

MEMORANDUM

Agenda Item No. 8(A)(1)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: May 4, 2021

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving Airline
VIP Club Lease Agreement
between American Airlines,
Inc. and Miami-Dade County
for the construction, expansion,
and lease of VIP Club space at
Miami International Airport
North Terminal Gates D-15 and
D-30 retroactive to December 1,
2016 for a term of 10 years and
an annual rental amount of
\$5,545,772.19 in the initial year
and adjusted each year thereafter
in accordance with Resolution
No. R-1054-90, commencing
upon the completion of
construction and expansion;
authorizing the County Mayor
to execute same and exercise
all rights conferred therein,
including termination and to
perform all acts necessary to
effectuate same; and directing
the County Mayor to provide
the County Property Appraiser
a copy of said Lease

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



Geri Bonzon-Keenan
County Attorney

GBK/smm

Memorandum



Date: May 4, 2021

To: Honorable Chairman Jose “Pepe” Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor 

Subject: Resolution Approving American Airlines Airline VIP Club Lease Agreement
Retroactive to December 1, 2016

Recommendation

It is recommended that the Board of County Commissioners (Board) adopt the attached resolution approving a retroactive lease agreement entitled: “Airline VIP Club Lease Agreement” at Miami International Airport (MIA) between American Airlines, Inc. (AA) and Miami-Dade County with a 10-year term and a five-year renewal option; and authorizing the County Mayor or County Mayor’s designee to execute same and to exercise any and all other rights conferred therein.

On March 13, 2019, the Airline VIP Club Lease Agreement (Club Lease Agreement) was heard at the Tourism and Ports Committee. Essentially, the Club Lease Agreement authorizes AA to continue to lease two VIP Clubs at Gates D-15 and D-30 that AA is currently operating in MIA’s North Terminal, and to construct other improvements in addition to those already completed that expanded the square footage of both VIP Clubs. At the request of the Miami-Dade Aviation Department (MDAD or Department), the Club Lease Agreement agenda item was deferred to “no date certain” at the April 9, 2019, Board meeting. The deferral allowed MDAD to revise certain terms and conditions and to make the effective date of the Club Lease Agreement retroactive to December 1, 2016. By doing so, MDAD is able to align the commencement date of this Club Lease Agreement with the expiration date (November 30, 2016) of the preceding lease agreement for the same VIP Clubs.

The most significant revisions made to the Club Lease Agreement include: (1) a retroactive effective date to December 1, 2016; and (2) the addition of language related to Miami-Dade County’s Code requirements relevant to Art in Public Places, Responsible Wages, and Residents First Training and Employment Program as specified in Sections 2-11.15, 2-11.16, and 2-11.17 of the Code, respectively, and Implementing Order 3-24, which details the County’s requirements pertaining to Responsible Wages and Benefits for County Construction into MDAD’s internal Tenant Airport Construction Program form, a copy of which has been added as an exhibit to the Club Lease Agreement.

Scope

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

Delegation of Authority

Under the terms and conditions of this Club Lease Agreement, the County Mayor or County Mayor’s designee has the authority to exercise all termination rights conferred therein.

Fiscal Impact/Funding Source

There is a positive fiscal impact to the County. AA and the County have agreed to honor the terms and conditions of the preceding lease agreement on a month-to-month basis until this Club Lease Agreement is approved by the Board. As such, upon Board approval of this Club Lease Agreement, MDAD will bill AA retroactively from December 1, 2016 to February 28, 2021 in the approximate lump sum amount of \$6,749,755.69 (plus applicable taxes), which charges have been broken down in Table A as shown below. This retroactive amount consists of annual rental charges for the additional square footage added to both VIP Clubs in the Club Lease Agreement including the initial annual rental rate of \$5,545,772.19, and subsequent annual rental amounts adjusted each year thereafter on October 1 of each year or on any other date set by the Board. More specifically, the retroactive lump sum amount of \$6,749,755.69 includes: (i) rental charges for the addition of 1,312 square feet to the VIP Club at Gate D-15 effective December 1, 2016 as renovations were completed on September 30, 2016. The rental charges due from October 1, 2016 through November 30, 2016 were billed under the preceding lease agreement in the total amount of \$31,117.28 (plus applicable taxes); and (ii) rental charges for the addition of 16,107 square feet to the VIP Club at Gate D-30 effective August 8, 2018 as renovations were completed on August 7, 2018.

Table A.

AA VIP Club	12/01/16 to 09/30/17	10/01/17 to 09/30/18	10/01/18 to 09/30/19	10/01/19 to 9/30/20	10/1/20 to 02/28/21
Gate D-15	\$155,586.38	\$189,366.55	\$ 193,017.30	\$ 204,012.50	\$ 933,318.26
Gate D-30		\$329,037.03*	\$2,268,391.44	\$2,397,610.00	\$ 79,416.24
Total:	\$155,586.38	\$518,403.58	\$2,461,408.74	\$2,601,622.50	\$1,012,734.50

*- this number represents rental charges as of August 8, 2018, the day after construction was completed for the VIP Club at Gate D-30.

By way of this Club Lease Agreement, AA agrees to pay to the County the approximate lump sum amount of \$6,749,755.69 (plus applicable taxes) for additional rental charges due from December 1, 2016 through February 28, 2021. AA has also agreed to pay monthly rental charges accrued thereafter for the additional square footage added to both Gates D-15 and D-30 until this Club Lease Agreement is fully executed by the County and AA. MDAD estimates that AA will pay the County a minimum of \$75.6 million throughout the 10-year lease term. This estimate is based on accruals of \$26.9 million from December 1, 2016 through FY 2019-2020, and projections of \$48.7 million from FY 2020-2021 through termination on November 30, 2026, using the current annual rental amount of \$7,901,390.79 for both VIP Clubs.

The annual rental amount excludes other payments made to the County, including 18 percent of the monthly gross revenues generated from liquor sales, and 10 percent of the monthly gross revenues generated from the sale of all other amenities such as VIP room rentals. Additionally, AA pays a 35 percent opportunity fee for non-member passengers who purchase a day pass to the VIP Clubs.

Track Record/Monitor

MDAD’s Chief of North Terminal Real Estate, Audwyn Francis, will monitor this Club Lease Agreement.

Background

In 2006 and 2011, as authorized by Resolution No. R-487-93, MDAD and AA entered into two separate sequential five-year lease agreements through which AA leased a total of 42,716 square feet of space

for the operation of two VIP Clubs located at Gates D-15 and D-30 in MIA’s North Terminal. Among other things, both lease agreements authorized the construction of improvements to the VIP Clubs if such improvements were endorsed by the Department.

The VIP Club at Gate D-15 is one of the most popular clubs in the One World Network. It drew approximately 4.5 million visitors during its first five years in operation and its 13,237 square-foot premises was consistently at maximum capacity, which prompted AA to lease overflow space outside the Club. The VIP Club at Gate D-30 that had a 29,479 square-foot premise was experiencing the same overcrowding issues. As a result of diminished customer satisfaction at both VIP Clubs, in 2009, AA approached MDAD to discuss expanding and upgrading both VIP Clubs. MDAD approved AA’s renovation plans; however, for operational reasons, AA delayed constructing the planned improvements. In October 2015, construction began for the Gate D-15 Club, and in February 2016 for the Gate D-30 Club.

Although the 2011 five-year lease agreement expired on November 30, 2016, as mentioned previously, AA and the County have agreed to honor the terms and conditions of the five-year lease agreement on a month-to-month basis until this Club Lease Agreement is approved by the Board. As authorized by MDAD, AA renovated both VIP Clubs and completed construction of the Club at Gate D-15 on September 30, 2016. The square footage was increased from a total of 13,237 square feet to 14,549 square feet. On August 7, 2018, the improvements to VIP Club D-30 were completed, increasing the square footage from a total of 29,479 square feet to 45,586 square feet. Both VIP Clubs were upgraded to provide a more elegant and modern customer experience. The VIP Club at D-30 was upgraded to a Miami Flagship Lounge, which is reserved for AA’s high-end customers and its One World premier passengers.



Jimmy Morales
Chief Operations Officer



MEMORANDUM
(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: May 4, 2021

FROM: 
Gen Bonzon-Keenan
County Attorney

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

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(A)(1)
5-4-21

RESOLUTION NO. _____

RESOLUTION APPROVING AIRLINE VIP CLUB LEASE AGREEMENT BETWEEN AMERICAN AIRLINES, INC. AND MIAMI-DADE COUNTY FOR THE CONSTRUCTION, EXPANSION, AND LEASE OF VIP CLUB SPACE AT MIAMI INTERNATIONAL AIRPORT NORTH TERMINAL GATES D-15 AND D-30 RETROACTIVE TO DECEMBER 1, 2016 FOR A TERM OF 10 YEARS AND AN ANNUAL RENTAL AMOUNT OF \$5,545,772.19 IN THE INITIAL YEAR AND ADJUSTED EACH YEAR THEREAFTER IN ACCORDANCE WITH RESOLUTION NO. R-1054-90, COMMENCING UPON THE COMPLETION OF CONSTRUCTION AND EXPANSION; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE ALL RIGHTS CONFERRED THEREIN, INCLUDING TERMINATION AND TO PERFORM ALL ACTS NECESSARY TO EFFECTUATE SAME; AND DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO PROVIDE THE COUNTY PROPERTY APPRAISER A COPY OF SAID LEASE

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

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

Section 1. Approves Airline VIP Club Lease Agreement between American Airlines, Inc. and Miami-Dade County for the lease of VIP Club space at Miami International Airport North Terminal Gates D-15 and D-30 retroactive to December 1, 2016 for a term of 10 years and an annual rental amount of \$5,545,772.19 for the initial year and adjusted each year thereafter in accordance with Resolution No. R-1054-90, in substantially the form attached hereto and made a part hereof.

Section 2. Authorizes the County Mayor or County Mayor’s designee to execute the Airline VIP Club Lease Agreement for and on behalf of Miami-Dade County, exercise any and all other rights conferred therein, and perform all acts necessary to effectuate same.

Section 3. Directs the County Mayor or County Mayor’s designee to provide the County Property Appraiser a copy of said lease in accordance with Resolution No. R-791-14.

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

- | | |
|---------------------------------------|------------------------|
| Jose “Pepe” Diaz, Chairman | |
| Oliver G. Gilbert, III, Vice-Chairman | |
| Sen. René García | Keon Hardemon |
| Sally A. Heyman | Danielle Cohen Higgins |
| Eileen Higgins | Joe A. Martinez |
| Kionne L. McGhee | Jean Monestime |
| Raquel A. Regalado | Rebeca Sosa |
| Sen. Javier D. Souto | |

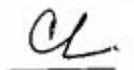
The Chairperson thereupon declared this resolution duly passed and adopted this 4th day of May, 2021. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by 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.



Cynji A. Lee

Lease No. X-9442
Cust. No. AMAX
Doc. Name AMAX9442.MTL

MIAMI INTERNATIONAL AIRPORT

AIRLINE VIP CLUB

LEASE AGREEMENT

THIS AIRLINE VIP CLUB LEASE AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida ("County") and **AMERICAN AIRLINES, INC.**, a Delaware Corporation authorized to do business in the State of Florida ("Lessee").

WHEREAS, Lessee desired to renovate and improve its VIP Clubs located at Gate D-15 and Gate D-30 in North Terminal of Miami International Airport, and requested and received approval from Lessor in or around December 2009 for such renovations under its then existing Terminal Building Lease Agreement (TBLA), which was entered into on June 1, 2006; and

WHEREAS, Lessee, for operational reasons, put the improvements on hold from 2009;

WHEREAS, after the aforementioned TBLA expired on May 31, 2011, Lessee remained in "holdover status" until the parties entered into a new five-year TBLA on December 1, 2011, and Lessee recommenced its plan to renovate the VIP Clubs, which due to Lessee's changing needs included expanding the scope of improvements to both VIP Clubs; and

WHEREAS, Lessor desires in this Agreement to reflect Lessee's ongoing renovation and expansion of the scope of improvements to both VIP Clubs, its intent to continue to occupy the premises noted above and Lessor's approval of such improvements under the conditions set forth herein; and

WHEREAS, the existing TBLA expired on November 30, 2016, and this Agreement shall retroactively become the sole operating agreement for both VIP Clubs; and

NOW THEREFORE, in consideration of the Premises and for other good and valuable consideration, the sufficiency and receipt of which are acknowledged by the parties, the parties agree as follows:

ARTICLE 1
Premises and Term

1.01 Premises as Initially and Subsequently Configured:

A. The Premises leased herein consist of two VIP Clubs located at Gate 15 and Gate 30 of Concourse D in the North Terminal Building ("North Terminal") at Miami International Airport ("Airport") (the "Premises"), and are described on Schedule I (Description of Premises) at Tab A (entitled "Premises") and Schedule II (Rentals Calculation) at Tab B and shown as Exhibits at Tab C, all of which Tabs, Schedules and Exhibits are attached hereto and made a part hereof and further identified by Miami-Dade Aviation Department ("Department") Identification Number(s) ("ID#") as listed on Schedule I.

B. The Premises do not include the Public Facilities Lessee is entitled to use under Article 12 of this Lease to make use of Public Facilities on a common use basis. The Premises as defined herein are leased to the Lessee on an exclusive basis.

C. Lessee shall have the right, but not the obligation, to construct the improvements associated with the D-15 Club (the "Expanded D-15 Club Premises") and the D-30 Club Premises (the "Expanded D-30 Club Premises") as TAC-N Projects, both of which projects shall be subject to approval of the Department. Upon completion of the Expanded D-15 Club Premises and the Expanded D-30 Club Premises, to the extent Lessee chooses to engage in such construction for either club, and upon submission of the as-built drawings for such revised club Premises as approved by the Department, the Premises hereunder shall be the Premises reflected in the revised Tabs, Schedules and Exhibits associated with the Expanded D-15 Club Premises and Expanded D-30 Club Premises.

1.02 Term: The County hereby leases to the Lessee, and the Lessee hereby leases from the County, effective on December 1, 2016, for a term of 10 years with one option to renew for a term of 5 years, cancelable by either party, at any time, upon not less than 90 days' written notice to the other party, the Premises as shown at Tab C, attached hereto. Lessee acknowledges that its lease and use of the specific Premises hereunder shall not constitute an asset that can be assigned, sublet, sold, transferred, conveyed or bartered to any other party, except as provided in Article 10, and that such lease and lease rights shall not constitute an asset of the Lessee for purposes of any commercial transaction or any bankruptcy proceedings.

1.03 Construction of Improvement: Lessee shall be entitled to construct the improvements to the Premises in the manner and to the extent desired by Lessee; provided, however, all design and construction (the "Work") must be approved by the Department. Such Work shall be Lessee's exclusive obligation to perform and Lessor shall have no obligation to perform any portion of such Work or to pay for any costs associated with such Work. All Work shall be performed in full compliance with Lessor's Tenant Airport Construction/Non-Reimbursable requirements ("TAC-N") as they may be amended from time to time. The TAC-N requirements are attached hereto as Exhibit Y to the Lease. If Lessee fails to complete any portion of the Work, Lessee shall be solely responsible for removal of

the uncompleted Work and restoration of the Premises to a condition that existed prior to commencement of such Work.

1.04 Relocation or Modification of Premises at the Request of Lessor:

(A) The Premises are subject to relocation, modification, or deletion in accordance with policies of the Department affecting adequacy or utilization of space by aeronautical tenants in the Terminal Building issued by the Department from time to time. Any relocation, modification or deletion of the Premises shall require ninety (90) days written notice to Lessee by the Department, following which notices Schedules I (Premises Description) and II (Rentals Calculation) attached to this Agreement shall be administratively revised by the Department to reflect such relocation, modification, or deletion. Relocated space may not be similar in size or configuration to the Premises leased herein. However, the Department shall use its best efforts to try to provide adequately sized and located relocated space, based on the Lessee's then current level of activity and the availability of space within the Terminal Building.

(B) In the event it is necessary to relocate the Lessee to substitute premises (other than the responsibilities for the relocation moves discussed in (C) of this Article 1.04) because of the Department's request or because of the Department's policies, needs or programs, the Department shall be responsible for payment of Lessee's relocation costs, including reasonable moving costs and unamortized improvement cost by the Lessee prorated over the remaining term of the lease, or additional years, if applicable. The Department and Lessee shall consult to determine how the relocation shall occur. The Department and Lessee shall determine whether work related to such relocation shall be authorized to be performed by the Lessee, subject to Lessee's acceptance of reimbursement or rental credit pursuant to the provisions of County Ordinance No. 95-64, codified as Section 2-285 of the County Code, as such ordinance may be amended from time to time. In the event it is determined that the Lessee shall perform the work, this Agreement shall be amended by a Supplemental Agreement which shall provide the conditions under which the work is to be performed and the method of reimbursement.

(C) If the Lessee is relocated at its request or for its airline or business benefit, such as to provide comparable or more space or to locate it near another airline with which it has a marketing, code sharing, corporate interrelationship or like arrangement, the relocation costs shall be the sole responsibility of the Lessee. If the relocation is for the mutual benefit of both the Lessee and the Department, the parties shall attempt to agree to a mutually acceptable cost sharing arrangement.

1.05 Level of Finishes: If the Lessee moves into space in Improved condition beyond Shell Condition, the County may negotiate a surcharge based upon the improved condition of the space. For purposes of this Article 1.05, "Shell Condition" space shall mean smooth concrete floors, demising studs and walls, and the utility services (conduits, lines, pipes, etc.) stubbed to the lease lines of each location or area immediately adjacent thereto for electric, telephone and data communications, heating ventilating and air conditioning systems included ducts ("HVAC"), fire alarm system and fire sprinkler system for the intended use.

ARTICLE 2
Use of Premises

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

(A) Lessee shall use the Premises as VIP Clubs on an exclusive basis, for Lessee's passengers who are members of the Lessee's Clubs, their immediate family members and passengers of any other airline with whom Lessee has entered into a code-share marketing agreement that includes the provisions of VIP Club services by the Lessee to the other airline. Upon request, Lessee shall provide the Department with sufficient documentation to substantiate that such an agreement exists. Lessee shall notify the Department in the event of the termination of such agreement. Lessee may provide Club services to the guests of Club members and Lessee's passengers who are entitled to free entry into Lessee's VIP Club under system wide practices such as frequent flyer status or premium level ticket. Upon written approval by the Department, Lessee may provide club services to passengers not covered under Section 2.01 (A) of this agreement, provided that Lessee pays the Opportunity Fee as outlined in Article 3.01 (Opportunity Fee) of this Agreement.

(B) All Concession activities are reserved for the County. The County may approve the sale of certain amenities, within the premises upon written request by the Lessee and payment of Concession Fees as required in Section 3.01(C). Permitted amenities shall include (1) VIP Club Conference room rentals, (2) food & beverage sales, under the conditions specified below in this paragraph and elsewhere in this Agreement, (3) Liquor sales, and (4) Facsimile, E-Mail, Internet & Wireless services. Lessee shall be entitled to sell beverages and food to patrons and users of the Premises. Such sales shall be made either by Lessee through its employees or through a food, beverage, or liquor purveyor, and in either case, the food, beverages, and liquor must be purchased through a current permittee of the County. Third party advertising, displayed on the Premises, may be provided by the Lessee upon written notice to the Department and shall be arranged through the Department's advertising concessionaire. Provided, however, that Lessee shall be entitled to display advertising within the Premises pertaining to marketing programs arising out of written agreements between the Lessee and affiliated marketing partners under system-wide agreements, upon the submission to the Department of a copy of the agreement or relevant portions thereof and approval of the advertising by the Department, which shall not be unreasonably denied.

2.02 Installation of Equipment: The Lessee, upon written request, approved in writing by the Department, shall have the right to install, maintain, repair, replace and operate, at its sole cost and expense, in and on the Premises, and between the Premises and other premises leased or used by the Lessee, along such rights-of-way as may be approved by the Department, such computer equipment, communications and facilities, together with required conduits, tubes and power lines, as may be necessary and convenient in the opinion of the Lessee to operate its club facility.

2.03 County's Reservation of Rights: County specifically reserves the right to develop, install and generate revenues from telecommunications equipment, systems and capabilities within all Airport facilities. Notwithstanding Lessee's exclusive use of any Premises leased to

Lessee hereunder from time to time, County shall be entitled to make use of the Premises for the installation and use of telecommunications equipment, provided such installation and use does not unreasonably interfere with Lessee's use of the Premises or diminish the value of the Premises for the purposes set forth in this Article 2. County reserves the general right to make use of the Airport and its facilities and to generate revenues there from, except to the extent specifically granted to Lessee hereunder.

ARTICLE 3 **Rentals and Payments**

3.01 Payments to County for Use of Premises: As consideration for rental and use of the Premises, the Lessee shall pay to the County Rental Payments, Opportunity Fees and Concession Fees as follows:

(A) Monthly Rental for Premises: As monthly rental for the lease of the Premises, the Lessee shall pay to the County, commencing on December 1, 2016, the sum of the monthly rental amounts as shown in the Monthly column of the attached Schedule II, Tab B, in U.S. currency, plus applicable state sales taxes, as required by law, 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 3.05 (Methods of Payment). Said rental, which are Class II and Class III rental rates and includes utilities, are computed as shown on Schedule II (Rentals Calculation), attached hereto as Tab B and made a part hereof.

(B) Opportunity Fee: In addition to the monthly rental payments required under Article 3.01 (A) (Monthly Rental for Premises), and as a privilege fee but not as a payment for the leasing, letting, renting, or granting a license for the use of real property, the Lessee shall pay to the County an Opportunity Fee, for each passenger not covered under Section 2.01 (A) of this Agreement, who uses Lessee's club facilities which are the Premises under this Agreement. Lessee's Opportunity Fee charge shall be equal to 35% of the Department's base VIP Club Fee, as may be adjusted from time-to-time. The Department will give Lessee sixty (60) days advance written notification of any VIP Club Opportunity Fee change unless the increase is in connection with the Department's annual rates and charges consultation.

(C) Concession Fee: As an additional consideration for the concession rights and privileges granted the Lessee herein, and as a privilege fee but not as a payment for the leasing, letting, renting, or granting a license for the use of real property, the Lessee shall pay to the County, eighteen (18%) percent of the monthly Gross Revenues (as defined in Article 3.09 below) generated from liquor sales on the Premises and ten (10%) percent of the monthly Gross Revenues generated from the sale on the Premises of all other amenities as defined in Article 2.01 (Use of Premises) not obtained through the Department's Concessionaires or Permittees. For purposes of this Agreement, conference room rentals shall not be subject to concession fees under this Agreement or included in Gross Revenues as defined in Article 3.09.

(D) Reporting and Payment of Fees: The Lessee shall pay such amounts due to the County for the Opportunity Fees and Concession Fees by the twentieth day of the month following the month in which the fees were accrued. The amounts payable on any unreported

Opportunity Fees and Concession Fees determined by the annual audit required pursuant to Article 3.12 (Annual Audit Required) are considered, for the purposes of Article 3.06 (Late Payment Charge), as having been due on the twentieth day of the month following the month during which such unreported fees were accrued. As set forth in Article 3.01 (B) and (C), the Opportunity Fees and Concession Fees are not payment for a lease or license to use the Premises, but rather payment for the Lessee's privilege of doing business on the Premises.

3.02 Security Deposit: Prior to occupancy of the Premises, the Lessee, unless exempted under County Security Deposit Policy as set forth in Resolution No. R-335-94, attached hereto as Tab D, shall pay to the County an amount equal to two times the required total monthly rental as determined pursuant to Article 3.01 (A) (Monthly Rental for Premises) above, plus applicable State sales tax thereon, as security for the payment of the Lessee's obligations hereunder. Said deposit shall be in addition to any rental payments required hereunder, and the 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 rentals 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 the form attached hereto as Tab E 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 monthly rentals pursuant to the terms of this Agreement; provided further, that the Department shall have the right to demand in writing 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, which assurance is 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 financial reports routinely used by financial institutions in the conduct of their business, that the Lessee's future ability to pay such rentals, fees and charges, on a timely basis, is in jeopardy. The Department's notice shall specify the reason for the increase and Lessee shall have seven (7) days from receipt of such notice to provide Department with documents supporting Lessee's request that the security deposit remain the same. The Department's decision following receipt of any such documents shall be final.

3.03 Rental Rate Adjustment: Annually as of October 1st, the cost based rental rates, pursuant to Article 3.01 (A) (Monthly Rental for Premises) above, applicable to the Premises, shall be subject to recalculation and adjustment in accordance with the policies and formulae approved in Board of County Commissioners' Resolution No. R-1054-90, adopted on September 27, 1990, as such may be amended from time to time in order to comply with the County's requirements under the Trust Agreement or under federal law, or as a result of a Board-approved amendment resulting from consultation with the Airlines at MIA and consented to by the Trustee. When such adjusted rental rates are established, this Agreement shall be considered and deemed to have been administratively amended, to incorporate such rental rates, effective as of such October 1 date. Such rental rates shall be reflected herein by letter amendment hereto. Payments for any retroactive rental adjustments shall be due upon billing by the Department and payable within ten calendar days of receipt of the invoice.

3.04 Double Rental: In the event that the Lessee remains in possession of the Premises beyond the 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 Department 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 the effective date stated in the Department's demand which effective date shall not be earlier than ninety (90) days from the date of the Department's written demand, Such rentals to be based upon the rental rates applicable from time to time, in whole or in part to the Premises. (Section 83.06, Florida Statutes)

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

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:

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
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.

3.06 Late Payment Charge: In the event the Lessee fails to make any payments, as required to be paid under the provisions of this Agreement, within ten days after same shall become due, interest at the rates established from time to time by the Board of County Commissioners of Miami-Dade County, Florida (currently set at one and a half percent (1.5%) per month), shall accrue against the delinquent payment(s) from the original due date until the Department actually receives payment. 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 rights of the County to enforce other provisions herein, including termination of this Agreement, and to pursue other remedies provided by law.

3.07 Dishonored Check or Draft: In the event that the Lessee delivers a check or draft that is subsequently dishonored to the Department in payment of any obligation arising under the terms of this Agreement, the Lessee shall incur and pay a service charge of twenty-five dollars, if the face value of the dishonored check or draft is fifty (\$50.00) dollars or less, thirty (\$30.00) dollars, if the face value of the dishonored check or draft is more than fifty (\$50.00) dollars and less than \$300.00, or forty (\$40.00) dollars, if the face value of the dishonored check or draft is \$300.00 or more, or five (5%) percent of the face value of such dishonored check or 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 checks or other means acceptable to the Department.

3.08 Reserved:

3.09 Gross Revenues:

(A) The term Gross Revenues, as used in the Agreement means all monies paid or payable to the Lessee, or considerations of determinable value received by the Lessee for sales made, transactions had, or services rendered under Article 3.01 (C) (Concession Fees) of this Agreement regardless of when or where the order therefore is received, whether paid or unpaid, whether on a cash or credit basis or in consideration of any other thing of value; provided, however, that any taxes imposed by law which are separately stated to and actually paid by a customer and directly payable by the Lessee to a taxing authority and sales refunds shall be excluded there from. Subject to Article 3.09 (B), any Concession Fees which are separately charged to the customer to the extent permitted under this Agreement and actually paid by Lessee to the County shall also be excluded from the definition of Gross Revenues.

(B) Unless otherwise specifically authorized in writing by the Department, Lessee shall not impose a separate charge on the sale of services or products to customers making use of the Premises hereunder as a means of offsetting the Concession Fee or Opportunity Fee payable by the Lessee to the County. Lessee shall be entitled, however, to recover the Concession Fee or Opportunity Fee in whole or in part by including such fees in the base price for the product or service charged to a passenger or customer.

3.10 Records and Reports: The Lessee shall make available to the Department in Miami-Dade County, during the term of this Agreement, all books of account, records and reports used in its operation necessary to report Gross Revenues and to calculate the Opportunity Fees and Concession Fees payable hereunder and as may, from time to time, be required by the Department to document its activities pursuant to this Agreement; provided, however, that Lessee may request the Department to review all or a portion of such items at a location outside of the county, in which case Lessee shall pay the Department all costs associated with travel, lodging and meals of the Department's personnel and auditors to review the documents at such location. All Gross Revenues hereunder shall be accounted for in accordance with generally accepted accounting principles. The form of all such books of account, records, and reports shall be subject to the approval of the Department and/or the auditors of the County (one or more of the following: the designated external auditing firm or other certified public accounting firm selected by the Department, the County's Department of Audit, and Management Services or auditors of the State of Florida). Recommendations for changes, additions, or deletions to such books of account, records, and reports by the auditors of the County shall be complied with by the Lessee when requested by the Department, provided that such recommendations are not inconsistent with the laws applicable to Lessee's state of incorporation. The auditors of the County shall be permitted, during normal working hours, to audit and examine all books of account, records and reports relating to the operations of the Lessee hereunder, including, but not limited to, balance sheets, profit and loss statements, deposit receipts, Florida State Sales Tax Reports and such other documents as may be determined by the Department to be necessary and appropriate; provided, however, that the Lessee shall not be required to retain such records in Miami-Dade County, Florida, for more than three years following termination of this Agreement.

3.11 Monthly Report of Gross Revenues, Opportunity Fees & Concession Fees: On or before the twentieth day following the end of each calendar month throughout the term of the Agreement, the Lessee shall furnish to the Department a statement of monthly Gross Revenues, Opportunity Fees and Concession Fees for the preceding calendar month and certify as to the accuracy of such Gross Revenues, Opportunity Fees and Concession Fees in the form prescribed by the Department. In the event there are no monthly Gross Revenues and Opportunity Fees, a monthly report will be submitted stating such. If the report is not submitted on time, a Late Reporting Fee in the amount of fifty (\$50) dollars per day for each calendar day following the report shall be assessed until such report is received by MDAD, up to a maximum of seven hundred and fifty (\$750) dollars per occurrence .

3.12 Annual Audit Required: Within sixty calendar days of each anniversary of the commencement date of this Agreement and within sixty days following termination of this Agreement, the Lessee shall, at its sole cost and expense, provide to the Department on an annual (or portion thereof) basis an audit report of monthly Gross Revenues, Opportunity Fees and Concession Fees, containing an unqualified opinion, prepared and attested to by an independent certified public accounting firm, licensed in the state of Florida and reasonably acceptable to the Aviation Department. The report shall include a schedule of Gross Revenues, Opportunity Fees and Concession Fees (each as defined in the Agreement) paid to the County under this Agreement, prepared in accordance with the comprehensive basis of accounting. The audit shall be conducted in accordance with generally accepted auditing standards and include issuance of a management letter, which will contain the findings

discovered during the course of the examination, such as recommendations to improve internal controls and other significant matters related to this Agreement. In addition, the audit shall include comprehensive compliance procedures to determine whether the books of account, records and reports were kept in accordance with the terms of this Agreement for the period of examination. The auditor shall report such procedures and findings in a separate letter report to the Department. The last such report shall include the last day(s) of operations. The audit report, schedules, and management letter shall be generally in the format of the financial documents specified by the Department from time to time collectively attached hereto as Tab F. Failure to provide the monthly reports required in Article 3.11 or the audit report, schedules and management letter as required herein may be an event of default and shall subject Lessee to the termination provisions of Article 13.03 of this Agreement. The Aviation Department shall have the right to change the reporting due date and all aspects of the reporting and auditing requirements, as well as the terms and conditions regarding the imposition of any penalty fees, provided such changes are applicable to all similarly-situated Lessees as approved by the Board of County Commissioners with prior consultation with affected parties.

3.13 Waiver of Annual Audit: Notwithstanding the provisions of Article 3.12 (Annual Audit Required) above, Lessee shall have the option to provide a certification, rather than the audit required in Article 3.12 above, if the Annual Gross Revenues of the Lessee for any year of this Agreement are less than \$250,000.00. Such certification shall be in a form specified or approved by the Department, Tab G, and shall be executed before a notary public commissioned in the State of Florida, subject to the provisions of Section 837.012, Florida Statutes, by a corporate officer of the Lessee. Lessee acknowledges that if it is determined by the Department as a result of an audit or inspection of the Lessee's books and records, as authorized pursuant to Article 3.14 (Right to Inspect) below, that the Lessee has understated its Gross Revenues or Opportunity Fees and that the corporate officer's certification was therefore incorrect, (a) Lessee and the officer making such certification shall be liable to all remedies provided by law for such false certification, including charges under Section 837.012, Florida Statutes, for having filed a false oath, (b) such certification may be considered by the Department as a breach of this agreement and the Department may take appropriate action as a result, (c) the Department shall be entitled to assess a 50% surcharge on the difference between the Concession Fees or Opportunity Fees stated on the certification and the Concession Fees or Opportunity Fees shown by the audit to be due and payable. and (d) the annual audit waiver pursuant to the provisions of this Article 3.13 shall no longer be applicable for the remaining term of this Agreement or any subsequent Agreement between the County and the Lessee.

3.14 Right to Inspect: The Department and the auditors of the County shall have the right, without limitation, to enter upon the Premises at any time during normal operating hours of the Lessee to: (1) inspect, review, verify and check all or any portion(s) of the Lessee's procedures for recording or compiling Gross Revenue or Opportunity Fee information by day or month; and (2) audit, check, inspect and review all books of account, records, financial reports, financial statements, operating statements, inventory records, copies of State sales tax returns, and work papers relating to the operation of the Lessee, and other pertinent information as may be determined to be needed or desirable by the Department.

3.15 Taxes: The County agrees that if the Florida Department of Revenue or any other taxing authority issues any notice or assessment to the County regarding taxes payable by the Lessee hereunder, the County shall inform the Lessee of such notice within 10 days of receipt thereof and shall not pay any tax or related assessment ultimately payable by the Lessee hereunder without approval of the Lessee; provided, however, that the Lessee shall remain liable for any tax, penalty, and interest that ultimately is determined to be payable by the Lessee. In any administrative or judicial action to challenge a tax or assessment, both the County and the Lessee shall provide reasonable cooperation to each other; provided, however, that the Lessee shall have the right, with the approval of the County Attorney's Office, to select and direct counsel to represent its and the County's interests.

ARTICLE 4

Maintenance and Repair by Lessee

4.01 Cleaning: The Lessee shall, at its sole cost and expense, perform or cause to be performed, services which will at all times keep the Premises clean, neat, orderly, sanitary and presentable.

4.02 Removal of Trash: The Lessee shall remove from the Premises, at its sole cost and expense, all trash and refuse which might accumulate and arise from its use of the Premises and the business operations of the Lessee under this Agreement. Such trash and refuse shall be stored temporarily and disposed of in a manner approved by the Department.

4.03 Maintenance and Repairs: The Lessee shall repair and maintain in good condition the Premises and all improvements or alterations thereto, except for those items for which the County is responsible pursuant to Article 5 (Maintenance by County). Such repair and maintenance shall include, but not be limited to, painting, overhead and personnel doors, windows, equipment, protection bumpers attached to building, furnishings, 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. The Lessee shall repair all damage to the Premises 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, except as the Premises may have been altered by the Lessee with the approval of the Department pursuant to Article 7.01 (Alterations), and to quit and surrender up the Premises in the same good order and condition as it was at the commencement of this Agreement, except for reasonable wear and tear and damage caused by an Act of God 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 that may be specifically provided elsewhere in this Agreement. Any equipment installed in the Premises or elsewhere in the Terminal Building by the Lessee shall be removed and, unless the space as altered, either by the Lessee or by a predecessor of the Lessee and accepted by the Lessee, is usable by a successor tenant, in the opinion of the

Department, the space shall be returned to its original condition, normal wear and tear excepted, upon relocation or termination of this Agreement.

4.04 Air-conditioning Maintenance: The Lessee shall have full responsibility for maintenance of any air-conditioning equipment installed by the Lessee, except for any such equipment installed by Lessee at the request of the Department and whose cost is reimbursed to Lessee by the Department.

4.05 Inspections: The Department and/or its designated representatives shall have the right, during normal working hours, to inspect the Premises to identify those items of maintenance, repair, replacement, modification and refurbishment required of the Lessee 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 30 days of receipt of written notice from the Department. However, if correction cannot reasonably be completed within such 30-day period, the Department in its sole discretion may grant a reasonable extension to complete such correction upon request of the Lessee. If such request extension is granted, the Lessee shall commence substantial corrective steps within such 30-day period and diligently pursue the corrections to completion. Trash and debris problems shall be corrected within 24 hours following receipt of either oral or written notice from the Department.

4.06 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 Department, following 10 days further notice to the Lessee, may enter upon the Premises and perform all work, which, in the judgment of the Department, may be necessary and the County shall add the cost of such work, plus 25% for administrative costs, to the rent due hereunder on the first day of the month following the date of such work, and such cost shall be and constitute a part of the rent. Subsequent to receipt of the further notice of intent to perform repairs or cleanup from the Department, the Lessee shall not undertake performance of such repairs or cleanup without specific prior written authorization from the Department.

4.07 Lessee Maintenance Subject to Certain Conditions: The maintenance, repair and cleanliness responsibilities of the Lessee pursuant to this Article 4 may be subject to interruption caused by repairs, strikes, lockouts, labor controversies, inability to obtain fuel, power or parts, accidents, breakdowns, catastrophes, national or local emergencies, acts of God, and other conditions beyond the control of the Lessee. To the extent such events directly preclude completion of the Lessee's obligations pursuant to this Article 4, the County shall have no claim for damages or right to terminate this Agreement pursuant to Article 13.03 (Other Defaults) for the Lessee's failure to furnish or to furnish in a timely manner any such maintenance, repair or cleaning. The Lessee shall exercise reasonable diligence to remedy and/or cure any such interruptions, to the extent such interruptions are within the Lessee's control. In such event, the Department shall have the right, in its sole discretion after consultation with the Lessee, to enter upon the Premises for the sole purpose of performing

such maintenance, repair or cleaning and to bill the Lessee for its actual costs in performing same.

ARTICLE 5 **Maintenance by County**

5.01 County Maintenance: The County shall clean, maintain and operate in good condition the Terminal Building, including, but not limited to, structural and system repairs, maintenance of electrical and mechanical systems, maintenance of walls and ceilings outside the leased Premises, and repair and maintenance of the roof. The County shall keep the public areas in the Terminal Building furnished and will provide therein adequate light, cold water and conditioned air. If any of the Terminal facilities are damaged or destroyed by the operations of the Lessee, the Department shall make the necessary repairs or replacements and shall bill the Lessee the cost thereof, plus 25% for administrative costs, in the manner specified in Article 4.06 (Failure to Maintain) hereof.

5.02 County Maintenance Subject to Certain Conditions: Such maintenance by the County may be subject to interruption caused by repairs, strikes, lockouts, labor controversies, inability to obtain fuel, power or parts, accidents, breakdowns, catastrophes, national or local emergencies, acts of God, and other conditions beyond the control of the County. Upon any such happening, the Lessee shall have no claim for damages for the County's failure to furnish or to furnish in a timely manner any such maintenance; provided, however, that, if the Premises are so damaged as to significantly impact the Lessee's operations for a period in excess of 72 hours, the Department shall provide a rent abatement for that portion of the Premises rendered unusable for that period of time that the County is unable to make repairs required by Article 5.01 (County Maintenance). The County shall exercise reasonable diligence to remedy and/or cure any such interruptions, to the extent such interruptions are within the County's control.

ARTICLE 6 **Regulations, Licenses and Permits**

6.01 Rules and Regulations: The Lessee shall comply with all applicable Ordinances of the County, including the Rules and Regulations of the Department, Chapter 25, Code of Metropolitan Miami-Dade County, Florida, as the same may be amended from time to time, Operational Directives issued there under, all additional laws, statutes, ordinances, regulations and rules of the Federal, State and County Governments, and any and all plans and programs developed in compliance therewith, and any County Administrative Orders and resolutions of the Board of County Commissioners applicable to operation of the Airport, which may be applicable to its operations or activities under this Agreement, including specifically, without limiting the generality hereof, Federal air and safety laws and regulations and Federal, State and County environmental, hazardous waste and materials and natural resources laws, regulations and permits; provided, however, Lessee shall be entitled to challenge the validity or application of any such law, statute, ordinance, regulation, rule or requirement in good faith in a court of competent jurisdiction under Article 18 (Civil Actions), subject to the Venue requirements of Article 18.01.

6.02 Violations of Rules and Regulations: The Lessee agrees to pay on behalf of the County any penalty, assessment or fine, issued against the County, or to defend in the name of the County any claim, assessment or civil action, which may be presented or initiated by any agency or officer of the Federal, State or County governments, based in whole or substantial part upon a claim or allegation that the Lessee, its agents, employees or invitees, have, during the term of this Agreement or any extension hereof or any holdover period of occupancy of the Premises by the Lessee, violated any law, ordinance, regulation, rule or directive described in Article 6.01 (Rules and Regulations) above or any plan or program developed in compliance therewith. The Lessee further agrees that the substance of this Article 6.02 and Article 6.01 (Rules and Regulations) 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. This provision as to Lessee's liability hereunder shall survive the expiration or early termination of this Agreement.

6.03 Permits and Licenses: The Lessee expressly covenants, warrants and agrees that it shall, at its sole cost and expense, be strictly 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 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 at the Airport, including ensuring 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; provided, however, that the Lessee shall not be responsible for obtaining construction related certificates of occupancy for portions of the Premises constructed by the County. Upon the written request of the Department, the Lessee shall provide to the Department copies of any and all permits and licenses required by law, and applications therefore, which the Department may request.

ARTICLE 7

Alteration of Premises and Erection of Signs

7.01 Alterations: The Lessee shall not alter the Premises 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 and the applicable TAC-N requirements (Exhibit Y) which are in effect at the time of the approval of such construction (which may be different from those in Exhibit Y as a result of future amendments) 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, without prior written approval of the Department. In the event the Department changes the graphics system for the identification of Lessees at the Airport, the Department shall pay for the costs of such changes and such costs shall be recovered through airline rents, fees, and charges.

ARTICLE 8

Environmental Compliance – VIP Club/Lounge

8.01 Definitions: For purposes of this Agreement, as it specifically applies to the Premises consisting of the VIP Club/Lounge, the following additional definitions apply:

(A) Reserved.

(B) "Environmental Law" means any federal, state or local constitution, charter, statute, law, rule, regulation, code, ordinance, resolution, agency guidance, permit, license, orders or interpretations of applicable environmental agencies, subject to Lessee's right to challenge said orders or interpretations, 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 the Miami-Dade County Code, as any of the foregoing now exist or may be amended or come into effect in the future.

(C) Reserved.

(D) "Hazardous Material" means any substance, whether solid, liquid or gaseous, which is listed, defined or regulated as a "pollutant", "petroleum," "petroleum product," "hazardous substance," "hazardous waste" or "solid waste," or pesticide, or otherwise classified as hazardous or toxic, in or pursuant to Environmental Law; 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 or any adjacent Premises or a hazard to the environment or to the health or safety of persons on the Premises.

(E) Reserved.

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

(G) "Recognized Environmental Condition" or "REC" shall have the meaning set forth in ASTM Standard E 1527-00.

8.02 Reserved.

8.03 Lessee's Acceptance of the Risks and Condition of Premises As-Is: As it relates to Environmental Law or Hazardous Material,

(A) Lessee agrees that the Premises shall be leased and delivered to Lessee in its current "as-is/with all faults" condition. Lessee hereby requests, warrants, covenants, agrees, and acknowledges that because of the possible presence of environmental contaminants on the Premises, County has made no express, implied, or other representations of any kind in connection with the physical condition of the Premises, or any improvements appurtenant thereto.

(B) Lessee is provided the opportunity to conduct an independent investigation of the Premises and the physical condition thereof, including the potential presence of any Hazardous Materials on or about the Premises. Whether Lessee has conducted such an investigation or not, Lessee is fully aware of the condition of the Premises and the property surrounding Premises, and is willing to proceed with this Agreement in light of the environmental condition of the Premises.

(C) 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 and County shall not be liable for any impairment of suitability and usability, including but not limited to business interruption and relocation cost, relating to said Hazardous Materials.

8.04 Reserved.

8.05 Baseline Audit: The County, at its sole discretion, may provide Lessee with an environmental audit of the Premises ("Baseline Audit"). In the event that (i) the County does provide such a Baseline Audit and (ii) the Baseline Audit reveals the presence of an REC and (iii) this is not a renewal lease, then the County shall be responsible for the RECs identified in the Baseline Audit. Unless this is a renewal lease, Lessee may terminate this Agreement within thirty (30) 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.

8.06 Reserved.

8.07 Environmental Maintenance of Premises: Lessee shall, at its sole cost and expense, operate in accordance with and comply with all Environmental Laws and shall maintain the Premises in good and sanitary order, condition, and repair.

8.08 Lessee's Use of Hazardous Materials: Lessee shall not use, store, transport, generate, treat, dispose or possess Hazardous Materials at the Premises, without County's

prior consent, such consent to not be unreasonably withheld. Provided, however, that Lessee may use, store, transport, generate, treat, dispose or possess routine cleaning and maintenance materials ("Cleaning Materials") without prior consent of the County. Any such Cleaning Materials shall be stored and maintained in compliance with Environmental Law and shall be in a quantity consistent with customary commercial practice for a facility the size of the Premises herein.

8.09 Entry by County: Notwithstanding any other right of entry granted to County under this Agreement, County shall have the right 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 Environmental Law; (2) determining whether Lessee has complied with the environmental requirements of this Agreement; (3) determining the corrective measures, if any, required of Lessee to ensure the safe use, storage, and disposal of Hazardous Materials; or (4) removing Hazardous Materials (except to the extent used, stored, or disposed of by Lessee in compliance with Environmental Law and the terms of this Agreement). Lessee agrees to provide reasonable access and reasonable assistance for such inspections. Inspections shall be conducted in a manner so as to reasonably minimize interruptions of business operations on the Premises. County shall provide Lessee reasonable notice of its intention to enter the leasehold for these purposes, provided, however, in the event of an emergency, County may enter without advance notice.

To the extent such inspections disclose the presence of Hazardous Materials used, stored, or disposed of by Lessee or its agents, employees, contractors, or invitees in violation of the terms of this Agreement, Lessee shall reimburse County its reasonable cost of such inspections within thirty (30) days of receipt of a written statement thereof. If such consultants 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 and otherwise comply with the requirements of this Agreement and the Environmental Law. The right granted to County herein to inspect the Premises shall not create a duty on County's part to inspect the Premises, nor liability of County for Lessee's use, storage, or disposal of Hazardous Materials.

8.10 Permits and Licenses: The Lessee warrants that it will secure at the times required by issuing authorities all permits or approvals that are required by any governmental authority to enable Lessee to conduct its obligations under this Agreement. Upon request, Lessee shall provide to County copies of all permits, licenses, certificates of occupancy, approvals, environmental consent orders or other authorizations issued to Lessee and applicable to the Premises.

8.11 Notice of Discharge to County:

(A) In the event of: (a) the happening of any material event involving the spill, release, leak, discharge, or clean-up of any Hazardous Material on the Premises in connection with Lessee's operation thereon; or (b) a private lawsuit or governmental enforcement or regulatory action relating to Hazardous Materials or environmental issues that is brought against Lessee and results from Lessee's use of the Premises, then Lessee shall immediately notify County orally within twenty-four (24) hours and in writing within three (3) business days of notice or knowledge of same. If Lessee fails, in a reasonable time period, to take any corrective actions

required under Environmental Law and the issue is one that could result in an order, suit or other action against the County, then County shall have the right but not the obligation to enter onto the Premises or to take such other actions that are necessary or advisable to clean up, remove, resolve or minimize the impact of or otherwise deal with the issue. Provided, however, that prior to making any such entry or taking such corrective actions, County shall notify Lessee of its intent and allow Lessee a reasonable amount of time, taking into account the nature of the issue, to respond first.

(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, Miami-Dade County Department of Environmental Resources Management, and the United States Environmental Protection Agency, as appropriate, with regard to any and all reporting obligations while simultaneously providing written notice to County.

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 pursuant to the provisions of this Agreement, Lessee shall provide County with a written report listing the hazardous materials which were present on the Premises; all releases of hazardous materials that occurred or were discovered on the Premises; all compliance activities related to such hazardous materials, including all contacts with government agencies or private parties of any kind concerning hazardous materials; and all manifests, business plans, consent agreements or other documents relating to hazardous materials executed or requested during that time period. The report shall include copies of all documents and correspondence related to such activities and written reports of all oral contacts relating thereto. For purposes of this paragraph 8.12 only, the term "hazardous materials" shall have the same meaning as that term is used in paragraph 17 of the Consent Order dated May 28, 1998 between County and the Florida Department of Environmental Protection.

8.13 Reserved.

8.14 Remediation of Hazardous Material Release: If Lessee its employees, agents, independent contractors, patrons, servants, invitees, or trespassers cause any Hazardous Materials to be released, discharged, or otherwise come to be located on or about the VIP Club/Lounge Premises in violation of Environmental Law ("Hazardous Material Release"), then Lessee shall promptly take all actions, at its sole expense and without abatement of rent, as are necessary to return the affected portion of the Premises or the Building and any other affected soil or groundwater to their condition existing prior to the Hazardous Material Release. Lessee shall copy the County on (i) any reports or disclosure statements submitted to any governmental authorities and (ii) any proposed remediation plan or any material revision thereto. Prior to implementing any remedial activity, Lessee shall notify the County in writing. All remedial work shall be performed in compliance with all Environmental Laws.

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 1) Lessee's or its employees, agents, independent contractors, patrons, servants, invitees, or trespassers

use, storage, release, discharge, handling, or presence of Hazardous Materials on, under, or about the Premises in violation of Lessee's obligations under this Agreement or 2) Lessee's or its employees, agents, independent contractors, patrons, servants, invitees, or trespassers failure to comply with Environmental Law. This indemnification shall include without limitation: (a) personal injury claims; (b) the payment of liens; (c) diminution in the value of the Premises; (d) damages for the loss or restriction on use of the Premises; (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 under the Environmental Laws. County shall have the right but not the obligation to join and participate in, and control, if it so elects its defense in any proceedings or actions in which the County is a named party arising under this indemnity provision.

Any costs or expenses incurred by County 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.

8.16 Reserved.

8.17 No Waiver of Rights, Causes of Actions or Defenses. Notwithstanding any language in this Agreement, including without limitation this Article 8, 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 the allegations made by the County in (i) Case No. 01-8758 CA 25 and Case No. 04-26289 CA 25, which have 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 "RP's").

8.18 Surrender of Premises: Lessee shall surrender the Premises 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 or invitees or otherwise discharged on the Premises during the term of this Agreement. The Premises shall be surrendered in a condition that complies with all Environmental Laws and such other reasonable and customary environmental requirements as may be imposed by County.

8.19 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.

8.20 Survivability of Terms: The terms and conditions of this Article 8, including the indemnity, shall survive the termination of this Agreement.

ARTICLE 9
Indemnification and Hold Harmless

The Lessee shall protect, defend (using attorneys reasonably acceptable to both the County and the Lessee), and hold the County and its officers, agents and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including the leased Premises, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees, through all levels of trial and appellate proceedings), of any nature whatsoever arising out of, relating to or resulting from this Agreement and/or the use or occupancy of the leased Premises or the acts or omissions of officers, agents, employees, contractors, subcontractors, licensees, assignees, successors or invitees of the Lessee regardless of where the injury, death, or damage may occur, except to the extent such injury, death or damage is caused (i) solely by an Act or God, or (ii) by the negligence or willful misconduct of the County, its officers, employees or agents. The County shall give the Lessee reasonable notice of any such claims or actions. The provisions of this Article 9 shall survive the expiration or early termination of this Agreement.

ARTICLE 10
Assignment and Subletting

The Lessee shall not assign, transfer or otherwise encumber this Agreement, nor sublet all or any portion of the Premises, nor, except as may be otherwise authorized pursuant to Article 2.01 (Use of Premises), allow others to use the Premises for any commercial purpose. Notwithstanding the preceding sentence, the Lessee shall, without the prior approval of the Department, be permitted to assign or transfer this Agreement if the intended assignee or transferee is the Lessee's parent, an airline subsidiary of the Lessee or the Lessee's successor by reason of merger, consolidation or acquisition of substantially all the Lessee's assets. The Lessee must notify the Department, in writing, prior to the assignment or transfer of this Agreement and must provide complete assignee information. In no event shall this Agreement be assigned or transferred to an entity, which intends to use the Premises primarily for the purpose of providing aeronautical services to other airlines.

ARTICLE 11
Insurance

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

(A) Airline/Airport 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 (Five million dollars), combined single limit per occurrence for bodily injury, including passenger liability, as appropriate, 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 covering all vehicles and ground and mobile equipment used by the Lessee on the Airside Operations Area of the Airport ("AOA");

(2) \$300,000 combined single limit per occurrence for bodily injury and property damage covering such vehicles and ground and mobile equipment when being used by the Lessee off of the AOA.

(C) Workers Compensation as required by Chapter 440, Florida Statute.

(D) Liquor Liability Coverage shall be maintained for any facility serving alcoholic beverages in the airport in the amount not less than \$1,000,000 per occurrence.

All insurance policies required pursuant to the terms of this Agreement shall be issued by companies approved as surplus lines carriers or permitted 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 "VIII" as to strength in accordance with the latest edition of "Best's Insurance Guide", published by A.M. Best Company, Inc., or, if not Best rated, in companies with substantially equivalent strength, management and financial responsibility. Lessee must provide details on behalf of unrated companies regarding their financial condition and re-insurance applicable to the insurance coverage being certified.

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 11;

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

(C) The County is named as an additional insured with respect to the Lessee's Airline/Airport liability policies covering the Lessee's operations and activities within the Airport System and the Lessee's contractual indemnification obligations hereunder.

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

11.03 Compliance: Compliance with the requirements of this Article 11 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 shall, upon receipt of notice from the Department, promptly provide to the Department certified copies of such portion(s) of the policies of insurance and related documents as the Department shall deem necessary.

11.05 Personal Property: Any personal property of the Lessee or of others placed in the Premises or placed anywhere on the 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 negligence of the County, as limited by Section 768.28, Florida Statutes.

11.06 Increase in Insurance: From time to time during this Agreement, County shall have the right to review the levels of insurance that should be maintained by tenants similarly-situated to Lessee hereunder and shall have the right to increase any or all such levels. Upon any such increase, County shall notify Lessee of the increase and Lessee shall within thirty (30) days of such notice obtain and thereafter maintain insurance in such increased amount.

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 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, including common use areas within the Terminal Building; provided, however, that such usage shall be subject to the payment of nondiscriminatory fees and other charges established by the County, and such use shall at all times be in compliance with rules and regulations established by the Department from time to time. Nothing herein contained shall grant to the Lessee the right to use any 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 (7) 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, within seven (7) calendar days of Lessee's receipt of written notice to terminate this Agreement if the Lessee fails to provide evidence of insurance coverage in strict compliance with Article 11 (Insurance) hereof prior to commencement of operations, or fails to provide a renewal of said evidence upon its expiration; provided, however, that such termination shall not be effective if the Lessee provides the required evidence of insurance coverage within the notice period.

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

(A) Failure of the Lessee to comply with any covenants of this Agreement, other than the covenants to pay rentals, fees and charges when due, and the covenants to provide required evidence of insurance coverage.

(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 Lessor, including the providing of any service without a permit when such permit is either required herein or be required by the Department.

(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.

(D) Failure of the Lessee to file the required monthly and annual audit reports and documents set forth in Articles 3.11 and 3.12 of this Agreement.

13.04 Termination for 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 45 consecutive calendar days, unless such abandonment or discontinuance has been caused by strike, labor disturbance, Act 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). The Lessee shall remain fully responsible for all rental and other payments due during any period of abandonment prior to termination pursuant to this Article 13.04.

13.05 Actions at Termination: 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. 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 13.04 (Termination for Abandonment), in which event the Lessee shall be allowed up to five 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 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.

Upon termination of this Agreement, 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, any distribution pipe lines used by the Lessee during its tenancy of the Premises, or the like, and properly place out of service and/or abandon any vessel(s) used to store such substances or contaminants in accordance with applicable Federal, State and County regulations. All such substances and contaminants shall be removed by the Lessee in a manner approved and authorized by such federal, state or County laws, regulations or codes.

At any time during the term of this Agreement, or upon its termination, 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, 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. In connection with the remediation 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 in accordance with applicable laws, rules and regulations, and shall comply with any other clean up requirements imposed on the Lessee by Federal, State or County law, regulations or codes.

13.06 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 at the Airport to secure the payment of any unpaid rentals, fees and charges accruing under the terms of this Agreement, except to the extent of any pre-existing liens on such property that are recognized by state law to be superior to County's lien.

13.07 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.

13.08 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 of parts thereof, in such a manner as to substantially restrict the Lessee from operating there from for

a period in excess of 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 of 90 days.

ARTICLE 14
Special Conditions

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

14.02 Nondiscriminatory Prices: To the extent County is required by federal law to monitor and/or require the following, 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 Services) and 14.02 (Nondiscriminatory Prices) above, agrees that the Department may, from time to time, and only to the extent so required by such obligation, 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 Services) 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

The parties acknowledge that this Lease has been entered into retroactively to cover the period after which the prior lease expired. Lessee commenced and was performing construction on the premises prior to issuance of the following FAA Required Contract Provisions, which occurred on January 29, 2016, and prior to the execution of this Lease by the parties. The parties acknowledge that such construction was performed in accordance with all legal requirements in effect at the time of construction and that any additional requirements of this lease are applicable to future construction only.

To the extent applicable, the Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the Lessee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program. In cases where Federal assistance provides, or is in the form of personal property; real property or interest therein; structures or improvements thereon, this provision obligates the party or any transferee for the longer of the following periods:

(A) The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(B) The period during which the airport sponsor or any transferee retains ownership or possession of the property.

15.01 Employment Discrimination: The Lessee shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of age, sex, race, color, religion, national origin, ancestry, sexual orientation or disability. The Lessee shall comply with applicable provisions of the Americans with Disabilities Act, including, but not limited to, provisions pertaining to employment.

15.02 Nondiscriminatory Access to Premises and Services: The Lessee, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, sex, national origin, disability, sexual orientation or ancestry shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises; (2) that in the construction of any improvements on, over, or under such land and the furnishings of services thereon, no person on the grounds of race, color, sex, national origin, disability, sexual orientation or ancestry shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of the improvements; and (3) that the Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to then enforceable regulations of the Department of Transportation, as amended from time to time.

15.03 Breach of Nondiscrimination Covenants: In the event it has been determined that the Lessee has breached any enforceable nondiscrimination covenants contained in Sub-Articles 15.01 "Employment Discrimination" and Sub-Article 15.02 "Nondiscriminatory Access to Premises and Services", 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 Sub-Article 13.03 "Other Defaults" hereof.

15.04 Affirmative Action and Disadvantaged Business Enterprise Programs: The Lessee agrees that in the event the provisions of 49 CFR Part 23, Disadvantaged Business Enterprises (DBE) and 14 CFR Part 152, Affirmative Action Employment Programs, are

applicable to the Lessee under this Agreement, it shall comply with all requirements of the Department, the Federal Aviation Administration and the U. S. Department of Transportation. These requirements may include, but not be limited to, the compliance with DBE and/or Employment Affirmative Action participation goals, keeping of certain records of good faith compliance efforts, and the submission of various reports, including, if directed by the Department, the contracting of specified percentages of goods and services contracts to Disadvantaged Business Enterprises. Failure to comply with these requirements shall constitute a default hereunder and be grounds for termination of this Agreement. In the event it has been determined, in accordance with applicable regulations, that the Lessee has defaulted in the requirement to comply with this section, and the Lessee thereafter fails to comply with the sanctions and/or remedies then prescribed, the County shall have the right, upon written notice to the Lessee, to terminate this Agreement pursuant to Sub-Article 13.03 "Other Defaults" hereof.

15.05 Title VI Clauses for Compliance with Nondiscrimination Requirements: During the performance of this Lease, the Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Lessee") agrees as follows:

(A) Compliance with Regulations: The Lessee (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are set forth in Sub-Article 15.07 "Title VI List of Pertinent Nondiscrimination Acts and Authorities".

(B) Non-discrimination: The Lessee, with regard to the work performed by it during the Lease, will not discriminate on the grounds of race, color, or national origin in the selection and retention of sub-lessees or subcontractors, including procurements of materials and leases of equipment. The Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities set forth below, including employment practices when the Lease covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

(C) Solicitations for sub-leases or subcontracts, including procurements of materials and equipment: In all solicitations, either by competitive bidding, or negotiation made by the Lessee for work to be performed under a sub-lease or subcontract, including procurements of materials, or leases of equipment, each potential sub lessee or subcontractor or supplier will be notified by the Lessee of the Lessee's obligations under this Lease and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

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

(E) Sanctions for Noncompliance: In the event of a Lessee's noncompliance with the Nondiscrimination provisions of this Lease, the sponsor will impose such Lease sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- (1) Withholding payments to the Lessee under the Lease until the Lessee complies; and/or
- (2) Cancelling, terminating, or suspending a Lease, in whole or in part.

(F) Incorporation of Provisions: The Lessee will include the provisions of paragraphs one through six in every sublease and subcontract, including procurements of materials and leases of equipment, Required Contact Provisions Issued on January 29, 2016 Page 19 AIP Grants and Obligated Sponsors Airports (ARP) unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Lessee will take action with respect to any sublease or subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Lessee becomes involved in, or is threatened with litigation by a sub-lessee, subcontractor, or supplier because of such direction, the Lessee may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Lessee may request the United States to enter into the litigation to protect the interests of the United States.

15.06 Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program:

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

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

15.07 Title VI List of Pertinent Nondiscrimination Acts and Authorities: During the performance of this Lease, the Lessee agrees to comply with the following nondiscrimination 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 Lessees, 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).

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 or any Security Identification Display Area ("SIDA") 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, to the AOA/SIDA. All such security measures by the Lessee shall be in accordance with 49 CFR Part 1542 and the Airport Security Plan.

16.02 Security Identification Display Areas Access - Identification Badges:

Security Identification Display Areas Access - Identification Badges: The Lessee shall be responsible for (i) assuring that all of Lessee's employees, and all employees and persons of entities accessing the AOA/SIDA through the Premises on behalf of Lessee (collectively herein, the "SIDA Users"), have appropriate SIDA Identification Badges and comply with all federal and Lessor security requirements applicable to the Premises and SIDAs, (ii) immediately reporting to MDAD all lost or stolen ID badges of Lessee's employees and/or visitors' badges provided by Lessee, and (iii) immediately returning the ID badges of any of Lessee's employees that are transferred from the Airport or terminated from the employ of the Lessee or upon termination of this Agreement. Each employee must complete the SIDA training program conducted by the 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 set forth herein, as well as such nondiscriminatory charges, as may be established from time to time, for lost or stolen ID badges and those not returned to the 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.

16.03 AOA - Driver Training: Before the Lessee shall permit any employee to operate a motor vehicle of any kind or type on the AOA, the 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 of 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 (Lessee, Permittees, Licensees, etc.) to establish reasonable programs to further the achievement of the objectives described herein. Accordingly, the Lessee shall establish programs (1) for pre-employment alcohol and drug screening for all candidates for employment at the Airport who will as a part of their duties (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 (2) for the same or similar screening based upon a reasonable suspicion that an employee, while on duty on the AOA, may be under the influence of alcohol or drugs. Notwithstanding the above, the Lessee specifically acknowledges that the County, acting through the 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 Certification: The Lessee, in its execution of this Agreement, acknowledges that it provided to the County a Drug-Free Workplace Affidavit, Tab H, certifying that it is providing a drug-free workplace for its employees, as required by County in Section 2-8.1.2 of the Miami-Dade County Code (the "Code"), as such Code provision may be amended from time to time. Based on the provisions of said Code, the County shall have the right, upon 30 days written notice to the Lessee, to terminate this Lease in the event the Lessee fails to provide, as of each anniversary of the effective date of this Lease, the annual re-certification affidavit as required by the Code and as seen at Tab G; 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 with its application or in its annual re-certification as required by the Code;

(B) That the Lessee has violated its original or renewal certification by failing to carry out any of the specific requirements of the Code, 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 Code.

16.06 Special Programs: The Lessee shall ensure that all employees at the Airport so required participate in such safety, security and other training and instructional programs, as the 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 Section 25-9.7 of the Miami-Dade County Code and any 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:

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

(B) It is further agreed that the 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, including repeated failure to comply with MDAD's or the FAA's SIDA/access control policies, rules and regulations. Any person denied access to the AOA or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a hearing before the Director of the Department or his authorized designee within a reasonable time. Prior to such hearing, the person denied access to the AOA shall be advised, in writing, of the reasons for such denial.

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

16.10. Additional Security Requirements. Notwithstanding the specific provisions of this Article 16, County shall have the right to add to, amend or delete any portion hereof in order to meet reasonable security requirements of MDAD or of the FAA.

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

16.12 Right of Flight: There is hereby reserved to the County, its successors and assigns, for the use and benefit of the County and the public, a right of flight for the passage of aircraft in the air space above the surface of the premises herein leased, 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 or landing at, taking off from for operating on Miami International Airport.

ARTICLE 17 **Employees**

17.01 Control of Employees: The Lessee shall properly control the actions of its employees at all times that said employees are working on the Airport, ensuring that they present a neat appearance and discharge their duties in a courteous and efficient manner and that they maintain a high standard of service to the public. Lessee agrees to properly instruct its employees on all security requirements applicable to their actions at the Airport and the remedies, penalties and sanctions that may result from a failure to comply with such security requirements. Lessee acknowledges that any employee of Lessee failing to comply with applicable security requirements shall be individually subject to remedies, penalties and sanctions provided in security provisions then applicable to their actions and that such remedies may include, but not be limited to, arrest and incarceration following conviction at trial, administrative meetings and hearings, fines, compulsory remedial training, and temporary or permanent loss of access privileges at the Airport.

17.02 Use of Public Facilities: The Lessee acknowledges and agrees that the County has provided certain facilities, such as Terminal seating areas, hold rooms, rest rooms and other conveniences for the use of the traveling public and has also provided special facilities solely for the use of the employees of Airport tenants and commercial users. The Lessee shall not permit its employees to use the public areas provided by the County for use by the traveling public, except those employees normally required to be in contact with the traveling public, those providing passenger services and those doing so as part of regular assigned duties.

17.03 Lessee's Responsibility for Employee Violations: In the event the Lessee is in default of the covenants in Articles 17.01 (Control of Employees) and 17.02 (Use of Public Facilities) for failure to properly control its employees or by permitting its employees to improperly use facilities provided by the County for the use and convenience of the traveling public, the 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 appropriate discipline up to and including discharge of the offending employee. Lessee acknowledges that notwithstanding any such disciplinary action taken by Lessee, County shall have the right to revoke or suspend the ID badge of any such employee in the manner set forth in Article 16.02.

ARTICLE 18 **Civil Actions**

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

obligations of the parties hereto shall be brought in the appropriate federal or state courts of the State of Florida.

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

(A) Upon the County: by Certified Mail, Return Receipt Requested, sent to (a) the party indicated in Article 20.07 (Notices) on behalf of the County and (b) with a copy to the County Attorney, Aviation Division, P.O. Box 592075, Miami, Florida 33159.

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

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

18.03 Registered Office/Agent; Jurisdiction: Notwithstanding the provisions of Article 18.02 (Notice of Commencement of Civil Action), and in addition thereto, the Lessee, if a corporation, shall designate a registered office and a registered agent, as required by Section 48.091, Florida Statutes, such designations to be filed with the Florida Department of State in accordance with Section 607.0501, Florida Statutes. If the Lessee is a natural person, 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 the provisions of the Amended and Restated Trust Agreement dated as of December 15, 2002, by and among the County and JP Morgan Chase Bank as Trustee and Wachovia Bank, National Association, as Co-Trustees, (the "Trust Agreement") and specifically the terms of Section 501 thereof, shall prevail and govern in the event of any conflict or inconsistency with or ambiguity relating to the terms and conditions of this Agreement, including the rents, fees or charges required herein, and their modification or

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

In the event the County has modified the terms and conditions of this Agreement, including any adjustment of the rentals, fees and charges required to be paid to the County pursuant to this provision, this Agreement shall be amended to incorporate such modification of the terms and conditions including the adjustment or rentals, fees and charges upon the issuance of written notice from the Department to the Lessee.

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

ARTICLE 20 **Other Provisions**

20.01 No Representation: The County makes no representation, warranty, guarantee, or averment of any nature whatsoever concerning the physical condition of the Premises, and it is agreed that 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.

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 permitted successors and assigns. This provision shall not constitute a waiver of any conditions prohibiting assignment or subletting.

20.06 Subordination to Federal Requirements:

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

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

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

As to the Lessee: Vice President
Gov't and Airport Affairs
American Airlines, Inc.
MD5317
4333 Amon Carter Boulevard
Fort Worth, TX 76155

With a copy to: Director Airport Affairs
American Airlines, Inc.
1 Skyview Drive, MD 8E101
Fort Worth, TX 7615

Lessee's General Counsel (except for routine notices
And letter Amendments/Modifications sent under
Article 3.03 Rental Rate Adjustment)

As to the Lessor: Director
Miami-Dade Aviation Department

PO Box 025504
Miami, Florida 33102-5504

With a copy to: County Attorney's Office
PO Box 025504
Miami, Florida 33102-5504

and

Credit Manager
P.O. Box 025504
Miami, Florida, 33102-5504

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. If any such notices are returned to MDAD as being undeliverable to the party whose name and address are provided above or as amended in writing by the AIRLINE, or if AIRLINE has failed to identify any AIRLINE representative above, then in either of such circumstances hand delivered notices shall be deemed received by the Lessee when presented to the local management representative of the Lessee, including, but not limited to, Lessee's Station Manager at MIA.

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: Except as may be provided by agreement between the parties, 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.

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, the Planning Department (as they may be renamed from time to time), or

any department, board or agency of the County, to agree to any specific request of Lessee that relates in any way to the regulatory or quasi-judicial power of the County' and the County shall be released and held harmless by 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 reversal of the County's action.

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

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

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

20.16 Quiet Enjoyment of Others: The Lessee shall control the actions of its employees, agents, invitees and those doing business with it, 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.

20.18 Destruction of Premises: Notwithstanding the month-to-month term of this Agreement, in the event the Premises shall be destroyed or so damaged or injured by fire, windstorm, flood or other casualty during the life of this Agreement that the Premises or any portion thereof are rendered untenable, the County shall have the right, but not the

obligation, to render said Premises or damaged portion thereof tenantable by repairs completed within a reasonable period of time.

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

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

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 16.12 (Right of Flight), all of which provisions and others in this Agreement, the Lessee acknowledges may cause disruption and disturbance to the Lessee, and upon the observance by the Lessee of all the terms, provisions, covenants, and conditions imposed upon the Lessee hereunder, the Lessee shall peaceably and quietly hold and enjoy the Premises for the term of this Agreement; provided, however, that for any potential disruption or disturbance arising from factors other than flight and aeronautical use of the Airport, the County will take into consideration reasonable alternative methods of accomplishing a task that may result in disruption or disturbance to Lessee, but County's determination of which alternative to use shall be within County's sole discretion; and provided further that the County shall not be liable for any violation of this clause or for any disruption or disturbance 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 Definition of Day: The term "day(s)", as used herein, shall refer to calendar days; provided, however, the term "business day(s)" shall mean all days except Saturdays and Sundays and specifically designated official County holidays. County reserves the right to amend designated holidays and to add or remove holidays and shall give AIRLINE notice of any such action. At the present time, the holidays consist of: (1) New Year's Day; (2) Martin Luther King's Birthday; (3) President's Day; (4) Memorial Day; (5) Independence Day; (6) Labor Day; (7) Columbus Day; (8) Veteran's Day; (9) Thanksgiving Day; (10) Day after Thanksgiving Day; and (11) Christmas Day.

20.21 Successor Authority: Lessee agrees that if an airport authority shall be created to succeed to the County and to MDAD in the administration and operation of the Airport

System, the provisions of this Agreement shall continue to be binding on the Lessee and such airport authority, and such airport authority shall be deemed to have succeeded to the rights and duties of the County and to MDAD under this Agreement to the extent that the Board of County Commissioners shall transfer such rights and duties to such airport authority.

20.22 Entirety of Agreement: The parties hereto agree that this Agreement sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except as may be specifically authorized herein or by written instrument executed by the parties hereto. This Agreement supersedes any prior agreements between the County and the Lessee with respect to the lease of Airport Terminal premises, except for any obligations of the Lessee, which expressly, under contract or law, survive the termination of such agreements.

* * *

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)

AMERICAN AIRLINES, INC.

By:  _____

**Michael J. Minerva, Jr.
Vice President - Government and Airport Affairs**

Print Name

ATTEST:

The undersigned is the Secretary of the Airline or other entity or is the officer thereof who is responsible for certifying documents and actions of the Airline or entity. I hereby certify that the person signing this above document is the president or other authorized representative and who, by the laws of the country or state in which the Airline or entity is established and by the authority provided by the airline's or entity's internal regulations, is authorized by such laws and regulations to execute this document on behalf of the Airline or entity.

**Approved as to form
and Legal Sufficiency**



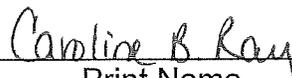
Assistant County Attorney

11/18/19

Date



Secretary or other officer



Print Name

(Corporate or Company Seal or Stamp)

TERMINAL VIP CLUB LEASE AGREEMENT

TAB A

SCHEDULE I

DESCRIPTION OF PREMISES

(Article 1.01)

**SCHEDULE I
AMERICAN AIRLINES, INC.
AMAX9442.MTM
EFFECTIVE DECEMBER 1, 2016**

1. 2,439 square feet of
Air-conditioned VIP Club D30
Class II space
Exhibit B-1, ID#2DD21427
2. 23,085 square feet of
Air-conditioned VIP Club D30
Class II space
Exhibit C-1, ID#2DD31428
3. 519 square feet of
Air-conditioned Concourse Space D30
Class III space
Exhibit C-1, ID#3DD31269
4. 123 square feet of
Air-conditioned Concourse Space D30
Class III space
Exhibit C-1, ID#3DD31457
5. 3,313 square feet of
Air-conditioned Concourse Space D30
Class III space
Exhibit C-1, ID#3DD31520
6. 13,997 square feet of
Air-conditioned VIP Club D15
Class II space
Exhibit C-2, ID#2DA3625
7. 431 square feet of
Air-conditioned Concourse Space D15
Class III space
Exhibit C-2, ID#3DA3752
8. 121 square feet of
Air-conditioned Concourse Space D15
Class III space
Exhibit C-2, ID#3DA3839

TERMINAL VIP CLUB LEASE AGREEMENT

TAB B

SCHEDULE II

RENTALS CALCULATION

(Article 1.01)

AMERICAN AIRLINES, INC. - X9442.MTL

SCHEDULE II

EFFECTIVE DECEMBER 1, 2016

ITEM	EXHIBIT	DESCRIPTION	CLASS	ID #	SQ.FT.	%USE	RATE	ANNUAL	MONTHLY	TAX/MTH
1	Exhibit B-1	D-30 A/C VIP Club space	2	DD21427	2,439	100%	\$ 130.41	\$ 318,069.99	\$ 26,505.83	\$ 1,855.41
2	Exhibit C-1	D-30 A/C VIP Club space	2	DD31428	23,085	100%	\$ 130.41	\$ 3,010,514.85	\$ 250,876.24	\$ 17,561.34
3	Exhibit C-1	D-30 A/C Concourse space	3	DD31269	519	100%	\$ 86.94	\$ 45,121.86	\$ 3,760.16	\$ 263.21
4	Exhibit C-1	D-30A/C Concourse space	3	DD31457	123	100%	\$ 86.94	\$ 10,693.62	\$ 891.14	\$ 62.38
5	Exhibit C-1	D-30 A/C Concourse space	3	DD31520	3,313	100%	\$ 86.94	\$ 288,032.22	\$ 24,002.69	\$ 1,680.19
6	Exhibit C-2	D-15 A/C VIP Club space	2	DA3625	13,997	100%	\$ 130.41	\$ 1,825,348.77	\$ 152,112.40	\$ 10,647.87
7	Exhibit C-2	D-15 A/C Concourse space	3	DA3752	431	100%	\$ 86.94	\$ 37,471.14	\$ 3,122.60	\$ 218.58
8	Exhibit C-2	D-15 A/C Concourse space	2	DA3839	121	100%	\$ 86.94	\$ 10,519.74	\$ 876.65	\$ 61.37
TOTALS								\$ 5,545,772.19	\$ 462,147.68	\$ 32,350.34

RATES EFFECTIVE 10/01/16 TO 9/30/17

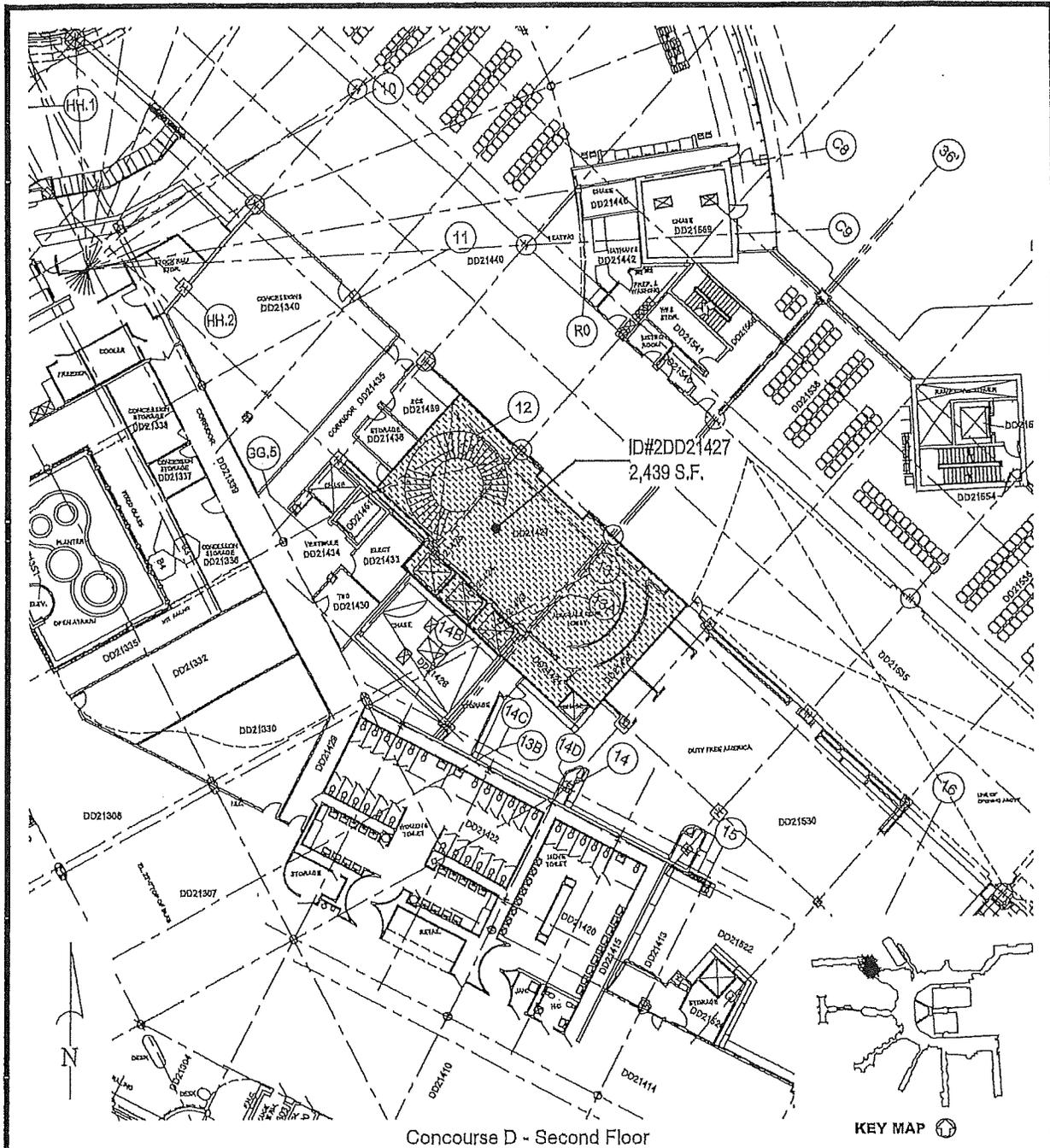
Class	Description	Rate \$/Yr
1	Ticket Counter	\$ 86.94
2	A/C Space Terminal	\$ 130.41
2	A/C VIP Club Space	\$ 130.41
3	A/C Space Concourse	\$ 86.94
4	Non A/C Space	\$ 43.47
5	Covered Ramp	\$ 21.74
6	Other	\$ 86.94

TERMINAL VIP CLUB LEASE AGREEMENT

TAB C

LEASED SPACE EXHIBIT(S)

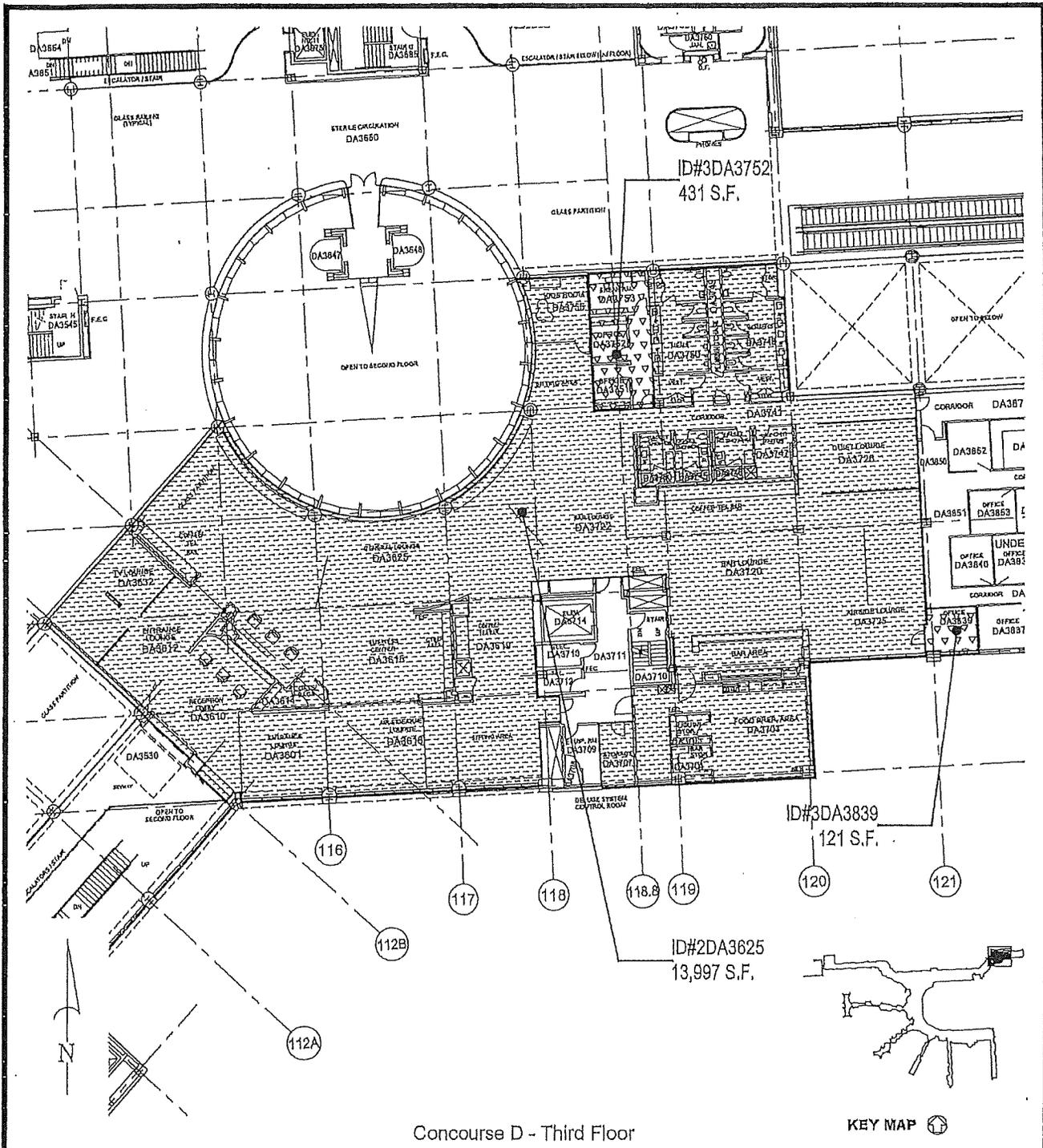
(Article 1.01)



Concourse D - Second Floor

KEY MAP

CODE:	SPACE CLASS	SQ. FT.	MIAMI DADE AVIATION DEPARTMENT MIAMI INTERNATIONAL AIRPORT
	A/C Office space	2,439	
		2,439	EXHIBIT B-1 AMERICAN AIRLINES INC
SCALE: 1/32" = 1'-0"	FILE #: 2559	DATE: 6/01/2011	



Concourse D - Third Floor

KEY MAP

CODE:	SPACE CLASS	SQ. FT.
	VIP Club	13,997
	A/C Office space	552
		14,549

MIAMI DADE
 AVIATION DEPARTMENT
 MIAMI INTERNATIONAL AIRPORT

EXHIBIT C-2
AMERICAN AIRLINES
INC

SCALE: 1/32" = 1'-0"

FILE #: 2561

DATE: 10/01/2016

TERMINAL VIB CLUB LEASE AGREEMENT

TAB D

COUNTY SECURITY DEPOSIT POLICY

(Article 3.02)

Hon. Chairperson and Members
Board of County Commissioners

DATE: March 15, 1994

SUBJECT: Revision of Security
Deposits Policy for
Terminal Building
Leases, Miami
International Airport

DM: 
Jaquín G. Aviño, F.E., P.L.S.
County Manager

RECOMMENDATION:

It is recommended that the Board approve the attached Exhibit, which amends the Aviation Department's policy relative to security deposits required from airlines leasing space in the Terminal Building at Miami International Airport. The revised policy allows for the reduction and/or waiver of the security deposit for airlines with a good history of timely rental payments.

BACKGROUND:

For many years, consistent with Board approved policy, the Aviation Department, in its leases, has required that the lessee maintain a minimum two months security deposit with the Department. The leases provide that the Department may, in its discretion, increase the amount of the required deposit, up to an equivalent of six months rentals, if the lessee has a history of late payments or if published financial reports indicate that the lessee's ability to continue to make payments on a timely basis may be in jeopardy.

The Terminal Building at Miami International Airport ("Airport") is a property financed under the terms of the 1954 Trust Agreement, as amended, and is therefore termed a "Port Authority Property" ("PAP"). Under the Trust Agreement, and the Supplemental Agreements with certain airlines, the Airport landing fees are adjusted periodically so as to ensure that PAP revenues are sufficient to pay current operating expenses and debt service requirements for bonds issued under the Trust Agreement.

Some time ago, the airlines' Airport Affairs Committee, consisting of the airlines that are signatories to the Supplemental Agreements, requested the Aviation Department to review its policy, particularly as to Port Authority Properties within the Terminal Building, since the airlines feel that through their guarantee to pay landing fees they have agreed to assume the risk for any revenue deficiencies resulting from any rental delinquencies. As a result the Department has developed the attached recommended policy for airline Terminal Building Leases, similar to that currently in place for Aviation User

Credit Agreements, governing the payment of landing fees, as approved by Board Resolution No. R-912-90, adopted on September 11, 1990.

The recommended revised policy, as described in the attached Exhibit, is summarized as follows:

- (a) The current policy requiring a two (2) month security deposit, with the Department having the right to require an increase of up to a six month equivalent, under certain circumstances, will continue.
- (b) Once an airline Terminal Building lessee has developed a record of 24 consecutive months of timely payments and compliance with security deposit requirements, the airline's security deposit requirement will be reduced to one month.
- (c) After completion of an additional 12 months with an acceptable record, the security deposit requirement will be waived.
- (d) If the lessee subsequently develops a poor payment history or if the Department has reason to believe the lessee's ability to pay may be in jeopardy, the Department may reinstate some or all, up to six months, of the security deposit requirement.
- (e) Failure to pay the security deposit requirement or to maintain it at required levels constitutes a "payment default", subject to five (5) days termination notice, under terms of the lease agreements.

This policy will be applicable to all new airline Terminal Building tenant leases, effective as of April 1, 1994, and retroactively to those currently in place.

TERMINAL BUILDING LEASES
MIAMI INTERNATIONAL AIRPORT

POLICY RE WAIVER OF SECURITY DEPOSIT REQUIREMENTS

Effective Date: April, 1, 1994

Inasmuch as the airlines using Miami International Airport and leasing property in the Terminal Building, primarily a Port Authority Property, pursuant to the 1954 Trust Agreement, as amended, are required to pay landing fees, which landing fees, based on agreements with certain domestic air carriers, are subject to semi-annual adjustment to cover any projected deficiencies in the revenues of the Port Authority Properties, the Dade County Aviation Department ("Department") hereby adopts the following policy relative to security deposits required of lessee airlines renting facilities in the Terminal Building:

New Tenants:

Prior to occupancy of leased Terminal Building premises, airline lessees shall pay to the Department an amount equal to two (2) times the required total monthly rental, including applicable sales taxes, as determined pursuant to the lease (the "basic security deposit requirement"). If the basic security deposit requirement is in excess of \$15,000, the tenant shall be permitted to provide an irrevocable bank letter of credit, issued on a Federal or State bank, or other form of security acceptable to the Department, in a form acceptable to the Department, in lieu of cash.

After an airline Terminal Building lessee has had a Terminal Building lease for at least 24 consecutive months, said lessee may request the Department, in writing, for a partial decrease in its basic security deposit requirement. If said lessee has demonstrated an acceptable credit history to the Department and has had no incidences of late payment of Terminal rental and landing fee payments, within the prior 24 consecutive months, the Department may reduce the basic security deposit requirement to the equivalent of one (1) times the then required total monthly rental, including applicable sales taxes.

If the airline Terminal Building lessee continues to demonstrate an acceptable credit history and record of timely payment of rentals and landing fees required for an additional twelve (12) consecutive months, upon the written request of the lessee, the Department may waive the remaining portion of the basic security deposit requirement.

Existing Tenants:

The above stated policy shall be applicable retroactively to all airlines holding Terminal Building leases as of the effective date of this policy.

Rights of the Department:

As provided in the Security Deposit requirements article in the standard Terminal Building leases, the Department shall at all times have the right to demand a security deposit equivalent to up to six months required rental payments, including applicable sales taxes (the basic requirement, plus up to an additional four months), if the lessee has a history of late payment of rentals and landing fees and/or if the Department, based on authoritative published financial reports, has reason to believe that the lessee's ability to continue to pay rentals and landing fees on a timely basis is in jeopardy. Such right shall include the right to reinstate previously waived basic security deposit requirements.

The Department shall at all times have the right to adjust the basic security deposit requirements, upward or downward, based on changes in rental rates and leased premises.

Failures to Maintain Current Required Security Deposits:

A failure of a lessee, upon written demand by the Department, to make payment of or provide for a security deposit required hereunder, including the restoration to the full required amount of monies withdrawn under a irrevocable letter of credit, shall constitute a "Payment Default" under the lessee's Terminal Building lease, providing for termination after five days written notice of such default and failure of the lessee to cure the default within the five day notice period.

RESOLUTION NO. R-335-94

RECEIVED
APR 1 1994
ADMINISTRATION

RESOLUTION APPROVING REVISED AVIATION DEPARTMENT POLICY RELATING TO SECURITY DEPOSITS REQUIRED OF AIR CARRIER LESSEES IN TERMINAL BUILDING, AND ESTABLISHING SUCH REVISED POLICY AS THE POLICY OF THE COUNTY FOR AVIATION DEPARTMENT; AUTHORIZING AVIATION DIRECTOR TO IMPLEMENT SUCH POLICY

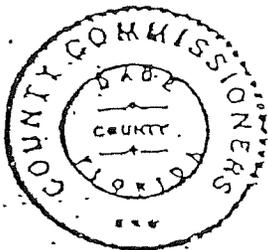
WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA, that this Board hereby approves the revised Aviation Department policy relating to security deposits required of air carrier lessees in the Terminal Building at Miami International Airport, such policy being more particularly set forth in the accompanying memorandum from the County Manager with the Exhibit thereto, and this Board hereby establishes such revised policy to be the policy of the County with respect to the Aviation Department; this Board hereby directs the Aviation Director to implement such policy for new air carrier Terminal Building leases at Miami International Airport with effective dates on and after April 1, 1994; for existing air carrier Terminal Building leases, such policy shall be made applicable as of April 1, 1994, and in the event such leases require amendments thereto for April 1, 1994 applicability, the Aviation Director is authorized to execute appropriate amendments retroactively as required.

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

James Burke	aye	Miguel Diaz de la Portilla	absent
Betty T. Ferguson	aye	Maurice A. Ferre	aye
Larry Hawkins	aye	Bruce Kaplan	aye
Natacha S. Millan	aye	Dennis C. Moss	aye
Alexander Penelas	aye	Pedro Reboledo	aye
Javier D. Souto	aye	Sherman S. Winn	aye
Arthur E. Teele, Jr.	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 15th day of March, 1994.



DADE COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

WILLIAM G. OLIVER

By: _____
Deputy Clerk

Approved by County Attorney as to form and legal sufficiency. *[Signature]*

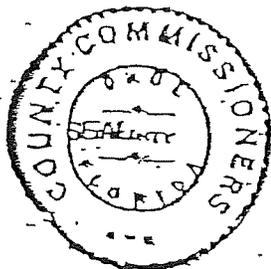
STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

I, HARVEY FLVIN, Clerk of the Circuit Court In and for Dade County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Resolution No. R-335-94, adopted by the said board of County Commissioners at its meeting held on March 15, 19 94.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 16th day of March, A.D. 19 94.

HARVEY FLVIN, Clerk
Board of County Commissioners
Dade County, Florida

BY C. Philippe
Deputy Clerk



Board of County Commissioners
Dade County Florida

TERMINAL VIP CLUB LEASE AGREEMENT

TAB E

LETTER OF CREDIT – FORM

(Article 3.02)

(On bank's letterhead)

Irrevocable Standby Letter of Credit

Date: _____

L.O.C. No. _____

Miami Dade Aviation Department
Attn: Credit Manager
4200 NW 36TH Street Bldg 5A Suite 300
Miami, FL 33122

Gentlemen:

By order of _____ (Name of User) _____, we hereby issue our Irrevocable Standby Letter of Credit No. _____ in your favor in an amount not to exceed \$ _____ in US Funds, effective immediately, and expiring at the close of business on _____, 20__ at our counters at _____.

Funds under this Letter of Credit are available to you against your draft(s) drawn on us at sight, identifying your Letter of Credit number. Each such draft(s) must be accompanied by your written statement purported to be signed by an official of the Miami Dade Aviation Department reading as follows:

"that _____ (Name of User) _____ has failed to pay rental fees due to the Miami Dade Aviation Department in advance on the first of each month", or that _____ (Name of User) _____ has failed to pay fees and other charges required to be paid by the User to the Miami Dade Aviation Department pursuant to the provisions of the Miami Dade Aviation Department Airline Use Agreement for the use of facilities, equipment and services at Miami International Airport, such payments including, but not limited to, those being more particularly set forth in Article 8 thereof", or "that _____ (Name of User) _____ has failed to comply with the terms of any credit, lease concession or payment agreement entered into with the Miami Dade Aviation Department" and "we are hereby presenting our draft for payment."

Partial drawings under this Letter of Credit are permitted.

This Letter of Credit shall be valid until _____, 20__ and shall thereafter be automatically renewed without amendment for successive one-year periods upon each anniversary or before the above expiration date unless we notify you in writing by overnight courier at your above address, at least sixty (60) days prior to the above stated expiration date, that we elect not to renew this Letter of Credit.

In the event that we elect not to extend this Letter of Credit and notify you as above then this Letter of Credit shall be available by your draft at sight on us, which need not be accompanied by the above mentioned statement.

We hereby engage with you that all drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored by us if presented at our counters with this original Letter of Credit while this Letter of Credit is in force and effect.

Except so far as otherwise expressly stated, this letter of credit is governed by International Standby Practices 1998 (ISP) promulgated jointly by the Institute for International Banking Law and Practice and International Chamber of Commerce effective Jan. 1, 1999 (found in ICC Publication No. 590).

Issuing Bank

By: _____
Signature

(Print Name)

(Print Title)

TERMINAL VIP CLUB LEASE AGREEMENT

TAB F

**AUDIT REPORT, SCHEUDLE &
MANAGEMENT LETTERS FORMAT**

(Article 3.12)

AUDIT REPORT SAMPLE

INDEPENDENT AUDITOR'S REPORT

Board of Directors
XYZ Corporation

We have audited the accompanying Schedule of Gross Revenues and Percentage Fees Paid (as defined in the Lease Agreement between Miami-Dade Aviation Department, as Lessor, and XYZ Corporation, as Lessee) of XYZ Corporation for the year ended _____, __, 20___. This schedule is the responsibility of XYZ Corporation's management. Our responsibility is to express an opinion of this schedule based on our audit.

We conducted our audit in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the Schedule of Gross Revenues and Percentage Fees Paid is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the schedule. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall schedule presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the Schedule of Gross Revenues and Percentage Fees Paid referred to above presents fairly, in all material respects, the gross revenues of XYZ Corporation for the year ended _____, __, 20__ and the related fees paid, as defined in the Lease Agreement referred to in the first paragraph.

This report is intended solely for the information and use of the Board of Directors and management of XYZ Corporation and Miami-Dade County Aviation Department and should not be used for any other purpose.

ABC & DEF, CPAs
_____, __, 20__

COMPLIANCE LETTER SAMPLE

INDEPENDENT AUDITOR'S REPORT

Board of Directors
XYZ Corporation

We have audited, in accordance with generally accepted auditing standards, the Schedule of Gross Revenues and Percentage Fees Paid of XYZ Corporation for the year ended _____, __, 20__ and have issued our report thereon, dated _____, __, 20__. We have not performed any substantive audit procedures beyond the dated of our report on the Schedule of Gross Revenues and Percentage Fees Paid. Accordingly, this report is based on our knowledge as of that date and should be read with that understanding.

In connection with our audit, nothing came to our attention that caused us to believe that XYA Corporation failed to comply with the term of the Lease Agreement with Miami-Dade County Aviation Department insofar as they relate to the Company's book of accounts, records and reports. However, our audit was not directed primarily toward obtaining knowledge of such non-compliance.

This report is intended solely for the information and use of the Board of Directors and management of XYZ Corporation and Miami-Dade County Aviation Department and should not be used for any other purpose.

ABC & DEF, CPAs
_____, __, 20__

MANAGEMENT LETTER SAMPLE

INDEPENDENT AUDITOR'S REPORT

Board of Directors
XYZ Corporation

In planning and performing our audit of the Schedule of Gross Revenues and Percentage Fees Paid of XYZ Corporation for the year ended _____, 20__; we considered its internal control structure in order to determine our auditing procedures for the purpose of expressing our opinion on the Schedule of Gross Revenues and Percentage Fees Paid and not to provide assurance the internal control structure. Our consideration of the internal control structure would not necessarily disclose all matters in the internal control structure that might be material weaknesses under the standards established by the American Institute of Certified Public Accountants.

A material weakness is a condition in which the design or operation of one or more of the specific internal control structure elements does not reduce to a relatively low level the risk that errors or irregularities in amounts that would be material in relation to the Schedule of Gross Revenues and Percentage Fees Paid being audited may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions. However, we noted no matters involving the internal control structure and its operation that we consider to be material weaknesses as defined above.

This report is intended solely for the information and use of the Board of Directors and management of XYZ Corporation and Miami-Dade County Aviation Department and should not be used for any other purpose.

ABC & DEF, CPAs
_____, 20__

TERMINAL VIP CLUB LEASE AGREEMENT

TAB G

RESERVED

TERMINAL VIP CLUB LEASE AGREEMENT

TAB H

**DRUG-FREE WORKPLACE
ANNUAL CERTIFICATION - FORM**

(Article 16.05)

ANNUAL DRUG-FREE WORKPLACE AFFIDAVIT (Section 2-8.1.2 of the Code)

That in compliance with Section 2-8.1.2 of the Code, the contracting entity certifies:

- (A) That as of the commencement date of this agreement with Miami-Dade County it shall provide a drug-free workplace for its employees in accordance with the provisions of Section 2-8.1.2 of the Code.
1. Will provide a written statement to each employee notifying the employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, as defined in Section 893.02(4), Florida Statutes, as same may be amended from time to time, in the contracting entity's workplace(s) is prohibited and specifying the action the contracting entity will take against employees for violation of such prohibition. Such written statement shall also inform the employee of:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The contracting entity's policy of maintaining a drug-free environment at all of its workplaces, including but not limited to all locations where employees perform any task relating to any portion of the above contract;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations.
 2. Will require each employee to sign a copy of the written statement referred to in paragraph 1 above to acknowledge receipt of the written statement and advice as to specifics of such policy. The contracting entity covenants to retain the statements signed by its employees. The contracting entity covenants to post in a prominent place at all of its workplaces a written statement of its policy containing the foregoing elements (1) (i) through (iv);
 3. Will notify each employee in the statement required by paragraph 1 above that as a condition of employment that the employee will:
 - (i) Abide by the terms of the statement, and
 - (ii) Notify the contracting entity of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 4. Will notify the County within ten (10) days after receiving notice under paragraph 3 above from an employee or otherwise receiving actual notice of conviction;
 5. Will impose appropriate personnel action against such employee referred in paragraph 4 above up to and including termination, or require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State or local health, law enforcement, or other appropriate agency;
 6. Will make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5 of this Affidavit.

(B) Will certify annually on or before the anniversary date of the lease, concession permit, license, construction contract, professional services agreement, management or other agreement that I is in compliance with the provisions of Section 2-8.1.2 of the Code.

[] Check this box if, pursuant to Section 2-8.1.2(e) of the Code of Miami-Dade County, the entity has obtained a waiver by the Procurement Management Division Director of Miami-Dade County of the obligation to comply with the provisions of Section 2-8.1.2. Attach a copy of the waiver and fill in the following sentence: The entity hereby certifies that the waiver of the provisions of Section 2-8.1.2 signed by the Procurement Management Division Director on _____, 20 ____, is in full and effect as of the date of this Affidavit.

OR

Entity may also comply with the County's Drug Free Workplace Certification where a person or entity is required to have a drug-free workplace policy by another local, state or federal agency, or maintains such of its own accord and such policy meets the intent of this ordinance.

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

(C) That the contracting entity will certify annually on or before the anniversary date of the lease, concession permit, license, construction contract, professional services agreement, management or other agreement that is in compliance with the provisions of Section 2-8.1.2 of the Code.

Full name of entity

By: _____
Signature of Representative Title Date

Print Name of Representative

STATE OF: _____

COUNTY OF: _____

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____, 20____

by _____, of _____, who is personally known
(Authorized Representative) (Name of contracting entity)

to me or has produced _____ as identification and who did/did not take an oath.
(Type of Identification)

(Signature of Notary)

(Notary Commission Number)

(Print of Name)

(Expiration Date)

Notary Public – State of _____
(State)

Notary Stamp or Seal:

TERMINAL VIP CLUB LEASE AGREEMENT

TAB I

**CONTAMINATION ASSESSMENT REPORTS
(CARS) REMEDIAL ACTION PLANS (RAPS) &
SCHEUDLE 8**

(if applicable)

(Article 8.04C(1))

Schedule 8 for Terminal (Concourses A - J) at Miami International Airport

Doc ID	Report Date	Report Name	Prepared By
E00037	01-Aug-94	CONTAMINATION ASSESSMENT REPORT CONCURSE A Miami International Airport Miami, Florida	BBL
E00038	03-Jan-95	REVISED CONTAMINATION ASSESSMENT REPORT CONCURSE A Miami International Airport Miami, Florida	BBL
E00039-1	01-Aug-95	REMEDIATION ACTION PLAN - PHASE I ADDENDUM CONCURSE A Miami International Airport Dade County, Florida	BBL
E00041	03-Jan-95	CONTAMINATION ASSESSMENT REPORT CONCURSE B VOLUME I	BBL
E00042	03-Jan-95	CONTAMINATION ASSESSMENT REPORT CONCURSE B VOLUME II	BBL
E00043	03-Jan-95	CONTAMINATION ASSESSMENT REPORT CONCURSE B VOLUME III	BBL
E00044	01-Jun-95	CONTAMINATION ASSESSMENT REPORT ADDENDUM CONCURSE B Miami International Airport Miami, Florida	BBL
E00045	26-Oct-94	CONTAMINATION ASSESSMENT REPORT DADE COUNTY AVIATION DEPARTMENT CONCURSE B-C AREA MIAMI INTERNATIONAL AIRPORT MIAMI, DADE COUNTY	ATC
E00046	21-Nov-94	CONTAMINATION ASSESSMENT REPORT AMENDMENT DADE COUNTY AVIATION DEPARTMENT CONCURSE B-C AREA MIAMI INTERNATIONAL AIRPORT MIAMI, DADE COUNTY	ATC
E00047	23-Mar-95	REVISED CONTAMINATION ASSESSMENT REPORT Dade County Aviation Department Miami International Airport B-C Concourse Area Miami, Dade County, Florida	ATC
E00048	14-Jun-94	REMEDIATION ACTION PLAN VOL. I Dade County Aviation Department Miami International Airport B-D Concourse Area Miami, Dade County, Florida	ATC
E00049	24-Oct-94	REMEDIATION ACTION PLAN VOL. III Dade County Aviation Department Miami International Airport B-D Concourse Area Miami, Dade County, Florida	ATC
E00050-2	30-Jun-94	CONCURSE C PROPOSED LUGGAGE SHED LOCATION REMEDIATION ASSESSMENT REPORT MIAMI INTERNATIONAL AIRPORT MIAMI, DADE COUNTY, FLORIDA	ATC
E00050-4	01-Aug-94	MIA RAP IMPLEMENTATION AT CONCURSE "C" PHOTO LOG OHM PROJECT NO. 18254 DDAD WORK ORDER NO. 040-55-OHM	OHM
E00053	01-Feb-94	CONTAMINATION ASSESSMENT REPORT DADE COUNTY AVIATION DEPARTMENT C-D WRAP AREA MIAMI INTERNATIONAL AIRPORT MIAMI, DADE COUNTY, FLORIDA	ATC
E00054	22-Feb-94	CONTAMINATION ASSESSMENT REPORT DADE COUNTY AVIATION DEPARTMENT C-D WRAP AREA MIAMI INTERNATIONAL AIRPORT MIAMI, DADE COUNTY, FLORIDA	ATC
E00055-1	03-Jun-94	CONTAMINATION ASSESSMENT REPORT DADE COUNTY AVIATION DEPARTMENT C-D WRAP AREA MIAMI INTERNATIONAL AIRPORT MIAMI, DADE COUNTY, FLORIDA	ATC
E00055-3	23-Nov-94	REMEDIATION ACTION PLAN AMENDMENT I Dade County Aviation Department Miami International Airport Concourse C - D Area Miami, Dade County, Florida	ATC
E00055-4	15-Sep-95	Response To DERM's Comments on Revised RAP Concourse C-D Miami International Airport Miami, Dade County, Florida AT&T Project No. 7003794-001-19	ATC
E00062	28-Oct-93	Final Pilot Study Work Plan for Remedial Action Plan Development at Concourse E, Miami International Airport	CDM
E00065	31-Dec-93	Remedial Action Plan for Concourse E Miami International Airport Volume I - RAP ADDENDUM	CDM
E00066	31-Dec-93	Remedial Action Plan for Concourse E Miami International Airport Volume II - Appendices	CDM
E00067	01-Jan-94	CONCURSE E MIAMI INTERNATIONAL AIRPORT REMEDIATION ACTION PLAN AND REMEDIATION ACTION PLAN ADDENDUM	DAC
E00068	31-Jan-94	Remedial Action Plan for Concourse E Miami International Airport Volume I - RAP	CDM
E00073	04-Aug-95	CONCURSE E MIAMI INTERNATIONAL AIRPORT FIRST QUARTERLY REMEDIATION ACTION STATUS REPORT	OHM
E00074	07-Sep-95	REMEDIATION ACTION PLAN MODIFICATION NO. 31 CONCURSE E MIAMI INTERNATIONAL AIRPORT	OHM
E00075	23-Oct-95	CONCURSE E MIAMI INTERNATIONAL AIRPORT 2ND QUARTERLY REMEDIATION ACTION STATUS REPORT	OHM
E00077	19-Jul-96	CONCURSE E MIAMI INTERNATIONAL AIRPORT 3RD QUARTER REMEDIATION ACTION STATUS REPORT	OHM
E00080	20-Oct-93	Final Pilot Study Work Plan for Remedial Action Plan Development at Concourse F Miami International Airport	CDM
E00081	31-Dec-93	Remedial Action Plan for Concourse F Miami International Airport Volume I - RAP	CDM
E00082	31-Jan-94	Remedial Action Plan for Concourse F Miami International Airport Volume I - RAP	CDM

CDM	Project Description	Start Date	End Date	CDM
E00083	Remedial Action Plan for Miami International Airport Volume II - Appendices	31-Jan-94		CDM
E00085	TECHNICAL SPECIFICATIONS FOR THE CONCURSE F REMEDIAL ACTION PLAN IMPLEMENTATION PROJECT	29-Aug-94		OHM
E00088	QUALITY ASSURANCE/QUALITY CONTROL PLAN/CONCURSE F MIAMI INTERNATIONAL AIRPORT MIAMI FLORIDA Volume I	01-Mar-95		OHM
E00089	QUALITY ASSURANCE/QUALITY CONTROL PLAN/CONCURSE F MIAMI INTERNATIONAL AIRPORT MIAMI FLORIDA Volume II	01-Mar-95		OHM
E00090	QUALITY ASSURANCE/QUALITY CONTROL PLAN/CONCURSE F MIAMI INTERNATIONAL AIRPORT MIAMI FLORIDA Volume III	01-Mar-95		OHM
E00091	START-UP, OPERATION AND MAINTENANCE PLAN/CONCURSE F MIAMI INTERNATIONAL AIRPORT MIAMI FLORIDA Volume I	01-Mar-95		OHM
E00092	TEMPORARY REMEDIAL ACTION PLAN MODIFICATION/CONCURSE F MIAMI INTERNATIONAL AIRPORT	30-Aug-95		OHM
E00093	CONCURSE F Miami International Airport FIRST QUARTER REMEDIAL ACTION STATUS REPORT	12-Dec-96		OHM
E00094-3	LIMITED ASSESSMENT REPORT DADE COUNTY AVIATION DEPARTMENT CONCURSE H APRON MIAMI INTERNATIONAL AIRPORT MIAMI DADE COUNTY, FLORIDA	04-Apr-94		ATC
E00094-4	NOTICE OF REQUIRED TESTING PLAN/Concourse - H Miami International Airport Miami, Dade County, Florida DATEC No. 70-07-94-00062.04	30-Jun-95		ATC
E00094-5	Notice of Required Testing Completion Report/Concourse H (Gates H6-H10) Miami International Airport Miami, Dade County, Florida DATEC Project No. 70-07-94-00052.04	27-Oct-95		ATC
E00283-1	CONCURSE F MIAMI INTERNATIONAL AIRPORT SECOND QUARTER REMEDIAL ACTION STATUS REPORT	12-Dec-96		OHM
E00283-2	Concourse C-D SVE System Optimization and Efficiency Test	03-Feb-97		OHM
E00320	CONCURSE F MIAMI INTERNATIONAL AIRPORT ANNUAL REMEDIAL ACTION STATUS REPORT YEAR ONE	04-Jun-97		OHM
E00321	CONTAMINATION ASSESSMENT REPORT MIAMI INTERNATIONAL AIRPORT CONCURSE F VICINITY OF GATES 14-16 MIAMI, FLORIDA IN NOVEMBER 1991	08-Nov-91		ERM
E00335	CONCURSE E Miami International Airport YEAR TWO REMEDIAL ACTION STATUS REPORT	07-Mar-99		OHM
E00350	REPORT OF A PHASE I PRECONSTRUCTION ENVIRONMENTAL ASSESSMENT/NEW COMMUTER TERMINAL SOUTH MIAMI International Airport, Miami, Florida	06-Jun-95		LAW
E00355	Miami International Airport Concourse C-D Remedial Action Plan Modification	01-Aug-96		OHM
E00356	90% TECHNICAL SPECIFICATION/Concourse C&D RAP Implementation Miami International Airport Miami, Florida	27-Nov-95		OHM
E00357	REMEDIAL ACTION PLAN MODIFICATION/CONCURSE G-D MIAMI INTERNATIONAL AIRPORT MIAMI, FLORIDA	28-Aug-97		OHM
E00377	REMEDIAL ACTION PLAN/Phase II/Concourse A Miami International Airport Dade County, Florida	01-Apr-95		BBL
E00406	REVISED ENVIRONMENTAL INVESTIGATION FOR CONCURSE J SOIL STUDY MIAMI INTERNATIONAL AIRPORT MIAMI DADE COUNTY FLORIDA	25-Mar-98		LAW
E00409	CONCURSE F MIAMI INTERNATIONAL AIRPORT DISCHARGE MONITORING REPORT JANUARY - MARCH 1998	23-Apr-98		OHM
E00410	SOUTH TERMINAL EXPANSION SOIL STUDY MIAMI INTERNATIONAL AIRPORT MIAMI DADE COUNTY FLORIDA	10-Apr-98		LAW
E00434	INITIAL REMEDIAL ACTION SUMMARY REPORT/CONCURSE C-D WRAP AREA MIAMI INTERNATIONAL AIRPORT DDCAD PROJECT # 91068M931/ATEC PROJECT # 7	05-Jul-95		ATC
E00452	ENVIRONMENTAL INVESTIGATION FOR CONCURSE J SOIL STUDY MIAMI INTERNATIONAL AIRPORT MIAMI DADE COUNTY FLORIDA	14-Oct-97		LAW
E00492	CONCURSE C-D MIAMI INTERNATIONAL AIRPORT FIRST QUARTER REMEDIAL ACTION STATUS REPORT OCTOBER 27, 1997 - JANUARY 26, 1998	30-Apr-98		OHM
E00494	CONCURSE J APRON UTILITY PROJECT SOIL STUDY MIAMI INTERNATIONAL AIRPORT	16-Sep-98		LAW
E00518	PRE-CONSTRUCTION ENVIRONMENTAL ASSESSMENT NORTH TERMINAL DEVELOPMENT PROJECT/CONCOURSES C-D	02-Aug-99		LAW
E00569	PRE-CONSTRUCTION ENVIRONMENTAL ASSESSMENT NORTH TERMINAL DEVELOPMENT CONCOURSES A&B	25-Nov-99		LAW
E00570	PRE-CONSTRUCTION ENVIRONMENTAL ASSESSMENT NORTH TERMINAL DEVELOPMENT PROJECT/CONCOURSES B-C MIAMI INTERNATIONAL AIRPORT MIAMI-D	01-Sep-99		LAW
E00571	PRE-CONSTRUCTION ENVIRONMENTAL ASSESSMENT NORTH TERMINAL DEVELOPMENT PROJECT/CONCOURSES C-D	02-Aug-99		LAW
E00572	PRE-CONSTRUCTION ENVIRONMENTAL ASSESSMENT NORTH TERMINAL DEVELOPMENT PROJECT/CONCOURSES D-E	23-Nov-99		LAW
E00573	PRE-CONSTRUCTION ENVIRONMENTAL ASSESSMENT NORTH TERMINAL DEVELOPMENT PROJECT/REMOTE	30-Jul-99		LAW

E00574	20-Oct-99	CONCOURSE E I MIAMI INTERNATIONAL AIRPORT DISCHARGE MONITORING REPORT JULY 1999 - SEPTEMBER 1999	OHM
E00575	12-Jan-00	Limited Assessment Report (Baseline Groundwater Sampling) ConcOURSE F Miami International Airport Miami, Florida. Facility No. 199045224 F DEP Work Order No. 2000	OHM
E00577	30-Aug-99	NORTH TERMINAL DEVELOPMENT PROJECT - DATA COMPILATION AND EVALUATION	LAW
E00649	18-Jun-99	CONCOURSE E MIAMI INTERNATIONAL AIRPORT YEAR 3 ANNUAL REMEDIAL ACTION STATUS REPORT	OHM
E00657	13-Nov-00	Site Assessment Report Addendum I ConcOURSE H Miami International Airport UT-4522 File-10419	EA
E00690	01-Sep-99	CONCOURSE J PHASE II SOIL EXCAVATION MIAMI INTERNATIONAL AIRPORT MIAMI DADE COUNTY AVIATION DEPARTMENT MIAMI, FLORIDA TECHNICAL SPECIFIC	OHM
E00691	02-Jun-99	CONCOURSE J EXCAVATION WORK PLAN I PHASE III IDEP Facility I.D. No. 1399601054 Pre-approved Advance Cleanup - Contract No. PAC098	OHM
E00692	23-Feb-98	CONCOURSE E MIAMI INTERNATIONAL AIRPORT DISCHARGE MONITORING REPORT JANUARY - MARCH 1997	OHM
E00693	23-Feb-98	CONCOURSE E MIAMI INTERNATIONAL AIRPORT DISCHARGE MONITORING REPORT JULY - SEPTEMBER 1997	OHM
E00694	23-Feb-98	CONCOURSE E MIAMI INTERNATIONAL AIRPORT DISCHARGE MONITORING REPORT OCTOBER - DECEMBER 1997	OHM
E00695	24-Apr-98	CONCOURSE E MIAMI INTERNATIONAL AIRPORT DISCHARGE MONITORING REPORT JANUARY - MARCH 1998	OHM
E00696	12-Aug-98	CONCOURSE E MIAMI INTERNATIONAL AIRPORT DISCHARGE MONITORING REPORT APRIL - JUNE 1998	OHM
E00697	12-Aug-99	CONCOURSE E MIAMI INTERNATIONAL AIRPORT DISCHARGE MONITORING REPORT APRIL 1999 - JUNE 1999	OHM
E00698	01-Dec-99	CONCOURSE E MIAMI INTERNATIONAL AIRPORT DISCHARGE MONITORING REPORT JANUARY 2000 - MARCH 2000	OHM
E00699	06-Aug-99	CONCOURSE E MIAMI INTERNATIONAL AIRPORT YEAR 3 ANNUAL REMEDIAL ACTION STATUS REPORT ADDENDUM 18 HOUR SYSTEM PRE-STARTUP RESULTS	OHM
E00707	31-May-00	SOIL ASSESSMENT STUDY ConcOURSE D Miami International Airport Miami Dade County, Florida	OHM
E00807	11-Jul-00	PRE-CONSTRUCTION ENVIRONMENTAL ASSESSMENT ADDENDUM NORTH TERMINAL DEVELOPMENT CONCOURSE B-C	LAW
E00917	01-Dec-87	CONCOURSE E HYDROCARBON PROGRAM STATUS REPORT JULY 1987 THROUGH DECEMBER 1987	INTB
E00945	01-Sep-92	Environmental Audit I Pan American World Airways Main Base Miami International Airport September 1992 Table of Contents, Report of Findings Text Sections 1.0 - 8.0	ERM
E00952	01-Jul-01	Results of Groundwater and Soil Assessment Activities, ConcOURSE F Miami International Airport Miami Dade County, Florida	IT
E00963	01-Mar-01	Pre-Construction Assessment Report ConcOURSE H-J Miami International Airport Miami, Florida	EA
E01111	31-Jul-01	Results of Groundwater and Soil Assessment Activities, ConcOURSE F	IT
E01119	16-Sep-98	CONCOURSE J APRON/UTILITY PROJECT SOIL STUDY MIAMI INTERNATIONAL AIRPORT MIAMI-DADE COUNTY, FLORIDA	LAW
E01186	25-Mar-02	Concourse H-J Site Assessment Report	BND
E01280	12-Jul-02	E01280 Miami International Airport Concourses F-G-H Environmental Site Assessment Available On Line	Weshorp & Assoc., Inc.
E01280	12-Jul-02	E01280 Miami International Airport Concourses F-G-H Environmental Site Assessment Available On Line	Weshorp & Assoc., Inc.
E01365	05-Jul-95	E01365 INITIAL REMEDIAL ACTION SUMMARY REPORT CONCOURSE C-D WRAP AREA MIAMI INTERNATIONAL AIRPORT DCAD PROJECT # 91068M931 ATEC PRO	ATEC ASSOCIATES, INC.
E01400	27-Oct-95	E01400 Notice of Required Testing Completion Report ConcOURSE H (Gates H-H) Miami International Airport Miami Dade County Florida ATEC Project No. 70-07-94-0008	ATEC ASSOCIATES, INC.
E01414	31-Jan-94	E01414 Dade County Aviation Department Remedial Action Plan for ConcOURSE E Miami International Airport Volume I - RAP TADDENDUM	CDM
E01418	31-Dec-93	E01418 Dade County Aviation Department Remedial Action Plan for ConcOURSE E Miami International Airport Volume I - RAP	CDM
E01449	12-Feb-96	E01449 CONCOURSE F Miami International Airport FIRST QUARTER REMEDIAL ACTION STATUS REPORT	OHM REMEDIAL SERV / CORP.
E01451	31-Dec-93	E01451 DADE COUNTY AVIATION DEPARTMENT REMEDIAL ACTION PLAN FOR CONCOURSE E MIAMI INTERNATIONAL AIRPORT VOLUME II APPENDICES	OHM
E01478	01-Nov-95	REMEDIAL ACTION PLAN I PHASE I ConcOURSE B I Areas Adjacent to Ground-Water Monitoring Wells MW-62 and MW-B10 Miami International Airport Dade County Aviation D	BBL
E01506	30-Apr-98	E01506 CONCOURSE C-D MIAMI INTERNATIONAL AIRPORT FIRST QUARTER REMEDIAL ACTION STATUS REPORT OCTOBER 27, 1997 - JANUARY 26, 1998	OHM REMEDIAL SERV / CORP.

ID	Date	Activity	RINKER
E01516	26-Jan-94	E01516 I C AND D WRAP- MIA SOIL SAMPLING AND ANALYSIS	
E01539	11-Jul-00	E01539 PRE-CONSTRUCTION ENVIRONMENTAL ASSESSMENT-ADDENDUM NORTH TERMINAL DEVELOPMENT CONCOURSES B-C	LAWGIBB
E01569	23-Nov-99	E01569 PRE-CONSTRUCTION ENVIRONMENTAL ASSESSMENT NORTH TERMINAL DEVELOPMENT PROJECT CONCOURSES A-B	LAWGIBB
E01570	01-Sep-99	E01570 PRE-CONSTRUCTION ENVIRONMENTAL ASSESSMENT NORTH TERMINAL DEVELOPMENT PROJECT CONCOURSES B-C	LAWGIBB
E01576	23-Nov-99	E01576 PRE-CONSTRUCTION ENVIRONMENTAL ASSESSMENT NORTH TERMINAL DEVELOPMENT PROJECT CONCOURSE D-E	LAWGIBB
E01586	14-Jun-94	E01586 ATEC Remedial Action Plan Vol. II Dade County Aviation Department Miami International Airport B-D Concourse Area Miami, Dade County, Florida	ATEC
E01587	15-Jun-95	E01587 REVISED REMEDIAL ACTION PLAN VOL. III Dade County Aviation Department Miami International Airport C-D Concourse Area Miami, Dade County, Florida	ATEC
E01588	24-Oct-94	E01588 REMEDIAL ACTION PLAN VOL. II Dade County Aviation Department Miami International Airport B-D Concourse Area Miami, Dade County, Florida	ATEC
E01589	15-Jun-95	E01589 REVISED REMEDIAL ACTION PLAN VOL. II Dade County Aviation Department Miami International Airport C-D Concourse Area Miami, Dade County, Florida	ATEC
E01590	09-Feb-96	E01590 CONOURSE C-D REMEDIATION SYSTEM INSTALLATION PROJECT MIAMI INTERNATIONAL AIRPORT MIAMI FLORIDA STORMWATER POLLUTION PREVENTION	OHM
E01592	29-Nov-95	E01592 100% TECHNICAL SPECIFICATION - I Concourse C&D RAP Implementation Miami International Airport Miami, Florida	OHM
E01593	01-Aug-96	E01593 Miami International Airport Concourse G-D Remedial Action Plan Modification	OHM
E01596	30-Aug-94	E01596 QUALITY ASSURANCE/ QUALITY CONTROL PLAN CONCOURSE C	OHM
E01597	20-Dec-94	E01597 MIA RAP IMPLEMENTATION CONCOURSE C PHOTO LOG OHM PROJECT NO. 16254DDCAD WORK ORDER NO. 040-55-OHM	OHM
E01598	28-Aug-97	E01598 REMEDIAL ACTION PLAN MODIFICATION NO. 1 CONCOURSE C-D MIAMI INTERNATIONAL AIRPORT MIAMI, FLORIDA	OHM
E01609	28-Aug-97	E01609 REMEDIAL ACTION PLAN MODIFICATION NO. 1 CONCOURSE C-D MIAMI INTERNATIONAL AIRPORT MIAMI, FLORIDA	OHM
E01610	03-Feb-97	E01610 Concourse C-D SVE System Optimization and Efficiency Test	OHM
E01631	01-Jun-95	E01631 CONTAMINATION ASSESSMENT REPORT ADDENDUM Concourse B Miami International Airport	BBL
E01632	01-Aug-95	E01632 REMEDIAL ACTION PLAN - PHASE II ADDENDUM Concourse A Miami International Airport Dade County, Florida	BBL
E01633	25-Aug-95	E01633 Dade County Aviation Department Miami International Airport Concourse B CARA, Response to July 10 Meeting	BBL
E01634	01-Apr-95	E01634 REMEDIAL ACTION PLAN PHASE I	BBL
E01635	01-Sep-94	E01635 INITIAL REMEDIAL ACTION REPORT	BBL
E01644	01-Jan-95	E01644 REVISED CONTAMINATION ASSESSMENT REPORT Concourse A Miami International Airport Miami, Florida	BBL
E01645	01-Aug-94	E01645 CONTAMINATION ASSESSMENT REPORT Concourse A Miami International Airport Miami, Florida	BBL
E01646	01-Jan-94	E01646 CONOURSE A APRONIAL ALTERNATE PROCEDURE FOR PETROLEUM IMPACTED SOILS MIAMI INTERNATIONAL AIRPORT	BBL
E01647	01-Mar-95	E01647 REVISED CONTAMINATION ASSESSMENT REPORT Dade County Aviation Department Miami International Airport B-C Concourse Area Miami, Dade County, Florida	ATEC, INC
E01648	09-Mar-01	E01648 SOURCE REMOVAL AND HYDRANT LINE CLOSURE REPORT CONCOURSE C-D INFILL AREA MIAMI INTERNATIONAL AIRPORT MIAMI, FLORIDA	OHM
E01649	01-Apr-02	E01649 STATUS REPORT for CONTAMINATED SOIL REMOVAL January 23, 2002 through March 7, 2002 North Terminal Development Project Miami International Airport Miami	IT
E01650	01-May-02	E01650 STATUS REPORT NO. 21 for CONTAMINATED SOIL REMOVAL April 1 through April 30, 2002 North Terminal Development Project Miami International Airport Miami	IT
E01652	01-Feb-94	E01652 CONTAMINATION ASSESSMENT REPORT DADE COUNTY AVIATION DEPARTMENT C-D WRAP AREA MIAMI INTERNATIONAL AIRPORT MIAMI DADE COUNTY	ATEC
E01653	01-May-94	E01653 INITIAL REMEDIAL ACTION SUMMARY REPORT CONCOURSE C-D WRAP AREA MIAMI INTERNATIONAL AIRPORT PROJECT NUMBER 91068M93JATI	ATEC
E01654	01-Jun-94	E01654 CONTAMINATION ASSESSMENT REPORT ADDENDUM DADE COUNTY AVIATION DEPARTMENT C-D WRAP AREA MIAMI INTERNATIONAL AIRPORT MIAMI	ATEC
E01655	01-Jun-94	E01655 CONOURSE C PROPOSED LUGGAGE SHED LOCATION ALTERNATE PROCEDURE FOR PETROLEUM IMPACTED SOILS MIAMI INTERNATIONAL AIRPORT	ATEC
E01656	01-Jun-94	E01656 CONOURSE C PROPOSED LUGGAGE SHED LOCATION PRE-REMEDIATION ASSESSMENT REPORT MIAMI INTERNATIONAL AIRPORT MIAMI DADE COUNTY	ATEC

E01657	23-Nov-94	E01657 REMEDIAL ACTION PLAN AMENDMENT I Dade County Aviation Department I Miami International Airport I Concourse C - D Area I Miami, Dade County, Florida	A TEC
E01659	01-Oct-94	E01659 CONTAMINATION ASSESSMENT REPORT I DADE COUNTY AVIATION DEPARTMENT I CONCOURSE B-C AREA I MIAMI INTERNATIONAL AIRPORT I MIAMI, DADE	A TEC
E01659	01-Nov-94	E01659 I CONTAMINATION ASSESSMENT REPORT I I DADE COUNTY AVIATION DEPARTMENT I I CONCOURSE B-C AREA I MIAMI INTERNATIONAL AIRPORT I MIAMI, DADE	A TEC
E01660	09-Jul-96	E01660 I soil and groundwater sampling events concluded on June 28 to July 3, 1996, at the Concourse A facility of the Miami International Airport.	Environ Site Ass, Inc.
E01732	30-Apr-98	E01732 I CONCOURSE C-D I MIAMI INTERNATIONAL AIRPORT I I FIRST QUARTER REMEDIAL ACTION STATUS REPORT I OCTOBER 27, 1997 - JANUARY 26, 1998	OHM
E01733	14-Nov-00	E01733 I SOIL CRITERIA I MA CONCOURSE H I I TERMINAL CONSTRUCTION OVERSIGHT	Environ Site Ass, Inc.
E01734	27-Mar-96	E01734 I I SOUTH TERMINAL I I CONCOURSE J I I SITE-UTILITY AND PAVEMENT I I PROJECT BOOK	DAC
E01735	01-Jul-97	E01735 I I H-J UTILITY AND PAVEMENT PROJECT I I CAD PROJECT NO. B3151A	KUNDESPRECHER ET AL
E01736	30-May-00	E01736 I I Supplemental Site Assessment Report I I Concourse H I I Miami International Airport	EA
E01740	01-Mar-02	E01740 I I CONCOURSE H-J I I SITE ASSESSMENT REPORT	BND ENGS.
E01741	12-Jul-01	E01741 I I Miami International Airport I I Concourses F-G-H I I Environmental Site Assessment	Westhorp & Assoc., Inc.
E01763	11-Oct-01	Operation & Maintenance of I Concourse F Remediation System I Miami International Airport	URS
E01786	31-Jan-97	CONCOURSE F I MIAMI INTERNATIONAL AIRPORT I YEAR 1 QUARTER 3 REMEDIAL ACTION STATUS REPORT	OHM REMED SERV CORP.
E01816	06-Apr-95	Concourse E Soil Remediation System Start-Up Test I OHM Project No.: 16045	OHM REMED SERV CORP.
E02059	31-Jan-03	CONCOURSE H-J I I LIMITED ASSESSMENT REPORT I I ADDENDUM I I (TL-10 AREA) I I January 2003 I I BND ENGINEERS, INC.	BND Engineers, Inc.
E02066	12-Jul-02	Miami International Airport I I South Terminal Program I I Pre-Construction Assessment I I EO2066 I I July 12, 2002 I I AVAILABLE ONLINE	Westhorp & Assoc., Inc.
E02301	12-Jul-02	Miami International Airport I I South Terminal Program I I Pre-Construction Assessment I I EO2066 I I July 12, 2002 I I AVAILABLE ONLINE	Westhorp & Assoc., Inc.
E02302	06-Jan-03	E02302 I I MIAMI INTERNATIONAL AIRPORT I I CONCOURSE H-J I I LIMITED ASSESSMENT REPORT I I ADDENDUM (TL-10 AREA) I I January 2003 I I BND ENGINEERS, INC.	BND Engineers, Inc.
E02906	24-May-06	E02906 I I Limited Contamination Assessment Report I I Concourse H - Miami International Airport I I Miami, Florida I I DERM Ut: 4522 I I File: 10419 I I DEP Facility ID: No: 139602249	Handex Cons & Rem SE

TERMINAL VIP CLUB LEASE AGREEMENT

TAB J

**LESSEE'S
HAZARDOUS MATERIAL LIST**

(Article 8.08)

TAB K

LESSEE'S HAZARDOUS MATERIAL LIST

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____

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MIAMI-DADE COUNTY, FLORIDA

AVIATION DEPARTMENT – FACILITIES DIVISION

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

PURPOSE

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

DEFINITIONS

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

GENERAL INFORMATION

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

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

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

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

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

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AVIATION DEPARTMENT – FACILITIES DIVISION

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

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

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

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

PROCEDURES for DESIGN and CONSTRUCTION

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

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

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AVIATION DEPARTMENT – FACILITIES DIVISION

- Coordinate requirements and specific procedures for obtaining Miami-Dade Department of Environmental Resources Management (DERM) and Florida Department of Environmental Protection (DEP) permits and for dewatering, excavating, trenching, stockpiling, maintenance and disposal of contaminated material activities with the MDAD Environment and Airport Engineering Division (305-869-1063).
- Each sheet of the construction plans shall be identified with a title box that includes the following information:

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

3. The TAC-N Project Manager shall determine at what design phase how many sets of construction documents shall be submitted for review.
4. The tenant or its A/E shall submit the required number of sets of documents to the TAC-N Project Manager.
5. The TAC-N Project Manager shall forward document sets to pre-determined reviewers. The documents shall be attached to a TAC-N Design Review Memorandum (Facilities Division Form FD3-061). The memorandum shall identify at what percent completion the drawings are and by what date review comments must be returned.
6. Concurrently to sending the review package the TAC-N Project Manager shall forward by email to the reviewers Chief a Design Review Transmittal (Facilities Division Form FD3-009), notifying them of the review process.
7. The TAC-N Project Manager shall submit the sets of Construction Documents to Consultants and MDAD staff for in-house Design Review. This process has a duration of fourteen (14) calendar days. The Reviewers will fax any issues/comments directly to the tenants' A/E of Record and to the TAC-N Project manager within (14) calendar days of receipt of the plans. The tenant or tenants' A/E shall confirm receipt of all Review Comments with the TAC-N Project Manager.
8. The TAC-N Project Manager shall ensure that comments and issues introduced by reviewers are discussed and resolved.
9. The tenant must submit for back-check, three sets of 100% construction documents with all reviewer-required changes incorporated. One of these sets must have the A/E of Record's signature and seal on every design sheet.
10. The 100% construction drawings submitted for back-check must be accompanied with notarized letter to the TAC-N Project Manager on the A/E's company's letterhead requesting a TAC-N Letter of Concurrence to be provided to the tenant (Facilities Division Form FD5-017). The A/E's letter must contain the following two paragraphs verbatim:

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

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AVIATION DEPARTMENT – FACILITIES DIVISION

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

11. The TAC-N Project Manager shall advise the tenant of the Miami-Dade General Services Administration (GSA) Risk Management Division insurance requirements. Prior to the issuance of the MDAD Letter of Concurrence to the tenant, execution of contract documents by the tenant and its contractor, the tenant shall provide copies of all of the contractor's certificates of insurance to the TAC-N Project Manager who shall request MDAD Risk Management to review them. Upon satisfactory review and compliance with item thirteen (13) below, the MDAD Letter of Concurrence will be issued, unless there are more requirements as identified in item fourteen (14) below.
12. The TAC-N Project Manager shall review the submitted documents. The reviewers will be asked to sign a TAC-N Design Review 100% Back Check Form (Facilities Division Form FD3-062) indicating that their comments have been complied with and incorporated into the revised 100% final documents. It is the responsibility of the tenant's Consultants to obtain the reviewer's signature on the 100% back-check form.
13. For those TAC-N projects that require an amended Lease Agreement and as per the terms of the lease, the following documents must be submitted prior to the issuance of the Letter of Concurrence and prior to construction:
 - a) Performance and Payment Bonds in compliance with the terms of the Lease
 - b) Copy of the Building Permit
 - c) The Environmental Insurance Policy as applicable.
 - d) A check in the amount that represents 1% of the budgeted construction hard costs for reimbursement of MDAD Building Department fees.
 - e) Contract completion bond as applicable.
 - f) Insurance required.
14. Once all reviewers have signed the TAC-N Design Review 100% Back Check, the MCC/TAC Chief shall issue a Letter of Concurrence (Facilities Division Form FD5-017) enabling the tenant to apply for a building permit. **Absent the signature of the 100% back-check form indicating incorporation of the reviewer's comments in the back-check drawings, and all the requirements as listed in items twelve (12) thirteen (13) and fourteen (14), the Letter of Concurrence will not be issued.** The Letter of Concurrence will be valid for sixty (60) calendar days from date of issue. If the tenant or A/E of Record has not applied for a building permit within sixty (60) calendar days, a new Letter of Concurrence will have to be issued. The tenant must request the new Letter of Concurrence from the TAC-N Project Manager.
15. The tenant shall complete a Building Permit Application and submit it to the Miami-Dade Building Department Satellite Office on the First Floor of Miami International Airport Building 3030 (4331 NW 22 Street, Suite B-130, Miami FL 33159). The Letter of Concurrence, a copy of the Miscellaneous Asbestos Recovery Contract (MARC) report, if required, and two (2) signed and sealed permit sets of the project 100% construction documents must be attached to the application. The Satellite Office may be reached at 305-869-1081.
16. The tenant shall select a contractor to perform the work.

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17. The TAC-N Project Manager shall complete a Wrap-Up Insurance Program Notification of Contract Award (Facilities Division Form FD5-031, if applicable) and forward it to the Wrap-Up Insurance Program Broker, the Manager, Properties and Commercial Operations, MDAD Risk Management; Thereafter the TAC-N Project Manager issues a Notice to Proceed.
18. Prior to commencement of construction, the tenant shall submit copies of the Construction Schedule, the Design and Construction Budget, and the Building Permit to the TAC-N Project Manager. The tenant must also provide any revisions to these documents to the TAC-N Project Manager as they are issued.
19. The TAC-N Project Manager shall determine, based on the complexity and magnitude of the project, if a pre-construction meeting should be held and if regularly scheduled construction meetings are required. If required, the frequency of construction meetings will be based on the complexity and duration of the project. The tenant's A/E and contractor, the TAC-N Project Manager, or designee, and others, as may be required, will attend the construction meetings.
20. The TAC-N Project Manager, or designee, shall periodically visit the jobsite. The permit set of drawings must be available on the construction site at all times.
21. Depending on a project's complexity, at project completion a walk-through may be scheduled and coordinated by the TAC-N Project Manager.
22. Unless otherwise agreed, the tenant must submit to the TAC-N Project Manager copies of the following documents at project completion:
 - Signed off Building Permit Inspection (within twenty-four hours of issue)
 - Certificate of Occupancy or Certificate of Completion (within twenty-four hours of issue)
 - Warranties, manuals, instructions, etc. for any equipment that will be maintained by MDAD
 - As-Built drawings (record drawings) on bond paper, signed and sealed by the tenant's Architect of Record within thirty (30) days from issue of the Certificate of Occupancy or Completion. Depending on the size or complexity of the project, the tenant may be requested to provide the as-builts as mylar drawings, 35mm aperture cards, or digital files.
23. When the Certificate of Occupancy has been issued and all As-Built Records have been transferred to MDAD Technical Support Division, the TAC-N Project Manager and tenant shall close the project.

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

Tenants must contact the County's Small Business Development Office in order to determine applicability of local and community business programs to the desired project and must comply with any rules, regulations, and requirements outlined. Such programs, as amended, from time to time may include but are not limited to the following:

AO 3-63. - Employ Miami-Dade:

In accordance with Administrative Order 3-63, contractors and subcontractors on County construction contracts valued in excess of \$1,000,000 shall make their best reasonable efforts to fill at least 20% of the labor workforce required on these contracts from the Employ Miami-Dade Register through Career Source South Florida. Positions filled from the Employ Miami-Dade Register must be full-time, for at least 120 days, in order to be considered towards attainment of the 20% labor workforce threshold herein.

EXHIBIT Y

MIAMI-DADE COUNTY, FLORIDA

AVIATION DEPARTMENT – FACILITIES DIVISION

Sec. 2-1701. - Community Workforce Program:

In accordance with the governing section of this code, the Community Workforce Program (CWP) is designed to provide job opportunities to local residents of traditionally underserved and underdeveloped neighborhoods. To achieve the objective of the program, all capital construction projects and work orders are subject to the inclusion of a workforce goal. This goal is established by the County and is a percentage of labor force that a County-awarded contractor or subcontractor must hire from within the Designated Target Area (DTA) in which the construction project or work order is located.

Sec. 10-33.02. - Small Business Enterprise Construction Services Program:

This program is a gender and race neutral program specifically for firms that are defined as independent construction companies. It is designed to provide opportunities for firms that meet the following criteria:

- Located and performing a commercially useful function in Miami-Dade County.
- Not exceeding 3 year average gross receipts of \$10 million for general building (NAICS 236/SIC 15), \$6 million for heavy construction contractors (NAICS 237/SIC 16), and \$5 million for specialty trade contractors (NAICS 238, SIC 17).
- Local Business Tax Receipt for 1 year prior to certification
- Qualifier must own at least 10% of the certified firm's issued stock.
- Personal Net Worth does not exceed \$1,500,000 for each owner.
- Owner can have only one Small Business Enterprise - Construction certified firm.
- Annual renewal of certification required.

Sec. 2-11.15. - Works of Art in Public Places:

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

Sec. 2-11.16. - County Construction Contracts:

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

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

Sec. 2-11.17. - Residents First Training and Employment Program:

In accordance with this section of the Miami-Dade County Code, all contractors/subcontractors of any tier performing on a contract for (i) the construction, demolition, alteration and/or repair of public buildings or public works valued in excess of \$1,000,000 funded completely or partially by Miami-Dade County, or (ii) privately funded projects or leases valued in excess of \$1,000,000 for the construction, demolition, alteration or repair of buildings or improvements located on County-owned land, and which are subject

EXHIBIT Y

MIAMI-DADE COUNTY, FLORIDA

AVIATION DEPARTMENT – FACILITIES DIVISION

to Section 2-11.16 of the Code of Miami-Dade County shall comply with the requirements of the Resident First and Employment Program:

- a) Prior to working on the project, all persons employed by the contractor/subcontractor to perform construction shall have completed, the OSHA 10-Hour safety training course established by the Occupational Safety & Health Administration of the United States Department of Labor. Such training does not need to be completed at the time of bidding but shall be completed prior to the date persons are employed on the project.
- b) The contractor/subcontractor will make its best reasonable efforts to promote employment opportunities for local residents and seek to achieve a project goal of having fifty-one percent (51%) of all Construction Labor hours performed by Miami-Dade County residents. To verify workers' residency, firms shall require each worker to produce a valid driver's license or other form of government-issued identification.

ASSOCIATED FORMS

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



Commercial Airport:
Miami International Airport

miamidade.gov

General Aviation Airports:
Dade-Collier Training & Transition Airport
Miami Homestead General Aviation Airport
Miami Executive Airport
Miami-Opa Locka Executive Airport

December 8, 2020

Angeles Castro,
Director, Airport Affairs
American Airlines, Inc.
1 Skyview Drive, MD 8E101
Fort Worth, TX 76155

**RE: MODIFICATION NO.: AMAX9442A.MTM TO AMERICAN AIRLINES, INC.,
AIRLINE VIP CLUB LEASE AGREEMENT X-9442 AT MIAMI INTERNATIONAL
AIRPORT**

Dear Angeles:

Miami-Dade County, by and through its Aviation Department, and American Airlines, Inc., are in the process of renewing American Airlines, Inc's Airline VIP Club Lease Agreement, which is referenced as X-9442 ("Lease X-9442"). Upon its approval and execution by the parties, Lease X-9442 will become effective retroactive to December 1, 2016.

This Modification Letter, AMAX9442A.MTM, as prescribed by Articles 1.04 (A) and 3.03 of Lease X-9442, serves to reflect changes in the square footage of American Airlines' Inc. VIP Club at Gate D30 in North Terminal. The Club D30 square footage has increased while the Concourse space square footage has decreased. Additionally, the modification reflects the changes in the rental rate which occurs on the 1st of October of each year since the effective date of December 1, 2016. The aforementioned changes are also reflected in the Schedule I's, Schedule II's and Exhibits, attached hereto, correlating to the applicable effective dates. This Modification Letter, AMAX9442A.MTM, and the attached Schedules and Exhibits, are hereby incorporated into and made a part of Lease X-9442.

Lease X-9442 is hereby administratively modified as follows:

I. CHANGES EFFECTIVE OCTOBER 1, 2017

Modification to Rental Rate

Effective **October 1, 2017**, Article 3.01(A) of Lease X-9442 is administratively revised as follows to reflect the effective date of the annual adjustment to the rental rate as approved by the Miami-Dade Board of County Commissioners, as prescribed by Article 3.03:

3.01 (A): Monthly Rental for Premises: As monthly rental for the lease of the Premises, the Lessee shall pay to the County commencing on October 1, 2017, the sum of the rental amounts in the Monthly column of the corresponding Schedule II, effective October 1, 2017, in U.S. currency, plus applicable state sales taxes, as required by law, 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 3.05 (Methods of Payment). Said rental, which comprises Class II and Class III rental rates and includes utilities, is computed as shown on said Schedule II (Rentals Calculation), attached hereto at Tab B and made a part hereof.

The actual adjustments to the rental rate are set forth in "Schedule II Effective October 1, 2017" attached hereto as Exhibit X-1.

II. CHANGES EFFECTIVE AUGUST 8, 2018

A. Modification to Square Footage of Club D30

Effective **August 8, 2018**, the square footage of Club D30 is hereby administratively revised.

The following square footage is deleted:

23,085 square feet of
Air-conditioned VIP Club D30
Class II space
Exhibit C-1, ID#2DD31428

519 square feet of
Air-conditioned Concourse Space D30
Class III space
Exhibit C-1, ID#3DD31269

123 square feet of
Air-conditioned Concourse Space D30
Class III space
Exhibit C-1, ID#3DD31457

3,313 square feet of
Air-conditioned Concourse Space D30
Class III space
Exhibit C-1, ID#3DD31520

The following square footage is added:

41,347 square feet of
Air-conditioned VIP Club D30
Class II space
Exhibit C-1, ID#2DD31543

1,800 square feet of
Air-conditioned Concourse Space D30
Class III space
Exhibit C-1, ID#3DD31356

Below is the revised Article 1.01 (A):

1.01 (A): The Premises leased herein consist of two VIP Clubs located at Gate-15 and Gate-30 of Concourse D in the North Terminal Building ("North Terminal") at Miami International Airport ("Airport") (the "Premises"), and are described on Schedule I (Description of Premises), effective August 8, 2018, at Tab A (entitled "Premises") and Schedule II (Rentals Calculation) at Tab B and shown as Exhibits at Tab C, all of which Tabs, Schedules and Exhibits are attached hereto and made a part hereof and further identified by Miami-Dade Aviation Department ("Department") Identification Number(s) ("ID#") as listed on said Schedule I.

The actual modifications to the square footage are set forth in "Schedule I Effective August 8, 2018" attached hereto as Exhibit X-2.

B. Modification to Article 3.01(A) as a result of change in Square Footage to Club D30

Effective August 8, 2018, Article 3.01(A) is administratively revised as follows to reflect the effective date of the change to the monthly rental amount as a result of the change in the square footage to Club D30:

3.01 (A) Monthly Rental for Premises: As monthly rental for the lease of the Premises, the Lessee shall pay to the County commencing on August 8, 2018, the sum of the monthly rental amounts as shown in the Monthly column of Schedule II, effective August 8, 2018, in U.S. currency, plus applicable state sales taxes, as required by law, 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 3.05 (Methods of Payment). Said rental, which comprises Class II and Class III rental rates and includes utilities, is computed as shown on said Schedule II (Rentals Calculation), attached hereto at Tab B and made a part hereof.

The actual modified monthly rental amounts as a result of the change in the square footage to Club D30 are set forth in "Schedule II Effective August 8, 2018" attached hereto as Exhibit X-3.

III. CHANGES EFFECTIVE OCTOBER 1, 2018

Modification to Rental Rate

Effective **October 1, 2018**, Article 3.01(A) of Lease X-9442 is administratively revised as follows to reflect the effective date of the annual adjustment to the rental rate as approved by the Miami-Dade Board of County Commissioners, as prescribed by Article 3.03:

3.01 (A) Monthly Rental for Premises: As monthly rental for the lease of the Premises, the Lessee shall pay to the County commencing on October 1, 2018, the sum of the monthly rental amounts as shown in the Monthly column of Schedule II, effective October 1, 2018, in U.S. currency, plus applicable state sales taxes, as required by law, 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 3.05 (Methods of Payment). Said rental, which comprises Class II and Class III rental rates and includes utilities, is computed as shown on said Schedule II, (Rentals Calculation), attached hereto at Tab B and made a part hereof.

The actual adjustments to the rental rate are set forth in "Schedule II Effective October 1, 2018" attached hereto as Exhibit X-4.

IV. CHANGES EFFECTIVE OCTOBER 1, 2019

Modification to Rental Rate

Effective **October 1, 2019**, Article 3.01(A) of Lease X-9442 is administratively revised as follows to reflect the effective date of the annual adjustment to the rental rate as approved by the Miami-Dade Board of County Commissioners, as prescribed by Article 3.03:

3.01 (A) Monthly Rental for the Premises: As monthly rental for the lease of the Premises, the Lessee shall pay to the County, commencing on October 1, 2019, the sum of the monthly rental amounts as shown in the Monthly column of Schedule II, effective October 1, 2019, in U.S. currency, plus applicable state sales taxes, as required by law, 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 3.05 (Methods of Payment). Said rental, which comprises Class II and Class III rental rates and includes utilities, is computed as shown on said Schedule II, (Rentals Calculation), attached hereto at Tab B and made a part hereof.

The actual adjustments to the rental rate are set forth in "Schedule II Effective October 1, 2019" attached hereto as Exhibit X-5.

V. CHANGES EFFECTIVE OCTOBER 1, 2020

Modification to Rental Rate

Effective **October 1, 2020**, Article 3.01(A) of Lease X-9442 is administratively revised as follows to reflect the effective date of the annual adjustment to the rental rate as approved by the Miami-Dade Board of County Commissioners, as prescribed by Article 3.03:

3.01 (A) Monthly Rental for the Premises: As monthly rental for the lease of the Premises, the Lessee shall pay to the County, commencing on October 1, 2020, the sum of the monthly rental amounts as shown in the Monthly column of Schedule II, effective October 1, 2020, in U.S. currency, plus applicable state sales taxes, as required by law, 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 3.05 (Methods of Payment). Said rental, which comprises Class II and Class III rental rates and includes utilities, is computed as shown on said Schedule II, (Rentals Calculation), attached hereto at Tab B and made a part hereof.

The actual adjustments to the rental rate are set forth in "Schedule II Effective October 1, 2020" attached hereto as Exhibit X-6.

* * *

All other terms, covenants and conditions contained in Lease No. X-9442, not inconsistent herewith, shall remain in full force and effect. Please acknowledge your concurrence with the modifications to the aforementioned Premises and the Monthly Rental by executing and returning both originals of this Modification Letter to the attention of MDAD Real Estate Division by December 15, 2020.

American Airlines, Inc.
AMAX9442A.MTM
December 8, 2020
Page 6 of 6

As always, we thank American Airlines, Inc., for being a member of the Miami International Airport's Family of Business Partners. Should you have any questions regarding these modifications, please call Audwyn Francis of MDAD Real Estate Management Division at 305-876-0367 or contact via email: afrancis@miami-airport.com.

Sincerely,

K. A. Pyatt
Deputy Director

Cc: Finance
Tenant File

ACKNOWLEDGED:

AMERICAN AIRLINES, INC.

By:  _____

K. A. Pyatt
Vice President, Airport Affairs & Facilities

Title: _____

Date: 01-26-2021

Enclosures: Exhibit(s)

- Schedules I and II for October 1, 2017
- Schedules I and II for August 8, 2018
- Schedules I and II for October 1, 2018
- Schedules I and II for October 1, 2019
- Schedules I and II for October 1, 2020

TERMINAL VIP CLUB LEASE AGREEMENT

TAB A

SCHEDULE I

DESCRIPTION OF PREMISES

(Article 1.01)

**SCHEDULE I
AMERICAN AIRLINES, INC.
AMAX9442A.MTM
EFFECTIVE AUGUST 8, 2018**

1. 2,439 square feet of
Air-conditioned VIP Club D30
Class II space
Exhibit B-1, ID#2DD21427
2. 41,347 square feet of
Air-conditioned VIP Club D30
Class II space
Exhibit C-1, ID#2DD31543
3. 1,800 square feet of
Air-conditioned Concourse Space D30
Class III space
Exhibit C-1, ID#3DD31356
4. 13,997 square feet of
Air-conditioned VIP Club D15
Class II space
Exhibit C-2, ID#2DA3625
5. 431 square feet of
Air-conditioned Concourse Space D15
Class III space
Exhibit C-2, ID#3DA3752
6. 121 square feet of
Air-conditioned Concourse Space D15
Class III space
Exhibit C-2, ID#3DA3839

TERMINAL VIP CLUB LEASE AGREEMENT

TAB B

SCHEDULE II

RENTALS CALCULATION

(Article 1.01)

AMERICAN AIRLINES, INC. - AMAX9442A.MTM

SCHEDULE II

EFFECTIVE OCTOBER 1, 2017

ITEM	EXHIBIT	DESCRIPTION	CLASS	ID #	SQ.FT.	%USE	RATE	ANNUAL	MONTHLY	TAX/MTH
1	Exhibit B-1	D-30 A/C VIP Club space	2	DD21427	2,439	100%	\$132.27	\$322,606.53	\$26,883.88	\$1,881.87
2	Exhibit C-1	D-30 A/C VIP Club space	2	DD31428	23,085	100%	\$132.27	\$3,053,452.95	\$254,454.41	\$17,811.81
3	Exhibit C-1	D-30 A/C Concourse space	3	DD31269	519	100%	\$88.18	\$45,765.42	\$3,813.79	\$266.96
4	Exhibit C-1	D-30A/C Concourse space	3	DD31457	123	100%	\$88.18	\$10,846.14	\$903.85	\$63.27
5	Exhibit C-1	D-30 A/C Concourse space	3	DD31520	3,313	100%	\$88.18	\$292,140.34	\$24,345.03	\$1,704.15
6	Exhibit C-2	D-15 A/C VIP Club space	2	DA3625	13,997	100%	\$132.27	\$1,851,383.19	\$154,281.93	\$10,799.74
7	Exhibit C-2	D-15 A/C Concourse space	3	DA3752	431	100%	\$88.18	\$38,005.58	\$3,167.13	\$221.70
8	Exhibit C-3	D-15 A/C Concourse space	3	DA3839	121	100%	\$88.18	\$10,669.78	\$889.15	\$62.24
TOTALS					44,028			\$5,624,869.93	\$468,739.16	\$32,811.74

RATES EFFECTIVE 10/01/17 TO 9/30/18

Class
1
2
3
4
5
6

Description
Ticket Counter
A/C Space Terminal
A/C VIP Club Space
A/C Space Concourse
Non A/C Space
Covered Ramp
Other

Rate \$/Yr
\$88.18
\$132.27
\$132.27
\$88.18
\$44.09
\$22.05
\$88.18

AMERICAN AIRLINES, INC. - AMAX9442A.MTM

SCHEDULE II

EFFECTIVE AUGUST 8, 2018

ITEM	EXHIBIT	DESCRIPTION	CLASS	ID #	SQ.FT.	%USE	RATE	ANNUAL	MONTHLY	TAX/MTH
1	Exhibit B-1	D-30 A/C VIP Club space	2	DD21427	2,439	100%	\$ 132.27	\$ 322,606.53	\$ 26,883.88	\$ 1,828.10
2	Exhibit C-1	D-30 A/C VIP Club space	2	DD31543	41,347	100%	\$ 132.27	\$ 5,468,967.69	\$ 455,747.31	\$ 30,990.82
3	Exhibit C-1	D-30 A/C Concourse space	3	DD31356	1,800	100%	\$ 88.18	\$ 158,724.00	\$ 13,227.00	\$ 899.44
4	Exhibit C-2	D-15 A/C VIP Club space	2	DA3625	13,997	100%	\$ 132.27	\$ 1,851,383.19	\$ 154,281.93	\$ 10,491.17
5	Exhibit C-2	D-15 A/C Concourse space	3	DA3752	431	100%	\$ 88.18	\$ 38,005.58	\$ 3,167.13	\$ 215.36
6	Exhibit C-3	D-15 A/C Concourse space	3	DA3839	121	100%	\$ 88.18	\$ 10,669.78	\$ 889.15	\$ 60.46
TOTALS					60,135			\$ 7,850,356.77	\$ 654,196.40	\$ 44,485.36

RATES EFFECTIVE 10/01/17 TO 9/30/18

Class
1
2
3
4
5
6

Description
Ticket Counter
A/C Space Terminal
A/C VIP Club Space
A/C Space Concourse
Non A/C Space
Covered Ramp
Other

Rate \$/Yr
\$ 88.18
\$ 132.27
\$ 132.27
\$ 88.18
\$ 44.09
\$ 22.05
\$ 88.18

AMERICAN AIRLINES, INC. - AMAX9442A.MTM

SCHEDULE II

EFFECTIVE OCTOBER 1, 2018

ITEM	EXHIBIT	DESCRIPTION	CLASS	ID #	SQ.FT.	%USE	RATE	ANNUAL	MONTHLY	TAX/MTH
1	Exhibit B-1	D-30 A/C VIP Club space	2	DD21427	2,439	100%	\$ 134.82	\$ 328,825.98	\$ 27,402.17	\$ 1,863.35
2	Exhibit C-1	D-30 A/C VIP Club space	2	DD31543	41,347	100%	\$ 134.82	\$ 5,574,402.54	\$ 464,533.55	\$ 31,588.28
3	Exhibit C-1	D-30 A/C Concourse space	3	DD31356	1,800	100%	\$ 89.88	\$ 161,784.00	\$ 13,482.00	\$ 916.78
4	Exhibit C-2	D-15 A/C VIP Club space	2	DA3625	13,997	100%	\$ 134.82	\$ 1,887,075.54	\$ 157,256.30	\$ 10,693.43
5	Exhibit C-2	D-15 A/C Concourse space	3	DA3752	431	100%	\$ 89.88	\$ 38,738.28	\$ 3,228.19	\$ 219.52
6	Exhibit C-3	D-15 A/C Concourse space	3	DA3839	121	100%	\$ 89.88	\$ 10,875.48	\$ 906.29	\$ 61.63
TOTALS					60,135			\$ 8,001,701.82	\$ 666,808.49	\$ 45,342.98

RATES EFFECTIVE 10/01/18 TO 9/30/19

Class
1
2
2
3
4
5
6

Description
Ticket Counter
A/C Space Terminal
A/C VIP Club Space
A/C Space Concourse
Non A/C Space
Covered Ramp
Other

Rate \$/Yr
\$ 89.88
\$ 134.82
\$ 134.82
\$ 89.88
\$ 44.94
\$ 22.47
\$ 89.88

AMERICAN AIRLINES, INC.

AMAX9442.MTL

SCHEDULE II

EFFECTIVE OCTOBER 1, 2019

ITEM	EXHIBIT	DESCRIPTION	CLASS	ID #	SQ. FT.	% USE	RATE	ANNUAL	MONTHLY	TAX/MTH
1	Exhibit B-1	D-30 A/C VIP Club Space	2	DD21427	2,439	100%	\$ 142.50	\$ 347,557.50	\$ 28,963.13	\$ 1,940.53
2	Exhibit C-1	D-30 A/C VIP Club Space	2	DD31543	41,347	100%	\$ 142.50	\$ 5,891,947.50	\$ 490,995.63	\$ 32,896.71
3	Exhibit C-1	D-30 A/C Concourse Space	3	DD31356	1,800	100%	\$ 95.00	\$ 171,000.00	\$ 14,250.00	\$ 954.75
4	Exhibit C-2	D-15 A/C VIP Club Space	2	DA3625	13,997	100%	\$ 142.50	\$ 1,994,572.50	\$ 166,214.38	\$ 11,136.36
5	Exhibit C-2	D-15 A/C Concourse Space	3	DA3752	431	100%	\$ 95.00	\$ 40,945.00	\$ 3,412.08	\$ 228.61
6	Exhibit C-2	D-15 A/C Concourse Space	3	DA3839	121	100%	\$ 95.00	\$ 11,495.00	\$ 957.92	\$ 64.18
TOTALS					60,135			\$ 8,457,517.50	\$ 704,793.13	\$ 47,221.14

RATES EFFECTIVE 10/01/19 TO 9/30/20

Class
1
2
2
3
4
5
6

Description
Ticket Counter
A/C Space Terminal
A/C VIP Club Space
A/C Space Concourse
Non A/C Space
Covered Ramp
Other

Rate \$/Yr
\$ 95.00
\$ 142.50
\$ 142.50
\$ 95.00
\$ 47.50
\$ 23.75
\$ 95.00

AMERICAN AIRLINES, INC.

AMAX9442.MTL

SCHEDULE II

EFFECTIVE OCTOBER 1, 2020

ITEM	EXHIBIT	DESCRIPTION	CLASS	ID #	SQ. FT.	% USE	RATE	ANNUAL	MONTHLY	TAX/MTH
1	Exhibit B-1	D-30 A/C VIP Club Space	2	DD21427	2,439	100%	\$ 133.13	\$ 324,704.07	\$ 27,058.67	\$ 1,758.81
2	Exhibit C-1	D-30 A/C VIP Club Space	2	DD31543	41,347	100%	\$ 133.13	\$ 5,504,526.11	\$ 458,710.51	\$ 29,816.18
3	Exhibit C-1	D-30 A/C Concourse Space	3	DD31356	1,800	100%	\$ 88.75	\$ 159,750.00	\$ 13,312.50	\$ 865.31
4	Exhibit C-2	D-15 A/C VIP Club Space	2	DA3625	13,997	100%	\$ 133.13	\$ 1,863,420.61	\$ 155,285.05	\$ 10,093.53
5	Exhibit C-2	D-15 A/C Concourse Space	3	DA3752	431	100%	\$ 88.75	\$ 38,251.25	\$ 3,187.60	\$ 207.19
6	Exhibit C-2	D-15 A/C Concourse Space	3	DA3839	121	100%	\$ 88.75	\$ 10,738.75	\$ 894.90	\$ 58.17
TOTALS					60,135			\$ 7,901,390.79	\$ 658,449.23	\$ 42,799.20

RATES EFFECTIVE 10/01/20 TO 9/30/21

Class
1
2
2
3
4
5
6

Description
Ticket Counter
A/C Space Terminal
A/C VIP Club Space
A/C Space Concourse
Non A/C Space
Covered Ramp
Other

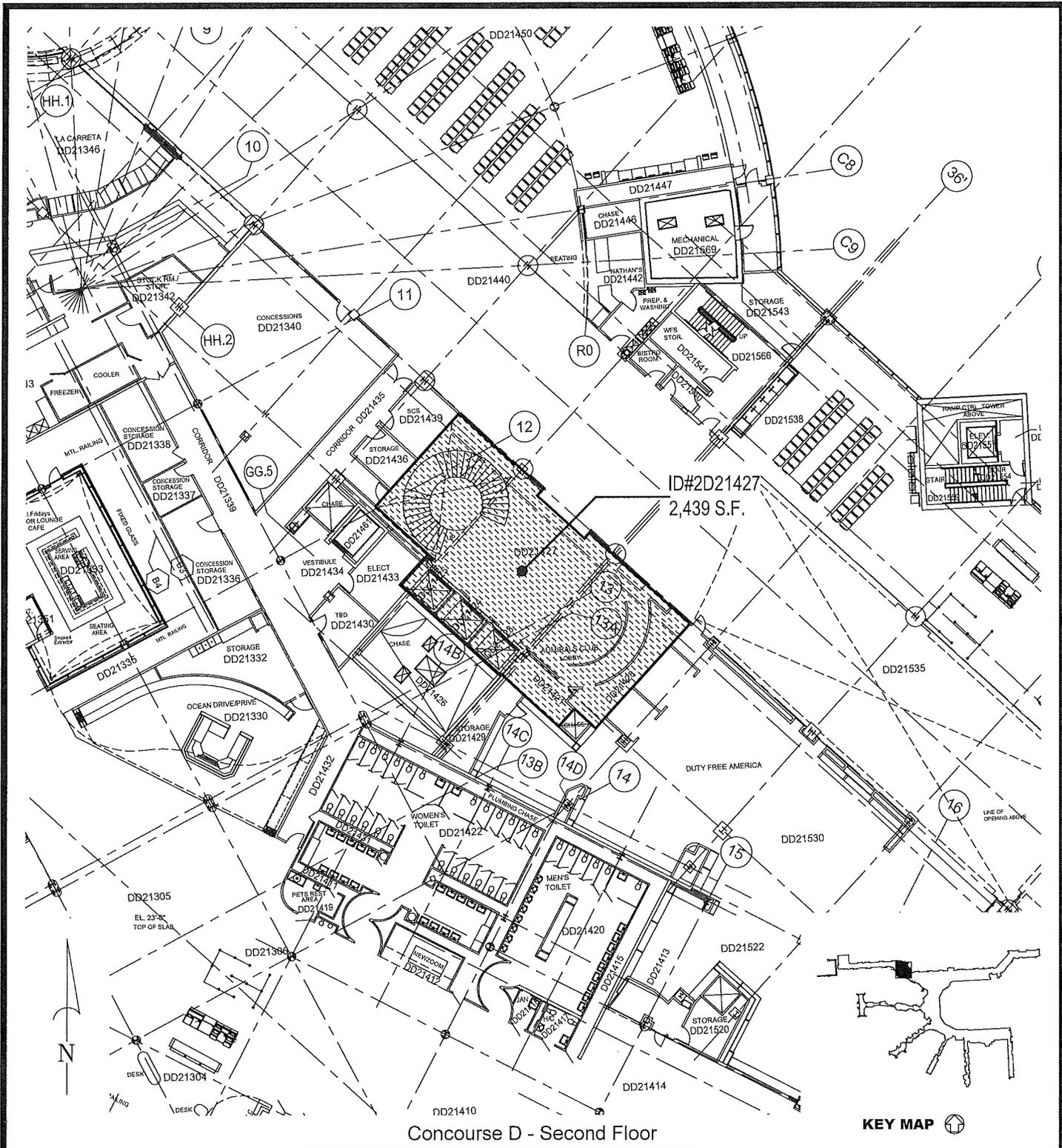
Rate \$/Yr
\$ 88.75
\$ 133.13
\$ 133.13
\$ 88.75
\$ 44.38
\$ 22.19
\$ 88.75

TERMINAL VIP CLUB LEASE AGREEMENT

TAB C

LEASED SPACE EXHIBIT(S)

(Article 1.01)



Concourse D - Second Floor

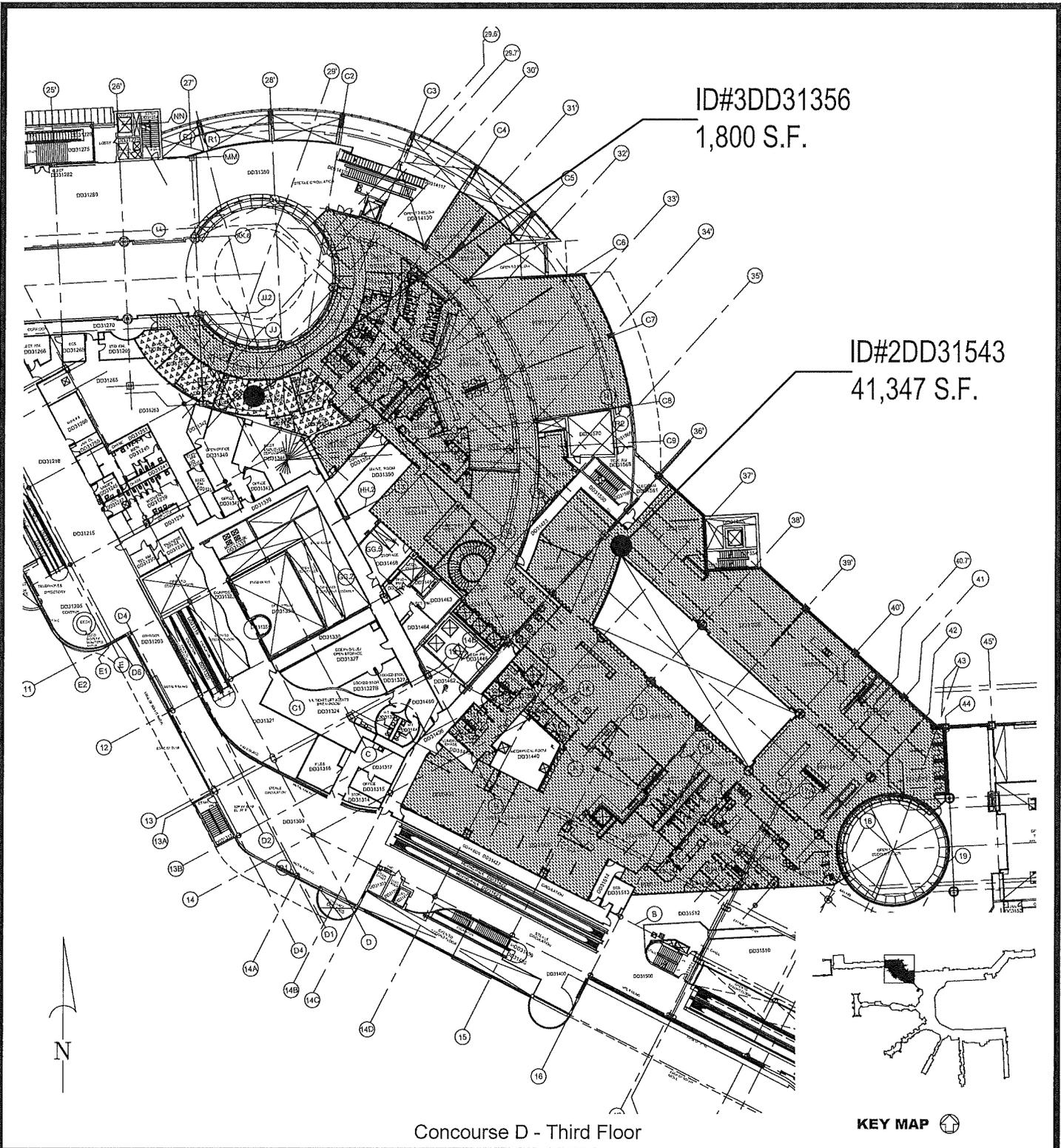
KEY MAP

CODE:	SPACE CLASS	SQ. FT.
	A/C Office space	2,439
		2,439

MIAMI DADE
 AVIATION DEPARTMENT
 MIAMI INTERNATIONAL AIRPORT

EXHIBIT B-1
AMERICAN AIRLINES
INC

SCALE: 1/32" = 1'-0" FILE #: 2559 DATE: 10/01/2016



ID#3DD31356
1,800 S.F.

ID#2DD31543
41,347 S.F.

Concourse D - Third Floor

KEY MAP

CODE:	SPACE CLASS	SQ. FT.
	A/C Office space	41,347
	A/C Operating space	1,800
		43,147

MIAMI DADE
AVIATION DEPARTMENT
MIAMI INTERNATIONAL AIRPORT

EXHIBIT C-1
AMERICAN AIRLINES
INC

SCALE: 1" = 50' FILE #: 2560 DATE: 8/08/2018

