

Memorandum



Date: September 10, 2025

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

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Airline VIP Club Lease Agreement between Miami-Dade County and Société Air France, S.A. VIP Club Lease No. X-13051

AC

Agenda Item No. 3(F)

Executive Summary

This item is recommending the County enter into a new Airline VIP Club Lease Agreement with Société Air France, S.A. (Air France) to lease and renovate +/- 7,370 square feet of indoor and outdoor space on the 3rd floor of Concourse H at Miami International Airport (MIA) pursuant to section 125.35(1)(b)(1), Florida Statutes. The renovated space will be used to provide exclusive first-class VIP Club services to passengers. Air France will bear all costs related to the design and construction of the VIP Club which are estimated to total between \$7,000,000.00 to \$8,000,000.00, at no cost to the County. The Airline VIP Club Lease Agreement is for a term of 10 years with one (1) five-year extension. It is estimated that Air France will pay the County no less than \$17,523,747.36 in rent and fees over the total 15-year lease term.

Recommendation

It is recommended that the Board of County Commissioners (Board) adopt the attached resolution approving an Airline VIP Club Lease Agreement entitled: "Miami International Airport - Airline VIP Club Lease Agreement" (Lease Agreement X13051) between Air France and the County attached as Exhibit A to this memorandum.

Scope

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

Delegation of Authority

The County Mayor or County Mayor's designee will have the authority to execute and perform all acts necessary to effectuate Lease Agreement X13051 and to exercise all rights conferred therein including the termination rights.

Fiscal Impact/Funding Source

The Miami-Dade Aviation Department (MDAD or Aviation Department) expects Lease Agreement X13051 to generate at minimum \$17,523,747.36 in revenues to the County over the total lease term. The revenue sources, which are described in more detail below and on the next page consist of a Due Diligence Fee, a Utility Fee, Annual Rent as set by the Board yearly, in addition to a Concession Fee and/or Opportunity Fee that may accrue.

1. Due Diligence Fee – Air France shall pay a Due Diligence Fee at the rate of \$1.38 per square foot per annum, equal to 10 percent of the applicable Utility Fee (water and electricity only). This fee shall be paid from the lease commencement date for 12 months, or until the approval date of MDAD's Tenant Airport Construction – Non-Reimbursable (TAC-N) documents, whichever is earlier. During this period, Air France will complete the requirements of the TAC-N process, conduct investigative work on the premises, and go through the design and permitting approval process for the build-out of the VIP Club.

The monthly Due Diligence Fee will equal \$847.55 making for a total of \$10,170.60 for 12 months. The fee rate is subject to change annually.

2. Utility Fee - Air France shall pay a Utility Fee (for water and electricity only) at the rate of \$13.82 per square foot per annum. This fee shall be paid for a 18-month period beginning on the first day of the month following the expiration of the Due Diligence Fee period, or until the construction project reaches the Date of Beneficial Occupancy (DBO), which is defined as the date the VIP Club is ready to open for business or when a Certificate of Occupancy or a Temporary Certificate of Occupancy is issued.

After the Due Diligence Period, the monthly Utility Fee will equal \$8,487.78 making for a total of \$152,780.10 for 18 months. The fee rate is subject to change annually.

3. Rental Payments – beginning the first day of the 24th month of the lease commencement date, or at DBO, whichever comes first, Air France shall pay the applicable rental rates in effect at that time for Terminal Class II (indoor air-conditioned space) and Terminal Class IV (outdoor space) for approximately 7,370 square feet of VIP Club space. Based on the contractual performance periods specified in Lease Agreement X13051 for the Due Diligence and Utility Fees, the estimated start date for the full rental payments is March 2028.

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, based on FY 2028 rental rates, MDAD estimates Air France will pay the County \$95,698.67 in monthly rent or \$1,148,384.00 in annual rent for the VIP club space. Over the first 10 years of Lease Agreement X13051, MDAD projects the County will receive approximately \$9,800,449.87 in rental payments (including Due Diligence and Utility Fees) and another \$7,723,297.48 if the five-year renewal option is exercised, making for a total of \$17,523,747.36 over the 15-year lease term.

4. Concession Fee – Air France shall pay a fee equal to 18 percent (18%) of the monthly gross revenues generated from liquor sales, and 10 percent (10%) of the monthly gross revenues generated from the sale of all other amenities as defined in Sub-Article 2.01(B): Use of Premises.
5. Opportunity Fee – Air France shall pay an opportunity fee as set forth in the Annual Rates, Fees and Charges for revenues received from the entry of selected persons into the VIP Club as defined in Sub-Article 3.01(B): Opportunity Fee.

Track Record/Project Monitor

MDAD's Assistant Aviation Director for Airport Concessions and Business Development, Sarah Abate, will monitor the implementation of Lease Agreement X13051.

Background


Air France is a member of the premier airline alliance known as the Sky Team Alliance and has been operating at MIA well over 35 years offering flights to various international destinations. Currently, Air France provides its premium flyers access to the luxurious Delta Sky Club as it does not operate its own VIP lounge at MIA. Lease Agreement X13051 allows Air France to lease and improve +/- 7,370 square feet of indoor and outdoor space to provide its clientele with customized lounge services

particular to its own unique brand. Pursuant to Implementing Order 8-4, MDAD has undertaken due diligence with respect to the property to be leased and Air France and has determined that there are no adverse findings or obstacles to the lease of the property to Air France.

Under the terms and conditions of Lease Agreement X13051, Air France must design and construct the improvements in accordance with MDAD's Design Guidelines Manual, Life Safety Master Plan and applicable Tenant Airport Construction process. Furthermore, the Development Period must begin no later than 30 business days after the lease commencement date and the milestones noted below may be extended only at MDAD's discretion for a maximum of 18 months.

- Engage with MDAD to initiate MDAD's Tenant Airport Construction – Non-Reimbursable (TAC-N) process as stipulated in Section 1.03A one (1) month from the lease commencement date.
- Complete all MDAD TAC-N requirements as applicable to reach the design phase four (4) months from the lease commencement date.
- Complete all MDAD TAC-N requirements to develop final MDAD approved design drawings and submit for building permit eight (8) months from the lease commencement date.
- Complete construction twelve (12) months from the issuance of the permit.

Lease Agreement X13051 reflects the negotiated terms and conditions between Air France 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; 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 Air France activities, including the Aviation Department's Tenant Airport Construction Program in effect, as such procedures, programs, ordinances, or code provisions may be amended from time to time.



Jimmy Morales
Chief Operating Officer

EXHIBIT A

TERMINAL BUILDING

LEASE AGREEMENT

AT

MIAMI INTERNATIONAL AIRPORT

VIP LOUNGE LEASE X13051

BETWEEN

MIAMI-DADE COUNTY

AND

SOCIÉTÉ AIR FRANCE AIRLINE VIP CLUB

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Attachments

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Tab D:	Security Deposit Policy
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Tab H:	Drug-Free Workplace Annual Certification
Exhibit Y:	Tenant Airport Construction Requirements

DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended.

The term "**Agreement**" or "**Contract**" shall mean this Lease and Concession Agreement including all exhibits and attachments thereto and a part thereof entered by the County and the Lessee

The term "**Airport**" shall mean Miami International Airport.

The term "**AS IS**" shall mean that the Lessee will receive a Premise that is not in a "prepared shell" (vanilla box) condition. Assumption of an AS IS space may include a demolition phase in the project.

The term "**Aviation Director**" or "**Director**" shall mean the Director of the Miami-Dade Aviation Department or his or her designee.

The term "**Base Building Work**" shall mean the sub-flooring, ceiling structure, demising walls, utilities infrastructure and other base building improvements, structures, and fixtures which the County installs or causes to be installed in the terminal building. Base Building Work includes delivery of the Premise in Shell Condition. Premise is being offered in an "AS IS" condition.

The term "**Board**" shall mean Board of County Commissioners of Miami-Dade County.

The term "**Certificate of Occupancy**" the appropriate code enforcement agency issues a Certificate of Occupancy ("CO") that enables the Lessee to occupy or utilize the Improvements or a portion thereof in any manner for its intended use.

The term "**Code**" shall mean the Code of Miami-Dade County, Florida.

The term "**Common Logistics Fee**" shall mean an amount to be invoiced as a separate line item and collected from the Lessee for the purpose of reimbursing, without profit or administrative markup, a County imposed or approved logistics program which the Lessee may be reimbursed for actual out-of-pocket expenses incurred excluding any administrative overhead in order to lease off-Airport properties for storage or operate on the Airport and operating a common logistical support service as may be necessary for the efficient operation of the Retail Program.

The term "**Common Logistics Program**" shall mean a program to offer logistics support either on or off Airport which may include leasing of Airport property for storage, delivery services or equipment necessary to the operation of a common logistics system.

The term "**County**" shall mean Miami-Dade County, Florida, a political subdivision of the State of Florida.

The term "**The Date of Beneficial Occupancy**" (**DBO**) shall mean the date the Premise ready to open for business, or when a Temporary Certificate of Occupancy or Certificate of Occupancy has been issued.

The term "**Days**" shall mean calendar days, unless specifically stated as other.

The terms "**Department**" or "**MDAD**" shall mean the Miami-Dade Aviation Department. Wherein in this Solicitation document, rights are reserved to the County, MDAD may exercise such rights.

The term "**Enplanement**" shall mean airline passenger(s) who departs MIA from the North Terminal, Central or South Terminal to a destination including international and domestic travelers.

The term "**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 term "**FAA**" shall mean the Federal Aviation Administration, and any successor agency, office or department thereto.

The term "**Gross Revenues**" shall mean all monies paid or payable to or consideration of determinable value received by the Lessee in operation under the Agreement, regardless of when or where the order therefore is received, or the goods delivered, or services rendered, whether paid or unpaid, whether on a cash, credit or rebate basis or in consideration of any other thing of value; provided, however, that the term "Gross Revenues" shall not include: (i) any refund given to the customer because of a customer satisfaction issue which must be documented and auditable, or (ii) promotional discount and coupon offers issued to customers as a result of a Departmental approved marketing plan, or (iii) any sums collected for any Federal, State, County and municipal taxes imposed by law upon the sale of merchandise or services, or 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.

The term "**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.

The term "**Lease Effective Date**" shall mean the tenth (10th) business day after the date of execution by the Mayor and attestation by the Clerk of the Board of the Lease Agreement.

The term "**Lessee**" the organization (tenant) leasing space at the Airport.

The term "**Lessor**" the origination leasing space to tenant at the Airport"

The term "**Premise**" to mean the designated area(s) within Miami International Airport depicted in Exhibit A. Space lease to the Lessee and referred as South Terminal, Concourse H, 3rd Floor H3842.

The term "**Shell Condition**" shall mean smooth concrete floors, demising studs and walls, and the utility services listed below (conduits, lines, pipes, etc.) stubbed to the lease lines of the Premise or area immediately adjacent thereto for electric, telephone and data communications, heating ventilating and air conditioning systems including ducts ("HVAC"), fire alarm system and fire sprinkler system. Note: Premise in this agreement is considered to be "AS IS".

The term "**South Terminal**" shall mean the area of the terminal building and concourses, within the south part of the terminal area, landside or airside which is known as Concourses H and J and connecting concession and public premises.

The term "**TSA**" shall mean the United States Transportation Security Administration, and any successor agency, office, or department thereto

The term "**VIP Lounge**" shall mean VIP Lounge a private space within the Airport that traveling passengers can access according to the operator's entry rules.

Lease No.: X13051

Cust. No.: 000000318

Doc. No.: AFRA13051

**MIAMI INTERNATIONAL AIRPORT
AIRLINE VIP CLUB
LEASE AGREEMENT**

THIS AIRLINE VIP LOUNGE LEASE AGREEMENT ("Agreement") is made and entered into as of the _____ ("Lease Effective 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") and **SOCIÉTÉ AIR FRANCE, S.A.**, a foreign profit corporation duly authorized under the laws of the Republic of France, having its United States Executive Offices located at 1450 Broadway, 24th floor, New York NY 10018 and authorized to do business in the State of Florida ("Lessee").

W I T N E S S E T H:

WHEREAS-the County is the owner of and operates Miami International Airport through the County's Miami-Dade Aviation Department; and

WHEREAS Lessee is an airline user of Miami International Airport ("MIA" or sometimes the "Airport") that desires to enter into a Lease Agreement X13051 with the County for the use of certain VIP Lounge facilities in the Terminal Building ("the Premises") upon terms and conditions set forth therein; and

WHEREAS the Airline VIP Lounge will enhance the accommodation and conveniences of airline passengers and Airport patrons, and project a positive image of the Airport, Lessor, and the County to visitors, as further described herein; and

WHEREAS Lessor desires to enter into this Agreement for the lease by Airlines of the Existing Premises on the conditions set forth herein.

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

ARTICLE 1
PREMISES AND TERM

- 1.01 Description of Premises: The Premises leased herein is located in space 2H3842 in Concourse H of the Terminal Building area ("Terminal Building") at Miami International Airport ("Airport" or "MIA"). 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. Lessee acknowledges that Lessor may lease space for other airline clubs/lounges, lounges, or VIP lounges elsewhere in the terminals or concourse, without limitation.

1.02 Term: The County hereby leases to the Lessee, and the Lessee hereby leases from the County, effective on the Lease Effective Date, for a term of 10 years, cancelable by either party, at any time, upon not less than ninety (90) days written notice to the other party, the Premises as shown at Exhibit A, attached hereto. Lessee shall also have 1 option to renew, for an additional 5 year term, provided that 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 Lessor. Such Improvements shall commence with the initiation of a Tenant Airport Construction process no later than thirty (30) business days after the Lease Effective Date. The Lessor shall have no obligation to perform any portion of such Improvements or to pay for any cost 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 Lessor'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 2-11.7; (v) Residents First Training and Employment Program under Section 2-11.16; (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. 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) **Construction Permit Fee**: The Lessee shall pay a permit fee to the Lessor for improvements which would customarily be paid to the County's Building Department as a condition of the issuance of a permit. The permit fee payable by the Lessee to the Lessor is an amount equal to one percent (1%) of the estimated

construction cost of the improvements. Such a fee shall be used to reimburse Lessor for its costs of maintaining on-site Building Department staff to review Lessee's plans/specifications. Such fee shall be non-refundable.

(C) Design and Construction Coordination

Lessee shall:

1. Be responsible for construction management and coordination of all improvements to the Premise(s) and authorized administrative support space.
2. Coordinate meetings architects, if applicable, MDAD's architects, consultants, and others, to review procedures, scheduling site surveys and develop buildout schedules.
3. Coordinate the processing and review of improvement submittals. Design and construction shall be in accordance with the MDAD Design Guidelines Manual, Life Safety Master Plan, Florida Building Code and the TAC-N or TAC-R Procedures, as well as all other applicable codes and regulations.
4. Provide and coordinate access to Premise as necessary.
5. Purchase materials and services and coordinate the fabrication and installation of the Lessee development requirement, whereby such elements are the designated responsibility of the Lessee, if so implemented.

(D) Construction

Lessee shall:

1. Attend pre-construction meetings, construction meetings, monitor schedule, and coordinate Premise(s) development with the Lessor as required, pursuant to the TAC-N procedures.
2. Adhere to MDAD's TAC-N or TAC-R Design and Construction procedures
3. and requirements.
4. Ascertain that MDAD's TAC-N or TAC-R Design and Construction procedures and requirements, as applicable, are adhered to by all.
5. Monitor and coordinate the construction start, project timetable schedule and completion date for all Premise(s).
6. Monitor and report to the Lessor on on-site activities and progress for improvement work. The Architect/Engineer of record is responsible for day-to-day field observation of all construction activities including, but not limited to inspections, delivery, coordination, and reporting.
7. Monitor construction progress with regard to the schedule and procedures established and make recommendations to the Lessor for maintaining and improving construction progress as necessary.
8. Establish a uniform system for the timely processing and control of drawings.
9. Review status of drawings with contractor(s) and architect(s) at progress meetings.
10. Review and advise the Lessor on all changes to the work with regard to cost and impact on the project pro-forma and construction schedule.
11. Monitor punch list completion and review testing and inspection reports for all Premise(s).
12. Organize and have available upon request completed project files.
13. Coordinate access to the Premise to allow staff training and equipment testing.
14. Obtain Certificate of Occupancy for each Premise.

15. Submit Record Drawings (as-built drawings) as per the TAC-N or TAC-R requirements within sixty (60) Days from the issuance date of the Certificate of Occupancy and deliver them to the Lessor pursuant to the TAC-N or TAC-R procedures.

(E) **The Date of Beneficial Occupancy:** (the "DBO") for the Improvements is defined to be the date the Premise ready to open for business, or when a Temporary Certificate of Occupancy or Certificate of Occupancy has been issued.

(F) **Construction Completion Documents and Reporting:** Within ninety (90) days following the completion of construction of any improvement for which a Certificate of Occupancy ("CO") has been issued; the Lessee or designated lounge operator shall furnish the following documents to the Lessor (Project Manager):

1. Documents showing that the improvement has met the requirements of the final inspection and that all permits have been closed out.
2. Documents that Lessees have obtained lien waivers from the general contractor and all parties designated by the Lessor, along with any final affidavit of the general contractor required by Chapter 713, Florida Statutes.

(G) **Development Milestones:**

Lessee shall complete the Development within the following deadlines, which deadlines may be extended by MDAD by up to eighteen (18) months in MDAD's sole discretion:

1. Engage with MDAD to begin TAC-N process as described in Section 1.03A - 1 month from Lease Effective Date.
2. Complete all requirements of TAC-N process as applicable to get to design state - 4 months from Lease Effective Date.
3. Complete all requirements of TAC-N process to develop final MDAD approved design drawings and submit for building permit 8 months from Lease Effective Date.
4. Obtain building permit -
5. Complete construction - twelve (12) months from issuance of Permit.

(H) **Certificate of Occupancy for the improvement:**

1. Certification from the Lessees' or designated lounge operator architect that the improvement has been completed in conformance with the approved Plans and Specification as well as all permits and applicable governmental requirements.
2. If applicable, at least one copy of an as-built survey of the area covered by the improvement.
3. 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 Lessor, including all pertinent shop and working drawings and such other as-built drawings as the Lessor may reasonably require; and

4. Copies of all releases of contractor claims and liens.
5. Copies of any documents noting utility meter installation sites and numbers, if applicable.

(I) **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.

(J) **Water and Sewage System:** Pursuant to Implementing Order (10) 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 Additions, Deletions or Modification of the Premise: This Agreement may be administratively revised to reflect any additions, deletions, or modifications to the Premise(s) pursuant to the provisions herein. Such revisions, if any, will include revised exhibits and appropriate changes to the Premise.

(A) **Not Used Addition of Temporary Premise:**

(B) **Addition of Premise:** If at any time after the Lease Effective Date, the Lessor, at its sole discretion, identifies any additional premises for lessee development, the Lessor may, but is not required to, offer such additional premise to the Lessee upon written notification. The Lessee will have thirty (30) days to submit a written response accepting or rejecting the additional premise as a Premise under this Agreement.

(C) **Deletion or Modification of Premise:** The Lessor reserves the right, at its sole discretion, to delete or modify any of the Premises, or any administrative support and storage spaces due to Airport development/construction, operational necessity, and security or safety considerations. In the event of such deletion or modification the Lessee shall be given no less than: (i) thirty (30) Days written notice, for such deletion or modification due to operational necessity, and security or safety considerations; and (ii) sixty (60) Days written notice, for such deletion or modification due to development/construction.

The Lessor shall not be held liable to the Lessee except for reimbursement of the unamortized costs, pursuant to Sub-Article 4.08 "Amortization Schedule" for any inconvenience or loss of business as a result of the deletion or modification of any Premise or other space pursuant to this Sub-Article.

1.05 Level of Finishes: If the Lessee moves into space in a condition beyond the Shell Condition, the County may negotiate a surcharge based upon the improved condition of the space. For purposes of this Sub-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 premise 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.

1.07 Common Warehouse System: Due to the fact that storage space is limited in this Agreement and such space is separate from the Premise, should the Lessee determine, in its sole discretion, the need to use off-Airport properties for storage space, the Lessee shall be entitled through itself, or through an independent third-party contractor, to operate a common logistical support service. The Lessor may elect to initiate a Common Logistics Program to assist in storage, delivery equipment and supplies in which case a Common Logistics Fee may be assessed to Lessee.

In the event of a Lessor initiated Common Logistics Program, the actual costs incurred to rent any such off-Airport properties for storage and/or the actual costs incurred to rent any such off-Airport properties for storage and the actual costs incurred in the operation of the common logistical support service program (including the purchase or renting of equipment needed to operate such program), as may be determined by the Lessor from time to time, shall be included in the Common Logistics Fee. All funds received by Lessee as part Common Logistics Fee shall not be included in Lessee's Gross Revenues for any and all purposes of this Agreement. The Lessor reserves the right to review the basis of the actual costs and allocation thereof should the Lessee elect to implement a common logistics support service program. The Lessor also reserves the right to approve such program and requires that the Lessee impose the Common Logistics Fee in a non-discriminatory manner.

ARTICLE 2

USE OF PREMISES

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

- (A) VIP Lounge(s) on an exclusive basis, which VIP Lounge may be operated by a third-party management company or operator subject to such third parties being qualified as a permit holder or a subtenant and subject to any permit charges and

compliance with the Lessor'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 Sub-Article 3.01(C). Permitted amenities shall include (1) VIP Lounge Conference room rentals, (2) food & beverage sales, under the conditions specified below in this paragraph and elsewhere in this Agreement, (3) Liquor sales, (4) Facsimile, (5) Massage, Spa and Salon Services, and (6) Short-term sleep facilities, 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 Lessor and shall be arranged through the Lessor'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 Lessor of a copy of the agreement or relevant portions thereof and approval of the advertising by the Lessor, which shall not be unreasonably denied.

2.02 Installation of Equipment: The Lessee, upon written request, approved in writing by the Lessor, shall have the right to install, maintain, repair, replace and operate, at its sole cost and expense, in and on the Premises, and between the Premises and other premises leased or used by the Lessee, along such rights-of-way as may be approved by the Lessor, such computer equipment, communications and facilities, together with required conduits, tubes and power lines, as may be necessary and convenient in the opinion of the Lessee to operate its club facility. Lessee will review premises located outside the Premises with Lessor to confirm the appropriate premises which Lessor will consider for approval in the exercise of its reasonably good faith discretion. If premises 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: The County specifically reserves the right to develop, install and generate revenues from telecommunications equipment, systems, and capabilities within all Airport facilities. Notwithstanding the Lessee's exclusive use of any Premises leased to the Lessee hereunder from time to time, the 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 the Lessee's use of the Premises or diminish the value of the Premises for the purposes set forth in this Article 2. The 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 the Lessee hereunder.

ARTICLE 3
RENTALS AND PAYMENTS

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

(A) **Due Diligence Fee, Utility Fee, Rental Payments:**

1. Due Diligence Fee: Beginning on the Lease Effective Date and continuing for twelve (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). For FY24/25, the Due Diligence Fee shall be \$ 1.38 per square foot per annum. This fee rate is subject to change annually.

1. 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 eighteen (18) months or DBO, whichever is earlier (for fit out/construction of its VIP Lounge). For FY24/25, the Utility Fee shall be \$13.82 per square foot per annum. This fee is subject to change annually.

2. Annual Rental for the Premises: On/before the first day of the twenty-fourth (24th) month after the Lease Effective Date, or at DBO, (whichever comes first), Lessor shall provide Lessee a revised Schedule I to be inserted at Exhibit B, showing the precise square footage of the Premises. The applicable rental rate (includes utilities) indoor air-conditioned area would be Class II and any outdoor area would be Class VI as per the Rates and Charges in effect at that time and the effective date of facility rent. As of such effective date, as annual rental for the lease of the Premises, the Lessee shall pay to the County, the sum of the annual rental in twelve (12) equal monthly installments shown in the Monthly column of the revised Schedule I, in U.S currency, plus applicable state sales taxes, as required by law, on the first day of each month, in advance and without filling, at the offices of the Lessor as set forth in Sub-Article 3.5 (Methods of Payment).

3. Permit fee: Should the lessee hire an operator to perform a commercial activity on the leased premises it would require obtaining a permit from the lessor. This would be subject to a permit fee.

(B) **Opportunity Fee:** In addition to the monthly rental payments required under Sub-Article 3.01 (A) (Monthly Rental for Premises), and as a privilege fee but not as a payment for the leasing, letting, renting, or granting a license for the use of real property, the Lessee shall pay to the County an Opportunity Fee, as set forth in the Annual Rates, Fees, and Charges set by the Board of County Commissioners, for any revenue that Lessee receives for the entry of selected persons to the VIP Club; provided, however, that Lessee shall not be required to pay an Opportunity Fee for entry by the following persons: (1) Lessee's passengers who are allowed access to Lessee's clubs as a reward for airline status or by virtue of enrollment in Lessee's rewards or loyalty program, if such passengers are not required to purchase rights to access the Premises on a daily basis, (2) guests and immediate family members

of persons eligible pursuant to (1) of the Lessee's Clubs provided that such guests and immediate family members are not required to pay to gain entry, (3) passengers of any other airline with whom Lessee has entered into a code-share marketing or service agreement that includes the provisions of VIP Club services by the Lessee to the other airline's passengers, provided that such passengers are not required to pay to gain entry, and (4) any other person who, under systemwide practices such as frequent flyer status or premium level ticket, is not required to pay to gain entry to the VIP Club.

Upon request, the Lessee shall provide the Department with sufficient documentation to substantiate that such exceptions apply.

- (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 concession fees for the sale of alcohol (currently 18% of the annual Gross Revenues, generated from liquor sales on the Premises) and other amenities (currently 10% of the annual Gross Revenues generated from the sale on the Premises of all other amenities as defined in Sub-Article 2.01 (B) (Use of Premises)) \ as set forth in the Annual Rates, Fees, and Charges set by the Board of County Commissioners, for any revenue that Lessee receives from alcohol and amenity sales on the Premises. For purposes of this Agreement, conference room rentals shall not be subject to concession fees under this Agreement or included in Gross Revenues as drained in Sub-Article 3.09.
- (D) **Reporting and Payment of Fees:** Lessee shall pay such amounts due to the County for the Opportunity Fees and Concession Fees by the twentieth (20th) 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 (20th) 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.

- 3.02 **Security Deposit:** Prior to occupancy of the Premises, the Lessees, unless exempted under County Security Deposit Policy as set forth in Resolution No. R-335-94, attached hereto as Exhibit D, shall pay to the County an amount equal to twenty five percent (25%) the required total annual rental as determined pursuant to Sub-Article 3.01 (A) (3) (Annual Rental for Premises) above, plus applicable state sales tax thereon, as security for the payment of the Lessee's obligations hereunder.) Payment of the Security Deposit shall be made entirely by Lessee. Said deposit shall be in addition to any rental payments required hereunder, and the Lessor shall be entitled to apply such payment to any debt of the Lessee to the Lessor that may then exist, as permitted by law, including but not limited to the rentals required hereunder. In lieu of the security deposit being made in cash, the Lessor, in its sole discretion, may authorize the Lessee to provide an irrevocable

Letter of Credit in the form attached hereto as Exhibit E in like amount. The amount of the security deposit is subject to adjustment by the Lessor at any time there is a change in the annual rentals pursuant to the terms of this Agreement; provided further, that the Lessor 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 Lessor with adequate assurance of the Lessee's payment of its obligations, which assurance is required because of the Lessee's defaults in the timely payment of rents, fees and charges due hereunder, or because the Lessor has reason to believe, based on 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 Lessor's notice shall specify the reason for the increase and Lessee shall have seven (7) days from receipt of such notice to provide Lessor with documents supporting Lessee's request that the security deposit remain the same. The Lessor'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 Sub-Article 3.01 (A)(3) (Annual Rental for the 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 Lessor 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 Lessor has demanded the return of the Premises, the Lessee shall be liable for double rentals for so long as the Lessee remains in possession after the effective date stated in the Lessor's demand which effective date shall not be earlier than ninety (90) days from the date of the Lessor'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: 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)

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 any of the entities of the Lessee fails to make any payments, as required to be paid under the provisions of this Agreement, within ten (10) days after same shall become due, interest at the rates established from time to time by the Board of County Commissioners of Miami-Dade County, Florida (currently set at one and a half percent (1.5%) per month), shall accrue against the delinquent payment(s) from the original due date until the Lessor actually receives payment. The right of the 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 Lessor 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 three hundred (\$300.00), or forty

(\$40.00) dollars, if the face value of the dishonored check or draft is three hundred (\$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 Lessor may require that future payments required pursuant to this Agreement be made by cashier's checks or other means acceptable to the Lessor.

3.08 Reserved:

3.09 Gross Revenues:

(A) The term Gross Revenues, as used in this 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 Sub-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 Sub-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 Lessor, the 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 Lessor 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 Lessor to document its activities pursuant to this Agreement; provided, however, that Lessee may request the Lessor to review all or a portion of such items at a premise outside of the County, in which case Lessee shall pay the Lessor all costs associated with travel, lodging and meals of the Lessor's personnel and auditors to review the documents at such premise. 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 Lessor 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 Lessor, 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 Lessor, 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 Lessor 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. Any such audit or examination under this Sub-Article 3.10 shall not unreasonably interfere with the Lessee's conduct of its business on the Premises.

- 3.11 Monthly Report of Gross Revenues, Opportunity Fees & Concession Fees: On or before the twentieth (20th) day following the end of each calendar month throughout the term of the Agreement, Lessee shall furnish to the Lessor 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 Lessor. 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 (60) calendar days of each anniversary of the Lease Effective Date of this Agreement and within sixty (60) days following termination of this Agreement, the Lessee shall, at its sole cost and expense, provide to the Lessor 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 Lessor. 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 Lessor from time to time collectively attached hereto as Exhibit F. Failure to provide the monthly reports required in Sub-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 Sub-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 and upon not less than sixty (60) days written notice prior to the effective date of the change.

- 3.13 Waiver of Annual Audit: Notwithstanding the provisions of Sub-Article 3.12 (Annual Audit Required) above, Lessee shall have the option to provide a certification, rather than the audit required in Sub-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 Lessor, Exhibit 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 Lessor as a result of an audit or inspection of the Lessee's books and records, as authorized pursuant to Sub-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 Lessor as a breach of this agreement and the Lessor may take appropriate action as a result, (c) the Lessor shall be entitled to assess a fifty (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 Sub-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 Lessor and the auditors of the County shall have the right, upon reasonable notice to the Lessee, 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 Lessor. Any such inspection, review, verification, check or audit under this Sub-Article 3.13 shall not unreasonably interfere with the Lessee's conduct of its business on the Premises.
- 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 ten (10) days of receipt thereof and shall not pay any tax or related assessment ultimately payable by the Lessee hereunder without approval of the Lessee; provided, however, that the Lessee shall remain liable for any tax, penalty, and interest that ultimately is determined to be payable by the Lessee. In any administrative or judicial action to challenge a tax or assessment, both the County and the Lessee shall provide reasonable cooperation to each other.
- 3.16 Failure to Comply with Performance Standards: If Lessee defaults under any of the covenants or terms and conditions, of this Agreement, Lessor shall impose the financial Damages described below, as a result of the violation(s), on a daily basis, in addition to any other Damages permissible by law and/or pursuant to the provisions of this Agreement, until said violations are remedied:

A. Violations: Lessee acknowledges the Lessor objective to provide the public and air travelers with the level and quality of service as described herein. Provision of substandard quality impacts the Airport's commercial reputation and commercial goodwill. Accordingly, the Lessor may assess, in its sole discretion, as liquidated damages for various violations of the provisions of this Agreement, the Standards of Operation, Lessor Rules and Regulations and/or Operating Directives. The Lessee and Lessor agree that the liquidated damages set forth herein are reasonable, and the Lessee further agrees to pay to the Lessor such damages in accordance with the rates or in the amounts specified herein upon each occurrence of the specified violation and upon written demand by the Lessor. The Lessor will, in its sole discretion, determine the classification of each per day or per occurrence. Lessee further acknowledges that the damages herein are not exclusive remedies, and the Lessor may pursue other remedies as allowed for in this Agreement and at law, in Lessor sole discretion. The Lessor's waiver of any liquidated damage provided for in this Section shall not be construed as a waiver of the violation or Lessee's obligation to remedy the violation.

B. Multiple Violations: Except for violations of requirements regarding health and safety and delivery and vendor access infraction, Liquidated Damages for which shall accrue immediately and without notice upon violation, all other Liquidated Damages shall be assessed as follows:

1. For the first and second violation of a requirement during any twelve (12) month rolling year, the Authority will provide notice to Lessee to correct the violation within the time specified in the notice.
2. For the third and subsequent violations of the same requirement during any twelve (12) month rolling year commencing upon the first notice of violation, the Liquidated Damages shall be immediately assessed with no grace period.
3. Further, after two (2) violations of the same requirement within any twelve (12) month rolling year, Lessor reserves the right, in its sole discretion, to deem the repeated violations a breach of Contract and to seek any other remedies available to it under this Contract including, but not limited to, termination.

Violation	Fee
Security Infractions	\$500 per Day/per Location
Health Code Violations	\$500 per Day/per Location
Violation of Permitted Use of a Location	\$100 per Day/per Location
Operational Deficiencies	\$100 per Day/per Location
Pricing Policy Infraction	\$100 per Day/per Location
Failure to Maintain Required Hours of Operation	\$100 per hour/per Location
Failure to Submit Required Documents and Reports	\$100 per Day/per Report
Unauthorized Advertising/Product Sale	\$100 per Day/per Location per item
Failure to Maintain the Location clean	\$100 per Day/per Location
Installation of Unapproved Items in Location	\$100 per Day/per Location per item.
Violations of other terms and conditions	\$100 per Day/per Location
Failure to Submit Certified Audit Report	\$50 per Day/per Report

The foregoing is due and payable from 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, at its cost and expense, remove or cause to be removed from the Premise and properly disposed of in Lessor provided containers, all trash and refuse of any nature whatsoever which might accumulate and arise from the operations hereunder. If the Lessee enters into agreements for the janitorial and trash removal within the Premise, such service providers must have permits issued by the Lessor to do business at the Airport. Trash shall not be stored in any area visible to the public nor cause a private or public hazard through its means of storage. All edible items must be contained so as to minimize exposure to pests. Any trash left or stored in any area visible to the public or edible items not properly contained may result in Damages being assessed pursuant to Sub-Article.

The Lessor reserves the right to charge the Lessee retroactively non-discriminatory proportionate share for waste disposal a proportionate share in a non-discriminatory manner either indirectly through rental rates or directly by a Lessor generated bill for actual usage. Such charges shall not exceed the Lessor's actual costs.

- 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 Sub-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 Lessor pursuant to Sub-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 Sub-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 Lessor, the space shall be returned to its original condition, normal wear and tear excepted, upon relocation or termination of this Agreement. All repairs shall be in accordance with the applicable Tenant Airport Construction (TAC) requirements (Exhibit Y), as may be amended from time to time, of the Lessor's TAC Program in effect, and Sub-Article 6 (Regulations, Licenses and Permits).

- 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 Lessor and whose cost is reimbursed to Lessee by the Lessor.
- 4.05 Inspections: The Lessor and/or its designated representatives shall have the right, during normal working hours, and upon reasonable notice to Lessee, to inspect the Premises to identify those items of maintenance, repair, replacement, modification and refurbishment required of the Lessee or the County, pursuant to Article 5 (Maintenance by County), to keep the Premises in good order and condition. The Lessee shall perform all corrective work required of it, identified in such inspection(s) within thirty (30) days of receipt of written notice from the Lessor. However, if correction cannot reasonably be completed within such thirty (30)-day period, the Lessor 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 thirty (30)-day period and diligently pursue the corrections to completion. Trash and debris problems shall be corrected immediately following receipt of either oral or written notice from the Lessor.
- 4.06 Failure to Maintain: If it is determined by the Lessor that the Lessee has failed to properly clean, remove trash and refuse, maintain, repair, replace and refurbish the Premises as required by this Sub-Article 4 (Maintenance and Repair by Lessee), the Lessor shall provide to the Lessee a list of deficiencies, reflecting the amount of time to be reasonably allowed for the Lessee to correct same. If the Lessee fails to correct such deficiencies within the time allowed and has not registered an objection as to its obligation to do so, the Lessor, following ten (10) days further notice to the Lessee, may enter upon the Premises and perform all work, which, in the judgment of the Lessor, may be necessary and the County shall add the cost of such work, plus twenty five percent (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 Lessor, the Lessee shall not undertake performance of such repairs or cleanup without specific prior written authorization from the Lessor.
- 4.07 Lessee Maintenance Subject to Certain Conditions: The maintenance, repair and cleanliness responsibilities of the Lessee pursuant to this Sub-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 Sub-Article 4, the County shall have no claim for damages or right to terminate this Agreement pursuant to Sub-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 Lessor 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.

- 4.08 Amortization Schedule: The Lessee shall amortize its capital investment for a period not to exceed sixty (60) months using the straight-line depreciation method. If, at any time during the Term of the Agreement, excluding any extension, the Lessor requires the deletion and/or modification of any Premise, the Lessor may designate new Premise(s) at its sole discretion and reimburse the Lessee the unamortized balance of approved improvements for that Premise.

Investment subject to such reimbursement shall include the following items only:

1. Directly contracted costs of construction.
2. Premises display more than Three Thousand Dollars and Zero Cents (\$3,000.00) per display, furniture, fixture, equipment and signage purchased and installed for direct use in the facility, if applicable.
3. Design and engineering costs do not exceed fifteen percent (15%) of the total approved construction, installation, store displays, furniture, fixture, equipment, and signage cost.

There will be no other reimbursement.

A certified audit of monies for the above expenditures performed at the expense of the Lessee will be required to confirm the minimum investment within one hundred twenty (120) Days of

Beneficial Occupancy for each Premise(s).

Lessee not submitting a certified audit within the allotted time may be billed a Damage of Fifty Dollars (\$50.00) per Day. Upon reconciliation, any difference due the Lessor shall also include an administrative fee of twenty-five percent (25%) of the monies due the Lessor on the build-out of the Premise(s).

Prior to the commencement of any installation/ construction or other work by the Lessee, the Lessee shall provide or cause to be provided to the Lessor copies of a fixed price contract or contracts for all work to be performed at the Premise(s). The work to be performed under such contract(s) shall be insured by a Performance and Payment Bond provided by Lessee to the Lessor in the form contained in Exhibit C "Performance and Payment Bond" in the Agreement. The Performance and Payment Bond shall be in full force throughout the term of the installation/construction contract.

ARTICLE 5
MAINTENANCE BY COUNTY

- 5.01 County Maintenance: The County shall clean, maintain and operate in good condition the Terminal Building, including, but not limited to, structural and system repairs, maintenance of electrical and mechanical systems, maintenance of walls and ceilings outside the leased Premises, and repair and maintenance of the roof. The County shall keep the public areas in the Terminal Building furnished and will provide therein adequate light, cold water and air conditioning. If any of the Terminal facilities are damaged or destroyed by the operations of the Lessee, the Lessor shall make the necessary repairs or replacements and shall bill the Lessee the cost thereof, plus twenty five percent (25%) for administrative costs, in the manner specified in Sub-Article 4.06 (Failure to Maintain) hereof.
- 5.02 County Maintenance Subject to Certain Conditions: Such maintenance by the County may be subject to interruption caused by repairs, strikes, lockouts, labor controversies, inability to obtain fuel, power or parts, accidents, breakdowns, catastrophes, national or local emergencies, acts of God, and other conditions beyond the control of the County. Upon any such happening, the Lessee shall have no claim for damages for the County's failure to furnish or to furnish in a timely manner any such maintenance; provided, however, that, if the Premises are so damaged as to significantly impact the Lessee's operations for a period in excess of seventy-two (72) hours, the Lessor 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 Sub-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 Lessor, Chapter 25, Code of Metropolitan Miami-Dade County, Florida, as the same may be amended from time to time, Operational Directives issued thereunder, Lessor's policies and procedures established and notified by Lessor from time to time, 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, local labor and wage requirements, regulations and permits; provided, however, that Lessee shall be entitled to challenge the validity or application of any such law, statute, ordinance, regulation, rule or requirement enacted after the effective date of this Agreement in good faith in a court of competent jurisdiction under Sub-Article 18 (Civil Actions) hereof, subject to the Venue requirements of Sub-Article 18.01 hereof.

- 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 Sub-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 Sub-Article 6.02 and Sub-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 Lessor, the Lessee shall provide to the Lessor copies of all permits and licenses required by law, and applications and approvals therefore, which the Lessor may request.
- 6.04 Compliance with Responsible Wages and Benefits for County Construction Contracts (Implementing Order #3-24): The Lessee is aware of the policy of Miami-Dade County that in all leases of County-owned land which provide for privately funded construction improvements thereon whose construction costs are greater than or equal to \$5 million dollars, or construction improvements where any portion of which are financed by any federal, state or local governmental entity or by bonds issued by such entities, including the Industrial Development Authority (IDA), the Lessee shall include the requirements of the Responsible Wages Ordinance codified as Section 2-11.16 of the Miami-Dade County Code, as well as Implementing Order #3-24 in all applicable construction contracts. Lessee agrees to comply with all applicable provisions of such ordinance and implementing order.
- 6.05 Other Programs: To the extent required by the current terms of the County's Community Business Enterprise (CBE) Program applicable to architects and engineers under Section

2-10.4.01 of Miami-Dade County's Code, the Community Small Business Enterprise (CSBE) Program for construction activities under Section 10-33.02, the Living Wage Ordinance under Section 2-8.9, the Art in Public Places (APP) Program under Section 2-11.15, the ordinance referred to as the "Little Davis-Bacon Ordinance" under Section 2-11.16, and any other program of the County made applicable to the Lessee's activities hereunder, as such programs, ordinances, or code provisions may be amended from time to time, Lessee agrees to comply with such applicable provisions as well as any Implementing Orders and other directives issued by the County relating to such Programs.

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

- <https://library.municode.com/fl/miami-dadecounty/codes/codeofordinances>
- <http://www.miamidade.gov/ao/home.asp?Process=alphalist>
- <http://intra.miamidade.gov/managementandbudget/library/procedures/358.pdf>

ARTICLE 7

ALTERATION OF PREMISES AND ERECTION OF SIGNS

- 7.01 Alterations: Other than any Improvements contemplated herein, the Lessee shall not alter the Premises in any manner whatsoever without the prior written approval of the Lessor. In the event the Lessee is given approval to make any 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 Lessor'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. Except otherwise agreed by the Parties hereto, the Lessee shall be responsible for the removal of installed wiring and/or piping, equipment, and/or furnishings, and/or other personal property at the expiration or termination of this Agreement and as may be required by the Lessor.

- 7.02 Signage: The Lessee shall not erect, maintain, or display any identifying signs or any advertising matter, of any type or kind which is visible to the public, without prior written approval of the Lessor. In the event the Lessor changes the graphics system for the identification of lessees at the Airport, the Lessor 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) **Intentionally Omitted**

- (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) **Intentionally Omitted**

(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 Intentionally Omitted

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

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

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

(C) Except as to County's obligations set forth in this Article or elsewhere in this Agreement, Lessee expressly assumes the risk that Hazardous Materials that are or may be present on the Premises at the commencement of this Agreement may affect the suitability or usability of the Premises for Lessee's proposed or intended use and County shall not be liable for any impairment of suitability and usability, including but not limited to business interruption and relocation cost, relating to said Hazardous Materials.

8.04 Intentionally Omitted

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

unacceptable.

8.06 Intentionally Omitted

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

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

8.09 Entry by County: Notwithstanding any other right of entry granted to County under this Agreement, County shall have the right to enter the Premises or to have consultants enter the Premises throughout the Term of this Agreement for the purposes of: (1) determining whether the Premises are in conformity with Environmental Law; (2) determining whether Lessee has complied with the environmental requirements of this Agreement; (3) determining the corrective measures, if any, required of Lessee to ensure the safe use, storage, and disposal of Hazardous Materials; or (4) removing Hazardous Materials (except to the extent used, stored, or disposed of by Lessee in compliance with Environmental Law and the terms of this Agreement). Lessee agrees to provide reasonable access and reasonable assistance for such inspections. Inspections shall be conducted in a manner so as to reasonably minimize interruptions of business operations on the Premises. County shall provide Lessee reasonable notice of its intention to enter the Premises 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 applicable 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 Lessor of Environmental Protection, Miami-Dade County Lessor 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 Intentionally Omitted

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 Intentionally Omitted

- 8.17 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.

- 8.18 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.

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

8.20 Environmental Recycling: The Lessor is actively engaging in the development of environmental programs. A recycling program is planned at the Airport to include the participation of all Airport Concessionaires and VIP Clubs. Participation in this program, once established, will be mandatory. The Concessionaire shall agree to bear any reasonable and actual costs associated with the implementation and continued operation of this recycling program or propose for approval by the Lessor and alternative environmental recycling plan which such approval shall not be unreasonable withheld.

Proper disposal of contaminated and/or regulated materials generated by the Concessionaire. Disposal must be through the use of a licensed vendor regulated by the State of Florida and/or any other Federal or local regulatory agency.

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 Sub-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 Lessor, 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 Lessor, 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. For the avoidance of doubt, nothing in this Article 10 or

elsewhere in the Agreement shall be construed as prohibiting Lessee from utilizing the services of a contractor on the Premises, acceptable to the Lessor, in furtherance of Lessee's operation of the VIP Lounge, provided that the contractor is not an assignee or subtenant of Lessee during the performance of its activities and provided that the contractor otherwise satisfies all requirements of permittees seeking to operate at the Airport generally.

ARTICLE 11 **Insurance**

11.01 **Insurance Required:** Within thirty (30) Days of the Lease Effective Date of this Agreement, the Lessee shall obtain all insurance required under this Article and submit it to the Lessor, c/o Risk Management, P.O. Box 025504, Miami, Florida 33102-5504 for approval. All insurance shall be maintained throughout the Term and any Extensions of this Agreement.

The limits for each type of insurance may be revised upon review and approval of Lessee's operations. Additional types of insurance coverage or increased limits may be required if, upon review of the operations, the Lessor determines that such coverage is necessary or desirable.

Certificate(s) of insurance from the Lessee must show coverage has been obtained that meets the requirements as outlined below during the construction and operation phase of this Agreement:

- A. Workers' Compensation for all employees as required by Chapter 440, Florida Statutes.
- B. Commercial General Liability Insurance in an amount not less than \$1,000,000.00 per occurrence, \$2,000,000 aggregate **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

The Commercial General Liability Insurance coverage shall include those classifications, as listed in Standard Liability Insurance Manuals, which are applicable to the operations of the Lessee in the performances of this Agreement.

- C. Automobile Liability Insurance which shall apply to all owned, non-owned, leased and hired automobiles used in connection with the work, in the amount of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage for each accident, and \$5,000,000 if operating vehicles on the Airfield Operations Area (AOA), combined single limit for bodily injury and property damage liability.
- D. Liquor Liability Coverage shall be maintained for any facility serving alcoholic beverage in the airport in the amount not less than \$ 1,000,000. per occurrence.

Under no circumstances is the Lessee allowed on the AOA without increasing automobile coverage to \$5,000,000 as approved by the Risk Management Office.

11.02 **Certificate of Continuity:** The Lessee shall be responsible for assuring that the insurance certificates required in conjunction with **Article 11 "Insurance"** remain in force for the duration of this Agreement, including the Extension, if applicable. If insurance certificates are scheduled to expire during the lease period, the Lessee shall be responsible for submitting new or renewed insurance certificates for its operations to the Lessor's Risk

Management Unit at a minimum of thirty (30) Days before such expiration.

Certificates will show that no modification or change in insurance shall be made without thirty (30) Days written advance notice to the certificate holder.

- 11.03 Insurance Company Rating Requirements: All insurance policies required above from the Lessee shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to financial strength, and no less than "Class VII" as to financial size, according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company, or its equivalent, subject to the approval of the Lessor's Risk Management Office.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

NOTE: CERTIFICATE HOLDER MUST READ:

**MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128**

- 11.04 Lessee Liable: Compliance with the requirements as to carrying insurance in **Article 11 "Insurance"** shall not relieve the Lessee from liability under any other provision of this Agreement.
- 11.05 Cancellation of Insurance or Bonds: Cancellation of any insurance or bonds, or non-payment by the construction contractors of any premiums for any insurance policies or bonds required by this Agreement shall constitute a breach of this Agreement.
- 11.06 Right to Examine: The Lessor reserves the right, upon reasonable notice to examine the original policies of insurance of the Lessee (including but not limited to binders, amendments, exclusions, endorsements, riders, and applications) to determine the true extent of coverage. The Lessee agrees to permit or cause to permit such inspection at the offices of the Lessee. In addition, upon request (but no later than five (5) Days from the date of request, unless such longer period is agreed to by the Lessor) the Lessee agree to provide copies to the Lessor, at the Lessee's sole cost and expense.
- 11.07 Personal Property: Any personal property of the Lessee or of others, placed in the Premise and support spaces 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 thereto, irrespective of the cause of such loss or damage.
- 11.08 Survival of Provisions: The provisions of **Article 11 "Insurance"** shall survive the expiration or earlier termination of this Agreement.

11.09 Indemnification, Construction Bonds and Insurance Required:

A. Indemnification Bonds and Insurance Required from Construction Contractor:

The following language, including the indemnification clause, shall be included in all construction contracts between the Lessee and its general contractor(s) and Subcontractors:

Indemnification: The Lessee shall defend, indemnify, and save harmless the County, the Consulting Engineers, the Architect/Engineer, the Field Representative, the Lessee of the Premise(s), and their officers (elected or otherwise), employees, and agents (collectively "Indemnitees"), from any and all claims, demands, liability, losses, expenses and causes of actions, arising from personal injury (including death), property damage (including loss of use thereof), economic loss, or any other loss or damage, due in any manner to the negligence, act, or failure to act of the Lessee or its contractors, Subcontractors, materialmen or agents of any tier or their respective, employees arising out of or relating to the performance of the Service covered by the Contract Documents except as expressly limited herein. The Lessee shall pay all claims and losses of any nature whatsoever in connection therewith and shall defend all suits in the name of the County, when applicable, including appellate proceedings, and shall pay all costs and judgments which may issue thereon, provided however, that the Lessee's obligation to indemnify or hold harmless the Indemnitees for damages to persons or property caused in whole or in part by any act, omission, or default of any Indemnatee arising from the contract or its performance shall be limited to the greater of \$1 million or the Contract Amount. Further, this indemnification requirement shall not be construed so as to require the Lessee to indemnify any of the above-listed Indemnities to the extent of such indemnities' own gross negligence, or willful, wanton, or intentional misconduct of the Indemnatee or its officers, directors, agents, or employees, or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused in whole or in part by or result from the acts or omissions of the indemnitor or any of the indemnitor's contractors, Subcontractors, , materialmen, or agents of any tier or their respective employees. This indemnification provision is in addition to and cumulative with any other right of indemnification or contribution which any Indemnatee may have in law, equity, or otherwise.

- B. Surety Performance and Payment Bonds:** Pursuant to and in accordance with Section 255.05, Florida Statutes, the Lessee or each contractor performing any part of the Service for the Lessee shall obtain and thereafter at all times during the performance of the Service maintain a combined performance bond and labor and material payment bond for the work (referred to herein as the "Bond") in an amount equal to one hundred percent (100%) of the cost of the improvements, as it may be amended from time to time, and in the form attached hereto as Exhibit C "Surety Performance and Payment Bond". Prior to performing any portion of the Service, the Lessee shall deliver to County the Bonds required to be provided by Lessee or each contractor as set forth in this Agreement.

All bonds shall be written through surety insurers authorized to do business in the State of Florida as Surety, with the following qualifications as to financial strength and size according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company:

<u>Bond (Total Contract) Amount</u>	<u>Best's Rating</u>
\$ 500,001 to \$1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,000 to 10,000,000	A VIII
Over \$10,000,000	A IX

For contracts of \$500,000 or less, the bond provisions of Section 287.0935, Florida Statutes (1985) shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

- a) Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Request for Proposals is issued.
- b) Certifying that the surety is otherwise in compliance with the Florida Insurance Code, and
- c) Providing a copy of the currently valid Certificate of Authority issued by the United States Department of Treasury under Section 31 U.S.C. 9304-9308.
- d) Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.
- e) For contracts in excess of \$500,000 the provision of this Sub-Article must be adhered to, plus the surety insurer must have been listed on the United States Treasury list for at least three (3) consecutive years, or currently hold a valid Certificate of Authority of at least 1.5 million dollars and listed on the Treasury list.
- f) Surety bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.
- g) The attorney-in-fact or other officer who signs an Exhibit C, "Surety Performance and Payment Bond" for a surety company must file with such bond a certified copy of his/her power of attorney authorizing him/her to do so.

The required Bond shall be written by or through and shall be countersigned by, a licensed Florida agent of the surety insurer, pursuant to Section 624.425 of the Florida Statutes.

The Bond shall be delivered to the Lessor upon execution of the contract between the Lessee and its contractor.

- C. **Insurance Required of Construction Contractor(s)**: The limits for each type of insurance may be revised upon review and approval of the construction plans. Additional types of insurance coverage may be required if, upon review of the construction plans, the Lessor reasonably determines that such coverage is necessary or desirable.

The Lessee shall cause its contractor(s) to provide certificates of insurance and copies of original policies, if requested, which shall clearly indicate that the construction contractor has obtained insurance in the type, amount and

classifications as required for strict compliance with this Sub-Article. Evidence of such coverage must be submitted prior to any construction:

- (a) Workers' Compensation as required by Chapter 440, Florida Statutes.
- (b) Commercial General Liability Insurance on a comprehensive basis including Contractual Liability, Broad Form Property Damage and Products and Completed Operations in an amount not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage combined. The County and the Concessionaire must be shown as an additional insured with respect to this coverage.
- (c) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Agreement in an amount not less than \$300,000* per occurrence for Bodily Injury and Property Damage combined.

*Under no circumstances is the contractor allowed on the Airside Operation Area (AOA) without increasing automobile coverage to \$5,000,000 as approved by the Lessor's Risk Management Office.

- D. **Certificate Continuity:** The contractor(s) shall be responsible for assuring that the insurance certificates required in conjunction with this Sub-Article remain in force throughout the performance of the contract and until the Service has been accepted by the Lessee and approved by the Lessee and the Lessor. If insurance certificates are scheduled to expire during the contract period, the contractor(s) shall be responsible for submitting new or renewed insurance certificates to the Lessee at a minimum of thirty (30) Days before such expiration.
- E. **Insurance Company Rating Requirements:** All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to financial strength, and no less than "Class VII" as to financial size, according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company, or its equivalent, subject to the approval of the MDAD Risk Management Office.
- F. **Right to Examine:** The Lessor reserves the right, upon reasonable notice, to examine the original policies of insurance (including but not limited to binders, amendments, exclusions, endorsements, riders, and applications) to determine the true extent of coverage. The contractor shall be required by the Lessee to agree to permit such inspection at the offices of the Lessor. In addition, upon request (but no later than five (5) Days from the date of request, unless such longer period is agreed to by the Lessor) the Lessee agrees to provide copies to the Lessor, at the Lessee's sole cost and expense.
- G. **Personal Property:** Any personal property of the contractor, or of others, placed in the Premise(s) shall be at the sole risk of the contractor or the owners thereof, and the Lessor shall not be liable for any loss or damage thereto, irrespective of the cause of such loss or damage.

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 Lessor 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 any of the entities 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 thirty (30) calendar days' written notice to the Lessee, to terminate this Agreement upon the occurrence of any one or more of the following, unless the same shall have been corrected within such period, or if correction cannot reasonably be completed within such thirty (30) day period, in the sole discretion of the Lessor, the Lessee has provided evidence that it has commenced substantial corrective steps within such thirty (30) day period and diligently pursues same to completion.

(A) Failure of the Lessee to comply with any covenants of this Agreement, other than 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 Lessor.

(C) Failure of the Lessee to comply with any Environmental Law or Environmental Requirement as those terms are defined in Sub-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 Sub-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 forth five (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 the 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 Sub-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 Sub-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 Lessor all keys to the Premises upon surrender. On or before the termination date of this Agreement, except in the instance of termination pursuant to Sub-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 Lessor for storage at the cost of the Lessee. Failure on the part of the Lessee to reclaim its personal property within thirty (30) days from the date of termination shall constitute a gratuitous transfer of title thereof to the County for whatever disposition is deemed to be in the best interest of the County.
- 13.06 Termination for Convenience: The Lessor, in addition to the rights and options to terminate for cause, or any other provisions set forth in this Agreement, retains the right to terminate this Agreement upon ninety (90) days written notice at its sole option at any time for convenience, without cause, when in its sole discretion it deems such termination is in the best interest of the Lessor based on the then existing passenger, airline, or community needs, or impacts on same from such existing VIP Lounge. In such circumstance, the County will solely be responsible for paying the amortized costs of any improvements constructed by Lessee, but the County shall not be responsible for any other costs or damages, including but not limited to lost profits, loss of opportunity, borrowing costs, carrying costs, damage to reputation, loss of goodwill, or loss of income.

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.

13.07 Lien Upon Personal Property: In the event of termination for default or upon termination of this Agreement by its term the County shall have a lien upon all personal property of the Lessee 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.

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

13.09 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 ninety (90) consecutive days, provided that nothing contained herein shall be deemed to constitute a waiver by the Lessee of any right it may have against the United States to just compensation in the event of any such assumption.

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

(D) Termination for convenience: Any party shall have the right to terminate this Agreement upon prior ninety (90) days written notice to the other parties.

13.10 Suspension in Emergency Situations:

Pursuant to Implementing Order 8-4, Lessor shall have the right to suspend this

Agreement in the event that an emergency situation arises wherein the Premises are needed by the County for an emergency public purpose for as long as the Premises are needed to meet the public emergency.

ARTICLE 14
Special Conditions

- 14.01 Quality of Services: The Lessee shall furnish the services required and authorized, pursuant to Article 2 (Use of the 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 Non-Discriminatory 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 Sub-Articles 14.01 (Quality of Services) and Sub-Articles 14.02 (Nondiscriminatory Prices) above, agrees that the Lessor 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 Lessor determine that the Lessee is not in compliance with the provisions of Sub-Articles 14.01 (Quality of Services) and 14.02 (Nondiscriminatory Prices) above, the first such occurrence shall be considered a curable default, pursuant to Sub-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
Required FAA Clauses

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

15.01 – NON-AIP CONTRACTS (LEASE AGREEMENTS & CONCESSIONS & AUA)
GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race,

VIP Lounge Lease X13051 between Miami-Dade County and Société Air France, S.A. at Miami International

color, national origin (including limited English proficiency), creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

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

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

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

15.02 – Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- To ensure compliance with Title VI, you must take reasonable steps to ensure that Limited English Proficiency (LEP) persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

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

15.03 – Compliance with Nondiscrimination Requirements:

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

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any

subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

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

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

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, (***Title of Sponsor***) will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the (***Title of Sponsor***) will have the right to enter or re-enter the lands and facilities thereon, and the above-described lands and facilities will there upon revert to and vest in and become the absolute property of the (***Title of Sponsor***) and its assigns.*

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

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

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

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

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, (***Title of Sponsor***) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, (***Title of Sponsor***) will there upon revert to and vest in and become the absolute property of (***Title of Sponsor***) and its assigns.*

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

15.06 – SOLICITATION REQUIRED LANGUAGE

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

Title VI Solicitation Notice:

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

ARTICLE 16
Security and Special Provisions

- 16.01 Security: The Lessee acknowledges and accepts full responsibility for (i) the security and protection of the Premises, any improvements thereon, its equipment and property on the Airport and (ii) all breaches of federal and Lessor security requirements by Lessee's employees or those persons for whom Lessee has responsibility under Sub-Article 16.02, and (iii) control of access to the AOA or any Security Identification Display Area ("SIDA") through the Premises by persons and vehicles. The Lessee fully understands and acknowledges that any security measures deemed necessary by the Lessee for the protection of said Premises, equipment and property shall be the sole responsibility of the Lessee and shall involve no cost to the County. Lessee is responsible for compliance by its employees and all others for whom it is responsible with applicable security requirements relating to access, through Lessee's Premises, to the AOA/SIDA. All such security measures by the Lessee shall be in accordance with 49 CFR Part 1542 and the Airport Security Plan.
- 16.02 Security Identification Display Areas Access - Identification Badges: 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 SIDA's, (ii) immediately reporting to MDAD all lost or stolen ID badges of Lessee's employees and/or visitors' badges provided by Lessee, and (iii) immediately returning the ID badges of any of Lessee's employees that are transferred from the Airport or terminated from the employ of the Lessee or upon termination of this Agreement. Each employee must complete the SIDA training program conducted by the Lessor, before an ID badge is issued. The Lessee shall pay, or cause to be paid, to the Lessor any fines or penalties imposed on Lessor for a violation of the security requirements set forth herein, as well as such nondiscriminatory charges, as may be established from time to time, for lost or stolen ID badges and those not returned to the Lessor in accordance with this Article. The Lessor shall have the right to require the Lessee to conduct background investigations and to furnish certain data on such employees before the issuance of ID badges, which data may include the fingerprinting of employee applicants for the badges.
- 16.03 AOA - Driver Training: 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 Lessor. The privilege of a person to operate a motor vehicle on the AOA may be withdrawn by the Lessor 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 Lessor, on behalf of the County, has the right to require users of the Airport

(Lessee, Permittees, Licensees, etc.) to establish reasonable programs to further the achievement of the objectives described herein. Accordingly, the Lessee shall establish programs (1) for pre-employment alcohol and drug screening for all candidates for employment at the Airport who will as a part of their duties (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 Lessor, has the right and obligation to deny access to the AOA and to withdraw AOA driving privileges from any person who it has a reasonable suspicion to believe is under the influence of alcohol or drugs.

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

Further, this Agreement shall be terminated upon not less than fifteen (15) calendar days written notice to the Lessee and without liability to the County, if the Lessor 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 Ordinance.
- B) That the Lessee has violated its original or renewal certification by failing to carry out any of the specific requirements of the Ordinance, other than the annual re-certification; or
- C) That such a number of employees of the Lessee have been convicted of violations occurring in its workplace(s) as to indicate that the Lessee has failed to make a good faith effort to provide a drug-free workplace as required by the Ordinance.

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

- 16.07 Vehicle Permit and Company Identification: Motor vehicles and equipment of the Lessee operating on the AOA must have an official motor vehicle identification permit issued pursuant to 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 Lessor has the right to prohibit an individual, agent or employee of the Lessee from entering the AOA based upon facts which would lead a person of reasonable prudence to believe that such individual might be inclined to engage in theft, cargo tampering, aircraft sabotage or other unlawful activities, including repeated failure to comply with MDAD's or the TSA/Federal agencies' SIDA/access control policies, rules and regulations. Any person denied access to the AOA or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a hearing before the Director of the Lessor or his authorized designee within a reasonable time. Prior to such hearing, the person denied access to the AOA shall be advised, in writing, of the reasons for such denial.

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

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

16.11 Compliance by Lessee's Contractors; Lessee's Responsibility for Security Failures. Lessee agrees that it will include in all contracts and subcontracts with its 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 Federal government upon Lessee's contractors, subcontractors, service providers, suppliers and their individual employees for a violation of applicable security provisions, Lessee shall be responsible to the County for all such violations and shall indemnify and hold County harmless for all costs, fines and penalties arising therefrom, such costs to include reasonable attorneys' fees.

16.12 Right of Flight: There is hereby reserved to the County, its successors and assigns, for the use and benefit of the County and the public, a right of flight for the passage of aircraft in the air space above the surface of the premises herein leased, 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 Employee Use of Public Facilities: The Lessee acknowledges and agrees that the County has provided certain facilities, such as Terminal seating areas, hold rooms, restrooms 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; and those patronizing the commercial and retail establishments in the Terminal.
- 17.03 Lessee's Responsibility for Employee Violations: In the event the Lessee is in default of the covenants in Sub-Articles 17.01 (Control of Employees) and 17.02 (Employee 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 Lessor shall have the right to require the Lessee to conduct an investigation into any claimed violation of the covenants; if such investigation substantiates a violation, Lessee agrees to administer appropriate discipline up to and including discharge of the offending employee. Lessee acknowledges that notwithstanding any such disciplinary action taken by Lessee, County shall have the right to revoke or suspend the ID badge of any such employee in the manner set forth in Sub-Article 16.02.

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 Sub-Article 18.03, County shall effect any initial service of process upon Lessee through such Registered Office/Agent in compliance with applicable rules of civil procedure pertaining to the court in which the action is brought and Lessee shall effect any initial service of process upon County in the manner provided by state or federal law applicable to the court in which the action is brought. If Lessee has failed to comply with such obligation, then the County and the Lessee agree to waive the foregoing procedure for initial service of process and agree to submit themselves to the jurisdiction of the court in which the action has been filed whenever service has been made in the following manner:

- (A). Upon the County: by Certified Mail, Return Receipt Requested, sent to (a) the party indicated in Sub-Article 20.07 (Notices) on behalf of the County and (b) with a copy to the County Attorney, Aviation Division, P.O. Box 592075, Miami, Florida 33159.
- (B) Upon the Lessee: by personal service or by Certified Mail, Return Receipt Requested, upon the party indicated in Sub-Article 20.07 (Notices) on behalf of the 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 two hundred and fifty dollars (\$250.00) to plaintiff in such action, prior to answering the complaint.

- 18.03 Registered Office/Agent; Jurisdiction: Notwithstanding the provisions of Sub-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 Lessor to the Lessee.

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

ARTICLE 20 **Other Provisions**

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

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

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

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

County or any policies of insurance written on behalf of the Lessee under this Agreement.

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

20.06 Subordination to Federal Requirements:

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

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

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

As to the Lessee:

SVP North America
Société Air France, S.A.
1450 Broadway, 24th Floor
New York, NY 10018

With a copy to: Gregory Kozlowski
United States Counsel
Société Air France, S.A.
1450 Broadway, 24th Floor
New York, NY 10018

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

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

20.12 Right to Regulate: Nothing in this Agreement shall be construed to waive or limit the governmental authority of the County, as a political subdivision of the State of Florida, to regulate the Lessee or its operations. Notwithstanding any provision of this Agreement, nothing herein shall bind or obligate the County, the Zoning appeals Board, the Building and Zoning Department, 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 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.
- 20.17 Force Majeure: The terms and conditions of this Agreement (with the exception of the obligation of the Lessee to pay the amounts required by the terms of this Agreement) shall be subject to force majeure. Neither the County nor the Lessee shall be considered in default in the performance of its obligations hereunder, if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, strike, lock-out, epidemic, fire, wind, flood or because of any law, order, proclamation, regulation or ordinance of any government or of any subdivision thereof or because of any Act of God or any other cause whether of similar or dissimilar nature beyond the reasonable control of the party affected, provided that notice of such force majeure is given by the affected party to the other within ten(10) days of the beginning of said force majeure. Should one or both of the parties be prevented from fulfilling its contractual obligations by a state of force majeure lasting continuously for a period of six (6) months, the parties shall consult with each other regarding the future implementation of this Agreement. Notwithstanding the foregoing, the prevention or delay of performance caused by the coronavirus disease 2019 (COVID-19) shall in no way be deemed by Lessee as a condition subject to force majeure.

20.18 Destruction of the Premises: Notwithstanding the term of this Agreement, in the event the Premises shall be destroyed or so damaged or injured by fire, windstorm, flood or other casualty during the life of this Agreement that the Premises or any portion thereof are rendered untenable, the County shall have the right, but not the obligation, to render said Premises or damaged portion thereof tenantable by repairs completed within a reasonable period of time.

- (A) In the event the County elects not to render the Premises tenantable the Lessee shall be so notified in writing by the Lessor, and this Agreement shall be deemed terminated as of the date of the casualty, with the Lessee being liable only for payment of rentals on a pro rata basis as to whatever portion(s) of the Premises which were tenantable and used by the Lessee following the casualty. In such event, the Lessor shall endeavor to find adequate replacement premises for the Lessee in existing facilities on the Airport.
- (B) In the event the Premises have been rendered untenable by a casualty and the County Elects to render the Premises entirely tenantable, the Lessee shall not be liable for the payment of rentals between the date of the casualty and the date the Premises are rendered tenantable by the County. In the event a portion of the Premises has been rendered untenable and the County elects to render such portion tenantable, the Lessee and County shall agree in writing to an appropriate reduction in rentals between the date of the casualty and the date such portion is rendered tenantable by the County.
- (C) 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 or to have rent reduced 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 Sub-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 AIRLINES 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 Day; (7) Independence Day; (8) Labor Day; (9) Columbus Day; (10) Veteran's Day; and (11) Thanksgiving Day; (12) Friday after Thanksgiving; (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.

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.

[SIGNATURE PAGES AND ANNEXES, FOLLOW]

VIP Lounge Lease X13051 between Miami-Dade County and Société Air France, S.A. at Miami International

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

Miami-Dade County, FLORIDA

By: _____
Deputy Aviation
Director

ATTEST:

Juan Fernandez-Barquin
Clerk of the Court and Comptroller

Attested by: _____
Deputy Clerk:

Date: _____

(SEAL)

Société Air France Company

By: _____

Title: SVP North America
President or Other Authorized
Representative

Print Name: Eric CARON

ATTEST:

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.

Airline or Entity Secretary

Print Name: Gregory J. Kozlowski

(Corporate or Company Seal or Stamp)



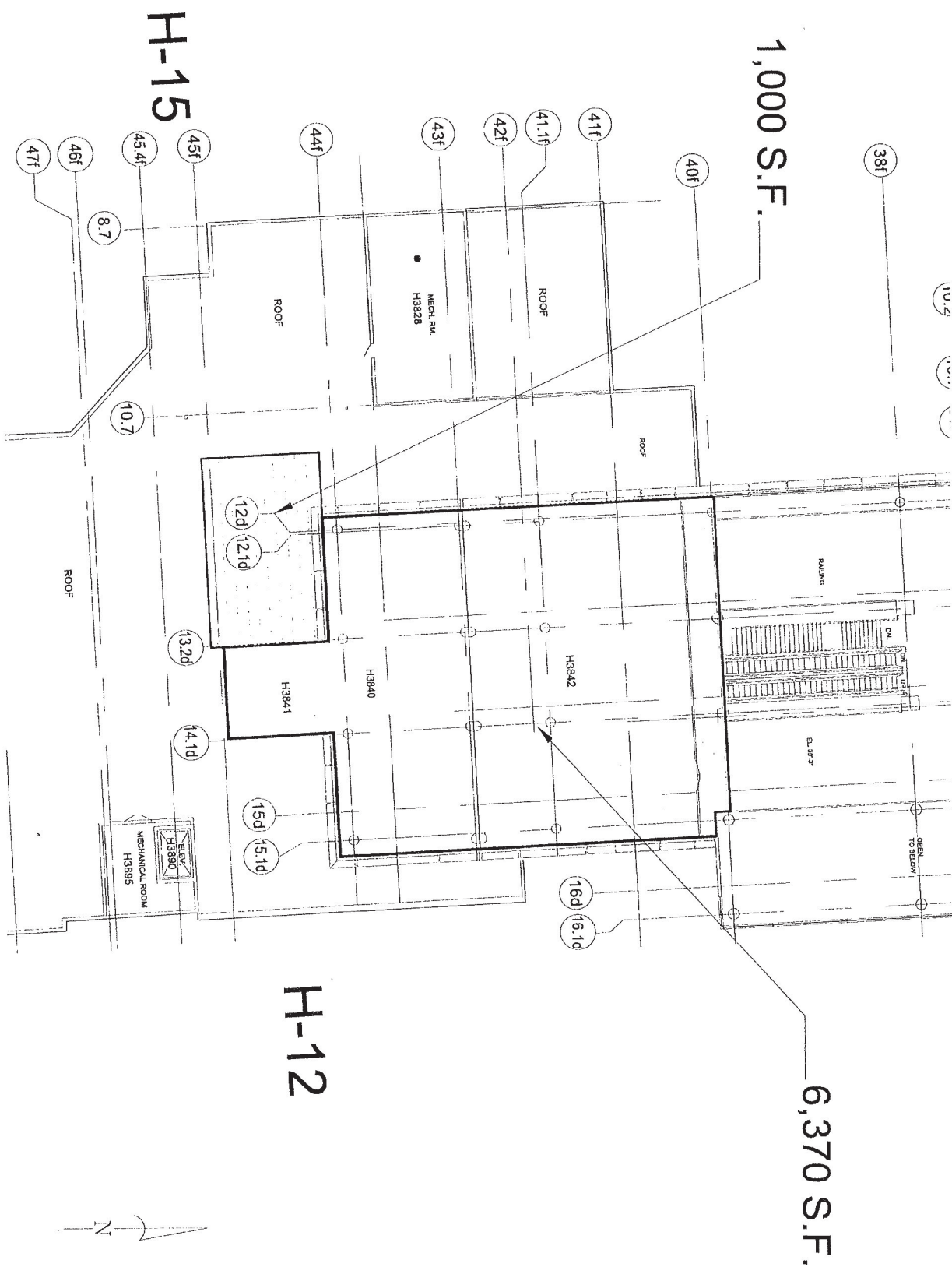
TERMINAL VIP CLUB LEASE AGREEMENT

TAB A

PREMISE

WIA
MIAMI INTERNATIONAL AIRPORT
MIAMI-DADE COUNTY

MIAMI INTERNATIONAL AIRPORT
Building 3000 - Concourse H - Third Floor



MDC066

TERMINAL VIP CLUB LEASE AGREEMENT

TAB B

PREMISE

TERMINAL VIP CLUB LEASE AGREEMENT

EXHIBIT C

PERFORMANCE BOND FOR RENT REQUIREMENTS

SURETY PERFORMANCE AND PAYMENT BOND

EXHIBIT C

SURETY PERFORMANCE AND PAYMENT BOND

By this Bond, We _____, as Principal, whose principal business address is _____, as Contractor under the Contract dated _____, 20 __, between Principal and Miami-Dade County for the construction of _____

Project No. _____ (hereinafter referred to as "Contract") the terms of which Contract are incorporated by reference in its entirety into this Bond and _____, a corporation, whose principal business address is _____ as Surety, are bound to Miami-Dade County (hereinafter referred to as "County") in the sum of [Dollars] [\$], for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs all the Work under the Contract, including but not limited to guarantees, warranties and the curing of latent defects, said Contract being made a part of this bond by reference, and in the times and in the manner prescribed in the Contract, including any and all damages for delay; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract; provided, however, that any action instituted by such claimant under this paragraph for payment must be in accordance with notice and time limitation provisions in Section 255.05(2), Florida Statutes; and
3. Pays County all losses, damages, including damages for delay, expenses, costs and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract, including but not limited to a failure to honor all guarantees and warranties or to cure latent defects in its Work or materials within five (5) years after completion of the Work under the Contract; and
4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, including all warranties and curing all latent defects within five (5) years after completion of the Work under the Contract;

then this bond is void; otherwise it remains in full force.

If no specific periods of warranty are stated in the Contract for any particular item or Work, material or equipment, the warranty shall be deemed to be a period of one (1) year from the date of final acceptance by the County. This Bond does not limit the County's ability to pursue suits directly with the Principal seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(2)(b), Florida Statutes.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

SURETY PERFORMANCE AND PAYMENT BOND (Cont'd)

IN WITNESS WHEREOF, the above bounden parties have caused this Bond to be executed by their appropriate officials as of the _____ day of _____, 20 ____.

CONTRACTOR

(Contractor Name)

BY:

(President) (Managing Partner or Joint Venturer)

(SEAL)

COUNTERSIGNED BY RESIDENT
FLORIDA AGENT OF SURETY:

SURETY:

(Copy of Agent's current
Identification Card as issued by

State of Florida Insurance Commissioner must be attached) By: _____

Attorney-in-Fact

(CORPORATE SEAL)

(Power of Attorney must be attached)

EXHIBIT C

Bond No. _____

PERFORMANCE BOND FOR RENT REQUIREMENTS

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal, and _____ licensed to do business in the State of Florida as Surety, are held and firmly bound unto Miami-Dade County (Obligee), in the penal sum of _____ as stipulated on _____, 20____ for the payment of which sum well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas by Concession Agreement awarded by the Board of County Commissioners, Obligee has granted unto said Principal the right to operate a Concession at Miami International Airport and more fully described in said Lease and Concession Agreement for a term as set forth in said Agreement, a copy of which is attached, which Agreement is made a part hereof and incorporated herein by reference.

NOW, THEREFORE, if Principal, its executors, administrators, successors and assigns shall promptly and faithfully perform the Lease and Concession Agreement, according to the terms, stipulations of conditions thereof, then this obligation shall become null and void; otherwise to remain in full force and effect.

Provided, however, this bond shall be in full force and effect for the term of the Agreement but may be renewed annually thereafter by the principal with written consent of the Surety by issuing a Continuation Certificate no later than thirty (30) days prior to the renewal date.

Provided further, however, that regardless of the number of years this bond may be in force, the aggregate liability of the Surety shall not be cumulative and is limited to the stated penal sum.

Provided further, however, that in the event the bond is not renewed, the liability of the Surety shall be limited to the actual damages sustained by the Obligee due to lack of performance of the Principal during the effective term of the bond. The Surety shall not be held liable for any contract period beyond which it consents to in writing.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals, this ____ day of _____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In The Presence Of:

Witness

Witness:

_____ (Seal)

By: _____

Surety: _____ (Seal)

By: _____

TERMINAL VIP CLUB LEASE AGREEMENT

TAB D

SECURITY DEPOSIT POLICY

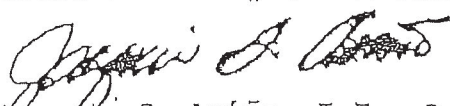
(Sub-Article 3.02)

Hon. Chairperson and Members
Board of County Commissioners

DATE: March 15, 1994

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

DM:


Joaquín 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

TERMINAL BUILDING LEASES
MIAMI INTERNATIONAL AIRPORT

POLICY RE WAIVER OF SECURITY DEPOSIT REQUIREMENTS

Effective Date: April, 1, 1994

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

New Tenants:

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

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

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

Existing Tenants:

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

Rights of the Department:

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

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

Failures to Maintain Current Required Security Deposits:

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

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.

RESOLUTION NO. R-335-94

RECEIVED
APR 1 1994
ADMINISTRATION

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

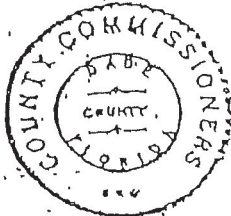
WHEREAS, this Board desires to accomplish the purposes
outlined in the accompanying memorandum, a copy of which is
incorporated herein by reference,

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

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

James Burke	aye	Miguel Diaz de la Portilla	absent
Betty T. Ferguson	aye	Maurice A. Ferre	aye
Larry Hawkins	aye	Bruce Kaplan	aye
Natacha S. Millan	aye	Dennis C. Moss	aye
Alexander Penelas	aye	Pedro Rehoredo	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

Approved by County Attorney as
to form and legal sufficiency. *TH*

By: Deputy Clerk

STATE OF FLORIDA)

COUNTY OF DADE)

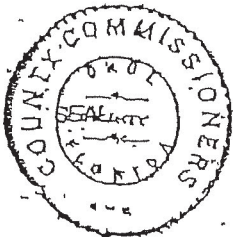
SS:

I, HARVEY RUVIN, 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 RUVIN, Clerk
Board of County Commissioners
Dade County, Florida

By C. Phillips
Deputy Clerk



Board of County Commissioners
Dade County, Florida

MDC079

TERMINAL VIP CLUB LEASE AGREEMENT

TAB E

LETTER OF CREDIT – FORM

(Article 3.02)

(PAYMENT SECURITY)

Irrevocable Standby Letter of Credit

(On bank's letterhead)

Date: _____

L.O.C. No. _____

Miami Dade Aviation Department
Attn: Accounts Receivable 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 to be signed by an official of the Miami Dade Aviation Department reading as follows:

"that (Name of User) has failed to comply with the terms of the Agreement entered into with the Miami-Dade Aviation Department", and "we are hereby presenting our draft for payment."

Partial drawings under this Letter of Credit are permitted.

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

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

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

Except so far as otherwise expressly stated, This Standby Letter of Credit is subject to and governed by the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce (Publication 600).

Issuing Bank

By: _____

Signature

(Print Name)

(Print Title)

Bond No. _____

TERMINAL VIP CLUB LEASE AGREEMENT

TAB F

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

(Sub-Article 3.12)

TERMINAL VIP CLUB LEASE AGREEMENT

MANAGEMENT LETTER SAMPLE

INDEPENDENT AUDITOR'S REPORT

Board of Directors
XYZ Corporation

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

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

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

ABC & DEF, CPAs
_____, 20____

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____

XYZ CORPORATION
SCHEDULE OF GROSS REVENUES AND PERCENTAGE FEES PAID MDAD - FOR YEAR ENDED _____, 20____

MONTH	GROSS REVENUES	PERCENTAGE FEE	MINIMUM MONTHLY GUARANTEE	% FEE DUE IN EXCESS OF MMG	% FEE PAID IN EXCESS OF MMG	BALANCE DUE
TOTALS						

TAB G

GROSS REVENUE CERTIFICATION FORM

(Sub-Article 3.13)

Company Name _____
Schedule of Gross Revenues:
For the Year Ended _____, 20____

[illegible]

Company Name

Date: _____

By: _____

Print-Name: _____

Title: _____

(Corporate Seal)

On this ____ day of _____, 20____ personally came before me _____
_____ to me known to be the individual and officer of _____
who certified the above schedule, and acknowledged the certification of the same; and being by
me duly sworn, did depose and say: that (s)he is the said officer of the corporation aforesaid, and
that the seal affixed to the above schedule is the seal of the corporation; and that said corporate
seal and his/her signature as such officer was duly affixed and subscribed to the said instrument
by the authority of the Board of Directors of said organization.

Notary Public

Seal

TERMINAL VIP CLUB LEASE AGREEMENT

TAB H

DRUG- FREE WORKPLACE ANNUAL CERTIFICATION FORM

(Sub-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

- Tenant Airport Construction-Non-Reimbursable Procedures (TAC-N):
Link

<https://www.miami-airport.com/library/pdfdoc/Resources/TAC-N%20Forms%201.25.21.pdf>

- Tenant Airport Construction Reimbursable Procedures (TAC-R):
link:

<https://www.miamiairport.com/library/pdfdoc/Resources/MDAD%20Procedure%20for%20TAC-R%20Projects%20.pdf>




MEMORANDUM

(Revised)

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

DATE: October 7, 2025

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No.

Please note any items checked.

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

RESOLUTION NO. _____

RESOLUTION APPROVING PURSUANT TO SECTION 125.35(1)(B)(1), FLORIDA STATUTES, AN AIRLINE VIP CLUB LEASE AGREEMENT BETWEEN SOCIETE AIR FRANCE, S.A., AS TENANT, AND MIAMI-DADE COUNTY, AS LANDLORD, FOR THE LEASE OF APPROXIMATELY 7,370 SQUARE FEET OF INDOOR/OUTDOOR SPACE AT MIAMI INTERNATIONAL AIRPORT TO BE USED FOR A VIP CLUB FOR 10 YEARS WITH ONE FIVE-YEAR RENEWAL OPTION, WITH ESTIMATED REVENUES TO THE COUNTY OF \$17,523,747.36 OVER INITIAL AND RENEWAL TERMS; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AND PERFORM ALL ACTS NECESSARY TO EFFECTUATE SAME AND TO EXERCISE ALL RIGHTS CONFERRED THEREIN, INCLUDING THE TERMINATION RIGHTS; AND DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO PROVIDE 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, pursuant to section 125.35(1)(b)(1), Florida Statutes, the Airline VIP Club Lease Agreement (the "Lease Agreement"), a copy of which is attached to the accompanying memorandum as Exhibit A, between Société Air France, S.A., Inc., as tenant, and Miami-Dade County, as landlord, for the lease of approximately 7,370 square feet of indoor/outdoor space at Miami International Airport to be used as a VIP Club for a term of 10 years with one five-year renewal options with estimated revenues to the County over the initial and renewal terms of \$17,523,747.36 in rent and fees.

Section 2. Authorizes the County Mayor or County Mayor's designee to execute and perform all acts necessary to effectuate the Lease Agreement, and to exercise all rights conferred therein, including the termination rights.

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

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

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

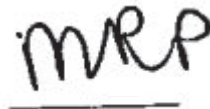
The Chairperson thereupon declared this resolution duly passed and adopted this 7th day of October, 2025. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override 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.

A handwritten signature in black ink, appearing to read 'MRP', is written over a horizontal line.

Monica Rizo Perez