

MEMORANDUM

Agenda Item No. 8(A)(2)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: November 7, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving Airline VIP Club Lease Agreement between British Airways PLC Corporation and Miami-Dade County for the lease and construction of VIP Club space at Miami International Airport's Central Terminal in Concourse E-Satellite for 10 years with one five year renewal option and an annual rental amount of \$1,747,463.10 in the initial year and adjusted each year thereafter in accordance with Resolution No. R-1054-90, in addition to a utility fee, a concession fee, and an opportunity fee; authorizing the County Mayor to execute same and exercise all rights conferred therein, 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 Kevin Marino Cabrera.




Geri Bonzon-Keenan
County Attorney

GBK/gh

MDC001

Date: November 7, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Danielle Levine Cava
Mayor 

Subject: Resolution Approving an Airline VIP Club Lease Agreement Between Miami-Dade County and British Airways PLC Corporation for the Lease of VIP Club Space at Miami International Airport

Executive Summary

This item is recommending the County enter into an Airline VIP Club Lease Agreement with British Airways PLC Corporation (BA) that allows BA to lease 12,973 square feet on the 4th floor of Concourse E-Satellite at Miami International Airport (MIA) and build a new VIP Club lounge for its premium flyers with amenities unique to the BA brand. Because this Airline VIP Club Lease Agreement involves the lease of County-owned land, compliance with Implementing Order (I.O.) No.: 8-4, which governs the sale, lease, and conveyance of County-owned property is required. To that end, the due diligence required under I.O. 8-4 was completed and documented by the Miami-Dade Aviation Department (Aviation Department or MDAD) in Attachment A as attached to this memorandum.

BA is a member of a worldwide premier airline alliance known as the Oneworld Alliance and has been operating at Miami International Airport (MIA) well over 40 years. From 1999-2007, BA provided its premium flyers at MIA with a 6000-square-foot VIP Club lounge on the 4th level of Concourse D, however, the lease was canceled because the space being used was impacted by the North Terminal Development Consolidation project, resulting in the relocation of BA's operations to Concourse F and then to Concourse E. Consequently, BA's premium passengers have been using the services provided by the County-owned Club America on Concourse F and the Admiral Club lounge operated by American Airlines on Concourse E.

In 2014, with plans to bring the Airbus A380 to MIA, which is a double-deck wide-body aircraft, BA took action to provide its customers with its own brand of lounge services and presented the Aviation Department with a "Letter of Intent" to build a new VIP Club in Concourse D near Gate 21. BA's construction plans were canceled after incurring design and other associated costs because the planned gate assignment to house the Airbus A380 was moved by MDAD from Concourse D to Concourse E-Satellite to accommodate American Airlines growth in the North Terminal.

The Airline VIP Club Lease Agreement on today's agenda allows BA to lease space and construct a new VIP Club lounge on the 4th level of Concourse E-Satellite, moreover, it provides for the issuance of a credit by the County to BA in the amount of \$366,267.00 to compensate BA for the previous design costs incurred. As stipulated in the Airline VIP Club Lease Agreement, the construction phase of BA's project is expected to begin on or about December 1, 2024 and must be completed within 18 months of start date, more specifically, by May 31, 2026, if the December 1, 2024 start date is met. The Development Period is thirty (30) months and must begin no later than 30 business days after the lease commencement date. Other development milestones are noted below.

- Compliance with all of MDAD's Tenant Airport Construction – Non-Reimbursable (TAC-N) requirements within the first four (4) months after the commencement of the Development Period.

- Completion of the design and permitting process within eight (8) months after complying with MDAD’s TAC-N requirements.
- Completion of all construction activities within eighteen (18) months after completing the design and obtaining the necessary approvals and permits.

The proposed development timeline from December 1, 2023 to May 31, 2026 (which equals 30 months) is shown below in Table A.

Table A

	<u>Activity</u>	<u>Start</u>	<u>End</u>	<u>Months</u>
Activity 1	TAC-N submittal/approval	Dec-23	Mar-24	4
Activity 2	Design & permitting	Apr-24	Nov-24	8
Activity 3	Construction	Dec-24	May-26	18

Recommendation

It is recommended that the Board of County Commissioners (Board) adopt the attached resolution approving a lease agreement entitled: “Airline VIP Club Lease Agreement” (VIP Club Lease Agreement) between BA and the County, classified as Lease No. X-10676, with a 10-year term and one five-year renewal option. This VIP Club Lease Agreement allows BA to build out approximately 12,973 square feet of space on the 4th floor of Concourse E-Satellite at MIA and convert the space into a VIP Club lounge. Construction costs are estimated to total \$16,000,000.00.

Scope

MIA is located primarily within District 6, which is represented by Commissioner Kevin M. Cabrera. However, the impact of this agenda item is countywide as MIA is a regional asset.

Delegation of Authority

This Board authorizes the County Mayor or County Mayor’s designee to exercise the provisions thereof, including the authority to execute the VIP Club Lease Agreement and the authority to exercise the termination provisions, and to exercise all relevant authority granted the County Mayor or County Mayor's designee pursuant to Sections 2-285 and 2-285.2 of the Miami-Dade County Code.

Fiscal Impact/Funding Source

This VIP Club Lease Agreement has a twofold fiscal impact to the County as a credit will be issued by the County to BA in the amount of \$366,267.00 for design costs previously incurred by BA in 2014, on the other hand, the Agreement will generate more than \$22,000,000.00 in revenues to the County over the total lease term for 12,973 square feet of VIP Club consisting of a Due Diligence Fee, a Utility Fee and Annual Rent, in addition to an Opportunity Fee or Concession Fee that may accrue. Annual Rent is set yearly by this Board as part of the budget.

Credit for \$366,267.00

Per Article 3 of the VIP Club Lease Agreement, a credit in the amount of \$366,267.00 will be applied by the County on the commencement date of the VIP Club Lease Agreement to the security deposit paid by BA prior to BA occupying the leased premises. Any excess amounts will be applied to the

monthly payments due by BA until the credit amount is exhausted. The funding source for the credit is MDAD operating revenues.

Fees and Rental Payments due to the County

BA shall pay to the County certain fees and annual rental rates over the 15-year lease term as described in more detail below.

1. Due Diligence Fee – BA shall pay a Due Diligence Fee, at the rate of \$1.47 per square foot per annum, equal to 10 percent of the applicable Utility Fee (water and electricity). This fee shall be paid from the commencement date of the VIP Club Lease Agreement for 12 months, or until the approval date of the TAC-N documents, whichever is earlier. During this time period, BA will complete the requirements of the TAC-N process, conduct investigate work on the premises, and go through the design and permitting approval process for the build-out of the VIP Club. The amount of the Due Diligence Fee will be \$1,589.19 monthly, on an annual basis, the amount will be \$19,070.31 for 12 months.
2. Utility Fee – BA shall pay a Utility Fee for water and electricity at the rate of \$14.65 (Fiscal Year (FY) 2024) per square foot per annum. This fee shall be paid for an 18-month period beginning the first day after the expiration of the Due Diligence Fee period, or until the construction project reaches the Date of Beneficial Occupancy (as defined in the Background Section of this memorandum), whichever is earlier. For FY 2024, the amount of the Utility Fee will be \$15,837.87 on a monthly basis and \$285,081.66 for 18 months.
3. Rental Payments – BA shall pay \$1,747,463.10 in annual rent or \$142,621.93 monthly (using FY 2024 rental rates) for approximately 12,973 square feet of VIP Club space, beginning the earlier of the Date of Beneficial Occupancy (DBO) or June 1, 2026, assuming a December 1, 2024 construction start date.

Although the annual rent is subject to recalculation and adjustment on October 1 of each year or on any other date set by the Board, MDAD estimates (using FY 2024 rental rates) that BA will pay the County a minimum rent (including Due Diligence and Utility Fees) of \$13,410,125.24 over the first 10 years of the VIP Club Lease Agreement and another \$8,737,315.50 if the five-year renewal option is exercised, amounting to \$22,147,440.72 over the total lease term of 15 years.

4. Concession Fee – BA shall pay a fee equal to 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 conference room rentals.
5. Opportunity Fee - BA shall pay an opportunity fee equal to 35 percent of MDAD's base VIP Club Fee for non-member passengers that purchase a day pass to the VIP Club.

Track Record/Project Monitor

MDAD's Division Director of Real Estate Management and Development, Michèle Raymond, will monitor the implementation of this VIP Club Lease Agreement.

Background

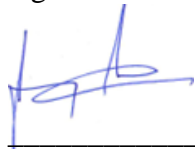
As mentioned earlier, BA has been flying out of MIA for more than 40 years, transporting passengers and cargo to and from London Heathrow Airport. From 1999-2007, BA offered its premium flyers at

MIA a 6000-square-foot VIP Club lounge on the 4th floor of Concourse D with customized services particular to the BA brand. However, in late 2007, the space occupied by BA's VIP Club lounge was impacted by the North Terminal Development Consolidation project, consequently, BA's VIP Club operations were relocated to Concourse F, where it offered its premium flyers the lounge services provided by MIA's County-owned Club America, and later to Concourse E, where it shared the Admiral Club lounge operated by American Airlines.

In 2014, with plans to bring the Airbus A380 to MIA, BA executed a "Letter of Intent" with MDAD to construct a new VIP Club near Gate 21 in Concourse D in order to provide its select clientele with a different level of airport lounge services. While BA was in the design phase of the proposed construction project, MDAD reassigned BA's planned gate that would house wide-body aircraft from Concourse D (Gate D1) to the newly refurbished Concourse E-Satellite to accommodate American Airlines growth in the North Terminal. This led to the cancellation of BA's VIP Club project, leaving BA with \$366,267.00 in design and other related costs. For that reason, the attached VIP Club Lease Agreement, in addition to authorizing the lease of 12,973 square feet of space and construction of a new VIP Club on the 4th level of Concourse E-Satellite, makes provision for the issuance of a credit to BA for the design costs incurred in 2014.

Per the terms and condition of this VIP Club Lease Agreement, facilities rent will become due and payable on the earlier of the DBO or June 1, 2026 (assuming a December 1, 2024 construction start date). The DBO is defined as the earliest of (i) the date on which substantial completion of the work associated with any improvements constructed and a Certificate of Occupancy (CO) or a Temporary Certificate of Occupancy (TCO) has been issued, or (ii) the date on which BA commences the use of any improvement for its intended use (with or without a TCO or CO), or (iii) the date on which substantial completion of the improvement would have occurred and on which the appropriate code enforcement agency would have issued a CO or TCO but for the occurrence of delays caused by BA, all as determined in the sole reasonable discretion of the County.

This VIP Club Lease Agreement reflects the negotiated terms and conditions between BA and the County, and includes among other things, all small business enterprise provisions applicable to architects and engineers in Section 2-10-4.01 of the Code of Miami-Dade County (Code); small business enterprise provisions applicable to construction activities under Section 10-33.02 of the Code; Art in Public Places under Section 2-11.15 of the Code; the "Little Davis-Bacon Ordinance", under Section 2-11.16 of the Code, Responsible Wages Ordinance under Section 2-11.16 of the Code; Responsible Wages and Benefits for County Construction Contracts - Implementing Order No. 3-24; and any other program of the County applicable to BA's activities, including the Department's Tenant Airport Construction Program in effect, as such procedures, programs, ordinances, or code provisions may be amended from time to time. The property is currently served by County utilities. There are no constraints that preclude use of the premises by BA in the manner contemplated in this VIP Club Lease Agreement.



Jimmy Morales
Chief Operations Officer

ATTACHMENT A

Additional information to comply with Updated Implementing Order No: IO 8-4

1. Identification of the Property Requested:

Miami International Airport
E-Satellite, 4th Floor
5200 NW 21 St, Miami, FL 33152-6624
Folio: 30-3130-000-0010

2. Use of Premises (Description):

British Airways will convert an existing ±12,973 square feet of shell space located on the 4th floor of E-Satellite at Miami International Airport (MIA) into a VIP Club Lounge for its passengers.

As stated in Article 2.01 ("Authorized Use of Premises") of British Airways VIP Club Lease Agreement X-10676:

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

(A) VIP Club on an exclusive basis, for the 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, the Lessee shall provide the Department with sufficient documentation to substantiate that such an agreement exists. The Lessee shall notify the Department in the event of the termination of such agreement. The Lessee may provide Club services to the guests of Club members and the Lessee's passengers who are entitled to free entry into the Lessee's VIP Club under system wide practices such as frequent flyer status or premium level ticket. Upon written approval by the Department, the Lessee may provide club services to passengers not covered under Sub-Article 2.01(A) of this Agreement, provided that the Lessee pays the Opportunity Fee as outlined in Sub-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 Sub-Article 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. The Lessee shall be entitled to sell beverages and food to patrons and users of the Premises. Such sales shall be made either by the 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 the 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.

3. Experience of Requestor (Background & Construction Details):

British Airways PLC Corporation ("BA") is the flag carrier of the United Kingdom and has been in existence since 1974. It is a member of the Oneworld Alliance, spearheaded by American Airlines. BA previously operated its own lounge at MIA (from 1999 to 2007) and has built-out and currently operates several lounges worldwide including at London-Heathrow Airport, and US international airports such as: New York JFK, San Francisco, Chicago O'Hare, Seattle, Boston, and Philadelphia for its club members and Oneworld partners.

The contractor for this project has not yet been confirmed as the tenant is awaiting approval of the lease.

This Airline VIP Club Lease Agreement reflects the negotiated terms and conditions between British Airways and the County, and includes among other things, all small business enterprise provisions applicable to architects and engineers in Section 2-10-4.01 of the Code of Miami-Dade County (Code); small business enterprise provisions applicable to construction activities under Section 10-33.02 of the Code; Art in Public Places under Section 2-11.15 of the Code; the "Little Davis-Bacon Ordinance", under Section 2-11.16 of the Code, Responsible Wages Ordinance under Section 2-11.16 of the Code; Responsible Wages and Benefits for County Construction Contracts - Implementing Order No. 3-24; and any other program of the County applicable to BA's activities, including the Department's Tenant Airport Construction Program in effect, as such procedures, programs, ordinances, or code provisions may be amended from time to time.

4. Estimated Costs of Construction Proposed Source of Funds:

BA will bear the cost of the construction (without the use of any public sector funds) which is projected to total approximately \$16M.

5. The length of time the entity has been active and the number of employees:

BA has been a tenant at MIA for over 40 years and presently operates under Terminal Airline Building Lease Agreement No. X-12254. They currently have 37 permanent staff members stationed at MIA. When fully operational, the Club will provide an approximately 35-40 jobs to the lounge operator of its choice.

6. Proposed Schedule for commencement and completion of construction/renovation:

	Activity	Start	End	Months
Activity 1	TAC-N submittal/approval	Dec-23	Mar-24	4
Activity 2	Design & permitting	Apr-24	Nov-24	8
Activity 3	Construction	Dec-24	May-26	18

Dec 2023 to May 2026

30

7. Proposed Rental Rates:

As stated in the Lease Agreement X-10676, Article 3, Rentals and Payments, the Lessee shall pay to the County – Due Diligence Fee, Utility Fee Rental Payments, Opportunity Fees and Concession Fees as follows:

(A)

- (1) Due Diligence Fee: Beginning on the Commencement Date and continuing for 12 months; or until the date of approval of the TAC-N, whichever is earlier, the Lessee shall pay a Due Diligence Fee equal to 10% of the applicable Utility Fee (water and electricity only). The Due Diligence Fee shall be \$1.47 per square foot per annum.
- (2) Utility Fee: Beginning on the first day of the month following the expiration of the Due Diligence Fee period, Lessee shall commence paying Utility Fee for a period of 18 months or DBO, whichever is earlier (for fit out/construction of its VIP Club). For FY23/24, the Utility Fee shall be \$14.65 per square foot per annum.

Lessee shall have a development period of 30 months or DBO (whichever comes first) before facility rent becomes payable.

- (3) Monthly Rental for Premises: On/before the first day of the 31st month after the Commencement Date; or at DBO, (whichever comes first), Lessor shall provide Lessee a revised Schedule II to be inserted at Tab B, showing the precise square footage of the Premises, the applicable Class II rental rate (includes utilities) as per the Rates and Charges in effect at that time) and the effective date for facility rent. As of such effective date, as monthly rental for the lease of the Premises, the Lessee shall pay to the County, the sum of the monthly rental amounts shown in the Monthly column of the revised Schedule II, 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). Table 1 shows what the future rental payments for July 1, 2026, would look like at today's rate as depicted in Schedule II.

- (4) **Abortive Costs:** : Lessor agrees that the previous costs incurred by Lessee for abortive design work will be reimbursed as a check/bank transfer payment in the amount of \$366,267 (per MDAD's March 23, 2020, letter to Lessee) at Commencement Date.

Table 1

Exhibit	Description	Class	ID #	Sq. Ft.	% Use	Rate	Annual	Monthly
Exhibit D	Airline Club Room Space	2	ES4125	12,973	100%	\$134.70	\$1,747,463.10	\$ 145,621.93
	TOTALS:			12,973			\$1,747,463.10	\$ 145,621.93

(B) **Opportunity Fee:** In addition to the monthly rental payments required under Sub-Article 3.01 (A)(3) (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 Sub-Article 2.01 (A) of this Agreement, who uses the 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 Sub-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 Sub-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 Sub-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 Sub-Article 3.12 (Annual Audit Required) are considered, for the purposes of Sub-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 Sub-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.



MIAMI-DADE COUNTY SINGLE EXECUTION AFFIDAVIT AND DECLARATION FORM

Rev. August, 2019

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

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

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

STATE OF NEW YORK
COUNTY OF ULSTER
STATE OR PROVINCE NEW YORK
COUNTRY UNITED STATES OF AMERICA

Before me the undersigned authority appeared Richard Mendles (Print Name), who is personally known to me or who has provided driver's license as Identification and who did swear to the following:

That he or she is the duly authorized representative of

BRITISH AIRWAYS PLC

(Name of Entity)

Waterside, PO Box 365, Harmondsworth, West Drayton, UB07 0GB United Kingdom

(Address of Entity)

1 / 3 - 1 / 5 / 4 / 6 / 2 / 4 / 0 / /
Federal Employment Identification Number

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

General Counsel Americas + Officer

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

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

That he or she says as follows.

I. OWNERSHIP DISCLOSURE AFFIDAVIT

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

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

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

1. The full legal name and business address* of the person or entity (Contractor) contracting or transacting business with Miami-Dade County is:
BRITISH AIRWAYS PLC Waterside, PO Box 365, Harmondsworth, West Drayton, UB07 0GB United Kingdom

2. If the contract or business transaction is with a Corporation**, provide the full legal name and business address* and title for each officer.
Please see attached

3. If the contract or business transaction is with a Corporation**, provide the full legal name and business address* for each director.
Please see attached

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

5. If the contract or business transaction is with a Trust, provide the full legal name and address* for each trustee and each beneficiary. All such names and addresses are:
The contract is not with a trust

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

(a) President:	<u>Not a corporate joint venture</u>	(b) President:	<u>Not a corporate joint venture</u>
Vice-President:	_____	Vice-President:	_____
Secretary:	_____	Secretary:	_____
Treasurer:	_____	Treasurer:	_____

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

(c) <u>Not a non-corporate partnership or joint venture</u>	(d) <u>Not a non-corporate partnership or joint venture</u>
(Name)	(Name)
(c) _____	(d) _____
(Title)	(Title)

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

9. The full legal name and business addresses* of any other individuals (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with Miami-Dade County are:

There are no other interested parties.

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

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

12. Attach a list reflecting the current breakdown of the Contractor's work force and ownership as to race, national origin, and gender.

(ADD EXTRA SHEETS IF NEEDED)

* Post Office Box addresses not acceptable.

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

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

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

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

1. Danger of drug abuse in the workplace.
2. The firms' policy of maintaining a drug-free environment at all workplaces.
3. Availability of drug counseling, rehabilitation and employee assistance programs.
4. Penalties that may be imposed upon employees for drug abuse violations.

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

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

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

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

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

IV. CODE OF BUSINESS ETHICS AFFIDAVIT

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

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

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

BRITISH AIRWAYS PLC

Full name of entity

By:

Richard Mendles

General Counsel Americas + Officer

8/21/23

Signature of Representative

Title

Date

Richard Mendles

Print Name of Representative

STATE OF NEW YORK

COUNTY OF ULSTER

STATE OR PROVINCE NEW YORK

COUNTRY UNITED STATES OF AMERICA

SUBSCRIBED AND SWORN TO (or affirmed) before me 21 day of August, 2023

by Richard mendles of British Airways PLC, who is personally (Authorized Representative)

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

And who has taken an oath.

Christine Palumbo
(Signature of Notary)

01PA4967798
(Notary Commission Number)

Notary Public – State or Country of Ulster
(State/Country)

Notary Stamp or Seal:

CHRISTINE PALUMBO
Notary Public State of New York
Registration No. 01PA4967798
Qualified in Ulster County
Commission Expires June 4, 2026

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

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

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

2. **DISABILITY AND NONDISCRIMINATION DECLARATION**

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

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

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

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

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

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

As to Section 287.133, the entity understands that:

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

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

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

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

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

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

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

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

6. AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY

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

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

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

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

BRITISH AIRWAYS PLC

Full Name of Entity

Richard Mendles

Signature of Entity Representative

Richard Mendles

Print Name of Entity Representative

MDC016

**British Airways PLC CORPORATION
Contractor's Workforce
Ethnicity & Gender Breakdown**

Hispanic/Latino		White		Black or African American		Two or more races (Not Hispanic/Latino)		Total
Male	Female	Male	Female	Male	Female	Male	Female	
6	8	6	6	3	5	1	2	37

National Origin breakdown

	Male	Female
Algeria	0	1
Argentina	0	1
Cuba	0	2
Dominican Republic	1	1
Ecuador	0	1
France	0	1
Germany	0	1
Haiti	1	0
Jamaica	0	3
Lithuania	1	0
Morocco	0	2
Nicaragua	1	0
Puerto Rico	1	1
Romania	0	1
Spain	1	0
The Bahamas	1	0
Trinidad & Tobago	1	0
United Kingdom	2	0
United States	6	6
Total	16	21

Miami-Dade County Single Execution Affidavit and Declaration Form - Additional Information

Response to I.2 - Officers of British Airways Plc as of 16 August 2023

Full Name	Business Address	Title
Sean Doyle	Waterside, P.O. Box 365, Harmondsworth, UB7 0GB United Kingdom	CEO
Colm Lacy	Waterside, P.O. Box 365, Harmondsworth, UB7 0GB United Kingdom	Chief Commercial Officer
Rene De Groot	Waterside, P.O. Box 365, Harmondsworth, UB7 0GB United Kingdom	Chief Operating Officer
Rebecca Napier	Waterside, P.O. Box 365, Harmondsworth, UB7 0GB United Kingdom	Chief Financial Officer
Andrew Ian Fleming	Waterside, P.O. Box 365, Harmondsworth, UB7 0GB United Kingdom	General Counsel and Company Secretary
Richard Mendles	11 West 42nd Street, 24th Floor New York, New York 10036 United States	General Counsel, Americas
Dirk John	Waterside, P.O. Box 365, Harmondsworth, UB7 0GB United Kingdom	Chief Digital and Transformation Officer

Response to I.3 - Directors of British Airways Plc as of 16 August 2023

Full Name	Business Address
Sean Liam Doyle	Waterside, P.O. Box 365, Harmondsworth, UB7 0GB United Kingdom
Lynne Louise Embleton	Waterside, P.O. Box 365, Harmondsworth, UB7 0GB United Kingdom
Rebecca Louise Napier	Waterside, P.O. Box 365, Harmondsworth, UB7 0GB United Kingdom
Alison Brittain	Waterside, P.O. Box 365, Harmondsworth, UB7 0GB United Kingdom
Alison Clare Reed	Waterside, P.O. Box 365, Harmondsworth, UB7 0GB United Kingdom
Carolina Martinoli	Waterside, P.O. Box 365, Harmondsworth, UB7 0GB United Kingdom

Response to I.4 - Shareholders of British Airways Plc as of 16 August 2023

Name	Business Address	Percentage
International Consolidated Airlines Group S.A.	El Caserio, Iberia Zone Industrial No. 2 (La Munoza), Camino de La Munoza, 28042 Madrid, Spain	53%
Law Debenture Corporation PLC	8 th Floor 100 Bishopsgate, London, United Kingdom, EC2N 4AG	47%

Miami-Dade County Single Execution Affidavit and Declaration Form – Additional Information

Following an industry-wide investigation by the Department of Justice, on August 23, 2007 British Airways pled guilty to a two-count Information alleging violations of the U.S. Sherman Act. The Information charged British Airways with coordination of “certain components of cargo rates” and “long-haul passenger fuel surcharges” with one or more other carriers. British Airways actively cooperated with the Justice Department from the initiation of the investigation. Accordingly, prior to sentencing, the Justice Department filed a successful motion for a downward departure from the normal Sentencing Guidelines level on the Company’s behalf, citing British Airways’ “full and substantial cooperation which has been of significant and useful assistance to [the Justice Department’s] ongoing investigation.” The Court granted this downward departure motion on the basis of the Company’s extensive cooperation and, accordingly, ordered a fine substantially below the fine range recommended by the Sentencing Guidelines.



MEMORANDUM
(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: November 7, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(A)(2)

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)(2)
11-7-23

RESOLUTION NO. _____

RESOLUTION APPROVING AIRLINE VIP CLUB LEASE AGREEMENT BETWEEN BRITISH AIRWAYS PLC CORPORATION AND MIAMI-DADE COUNTY FOR THE LEASE AND CONSTRUCTION OF VIP CLUB SPACE AT MIAMI INTERNATIONAL AIRPORT'S CENTRAL TERMINAL IN CONCOURSE E-SATELLITE FOR 10 YEARS WITH ONE FIVE YEAR RENEWAL OPTION AND AN ANNUAL RENTAL AMOUNT OF \$1,747,463.10 IN THE INITIAL YEAR AND ADJUSTED EACH YEAR THEREAFTER IN ACCORDANCE WITH RESOLUTION NO. R-1054-90, IN ADDITION TO A UTILITY FEE, A CONCESSION FEE, AND AN OPPORTUNITY FEE; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE ALL RIGHTS CONFERRED THEREIN, 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 an Airline VIP Club Lease Agreement between British Airways PLC Corporation and Miami-Dade County for the lease and construction of VIP Club space at Miami International Airport's Central Terminal in Concourse E-Satellite for a term of 10 years with one five-year renewal option and an annual rental amount of \$1,747,463.10 for the initial year and adjusted each year thereafter in accordance with Resolution No. R-1054-90, in addition to a utility fee, a concession fee and an opportunity fee, in substantially the form attached hereto and made a part hereof.

Section 2. Authorizes the County Mayor or County Mayor’s designee to exercise the provisions thereof, including the authority to execute the Airline VIP Club Lease Agreement and the authority to exercise the termination provisions, and to exercise all relevant authority granted the County Mayor or County Mayor’s designee pursuant to sections 2-285 and 2-285.2 of the Miami-Dade County Code.

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:

Oliver G. Gilbert, III, Chairman	
Anthony Rodríguez, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Kevin Marino Cabrera	Sen. René García
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Eileen Higgins
Kionne L. McGhee	Raquel A. Regalado
Micky Steinberg	

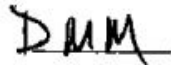
The Chairperson thereupon declared this resolution duly passed and adopted this 7th day of November, 2023. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



David M. Murray

**MIAMI INTERNATIONAL
AIRPORT**

**AIRLINE VIP CLUB
LEASE AGREEMENT FOR
BRITISH AIRWAYS PLC
CORPORATION
LEASE # X-10676**

TABLE OF CONTENTS

**MIAMI INTERNATIONAL AIRPORT
BRITISH AIRWAYS PLC CORPORATION
VIP CLUB LEASE AGREEMENT**

Article 1. Premises and Term	1
Article 2. Use of Premises	5
Article 3. Rentals and Payments	6
Article 4. Maintenance and Repair by Lessee	13
Article 5. Maintenance by County	15
Article 6. Regulations, Licenses and Permits	16
Article 7. Alteration of Premises and Erection of Signs	17
Article 8. Environmental Compliance - VIP Club/Lounge	18
Article 9. Indemnification and Hold Harmless	23
Article 10. Assignment and Subletting	24
Article 11. Insurance	24
Article 12. Use of Public Facilities	26
Article 13. Termination	26
Article 14. Special Conditions	29
Article 15. Equal Employment Opportunity, Nondiscrimination and Affirmative Action	29
Article 16. Security and Special Provisions	34
Article 17. Employees	37
Article 18. Civil Actions	38

Article 19. Trust Agreement	39
Article 20. Other Provisions	40
Tab A Schedule I - Description of Premises	Art. 1.01
Tab B Schedule II - Rentals Calculation	Art. 3.01
Tab C Leased Space Exhibit(s)	Art. 1.01
Tab D Security Deposit Policy	Art. 3.02
Tab E Letter of Credit - Form	Art. 3.02
Tab F Audit Report, Schedules & Management Letters Format	Art. 3.12
Tab G Gross Revenue Certification - Form	Art. 3.13
Tab H Drug-Free Workplace Annual Certification - Form	Art. 16.05

Lease No.: X-10676
Cust. No.: 00000541
Doc. No.: BRAW10676.MTL

MIAMI INTERNATIONAL AIRPORT
AIRLINE VIP CLUB
LEASE AGREEMENT

THIS AIRLINE VIP CLUB LEASE AGREEMENT ("Agreement", "Lease Agreement" or "Lease") is made and entered into as of the ____ day of, _____ 2023 (the "Commencement Date"), by and between **MIAMI-DADE COUNTY, THROUGH THE MIAMI-DADE AVIATION DEPARTMENT**, a political subdivision of the State of Florida ("County" or "Lessor" or "MDAD" or "Department") and **BRITISH AIRWAYS PLC CORPORATION**, a foreign corporation authorized to do business in the State of Florida ("Lessee").

ARTICLE 1
Premises and Term

1.01 Description of Premises: The Premises leased herein are located in the Terminal Building area ("Terminal Building") at Miami International Airport ("Airport" or "MIA"), and are described on Schedule I (Description of Premises) at Tab A ("Premises") and Schedule II (Rentals Calculation) at Tab B and shown as Exhibit D at Tab C, all of which Tabs, Schedules and Exhibit are attached hereto and made a part hereof and further identified by MDAD Identification Number(s) ("ID#") as listed on Schedule I. Lessee is also given the right under Article 12 of this Lease to make use of Public Facilities on a common use basis, but Lessee acknowledges that Public Facilities under Article 12 of this Agreement are not part of the Premises hereunder. Except as otherwise provided herein, and except as to such common use or shared facilities, the Premises are leased to the Lessee on an exclusive basis.

1.02 Term: The County hereby leases to the Lessee, and the Lessee hereby leases from the County, effective on the Commencement Date, for a term of ten (10) years with an option to renew for an additional five (5) years at MDAD's discretion, cancelable by either party in the ninth year: Lessee upon 90 days' written notice; or MDAD upon 180 days' written notice, 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 Improvements:

(A) The Lessee shall be entitled to expand/renovate the Premises ("Improvements") in the manner and to the extent desired by the Lessee; provided, however, all design and construction of the Improvements on the Premises must first be approved in writing by the Department. Such Improvements shall commence with the initiation of a Tenant Airport Construction process no later than 30 business days after the lease Commencement Date. The Improvements shall be the Lessee's exclusive obligation to perform, and the Lessor shall have no obligation to perform any portion of such Improvements or to pay for any costs associated with such Improvements. If the Lessee fails to complete any portion of the Improvements within the agreed timeframe, the Lessee shall be solely responsible for removal of the uncompleted Improvements and restoration of the Premises to a condition that existed prior to commencement of such Improvements.

The Lessee shall fully comply with the terms and conditions of the approval document, the applicable Tenant Airport Construction ("TAC") requirements (Exhibit Y), as may be amended from time to time, of the Department's TAC Program in effect, and Article 6 (Regulations, Licenses and Permits). Such programs may include, but shall not be limited to: (i) the County's Community Business Enterprise (CBE) Program applicable to architects and engineers under Section 2-10.4.01 of Miami-Dade County's Code; (ii) the Community Small Business Enterprise (CSBE) Program for construction activities under Section 10-33.02; (iii) the Living Wage Ordinance under Section 2-8.9; the Art in Public Places (APP) Program under Section 2-11.15; (iv) the Responsible Wages Ordinance under Section 2-11.16; (v) Residents First Training and Employment Program under Section 2-11.7; (vi) Employ Miami-Dade under Administrative Order (AO) 3-6; and any other program of the County applicable to the Lessee's alteration activities hereunder, as such programs, ordinances, or code provisions may be amended from time to time. The Lessee shall comply with such applicable provisions as well as any Administrative and/or Implementing Orders and other directives issued by the County relating to such Programs. The Lessee's failure to do so shall constitute a default pursuant to Sub-Article 13.03 (Other Defaults) hereof. Any future alterations to the Premises shall comply with the provisions of Article 7 (Alterations) herein.

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

(C) Construction Completion Documents and Reporting:

- 1) Within ninety (90) days following the completion of construction of any improvement for which a Certificate of Occupancy ("CO") has been issued; the Lessee shall furnish the following documents to the Department:
 - I. Documents showing that the improvement has met the requirements of the final inspection and that all permits have been closed out.
 - II. Documents that Lessees have obtained lien waivers from the general contractor and all parties designated by the Department, along with any final affidavit of the general contractor required by Chapter 713, Florida Statutes.
 - III. Certificate of Occupancy for the improvement.
 - IV. Certification from the Lessees' architect that the improvement has been completed in conformance with the approved Plans and Specification as well as all permits and applicable governmental requirements.
 - V. If applicable, at least one copy of an as-built survey of the area covered by the improvement in printed and digital format.
 - VI. Two (2) complete sets of as-built construction drawings and two (2) AutoCAD files of the as-built construction drawings in a compact disk format or other format designated by the Department, including all pertinent shop and working drawings and such other as-built drawings as the Department may reasonably require; and
 - VII. Copies of all releases of contractor claims and liens.
 - VIII. Copies of any documents noting utility meter installation sites and numbers, if applicable.

(D) Development Milestones:

**Lessee intends to complete the Development within the following timeframe:
(Estimated 30 Months)**

- 1) Engage with MDAD to begin TAC-N process as described in Section 1.03A.
- 2) Complete all requirements of TAC-N process as applicable to get to design stage (*estimated 4 months*)
- 3) Complete all requirements of TAC-N process to develop final MDAD approved design drawings and submit for building permit (*estimated 8 months*)
- 4) Complete construction within eighteen (18) months from issuance of Permit

(E) Lessee Financing: Lessee may secure private financing to provide funds required for the construction of the Improvements. No mortgage or other encumbrance the Lessee executes in connection with that financing (a "Leasehold Mortgage") will extend to or be a lien or encumbrance upon Lessor's interest in any part of the Premises or in any right appurtenant to that interest. Moreover, any third-party mortgage shall be subordinate to the interest of the Lessor, and all proceeds received from the mortgage loan shall be reinvested into the property. If Lessee intends to obtain a mortgage, then Lessee must get approval from MDAD and Lessee and MDAD need to amend the lease accordingly to address the mortgage.

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

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

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 one hundred (100) 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 1.03) 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. 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 applicable provisions 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.

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.

1.06 Required Documents: The Lessee shall provide quarterly notarized status reports to the Lessor, with a copy to the Commission District 11 office in which the property lies, regarding compliance with each of the Development Milestones in the lease.

ARTICLE 2 **Use of Premises**

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

(A) VIP Club on an exclusive basis, for Lessee's passengers who are members of the Lessee's Club, 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 and, (B) uses reasonable commercial efforts to accommodate Priority Pass and other mainstream club cards provided that such service is not at a loss for Lessee. County agrees that Lessee may contract with third parties for lounge management and operations services subject to such third parties being qualified as a permit holder or a subtenant, subject to any permit charges and compliance with the Department's insurance requirements.

(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. Any equipment reasonably needed for operation of the Lounge can be installed within premises or in other areas outside of the premises as reasonably needed. Lessee will review locations located outside the premises with Lessor to confirm appropriate locations which Lessor will consider for approval in the exercise of its reasonably good faith discretion. If locations are not approved, Lessor will provide reasonable options on other areas that are suitable for the required equipment. This includes, but is not limited to, roof penetrations, slab penetrations, installations of equipment on the roof, apron or other areas.

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 - Due Diligence Fee, Utility Fee, Rental Payments, Opportunity Fees and Concession Fees as follows:

(A)

- (1) Due Diligence Fee: Beginning on the Commencement Date and continuing for 12 months; or until the date of approval of the TAC-N, whichever is earlier, the Lessee shall pay a Due Diligence Fee equal to 10% of the applicable Utility Fee (water and electricity only). The Due Diligence Fee shall be \$1.47 per square foot per annum.
- (2) Utility Fee: Beginning on the first day of the month following the expiration of the Due Diligence Fee period, Lessee shall commence paying Utility Fee for a period of 18 months or DBO, whichever is earlier (for fit out/construction of its VIP Club). For FY23/24, the Utility Fee shall be \$14.65 per square foot per annum.

Lessee will have a development period of 30 months or DBO (whichever comes first) before facility rent becomes payable.

- (3) Monthly Rental for Premises: On/before the first day of the 31st month after the Commencement Date; or at DBO, (whichever comes first), Lessor shall provide Lessee a revised Schedule II to be inserted at Tab B, showing the precise square footage of the Premises, the applicable Class II rental rate (includes utilities) as per the Rates and Charges in effect at that time and the effective date for facility rent. As of such effective date, as monthly rental for the lease of the Premises, the Lessee shall pay to the County, the sum of the monthly rental amounts shown in the Monthly column of the revised Schedule II, 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).
- (4) Abortive Costs: Lessor agrees that the previous costs of \$366,267.00., per MDAD's March 23, 2020, letter to Lessee, incurred by Lessee for abortive design work will be credited to Lessee at Commencement Date.

(B) Opportunity Fee: In addition to the monthly rental payments required under Article 3.01 (A)(3) (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)(3) (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.

At Commencement Date, Lessor shall apply the credit for the abortive costs (\$366,267.00) referenced in Article 3.01 (A)(4) to the security deposit with any excess amount to be applied to the monthly payment due until the credit is exhausted. Future security deposit adjustments may be met by cash payment unless the Department, in its sole discretion, authorize the Lessee to provide an irrevocable Letter of Credit in the form attached hereto as Tab E. 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)(3) (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.

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, upon the approval of the Department, may 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 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 (except those installations or alteration made solely for the Lessee's benefit), 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 as well as providing a base level of such utilities to the Premises as set forth in Sub-Section 4.04 which may be supplemented by Lessee as necessary to operate the Premises as intended as set forth in Sub-Section 2.02. 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. Without limiting the foregoing, Lessor agrees that the elevator and escalator systems adjacent to the Premises are to be maintained by the County and that County will make all necessary repairs, capital improvements and regular maintenance so that those systems are in full and complete operating condition at all times during the term of the Lease and in no event later than December 31, 2025. In addition, County agrees to seal, repair and/or replace and monitor the curtainwalls and glazing of the windows throughout the term of the lease.

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 thereunder, 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

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: Other than the Improvements contemplated herein, the Lessee shall not alter the Premises in any manner whatsoever without the prior written approval of the Department. In the event the Lessee is given approval to make any further alterations to the Premises, the Lessee shall fully comply with the terms and conditions of the approval document, the applicable Tenant Airport Construction (TAC) requirements (Exhibit Y), as may be amended from time to time, of the Department's TAC Program in effect, and Article 6 (Regulations, Licenses and Permits). Program requirements may include, but shall not be limited to: (i) the County's Community Business Enterprise (CBE) Program applicable to architects and engineers under Section 2-10.4.01 of Miami-Dade County's Code; (ii) the Community Small Business Enterprise (CSBE) Program for construction activities under Section 10-33.02; (iii) the Living Wage Ordinance under Section 2-8.9; the Art in Public Places (AIPP) Program under Section 2-11.15; (iv) the Responsible Wages Ordinance under Section 2-11.16; (v) Residents First Training and Employment Program under Section 2-11.7; (vi) Employ Miami-Dade under Administrative Order (AO) 3-6; and any other program of the County applicable to the Lessee's alteration activities hereunder, as such programs, ordinances, or code provisions may be amended from time to time.

The Lessee shall comply with such applicable provisions as well as any Administrative and/or Implementing Orders and other directives issued by the County relating to such Programs. The Lessee's failure to do so shall constitute a default pursuant to Sub-Article 13.03 (Other Defaults) hereof. The Lessee shall be responsible for leaving the premises in a "broom-clean" condition reasonable wear and tear accepted. As part of this responsibility, Lessee will remove non-affixed personal property such as furniture, tables, computer equipment, glasses, plates, cooking utensils, non-affixed kitchen equipment, affixed kitchen equipment (such as stoves, refrigerators and dishwashers which can be removed without damaging the Premises) and any Lessee-branded items, as well as certain external installations made pursuant to Sub-Article 2.02 hereof such as a satellite dish, which are by their nature unique to Lessee's operation of the lounge. Lessee will not be required to remove any built-in or affixed shelving,

bars, seating, cabinets, desks nor any equipment or installations serving basic functions such as HVAC and air-handling units, kitchen fixtures and appliances, sinks, bathroom, and similar.

7.02 Signage: The Department shall supply standard wayfinding signage directing Lessee's customers to the Premises in places reasonably agreed between the Parties. 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, which approval shall not be unreasonably withheld, delayed or condition. 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) Intentionally Omitted:

(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, subject to the following Sub-Sections of this clause. Lessee hereby requests, warrants, covenants, agrees, and acknowledges that because of the possible presence of environmental contaminants on the Premises, other than with respect to known asbestos contained within the Premises, County has advised Lessee of all environmental conditions known to it with regard to the Premises but otherwise makes no other express, implied, or other representations of any kind in connection with the physical condition of the Premises, or any improvements appurtenant thereto. Lessor and Lessee agree that Lessee shall not be responsible for any Recognized Existing Conditions ("REC") as of the Commencement Date other than as remediation or repair of such conditions is required for the operation of Lessee's lounge operations. Lessor and Lessee agree that Lessee shall have no responsibility for any RECs to the Lessor or any subsequent lessee of the Premises at or after the termination of the Lease. Further, should any law or ordinance enacted or brought into effect after the Commencement Date require any RECs to be remediated or repaired, the County agrees to undertake such responsibility or reimburse Lessee for the cost thereof as reasonably agreed by the Parties. In addition to the foregoing, County agrees any existing redundant mechanical, electrical and plumbing services and installations in the space which need to be removed as part of Lessee's fit-out, the removal and disposal costs will be reimbursed by Department by a check or bank transfer.

(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 subject to the provisions of Sub-Sections 8.04 and 8.05 herein.

(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 unless otherwise as set forth herein, including but not limited to Sub-Sections 8.04 and 8.05, 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 Existing Asbestos Condition at Premises. The County and Lessee agrees that, should Lessee's development plans require removal or abatement of any existing asbestos at the Premises, County will undertake such responsibility; or if County cannot provide such remediation in a timely manner, allow Lessee to undertake said remediation under the Tenant Airport Construction Reimbursable (TAC-R) Project Procedure set forth at Exhibit Y, and subject to the terms of Sub-Section 8.05 below.

8.05 Baseline Audit: The County will provide Lessee with an environmental audit of the Premises ("Baseline Audit") to assess the existence and extent of any existing conditions including the existing asbestos referenced in Sub-Section 8.04 above. In the event that (i) the Baseline Audit reveals the presence of any REC not known to the parties as of the Commencement Date and (ii) 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 in its sole discretion afford the County a reasonable time to comply with its responsibility to remediate or repair such REC or terminate this Agreement without liability or cost 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: Other than as set forth elsewhere in this Article 8 or otherwise in the Lease, 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 cleanup 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 of 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 Lessee, including the providing of any service without a permit when such permit is either required herein or by 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 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.

(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 A-F in every sublease and subcontract, including procurements of materials and leases of equipment,) unless exempt by the Acts, the Regulations and directives issued pursuant thereto. See FAA Contract Provisions Guidelines for Obligated Sponsors and Airport

Improvement Program Projects issued on June 19, 2018. 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 the security and protection of the Premises, any improvements thereon, its equipment and property on the Airport and control of access to the Air Operations Area ("AOA") through the Premises by persons and vehicles. The Lessee fully understands and acknowledges that any security measures deemed necessary by the Lessee for the protection of said Premises, equipment and property and access to the AOA through the Premises shall be the sole responsibility of the Lessee and shall involve no cost to the County. All such security measures by the Lessee shall be in accordance with FAR 107 and the Airport Security Plan. Lessee shall provide the Department with a copy of its security plan applicable to Miami International Airport or the County Airport at which it operates, upon request of the Department.

16.02 Security Identification Display Areas Access - Identification Badges: The Lessee shall be responsible for (i) assuring that all of Lessee's employees, and all employees and persons of entities accessing the AOA/SIDA through the Premises on behalf of Lessee (collectively herein, the "SIDA Users"), have appropriate SIDA Identification Badges and comply with all federal and Lessor security requirements applicable to the Premises and SIDAs, (ii) immediately reporting to MDAD all lost or stolen ID badges of Lessee's employees and/or visitors' badges provided by Lessee, and (iii) immediately returning the ID badges of any of Lessee's employees that are transferred from the Airport or terminated from the employ of the Lessee or upon termination of this Agreement. Each employee must complete the SIDA training program conducted by the 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; 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 Mayor determines any of the following:

A) That the Lessee has made a false certification in its execution of the Affidavit submitted or in its annual re-certification as required by the 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. 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 may be viewed by following the link below:

<http://www.miami-airport.com/library/pdfdoc/Propertise/Amended%20and%20Restated%20Trust%20Agreement%202002.pdf>

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

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

VIP Club Lease Agreement X-10676 between Miami-Dade County and British Airways PLC at Miami International Airport

delivered or sent by registered or certified mail, return receipt requested, to the parties as follows:

As to the Lessee:

British Airways PLC
Attention: Legal Department
11 West 42nd Street, 24th Floor
New York, New York 10036

British Airways PLC
Attention: Properties Department
Waterside, Harmondsworth
Middlesex UB7-0GB

As to the Lessor:

County or Aviation Department
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: 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 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.

20.21 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) Law Enforcement Appreciation Day; (5) Memorial Day; (6) Juneteenth; (7) Independence Day; (8) Labor Day; (9) Columbus Day; (10) Veteran's Day; (11) Thanksgiving Day; (12) Day after Thanksgiving Day, and (13) Christmas Day.

20.22 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.

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

20.24 Quit-Claim Deed: It is specifically understood and agreed between the parties hereto that Miami-Dade County holds title to the property of which the Premises are a part by virtue of a Quit-Claim Deed, dated the 16th day of November 1961, from the United States of America ("Government"), acting by and through the Administrator of General Services, which Quit-Claim Deed is recorded in the Official Records of Miami-Dade County, Book No. 2909, page 351, filed for the record on the 30th day of November 1961 ("Quit Claim Deed").

20.25 Easements or Encumbrances: This Agreement is made by the County and accepted by the Lessee subject to all of the existing easements and encumbrances and to subsequent easements or encumbrances and to all of the terms, conditions, reservations, exceptions, limitations and restrictions set forth in the Quit-Claim Deed, and subject to all of the rights of the Government therein enumerated.

20.26 Government Use of Airport: In the event the Government, acting under the provisions of subparagraph (3) of said Quit-Claim Deed, shall take over the use of the leased Premises or the Airport, and such use shall so restrict the Lessee in its operations as to make continued use of the Premises by the Lessee impractical, then:

(A) This Agreement and rights and obligations hereunder shall, at the option of the Lessee, exercised in writing, either: (1) automatically terminate, except as herein under provided; or (2) be suspended during the time the Premises or the Airport are being so used by the Government and the term of this Agreement shall be automatically extended for the same period.

(B) Any monies paid by the Government for the upkeep of, repairs to and the maintenance and replacement of facilities at the Airport shall be used by the County for such purposes.

(C) Any monies paid by the Government to the County as rental for the use of the Premises shall be retained by the County; provided, however, that if the Lessee shall elect to suspend this Agreement for the period of the Government's use of the Premises, pursuant to subparagraph (A) (2) above, and rentals are paid by the Government for the use of any personal property or unamortized capital improvements installed thereon by Lessee, the rentals received by the County for use of the Lessee's said property or improvements shall be for the benefit of the Lessee and paid thereto.

(D) In the event the Government shall take over the use of the Airport, and such use by the Government shall not materially restrict or hamper the Lessee in its operations, the Lessee shall remain in possession of said Premises and shall continue to pay the rentals, fees, and charges specified herein to be paid.

VIP Club Lease Agreement. X-10676 between Miami-Dade County and British Airways PLC at Miami International Airport

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: _____
Deputy Aviation Director

ATTEST: _____, Clerk

By: _____
Deputy Clerk

(SEAL)

BRITISH AIRWAYS PLC CORPORATION

By: Richard Mendler

Title: General Counsel Americas + Office
President or Other Authorized Representative

Richard Mendler
Print Name

ATTEST: Senior Counsel

The undersigned is the ~~Secretary~~ of the Airline or Entity, or is the officer thereof, who is responsible for certifying documents and actions of the company/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 company or entity is established, and by the authority provided by the company/entity's internal regulations, is authorized by such laws and regulations to execute this document on behalf of the Airline.

James B Blawie
Airline or Entity ~~Secretary~~ Senior Counsel
James B Blawie
Print Name

(Corporate or Company Seal or Stamp)

IN ADDITION TO THE AIRLINE SECRETARY'S SIGNATURE ABOVE, THE AIRLINE MUST PROVIDE EITHER THE "SIGNATURE OF NOTARY", OR THE "GENERAL COUNSEL'S CERTIFICATE" PROVIDED BELOW:

Secretary's Certificate of Signing Authorization

The undersigned is currently the Secretary of _____, an air carrier or entity desiring to operate at Miami International Airport under the authority of the Airline VIP Club Lease Agreement ("Agreement") and is familiar with the laws and internal regulations of the air carrier or entity regarding the authorization of company representatives to sign legal documents on the company's behalf.

The undersigned certifies that Mr./Mrs./Ms./Sr. _____, the individual who signed the attached Agreement on behalf of the company, is the President or other officer of the company who is currently authorized by both the laws of the country or state under which the company is established and the internal regulations of the company to sign the Agreement on behalf of the company and to bind the company to the terms of the Agreement.

Secretary or Officer Responsible for Certifying the Documents or Actions of the Company

Printed Name

CITY OF: _____

COUNTY OF: _____

STATE OR PROVINCE: _____

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

_____, 20____ by _____,
(Authorized Representative)

of _____, who is personally

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

and who did / did not take an oath.

(Signature of Notary)

(Notary Commission Number)

Notary Public – State or Country of _____ Notary Stamp or Seal:
(State/Country)

General Counsel's Certificate of Signing Authorization

The undersigned is currently serving as the Senior General Counsel or legal counsel to British Airways, an air carrier or entity desiring to operate at Miami International Airport under the authority of the Airline VIP Club Lease Agreement ("Agreement") and is familiar with the laws and internal regulations of the air carrier or entity regarding the authorization of company representatives to sign legal documents on the company's behalf.

The undersigned certifies that Mr./Mrs./Ms./Sr. Richard Mendley the individual who signed the attached Agreement on behalf of the company, is the President or other officer of the company who is currently authorized by both the laws of the country or state under which the company is established and the internal regulations of the company to sign the Agreement on behalf of the company and to bind the company to the terms of the Agreement.

[Signature]
General Counsel or legal counsel

James B Blaney
Printed Name

CITY OF: New York

COUNTY OF: New York

STATE OR PROVINCE: New York

SUBSCRIBED AND SWORN TO (or affirmed) before me this 22nd day of

August, 2023 by James B Blaney,
(Authorized Representative)

of British Airways, who is personally

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

and who did / did not take an oath.

[Signature]
(Signature of Notary)

012A6115395
(Notary Commission Number)

Notary Public - State or Country of _____ Notary Stamp or Seal:
(State/Country)

LATOISE D. LALCHAND
Notary Public, State of New York
No. 611A6115395
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires September 7, 2024

TERMINAL VIP CLUB LEASE AGREEMENT

TAB A

SCHEDULE I

DESCRIPTION OF PREMISES

(Article 1.01)

**BRITISH AIRWAYS PLC
BRAW10676.MTL
SCHEDULE I
EFFECTIVE: TBD**

12,973 square feet of air-conditioned
Airline Club Room, Class II space
Exhibit D, ID # 2ES4125

Schedule I

MDC076

TERMINAL VIP CLUB LEASE AGREEMENT

TAB B

RENTALS CALCULATION

(Article 3.01)

BRITISH AIRWAYS PLC - BRAW10676.MTL

SCHEDULE II

EFFECTIVE: TBD

ITEM	EXHIBIT	DESCRIPTION	CLASS	ID #	SQ. FT.	% USE	RATE	ANNUAL	MONTHLY	TAX/MTH
1	Exhibit D	Airline Club Room Space	2	ES4125	12,973	100%	\$ 134.70	\$1,747,463.10	\$ 145,621.93	\$ 9,465.43
TOTALS:					12,973			\$1,747,463.10	\$ 145,621.93	\$ 9,465.43
Security Deposit \$310,174.70										

MDC078

RATES EFFECTIVE: OCTOBER 1, 2023

Class	Description	Rate Sf/Yr
1	Ticket Counter	\$ 89.80
2	A/C Space Terminal	\$ 134.70
2	Airline Club Room Space	\$ 134.70
3	A/C Space Concourse	\$ 89.80
4	Non A/C Space	\$ 44.90
5	Building Shadow-Line Space	\$ 22.45
6	Other Revenue Producing Space	\$ 89.80

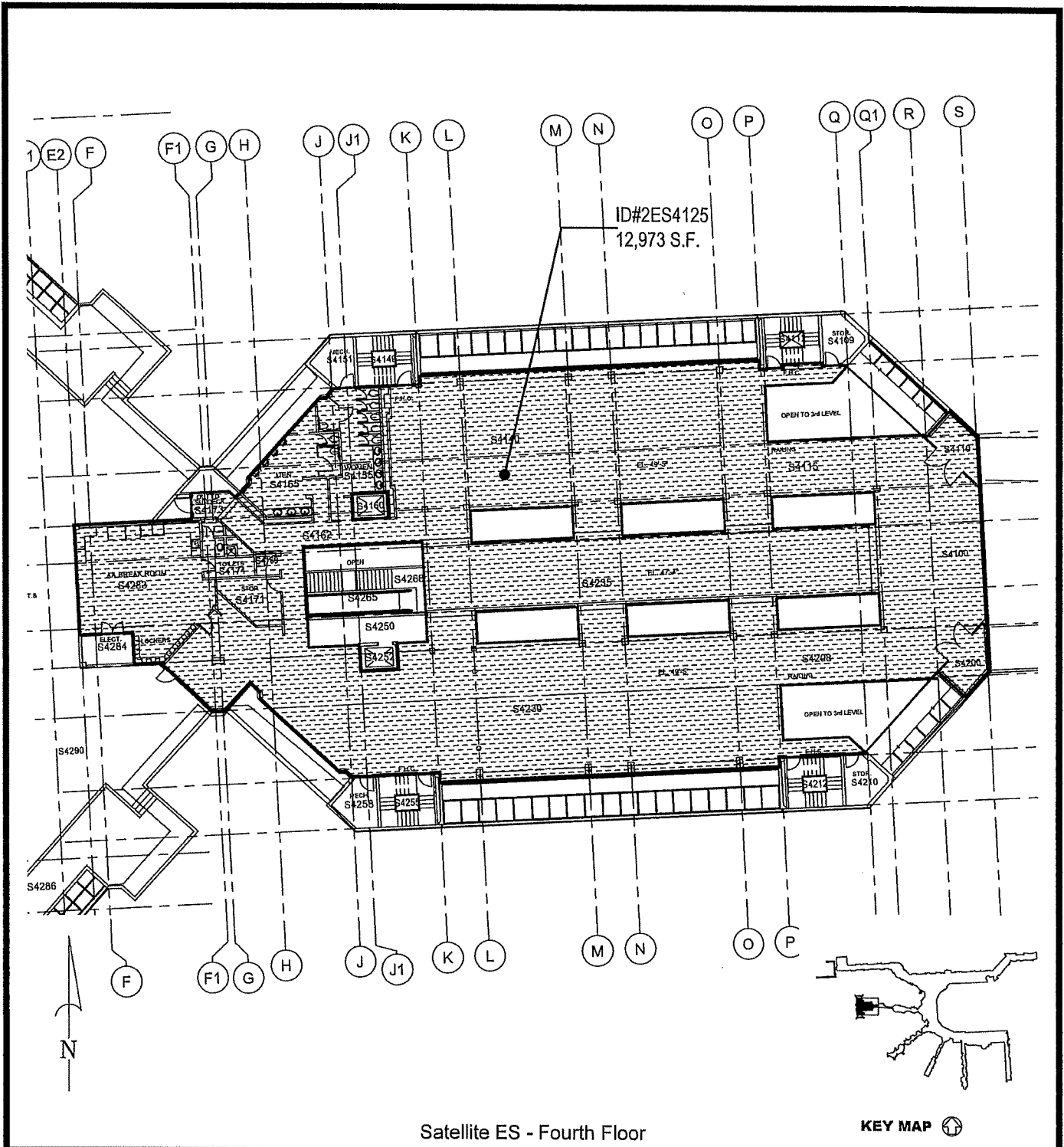
SCHEDULE II

TERMINAL VIP CLUB LEASE AGREEMENT

TAB C


LEASED SPACE EXHIBIT(S)

(Article 1.01)



Satellite ES - Fourth Floor

KEY MAP 

CODE:	SPACE CLASS	SQ. FT.	MIAMI DADE AVIATION DEPARTMENT MIAMI INTERNATIONAL AIRPORT
	A/C Office space	12,973	
12,973			EXHIBIT D BRITISH AIRWAYS
SCALE: 1/32" = 1'-0"	FILE #: 8424	DATE: 8/14/2023	

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

JM: 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.

MDC084

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,

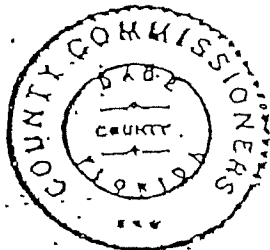
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA, that this Board hereby approves the revised Aviation Department policy relating to security deposits required of air carrier lessees in the Terminal Building at Miami International Airport, such policy being 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.

MDC086

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]*

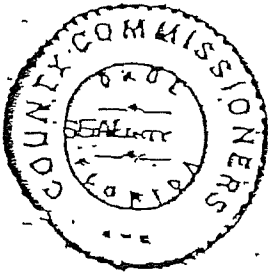
STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

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



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.

MDC090

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__

TERMINAL VIP CLUB LEASE AGREEMENT

TAB G

GROSS REVENUE CERTIFICATION – FORM

(Article 3.13)

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

EXHIBIT Y

TENANT AIRPORT CONSTRUCTION REQUIREMENTS

EXHIBIT Y

TENANT AIRPORT CONSTRUCTION REQUIREMENTS

1. Tenant Airport Construction Reimbursable (TAC-R) Project Procedures
[DADE AVIATION CONSULTANTS \(miami-airport.com\)](#)
2. Tenant Airport Construction Non-Reimbursable (TAC-N) Project Procedures
[TAC-N Forms 1.25.21.pdf \(miami-airport.com\)](#)
3. MDAD Tenant Airport Construction Non-Reimbursable (TAC-N) Procedure Flow Chart
[Flow Chart_01.25.21.pdf \(miami-airport.com\)](#)