mayor or Designee

ATTEST: Harvey Ruvin, Clerk

By: _____
Deputy Clerk
(SEAL)

SWORN AND SUBSCRIBED BEFORE ME THIS 2 DAY OF FEBRUARY 2018
By CLAUDIA AGAS MANAGER
SONIA SANCHEZ MANAGER
ANTONIO NEUMAN MANAGER

AEROTHRUST HOLDINGS, LLC

By: Claudia Agas
Managing Member

Print Name

By: Sonia Sanchez
Managing Member

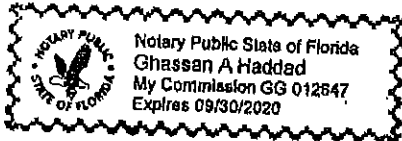
SONIA SANCHEZ
Print Name

By: [Signature]
Managing Member

Antonio Neuman
Print Name Manager

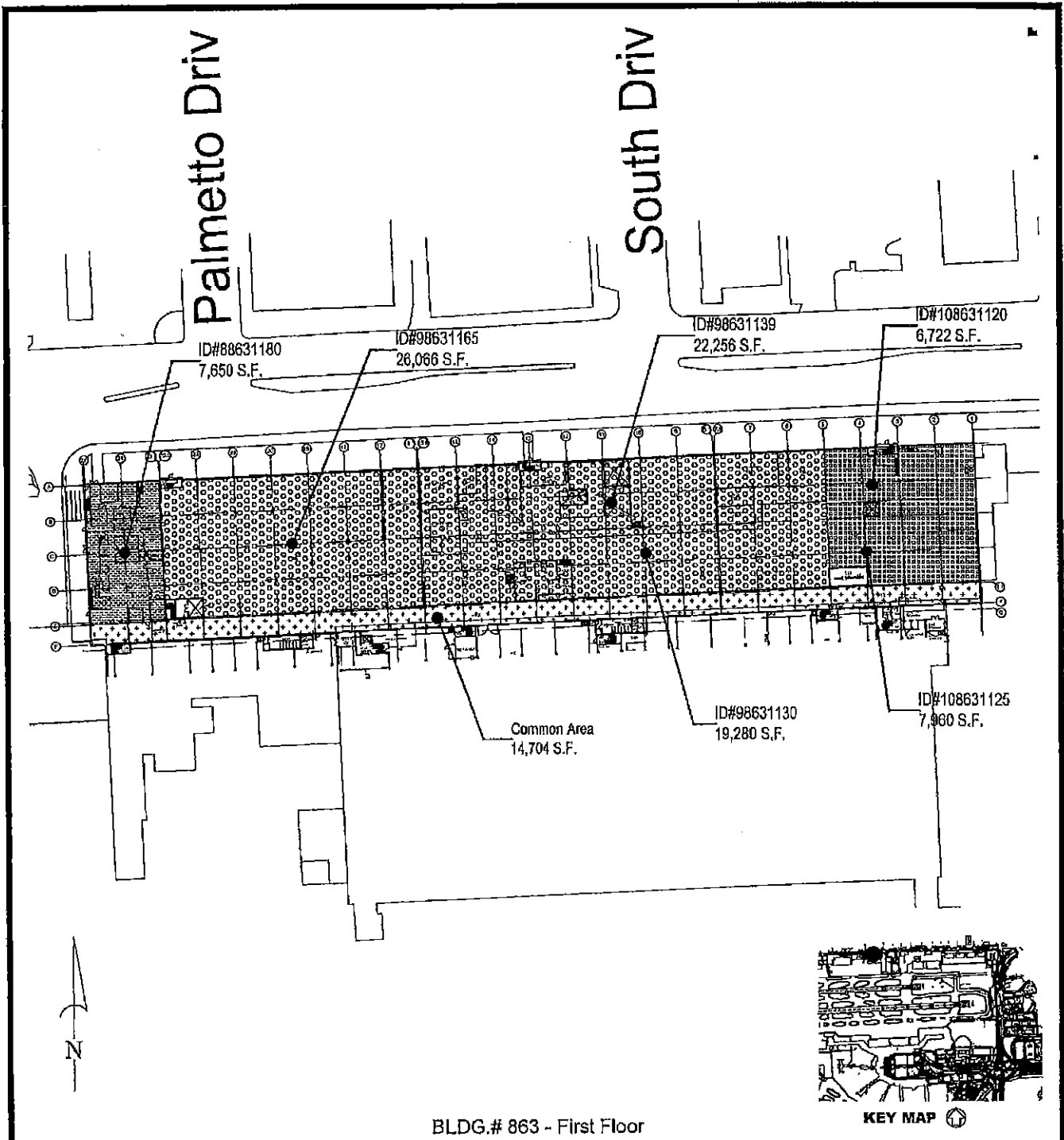
PERSONALLY KNOWN BY ME

Ghassan A Haddad



(COMPANY SEAL)





BLDG.# 863 - First Floor

KEY MAP

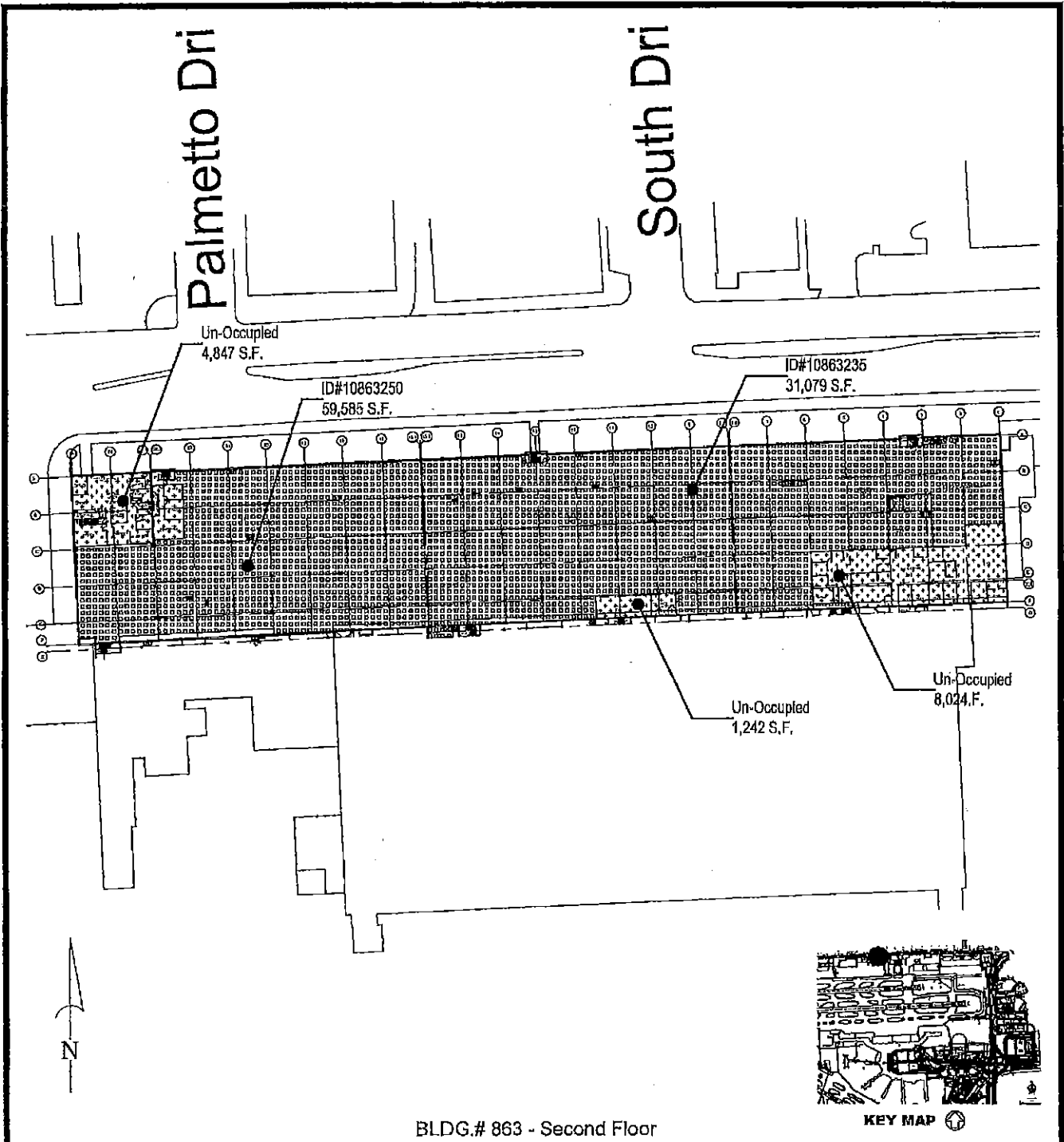
CODE:	SPACE CLASS	SQ. FT.
	A/C Storage	67,602
	NON A/C Storage	14,681
	A/C Office space	7,650
	Common Area	14,704
		<hr/> 104,637

MIAMI DADE
 AVIATION DEPARTMENT
 MIAMI INTERNATIONAL AIRPORT



EXHIBIT A
AEROTHRUST HOLDINGS
LLC DBA AEROTHRUST

SCALE: N.T.S. FILE #: 2184 DATE: 7/01/2017

62



BLDG.# 863 - Second Floor

CODE:	SPACE CLASS	SQ. FT.
	NON A/C Storage	90,664
	Un-Occupied	14,113
		104,777

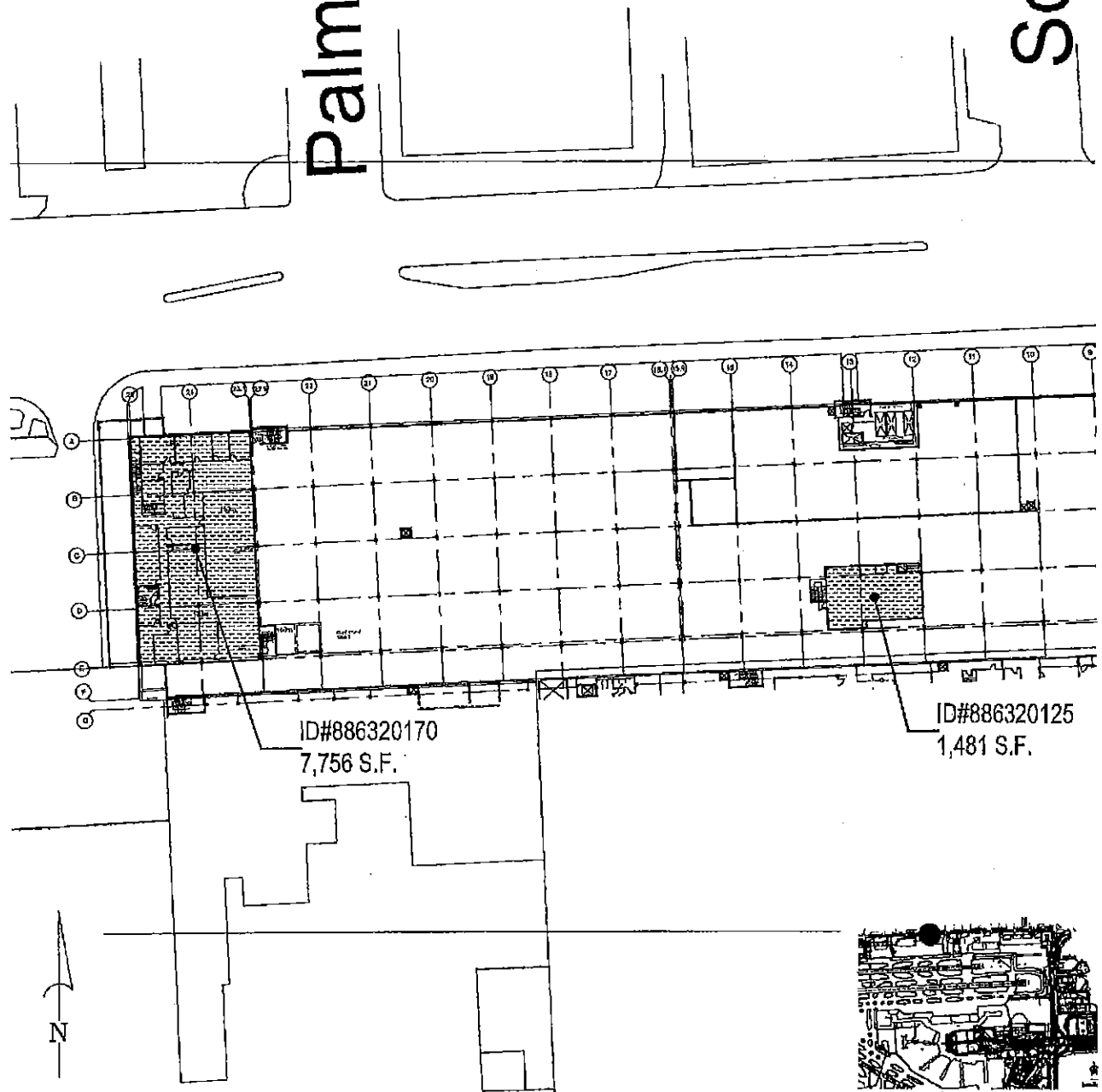
MIAMI DADE
 AVIATION DEPARTMENT
 MIAMI INTERNATIONAL AIRPORT

EXHIBIT B-1
AEROTHRUST HOLDINGS
LLC DBA AEROTHRUST

SCALE: N.T.S. FILE #: 4368 DATE: 7/01/2017

Palmet

Sou




ID#886320170
7,756 S.F.

ID#886320125
1,481 S.F.

BLDG.# 863 - Mezzanine Floor

KEY MAP

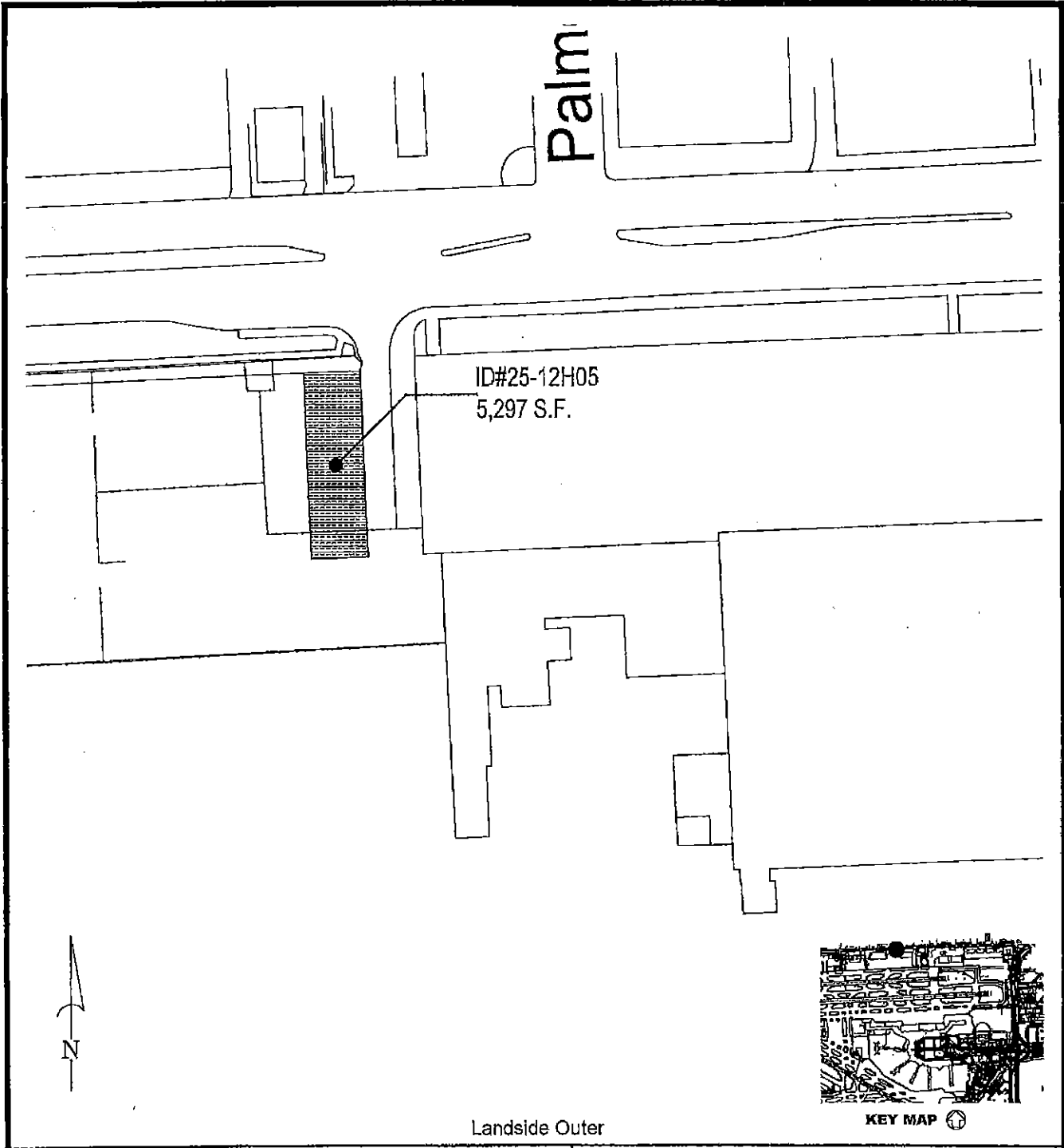
CODE:	SPACE CLASS	SQ. FT.
	A/C Office space (unoccupied)	9,237

MIAMI DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

EXHIBIT B
AEROTHRUST HOLDINGS
LLC DBA AEROTHRUST

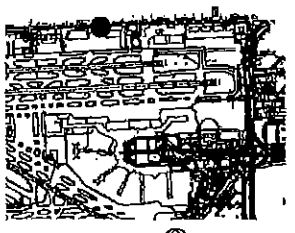
SCALE: N.T.S. FILE #: 7239 DATE: 7/01/2017

64




Palm

ID#25-12H05
5,297 S.F.



KEY MAP

Landside Outer

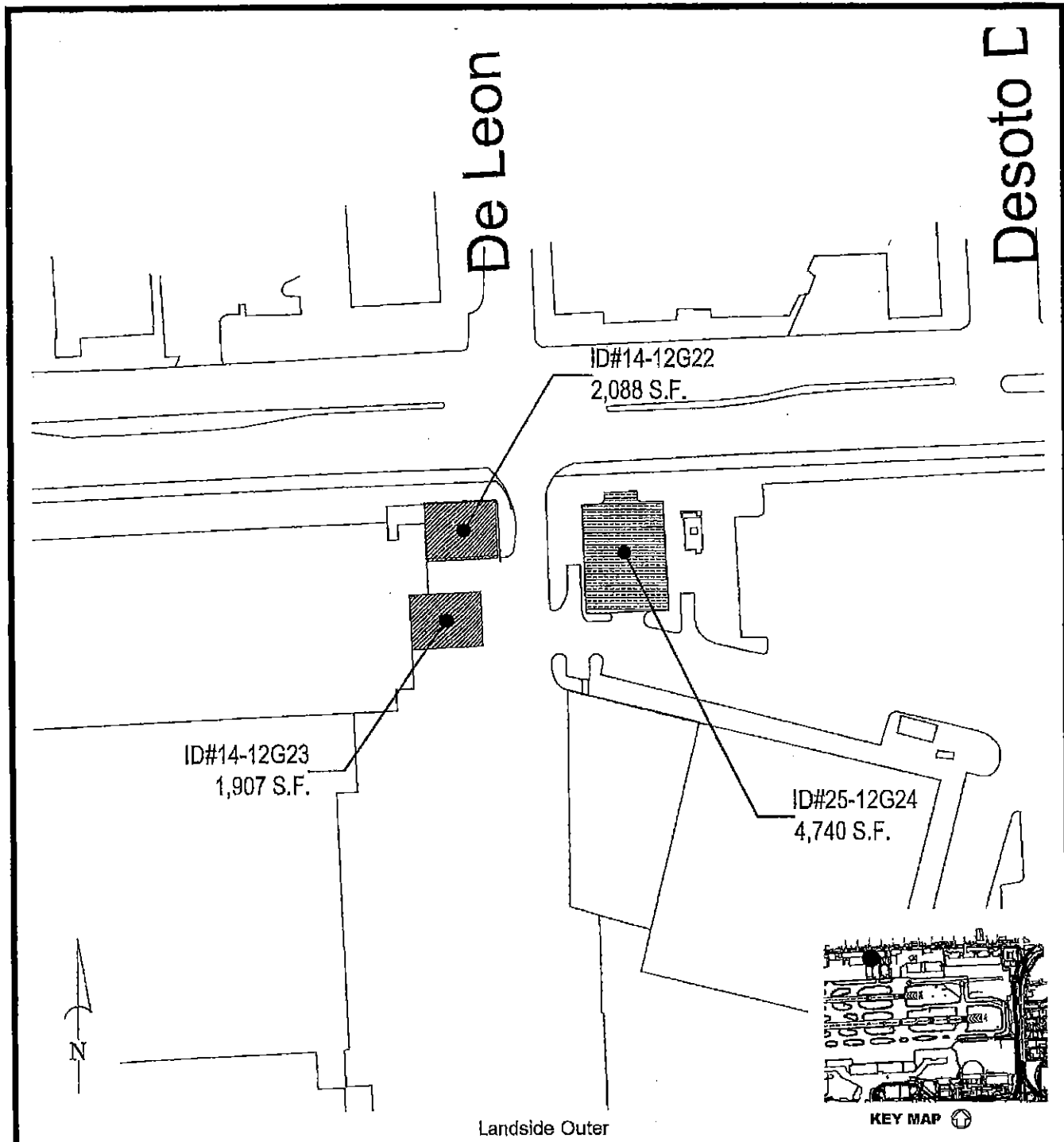
CODE:	SPACE CLASS	SQ. FT.
	Landside Vehicular Pavement	5,297
		5,297



MIAMI DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

EXHIBIT P
AEROTHRUST HOLDINGS
LLC DBA AEROTHRUST

SCALE: 1" = 100' FILE #: 2228 DATE: 7/01/2017

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CODE:	SPACE CLASS	SQ. FT.
	Landside Vehicular Pavement	4,740
	Loading Platform space	3,995
		8,735

MIAMI DADE
 AVIATION DEPARTMENT
 MIAMI INTERNATIONAL AIRPORT

EXHIBIT P-1
AEROTHRUST HOLDINGS
LLC DBA AEROTHRUST

SCALE: 1" = 100' FILE #: 7710 DATE: 7/15/2017

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EXHIBIT R-02

FAA List of Non-Discrimination Federal Statutes

A6.3.6 Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).