

MEMORANDUM

Agenda Item No. 8(A)(1)

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

DATE: April 21, 2026

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving a Contract for Sale and Purchase between Miami-Dade County, as Buyer, and Meuchadim of Miami, LLC as Seller, for the purchase of a 95,177 square foot parcel of land improved with a 68,132 square foot warehouse (Property), in its existing "As Is, Where Is" condition located west of Miami International Airport at 1800 NW 70 Avenue, for the purchase price of \$19,175,000.00; authorizing lease back of the Property to the Seller with a term up to one year at a rate of \$15.00 per square foot including common area maintenance expenses; authorizing the County Mayor to execute the Contract for Sale and Purchase, to negotiate and execute the lease back agreement, and to exercise all provisions contained therein, and to perform all acts necessary to effectuate this transaction; authorizing the acceptance of the Property by Warranty Deed and the expenditure of up to \$60,000.00 for closing costs, and directing the County Mayor to record such deed in the public records

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



Geri Bonzon-Keenan
County Attorney

GBK/ks

MDC001

Date: April 21, 2026

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

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Resolution Authorizing the Acquisition of a Property Located West of Miami International Airport located at 1800 NW 70 Avenue, Miami, FL 33126

Executive Summary

Miami International Airport (MIA) has been one of the nation's fastest-growing airports since the COVID-19 pandemic, reinforcing its position as Miami-Dade County's largest economic engine. To keep pace with rising passenger and cargo demand, the Miami-Dade Aviation Department (MDAD) has launched the \$9B Future-Ready Modernization in Action (M.I.A.) Program. This initiative funds a wide range of projects that will upgrade MIA and the County's general aviation airports into modern, world-class facilities built for long-term growth. MDAD is also acquiring strategic land to support these improvements. The sites will be used for compatible aviation needs, from expanding air travel and cargo operations to creating staging areas that streamline construction and improve resource management, as well as for parking.

This item is recommending the County enter into a "Contract for Sale and Purchase" with Meuchadim of Miami, LLC (Seller) for the purchase of a property in its existing "As Is, Where Is" condition located west of MIA for the negotiated purchase price of \$19,175,000.00 with closing costs not to exceed \$60,000.00. The site, identified as Folio 30-3035-002-0210 (referred to hereinafter as the "Property") consists of a 95,177 square foot (SF) parcel of land improved with a 68,132 SF warehouse.

MDAD will use this Property for indoor storage and construction staging area for future expansion projects in accordance with its M.I.A. Program. Once the modernization projects are completed the Property will be utilized for developments that generate revenues from commercial tenants.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached Resolution authorizing the approval and execution of the attached Contract for Sale and Purchase between the County and the Seller for the Property. More specifically, the Resolution does the following:

- Authorizes the acquisition of the Property that consists of a warehouse approximately 68,132 SF in size on a 95,177 SF lot at 1800 NW 70 Avenue, Miami, Florida 33126; and
- Authorizes the County Mayor or County Mayor's designee to execute a willing buyer/willing seller Contract for Sale and Purchase (Contract, included as Attachment No. 1 to the Resolution) between the County and the Seller for the Property in the amount of \$19,175,000.00 with closing costs not to exceed \$60,000.00; and
- Authorizes the County Mayor or County Mayor's designee, prior to closing, to negotiate and execute a lease with the Seller for the Property for a term up to one (1) year at a rate of \$15.00 per SF (for 67,352 SF of office, storage and warehouse space) including common area maintenance expenses, with the right for both parties to exercise the termination provisions of the lease agreement at any

time for any reason whatsoever and which lease agreement shall be in substantially the form attached to the Contract.

Scope

The Property being purchased by the County is in District 6, represented by Commissioner Natalie Milian Orbis, however, the impact of this item is countywide as this Property will become a part of MIA's footprint, which is a regional asset.

Delegation of Authority

The County Mayor or County Mayor's designee is authorized to: (1) execute the attached Contract for Sale and Purchase with the Seller and to exercise all rights conferred therein; (2) accept the conveyance of the Property by Warranty Deed; (3) take all actions necessary to effectuate the acquisition of the Property; and (4) enter into negotiations (prior to closing) with the Seller to lease back the Property, with the understanding that neither party is legally required to execute such lease agreement.

Fiscal Impact/Funding Source

There is a fiscal impact on the County. Through the Aviation Department, the County shall pay the Seller \$19,175,000.00 with closing costs not to exceed \$60,000.00 to purchase the Property. The Property was appraised by two state-certified appraisers. On October 6, 2025, the property was valued at \$19,100,000.00 by Waronker & Rosen, Inc., followed by a second appraisal dated October 14, 2025, for \$19,250,000.00 by Walter Duke & Partners. Both parties negotiated a final purchase price of \$19,175,000.00, which is the average of the two appraisals.

If the County and the Seller execute a leaseback agreement before closing at a rental rate of \$15.00 per square foot for 67,352 SF of space, including: 4,986 SF of office space, 2,640 SF of mezzanine storage, 7,093 SF of air-conditioned warehouse space, and 52,633 SF of non-air-conditioned warehouse space, the County will receive \$84,190.00 in monthly rent, totaling \$1,010,280.00 over the one-year leaseback term.

The funding source for this purchase is future Aviation Revenue Bonds, Project No. 2000001655 – Land Acquisition Subprogram, as programmed in the Fiscal Year (FY) 2025-2026 Proposed Budget and Multi-Year Capital Plan, page 204.

Track Record/Monitor

MDAD's Assistant Director of Real Estate Management and Development, Karen Wright, will monitor the implementation of the Contract for Sale and Purchase with the Sellers.

Background

Upon execution of the attached Contract for Sale and Purchase between the County and the Seller in the amount of \$19,175,000.00, the Seller will execute a Warranty Deed for the property, and the County will acquire this Property.

As mentioned earlier, prior to closing, the County and Seller shall negotiate a lease agreement allowing the Seller to remain in possession of the Property for a term of up to one (1) year without being under any legal obligation to finalize and execute such agreement. Waronker & Rosen, Inc. has provided MDAD with written confirmation that the \$15.00 per SF rental rate for one year aligns with the fair market value for the short-term lease of the Property. It is important to note that a leaseback arrangement would provide the County with steady revenue during the lease term, ensure productive interim use of

the Property, and help offset holding costs until the County assumes occupancy.

The Property's zoning designation is Industrial Heavy Manufacturing, which permits any proposed use. MDAD ordered a Phase I Environmental Site Assessment for the Property, and it was determined that there were no hazardous materials, toxic substances, or hazardous waste on the Property, and that no further environmental investigation was recommended at this time.



Jimmy Morales
Chief Operating Officer



MEMORANDUM
(Revised)

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

DATE: April 21, 2026

FROM: 
Geni Bonzon-Keenan
County Attorney

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

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 votes (majority of membership) ____, CDMP 2/3 members present but not less than 7 votes (majority of membership) ____, CDMP 9 votes (2/3 membership) _____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(A)(1)
4-21-26

RESOLUTION NO. _____

RESOLUTION APPROVING A CONTRACT FOR SALE AND PURCHASE BETWEEN MIAMI-DADE COUNTY, AS BUYER, AND MEUCHADIM OF MIAMI, LLC AS SELLER, FOR THE PURCHASE OF A 95,177 SQUARE FOOT PARCEL OF LAND IMPROVED WITH A 68,132 SQUARE FOOT WAREHOUSE (PROPERTY), IN ITS EXISTING "AS IS, WHERE IS" CONDITION LOCATED WEST OF MIAMI INTERNATIONAL AIRPORT AT 1800 NW 70 AVENUE, FOR THE PURCHASE PRICE OF \$19,175,000.00; AUTHORIZING LEASE BACK OF THE PROPERTY TO THE SELLER WITH A TERM UP TO ONE YEAR AT A RATE OF \$15.00 PER SQUARE FOOT INCLUDING COMMON AREA MAINTENANCE EXPENSES; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE CONTRACT FOR SALE AND PURCHASE, TO NEGOTIATE AND EXECUTE THE LEASE BACK AGREEMENT, AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN, AND TO PERFORM ALL ACTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AUTHORIZING THE ACCEPTANCE OF THE PROPERTY BY WARRANTY DEED AND THE EXPENDITURE OF UP TO \$60,000.00 FOR CLOSING COSTS, AND DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO RECORD SUCH DEED IN THE PUBLIC RECORDS

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying County Mayor's memorandum and documents, copies of which are incorporated herein by reference,

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

Section 1. This Board approves a Contract for Sale and Purchase by Miami-Dade County between Meuchadim of Miami, LLC, the Seller, and the County, the Buyer, in substantially the form attached hereto as Attachment 1 and made a part hereof (the "Contract"), for the

acquisition of a 95,177 square foot (SF) parcel of land improved with a 68,132 SF warehouse located at 1800 NW 70 Avenue, Miami FL 33126, west of Miami International Airport (MIA), identified by Folio Number 30-3035-002-0210 (“Property”) for \$19,175,000.00, in addition to closing costs which shall not exceed \$60,000.00.

Section 2. This Board authorizes the County Mayor or County Mayor’s designee, prior to closing, to: (a) execute the Contract in substantially the form attached hereto as Attachment 1 with the Seller for the purchase of the Property; (b) enter into negotiations to lease back the Property to the Seller for a term up to one year at a rate of \$15.00 per square foot, including common area maintenance expenses, with the right for both parties to terminate the lease agreement at any time for any reason whatsoever and without any legal obligation to execute such agreement; (c) execute such lease back agreement in substantially the form attached to the Contract; and (d) exercise all provisions contained in the Contract and in the lease back agreement, perform all acts necessary to effectuate this transaction, and accept conveyance of the Property by Warranty Deed.

Section 3. Pursuant to Resolution No. R-974-09, this Board directs the County Mayor or County Mayor’s designee to record the Warranty Deed authorized herein in the Public Records of Miami-Dade County, Florida and to provide a recorded copy of the instrument to the Clerk of the Board within 30 days of execution of said instrument; and directs the Clerk of the Board to attach and permanently store a recorded copy along with this Resolution. This Board further directs the County Mayor or County Mayor’s designee to provide an executed copy of the agreements to the Property Appraiser within 30 days of their execution.

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 | Vicki L. Lopez |
| Natalie Milian Orbis | Raquel A. Regalado |
| Micky Steinberg | |

The Chairperson thereupon declared this resolution duly passed and adopted this 21st day of April, 2026. 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.

Monica Rizo Perez

ATTACHMENT 1

CONTRACT FOR SALE AND PURCHASE

Property to be acquired: 1800 NW 70 Ave, Miami FL 33126

Folio #: 30-3035-002-0210

This **Contract for Sale and Purchase** ("Contract") is entered into as of the ____ day of _____, 20__, by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "Buyer" or "County", whose post office address is 111 NW First Street, Suite 17-202, Miami, FL 33128 c/o Miami-Dade Aviation Department, P.O. Box 025504, Miami FL 33102, and **Meuchadim of Miami, LLC**, a Florida Limited Liability Company, hereinafter referred to as "Seller", whose post office address is 6100 Hollywood Blvd., Suite 407, Hollywood, FL 33024. Buyer and Seller are sometimes individually referred to as "Party", or collectively as the "Parties."

WITNESSETH, that for and in consideration of the mutual covenants contained herein, the Buyer and Seller agree as follows:

1. **REALTY.** Seller agrees to sell to Buyer that certain real property located in Miami-Dade County, Florida, consisting of a 95,177 square foot parcel of land improved with a 68,132 square foot warehouse and more specifically described in **Exhibit A** and shown on **Exhibit B**; together with all tenements, hereditaments, privileges, servitudes, rights-of-reverter, and other rights appurtenant to real property, if any, and all buildings, fixtures, and other improvements thereon, if any, all fill and top soil thereon, if any, all oil, gas and mineral rights possessed by Seller, if any, and all right, title and interest of Seller in and to any and all streets, roads, highways, easements, drainage rights, or rights-of-way, appurtenant to the real property, if any, and all right, title and interest of Seller in and to any and all covenants, restrictions, agreements and riparian rights benefiting the real property, if any. (collectively, the "Property").
2. **PURCHASE PRICE.** Buyer agrees to pay a purchase price of **\$19,175,000.00 (Nineteen Million One Hundred Seventy Five Thousand Dollars)** for the Property. Said price will be paid at closing by Miami-Dade County via County check or wire transfer of U.S. funds for the Property referenced in Exhibit A and Exhibit B herein and shall be subject to other adjustments and prorations provided for herein.
3. **INTEREST CONVEYED.** Seller is the record owner of the fee simple title to the subject Property, and agrees to convey good and insurable title by Warranty Deed in substantially the form of **Exhibit C** attached hereto and made a part hereof ("Warranty Deed"). Notwithstanding the foregoing, if Seller is unable, at closing, to convey to the Buyer such title as stated in this paragraph, the Buyer's sole remedy shall be to terminate this Contract.
4. **AD VALOREM TAXES.** Buyer, a political subdivision of the State of Florida, is exempt from payment of ad valorem taxes. However, it shall be Seller's responsibility to comply with Section 196.295, Florida Statutes by placing the appropriate amount of pro rata taxes to the day of closing and any delinquent taxes, as well as non-ad valorem, if any, in escrow with the Miami-Dade County Tax Collector.
5. **TITLE INSURANCE.** Buyer may, at Buyer's own cost and expense and within fifteen (15) business days of the effective date of this Contract, obtain a marketable title insurance commitment and an owner's title insurance policy from a title insurance company of Buyer's choice licensed by the State of Florida in the amount of the purchase price and provide a copy

of same to Seller. Said commitment and policy shall show a good, marketable and insurable title to the Property in the Seller's name. In addition, the policy shall insure title to the Property for the period between closing and recording of the Warranty deed. In connection herewith, Seller agrees to provide and pay the cost of recording of all affidavits and other documents as required by the title insurer. Buyer shall have fifteen (15) business days from receipt of title documents to inspect said title documents and report defects, if any, in writing to the Seller. If the title search shows title to the Property to be unmarketable and uninsurable as provided herein, the Seller shall have sixty (60) days from receipt of written notice from Buyer to cure the designated defects, including the institution of necessary lawsuits. The Seller hereby agrees to use reasonable diligence to cure said defects including the institution of necessary lawsuits. If Seller is unable, after reasonable diligence, to make the title good, marketable and insurable as acceptable to Buyer, then this Contract shall be rendered null and void and both Buyer and Seller shall be released of all obligations hereunder, except that Buyer may waive any defects and proceed with closing at Buyer's option. Seller shall pay all reasonable recording fees for corrective instruments required hereunder.

6. PROPERTY INSPECTION: Seller shall grant access to the Property to Buyer, its agents, contractors and assigns for the purpose of conducting the inspections described below; provided, however, that all such persons enter the Property and conduct the inspections at their own risk.

- a) Environmental Inspection: Buyer may, at its own cost and expense, and at least 30 days prior to the date of closing, obtain a Letter of Current Enforcement Status of the Property by the Miami-Dade County Division of Environmental Resources Management (DERM) and conduct any tests required or recommended by DERM to determine the existence and extent, if any, of hazardous materials or toxic substances and hazardous waste on the Property in violation of any laws, ordinances, rules or restrictions of any governmental authority having jurisdiction, including but not limited to, an American Society for Testing and Materials (ASTM) Phase I and Phase II Site Assessments. The term "Hazardous Materials" shall be as defined by DERM and shall include any hazardous or toxic substance, material or waste; it shall also include solid waste or debris of any kind. If the Letter of Current Enforcement Status or subsequent testing confirms the presence of hazardous materials or toxic substances and hazardous waste on the Property, Buyer may elect to terminate this Contract and both Buyer and Seller shall be released from all further obligations hereunder. Seller shall have no obligation whatsoever under this Contract to perform, fund, or complete any environmental remediation, monitoring, or corrective actions of any kind.
- b) Building Inspection: Buyer may, at its own cost and expense, and within 30 days from the Effective Date, undertake inspections and any and all due diligence deemed necessary by the Buyer so that the Buyer can determine whether the improvements on the land and condition of the Property is suitable, in Buyer's sole and absolute discretion, for Buyer's intended purposes. During this 30-day period, Buyer may conduct any test, analyses, surveys, investigations and building inspections and will seek approval from the appropriate divisions and agencies of any governmental agency with jurisdiction over the Property which Buyer deems necessary to determine to Buyer's satisfaction: the Property's structural and electrical integrity and condition; its engineering and architectural properties; zoning and zoning restrictions; flood zone designation and restrictions; availability of permits, governmental approvals and licenses; compliance with the Americans with

Disabilities Act; and any other inspection that Buyer deems appropriate. Buyer will deliver written notice to the Seller within ten (10) days after the expiration of the 30-day inspection period set forth in this subsection notifying Seller as to Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. If Seller is unable to address Buyer's concerns within thirty (30) days' following written notice from the Buyer regarding the condition of the Property, then Buyer may elect to terminate this Contract, and both Buyer and Seller shall be released from all further obligations hereunder. Seller grants to Buyer, its agents, contractors and assigns, the right to enter the Property with 24-hour notice during the term of this Contract for the purpose of conducting investigations, at a mutually agreed upon time; provided, however, that Buyer, its agents, and contractors, assigns, the right to enter the Property at their own risk. Buyer will not engage in any activity that could result in a mechanic's lien being filed against the Property without Seller's prior written consent.

- c) **AS IS Condition.** Notwithstanding anything to the contrary contained in this Contract, Buyer acknowledges and agrees that it is being afforded the opportunity to conduct all inspections of the Property it deems necessary or appropriate, and that, except for Seller's express representations set forth in this Contract and in the attached Warranty Deed, Buyer shall acquire the Property in its existing 'AS IS, WHERE IS' condition, with all faults, and without any representation, warranty or guarantee of any kind, express or implied, as to the physical condition of the Property, the presence or absence of hazardous substances, the status of permits or approvals, the fitness of the Property for any particular purpose, or any other matter relating to the Property.

7. **WALK-THROUGH INSPECTION/RE-INSPECTION.** On the day prior to the scheduled Closing, or on the Closing Date, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property. If any new defects are discovered during such walk-through inspection, the provisions of 6.1 shall apply regarding notice, termination, waiver, and election to proceed and the Closing Date shall be extended accordingly.

8. **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES.** No later than 30 days prior to the Closing, the Seller agrees to provide Buyer with originals, if available to the extent in Seller's possession or control, any copies of all contracts for construction, management, service, equipment, warranty, and maintenance for the Property, if any, that are still in effect as of the Effective Date and assignments of same to be executed at Closing, as well as all as-builts or other architectural plans for the Property in the possession or available to Seller. The Buyer shall decide, in its sole and absolute discretion, whether to accept assignments in of the aforementioned contacts.

9. **SURVEY.** Buyer, at Buyer's sole cost and expense and not less than sixty (60) days prior to Closing, may obtain a current certified boundary survey of the Property prepared by a professional land surveyor licensed by the State of Florida. The survey shall be certified to the Buyer and title company. The date of the certification shall be within sixty (60) days before Closing date, unless this sixty-day (60-day) time period is waived by Buyer and by the Title Company for purposes of deleting the standard exceptions for survey matters and easements or claims of easements not shown by the public records from the owners' title policy. If the survey

shows any encroachment on the Property or that any improvements on the Property encroach on the land of others, the same shall be regarded as a title defect and subject to the provisions of Section 5. The legal description in the survey shall be subject to Seller and Buyer's approval.

10. TENANCIES. Seller warrants and represents that no person or entity, firm, company, partnership, association, corporation, limited liability company, trust, public body, authority or governmental unit is living on, occupying, or using the Property (or any portion thereof) other than the Seller, as owner/user. Seller further warrants and represents that (i) there are no other agreements, oral or written, that permits the use or occupancy of any portion of the Property; (ii) Seller shall not permit the use or occupancy of any portion of the Property subsequent to the date of Seller's execution of this Contract by any third parties; (iii) Seller will indemnify, defend and hold harmless Buyer, its agencies, instrumentalities, commissioners, trustees, officers, employees, and agents, for and against all persons claiming an interest in possession of the Property or any portion thereof that is contrary to the representations in this paragraph. Said indemnification shall survive closing and any expiration or termination of this Contract.

11. LIENS. All liens of record, including certified municipal and county liens, as well as special assessments, if any, shall be paid in full at or before Closing by the Seller. If a pending lien is filed against the subject Property within ninety (90) days after Closing of the Property, which has not been certified as of the date of Closing, and the work and improvements for which the lien was filed have been completed prior to the Closing, despite the fact that the pending lien has not been certified, the Seller shall pay such lien. However, if such lien is filed more than ninety (90) days after the Closing, Buyer shall be responsible for all costs associated with the lien. This section shall survive Closing and any expiration or termination of this Contract.

12. CLOSING. The closing of this transaction shall be completed within 35 days of the full execution of this Contract unless otherwise extended, as mutually agreed upon by both Buyer and Seller in writing or as otherwise provided herein. The precise date, time and place of closing shall be set by Buyer which may be conducted by mail away.

Notwithstanding anything to the contrary contained in this Contract, if Buyer is unable or unwilling to close this transaction by June 30, 2026, except to the limited extent that the Closing Date is mutually extended in writing by both the Seller and Buyer, the Seller shall have the unilateral right, in Seller's sole and absolute discretion, to terminate this Contract upon written notice to Buyer. Such termination shall be effective immediately upon delivery of notice, whereupon this Contract shall be null and void and neither Party shall have any further obligation or liability hereunder. For the avoidance of doubt, no delay or failure by Buyer arising from internal County approvals, budgetary processes, administrative requirements, procurement procedures, or other internal governmental actions or inactions shall extend the Closing Date beyond June 30, 2026, nor shall any such circumstances limit Seller's right to terminate under this paragraph.

13. TIME. Buyer and Seller mutually agree to fully and timely execute such papers as deemed necessary to complete the conveyance in accordance with the terms of this Contract. Time is of the essence with this Contract. All obligations herein are subject to acts of God or nature or any other occurrence, which is beyond the control of Seller or Buyer.

14. BROKERS. Any and all real estate fees or commissions claimed due pursuant to this transaction to any real estate broker or agent shall be paid by the Seller. Seller shall hold Buyer harmless from and against any and all claims, liability, cost, expense, damages,

judgments and causes of action, including reasonable attorney's fees, based on real estate commissions claimed due pursuant to this transaction to any real estate broker or real estate agent. This section shall survive closing and any expiration or termination of this Contract. The only Real Estate Broker involved in this transaction entitled to payment by Seller is Barry Katz of WGS Realty LLC.

15. EXPENSES. Buyer shall be responsible for recording fees related to the Warranty Deed. Seller shall be responsible for the payment of Florida Documentary Stamp Taxes and Miami-Dade County Surtax on the Warranty Deed.

16. LOSS. All risk of loss to the Property shall be borne by Seller until transfer of title.

17. PRORATIONS. In addition to proration of taxes as provided in Section 4 above, expenses for electricity, water, sewer, waste collection, and personal property taxes, if any and all revenue, if any, shall be prorated to Closing.

18. ACCESS. Seller warrants and represents that there is legal ingress and egress to the Property. This Section survives the Closing.

19. LEASEBACK. Prior to the Closing, Buyer and Seller shall negotiate in good faith and use commercially reasonable efforts to agree upon and execute a lease agreement for the Property in substantially its final form on **Exhibit D**, attached hereto, pursuant to which Seller shall lease the Property from Buyer following the Closing, with such lease to commence on the Closing Date (the "Leaseback"). The Leaseback shall be on the following terms and other customary terms and conditions as mutually agreed by the Parties:

- (i) Term: One (1) year; provided, however, either Party shall have the right to terminate the Leaseback at any time and for any reason whatsoever upon not less than Sixty (60) days' prior written notice to the other Party.
- (ii) Rent: \$15.00 per square foot of building space plus common area maintenance expenses, payable in equal monthly installments.

Notwithstanding the foregoing, neither Party shall be obligated to enter into the Leaseback unless and until a definitive lease agreement has been executed and delivered by both Parties, and the failure to enter into a Leaseback shall not constitute a default under this Contract.

20. DEFAULT. If Seller defaults under this Contract, Buyer may waive the default and proceed with Closing or seek specific performance. If Buyer defaults under this Contract, Seller may waive the default and proceed with Closing or seek specific performance. Any such waiver shall be in writing. In addition to specific performance, a non-defaulting Party may terminate the Contract if the defaulting Party does not cure a default within thirty (30) days of receipt of a default notice from the non-defaulting Party. Such default notice shall be sent in writing via U.S. Mail or via electronic communications. In no event shall either Party be liable for any damages (actual, special consequential, punitive or otherwise) for any default under this Contract.

21. LITIGATION. In the event of any litigation arising out of this Contract, each party shall bear its own attorney's fees and costs, including appellate proceedings. This Section survives

the termination of this Contract and the Closing.

22. **DISCLOSURE.** Seller warrants that there are no facts which materially and adversely affect the physical condition and present use of the Property (whether structural or otherwise) which have not been disclosed by Seller to Buyer or which are not readily observable to Buyer.

23. **SUCCESSORS IN INTEREST.** This Contract shall be binding on the Parties hereto and their heirs, successors and assigns of the respective parties hereto and no third party will have any rights, privileges, or other beneficial interests herein or hereunder.

24. **RIGHT TO ENTER PROPERTY.** Seller agrees that Buyer and its agents shall, upon reasonable notice, have the right to enter the Property for all lawful purposes in connection with this transaction provided the Buyer shall indemnify and hold Seller harmless for damage or injury caused by the gross negligence or intentional misconduct of Buyer and its agents, within and to the extent of all limitations of Section 768.28, Florida Statutes.

25. **RECORDING.** This Contract or notice thereof may be recorded by Buyer in the minutes of the Clerk of the Board of County Commissioners, Miami-Dade County, Florida, but shall not be recorded in the official public records of the Clerk of the Court of Miami-Dade County, Florida.

26. **ASSIGNMENT.** Neither this Contract nor any interest therein shall be assigned by Buyer or Seller without the express written consent of each other.

27. **INVALID PROVISIONS.** If any term or provision of this Contract is held illegal, unenforceable or inoperative as a matter of law, the remaining terms and provisions will not be affected thereby, but will be valid and remain in force and effect, provided that the inoperable provision(s) are not essential to the interpretation or performance of this Contract in accordance with the clear intent of the parties.

28. **ENTIRE AGREEMENT.** This Contract contains the entire agreement between the parties as it pertains to the subject matter contained herein and shall supersede and take precedence over any and all prior and contemporaneous agreements and understandings between the parties.

29. **EFFECTIVENESS.** The effectiveness of this Contract is contingent upon approval by (i) the Miami-Dade County Board of County Commissioners ("Board"); and (ii) approval by the Federal Aviation Administration, if required. The Effective Date of this Contract shall be the earlier of (1) the date of the 10-day expiration of the County Mayor's veto period subsequent to the approval and authorization of the execution of this Contract by the Board without the County Mayor vetoing the Board's resolution approving same or (2) the date on which the County Mayor approves the Board-approved resolution authorizing the execution of this Contract, provided no motion to reconsider such approval is made by the Board ("Effective Date"). If a motion to reconsider approval hereof is made, then the Effective Date hereof shall be the date the Board reconsiders and approves this Contract. In the event that the Mayor vetoes the Board's approval, the Board approval shall not be effective in the absence of an override of the Mayor's veto, in which case such override date shall be the Effective Date. The actions of the Board and the Mayor in connection with the award or rejection of this Contract rest within their sole discretion.

Outside Date. Notwithstanding anything to the contrary contained herein, either Party shall have the right to terminate this Contract, by written notice to the other Party, if full execution of this Contract does not occur, or if this Contract otherwise does not become fully Effective in

accordance with this Section 29, on or before **May 15, 2026**. Upon such termination, neither Party shall have any further obligation or liability hereunder.

30. **GOVERNING LAW.** This Contract is governed by and will be construed in accordance with the laws of the State of Florida, and in the event of any litigation concerning the terms of this Contract; proper venue thereof will be in Miami-Dade County.

31. **NOTICE.** All communications regarding this transaction shall be directed to those indicated below and shall be deemed delivered upon receipt, unless otherwise specified herein:

as to Buyer: Ralph Cutié, Director and Chief Executive Officer
 Miami-Dade Aviation Department
 P.O. Box 025504
 Miami, FL 33102

as to Seller: Simon Falic
 Meuchadim of Miami, LLC
 6100 Hollywood Blvd., 7th Floor
 Hollywood, FL 33024

c/o: Barry Katz
 6100 Hollywood Blvd.
 Hollywood, FL 33024

32. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in the 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.

33. **REPRESENTATIONS AND WARRANTIES OF SELLER.** Notwithstanding anything to the contrary contained in the Contract, Seller represents and warrants that the following are true as of the Effective Date and will remain true as of the Closing:

- (i) The Contract is binding on Seller and enforceable against Seller in accordance with its terms.
- (ii) **Authority.** Seller is a Florida not for profit corporation organized, operating and validly existing under the laws of the State of Florida. The execution, delivery and performance by Seller of the Contract has been duly and validly authorized by all requisite action on the part of Seller, and no consent of any person not previously obtained is required. This Contract constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.
- (iii) **Bankruptcy or Debt of Seller.** Seller (i) has not made an assignment for the benefit of creditors, (ii) has not admitted in writing its inability to pay its debts as they mature, or (iii) has not been adjudicated as bankrupt or insolvent or filed a petition for voluntary bankruptcy or a petition or answer seeking reorganization or an arrangement with creditors under the federal bankruptcy law or any other similar law or statute of the United States or any State, and no such petition has been served upon Seller.

- (iv) Foreign Person. Seller is not a "foreign person" within the meaning of Section 1445(f) of the Internal Revenue Code.
- (v) Any and all consents to Seller's execution and performance of the Contract required from any person have been obtained. Seller has full right and authority to consummate the transaction contemplated in this Contract pursuant to Seller's current articles of incorporation, other governing agreements, instruments, orders, judgments, and decrees binding upon Seller. Seller will provide Buyer, Closing Agent, and Escrow Agent with customary and appropriate documentation to evidence its authority to execute the Contract and purchase the Real Property pursuant to the Contract as reasonably required by the Escrow Agent.
- (vi) Litigation. To Seller's actual knowledge (without duty of investigation), there is no litigation, action, suit, arbitration, order, decree, claim, writ, injunction, government investigation, proceeding pending (i.e., have been filed and Seller has received valid service of process without a non-appealable judgment or settlement) or, to Seller's actual knowledge (without duty of investigation), threatened in writing against Seller or affecting Seller or the Real Property that, if determined adversely to Seller, would prevent Seller from performing its obligations under this Contract (after factoring in any applicable insurance). Seller is not a party to or subject to the provision of any judgment, order, writ, injunction, decree or award of any governmental authority that would prevent Seller from performing its obligations hereunder (after factoring in any applicable insurance).
- (vii) No Conflicts. The execution, delivery and compliance with, and performance of the terms and provisions of, the Contract, and the sale of the Property, will not (i) conflict with or result in any violation of Seller's organizational documents, (ii) conflict with or result in a breach of any of the terms, conditions, or provisions of, or constitute a default under, any bond, note or other evidence of indebtedness, or any mortgage, deed of trust, loan agreement, or lease or other agreement by which the Real Property or Seller may be bound, or (iii) to Seller's knowledge, violate any existing term or provision of any order, writ, judgment, injunction, decree, statute, law, rule or regulation applicable to Seller or its property.
- (viii) OFAC. Seller is currently in compliance with the regulations of the United States Department of Treasury's Office of Foreign Asset Control (OFAC) (including those named on OFAC's list of restrictions and prohibited persons) and any statute, executive order (including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001), or other governmental action relating thereto.

34. CONVEYANCES TO FOREIGN BUYERS. Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase, and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic. It is a crime to buy or knowingly sell property in violation of the Act. At the time of purchase, Seller must provide a signed affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

IN WITNESS WHEREOF, the Buyer and Seller have duly executed this Contract as of the day and year above written.

BUYER:

ATTEST:

MIAMI-DADE COUNTY

By: _____
Clerk

By: _____
County Mayor or the County
Mayor's designee

Approved as to form
and legal sufficiency.

Assistant County Attorney

The foregoing was accepted and approved on the ___day of_____, 20___, by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida.

SIGNATURES APPEAR ON THE FOLLOWING PAGE
REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Grantor(s) have hereunto set their hand and seal the day and year first above written.

Meuchadim of Miami, LLC
A Florida Limited Liability Company

Arlen Tanouye
Witness
Arlenis TANOUYE
Witness Printed Name

By: [Signature]
SIMON FALIC
Manager

[Signature]
Witness
JANEL TOIB
Witness Printed Name

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY, that on this 26th day of January, 2026, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared **SIMON FALIC, as Manager of Meuchadim of Miami, personally known to me**, or proven by producing the following identification: _____ to be the person(s) who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid, the day and year last aforesaid.

NOTARY SEAL/STAMP

[Signature]
Notary Signature
Print Name: David Taney
Notary Public, State of Florida
My commission expires: 11/28/27
Commission/Serial No. HH 468262

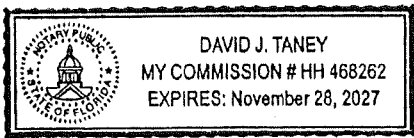


Exhibit A

Legal Description

Lots 6, 7 8 and the South one-half (1/2) of Lot 9 in Block 4 of Miami Airport Industrial Park, Milam Dairy – 25th Street Sector, as recorded in Plat Book 84, Page 4, Public records of Miami-Dade County, Florida.

Exhibit B

Aerial Photograph

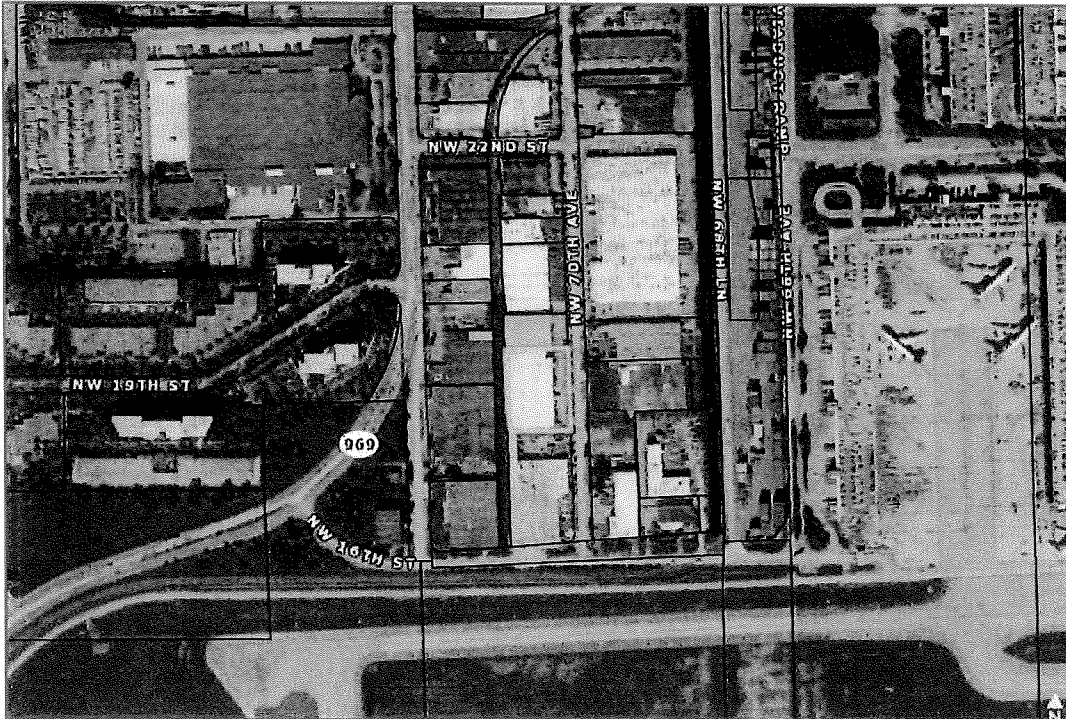


Exhibit C

This instrument was prepared by:
Jose Vidal
Miami-Dade Aviation Department
P.O. Box 025504
Miami, FL 33102

Return to:
National Title & Abstract Company
711 NW 23 Avenue, Suite 101
Miami, Florida 33125

Folio Numbers: 30-3035-002-0210

USER DEPT: Miami-Dade Aviation Department

{SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA}

WARRANTY DEED

This Warranty Deed made this _____ day of _____, 20 __, between **Meuchadim of Miami, LLC**, a Florida Limited Liability Company F/K/A Jacavi Properties, LLC ("**Grantor**") whose post office address is 6100 Hollywood Blvd., Suite 407, Hollywood, FL 33024 and **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, whose post office address is 111 NW 1st Street, Suite 17-202, Miami Florida 33128 c/o Miami-Dade Aviation Department, P.O. Box 025504, Miami, FL 33102 ("**Grantee**").

WITNESSETH:

The **Grantor**, on behalf of itself, its executors, administrators, successors, representatives and assigns, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the **Grantor**, hereby does grant, bargain, sell, alienate, remise, release, convey and confirm unto **Grantee** and Grantee's heirs, executors, administrators, successors, representatives and assigns, forever, all that certain land situate and being in Miami-Dade County, Florida (the "Property"), as described to wit:

See Exhibit "A" Attached hereto.

THIS CONVEYANCE IS MADE SUBJECT TO: (1) zoning and other regulatory laws and ordinances affecting the Property, if any; and (2) easements, reservations, restrictions, rights of way, and other matters of record, if any, without the intent to reimpose or reinstate same hereby.

Exhibit C

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining to the above-described real estate.

TO HAVE AND TO HOLD the same in fee simple forever, together with all singular the rights, members and appurtenances thereof.

AND **Grantor** hereby covenants with **Grantee**: 1.) that **Grantor** is lawfully seized of the Property hereby conveyed in fee simple; 2.) that **Grantor** has good right and lawful authority to sell and convey the Property; and 3.) that **Grantor** hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

INTENTIONALLY LEFT BLANK

Exhibit C

IN WITNESS WHEREOF, Buyer and Seller have duly executed this Contract as of the day and year above written.

Meuchadim of Miami, LLC,
a Florida limited liability company

By: _____

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY, that on this _____ day of _____, 20____, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared _____, **Manager of Meuchadim of Miami, LLC**, a Florida limited liability company personally known to me, or proven by producing the following identification: _____ to be the person(s) who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid, the day and year last aforesaid.

NOTARY SEAL/STAMP

Notary Signature
Print Name: _____
Notary Public, State of _____
My commission expires: _____
Commission/Serial No. _____

Approved for Legal Sufficiency:

THE FOREGOING was approved by the Miami-Dade County Board of County Commissioners, pursuant to Resolution No. _____ dated _____

EXHIBIT D

LEASE NO: C-0XXXX
CUSTOMER NO: 00000123

**LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY, FLORIDA,
THROUGH THE MIAMI-DADE AVIATION DEPARTMENT, AS LESSOR, AND
Meuchadim of Miami, LLC AS LESSEE,
MIAMI INTERNATIONAL AIRPORT**

THIS LEASE AGREEMENT ("Agreement") is made and entered into as of the day of _____, 20____, by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida ("County"), THROUGH THE **MIAMI-DADE AVIATION DEPARTMENT (MDAD)**, ("Lessor") and **Meuchadim of Miami, LLC**, a Florida Limited Liability Company ("Lessee").

WITNESSETH:

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

ARTICLE 1
Term and Premises

1.01 Term: The County hereby leases to the Lessee, and the Lessee hereby leases from the County, the premises described in Article 1.02 (the "Premises") hereof, for the purposes and uses set forth in Article 2 ("Use of Premises") hereof, commencing on the day that the County closes on the purchase of the Premises (the "Commencement Date") and terminating after a one year period (the "Term"). Notwithstanding any other provision of this Agreement to the contrary, either party hereto may terminate this Agreement at any time, for any or no reason, without liability to the other, by giving 60 days written notice to the other party.

1.02 Premises: The Premises leased herein is office and warehouse space, located at 1800 NW 70th Avenue, Miami, FL 33122 west of Miami International Airport ("Airport"), and are more particularly described as follows and as shown on Exhibits A and B, attached hereto and made a part hereof ("Premises"). The square footage provided below is subject to change in the event the final survey conducted by Lessor requires such adjustment.

Building 1800

Exhibit	ID #	Description	SQ. FT.
		Office Space	4,986
		Mezzanine Storage Space	2,640
		A/C Warehouse	7,093
		Non A/C Warehouse	52,633
		TOTAL	67,352

1.03 Suitability of Premises: The Lessee acknowledges that the Premises are suitable for the Lessee's proposed use and that the County has no obligation to perform or cause to be performed any maintenance, repairs, clean-ups, painting, or the like. The Lessee's obligation under this Agreement, such as in Article 6.01(E) ("Permits and Licenses"), to obtain all operating permits required of the Lessee, shall not require the County to take any action or perform any tasks within the Premises to enable the Lessee

Tenant Initials: _____

to obtain such permits, including, but not limited to, certificates of occupancy, which shall remain the Lessee's exclusive obligation to perform in order to obtain such permits.

1.04 Relocation of Premises: The Premises are subject to relocation, modification, or deletion, at the sole discretion of the Aviation Department of the County ("Department") and this Agreement may be administratively revised to reflect such relocation, modification, or deletion upon 30 days written notice to the Lessee by the Department. Relocated space may not be similar in size, configuration or location to the Premises leased herein. In the event of relocation initiated by the County, the County shall (i) pay reasonable relocation costs, and (ii) abate rent during any period of interruption.

1.05 County Right to Terminate for Airport Development: Notwithstanding and in addition to any other provision of this Agreement providing for a right to termination, the County shall have the right, at any time during the term of the Agreement, without liability, to terminate the Agreement upon giving a 60-day notice to the Lessee, if the Premises are needed by the County for Airport development projects as approved by the Board of County Commissioners. Such termination shall not entitle the Lessee to any relocation costs, and in no event shall the County be responsible to the Lessee for any costs, damages, expenses, moving costs, loss of revenues, business interruption damages, or the like, caused by or arising out of such termination, nor shall such termination be deemed an eminent domain taking for any purpose. This provision is not meant to limit the County's rights to terminate for any reason as set forth in section 1.01.

ARTICLE 2 Use of Premises

The County hereby grants to the Lessee the following general privileges, uses and rights, all of which shall be subject to the terms, conditions and covenants hereinafter set forth and all of which shall be non-exclusive on the Airport.

2.01 Authorized Use of Premises:

The Lessee shall use the Premises for the following purposes only:

- (A) As to the Ground Floor operation and office space:
1. Receiving, storing, consolidating and packaging of cargo. Handling of dry goods and salvaged automobiles for third parties (Lessee's customers) including pickup and delivery, loading and unloading cargo transported or to be transported by air or land and performing freight forwarding business.
 2. Operation of bonded and non-bonded warehouses.
 3. For normal office operations associated with Lessee's cargo handling business.
 4. Such other activities as are directly related or incidental to the authorized cargo handling uses of the Premises.

5. All activities listed above related to Lessee’s cargo handling business shall be performed by employees, agents or vendors of the Lessee.

The Lessee shall not permit these activities to interfere with roads or fire lanes or with the activities of other. The Lessee shall not salvage automobiles on the premises or stack salvaged automobiles on the premises for a period exceeding 30 days. **The Lessee shall have no right under this Agreement to use the Airside Operations Area (“AOA”) of the Airport.**

2.02 Prohibited Services: The Lessee is prohibited from using the Premises of the employee parking area for the following purposes:

1. Storage of any fuel or chemical tanks.
2. Storage of pallets, debris or FOD materials.
3. Mechanical maintenance of any GSE or motorized vehicles.
4. Storage of derelict equipment.
5. Parking of any non-Lessee equipment, except for that of **Meuchadim of Miami, LLC** affiliates and contracted ground service vendors, for which the company shall be responsible for.
6. Parking equipment outside of marked area.
7. No office or office trailer can be staged within the leased area.

2.03 Vehicular Parking: Vehicular parking, immediately adjacent to the leased Premises may be used only as truck loading and unloading and for business guest parking, and by employees, agents or vendors of the Lessee.

ARTICLE 3 Rentals and Payments

3.01 Annual Rental: Lessee shall pay annual rental for the lease of the Premises commencing on the Agreement Date as defined in Article 1.01, the sum of \$1,010,280.00 payable in twelve equal monthly installments of \$84,190.00 in U.S. funds, on the first day of each and every month in advance and without billing, at the offices of the Department as set forth in Article 3.07 (“Methods of Payments”). These figures are exclusive of and subject to applicable State Sales Tax and, where applicable, Utilities. Said rental is computed as follows:

TABLE 1

Exhibit	ID#	Description	SQ. FT.	RATE	ANNUAL	MONTHLY
		Building 1800				
		Office Space	4,986	\$15	\$ 74,790.00	\$ 6,232.50
		Mezzanine Storage Sp	2,640	\$15	\$ 39,600.00	\$ 3,300.00
		A/C Warehouse	7,093	\$15	\$ 106,395.00	\$ 8,866.25
		Non A/C Warehouse	52,633	\$15	\$ 789,495.00	\$ 65,791.25
		TOTAL	67,352		\$ 1,010,280.00	\$ 84,190.00

** Fair Market Rate (FMR) ***Plus applicable state sales taxes, as required by law.

Rental rates include land, basic usage levels of electricity, water, sewer, and janitorial services to common areas.

3.02 Opportunity Fee (if applicable): N/A

3.03 Security Deposit: Prior to occupancy of the Premises, the Lessee shall pay to the County an amount equal to **two times** the required total monthly rental as determined pursuant to Article 3.01 above, plus applicable state sales tax thereon, as security for the payment of the Lessee's obligations hereunder. Said deposit shall be in addition to any rental payments required hereunder, and MDAD shall be entitled to apply such payment to any debt of the Lessee to MDAD that may then exist, as permitted by law, including but not limited to the rentals required hereunder. The amount of the security deposit is subject to adjustment by MDAD at any time there is a change in the annual or monthly rentals pursuant to the terms of this Agreement; provided further, that MDAD shall have the right to demand an increase in the security deposit requirement of up to an additional four months rental to provide MDAD 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 MDAD has reason to believe, based on published reports, that the Lessee's future ability to pay such rentals, fees and charges, on a timely basis, is in jeopardy.

3.04 Common Use Service Charge: In addition to the monthly rentals required herein, the Lessee shall pay each month during the term of this Agreement an applicable portion of the costs incurred by the County in providing certain common use services for the benefit of the Lessee, including, but not necessarily limited to, security, servicing dumpsters provided by the Department pursuant to Article 4.02 ("Removal of Trash") compressed air, emergency power, and industrial waste system and janitorial services, as applicable and actually used by or provided to the Lessee. Such costs, including administrative costs, shall be determined by the Department and billed periodically. These services charges shall be adjusted and billed retroactively from time to time based on changes in usages and in costs to the County.

3.05 Rental Rate Review: In the event the Lessee is in possession of the Premises by virtue of this Agreement on **the first anniversary of the Commencement Date (or any annual anniversary thereafter)**, the rental rates stated in Article 3.01 ("Annual Rental") above shall be subject to review and adjustment as set forth hereafter. When such rental rate adjustments are approved by the Board of County Commissioners, and new or revised rental rates applicable in whole or in part to the Premises are established by said Board, the Department shall notify the Lessee in writing of such rates and this Agreement shall be considered and deemed to have been administratively amended to incorporate the revised rental rates effective as of such October 1, date. Payments for any retroactive rental adjustments shall be due upon billing by MDAD payable within ten calendar days of same.

3.06 Double Rental: In the event that the Lessee remains in possession of the Premises beyond the expiration or termination of this Agreement, the Lessee shall be bound by all of the terms and conditions of this Agreement to the same extent as if this Agreement were in full force and effect during the time beyond the expiration date of this Agreement. However, during any such possession of the Premises as a holdover tenant after the County has demanded the return of the Premises, the Lessee shall be liable for double rentals for so long as the Lessee remains in possession after such demand, such rentals to be based upon the rental rates applicable from time to time in whole or in part

Non-Terminal Building Lease Agreement No. C-XXXXXX between Miami-Dade County through The Miami-Dade Aviation Department and Meuchadim of Miami, LLC

to the Premises.

3.07 Methods of Payments: The Lessee shall pay, by any one of the four methods described in this Article, all rentals, fees and charges required by this Agreement:

By mail:

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

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

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

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

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

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

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

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

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

3.08 Late Payment Charge: In the event the Lessee fails to make any payments required to be paid under the provisions of this Lease, within ten (10) days after the same shall become due, interest shall be due and payable on the unpaid payments in the amount of one and one-half percent (1 ½%) per month against the delinquent payment from the original due date until the Lessor actually receives the payment. Such interest rate shall apply unless the Board of County Commissioners has established a different rate or a specific provision of federal or state law requires otherwise. The right of the Lessor 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 Lessor to enforce other provisions herein, including the termination of this Agreement, and to pursue other remedies provided by law.

3.09 Dishonored Check or Draft: In the event that the Lessee delivers a dishonored check or draft to the County in payment of any obligation arising under the terms of this Agreement, the Lessee shall incur and pay a service fee of TWENTY-FIVE DOLLARS, if the face value of the dishonored check or draft is \$50.00 or less, THIRTY DOLLARS, if the face value of the dishonored check or draft is more than \$50.00 and less than \$300.00, or FORTY DOLLARS, if the face value of the dishonored check or draft is \$300.00 or more, or Five Percent of the face value of such dishonored check or draft, whichever is greater. Further, in such event, the Department may require that future payments required pursuant to this Agreement be made by cashier's check or other means acceptable to the Department.

3.10 Gross Revenues: The term "Gross Revenues," as used in this Lease Agreement, refers to the total amount of money or other consideration charged for or received by the Lessee for (a) all services rendered, (b) all sales made, or (c) all transactions engaged in under the authority of this Lease Agreement, and, if applicable, the subleasing of office space or other portions of the Premises. In the case of (a), (b), or (c), such services, sales, or transactions resulted from, or were facilitated by, the activities of the Lessee under this Lease Agreement, whether such activities were on the Airport grounds or off the Airport grounds under the conditions set forth in Article 3.02 ("Opportunity Fee") above. The following shall apply to the definition of "Gross Revenues":

The term "Gross Revenues" is intended to be all-encompassing and is intended to apply to the fullest extent of the money or consideration charged by or received by the Lessee for its activities under this Lease Agreement or as facilitated by this Lease Agreement, and includes, but specifically is not limited to:

- I. Fees and charges imposed by Lessee upon its customers;
- II. Opportunity or percentage fees collected by the Lessee from its customers, including -when applicable- any "pass-through" charges to a customer by which the Lessee recovers from the customer the 7% Opportunity Fee, or any portion thereof, payable by the Lessee to MDAD under Article 3.02 above;
- III. Any money or consideration charged to a customer or received by the Lessee from a customer, whether on a cash or credit basis and whether such money or other consideration is actually paid to or is unpaid to the Lessee, with the Lessee being required to pay MDAD the 7% Opportunity Fee on any uncollected charges to Lessee's customers; and
 - (A) If the Lessee does not charge a customer a cash amount or an amount of stated consideration if other than cash, or if MDAD determines that the amount or consideration charged by a Lessee does not reflect the reasonable value of the services provided by the Lessee, MDAD shall have the right to impute a value for Lessee's services under this Lease Agreement and recover from the Lessee 7% of such imputed value.

3.11 Exclusion from Gross Revenues:

- I. Taxes imposed by law which are separately stated to and paid by a customer and directly payable by the Lessee to a taxing authority.

II. Sales refunds.

3.12 Utilities: Unless the Premises are separately metered and billed directly to the Lessee by the utility company or included in the rental rates and noted in Article 3.01, the Lessee hereby agrees to pay monthly, upon billing by the Department, for utility consumption in the Premises. This monthly charge will be based on a survey conducted by or on behalf of the Department of the utility consumption by the Lessee and/or current nondiscriminatory rates charged others at the Airport. This monthly charge may also be adjusted and billed retroactively, from time to time, based on changes in consumption and rates. The Lessee shall pay for all utilities used by it. In the event the Premises are metered and billed to the Department, the Lessee shall pay for utility consumption based on the metered charge. The County shall have no obligation to provide utilities to the Premises other than those existing as of the effective date of this Agreement.

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

3.14 Records and Reports: The Lessee shall keep 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 percentage opportunity fees payable hereunder and as may, from time to time, be required by the Department to document its activities pursuant to this Agreement. All Gross Revenues hereunder shall be accounted for in accordance with generally accepted accounting principles. The form of all such books of account, records and reports shall be subject to the approval of the Department and/or the auditors of the County (one or more of the following: the designated external auditing firm or other certified public accounting firm selected by the Department, the County's Department of Audit and Management Services, or auditors of the State of Florida). Recommendations for changes, additions, or deletions to such books of account, records and reports by the auditors of the County shall be complied with by the Lessee when requested by the Department. The auditors of the County shall be permitted, during normal working hours, to audit and examine all books of account, records, and reports relating to the operations of the Lessee hereunder, including, but not limited to, balance sheets, profit and loss statements, deposit receipts, Florida State Sales Tax Reports, and such other documents as may be determined by the Department to be necessary and appropriate; provided, however, that the Lessee shall not be required to retain such records in Miami-Dade County, Florida, for more than three years following termination of this Agreement.

3.15 Annual Audit Required: Within sixty days of each anniversary of the Commencement Date of this Agreement and within sixty days following termination of this Agreement, the Lessee shall, at its sole cost and expense, provide to the Department on an annual (or portion thereof) basis an audit report of monthly Gross Revenues, 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 Department. The report shall include a schedule of Gross Revenues and percentage

Opportunity Fees paid to the County under this Agreement, prepared in accordance with the comprehensive basis of accounting defined under terms of this Agreement and reported in the format as subsequently prescribed by the Department. The audit shall be conducted in accordance with generally accepted auditing standards and include issuance of a management letter, which will contain the findings discovered during the course of the examination, such as recommendations to improve internal controls and other significant matters related to this Agreement. In addition, the audit shall include comprehensive compliance procedures to determine whether the books of account, records and reports were kept in accordance with the terms of this Agreement for the period of examination. The auditor shall report such procedures and findings in a separate letter report to the Department. The last such report shall include the last day(s) of operations.

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

4.03 Maintenance and Repairs: The Lessee shall repair and maintain in good condition the Premises and all improvements or alterations thereto, except for those items for which the County is responsible pursuant to Article 5 ("Maintenance by County"). Such repair and maintenance shall include, but not be limited to, painting, floor coverings, doors, windows, pavement (landside and/or airside), equipment, 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 caused by the Lessee and its employees, agents, independent contractors, patrons, servants or invitees. Prior to or at termination of this Agreement, injury done by the installation or removal of furniture and personal property of the Lessee shall be repaired so as to restore the Premises to their original state, except as the Premises may have been altered by the Lessee with the approval of the Department pursuant to Article 7.01 ("Alteration"), and to quit and surrender up the Premises in the same good order and condition as it was at the commencement of this Agreement, reasonable wear and tear and damage caused by an Act of God excepted; provided however, that such return of the Premises under this Article 4.03 shall not relieve the Lessee of its obligations for damages to the Premises that may be specifically provided elsewhere in this Agreement.

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

4.05 Water and Sewerage System: The Lessee shall, at its sole cost and expense, operate and maintain all the components of the existing water, sanitary sewerage and storm drainage facilities within the boundaries of the Premises. The Lessee shall not make any alterations or modifications to such facilities without the advance written approval of the Department.

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

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

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

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

4.10 Failure to Maintain: If it is determined by the Department that the Lessee has failed to properly clean, remove trash and refuse, maintain, repair, replace and refurbish the Premises as required by this Article 4 ("Maintenance and Repair by Lessee"), the Department shall provide to the Lessee a list of deficiencies, reflecting the amount of time to be reasonably allowed for the Lessee to correct same. If the Lessee fails to correct such deficiencies within the time allowed and has not registered an objection as to its obligation to do so, the Department, following 10 days further notice to the Lessee, may enter upon the Premises and perform all work, which, in the judgment of the Department, may be necessary and the County shall add the cost of such work, plus 25% for administrative costs, to the rent due hereunder on the first day of the month following the date of such work, and such cost shall be and constitute a part of the rent. Subsequent to receipt of the further notice of intent to perform repairs or cleanup from the Department, the Lessee shall not undertake performance of such repairs or cleanup without specific prior written authorization from the Department, not to be unreasonably withheld if the Department has not yet contracted for or commenced the needed repairs

or cleanup.

ARTICLE 5
Maintenance by County

5.01 County Maintenance: The County shall operate and maintain in good condition all components of the existing water, sanitary sewerage and storm water drainage facilities that lie outside the boundaries of the Premises. The County shall maintain the roof, its structural supports and exterior walls of the building. The County shall maintain all common areas including parking areas, hallways, restrooms, elevators, landscaping, irrigation system and the building's central air conditioning system. The County shall have no maintenance responsibility within the Premises including for doors or windows. If any of such facilities are damaged or destroyed by the operations of the Lessee, the Department shall make the necessary repairs or replacements and shall bill the Lessee for the costs of same, plus 25% for administrative costs, in the manner specified in Article 4.06 ("Failure to Maintain") hereof.

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

ARTICLE 6
Regulations, Licenses and Permits

6.01 Rules and Regulations - General:

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

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

In addition, should Lessee perform any work on the Premises, Lessee shall comply with Chapter 25, Code of Miami-Dade County, Florida, as the same may be amended from time to time, Operational Directives issued thereunder, all additional laws, statutes, ordinances, regulations and rules of the Federal, State and County Governments, and any and all plans and programs developed in compliance therewith, which may be applicable to its operations or activities under this Agreement, specifically including, without limiting the generality hereof, Federal air and safety laws and regulations and Federal, State, and County environmental laws, as well as the County's Art in Public Places ordinance, the Employ Miami-Dade program, Responsible Wages ordinance, and any rules, regulations and requirements of the County's applicable Small Business Development programs.

(B) Compliance with Responsible Wages and Benefits for County Construction Contracts (Implementing Order #3-24):

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.

(C) 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 ("AIPP") 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.

(D) 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 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 - dade county/codes/code of ordinances](https://library.municode.com/fl/miami_-_dade_county/codes/code_of_ordinances)
<http://www.miamidade.gov/ao/home.asp?Process=alphalist>
<http://intra.miamidade.gov/managementandbudget/library/procedures/358.pdf>

(E) Permits and Licenses:

- (1) The Lessee, at its sole cost and expense, shall be liable and responsible for obtaining, paying for, maintaining on a current basis, and fully complying with, any and all permits, licenses and other governmental authorizations, however designated, as may be required, at any time throughout the entire term of this Agreement, by any Federal, State, or County governmental entity or any judicial body having jurisdiction over the Lessee or the Lessee's operations and activities, for any activity of the Lessee conducted on the Premises and for any and all operations conducted by the Lessee, including insuring that all legal requirements, permits and licenses necessary for or resulting, directly or indirectly, from the Lessee's operations and activities on the Premises have been obtained and are being fully complied with.
- (2) Such permits and licenses shall include, but not be limited to, a Certificate of Use and Occupancy and any required Industrial Waste or Operating Permits from Department of Regulatory and Economic Resources. At the inception of this Agreement, the Lessee shall provide to the Department evidence that it has obtained the Certificate of Use and Occupancy and, as applicable, the appropriate operating Waste Permit(s). Upon written request of the Department, the Lessee shall provide to the Department copies of any permits and licenses, and applications therefor, which the Department may request.

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

6.02 Aircraft Noise Abatement Regulations Compliance: The Lessee hereby specifically acknowledges its awareness that the noise generated by aircraft, while on the ground and in flight, may cause annoyance to residential areas in proximity to the Airport and/or under or near flight corridors serving the Airport and that the County, as proprietor of the Airport, may, therefore, from time to time adopt certain lawful policies, procedures and/or regulations, not inconsistent with the Airport Noise and Capacity Act of 1990, unless otherwise approved by the Federal Aviation Administration, and not inconsistent with aircraft safety or the Lessee's rights hereunder, intended to abate the effects of aircraft noise. Said policies, procedures and/or regulations may deal with, but are not necessarily limited to, nighttime engine run-ups, preferential runway usage, aircraft arrival and departure patterns, use of displaced runway thresholds, and the like. The Lessee specifically understands and agrees that a violation of such noise abatement policies, procedures and/or regulations may result in the arrest or citation of the offending party, with the imposition of fines, and that a violation of same shall constitute a material breach hereunder and may result in termination of this Agreement pursuant to the provisions hereof.

ARTICLE 7

Alteration of Premises and Erection of Signs

7.01 Alteration: The Lessee shall not alter the Premises in any manner whatsoever without the prior written approval of the Department. In the event the Lessee is given approval to make alterations to the Premises, the Lessee shall comply with the terms and conditions of the approval document and the applicable TAC-N requirements (Exhibit Y) as they may be amended from time to time from the Department's Tenant Airport Construction 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 (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 Article 13.03 ("Other Defaults") hereof.

The Lessee acknowledges that the Premises have been provided by the County with a basic level of "tenant finishes" and that, therefore, any additional or special finishes desired by the Lessee shall be at the Lessee's sole cost and expense and that rentals, pursuant to Article 3.01 ("Annual Rental"), shall be payable during the period the Lessee is installing such additional or special finishes.

7.02 Signage: The Lessee shall not erect, maintain or display any identifying signs or any advertising matter, of any type or kind, which is visible to the public, without prior written approval of the Department. In the event the Department changes the graphics system for the identification of lessees at the Airport, the Lessee agrees, if required by the Department, to change, at its sole cost, any of its identification signs necessary to comply with such graphics system.

ARTICLE 8
Environmental Compliance

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

- (A) "Baseline Environmental Conditions" means the presence or release of Hazardous Materials, at, on, under, or from the Premises prior to Lessee's Occupancy Date, the presence or release of which was not caused by Lessee or Lessee's agents, employees, contractors, invitees or trespassers. Solely for purposes of this Agreement, it shall be presumed that the Baseline Environmental Conditions consist of the conditions identified in any existing (as of the date of this Agreement) Miami-Dade County maintained records, including contamination assessment reports and any other technical reports, data bases, remedial action plans, the Baseline Audit or the presence, discharge, disposal or release of any other Hazardous Materials originating prior to the Occupancy Date that comes to be located on the Premises and not caused by Lessee or Lessee's agents, employees, contractors, invitees or trespassers.
- (B) "Environmental Claim" means any investigative, enforcement, cleanup, removal, containment, remedial or other private, governmental or regulatory action at any time threatened, instituted or completed pursuant to any applicable Environmental Requirement, against Lessee with respect to its operations at Miami International Airport or against or with respect to the Premises or any condition, use or activity on the Premises (including any such action against County), and any claim at any time threatened or made by any person against Lessee with respect to its operations at Miami International Airport or against or with respect to the Premises or any condition, use or activity on the Premises (including any such claim against County), relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or in any way arising in connection with any Hazardous Material or any applicable Environmental Requirement.
- (C) "Environmental Law" means any applicable federal, state or local law, statute, ordinance, code, rule, or regulation, or license, authorization, decision, order, injunction, or decree, any of which may be issued by a judicial or regulatory body of competent jurisdiction, or rule of common law including, without limitation, actions in nuisance or trespass, and any judicial or agency interpretation of any of the foregoing, which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground or air or water or noise pollution or contamination, and underground or aboveground tanks) and shall include without limitation, the Solid Waste Disposal Act, 42 U.S.C. § 6901 *et seq.*; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 *et seq.* ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Hazardous Materials Transportation Act 49 U.S.C. § 1801 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*; the Clean Air Act 42 U.S.C. § 7401 *et seq.*; the Toxic Materials Control Act 15 U.S.C. § 2601 *et seq.*; the Safe Drinking Water Act, 42 U.S.C. § 300f *et seq.*; Chapters 403, 376 and 373, Florida Statutes; Chapters 24 and 25 of Miami-Dade County Code, and any other applicable local, state or federal environmental statutes, codes, or ordinances, and all rules, regulations, orders and decrees now or

hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

- (D) "Environmental Requirement" means any Environmental Law, or any agreement or restriction entered into or applicable by law (including but not limited to any condition or requirement imposed by any insurance or surety company), as the same now exists or may be changed or amended or come into effect in the future, which pertains to health, safety, any Hazardous Material, or the environment, including but not limited to ground or air or water or noise pollution or contamination, and underground or aboveground tanks.

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

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

- (L) "Remediation" means any investigation, clean-up, removal action, remedial action, restoration, repair, response action, corrective action, monitoring, sampling and analysis, installation, reclamation, closure, or post-closure in connection with the suspected, threatened or actual release of Hazardous Materials.
- (M) "Trespassers" means third parties who have entered the Premises and whose actions while on the Premises have resulted in Release of Hazardous Materials directly onto the Premises or onto other Airport Property accessed by such persons through the Premises. Notwithstanding the foregoing, for purposes of this Agreement, Trespassers shall not include those third parties whose actions took place off of the Premises and which resulted in the presence of Hazardous Materials on the Premises due to the migration of Hazardous Materials from that off-Premises location.

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

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

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

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

8.04 Responsibilities for Hazardous Materials:

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

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

2) To the extent this Agreement covers premises previously occupied by Lessee, and except for Baseline Environmental Conditions, Remediation of any Hazardous Material discovered on the Premises shall be the responsibility of the Lessee, except to the extent that Lessee demonstrates to the satisfaction of Aviation Department Management by written notice setting forth Lessee's explanation as to why the Hazardous Material originated from (1) a discharge, disposal or release outside of the Premises, unless such discharge, disposal or release was caused by Lessee, Lessee's agents, employees, contractors or invitees (2) a discharge, disposal or release of Hazardous Material on the Premises prior to the date upon which Lessee first occupied the premises and not caused by Lessee or Lessee's agents, employees, contractors, invitees; or (3) a discharge, disposal or release caused by the County, its agents, employees,

contractors or any third party. Should the Aviation Department determine that such a demonstration has not been made to Aviation Department's satisfaction, Lessee may invoke the dispute resolution provision of 8.16. Until such time as the parties reach an agreement or such time as the dispute is otherwise resolved, responsibility for such Hazardous Material shall remain with Lessee.

- (B) County's responsibility for Remediation under this Article 8.04 shall be limited to the Recognized Environmental Conditions required to be remediated under applicable Environmental Requirements. If County is permitted to leave any Hazardous Material in place under applicable Environmental Requirements, County shall have the option of so doing, unless a governmental authority requires at any time the removal of Hazardous Materials for Lessee to be able to continue with construction or occupancy of the Premises. The County shall notify Lessee of any such decision to leave Hazardous Material in place.
- (C) (1) To the extent they exist, the County has made available to Lessee a listing of contamination assessment reports and remedial action plans regarding any soil and groundwater contamination at the Premises. Such list is found on Exhibit K-03 to this Agreement. The County may have already installed or may have plans to install remediation systems to clean up the contamination described in such reports to the extent they exist. Lessee agrees that during the term of the Agreement, County's authorized representatives shall have the right to enter the Premises in order to operate, inspect, maintain, relocate and replace any such installed systems. Without limiting the generality of the foregoing, the County shall have the right to: (a) install, use, monitor, remove (or, in connection with monitoring wells, abandon in place in accordance with applicable governmental regulations) soil borings, treatment systems, pumps, monitoring wells, and associated equipment; (b) construct, maintain, and ultimately remove various mechanical devices designed to aid in the monitoring and remediating effort; and (c) undertake such related activities as the Aviation Department or other governmental authorities may require or recommend, utilizing such methods as the Aviation Department or the applicable governmental authorities may elect in order to remediate the contamination described in any such reports.
- (2) County shall utilize reasonable efforts to minimize any disturbance of the Lessee's use of the Premises caused by any Remediation it undertakes and shall provide Lessee prior written notice of such Remediation. Lessee agrees that it shall not unreasonably interfere with or obstruct such Remediation. County and Lessee each agree to take such action as may be reasonable to coordinate their operations so as to minimize any interference with the other party. If vehicles, equipment, or materials belonging to the Lessee have to be temporarily relocated to permit the Remediation to be performed, the Lessee will effect such relocation at no expense to the County. Attached to Exhibit K-03 is a site sketch of the Premises describing any existing or currently planned Remediation equipment and depicting the current and proposed future location of such equipment.
- (3) If Remediation equipment or materials need to be temporarily stored in a secure location on the Premises, the Lessee will provide reasonable

storage inside the building on the Premises for such equipment and materials at no expense to the County, provided, however, that Lessee shall bear no liability and otherwise shall have no responsibility for any theft of and/or damage to such equipment or materials so stored, to the extent Lessee took reasonable measures to prevent, such theft and/or damage and such theft and/or damage was not caused by Lessee or Lessee's employees. To the extent that water and electrical service within the Premises are not metered and the Lessee does not pay for such services directly, the Lessee will provide the County with water and electrical service from the Premises in connection with the Remediation, without charge. The Lessee acknowledges the Remediation may be conducted at the locations depicted on the site sketch attached to Exhibit K-03 at any time during the term of the Agreement and may continue until such time as a no further action letter is obtained from the appropriate regulatory authorities.

8.05 Baseline Audit: The County has provided Lessee with a copy of an environmental audit of the Premises, conducted to identify any Recognized Environmental Conditions associated with the Premises, which audit may include analyses of soil and groundwater samples (the initial "Baseline Audit"). Except to the extent Lessee previously occupied the Premises, the County shall be responsible for any Recognized Environmental Conditions within the meaning of ASTM E 1527-05, or most recent version, disclosed by the Baseline Audit. Except to the extent Lessee previously occupied the Premises, Lessee may terminate this Agreement within sixty (60) days of receipt of the Baseline Audit if Lessee, in its sole discretion, determines that the Recognized Environmental Conditions disclosed in such Baseline Audit are unacceptable. To the extent Lessee previously occupied the Premises, Lessee, subject to its right to invoke the dispute resolution provision of 8.16, shall be responsible for all Recognized Environmental Conditions disclosed in the Baseline Audit, which are not otherwise Baseline Environmental Conditions, unless Lessee demonstrates to the County's satisfaction that the Recognized Environmental Conditions originated from (1) a discharge, disposal or release outside of the Premises, unless such discharge, disposal or release was caused by Lessee, Lessee's agents employees, contractors or invitees, or Trespassers; or (2) a discharge, disposal or release of Hazardous Material on the Premises prior to Lessee's first occupancy of the Premises and not caused by Lessee, Lessee's agents, employees, contractors, invitees.

8.06 Lessee Audit: Lessee, at its sole cost and expense, shall have the right to conduct, within sixty (60) days from the receipt of the Baseline Audit, an environmental inspection of the Premises (the "Lessee Audit"), through an independent environmental consultant approved in writing by County, such approval not to be unreasonably withheld or delayed. If Lessee elects to conduct a Lessee Audit, it shall furnish County a copy of the Lessee Audit within thirty (30) days of Lessee's receipt of the Lessee Audit. The purpose of the Lessee Audit is to determine whether there are present on the Premises any Recognized Environmental Conditions not identified in the Baseline Audit, any previous audits, or any contamination assessment reports or remedial action plans, to the extent any such documents exist. Within thirty (30) days of receipt of such Lessee Audit, the County shall notify Lessee if it disputes the Recognized Environmental Conditions or the delineation of any subsurface conditions described in the Lessee Audit. If the Lessee Audit reveals any Recognized Environmental Conditions or delineates any subsurface contamination not disclosed in any contamination assessment reports, remedial action plans, or the Baseline Audit, and which are not otherwise considered Baseline Environmental Conditions under the terms of this Agreement, then, except to the extent that Lessee previously occupied the Premises, the County, at its option, shall: (i) allow Lessee to terminate the Agreement, without penalty, within sixty (60) days of receipt of

such notice of dispute from the County; or (ii) notify Lessee that it has agreed to be responsible for such Recognized Environmental Conditions and delineated subsurface contamination to the same extent as the County is responsible for the Recognized Environmental Conditions and subsurface contamination disclosed in any contamination assessment reports, remedial action plans and the Baseline Audit. If the County allows Lessee to terminate the Agreement and Lessee elects not to terminate, Lessee's failure to terminate shall constitute a waiver of 1) Lessee's rights to terminate its obligations under this Agreement as to any findings in such Lessee Audit, except as to its right to cancel the lease on thirty (30) days' notice under Article 1.01 (B) and, 2) as provided in Article 8.04, any claim it may have against the County with respect either to Recognized Environmental Conditions and subsurface contamination disclosed in such Lessee Audit. To the extent the Lessee previously occupied the Premises, Lessee shall be responsible for all Recognized Environmental Conditions disclosed in the Lessee Audit that are not Baseline Environmental Conditions unless Lessee demonstrates to the satisfaction of Aviation Department Management by written notice setting forth Lessee's explanation why the Recognized Environmental Conditions originated from (1) a discharge, disposal or release outside of the Premises, unless such discharge, disposal or release was caused by Lessee, Lessee's agents, employees, contractors, or invitees; (2) a discharge, disposal or release of Hazardous Material on the Premises prior to the Occupancy Date and not caused by Lessee or Lessee's agents, employees, contractors, invitees; or (3) a discharge, disposal or release caused by County or third party. Should the Aviation Department determine that such a demonstration has not been made to Aviation Department's satisfaction, Lessee may invoke the dispute resolution provision of 8.16. Until such time as the parties reach an agreement or until such time as the dispute is otherwise resolved, responsibility for such Recognized Environmental Condition shall remain with Lessee.

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

8.08 Lessee's Use of Hazardous Materials: Exhibit K-08 is a complete list of all Hazardous Materials which Lessee currently intends to use on the Premises or Other Airport Property during the term of the Agreement which have been approved by the County, and the use, storage and transportation of which on or about the Premises shall not be subject to County's approval or objections. Except for those Hazardous Materials listed on Exhibit K-08, Lessee shall not use, store, generate, treat, transport, or dispose of any Hazardous Material on the Premises or Other Airport Property without first providing the County thirty (30) days written notice prior to bringing such Hazardous Material upon the premises. To the extent certain Hazardous Materials are needed to be used by Lessee on a non-routine basis, such as for emergency repairs, Lessee may provide such notice within twenty-four (24) hours of bringing such Hazardous Material upon the premises. Notwithstanding the foregoing, County may object to the use of any previously approved Hazardous Material should County reasonably determine that the continued use of the Hazardous Material by Lessee presents a material increased risk of site contamination, damage or injury to persons, Premises, resources on or near the Premises or Other Airport Property, or noncompliance due to a change in regulation of such Hazardous Material under applicable Environmental Law. Upon County's objection, Lessee shall immediately remove the Hazardous Material from the site. This section 8.08 shall not apply to Hazardous Materials which are not used, generated, treated or disposed of by Lessee but which are otherwise transported by Lessee solely in the course of Lessee's business, such as cargo operations, and for which Lessee has no knowledge

as to the identity of such hazardous materials prior to such transport. County's objection or failure to object to the use, storage, generation, treatment, transportation, or disposal of Hazardous Material under this paragraph, or the exclusion of certain Hazardous Materials under this paragraph, shall not limit or affect Lessee's obligations under this Agreement, including Lessee's duty to remedy or remove releases or threatened releases; to comply with applicable Environmental Law and/or Environmental Requirements relating to the use, storage, generation, treatment, transportation, and/or disposal of any such Hazardous Materials; or to indemnify County against any harm or damage caused thereby. Lessee shall promptly and completely answer periodic questionnaires from the County concerning Lessee's practices regarding the generation, use, storage, and disposal of Hazardous Materials under this Agreement.

8.09 Entry by County:

(A) Notwithstanding any other right of entry granted to County under this Agreement, and subject to the requirements set forth in Article 8.09(B), MDAD shall have the right, at its own expense and upon reasonable notice, to enter the Premises or to have consultants enter the Premises throughout the Term of this Agreement for the purposes of: (1) determining whether the Premises are in conformity with applicable Environmental Law; (2) conducting an environmental review or investigation of the Premises; (3) determining whether Lessee has complied with the applicable environmental requirements of this Agreement; (4) determining the corrective measures, if any, required of Lessee to ensure the safe use, storage, and disposal of Hazardous Materials; or (5) removing Hazardous Materials (except to the extent used, stored, generated, treated, transported, or disposed of by Lessee in compliance with applicable Environmental Requirements and the terms of this Agreement). Lessee agrees to provide access and reasonable assistance for such inspections. MDAD shall use its best efforts to reasonably minimize interruptions of business operations on the Premises.

(B) Such inspections may include, but are not limited to, entering the Premises or adjacent property with drill rigs or other machinery for the purpose of obtaining laboratory samples of environmental conditions or soil or groundwater conditions. Lessee shall have the right to collect split samples of any samples collected by MDAD, MDAD shall not be limited in the number of such inspections during the Term of this Agreement MDAD will conduct such inspections during Lessee's normal business hours, but MDAD may conduct such inspections in other than normal business hours if the circumstances so require. For inspections conducted by MDAD, MDAD agrees to provide Lessee with reasonable notice (not less than twenty-four (24) hours) prior to inspecting the Premises; provided however, that such notice period shall not apply under circumstances in which MDAD reasonably determines that there exists an immediate threat to the health, safety, or welfare of any persons. Based on the results of such inspections, should MDAD reasonably determine that Hazardous Materials have been released, discharged, stored, or used on the Premises in violation of the terms of this Agreement, Lessee shall, in a timely manner, at its expense, remove such Hazardous Materials in a manner not inconsistent with applicable Environmental Law and otherwise comply with the reasonable recommendations of MDAD and any regulatory authorities related to the results of such inspections. The right granted to MDAD herein to inspect the Premises shall not create a duty on MDAD's part to inspect the Premises, nor liability of MDAD for Lessee's use, storage, or disposal of Hazardous Materials, it being understood that Lessee shall be solely responsible for all liability in connection therewith. MDAD shall provide the results of such inspections to the Lessee in a timely manner if requested to do so in writing. Nothing herein shall be construed to limit, restrain, impair or interfere with County's regulatory authority to conduct inspections and/or the manner in which it conducts such inspections. Lessee shall not be liable or otherwise responsible for any

property damage to the Premises or injury to any person caused by County, its agents or consultants during County's inspection under this Section 8.09.

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

8.11 Notice of Discharge to County:

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

(B) With regard to any reporting obligation arising out of Lessee's operations or during the Agreement, Lessee shall timely notify the State of Florida Department of Environmental Protection, all Miami-Dade County pertinent regulatory agencies, and the United States Environmental Protection Agency, as appropriate, with regard to any and all applicable reporting obligations while simultaneously providing written notice to County.

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

8.12 Reports to County: For any year in which any Hazardous Materials have been used, generated, treated, stored, transported or otherwise been present on or in the Premises, (or on or in other Airport property for purposes related to Lessee's operations on the Premises), Lessee shall provide County with a written report listing: the Hazardous Materials which were present on the Premises or other Airport property; all releases of Hazardous Material that occurred or were discovered on the Premises or other Airport property and which were required to be reported to regulatory authorities under applicable Environmental Laws; all enforcement actions related to such Hazardous Materials,

including all, consent agreements or other non-privileged documents relating to such enforcement actions during that time period. In addition, Lessee shall provide County with copies of any reports filed in accordance with the Emergency Planning and Community Right to Know Act ("EPCRA") and shall make available for review upon request by County copies of all manifests for hazardous wastes generated from operations on the Premises. Lessee shall provide the report required under this section to the County by April 1 of each year for the preceding calendar year.

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

8.14 Remediation of Hazardous Material Releases: If Lessee or Lessee's agents, employees, contractors, invitees or trespassers cause any Hazardous Materials to be released, discharged, or otherwise located on or about the Premises or Other Airport Property during the term of this Agreement ("Hazardous Material Release"), Lessee shall promptly take all actions, at its sole expense and without abatement of rent, as are reasonable and necessary to return the affected portion of the Premises or Other Airport Property and any other affected soil or groundwater to their condition existing prior to the Hazardous Material Release in a manner not inconsistent with applicable Environmental Law. County shall have the right to approve all such remedial work, including, without limitation: (i) the selection of any contractor or consultant Lessee proposes to retain to investigate the nature or extent of such Hazardous Material Release or to perform any such remedial work; (ii) any reports or disclosure statements to be submitted to any governmental authorities prior to the submission of such materials; and (iii) any proposed remediation plan or any material revision thereto prior to submission to any governmental authorities. The County's approvals shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, County's prior consent shall not be necessary if a Hazardous Material Release poses an immediate threat to the health, safety, or welfare of any persons and, despite Lessee's best efforts, it is not practicable to obtain County's consent before taking remedial action to abate such immediate threat, provided that: (a) Lessee shall notify County as soon as possible and shall thereafter obtain County's consent as otherwise provided in this paragraph; and (b) Lessee shall take only such action as may be necessary or appropriate to abate such immediate threat and shall otherwise comply with the provisions of this paragraph. In addition to any rights reserved by County in this Agreement, County shall have the right, but not the obligation, to participate with Lessee, Lessee's consultants and Lessee's contractors in any meetings with representatives of the governmental authorities and Lessee shall provide County reasonable notice of any such meetings. All remedial work shall be performed in compliance with all applicable Environmental Laws. The County's consent to any remedial activities undertaken by Lessee shall not be withheld so long as County reasonably determines that such activities will not cause any material adverse long-term

or short-term effect on the Premises, or other adjoining property owned by County. Lessee's obligations in this section do not apply to Baseline Environmental Conditions.

8.15 Indemnity: Except with respect to pre-existing contamination and/or the negligent acts or omissions of the County, its agents, employees and contractors, Lessee shall indemnify, defend (with counsel reasonably satisfactory to County), and hold County, its directors, officers, employees, agents, assigns, and any successors to County's interest in the Premises, harmless from and against any and all loss, cost, damage, expense (including reasonable attorneys' fees), claim, cause of action, judgment, penalty, fine, or liability, directly or indirectly, relating to or arising from the use, storage, release, discharge, handling, or presence of Hazardous Materials on, under, or about the Premises or Other Airport Property and caused by Lessee, Lessee's agents, employees, contractors, invitees or trespassers. This indemnification shall include without limitation: (a) personal injury claims; (b) the payment of liens; (c) diminution in the value of the Premises or Other Airport Property; (d) damages for the loss or restriction on use of the Premises or Other Airport Property; (e) sums paid in settlement of claims; (f) reasonable attorneys' fees, consulting fees, and expert fees, (g) the cost of any investigation of site conditions, and (h) the cost of any repair, cleanup, remedial, removal, or restoration work or detoxification if required by any governmental authorities or deemed necessary in County's reasonable judgment, but shall not extend to such claims, payment, diminution, damages, sums, fees or costs to the extent caused (i) solely by an act of God or (ii) by the negligent or willful misconduct of the County, its officers, employees, contractors or agents. For any legal proceedings or actions initiated in connection with the Hazardous Materials Release, County shall have the right at its expense but not the obligation to join and participate in such proceedings or actions in which the County is a named party and control that portion of the proceedings in which it is a named party. County may also negotiate, defend, approve, and appeal any action in which County is named as a party taken or issued by any applicable governmental authorities with regard to a Hazardous Materials Release; provided, however, claims for which Lessee may be liable pursuant to this Article 8.15 shall not be settled without Lessee's consent. Any costs or expenses incurred by County for which Lessee is responsible under this paragraph or for which Lessee has indemnified County: (i) shall be paid to County on demand, during the term of this Agreement as additional rent; and (ii) from and after the expiration or earlier termination of the Agreement shall be reimbursed by Lessee on demand. Lessee's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Agreement and shall bind Lessee's successors and assignees and inure to the benefit of County's successors and assignees. Notwithstanding any other provision of this Agreement, this section 8.15 does not apply to Baseline Environmental Conditions, or a discharge, disposal or release caused by the County, its officers, employees, contractors or agents.

- (A) This indemnity specifically includes the direct obligation of Lessee to perform, at its sole cost and expense, any remedial or other activities required or ordered by court or agency having competent jurisdiction over the subject matter, or otherwise necessary to avoid or minimize injury or liability to any person, or to prevent the spread of Hazardous Materials.
- (B) In addition, because costs of Hazardous Materials discharges are passed on to airlines through the residual rate charging mechanism at Miami International Airport and the charges to Lessee will be increased to offset such costs. Lessee agrees in order to minimize its obligations in this regard to use best efforts to assist the Aviation Department in responding to Hazardous Materials spills in or Airport property reasonably close the Premises used by Lessee by making Lessee's remediation equipment and personnel available for such emergency

remediation activity. However, Lessee may provide such assistance only at the direct request of the Aviation Department and only if Lessee's remediation equipment is intended to be utilized for the Hazardous Material spill at issue and only if Lessee's personnel have been trained to respond to the Hazardous Material spill at issue. If Lessee is directed to perform any remedial work under this Article 8.15(B) for which it is later determined that Lessee is not responsible, the Aviation Department shall reimburse Lessee for all costs associated with or arising out of Lessee's performance of such remedial work. Lessee shall cooperate with the Aviation Department in any subsequent effort by the Aviation Department to recover from the responsible parties all costs involved with the remediation effort that utilized Lessee's equipment and personnel. Lessee shall perform all such work in its own name in accordance with applicable laws.

Lessee acknowledges that the County's regulatory power in this regard is independent of the County's contractual undertakings herein, and nothing herein shall affect the County's right in its regulatory capacity to impose its environmental rules, regulations, and authorities upon the Lessee in accordance with the law.

- (C) In the event Lessee fails to perform its obligations in Article 8.15(A) above, and without waiving its rights hereunder, County may, at its option, perform such remedial work as described in Article 8.15(A) above, and thereafter seek reimbursement for the costs thereof. In accordance with this Article 8, Lessee shall permit County or its designated representative access to the Premises areas to perform such remedial activities.
- (D) Whenever County has incurred costs described in this section as a result of the failure of Lessee to perform its obligations hereunder, Lessee shall, within thirty (30) days of receipt of notice thereof, reimburse County for all such expenses together with interest at the rate of 1½% per month on the outstanding balance commencing on the thirty-first date following Lessee's receipt of such notice until the date of payment.
- (E) To the extent of Lessee's responsibility under this Article and without limiting its obligations under any other paragraph of this Agreement, and except to the extent of County's responsibility for environmental conditions set forth in this Article 8, Lessee shall be solely and completely responsible for responding to and complying with any administrative notice, order, request or demand, or any third party claim or demand relating to potential or actual Hazardous Materials contamination on the Premise. Lessee's responsibility under this paragraph includes but is not limited to responding to such orders on behalf of County and defending against any assertion of County's financial responsibility or individual duty to perform under such orders. Lessee shall assume, pursuant to the indemnity provision set forth in this Article 8, any liabilities or responsibilities which are assessed against County in any action described under this paragraph.

8.16 Dispute Resolution: County and Lessee agree that any dispute between them relating to this Article 8 will first be submitted, by written notice, to a designated representative of both County and Lessee who will meet at County's place of business or other mutually agreeable location, or by teleconference, and confer in an effort to resolve such dispute. Any decision of the representatives will be final and binding on the parties.

In the event the representatives are unable to resolve any dispute within ten (10) days after submission to them, either party may refer the dispute to mediation, or institute any other available legal or equitable proceeding in order to resolve the dispute.

8.17 Waiver and Release: Lessee, on behalf of itself and its heirs, successors and assigns, hereby waives, releases, acquits and forever discharges County, its principals, officers, directors, employees, agents, representatives and any other person acting on behalf of the County, and the successors and assigns of any of the preceding, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which Lessee or any its heirs, successors, or assigns now has or which may arise in the future on account of or in any way related to or in connection with any past, present or future physical characteristic or condition of the Premises, including, without limitation, any Hazardous Material in, at, on, under or related to the Premises, or any violation or potential violation of any Environmental Law applicable thereto; provided, however, this Article 8.17 shall not constitute a waiver or release of any obligation of County under this Article 8. Lessee acknowledges that County would not enter into this Agreement without Lessee's agreement to the waiver and release provided herein.

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

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

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

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

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

ARTICLE 9
Indemnification and Hold Harmless

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

ARTICLE 10
Assignment and Subletting

The Lessee shall not, in any manner, assign, transfer, mortgage, pledge, hypothecate, encumber or otherwise convey an interest in this Agreement, or sublet all or any portion of the Premises, or allow others to use the Premises without the express prior written consent of the Department.

ARTICLE 11
Insurance

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

- (A) Commercial General Liability Insurance on a comprehensive basis, including Contractual Liability, to cover the Lessee's Premises and Operations, in an amount not less than \$2,000,000 combined single limit per occurrence for bodily injury and property damage. The County must be shown as an additional insured with respect to this coverage.
- (B) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used by the Lessee in connection with its operations under this Agreement in an amount not less than:
 - (1) \$2,000,000 combined single limit per occurrence for bodily injury and property damage.
 - (2) \$300,000 combined single limit per occurrence for bodily injury and property damage covering vehicles when being used by the Lessee off of the AOA.
- (C) Pollution Legal Liability Insurance.

(D) Workers' Compensation as required by Chapter 440, Florida Statutes.

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

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

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

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

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

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

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

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

ARTICLE 12
Use of Public Facilities: Intentional Omitted.

ARTICLE 13
Termination

13.01 Payment Defaults: Failure of the Lessee to make all payments of rentals, fees and charges required to be paid herein when due shall constitute a default, and the County may, at its option terminate this Agreement after seven calendar days' notice in writing to the Lessee unless the default be cured within five (5) days following Lessee's receipt of written notice thereof.

13.02 Insurance Defaults: The County shall have the right, upon seven calendar days written notice to the Lessee, to terminate this Agreement if the Lessee fails to provide evidence of insurance coverage in strict compliance with Article 11 hereof prior to commencement of operations, or fails to provide a renewal of said evidence upon its expiration; provided, however, that such termination shall not be effective if the Lessee provides the required evidence of insurance coverage within the notice period.

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

- (A) Failure of the Lessee to comply with any covenants of this Agreement, other than the covenants to pay rentals, fees and charges when due, and the covenants to provide required evidence of insurance coverage.
- (B) The conduct of any business, the performance of any service, or the merchandising of any product or service not specifically authorized herein, by the Lessee.
- (C) Failure of the Lessee to comply with any Environmental Law or Environmental Requirement as those terms are defined in Article 8.01 of this Agreement.

13.04 Habitual Default: Notwithstanding the foregoing, in the event that the Lessee has frequently, regularly or repetitively defaulted in the performance of or breached any of the terms, covenants and conditions required herein to be kept and performed by the Lessee, in the reasonable opinion of the County and regardless of whether the Lessee has cured each individual condition of breach or default as provided in Articles 13.01 ("Payment Defaults"), 13.02 ("Insurance Defaults") and 13.03 ("Other Defaults") hereinabove, the Lessee shall be determined by the Director to be an "habitual violator." At the time that such determination is made, the Department shall issue to the Lessee a written notice advising of such determination and citing the circumstances therefor. Such notice shall also advise the Lessee that there shall be no further notice or grace periods to correct any subsequent breach(es) or default(s) and that any subsequent breach(es) or default(s), of whatever nature, taken with all previous breaches and defaults, shall be considered cumulative and, collectively, shall constitute a condition of non-curable default and grounds for immediate termination of this Agreement. In the event of any such subsequent breach or default, the County may cancel this Agreement upon the giving of written notice of termination to the Lessee, such termination to be effective upon the tenth day following the date of receipt thereof and all payments due hereunder shall be payable to said date, and the Lessee shall have no further rights

hereunder. Any determination of habitual default must be based solely on material defaults that remain uncured after applicable notice and cure periods.

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

13.06 Actions at Termination:

(A) The Lessee shall vacate, quit, surrender up and deliver the Premises to the County on or before the termination date of this Agreement, whether by lapse of time or otherwise. The Lessee shall surrender the Premises in the condition required under Article 4.03 ("Maintenance and Repairs") herein, reasonable wear and tear accepted. All repairs for which the Lessee is responsible shall be completed prior to surrender. The Lessee shall deliver to the Department all keys to the Premises upon surrender. On or before the termination date of this Agreement, except in the instance of termination pursuant to Article 13.05 ("Termination for Abandonment"), in which event the Lessee shall be allowed up to five 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. Notwithstanding anything to the contrary contained in this Agreement, all of Lessee's merchandise, trade fixtures, racks, furniture, equipment and apparatus, and miscellaneous decor items shall be and remain the property of Lessee and shall be removed from the Premises by Lessee at the expiration of the Term. Any personal property of the Lessee not removed in accordance with this Article may be removed by the Department for storage at the cost of the Lessee. Failure on the part of the Lessee to reclaim its personal property within 30 days from the date of termination shall constitute a gratuitous transfer of title thereof to the County for whatever disposition is deemed to be in the best interest of the County.

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

(C) If the County advises the Lessee that it has reasonable grounds to believe that any hazardous substance or environmental contaminant has been released within the Premises or into the ground under the Premises, during the term of this Agreement or during the terms of any prior leases between the Lessee and the County for the same or substantially the same Premises, then the Lessee at its expense shall retain an approved environmental consultant to perform whatever environmental assessment may be required to determine the extent of such release. The Lessee shall comply with the recommendations and conclusions, contingent upon County approval, of such consultant regarding environmental cleanup efforts that may be required and shall comply with any

other clean up requirements imposed on the Lessee by Federal, State or local law, regulations or codes.

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

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

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

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

- (A) The permanent abandonment of the Airport.
- (B) The lawful assumption by the United States Government or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as to substantially restrict the Lessee from operating therefrom for a period in excess of 90 consecutive days, provided that nothing contained herein shall be deemed to constitute a waiver by the Lessee of any right it may have against the United States to just compensation in the event of any such assumption.
- (C) The issuance by any court of competent jurisdiction of any injunction in any way substantially preventing or restraining the use of the Airport, and the remaining in force of such injunction for a period in excess of 90 days.

ARTICLE 14 **Special Conditions**

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

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

14.03 County's Obligations: The Lessee, in recognition of the County's obligation, pursuant to Section 22 of Part V of the Federal Aviation Administration's standard grant assurances, to enforce the provisions of Articles 14.01 ("Quality of Services") and 14.02 ("Nondiscriminatory Prices") above, agrees that the Department may, from time to time, promulgate standards, methods and procedures for and monitor and test the provision of

services hereunder and may require the Lessee to provide copies of schedules of service charges and the bases for discounts, rebates and similar types of price reductions. Should the Department determine that the Lessee is not in compliance with the provisions of Articles 14.01 ("Quality of Services") and 14.02 ("Nondiscriminatory Prices") above, the first such occurrence shall be considered a curable default, pursuant to Article 13.03 ("Other Defaults") hereof, and subsequent occurrence(s) shall be considered a material breach of this Agreement, entitling the County to the remedies provided in this Agreement or by law.

ARTICLE 15

Equal Employment Opportunity, Nondiscrimination, and Affirmative Action

The 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-Airport Improvement Program (AIP) Contracts (Lease Agreements) 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, 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:

- a. 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.*
- D. (*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, 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. *
- D. (*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] 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 Article 16.02, and (iii) control of access to the AOA through the Premises by persons and vehicles. The Lessee fully understands and acknowledges that any security measures deemed necessary by the Lessee for the protection of said Premises, equipment and property shall be the sole responsibility of the Lessee and shall involve no cost to the County. Lessee is responsible for compliance by its employees and all others for whom it is responsible with applicable security requirements relating to access, through Lessee's Premises or otherwise, to the AOA or any Security Identification Display Area ("SIDA"). All such security measures by the Lessee shall be in accordance with FAR 107, 49 CFR Part 1542 and the Airport Security Plan.

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

Non-Terminal Building Lease Agreement No. C-XXXXXX between Miami-Dade County through The Miami-Dade Aviation Department and Meuchadim of Miami, LLC

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: Internationally Omitted.

16.04 Alcohol and Drug Testing: Intentionally Omitted.

16.05 Drug-Free Workplace Default: The Lessee acknowledges it has provided to the County a Drug-Free Workplace Affidavit certifying that it is providing a drug-free workplace for its employees, as required by County Ordinance No. 92-15, adopted on March 17, 1992, as amended from time to time ("Ordinance"). Based on the provisions of said Ordinance, the County shall have the right, upon 60 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 60 days written notice to the Lessee and without liability to the County, if the Department or the County Manager determines any of the following:

- (A) That the Lessee has made a false certification in its execution of the Affidavit submitted or in its annual re-certification as required by the Ordinance;
- (B) That the Lessee has violated its original or renewal certification by failing to carry out any of the specific requirements of the Ordinance, other than the annual re-certification; or
- (C) That such a number of employees of the Lessee have been convicted of violations occurring in its workplace(s) as to indicate that the Lessee has failed to make a good faith effort to provide a drug-free workplace as required by the Ordinance.

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

16.07 Vehicle Permit and Company Identification: Intentionally Omitted.

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: Intentionally Omitted.

16.10 Right of Flight: Intentionally Omitted.

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

ARTICLE 17
Control of Employees

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

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

ARTICLE 18
Civil Actions

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

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

18.03 Registered Office/Agent; Jurisdiction: Notwithstanding the provisions of Article 18.02 (Notice of Commencement of Civil Action), and in addition thereto, the Lessee, if a corporation, shall designate a registered office and a registered agent, as required by Section 48.091, Florida Statutes, such designations to be filed with the Florida Department of State in accordance with Section 607.0501, Florida Statutes. If the Lessee is a natural person, he and his personal representative hereby submit themselves to the jurisdiction of the Courts of this State for any cause of action based in whole or in part on an alleged breach of this Agreement.

ARTICLE 19
Trust Agreement

19.01 Incorporation of Trust Agreement by Reference: Notwithstanding any of the terms, provisions and conditions of this Agreement, it is understood and agreed by the parties hereto that, to the extent of any inconsistency with or ambiguity relating to the terms and conditions of this Agreement, and the level of rents, fees or charges required hereunder and their periodic modification or adjustment as may be required by the provisions of the Trust Agreement dated as of the 15th day of December, 2002 as by and

between the County and the JP Morgan Chase Bank as Trustee and Wachovia Bank, National Association as Co-trustee ("the Trust Agreement"), shall prevail and govern at all times during the term of this Agreement. Copies of the Trust Agreement are available for inspection in the offices of the Department during normal working hours.

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

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

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 County will not be responsible for any loss, damage or costs which may be incurred by the Lessee by reason of any such physical condition, except as to costs agreed to be reimbursed by County under Article 5.01.

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 Premises for any illegal or unauthorized purpose or for any purpose which would increase the premium rates paid by the County on, or invalidate, any insurance policies of the County or any policies of insurance written on behalf of the Lessee under this Agreement.

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

Non-Terminal Building Lease Agreement No. C-XXXXXX between Miami-Dade County through The Miami-Dade Aviation Department and Meuchadim of Miami, LLC

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

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

As to the County or Aviation Department:

Director
Miami-Dade County Aviation Department
Miami International Airport
Post Office Box 025504
Miami, Florida 33102-5504 (for US Postal Service deliveries)

Or:

Director
Miami-Dade County Aviation Department
Miami International Airport
5200 N.W. 21st Street
Concourse E, 5th Floor
Miami, FL 33122 (for courier/integrator deliveries)

As to the Lessee:

Simon Falic, Manager
Meuchadim of Miami, LLC
6100 Hollywood Blvd., 7th Floor
Hollywood, FL 33024

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

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

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

repairs, alterations and additions, except those occasioned by the sole active negligence of the County, its employees, or agents.

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

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

20.12 Right to Regulate: Nothing in this Agreement shall be construed to waive or limit the governmental authority of the County, as a political subdivision of the State of Florida, to regulate the Lessee or its operations. Notwithstanding any provision of this Agreement, nothing herein shall bind or obligate the County, the Zoning Appeals Board, the Building and Zoning Department (as it may be renamed from time to time), the Planning Department, or any department, board or agency of the County to agree to any specific request of the Lessee that is related in any way to the regulatory or quasi-judicial power of the County; and the County shall be released and held harmless by the Lessee from any liability, responsibility, claims, consequential damages or other damages, or losses resulting from the denial or withholding of such requests, provided, however, that this provision shall not preclude any appeal from County action wherein the sole remedy sought is reversible of the County's action or injunctive relief; nor shall it preclude any action based on the County's bad faith, capricious behavior or arbitrary action.

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

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

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

20.16 Quiet Enjoyment Of Others: The Lessee shall control the actions of its employees, agents, invitees and those doing business with it, so as to not annoy, disturb or be offensive to others and to provide the service hereunder so as to not unreasonably

create a nuisance or thing which may disturb the quiet enjoyment of any other users of the Airport.

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

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

20.18 Force Majeure: The terms and conditions of the 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 unforeseen circumstances due to war, hostilities, revolution, civil commotion, strike, lock-out, epidemic, fire, wind, flood, hurricane, tornado, lightning, wind damage, or because of any law, order, proclamation, regulation or ordinance of any government or of any subdivision thereof 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 their contractual obligation by a state of force majeure lasting continuously for a period of six (6) months, the parties shall consult with each other regarding the implementation of the 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.

20.19 Destruction of Premises: In the event the Premises shall be destroyed or so damaged or injured by fire, windstorm, flood or other casualty (and in each such event the Lessee was not at fault in whole or in part) 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 tenable by repairs completed within a reasonable period of time.

- (A) Total Destruction: In the event the County elects not to render the Premises tenable, if destroyed or damaged in their entirety, the Lessee shall be so notified in writing by the Department, and this Agreement shall be deemed terminated as of the date of the casualty, with the Lessee being liable only for payment of rentals on a pro rata basis as to whatever portion(s) of the Premises which were tenable and used by the Lessee following the casualty. In such event, the Department shall endeavor to find adequate replacement premises for the Lessee in existing facilities on the Airport.
- (B) If the damaged portion of the Premises is not rendered tenable by the County within a reasonable period of time, and the Lessee shall determine that: 1) the loss of the damaged portion of the Premises shall have a materially adverse impact on the ability of the Lessee to utilize the Premises for the purposes described in Article 2; or 2) would require the Lessee to

obtain other space off the Premises in order to substantially conduct the operations of the Lessee originally conducted within the Premises, then, in either such event, upon written notice to the County, the Lessee may cancel this Agreement as of a date which shall be not later than one year from the giving of such notice, if the repairs are not completed within 90 days following such written notice of the intent to cancel, or if the repairs cannot be reasonably completed within such 90-day period the County has not commenced repairs within such time. In the event of cancellation, the rent for the untenable portion of the Premises shall be paid only to the date of such fire, windstorm, flood, or other casualty. If the Agreement is not canceled following any such casualty, the rent shall be abated as to the portion of the Premises rendered untenable.

If the casualty was caused in whole or in part by the Lessee, its officers, employees, agents, contractors or trespassers, then the Lessee shall not have the right to terminate this Agreement and shall be responsible under other provisions of this Agreement for payment to the County of all damage to the Premises, plus the loss of rentals attributable to the damaged or destroyed premises. The remedies provided to Lessee in this Article 20.19 are exclusive, and Lessee shall be entitled to no other remedies in the event of a complete or partial destruction of or damage to the Premises.

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

20.21 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.

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

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

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

**Approved as to form
and Legal Sufficiency**

BY: _____
County Attorney's Signature

Print Name

Date: _____

By: _____
Deputy Aviation Director

Date: _____

ATTEST: Juan Fernandez-Barquin
Clerk of the Court & Comptroller

By: _____
(Deputy Clerk Signature)

Date: _____

(Seal)

LESSEE: Meuchadim of Miami, LLC

By: _____
President / CEO / Director

Print Name

Date: _____

ATTEST:

Corporate Secretary

Print Name

Date: _____

(CORP SEAL)

EXHIBIT K-08
Listing of Hazardous Materials Usage
(ARTICLE 8.08)

Pursuant to Section 8.08, the tenant intends to use the following hazardous materials in the operations within their leasehold, which are subject to approval from the Miami-Dade Aviation Department (MDAD). Note this exhibit, including MDAD's approval, shall be part of the final Lease Agreement documentation.

PRODUCT NAME _____

- **NAME OF MANUFACTURER** _____
- **CHEMICAL ABSTRACTS SERVICE (CAS) REGISTRY NUMBER (IF AVAILABLE) FOR EACH HAZARDOUS INGREDIENT IN THE PRODUCT**

MDAD APPROVAL (CIVIL ENVIRONMENTAL ENGINEERING DIVISION)

EXHIBIT – K-13

(ARTICLE 8.13: Periodic Environmental Audits)

**Miami-Dade Aviation Department
Civil Environmental Engineering Division**

TENANT AUDIT SUMMARY MINIMUM REQUIREMENTS

Environmental Compliance Audit:

The audits shall conform with the most current ASTM standard E-2107. At a minimum the audit scope shall include the areas listed below, detailed visual inspection of the tenant leasehold and operations; a review of documents made available by the facility; interviews with knowledgeable site representatives; the completion of a detailed compliance audit questionnaire; photographic documentation of selected site conditions; and any follow-up visits.

Areas of Concern:

- Environmental Management Systems
- Air Emissions
- Asbestos and Polychlorinated Biphenyls (PCBs)
- Hazardous Materials and Waste
- Oil Pollution Management
- Pesticides
- Solid Waste
- Storage Tanks
- Water Supply and Wastewater

Documentation:

- Permits, Licenses, Certifications, etc.
- All regulatory activities by any environmental agency.
- Standard Operating Procedures (SOPs)
- Best Management Practices (BMPs)
- Emergency Response (spills, etc.)
- SPCC Plan, if required

Non-Terminal Building Lease Agreement No. C-XXXXXX between Miami-Dade County through The Miami-Dade Aviation Department and Meuchadim of Miami, LLC

- Dangerous Goods
- Employees Training Programs and Records.

Exhibit – Y – for the TACN